



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 7, 2021

The Columbia City Council will conduct a Council Meeting on Tuesday, September 7, 2021 at 2:00 p.m. at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The meeting will be streamed online at www.columbiasc.gov. Citizens can participate in the meeting in-person or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **9233**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin
The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large
The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable Daniel J. Rickenmann, District IV ▪ The Honorable William Brennan, District III

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the August 5, 2021 Emergency Meeting and August 17, 2021 City Council Meeting Minutes.

EXECUTIVE SESSION

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

- *Intergovernmental Collaboration*
- *Premium Pay*



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 7, 2021**

CITY COUNCIL DISCUSSION / ACTION

3. COVID-19 Update and Related Policies and Protocols - The Honorable Mayor Stephen K. Benjamin
 - *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*
 - *Premium Pay, Cost of Living Adjustment, and Vaccination Incentive Package - Ms. Teresa Wilson, City Manager*
4. Fiscal Year 2021/2022 Hospitality Tax Supplemental Allocations - Ms. Melisa Caughman, Budget & Program Management Director

PRESENTATIONS

5. Resolution No.: R-2021-100 Approving the Honorary Naming of Richland Street between Two Notch Road and Oak Street “Trinity Baptist Church Way”
6. Business Spotlight Honoree for 2021 (*Extraordinary Headhunters, LLC*) - Ms. Melissa Lindler, Office of Business Opportunities Director

Extraordinary Headhunters, LLC Business Spotlight Honoree for 2021 Proclamation - The Honorable Mayor Stephen K. Benjamin
7. Award of Excellence from the International Association of Business Communicators South Carolina Chapter 2020 Palmetto Awards – Ms. Leshia Utsey, Director of Public Relations, Media and Marketing

CONSENT AGENDA ITEMS 8 THROUGH 32

8. Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Services Related to Supporting our Military, Retention of Military Personnel, and Operations located at Fort Jackson, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC.

Funding Source: ED Special Projects (5518419-638500). The original budget amount is \$53,500.00.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 7, 2021**

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9. Council is asked to approve an Agreement for Voice and Data Cabling Services for an initial term of three years with the option to renew for two additional one-year periods, as requested by the Information Technology Services Department. Award to M/D Technologies, LLC in the amount of \$75,000.00. The firm is located in Columbia, SC.

Funding Source: Telecomm Central Stores - Wiring Charges (6208962-632120). The original budget amount is \$75,000.00.

10. Council is asked to Repeal the Professional Services Agreement for Federal Lobbying Services for Fiscal Year 2021/2022 Awarded to CapitalEdge Strategies, LLC in an amount not to exceed \$83,750.00 approved on August 3, 2021 and Replace with a Professional Services Agreement for Federal Lobbying Services for Fiscal Year 2021/2022, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in an amount not to exceed \$90,000.00. This firm is located in Washington, DC.

Funding source: Governmental Affairs (1011103-636600) The original budget amount is \$90,000.00.

11. Council is asked to approve the Renewal of Coban Data Video Mobile Service Solution Maintenance, as requested by the Columbia Police Department. Award to COBAN Technologies using the HGAC Contract in the amount of \$99,378.67. This vendor is located in Houston, TX.

Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budget amount \$99,378.67.

12. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2021/2022, as requested by the Columbia Fire Department. Award to Motorola, Inc. using the SC State Contract in the amount of \$129,600.00. This vendor is located in Blythewood, SC.

Funding Source: Fire Suppression - Maintenance & Service Contract (1012303-638200). The original budget amount is \$129,600.00.

13. Council is asked to approve the Renewal of Kronos Telestaff Software Support Services, as requested by the Budget & Program Management Office. Award to Kronos Inc., in the amount of \$87,737.55. This vendor is located in Chelmsford, MA.

Funding Source: Program Management Office - Maintenance & Service Contract (6218950-638200). The original budget amount is \$87,737.55.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 7, 2021**

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14. Council is asked to approve the Renewal for EnerGov Software Maintenance, as requested by the Budget & Program Management Office. Award to Tyler Technologies, Inc., in the amount of \$125,510.32. This vendor is located in Duluth, GA.

Funding Source: Engineering Administration (5511701-638200) \$55,772.08; Engineering Stormwater Improvements (5534202-638200) \$20,384.00; Business License (1011403-638200) \$7,488.00; Development Services (1014101-638200) \$19,864.00; Police Administrative Services (1012402-638200) \$22,002.24. The original budget amount is \$125,510.32.

15. Council is asked to approve the Renewal for Elevator Maintenance Services, as requested by the Support Services Division. Award to Otis Elevator using the OMNIA Agreement in the amount of \$125,520.00. This firm is located in West Columbia, SC.

Funding Source: Utilities Lake Murray Water Plant - Maintenance & Service Contract (5516207-638200) \$15,000, General Support Services - Maintenance & Service Contract (1011201-638200) \$16,080, Drew Wellness Center - Maintenance & Service Contract (1015115-638200) \$2,700, Support Service Public Building - Maintenance & Service Contract (5511219-638200) \$27,360, Parking Taylor Street Deck - Maintenance & Service Contract (5313107-638200) \$4,560, Parking Sumter Street Park - Maintenance & Service Contract (5313106-638200) \$9,120, Parking Arsenal Hill Deck - Maintenance & Service Contract (5313103-638200) \$3,420, Parking Lady Street Deck - Maintenance & Service Contract (5313104-638200) \$9,120, Parking Washington Street Deck - Maintenance & Service Contract (5313108-638200) \$4,560, Parking Park Street Deck - Maintenance & Service Contract (5313109-638200) \$5,400, Parking PJ Cannon Deck - Maintenance & Service Contract (5313114-638200) \$9,120, Police Administrative Services - Maintenance & Service Contract (1012402-638200) \$4,560, Parking Lincoln Street Deck - Maintenance & Service Contract (5313112-638200) \$5,400, Parking Devine Street Deck - Maintenance & Service Contract (5313115-638200) \$9,120. The original budget amount is \$125,520.00.

16. Council is asked to approve the Renewal of the Excess Workers Compensation Insurance Policy for Fiscal Year 2021/2022, as requested by the Safety and Risk Management Department. Award to Safety National in the amount of \$173,097.10. This vendor is located in Chicago, IL.

Funding Source: Worker's Compensation Administration Insurance and Bonding (6098939-636200). The original budget amount is \$173,097.10.

17. Council is asked to approve the Renewal of Property Insurance Policies for Citywide Buildings and the Columbia Canal Hydroelectric Generating Facility for Fiscal Year 2021/2022, as requested by the Safety and Risk Management Department. Award to Willis Towers Watson in the amount of \$327,530.00. This vendor is located in Chicago, IL.

Funding Source: Premiums and Policies (6058935-644100). The original budget amount is \$327,530.00.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 7, 2021

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18. Council is asked to approve a Contract for Citywide Safety Shoes and Boots for a term of one year, as requested by the Procurement and Contracts Department. Award to Tyler Brothers Safety Shoes in an amount not to exceed \$212,000.00. This firm is located in Wagner, SC.

Funding Source: Supplies - Safety Clothing and Supplies (6208956-625900). The original budget amount is \$212,000.00.

19. Council is asked to approve a Contract for the Lancaster Street Paving Project, as requested by the Public Works Department. Award to Palmetto Corp in an amount not to exceed \$56,905.00. This firm is located in Conway, SC.

Funding Source: County Transportation Committee Fund - Street Resurfacing Capital Project Cost (4079999-SR911348-658650). The original budget amount is \$153,567.00.

Palmetto Corp is the prime contractor and will provide paving services at 92.04% (\$52,375.00) of the total contract amount.

The following subcontractors will provide additional services:

Weaver Construction Services of Longs SC, will provide pavement marking services at 7.96% (\$4,530.00) of the total contract amount.

20. Council is asked to approve a Contract for the Chestnut Hills Paving Project, as requested by the Public Works Department. Award to Eurovia Atlantic Coast dba Blythe in an amount not to exceed \$845,627.33. This firm is located in West Columbia, SC.

Funding Source: County Transportation Committee Fund - Street Resurfacing Capital Project Cost (4079999-SR911347-658650). The original budget amount is \$1,620,000.00.

Eurovia Atlantic Coast dba Blythe is the prime contractor and will provide paving services at 91.49% (\$773,664.45) of the total contract amount.

The following subcontractors will provide additional services:

Coogler Construction of Irmo SC, will provide CMRB/Milling services at 7.51% (\$63,506.61) of the total contract amount.

Peek Pavement Markings, LLC of Columbus, GA, will provide striping services at 1.00% (\$8,456.27) of the total contract amount.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 7, 2021**

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21. Council is asked to approve the Purchase of a Side Loader for the Solid Waste Division, as requested by the Fleet Services Division. Award to National Auto Fleet Group, using the Sourcewell Cooperative Contract, in the amount of \$126,107.00. This vendor is located in Watsonville, CA.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$126,107.00.

22. Council is asked to approve the Purchase of Replacement Auto and Light Truck Parts, as requested by the Fleet Services Division. Award to Napa Auto Parts, using the State Contract, in an amount not to exceed \$216,000.00. This vendor is located in Atlanta, GA.

Funding Source: Equipment Services Fuel Parts & Repair - Repair Parts (6308970-672700). The original budget amount is \$216,000.00.

23. Council is asked to approve the Purchase of Sewer Equipment for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Jet-Vac Equipment, using the Sourcewell Cooperative Contract, in the amount of \$436,172.00. This vendor is located in Sumter, SC.

Funding Source: Utilities Wastewater Maintenance (5516205-658500). The original budget amount is \$450,000.00.

24. Council is asked to approve a Contract for Project SS7578; New 8" Sewer Extension at 519 Winmet Drive, as requested by Columbia Water. Award to Smoak Construction, LLC in an amount not to exceed \$74,466.00 which includes contingency. This firm is located in Little Mountain, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS757801-658650). The original budget amount is \$74,466.00.

This is a Mentor Protégé Program Protégé Led project. Smoak Construction, LLC, a Minority Business Enterprise (W) located in Lexington, SC, is the protégé and will provide equipment and personnel services at 85.00% (\$52,695.53) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

Fortiline Waterline LLC, located in Columbia, SC, will provide fittings, manhole and sewer pipe at 15.00% (\$9,359.47) of the total contract amount.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 7, 2021**

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25. Council is asked to approve the Purchase of Purate (Sodium Chlorate/Hydrogen Peroxide) for the Lake Murray Water Plant, as requested by Columbia Water. Award to Water Solutions, as a Sole Source in an amount not to exceed \$200,000.00. This vendor is located in West Haven, CT.

Funding Source: Utilities Lake Murray Water Plant - Chemicals (5516207-624800). The original budget amount is \$200,000.00.

26. Council is asked to approve a Contract for Project SD8467; Falling Springs Improvements, as requested by Columbia Water. Award to RCG Construction, LLC in an amount not to exceed \$331,648.50 which includes contingency. This firm is located in Lexington, SC.

Funding Source: Engineering - Water & Sewer Improvements (5549999-SD846701-658650). The original budget amount is \$419,008.00.

This is a Mentor Protégé Program Protégé Only project. RCG Construction, LLC, a Minority Business Enterprise (W), is the protégé and will provide storm drain installation at 69.90% (\$201,592.00) of the total contract amount.

The following subcontractors will provide additional services:

Palmetto Corp. of Lugoff, SC will provide paving services at 4.90% (\$14,000.00) of the total contract amount.

L.A. Barrier & Sons, Inc., a Minority Business Enterprise (W) of Lexington, SC, will provide hauling at 25.20% (\$72,798.00) of the total contract amount.

27. Council is asked to approve the Contract for Landfill Waste Disposal Services for an initial term of five (5) years with the option to renew for an additional five (5) year period, as requested by Columbia Water. Award to Waste Management of SC, Inc., in an amount not to exceed \$440,000.00. This firm is located in Elgin, SC.

Funding Source: Solid Waste Disposal - Solid Waste Tipping Fee (6208955-631900). The original budget amount is \$440,000.00.

28. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID# P027198; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Patterson Road and Caroline Road, as requested by Columbia Water. Award to SCDOT in the amount of \$531,593.10.
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COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 7, 2021

Funding Source: This work will be funded through the Water Improvement Funds from FY 21/22 CIP WM335521 & WM335522 – Utility Conflicts Annual. The original budget amount is \$531,593.10.

29. Council is asked to approve an Agreement for Project WM442202; I-26 Widening Inspection Services for an initial term of two years with the option to renew for two additional one-year periods, as requested by Columbia Water. Award to Michael Baker International in an amount not to exceed \$552,345.93. The firm is located Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-WM442202-658650). The original budget amount is \$552,345.93.

This is a Mentor Protégé Program project. Michael Baker International is the mentor and will provide overall project management, program scheduling, and construction management services at 80.00% (\$441,845.93) of the total contract amount. Chao and Associates, a Minority Business Enterprise of Columbia, SC, is the protégé and will provide construction observation and reporting services at 20.00% (\$110,500.00) of the total contract amount.

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

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

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

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

First reading approval was given on August 17, 2021.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 7, 2021**

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31. Ordinance No.: 2021-067 Fifth Supplemental Ordinance Providing for the Issuance and Sale of a City of Columbia, South Carolina Special Obligation Refunding Bond (Hospitality Fee Pledge), Series 2021, in the aggregate Principal Amount of Not Exceeding \$31,000,000 in Order to Refund all or a Portion of the City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, Authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the Bond; Prescribing the Form and Details of Such Bond; and Other Matters Relating Thereto

First reading approval was given on August 17, 2021.

32. Ordinance No.: 2021-072 Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Latitude 32 Development, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03

First reading approval was given on August 17, 2021.

ORDINANCE - FIRST READING

33. Ordinance No.: 2021-063 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation

RESOLUTIONS

34. Resolution No.: R-2021-084 Authorizing the City Manager to accept the transfer of approximately 31.43 acres of Surplus Property located between SC Highway 277 and Park Street and to accept as Consideration for the Transaction portions of Grace Street; Henderson Street, Washington Street, Wayne Street, Chester Street, Aiken Street, Honors Road, and Crowson Road; Richland County TMS#09115, 09114, 09111, 09110, 09109, 09182 and to authorize the City Manager to execute any documents approved by the City Attorney necessary to consummate the transfer
35. Resolution No.: R-2021-089 Certifying Two (2) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1216 Taylor Street, Richland County TMS # R09014-09-03
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COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 7, 2021

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36. Resolution No.: R-2021-099 City of Columbia Policy on the Carry of Concealable Weapons during permitted, organized events within the jurisdiction of the City of Columbia and while on City premises or workplaces

EVENT RESOLUTIONS

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

37. Resolution No.: R-2021-087 Authorizing consumption of beer and wine only at the Gervais Street Bridge Dinner on Sunday, October 10, 2021
38. Resolution No.: R-2021-094 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Contemporaries Present Beer and Brats on Boyd Plaza on Thursday, October 21, 2021
39. Resolution No.: R-2021-096 Authorizing consumption of beer and wine only at Jerry Fest at the Five Points Fountain on Sunday, October 3, 2021 with a rain contingency date of Sunday, October 10, 2021
40. Resolution No.: R-2021-097 Authorizing consumption of beer and wine only at the Bierkeller at Riverfront Park Fall Happy Hours in the Amphitheater Area of the Riverfront Park Tuesdays, September 21, 2021, September 28, 2021, October 5, 2021, October 12, 2021, October 19, 2021, October 26, 2021 and November 2, 2021 with rain contingency dates of Thursdays, September 23, 2021, September 30, 2021, October 7, 2021, October 14, 2021, October 21, 2021, October 28, 2021 and November 4, 2021
41. Resolution No.: R-2021-098 Authorizing consumption of beer and wine only at the Bierkeller Art Along the Trail in the Amphitheater Area of the Riverfront Park Saturday, October 2, 2021 with rain contingency date of Saturday, October 9, 2021

PUBLIC INPUT ON ROAD CLOSURE

42. Resolution No.: R-2021-092 Public Input on Closing of Rugby Road adjacent to Richland County TMS #09305-04-18, 09305-04-19, 09212-01-01, 09309-15-11, 09309-15-08, 09212-02-01 and 09212-02-12

City Council will receive public input on the closing of the described property. No further action will be taken at this time.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 7, 2021

APPOINTMENTS

- 43. Citizens Advisory Committee to Columbia Police Department
- 44. Municipal Election Commission

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

PUBLIC INPUT

EXECUTIVE SESSION

- 45. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *COVID-19*
 - *Sylvia Copeland vs. COC*
 - *Rugby Road*
- 46. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - *Legislative Affairs*

ADJOURNMENT



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the August 5, 2021 Emergency Meeting and August 17, 2021 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** MN_08_05_2021 (PDF)
- **#b:** MN_08_17_2021 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES THURSDAY, AUGUST 5, 2021

The Columbia City Council conducted an emergency meeting on Thursday, August 5, 2021 at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 10:10 a.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., and The Honorable Daniel J. Rickenmann. The Honorable William Brennan was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

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

EMERGENCY ORDINANCE

1. Ordinance No.: 2021-069 Ratifying the Mayor's Declaration of a State of Emergency for the City of Columbia, South Carolina Enacted by Ordinance No.: 2021-068 (Facial Coverings) – *Approved*

Mayor Benjamin said we had our first Midlands Corona Virus Task Force meeting on March 6, 2020. It was the beginning of a journey that we have regrettably been on with the rest of the world for the last year and a half. Together as a community we have been struggling to do every single thing we can to preserve human life and livelihoods. We have provided resources for small businesses struggling under the weight of the pandemic. We took significant actions in the absence of state and national leadership in order to preserve human life without regard to politics. After our first declaration of an emergency, we were faced with the difficult decision of putting a mask ordinance in place. It was not politically popular. It was inconvenient, uncomfortable, and not the best scenario on hot summer days. But every respected scientist and institution will tell you that masks work to slow the spread of the virus. At that time, we were meeting remotely and I was sitting in the Mayor's Office being bombarded by a prominent business leader in town. He was



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, AUGUST 5, 2021**

disagreeing with our decision to potentially move forward with a mask ordinance. At that time there was a prevailing opinion that this virus only affected the old. I remember verbatim his comment as he was trying to persuade us from acting affirmatively. His statement was, “Why are you going to pass this to affect all of us if its only killing old people and they are going to die anyway?”. I remember that comment burning something inside of me, it was callous, mean, insensitive, and it was wrong. His comment only inspired me to keep protecting our seniors and all the citizens we are sworn to protect. We are at a different point of this journey now. We have had the alpha, beta, gamma, [variants] and now the delta variant is taking preeminence. Because of the leadership of different administrations, we now have a vaccine. The rise of the delta variant has caused more people to seek vaccination and that is a really good sign. The reality is still that our children, those under 12 do not have a choice to get vaccinated. In two weeks, they will step into a situation with a number of adults who have dedicated their lives to educating them, which many believe can be a very dangerous situation. Since we are required to send our children to school, then the state ought to be required to protect our children while they are at school. This is not a heavy lift, this is a smart, thoughtful, and compassionate action that ought not be political. I don’t think we should care what any politician thinks. We should focus on good public health practices that keep children out of the ICU. This is us acting in the interest of those that cannot be vaccinated, cannot vote, or don’t have a voice. This is us doing our job as compassionate leaders in the public sector to care for our babies. I encourage everyone to vote in the affirmative to ratify the state of emergency.

Mr. Patrick Wright, Senior Assistant City Attorney/ Senior Advisor said in the state of emergency and in the ratification is included that normal operations of City Council will be suspended.

Councilor Rickenmann said COVID-19 is a crisis and we are seeing it escalate. We are seeing our hospitals getting filled and health care workers overwhelmed. We need to do anything we can to encourage folks to get vaccinated and wear a mask when they are in public. It is the number one thing we know that works and keeps hospitalizations down. We need to encourage people to get tested when they are sick and stay home. We also need to encourage people to stay engaged with what is going on. There is nothing that prevents you from wearing a mask but there is a letter of the law that says we can’t implement this. We need to follow the law and continue to set up vaccination stations, hand out masks, and do whatever it takes to encourage people to do the right thing.

Mayor Benjamin asked what law says we can’t do this.

Councilor Rickenmann said state legislation, the proviso.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES THURSDAY, AUGUST 5, 2021

Mayor Benjamin said the proviso does not say we can't do this. I read it word for word for the press yesterday. If you decide not to support the issue, it is not because it is in violation of state law. We should be doing anything we can around vaccinations and education. Today, we are talking about children who are under 12 years old who cannot be vaccinated and the men and women who are charged with their care and education. Who will stand up to protect them?

Councilor Davis said we are taking the right steps to protect the most vulnerable among us, our children. Some of us remember the polio vaccine and the national decisions that had to be made in order to suppress that particular illness. Sometimes you have to make hard decisions and evolve. We did not know it was going to get this bad but we have evolved to a new norm. I don't leave home without wearing a mask. I have grandkids and these decisions are for them. I understand and support these preventive measures.

Councilor Devine said I want to thank staff for the research put into this. I was terrified when I saw the reports from Prisma Health Children's Hospital and I felt that we could and should do more. I have three children who will be starting school in less than two weeks. My four-year-old will be entering elementary [school] for the first time. He has been wearing a mask since the pandemic started. His day care has not had any outbreaks due to requiring masks. My two other children are not eligible to be vaccinated but the state tells me I have to send them to school. Now the state wants to tell our hard working educators and school districts that if they try and protect our children that we put in their care that they will be penalized by the state. That is not the message that we as elected officials should be sharing. We should be trying to support every effort to stop the spread of this disease and to protect all citizens. Politics have been played since the beginning of this pandemic which has caused many people not to trust vaccination or that this virus isn't as deadly. We need to stop playing politics with our health, life, safety, and businesses. If we have another outbreak, we won't have businesses. Shutting down schools and businesses is not an option that any of us want. If we can help reduce the spread within our means, we should do it. I do feel that if we don't take this step, we are sending our kids back to school with no protection.

Councilor McDowell said there is the letter of the law and there is the spirit of the law. As we struggle with the whole issue of a mask mandate, my response is that this is simply a moral responsibility of this Council to protect our children. Protecting our children should not be taken lightly. The numbers are glaring. Even if we operate under the letter of the law there is that moral piece that sets each of us ablaze with making sure our children are protected. Our responsibility is to protect our educators who interact each day with our children. We cannot take this lightly and we need to make sure we are doing anything humanly possible to protect our most vulnerable. I agree wholeheartedly with this emergency ordinance.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, AUGUST 5, 2021**

Mayor Benjamin said the South Carolina Constitution empowers the City of Columbia to act and provide adequate protection for the lives, safety, health, and welfare of its citizens. The city codes also gives the mayor the authority to declare a state of emergency to afford adequate protection for lives, safety, health, and welfare when directed by the City Council. It is clear that we are in no way in violation of any state law. The yearly state budget proviso does not trump the SC Constitution and our rights and responsibilities therein. I want to thank all of the education leaders who have reached out offering their support. We need to stand up for those of us who are defenseless.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted five (5) to one (1) to approve Ordinance No.: 2021-069 Ratifying the Mayor's Declaration of a State of Emergency for the City of Columbia, South Carolina Enacted by Ordinance No.: 2021-068 (Facial Coverings). Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.

Councilor McDowell said I want to bring up a conversation we had at our last council meeting. I talked about the pandemic we are experiencing but I also talked about the other pandemics that are just as critical in this city and nationally. I talked about hiring a chief medical officer. I want to further discuss this topic at our next council meeting

Councilor Devine said I believe the direction was that staff was going to do their due diligence in investigating that. A conversation to be had without the data would be premature.

Ms. Teresa Wilson, City Manager said staff is in the process. If it's at the will of the Council, we can have that information by the next council meeting.

ADJOURNMENT

The meeting was adjourned at 10:42 a.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 17, 2021

The Columbia City Council conducted a meeting on Tuesday, August 17, 2021 at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:10 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. Moore 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.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to adopt the agenda, subject to adding the Nathaniel Abraham, Sr. Day Proclamation.

1. Nathaniel Abraham, Sr. Day Proclamation - The Honorable Mayor Stephen K. Benjamin – *Received as information. No action was taken.*

Mayor Benjamin and the members of City Council proclaimed August 17, 2021 as Nathaniel Abraham, Sr. Day in the City of Columbia.

Ms. Tanita Abraham, Youngest Daughter of Mr. Abraham said we traveled from Fort Mill, SC to accept this and we appreciate it. We can't begin to say that we can speak as eloquently as my father or even partially fill his shoes. I do know that everything that he fought for and stood for made him happy and he is smiling right now. We are saddened by our loss and the loss for the community, but we know that it was a life well lived and a job well done. Thank you again to each of you for recognizing all that he attempted to do to assist his fellow man. Please know that although we are saddened we will definitely do our very best to continue and build on his legacy.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

Mayor Benjamin said Mr. Abraham was always present, always leading, and serious about his business of protecting the people's work. He will be sorely missed and I can only imagine the treasure trove of memories that helped shape the City over the last half century that you might have in your archives.

APPROVAL OF MINUTES

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

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to approve the August 3, 2021 City Council Meeting Minutes.

PRESENTATIONS

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

Mayor Benjamin and the members of City Council proclaimed August 17, 2021 as Columbia-Richland Fire Department Appreciation Day in the City of Columbia.

Mayor Benjamin said we can't even begin to encapsulate all the work that the men and women of the Columbia-Richland Fire Department do. Time and time again we have leaned on you even in some very non-traditional responsibilities and time and time again you stepped up and made it happen. This is a brief opportunity to say how much we appreciate all of you and thank you for your service.

Mr. Aubrey Jenkins, Columbia-Richland Fire Chief said thank you Mayor, Council, and City Manager for this recognition. We are certainly going to continue to make sure that we keep our citizens and visitors safe.

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

Ms. Miriam Atria, President/CEO of Capital City/Lake Murray Country Regional Tourism Board said we just had our annual meeting. This is when we get together with our funding partners, tourism alliances, and advocates to unveil what we have done in the past year and what is expected in the coming year. In the last four months of our fiscal year we hosted five major national tournament events. All of these events brought national TV exposure which included our tourism



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 17, 2021

ad for this region. We just returned from ICAST, the largest fishing and outdoor show in the United States. This tourism region is a 1.5-billion-dollar industry for the four counties that our organization promotes. We have returned with some great business for 2022, 2023, and into 2024. We are hosting the Women's Sunfish Regatta in September. It will bring people from all across the United States. Some of the businesses we are bringing will also support rentals at the Columbia Convention Center. During the pandemic, the Capital City/Lake Murray board committed 54% of our budget on direct marketing and advertising. We are on the way to the world food championship. Seven chefs from this region were chosen including Master Chef John Cooper, a resident of the City of Columbia. This region is going to receive unprecedented media coverage from the world food championship on the *Food Network* television show. Our region's message is being shared through media press partners who provide us with an annual report as well. Last fiscal year, 162 articles were published on this region's various tourism facilities, itineraries, attractions, etc., and 18 billion media impressions were made from the 162 articles. That is a \$168 million marketing value for this region and we spent \$681,000. We have a regional show called *Beyond Your Backyard* with Eric the Travel Guy. Many Columbia and regional attractions are featured in this show that will be airing in the fall on PBS. We joined with our South Carolina regional partners to produce a one hour show on the Revolutionary War trail journey through South Carolina. The production has been completed and will be airing on January 2022. *Forbes Magazine* named our region a top southern destination. *More Real News Food and Travel Magazine* named us as a top food and travel destination. We are spreading the message that we are the region in South Carolina to visit; come spend a night and spend your money. We couldn't do this without our partnership with the city and for that we are always grateful. Mr. Davis has served on our board of directors for 20 years. We heard he is thinking about retiring and we did not want you to leave us without a small memento in recognition of the wonderful partnerships, for helping us with our tourism efforts, and for the 20 years you have been an asset to our organization. We just wanted to give you a small token of our appreciation today.

Mayor Benjamin said your presentations always capture all the great substance of the work that you have been doing. You are right, the exponential value to the quality of life in the Midlands has been amazing. Thank you and your team.

CITY COUNCIL DISCUSSION / ACTION

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

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



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

Mr. Harry Tinsley, Emergency Management Director said according to the CDC, the seven-day moving average for daily COVID-19 cases has increased 18.4%. The previous week we had 114,000 cases. Of the four classified variants of concern, the combined portion of those cases are attributed to delta. This is estimated to increase from 83.4% to 97.4%. As of August 15th, 44 states are now classified as high community transmission. South Carolina is now included in that list. Six states are classified as substantial and zero states are classified as low. The top states with the highest cases are Louisiana, Florida, Mississippi, Arkansas, Alabama, and South Carolina. All 46 counties in our state now have high disease activity. According to DHEC data from July 1st to July 31st, of the 26,848 cases reported where DHEC could determine vaccine status, 88% of those were considered not fully vaccinated. Of the 550 hospitalizations reported, 77% of those were considered not fully vaccinated. Of the 110 deaths reported, 87 were considered not fully vaccinated. As of August 14th, Japan and Mexico are seeing their slope increase, the United Kingdom is plateauing, South Africa is decreasing their peak, and India is fully plateauing. We started seeing ours in July so we are kind of in the middle in the state. We have two more vaccine locations next week: August 24th at Melrose Park and August 25th at Woodland Park from 1 p.m. to 5 p.m. As of today, the state's confirmed case count stands at 545,625 with 9 million tests administered to date. The new case count for today is 1,991 confirmed with 286 probable for a total of 2,277 combined cases. The percent positivity rate is 13%. There were six new confirmed deaths and one probable bringing the total to 8,916. In Richland County, the test count stands at 44,307. There were an additional 129 with 23 probable. Over the last 14-days we are averaging about 179 per day in Richland County. Statewide utilization rate is at 79% and ICU bed utilization is also at 79%. As of today, there are 1,718 patients currently hospitalized due to confirmed or suspected COVID-19. In Richland County, the hospital bed utilization is 68.9% and there are 129 patients currently hospitalized. DHEC reports that there have been 4.3 million doses of vaccines administered in our state. In Richland County, 57.7% of residents have received at least one dose and 48.8% of those have completed their vaccinations. As of August 16th, 59.8% of the U.S. population has been fully vaccinated and 72.1% have received at least one dose.

Councilor Devine asked if we have the hospitalization numbers for the Children's Hospital.

Mr. Harry Tinsley, Emergency Management Director said I do not have that data. It is reported to the counties. I will reach out to their emergency management to obtain that data.

Mayor Benjamin said I agree we need to see the children's hospital numbers on a regular basis. I do know that statewide Prisma saw overnight a 10% increase in admissions. Lexington had the highest number of admissions since the beginning of the pandemic this past weekend. We are seeing concerning trends. One consistent thing we see is that the likelihood of someone surviving goes up dramatically if in fact they receive the vaccine. I want to encourage anyone to take one of the vaccines authorized for emergency use because it can indeed help save your life. Almost every



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

case now is the delta variant. If you haven't started reading about the lambda and epsilon variants, then you should. The epsilon variant shows a significant vaccine resistance. If we don't do anything we can as quickly as we can this can be an ever ending journey. There are ways to stop it, obviously get vaccinated, mask up, and follow any regulations to indeed save lives, improve public health, improve education of children, and save our businesses.

6. Chief Health Officer Proposal - The Honorable Edward H. McDowell

Councilor McDowell said there are 10,000 deaths in South Carolina due to COVID-19. Children are continuing to be diagnosed with COVID-19. There is also the pandemics of diabetes, cancer, HIV, obesity, and sickle cell that we have not discussed but continue to ravish the lives of people. We talked about the delta variant, epsilon variant, and lambda variant. I hope we don't get to the point where we have to execute a name for every letter of the Greek alphabet. If our city is going to be a health haven, we cannot continue to negate the fact that 29203 and 29229 have the highest number of amputees and highest numbers of hard medical issues. We can't just sit silently by and not do anything. Do we allow persons with expertise to step forward to help persons in those areas? If we are going to beat this delta variant and move in a direction where folk are being resourcefully helped, then we need to act today. It saddens me when I talk to a family who just admitted a child to ICU. I have children and honestly I am scared. This is not political at all; this is about saving our city. There are other municipalities in the United States that have health officers like Atlanta, Baltimore, and Miami. It is time to step up and make health a priority. People are going to continue to die and our children are going to continue to be at risk. Everything that was said today is factual and we need to do something. I would like to propose that we refer this to the Administrative Policy Committee and continue the conversation within a parameter of two to three weeks.

Councilor Duvall said I take exception to Mr. McDowell's request. He says this is not political, but we all know this is political. One of the candidates in the mayoral race has run on this. I received an email criticizing one of our colleagues calling them irresponsible and dangerous for objecting to it. I am not sure if I object to the position of a health officer as much as I object to it being interjected into the City Council debates before the people vote in November. I have told many people that the group we have representing the city at the present time and the staff is one of the best councils I have ever sat on. It's representative of lots of diverse options. We debate, we come to a decision, and we move on. The position of a health officer has been promoted by a candidate that is running for mayor. It is being debated in the many forums that are coming to the city about the mayor's election. I think we should at least wait until the new council is sworn in to see if this has public support and political support on the seven-member council. I don't mind referring to the Administrative Policy Committee but I don't think our staff should spend a lot of time doing research. I can tell you that if you research South Carolina, you will not find a city with



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

a chief health officer because that is a county responsibility. We have county health offices, department of health and environmental control, and the city's risk and emergency department. I am not sure what more can be done with a chief health officer than we are presently doing. I would respectfully ask that this be held until we have the election.

Councilor McDowell said I disagree with your political stance. This is a health stance for me and thousands of other people. You raised the issue of this being political and having to wait until the election; folk are dying. They shouldn't have to wait until someone is elected, whoever that person might be. This is not political but you made it political by wanting to push this off. It's not only COVID-19 affecting the community, it's also cancer, diabetes, and others. We each support our candidate of our choice. It has nothing to do with one candidate bringing up the whole notion of a chief health officer. If we keep waiting, folks are going to keep dying.

Councilor Rickenmann said I appreciate bringing forth these issues because there are priorities that need to be addressed. One of the things I have discovered since this discussion has come forth is that we haven't reached out to the agencies here and engaged the folks that can do things today. If this goes to committee, you need to make sure those folks are at the table. Between DHEC, the School of Medicine, and the 1,700 providers who provide home health that is covered through various insurances like Medicaid and Medicare. There are opportunities to make sure that we get the help that folks need, the advice they need, and any services they need virtually or at home. Bringing this forward is a great step in acknowledging that we have some health disparities in our districts. I am not sure that a health officer is going to make anything happen faster than any agency. We need to show people how to take advantage of what is out there. We should reach out to these agencies including Blue Cross Blue Shield which provides services through their health foundation. I would ask that you bring those agencies into the committee and ask them to be engaged.

Councilor Devine said the way that this came forward was not our normal process. Whether this is political or not, the perception is that it is. When you have a press conference in front of City Hall and announce something before it is brought to the city manager for consideration, it can be taken as political. The resolution that was prepared talks a lot about statistics in 29203. In 2014 Prisma Health came here at my request to address the work that they were doing to address health disparities. They told us then that there was a community health council specifically for 29203. I wanted to verify if that is still happening and it still is. It has been revamped into Rise Up Richland. They have DHEC, school districts, mental health providers, and others at the table. I would ask our staff to reach out to see what they are doing and make it a part of the report. I have no objection of it going to committee to evaluate and actually look at the data to see who is already doing what. I would like to hear from staff on what information has been put together and what additional



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

information they feel needs to be put together before it gets to committee. If we want to address something it does not always have to be the city doing it, it is working together with our partners to actually make sure we are impacting our community. Ms. Wilson is there any new data or information?

Ms. Teresa Wilson, City Manager said yes, we presented information to Mr. McDowell to present at the committee. What we found in the research is that this should be a collaborative effort with the different agencies that we have at our disposal here in the Midlands. We did a thorough review of what a chief health officer is, which is very different than a chief medical officer. I have heard those terms being interspersed. This is not someone who is a doctor at a hospital system but it someone knowledgeable of health disparities and public health issues. The cities that have that position in place typically is where the health department itself reports up in that chain of government, which is not the way that we are structured in Columbia. We do have DHEC, a medical school, a university that has a public health department, and wonderful hospital systems that we can potentially bring together as some type of committee of the city to work with you all to focus in the particular zip codes where you are seeing underserved communities and health disparities in particular. The council through the committee process can determine recommendations on what would be the best direction to go. It will not be something we can do this budget year because we have not budgeted for a position like that. But the research does show we can address this in a collaborative way.

Councilor Davis said I don't have a problem having the city play a major role in making sure the health of our citizens is top notch. We do have a number of partners and agencies assigned to certain areas of health management and care. If we are getting true benefits from all of these partners and agencies that are on the payroll, then why are the numbers so high in 29203 and 29222. There has to be a reason somebody is not hitting the target. There is nothing wrong with having a professional that guides the city on the path of being a true health city and making sure the people that we serve are in the best of health. I think the committee process is fine. I am not approaching this from a political view. I can see that someone is missing the boat if our health disparities are this high with all these partners we have.

Mayor Benjamin said there was a lot said and a lot of it I think is completely unrelated to the issue before us. Some of it seems to be presented as mutually exclusive options that are not mutually exclusive options. Under our state statute, the city manager has the authority to establish departments and staff positions. This council can decide to vote on the spirit of this and direct the city manager to move forward with the council's will. There is also the authority under state law for a city to establish their own health commission. The fact that there is no position like this in South Carolina doesn't matter. We should never hesitate when it's right or when it's in the interest



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

of the life, health and safety of our citizens. We obviously have the authority under state law to maintain a board of health that will have operational responsibilities. Maybe in the age in which we are living its time for that. As we worked our way through this pandemic, we have been fairly reactive. An opportunity to be more proactive is not a bad idea. If we believe something is a good idea and is as important as this is, we need to allow a good idea to advance if it has our support. If it's a bad idea, then we go through the process and choose otherwise. The opportunity to have a discussion with all the other organizations in the Midlands in charge of these responsibilities is important. But it's our sworn responsibility to do everything we possibly can. If a recommendation comes back from the committee, then we'll take it up in whatever form it is and hopefully not have to debate this again.

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

Councilor Rickenmann said we have already taken action as a council to form the committee. We all put together a subcommittee that was supposed to take three different economists and we were to choose one to move forward. We need the committee to start operating if we are going to be competitive in the restructuring that is going on in the U.S. I had three institutional lenders and developers in town this week looking around our city. We need to be having the discussion on how to be competitive to get those outside investments and grow as the restructurings comes. Let the three economists get together and structure this committee so that we can have community dialogue and try to advance the ball.

Councilor Duvall said I will get with the clerk and provide her the three economists' names and to schedule the committee meeting.

CONSENT AGENDA ITEMS 8 THROUGH 28

Upon a single motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve **Consent Agenda Items 8 through 28**.

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

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



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

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

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

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

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

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

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

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

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

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

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



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

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

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

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

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

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

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

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

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



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

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

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

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

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

20. Council is asked to approve an Agreement for Project WM4263; Water Quality Consulting for Fiscal Year 2021/2022 for an initial term of ten months with the option to renew for one additional one-year period effective September 1, 2021, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$75,000.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water Compliance - Consultant Fees Contract (5516230-636700). The original budget amount is \$75,000.00.

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

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

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



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

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

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

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

The following subconsultants will provide additional services:

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

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

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

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

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

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

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



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

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

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

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

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

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

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

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

27. Ordinance No.: 2021-066 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 2, Council Meetings, Sec. 2-59 Council committees and special committees - *First reading was given on August 3, 2021 – Approved on second reading.*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

28. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 80-acre portion, N/S Percival Road – 4621, 4635, 4651, and 4655 Percival Road; TMS# 25600-03-04(p) - *First reading approval was given on May 18, 2021 – Approved on second reading.*

Ordinance No.: 2021-036 Annexing and Incorporating an 80-acre portion N/S Percival Road known as 4621 Percival Road, 4635 Percival Road, 4651 Percival Road and 4655 Percival Road, Richland County TMS# 25600-03-04(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 - First reading approval was given on May 18, 2021 – Approved on second reading.

Council District: 4

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

Applicant: C. Ray Miles / HVP3 Development, LLC

Staff Recommendation: Approval

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

ORDINANCES - FIRST READING

29. Ordinance No.: 2021-067 Fifth Supplemental Ordinance Providing for the Issuance and Sale of a City of Columbia, South Carolina Special Obligation Refunding Bond (Hospitality Fee Pledge), Series 2021, in the aggregate Principal Amount of Not Exceeding \$31,000,000 in Order to Refund all or a Portion of the City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, Authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the Bond; Prescribing the Form and Details of Such Bond; and Other Matters Relating Thereto – *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to amend Ordinance No. 2021-067 to reflect a Principal Amount of Not to Exceed \$31,000,000.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall Council voted unanimously to give first reading approval to Ordinance No.: 2021-067 Fifth Supplemental Ordinance Providing for the Issuance and Sale of a City of Columbia, South Carolina Special Obligation Refunding Bond (Hospitality Fee Pledge), Series 2021, in the aggregate Principal Amount of Not Exceeding \$31,000,000 in Order to Refund all or a Portion of the City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, Authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the Bond; Prescribing the Form and Details of Such Bond; and Other Matters Relating Thereto.

30. Ordinance No.: 2021-072 Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Latitude 32 Development, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03 – *Approved on first reading.*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-072 Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Latitude 32 Development, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03.

ZONING / PLANNING MATTERS - FIRST READING

31. ZONING TEXT AMENDMENT to Amend the text of the Unified Development Ordinance – *Approved on first reading.*

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

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

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

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



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No: 2021-062 Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2) A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure.

RESOLUTIONS

32. Resolution No.: R-2021-047 Approving Assessment Roll for City Center Business Improvement District – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-047 Approving Assessment Roll for City Center Business Improvement District.

33. Resolution No.: R-2021-090 Supporting We Love Five Points LLC's proposed concept for development of the former Wells Fargo property located at 705 Saluda Avenue in Five Points – *Approved*

Upon a motion made by Mr. Brennan and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2021-090 Supporting We Love Five Points LLC's proposed concept for development of the former Wells Fargo property located at 705 Saluda Avenue in Five Points.

34. Resolution No.: R-2021-091 Ratifying and Authorizing the City Manager to execute an Agreement between the City of Columbia and Celia Saxon Shopping Center, LLC for the Employee Health Center – *Approved*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2021-091 Ratifying and Authorizing the City Manager to execute an Agreement between the City of Columbia and Celia Saxon Shopping Center, LLC for the Employee Health Center.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

35. Resolution No.: R-2021-093 Certifying Five (5) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the Code of Laws of South Carolina (1976), as amended, regarding property located at 2200 Hampton Street, Richland County TMS # R11407-14-01 – *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-093 Certifying Five (5) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the Code of Laws of South Carolina (1976), as amended, regarding property located at 2200 Hampton Street, Richland County TMS # R11407-14-01.

EVENT RESOLUTIONS

36. Resolution No.: R-2021-080 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Arts and Draughts on Friday, September 10, 2021 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2021-080 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Arts and Draughts on Friday, September 10, 2021.

37. Resolution No.: R-2021-086 Repealing and Replacing R-2021-034 Authorizing consumption of beer and wine beverages only at the Lifting as We Climb Fundraiser on Main Street on Saturday, September 18, 2021 – *Approved*

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

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-086 Repealing and Replacing R-2021-034 Authorizing consumption of beer and wine beverages only at the Lifting as We Climb Fundraiser on Main Street on Saturday, September 18, 2021.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 17, 2021

APPOINTMENTS

38. Advisory Council on Equality – *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to appoint Todd Shaw, Dylan Gunnels, Darius Jones, Tarra McRavin, Tyson Lusk, Tanya Hatton, Jeff March, Grant LeFever, and Sien Rivera to the Advisory Council on Equality.

39. Columbia Housing Authority – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to reappoint Ernest W. Cromartie, III to the Columbia Housing Authority for a second term of five-years.

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted unanimously to reappoint George Green to the Columbia Housing Authority as a resident commissioner for a third term of five-years.

40. Design Development Review Commission – *Deferred*

41. Food Policy Committee – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to appoint Jabari Bodrick, Roddrick Dugger, Lauren Eckstrom, Guillermo Espinosa, Regina Greer, Quinn Hayes, Jennifer Lobel Kahn, Zack King, Tyler McDonald, Omme-Salma Rahemtullah, and Yumi Weathersby to the Food Policy Committee for a term of two-years.

42. Transportation Penny Oversight Committee – *Deferred*

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to refer the Chief Health Officer Proposal to the Administrative Policy Committee.

Councilor Duvall said we were asked to look at reconstituting the Memorial Park Committee. It was formed about 30 years ago but it never had a structure to it. Some of the members of the committee are now deceased. Legal staff is currently working on this request.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 17, 2021

Councilor Brennan said a lot of the topics we have talked about today would benefit from the leverage of federal, state, or non-profit funding that is out there floating around. Mrs. Wilson, can you give us a quick update on where we are with our full-time grant writer position so that we can take some action on pursuing these funding outlets?

Mrs. Teresa Wilson, City Manager said we have it posted. We were not seeing the breadth of applicants that we were looking for so have reposted it. I do think we are at a point now to have interviews. I brought the first professional grant writer to the city many years ago. We lost her to the university but we still partner with her. We have reached out to her to help us look for some good applicants. ACM Simons hired a grant writer specifically for the Parks and Recreation Foundation. That is proving to be really successful. We are trying to work with certain departments like police and fire. They are always applying for grants as well.

PUBLIC INPUT

Ms. Oveta Glover, said I appreciate the opportunity to come before you. I am representing family and friends in the community to say thank you for taking the unprecedented stance and making the decision to mandate mask wearing in our schools. Council, continue to stand for your rights, being responsible, making intelligent decisions, governing for a healthy tomorrow, and saving our youth and community. I represent Funds, Inc., the organization that sponsors the annual statewide black history parade and festival. An effort to educate our communities about our history. The City of Columbia Parks and Recreation Department assisted with this effort since 2004. Thank you for your continued support and we shall see you in February. I also stand as president of the Columbia branch of the NAACP to inform you that we stand whole heartedly with the City Council mask mandate. We are demanding Governor McMaster lift the mask ban and that he join in the effort of saving the lives of our youth and our community. We are encouraging everyone to continue to wear masks and get vaccinated. In February, the Columbia branch NAACP launched a housing navigator program, an effort to guide or assist those community members that are facing evictions from their homes. We have people that are going to be put out that have been in their homes all their lives. We are there to help them navigate through the system. We have partnered with over 40 lawyers, South Carolina Appleseed, and some other entities with monies that people can receive. We encourage those of you that are hearing my voice to please tell anyone that may be facing eviction that they have an organization that can assist them. Since February, we have been able to guide and assist over 120 families.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

Councilor McDowell said I issued a challenge to County Council Derreck Pugh to stuff a bus of school supplies. I have already declared the city is going to win this. The school supply drive will be held at the Page Ellington Park on Saturday, August 21, 2021 from 12 p.m. to 3 p.m. Please come out and show your support. We have computers as well that are going to be designated to schools.

Mrs. Teresa Wilson, City Manager said I have been advised by the Clerk that we are anticipating a run-off election on November 16th. We have a council meeting scheduled for that day and we are proposing to move that meeting to November 9th.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve the revision to the Council Meeting calendar to move the November 16, 2021 meeting to November 9, 2021.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to enter into Executive Session at 4:11 p.m. for the discussion of **Items 43** through **45**.

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

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

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

*Bierkeller
Graph-itti*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 17, 2021**

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

*Legislative Affairs
Deed Restrictions for 1001 Senate Street*

ADJOURNMENT

The meeting was adjourned at 6:08 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

COVID-19

- Intergovernmental Collaboration
- Premium Pay



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: COVID-19 Update and Related Policies and Protocols - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

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

PURPOSE: COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director
Premium Pay, Cost of Living Adjustments, and Vaccination Incentive Package - Ms. Teresa Wilson, City Manager



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Fiscal Year 2021/2022 Hospitality Tax Supplemental Allocations - Ms. Melisa Caughman, Budget & Program Management Director

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

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

ATTACHMENTS:

- **#a:** Budget Memo Hospitality Tax Surplus funds (PDF)



We Are Columbia

Office of Budget & Program Management
1136 Washington Street, Ste. 504, Columbia, SC 29201 • Phone: 803-545-3146 • Fax: 803-545-3147

TO: Honorable Steve Benjamin, Mayor & Columbia City Council
Teresa Wilson, City Manager
Cc: Jeff Palen, CFO/Assistant City Manager
FROM: Missy Caughman, Budget & Program Management Director *MAC* **DATE:** August 31, 2021
RE: Hospitality Tax Supplemental Allocations

City Council is asked to consider making allocations from Hospitality Tax to the following applications:

Organization	Project	Amount Requested
Jam Room Foundation	Jam Room Music Festival	\$90,000
Midlands Authority for Conventions, Sports & Tourism	2021-22 Regional Sports Marketing Campaign	\$50,000
Parks & Recreation Foundation	MLK Day Celebration, Veterans Day, New Year's Eve Celebration and Summer Concert Series	\$25,000

The amount available for allocation from Hospitality Tax is \$130,000 which comes from a combination of \$30,000 that was unallocated in the FY 21/22 Approved Budget and \$100,000 from Hospitality Tax surplus. A budget amendment will be required if the available funds are allocated.

Please let me know if you have any questions or if you need additional information.



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-100 Approving the Honorary Naming of Richland Street between Two Notch Road and Oak Street "Trinity Baptist Church Way"

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2021-100 Trinity Baptist Church Way (PDF)

RESOLUTION NO.: R-2021-100

Approving the Honorary Naming of Richland Street between Two Notch Road and Oak Street "Trinity Baptist Church Way"

WHEREAS, Trinity Baptist Church was chartered in 1921 by a small group of believers separated from Second Nazareth Baptist Church and began holding services in a hall in the 1600 block of Waverly Street (Elbow Alley), relocated to 1600 Harden Street across from Benedict College and in 1937 located to a new church building at 2521 Richland Street where it continues to thrive and impact the community; and,

WHEREAS, throughout its history, Trinity Baptist Church has served not only its members, but also the Waverly Street, Reed Street and Edgewood communities and the Columbia area;

WHEREAS, Trinity Baptist Church partnered with the City of Columbia to revitalize the Waverly and Reed Street Community; coordinates with other churches to feed the homeless; is as a referral service for community resources and employment for the Edgewood Community; is an after school tutorial site for kids in the Waverly and Edgewood Communities; has sponsored free health fairs and screenings and COVID-19 testing site; has served as a food distribution site and community hub for social gatherings, political forums and monthly NAACP meetings; and twice received a 21st Century STEM grant to serve kids throughout the Columbia area during the summer; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2021, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of Richland Street between Two Notch Road and Oak Street "Trinity Baptist Church Way." The design and color of the honorary signs shall be subject to the approval of the Director of Public Works.

Requested by:

Councilmember McDowell

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



City Attorney

City Clerk

Introduced:

Final Reading:

APPLICATION



HONORARY STREET/FACILITY AND SITE NAMING

Please see submission checklist for materials necessary for application

SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION

Application form and materials are **DUE AT 4:00 p.m.** thirty (30) days prior to ceremony.

Is the designation: ☒ Street Naming Topper
(sign will be posted above standard city street signs)
☐ Facility and site naming

Checklist: ☐ Application
☐ Council Member Sponsor
☐ Letter(s) of Support

Reginald A. Rearden
Applicant Signature*

Reginald Bearden 1950@gmail.com
E-mail Address

Reginald A. Rearden
Print Name

804 Christina Ct Col. SC 29229
Mailing Address

(803)-351-2881
Phone Number

August 26, 2021
Date

Check and initial acknowledging application requirements.

☒ RAR Signage wording cannot exceed twenty-six characters

☒ RAR Any changes to initial request must be made no more than 20 days prior to ceremony in writing

☒ RAR Signage wording and resolution will be finalized 15 days prior to ceremony

☒ via email Applicant must provide letter(s) of support from neighborhood association, institution or business(s) impacted by the proposed honorary street, facility or site naming

APPLICATION



We Are Columbia

HONORARY STREET/FACILITY AND SITE NAMING

1. Name of individual or organization to be honored:

TRINITY BAPTIST CHURCH Way

2. Name of street, facility or site proposed for designation:

Please list the intersecting street and block number. No more than two signs are permitted per designation.

²⁵⁰⁰ ¹⁹⁰⁰ ²³⁰⁰ ¹⁸⁰⁰
Richland St. - Two Notch Richland St. - Oak St.

3. Attach sheet describing the significant contribution(s) this individual or organization has made in the community:

4. Location, date and time of unveiling ceremony: Trinity Baptist Church
Sunday, Sept 12 @ 4:00 p.m.

5. Council Member Sponsor:

Name: McDowell

FOR STAFF USE:

Council Member Sponsor: ☒ Approved ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Review Type: ☐ Staff ☐ Council _____ Council Date

APPLICATION
HONORARY STREET/FACILITY AND SITE NAMING
TRINITY BAPTIST CHURCH ADDENDUM

The Trinity Baptist Church has been a beacon of hope in the Edgewood Community for the past 100 years. While we're grateful for our past and expectant for our future, it's incumbent on us to carry on what those four gentlemen who met 100 years ago started; "to be a reflection of Christ to the Community." Trinity has served the community for over 100 years, below is some highlights of Trinity's service to the community:

- 100 years of serving as the spiritual pulse of the Waverly community through worship services, prayer meetings and Bible studies;
- Partnered with the City of Columbia during the Revitalization of the Waverly and Read Street Community;
- Partnered with community churches in the feeding of the homeless;
- Served as a referral service for community resources and employment for the Edgewood Community;
- Served as a site for After School Tutorial Program for kids within the Waverly and Edgewood Community;
- Sponsored several Health Fairs with free screenings for the Columbia Area;
- Recipient for two consecutive years of a 21st Century STEM Grant which served kids throughout the Columbia area during the summer;
- Served as a testing site for COVID-19;
- Served as a food distribution site;
- Served as a Community hub for social gatherings to include meetings, seminars, weddings, banquets, galas, political forums and NAACP monthly meetings at the Trinity Educational and Community Center.

*Edgewood/Read Street
Community Improvement Cooperative Council*

Post office Box 4600

Columbia, SC 29240

August 27, 2021

Mr. Ed McDowell, City Councilman
Columbia City Hall
1737 Main Street
Columbia, SC 29201

Dear Councilman McDowell:

For as long as most of us can remember, the Trinity Baptist Church has been a vital, positive, active and supportive member of our greater Edgewood and Waverly communities. The beloved and respected pastor, officers and members of Trinity have demonstrated by their words, actions and deeds, that they know and understand the importance of community; and yet, of even more significance, they have shown in every way that they know and practice the importance of modelling and keeping Christ in the community.

Trinity has served as a leader in meeting the various needs of members of its surrounding communities. It has supported the revitalization of Edgewood, fed the hungry, helped our youngsters with a variety of after school educational programs and activities, assisted our Seniors and youngsters as they mastered using technology and their computers, served as a source of help when community members were in need and seeking employment, and it has helped our local residents by providing necessary resources for health screenings and referrals. For several years, Trinity has served as host for our Annual Edgewood/Read Street CICC Community Christmas Caroling Celebration. As volunteer host of this event, Trinity has provided a warm meeting space in their Community Center (TECC), as well as entertainment and refreshments for over 100 youngsters and seniors. Previously, we met outside in the cold at various locations in the Edgewood community. For this activity, members of the CICC Christmas Caroling Committee provide toys and gifts for each child.

We feel that the pastor and members of Trinity Baptist Church have not just lived and practiced their faith within the walls of Trinity; we have seen and benefitted from what they have actually done outside the church; in the communities that surround the church. Members of Trinity are encouraged to become and stay actively engaged in their community. For these reasons and many others, we are delighted to recommend and support the honorary naming of Richland Street in its honor.

Please feel free to call me on (803)414-9695 should you have any questions or need any additional information.

My best regards,

Alexzena I. Furgess

Alexzena Irving Furgess, Vice President
Edgewood/Read Street CICC

CC: Carl Frederick, President



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Office of Business Opportunities

FROM: *Melissa Lindler, Office of Business Opportunities Director*

SUBJECT: Extraordinary Headhunters, LLC Business Spotlight - Ms. Melissa Lindler, Office of Business Opportunities Director

FUNDING SOURCE & ORIGINAL BUDGET:

BUSINESS PROGRAM: Female Business Enterprise

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:

Extraordinary Headhunters, LLC Business Spotlight Honoree for 2021 Proclamation - The Honorable Mayor Stephen K. Benjamin

The purpose of this presentation is to recognize the 2021 Small Business Spotlight Honoree, Ms. Kiara Streater, Founder/CEO of ExtraOrdinary Headhunters, LLC, a full-service staffing and marketing company headquartered in Columbia, South Carolina. The three-year-old company recently opened four operations in Colorado Springs, Colorado; Denver, Colorado; Seattle, Washington; and Grand Rapids, Michigan.

ATTACHMENTS:

- **#a:** City Council Memo for Small Business Honoree Kiara Streater (PDF)
- **#b:** OBO presentation (PDF)
- **#c:** Extraordinary Head Hunters Proclamation (DOCX)



We Are Columbia

MEMORANDUM

TO: Mayor Stephen K. Benjamin and Members of the Columbia City Council

CC: Teresa Wilson, City Manager
Missy Gentry, Assistant City Manager
Erika Hammond, City Clerk

FROM: Melissa L. Lindler, Director *ML*
Office of Business Opportunities

DATE: September 2, 2021

SUBJECT: 2021 Small Business Spotlight Honoree – *Mrs. Kiara Streater, Mogul & Business Owner*

The City of Columbia’s Office of Business Opportunities is pleased to recommend Mrs. Kiara Streater, President and CEO of Extraordinary Headhunters, LLC, as the 2021 Small Business Spotlight Honoree. The company is a full-service staffing and marketing company headquartered in Columbia, South Carolina. The three-year-old company recently opened four operations in Colorado Springs, Colorado; Denver, Colorado; Seattle, Washington; and Grand Rapids, Michigan.

Mrs. Streater’s story is one of triumph and resiliency. In the spring of 2018, a terrible accident left her with a serious brain injury that would require speech therapy and memory recovery. According to Ms. Streater, “she used her principles of faith and the foundation of family to mold what recovery would look like.” Those principles became the foundation that allowed Extraordinary Headhunters not only to evolve but prosper even in the midst of adversity. Over the past 18 months, during COVID, the company has provided more than 70,000 free tests in South Carolina, Jersey City, and New York. They were also able to get over 200 people into jobs and donate over \$50,000 to those affected by the pandemic.

Mrs. Streater has been recognized by the SC Women in Business 2021, the Best and Brightest Under 35, and the Better Business Bureau. She serves on the Forbes Business Council Committee, SC Chamber of Commerce Business Committee, Columbia Chamber of Commerce Business Council and is a member of the United Way’s Young Leaders Society and Women in Philanthropy.

Mrs. Streater is married to Julius Streater and has three children, Iman, Julius Jr., and Kareem.

Office of Business Opportunities Presents Business Spotlight

6.b

Purpose:

- Recognize exceptional locally owned business
- Increase visibility of these successful businesses
- Promote the achievements of our small business owners



OBO Business Spotlight Honoree



Kiara Streater
Founder/CEO, ExtraOrdinary
Headhunters





A Proclamation

WHEREAS, Extraordinary Headhunters, LLC was established in 2018 and is known for providing companies globally with expert job recruitment and marketing;

WHEREAS, Kiara Streater, President and CEO of Extraordinary Headhunters, LLC, is an accomplished leader with 15 years of experience in the professional services industry. She is skilled at creating market opportunities and growth through innovative business strategies and implementing complex technology and research-based solutions;

WHEREAS, Kiara Streater has been recognized among the SC Women in Business 2021, the Best and Brightest Under 35, and by the Better Business Bureau for exceptional service;

WHEREAS, Kiara Streater serves on the Forbes Business Council Committee, SC Chamber of Commerce Business Committee, Columbia Chamber of Commerce Business Council and is a member of the United Way's Young Leaders Society and Women in Philanthropy;

WHEREAS, Kiara Streater, founder of her own non-profit, Women Inspiring Girls, an organization that supports young girls and teens as they become professionals and leaders; and

WHEREAS, the City of Columbia recognizes Extraordinary Headhunters, LLC as the Business Spotlight Honoree for 2021 and congratulates them on three years of success.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim that this city honors and recognizes the Business Spotlight Honoree for 2021 as

Extraordinary Headhunters, LLC

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

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

Will Brennan
District III, Council Member

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Award of Excellence from the International Association of Business Communicators South Carolina Chapter 2020 Palmetto Awards – Ms. Leshia Utsey, Director of Public Relations, Media and Marketing

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services

City of Columbia Public Relations, Media and Marketing Team Wins Award of Excellence in the 2020 Palmetto Awards

The City of Columbia Public Relations, Media and Marketing Department has won an award of excellence in the 2020 Palmetto Awards. The team was recognized in the category of "communication for the web" for the Resilient Columbia microsite.

The award was received from the International Association of Business Communicators (IABC) South Carolina chapter. The International Association of Business Communicators is one of the largest organizations of its kind dedicated to the advancement of the communication profession in business.

Launched in April 2020, Resilient Columbia microsite serves as an online hub for economic recovery information, business resources, and COVID-19 vaccination, testing and safety guidelines. Through the beginning of the COVID-19 pandemic, the Resilient Columbia communications campaign has successfully developed social media messaging using #ResilientColumbia, public service announcements featuring city leaders, social distancing signage for locations within the city limits and a plethora of resources from city departments, as well as, local, state, and national health agencies.

Stay [connected](#) with Resilient Columbia and find the latest information in regards to COVID-19 updates at <https://resilient.columbiasc.gov>, and follow @CityofColumbia and the hashtag #ResilientColumbia on Facebook, Twitter and Instagram @wearecolumbia.

ATTACHMENTS:

- **#a:** PR Award (PDF)



International Association
of Business Communicators
South Carolina

2020 Palmetto Awards

AWARD OF EXCELLENCE

Public Relations, Media and Marketing
City of Columbia

Communication for the Web
Resilient Columbia



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Services Related to Supporting our Military, Retention of Military Personnel, and Operations located at Fort Jackson, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: ED Special Projects (5518419-638500). The original budget amount is \$53,500.00.

FOCUS AREAS: Connecting Our Community

ATTACHMENTS:

- **#a:** APPROVED - 21009823 - Greater Columbia Chamber of Commerce 2021-22 contract (PDF)

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

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

WITNESSETH:

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

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

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

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Twenty-Six Thousand Seven Hundred Fifty and No/100 Dollars (\$26,750.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

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

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

7. FINDINGS CONFIDENTIAL

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

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

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years

after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

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

10. AMENDMENTS

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

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

11. ASSIGNABILITY/SUB-CONSULTING

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

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

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

consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

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

19. REMEDIES

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

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

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

the Agreement.

24. GOVERNING LAW

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

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

Greater Columbia Chamber of Commerce CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC
8/4/2021



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve an Agreement for Voice and Data Cabling Services for an initial term of three years with the option to renew for two additional one-year periods, as requested by the Information Technology Services Department. Award to M/D Technologies, LLC in the amount of \$75,000.00. The firm is located in Columbia, SC.

REQUISITION NO.: R212490

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Telecomm Central Stores - Wiring Charges (6208962-632120). The original budget amount is \$75,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

There were two (2) responses to solicitation RFP017-20-21-ANN Voice and Data Cabling Services for the City of Columbia.

ATTACHMENTS:

- **#a:** MD Technologies.2021.Voice Cabling and Date Services (PDF)

M/D Technologies LLC
Voice and Data Cabling Services



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP017-20-21-ANN Voice and Data Cabling Services.

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 M/D Technologies LLC, (hereinafter referred to as the “Contractor,”), to provide Voice and Data Cabling Services for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the 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

M/D Technologies LLC
Voice and Data Cabling Services

term of three (3) years, with the option to renew or continue with work for two (2) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The determination to extend the initial term and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The 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 B)

A. The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed Seventy-Five Thousand Dollars and No/100 (\$75,000.00).

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.

M/D Technologies LLC
Voice and Data Cabling Services

C. Invoicing Procedure

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)

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 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 Contractor's sworn statement that it has complied with the prompt payment requirements. The

M/D Technologies LLC
Voice and Data Cabling Services

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 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.

M/D Technologies LLC
Voice and Data Cabling Services

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	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

The Contractor 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/>) - **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 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

M/D Technologies LLC
Voice and Data Cabling Services

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.

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)

M/D Technologies LLC
Voice and Data Cabling Services

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 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

M/D Technologies LLC
Voice and Data Cabling Services

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.
- 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.

M/D Technologies LLC
Voice and Data Cabling Services

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 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.
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 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 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 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;

M/D Technologies LLC
Voice and Data Cabling Services

- 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 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

M/D Technologies LLC
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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
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

M/D Technologies LLC

Name: Rogers J. McFadden
Title: President
Address: 3400 Forest Drive, Suite 2040
Columbia, SC 29204
Phone: (803) 661-0962
Fax: (803) 661-1062
Email: rjmcfadden@mdtechllc.com

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 States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the 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,

M/D Technologies LLC
Voice and Data Cabling Services

- records, or other information in electronic form) in the Contractor's possession or control that relate in any manner to the Contractor's performance under this Agreement ("Preserved Documents"). Upon the Contractor's performance of all services required under this Agreement, the Contractor shall provide the 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 IT Network Administrator 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 Contractor's rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Contractor shall reimburse the 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 Contractor's failure to perform pursuant to the Agreement.

M/D Technologies LLC
Voice and Data Cabling Services

- E. The Contractor shall perform the services pursuant to this Agreement using sound Contracting 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.
- 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

M/D Technologies LLC
Voice and Data Cabling Services

as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

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

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its 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,

M/D Technologies LLC
Voice and Data Cabling Services

directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 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

M/D Technologies LLC
Voice and Data Cabling Services

- selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.
- 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 RFP017-20-21-ANN Voice and Data Cabling Services, 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.

M/D Technologies LLC
Voice and Data Cabling Services

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

M/D TECHNOLOGIES LLC

Rogers McFadden, President/Owner

Print: Name/Title

Signature

Date: 08/11/2021

(Corporate Seal)

Attest

Signature

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/9/2021

M/D Technologies LLC
Voice and Data Cabling Services

List of Exhibits

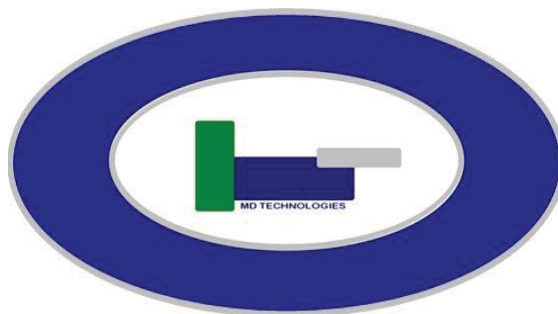
Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services/ Compensation

Exhibit C – Business Information Statement for Subconsultants/Subcontractors



EXHIBIT A



Telecommunications Services

Scope of Services

Being that we have been the company responsible for the **service contract**, we fully understand the duties that will be assigned to us in this contract. We have a policy to provide the City of Columbia value above and beyond the dollars paid. And also save the City of Columbia dollars, through our experience in the telecommunications industry, by suggesting better ways of implementation of cabling systems and designs. One way is by providing blueprints to every building we come in contact with that do not have telecommunications drawings now. Which saves time and money, by knowing the design structure of the telecommunications in that building without having to search the older structures to troubleshoot problems. Giving the Information Technology Department the ability to use saved funds for other much needed tasks.

MD Technologies will give lifetime warranties on all workmanship and one-year warranty on all equipment if the manufacturer of that equipment does not offer one. Being that we are certified with different manufacturers of telecommunications distribution media, those manufacturers also offer 25 years, 30 years, and sometimes lifetime warranty on all of their products as long as the products are installed based on their specifications and designs, and are installed by a certified company of their product.

We are familiar with all equipment, tasks to be completed, and troubleshooting of City wide issues. There are different tasks for different buildings, because all applications are different. We are working with IT to install standardize common communications structure throughout all City offices & buildings. Which also saves time and money fixing issues throughout the City. A propose timeline for any task or project is as needed by the City.

The City of Columbia will continue to have the full attention of MD Technologies and the staff assigned to it. Accessibility hasn't and will not be an issue while we work under this contract. You have to have flexibility while working for the City. Some tasks related to the services we provide move slower than others while other tasks need more expedient attention. We are and will always be prepared for those times.

EXHIBIT B: SCHEDULE AND COMPEN

Hourly rate for meetings, planning, discussion of work orders, etc.	\$ 0.00
Daily rate for technicians (8 hour day)	\$ 40.00
Overtime hourly rate for technicians	\$ 60.00
Cost of testing per cable	\$ 0.00
Specify times when overtime is charged to include hours and days of week: Monday thru Friday after 5:00 pm Saturday & Sunday all hours.	
Hourly rate for holidays	\$ 80.00
Percentage markup on equipment & supplies	0 %
Per mile charge for response to a site	\$ 0.00
Comments:	

The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed Seventy-Five Thousand Dollars and No/100 (\$75,000.00) per fiscal year.

Services to be completed on the as needed basis as directed by the City of Columbia Information Technology Department.

Exhibit C: Business Information Record for Subconsultants/Subcontractors

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

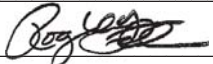
MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE “NO LINE STRIKE THROUGH”

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
None				%		
				%		
				%		
				%		
				%		
				%		

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 \$** 0.00**TOTAL CONTRACT AMOUNT: \$** 0.00

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

Business Name: - M/D Technologies LLC

Representative Name/Title:  Rogers J. McFadden, President/Owner

Date: 6/1/2021



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: Council is asked to Repeal the Professional Services Agreement for Federal Lobbying Services for Fiscal Year 2021/2022 Awarded to CapitalEdge Strategies, LLC in an amount not to exceed \$83,750.00 approved on August 3, 2021 and Replace with a Professional Services Agreement for Federal Lobbying Services for Fiscal Year 2021/2022, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in an amount not to exceed \$90,000.00. This firm is located in Washington, DC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding source: Governmental Affairs (1011103-636600)
The original budget amount is \$90,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community

ATTACHMENTS:

- **#a:** Revised CapitalEdge's Contract Agreement 2021-2022 (PDF)



City of Columbia
South Carolina

To: Legal Review
 From: Whanna Bouknight, Governmental Affairs Administrator
 Subject: Lobbying Contract Agreement – CapitalEdge Strategies, LLC
 Date: August 20, 2021
 RE: Agreement starting – July 1st, 2021 – June 30, 2022

Attached please find (Contract Agreement)

This is submitted (check only one)

☐ (1) Information

☒ (2) Review and Approval

☐ (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 (Sept. 7, 2021) agenda. By copy of this memo, we are advising the City Clerk of this request.

Please let me have your response at the suitable time.

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

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia (hereinafter called the "City") and CapitalEdge Strategies, LLC (hereinafter called the "Contractor"), to provide the services herein described.

WITNESSETH:

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: \$90,000.00; Payable in monthly installments of \$7,500.00 thru June 30, 2022.
- C. Final payment will be made as follows: The last payment will be made during the month of June 2022 representing services for that month.
- D. Periodic payments and the final payment shall be made as prescribed in Appendix A.

4. FINDINGS CONFIDENTIAL

All 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 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 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 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 during the 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 ensure 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.

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 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.

WHEREFORE, the City and the Contractor have entered into this Agreement as of the date of the last signature below.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

By: _____
Teresa Wilson
Its: City Manager
Date: _____

WITNESSES AS TO CONTRACTOR:

CAPITALEDGE STRATEGIES, LLC (CONTRACTOR)

By: _____
Ralph Garboushian
Its: Managing Member
Date: _____

Federal ID NO.: 27-0248027

APPROVED AS TO FORM

T. A. Knox

Legal Department City of Columbia, SC
8/20/2021

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, 2021 to June 30, 2022 as outlined below and will be compensated according to the payment schedule below. Total contract cost shall not exceed \$90,000.00 for 12 months.

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 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 \$90,000.00 for twelve months payable in advance in equal monthly installments of \$7,500.00 commencing July 1, 2021, or upon City Council approval of this contract, whichever is later.



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Renewal of Coban Data Video Mobile Service Solution Maintenance, as requested by the Columbia Police Department. Award to COBAN Technologies using the HGAC Contract in the amount of \$99,378.67. This vendor is located in Houston, TX.

REQUISITION NO.: R212205

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budget amount \$99,378.67.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

We respectfully request Council's approval for this purchase using the HGAC Contract #EF04-21 Vendor, COBAN Technologies at the following cost plus sales tax.

COBAN Data Video Mobile Service Solution Maintenance	
Base Price	\$92,017.29
SC State Taxes	\$ 7,361.38
PO Total	\$99,378.67

Sec. 2-204.- Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
Item (9) When purchasing through state contracts.

ATTACHMENTS:

- **#a:** Coban Price List (XLS)
- **#b:** Coban Quote (PDF)



11375 W Sam Houston Pkwy Suite 800
Houston, TX, 77031
281.277.8288

Solicitation #	Date
5400012134	11/1/2016

State of South Carolina
Invitation to Bid # 5400012134
Procurement Officer: Johanne Sullivan

SKU#	Coban In-Car Systems - State of South Carolina Contract Pricing	MSRP	Discount	Unit Pricing
SYSED-02	EDGE IN-CAR SYSTEM Standard Definition 5.7" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 32 GB internal SSD (Solid State Drive) 32 GB removable SSD Front facing color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n wireless card Three year limited hardware warranty	\$ 5,632.13	21%	\$ 4,449.38
SYSED-06	EDGE SD IN-CAR SYSTEM 5.7" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 16 GB internal SSD OS drive 64 GB internal SSD Fail-Safe drive 64 GB removable SSD Front facing SD color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n/ac wireless card Three year limited hardware warranty	\$ 5,632.13	21%	\$ 4,549.38
SYSED-06-A	EDGE Hi-Def IN-CAR SYSTEM 5.7" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 16 GB internal SSD OS drive 64 GB internal SSD Fail-Safe drive 64 GB removable SSD Front facing HD color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n/ac wireless card Three year limited hardware warranty	\$ 6,151.90	21%	\$ 4,860.00
SYSFS-01	FUSION IN-CAR SYSTEM - NO WIRELESS 4.3" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 64GB Internal Failsafe Drive 64 GB USB pen drive High Definition video camera Clear-View snapshot camera Wireless microphone Built-in microphone plus covert backseat microphone Crash sensor One year limited hardware warranty	\$ 3,300.00	21%	\$ 2,607.00
SYSFS-02	FUSION IN-CAR SYSTEM With Wireless Upload 4.3" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 64GB Internal Failsafe Drive 64 GB USB pen drive High Definition video camera Clear-View snapshot camera Wide angle backseat IR camera Wireless (WiFi) upload module, 802.11 a/g/n Wireless microphone Built-in microphone plus covert backseat microphone Crash sensor One year limited hardware warranty	\$ 3,600.00	21%	\$ 2,844.00
SYSM7-05-A	TITAN M7v- Video Mobile Data Computer CPU Module: Intel Core i7 Processor (4 M Cache, 2.0 GHz) DDRIII 4GB Industrial RAM 12" 1600 NIT Touchscreen Monitor 256GB SSD Internal Drive 32 GB Solid State Removable HDD Bluetooth Smart Power Module (SPM) w/ UPS Front facing color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n wireless card Keyboard w/ touchpad Microsoft Windows 7 Three year limited hardware warranty	\$ 10,189.87	21%	\$ 8,050.00

SKU #	In-Car Configuration & Equipment Options	MSRP	Discount %	SCS Price
MZZ-01	Adapter Plate (required for all cars, except for Ford Crown Victoria and 2012 Dodge Charger)	\$ 120.00	25%	\$ 97.50
SCOPT-02	Laptop/MDC Integration	\$ 200.00	25%	\$ 150.00
SCOPT-03	Dual Microphone Receiver Module (Receiver Only)	\$ 180.00	25%	\$ 135.00
SCOPT-04	Crash Sensor	\$ 180.00	25%	\$ 135.00
SCOPT-07	Video Streaming	\$ 260.00	25%	\$ 195.00
SCOPT-40	COBAN MultiView Solution Supports up to 4 cameras. Cameras sold separately.	\$ 3,275.00	25%	\$ 2,456.25
SCOPT-31	Detached Wide Angle IR Camera (includes 1 - 12ft extension)	\$ 230.00	25%	\$ 171.25
SCOPT-10	Radar Integration (Radar type must be confirmed, pd must provide cable and or interface components)	\$ 200.00	25%	\$ 150.00
SCOPT-14	Wired - Visor Mount Ethernet Port (per vehicle)	\$ 100.00	25%	\$ 75.00
SCOPT-27	Wireless - Dual Shotglass 802.11 A/G Fixed (Per Vehicle)	\$ 260.00	25%	\$ 195.00
SCOPT-34	Single Shot Glass Antenna 802.11 A/G Fixed (A/G Only)	\$ 150.00	25%	\$ 131.25
SCOPT-24	Wireless - Motorcycle 2.4 / 5.0GHz antenna	\$ 400.00	25%	\$ 300.00
SCOPT-32	Noptic Thermal Camera Interface	\$ 260.00	25%	\$ 195.00
SCPKB-DRA-0202	G5 Receiver Antenna	\$ 60.00	25%	\$ 45.00
SCPKB-DRA-0400	G5 Second Sync Pkg B	\$ 125.00	25%	\$ 93.75

SKU #	Additional / Optional Equipment / Spares	MSRP	Discount %	SCS Price
SCPKB-031	Edge Transmitter Package Includes Transmitter, Lapel Mic, Charger, Antenna, AC/DC Adaptors for charger and Leather Holster.	\$ 450.00	25%	\$ 337.50
SCPKB-DRA-0100	G5 Wireless Microphone Package Includes: Transmitter, Battery, Lapel Mic, Antenna, Charger, AC/DC Adaptors for charger	\$ 450.00	25%	\$ 337.50
SCPKB-034	Edge Transmitter Antenna	\$ 16.00	25%	\$ 12.00
SCPKB-DRA-0107	Lapel Microphone	\$ 65.00	25%	\$ 48.75
SCPKB-012	Edge Lithium Ion Battery	\$ 40.00	25%	\$ 30.00
SCPKB-019	Edge - Microphone Pouch	\$ 30.00	25%	\$ 22.50
SCMH-G3-60SD	Additional EDGE SD/HD 64 GB Solid State Drive	\$ 600.00	25%	\$ 450.00
SCMH-32SDD	EDGE 32GB SS Removable SSD	\$ 500.00	25%	\$ 375.00
SCMH-M7-32SD	Additional TITAN M7 32GB Removable Solid State Drive	\$ 500.00	25%	\$ 375.00
SCMH-M7-64SD	Additional TITAN M7 64GB Removable Solid State Drive	\$ 625.00	25%	\$ 468.75
SCAA-08	TITAN M7 Lab Power Supply	\$ 130.00	25%	\$ 97.50
SCAA-015	Support Kit TITAN M7 32 GB USB thumb drive Mini keyboard Lab power supply	\$ 260.00	25%	\$ 195.00
SCFS-01-20	Additional 64 GB USB Pen Drive - FUSION	\$ 195.00	25%	\$ 146.25
SCOPT-FS-02	Additional Cable - for Standard Installation - FUSION	\$ 155.00	25%	\$ 116.25
SCOPT-FS-01	Additional Cable - for Portable Installation - FUSION	\$ 75.00	25%	\$ 56.25
SCOPT-FS-04	Optional FUSION wireless Upgrade	\$ 960.00	25%	\$ 720.00
SCOPT-FS-03	FUSION Mount (Required for vehicles with Interior Light Bar)	\$ 100.00	25%	\$ 75.00
MAM7-01	TITAN M7 Mount, CPU / Monitor, Keyboard/Camera/Power Supply mount only (No Pedestal or Arm)	\$ 330.00	25%	\$ 247.50
SKU #	Hardware	MSRP	Discount %	SCS Price
	Wireless Hardware and Network Equipment Note: To Be Determined from Site Survey			
WIR-10	Wired - CAT 6 w/ Retractable Housing	\$ 660.00	25%	\$ 495.00
SCPKE-DRA-0500	G5 10 Microphone Charging Bank	\$ 890.00	25%	\$ 495.00
SCAA-06	Tech Support Kit (minimum 1 SCAA-06 or SCAA -013 required)	\$ 260.00	25%	\$ 195.00
SCAA-013	Tech Support Kit w/ 5.7" Touchscreen Monitor (minimum 1 SCAA-06 or SCAA -013 required)	\$ 660.00	25%	\$ 495.00
BMIS-00	Removable Hard Drive - Mobile HDD Up-Load Stand	\$ 335.00	25%	\$ 251.25
BMIS-07	Removable Hard Drive - Multi Upload Cradle (4 HDD)	\$ 1,275.00	25%	\$ 956.25

SKU #	Software	MSRP	Discount %	SCS Price
WLIC-09	DVMS - Enterprise - Multi-location (Per Year Per Location) Includes one (1) Year Maintenance/Support and Upgrades	\$ 1,350.00	25%	\$ 1,000.00
WLIC-20	COBAN DR Manager Solution - Software License with First Year Technical Support	\$ 6,665.00	25%	\$ 4,998.75
WMAIN-113	COBAN DR Manager Solution Annual Renewal - Software Maintenance and Technical Support	\$ 1,600.00	25%	\$ 1,200.00
WMAIN-117	COBAN DVMS Automated DVD Burning Solution Software Annual Renewal - Software Maintenance and Technical Support	\$ 790.00	25%	\$ 592.50
WLIC - 14	DVMS - Automated DVD Burning Solution Software	\$ 4,000.00	25%	\$ 2,995.00

SKU #	Back Office Setup Configuration & Services	MSRP	Discount %	SCS Price
LSET-17	BACKOFFICE SETUP PACKAGE A Initial project Deployment Includes 2 Day Onsite Back Office Setup (Configuration, Setup, Training). Includes travel/accommodations for 2 night.	\$ 4,000.00	25%	\$ 3,000.00
LSET-18	One Day Additional Onsite Setup	\$ 1,600.00	25%	\$ 1,200.00
LSET-16	Set-up & Training for MDT Integration / AVL / Video Streaming (COBAN will train client on three (3) Setups, Client will be responsible for remaining units.)	\$ 175.00	25%	\$ 131.25
LSET-19	BACKOFFICE SETUP PACKAGE B 4 Day Onsite project Deployment. Includes Configuration, Setup, Training and two additional days (3 car installation or 16 hours flex). Includes travel and hotel	\$ 6,600.00	25%	\$ 4,950.00
LSRV-03	Project Management Fee / Hr.	\$ 200.00	25%	\$ 150.00
LSET-50	Server Remote Setup	\$1,500.00	25%	\$ 1,125.00
LSRV-08	Professional Services / Hr. \$150.00 - \$300.00	\$ -		
LSRV-04	Wireless Site Survey (per day) **Equipment to be determined from Site Survey**	\$ 3,325.00	25%	\$ 2,493.75
LSRVC-03	Project Management Fee / Hr.	\$ 200.00	25%	\$ 150.00

SKU #	Installation - All installations are on-site.	MSRP	Discount %	SCS Price
LINST-01	EDGE In-Car Hardware Installation / Car - Coban certified personnel to install equipment on site. Charge includes Travel, Lodging, etc. (minimum of 5 car installation)	\$ 600.00	25%	\$ 450.00
LINST-13	TITAN M7 VMDC Hardware Installation (per vehicle) - COBAN certified personnel to install equipment on site.	\$ 850.00	25%	\$ 637.50

SKU #	Training - All training courses to be conducted on site (except online refresh courses)	MSRP	Discount %	SCS Price
Training prices are based on one trainer per day. An additional charge of \$1000.00 per day will need to be added for additional day.				
LTRN-01	In-Car On-Site Installation Training - Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, agency personnel are trained on installation of Coban TopCam Edge In-Car Hardware	\$ 2,700.00	25%	\$ 2,000.00
LTRN-07	In-Car On-Site Installation Training Certification - Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, trained personnel are certified on installation of Coban TopCam Edge In-Car Hardware. Course includes follow-up onsite visit by Coban personnel for inspection, validation and Certification of Training for agency personnel.	\$ 4,700.00	25%	\$ 3,500.00
LTRN-04	Fusion user training - on-line, remote training, 2 Hour session	\$ 540.00	Optional	\$540.00
SKU #	Shipping	MSRP	Discount %	SCS Price
LSHIP-01	Shipping per unit cost (EDGE/TITAN)	\$ 70.00	25%	\$ 56.00
LFEE-053	Shipping - Miscellaneous (Fusion, Spares, Options)	\$ 35.00	25%	\$ 26.25
LSHIP-03	Shipping per unit cost (Server, Auto-DVD, etc)	TBD		TBD

Warranty, Support, Maintenance

SKU #	Software Maintenance	MSRP	Discount %	SCS Price
WDVMS-LC1	DVMS Maintenance, Support, Upgrades -Year 1 - Discount applies if purchased at time of order	\$ 230.00	33%	\$ 154.10
WDVMS-LC2	DVMS Maintenance, Support, Upgrades -Year 2 - Discount applies if purchased at time of order	\$ 230.00	33%	\$ 154.10
WDVMS-LC3	DVMS Maintenance, Support, Upgrades - Year 3 - Discount applies if purchased at time of order	\$ 230.00	33%	\$ 154.10
WLIC-26	COBAN C-CUBE SOLUTION - Software License with First Year Technical Support	\$ 290.00	33%	\$ 154.10
WMAIN-123	COBAN C-CUBE SOLUTION ANNUAL RENEWAL - Software Maintenance and Technical Support	\$ 290.00	33%	\$ 154.10
WLIC-24	COBAN C-CUBE EXPRESS - Software License with First Year Technical Support	\$ 90.00	33%	\$ 60.30
WMAIN-124	COBAN C-CUBE EXPRESS ANNUAL RENEWAL - Software Maintenance and Technical Support	\$ 90.00	33%	\$ 60.30

SKU #	Extended Hardware Warranty -	MSRP	Discount %	SCS Price
WARR-E2	EDGE - Fourth Year Extended Warranty	\$ 535.00	25%	\$ 401.25
WARR-E3	EDGE - Fifth Year Extended Warranty	\$ 740.00	25%	\$ 555.00
WARR-M7-40	TITAN M7v VMDC Fourth Year Extended Warranty Standard extended Hardware Warranty - First, Second, Third Year Included	\$ 1,060.00	25%	\$ 795.00
WARR-M7-50	TITAN M7v VMDC Fifth Year Extended Warranty Standard extended Hardware Warranty - First, Second, Third Year Included	\$ 1,200.00	25%	\$ 900.00
WARR-FS-002	FUSION 2nd Year Support and Warranty	\$ 180.00	15%	\$ 153.00
WARR-FS-003	FUSION 3rd Year Support and Warranty	\$ 295.00	15%	\$ 250.75

SKU #	Service Support Out of Warranty/No Warranty	MSRP	Discount %	SCS Price
LSRV-02	Non Warranty Service Charge/Hour	\$ 200.00	25%	\$ 150.00



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 399215
Date: 1/23/2021
Page: 1 of 7

Bill to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
suite 202/204
Columbia, SC 29201

Account No.: 4022		Your P/O No.: 2022 MAINTENANCE		Terms: Net 30	
Sales Rep : PMO		Shipping Via:		Due Date: 2/22/21	
Line	Item Number	Description	Quantity	Unit Price	Extended
1	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 30 DVMS SOLUTION LICENSE for: PO # P130404 Invoice # 5558 (Date: 1/25/13) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	30	150.00 /UT	4,500.00
2	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P141609 Invoice # 7773 (Date: 3/21/14) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	1	150.00 /UT	150.00
3	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 35 DVMS SOLUTION LICENSE for: PO # P141793 Invoice # 7891 (Date: 4/04/14) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	35	150.00 /UT	5,250.00
4	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 12 DVMS BWC SOLUTION LICENSE for: PO # P144075 Invoice # 8283 (Date: 6/19/14) 7/01/2021 to 6/30/2022 (\$90/365 * 365 = \$90)	12	90.00 /UT	1,080.00
5	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P143052 Invoice # 8555 (Date: 8/07/14) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	2	150.00 /UT	300.00
6	WMAIN-117	COBAN DVMS AUTOMATED DVD SOLUTION RENEWAL 1 DVMS AUTO DVD BURNER SOLUTION LICENSE for: PO # P145965 Invoice # 8845 (Date: 9/30/14) 7/01/2021 to 6/30/2022 (\$620/365 * 365 = \$620)	1	620.00 /UT	620.00
7	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 10 DVMS SOLUTION LICENSE for: PO # P146242 Invoice # 9012 (Date: 10/24/14) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	10	150.00 /UT	1,500.00
8	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	3	150.00 /UT	450.00

7/27/2021 2:42 PM



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Columbia, SC 29201

Account No.:	4022	Your P/O No.:	2022 MAINTENANCE	Terms:	Net 30
Sales Rep :	PMO	Shipping Via:		Due Date:	2/22/21
Line	Item Number	Description	Quantity	Unit Price	Extended
		3 DVMS SOLUTION LICENSE for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)			
9	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 33 DVMS SOLUTION LICENSE for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	33	150.00 /UT	4,950.00
10	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	2	150.00 /UT	300.00
11	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148236 Invoice # 9513 (Date: 2/06/15) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	2	150.00 /UT	300.00
12	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	1	150.00 /UT	150.00
13	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL 1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2022 to 6/30/2022 (\$1195/365 * 109 = \$356.86)	1	356.86 /UT	356.86
14	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE 1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2022 to 6/30/2022 (\$2295/365 * 109 = \$685.36)	1	685.36 /UT	685.36
15	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE	4	77.64 /UT	310.56

7/27/2021 2:42 PM



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suite 202/204
Columbia, SC 29201

Account No.: 4022		Your P/O No.: 2022 MAINTENANCE		Terms: Net 30		
Sales Rep : PMO		Shipping Via:		Due Date: 2/22/21		
Line	Item Number	Description		Quantity	Unit Price	Extended

		4 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2022 to 6/30/2022 (\$260/365 * 109 = \$77.64)			
16	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL 1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2021 to 6/30/2022 (\$1195/365 * 365 = \$1195)	1	1,195.00 /UT	1,195.00
17	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE 1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2021 to 6/30/2022 (\$2295/365 * 365 = \$2295)	1	2,295.00 /UT	2,295.00
18	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE 2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2021 to 6/30/2022 (\$260/365 * 365 = \$260)	2	260.00 /UT	520.00
19	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE 2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P158668 Invoice # 12132 (Date: 6/27/16) 7/01/2021 to 6/30/2022 (\$260/365 * 365 = \$260)	2	260.00 /UT	520.00
20	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 14 DVMS SOLUTION LICENSE for: PO # P158812 Invoice # 12244 (Date: 7/15/16) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	14	150.00 /UT	2,100.00
21	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 4 DVMS SOLUTION LICENSE for: PO # P159838 Invoice # 12436 (Date: 8/19/16) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	4	150.00 /UT	600.00
22	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL	30	90.00 /UT	2,700.00

7/27/2021 2:42 PM



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Account No.: 4022		Your P/O No.: 2022 MAINTENANCE		Terms: Net 30	
Sales Rep : PMO		Shipping Via:		Due Date: 2/22/21	
Line	Item Number	Description	Quantity	Unit Price	Extended
		30 DVMS BWC SOLUTION LICENSE for: PO # P162740 Invoice # 13231 (Date: 1/20/17) 7/01/2021 to 6/30/2022 (\$90/365 * 365 = \$90)			
23	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 47 DVMS SOLUTION LICENSE for: PO # P161855 Invoice # 13238 (Date: 1/20/17) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	47	150.00 /UT	7,050.00
24	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 1 EDGE HiDef SYSTEM - SD CAM - A for: PO # P166454 Invoice # 14531 (Date: 8/31/17) 8/31/2021 to 8/30/2022 (\$575/365 * 365 = \$575) **Optional Hardware Warranty - Final Year**	1	575.00 /UT	575.00
25	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P166454 Invoice # 14531 (Date: 8/31/17) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	1	150.00 /UT	150.00
26	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 26 EDGE HiDef SYSTEM - SD CAM - A for: PO # P168334 Invoice # 15422 (Date: 3/02/18) 3/02/2022 to 3/01/2023 (\$575/365 * 365 = \$575) **Optional Hardware Warranty - Final Year**	26	575.00 /UT	14,950.00
27	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 26 DVMS SOLUTION LICENSE for: PO # P168334 Invoice # 15422 (Date: 3/02/18) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	26	150.00 /UT	3,900.00
28	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 2 EDGE HiDef SYSTEM - SD CAM - A for: PO # P169850 Invoice # 15565 (Date: 3/23/18) 3/23/2022 to 3/22/2023 (\$575/365 * 365 = \$575) **Optional Hardware Warranty - Final Year**	2	575.00 /UT	1,150.00

7/27/2021 2:42 PM



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Account No.: 4022		Your P/O No.: 2022 MAINTENANCE		Terms: Net 30	
Sales Rep : PMO		Shipping Via:		Due Date: 2/22/21	
Line	Item Number	Description	Quantity	Unit Price	Extended
29	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P169850 Invoice # 15565 (Date: 3/23/18) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	2	150.00 /UT	300.00
30	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 1 EDGE HiDef SYSTEM - SD CAM - A for: PO # P170176 Invoice # 15758 (Date: 5/03/18) 5/03/2022 to 5/02/2023 (\$575/365 * 365 = \$575) **Optional Hardware Warranty - Final Year**	1	575.00 /UT	575.00
31	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P170176 Invoice # 15758 (Date: 5/03/18) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	1	150.00 /UT	150.00
32	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 2 EDGE HiDef SYSTEM - SD CAM - A for: PO # P168952 Invoice # 15848 (Date: 6/04/18) 6/04/2022 to 6/03/2023 (\$575/365 * 365 = \$575) **Optional Hardware Warranty - Final Year**	2	575.00 /UT	1,150.00
33	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P168952 Invoice # 15848 (Date: 6/04/18) 7/01/2021 to 6/30/2022 (\$150/365 * 365 = \$150)	2	150.00 /UT	300.00
34	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 298 DVMS BWC SOLUTION LICENSE for: PO # ECHO SWAP TO FOCUS Invoice # 18559 (Date: 10/26/18) 10/26/2021 to 6/30/2022 (\$90/365 * 248 = \$61.15)	298	61.15 /UT	18,222.70
35	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 50 DVMS BWC SOLUTION LICENSE for: PO # P175095 Invoice # 19382 (Date: 12/07/18) 12/07/2021 to 6/30/2022 (\$90/365 * 206 = \$50.79)	50	50.79 /UT	2,539.50

7/27/2021 2:42 PM



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 399215
Date: 1/23/2021
Page: 6 of 7

Bill to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
suite 202/204
Columbia, SC 29201

Account No.: 4022		Your P/O No.: 2022 MAINTENANCE		Terms: Net 30	
Sales Rep : PMO		Shipping Via:		Due Date: 2/22/21	
Line	Item Number	Description	Quantity	Unit Price	Extended
36	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 18 EDGE HiDef SYSTEM - CLS110 w/ IR for: PO # P177671 Invoice # 22213 (Date: 5/24/19) 5/24/2022 to 5/23/2023 (\$415/365 * 365 = \$415) **Optional Hardware Warranty**	18	415.00 /UT	7,470.00
37	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 3 EDGE HiDef SYSTEM - CLS110 w/ IR for: PO # P177498 Invoice # 22373 (Date: 6/07/19) 6/07/2022 to 6/06/2023 (\$415/365 * 365 = \$415) **Optional Hardware Warranty**	3	415.00 /UT	1,245.00
38	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P183268 Invoice # 29852 (Date: 3/17/20) 3/17/2021 to 6/30/2022 (\$150/365 * 471 = \$193.56)	1	193.56 /UT	193.56
39	WMAIN-113	COBAN DVMS DR MANAGER SOLUTION RENEWAL 1 DVMS DR MANAGER SOLUTION LICENSE for: PO # P184455 Invoice # 31609 (Date: 6/10/20) 6/10/2021 to 6/30/2022 (\$1195/365 * 386 = \$1263.75)	1	1,263.75 /UT	1,263.75

*** HGAC Contract # EF04-21

7/27/2021 2:42 PM



COBAN Technologies, Inc.
 11375 W. Sam Houston Pkwy S., Suite 800
 Houston, TX 77031-2348
 TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 399215
 Date: 1/23/2021
 Page: 7 of 7

Bill to: Attn: Accounting Division
 City of Columbia
 PO Box 147
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Ship to: Attn: Eric C. Goodwill
 Columbia Police Department (Columbia, SC)
 1136 Washington St
 suite 202/204
 Columbia, SC 29201

Account No.: 4022		Your P/O No.: 2022 MAINTENANCE		Terms: Net 30		
Sales Rep : PMO		Shipping Via:		Due Date: 2/22/21		
Line	Item Number	Description		Quantity	Unit Price	Extended

Sub Total: 92,017.29

Sales Tax:(8.00%)

Total Amount: 92,017.29

Balance:	92,017.29

7/27/2021 2:42 PM



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2021/2022, as requested by the Columbia Fire Department. Award to Motorola, Inc. using the SC State Contract in the amount of \$129,600.00. This vendor is located in Blythewood, SC.

REQUISITION NO.: R212023

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fire Suppression - Maintenance & Service Contract (1012303-638200). The original budget amount is \$129,600.00.

CLEAN WATER 2020?: No

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

ATTACHMENTS:

- **#a:** Contract #4400013556 (DOCX)



PROCUREMENT SERVICES

Contract 4400013556

[Back to Initial Screen](#)

Validity Start 07/01/2016

Validity End 06/30/2023

Target Value \$ 10,000,000.00

Bid Invitation

Contract Notes

Vendor 7000007297

Vendor Address MOTOROLA COMMUNICATIONS & ELEC
1460 MONROE HWY
LANCASTER SC 29720

District LANCASTER

Telephone (803) 847-0657

Minority Status Not Applicable

E-mail

Fax Number

Vendor Contacts

2 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
HUNTER, KAITLYN	Primary Contact	(803) 847-0657	kaitlyn.hunter@motorolasolutions.com
LYNCH, WAYNE	AREA SALES MANAGER	(803) 730-9092	wayne.lynch@motorolasolutions.com

Contract Items

One Item found.

Item Pricing	
00010	Palmetto 800 MHZ User Fees
Material Group: 72518 - emergency radio/telephone systems (911 dispatch, etc.) including accessories	
Agency: Statewide	

[Back to Initial Screen](#)



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Renewal of Kronos Telestaff Software Support Services, as requested by the Budget & Program Management Office. Award to Kronos Inc., in the amount of \$87,737.55. This vendor is located in Chelmsford, MA.

REQUISITION NO.: R212453

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Program Management Office - Maintenance & Service Contract (6218950-638200). The original budget amount is \$87,737.55.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Economic Prosperity - Endless Possibilities

Sec. 2-204. (7) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: Procurement of information technology.

Kronos Incorporated	
Software Support Services	\$81,238.47
SC Sales Taxes	\$6,499.08
Total	\$87,737.55

ATTACHMENTS:

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



R212453

Support Services Quote

Page 2 of 2

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

Quote Type: Subscription
 Customer: CITY OF COLUMBIA
 Solution ID: 6105391
 Contract #: 1209776 S28-JUN-21
 Date:
 Prepared by: Jennifer Kelly / US Subscription

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

Ship To: CITY OF COLUMBIA
 1737 MAIN ST
 COLUMBIA SC 29201
 UNITED STATES

Contact: ACCOUNTS PAYABLE
 Email:

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Subscription Software Service	UKG TELESTAFF BIDDING V6	1,030	26-OCT-2021	25-OCT-2022	365
2	Subscription Software Service	UKG TELESTAFF CONTACT MANAGER V6	1,030	26-OCT-2021	25-OCT-2022	365
3	Subscription Software Service	UKG TELESTAFF ENTERPRISE BUNDLE V7.4+	1,030	26-OCT-2021	25-OCT-2022	365
4	Subscription Software Service	UKG TELESTAFF ENTERPRISE V6	1,030	26-OCT-2021	25-OCT-2022	365
5	Subscription Software Service	UKG TELESTAFF GATEWAY MANAGER V6		26-OCT-2021	25-OCT-2022	365
6	Subscription Software Service	UKG TELESTAFF GATEWAY MGR V6 I/F TO WFC		26-OCT-2021	25-OCT-2022	365
7	Subscription Software Service	UKG TELESTAFF GLOBAL ACCESS V6	1,030	26-OCT-2021	25-OCT-2022	365
8	Subscription Software Service	UKG TELESTAFF INSTITUTION FOCUS V6	1,030	26-OCT-2021	25-OCT-2022	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	81,238.47	0.00	81,238.47





Support Services Quote

Page 1 of 2

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

Quote Type: Subscription
 Customer: CITY OF COLUMBIA
 Solution ID: 6105391
 Contract #: 1209776 S28-JUN-21
 Date: 03-AUG-2021
 Prepared by: Jennifer Kelly / US Subscription

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

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

Contact: SYLVIA WHITE
 Email: sylvia.white@columbiasc.gov

CONTRACT SUMMARY

Contract Period: 26-OCT-2021 - 25-OCT-2022

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	81,238.47	0.00	81,238.47
Total	81,238.47	0.00	81,238.47

Annualized Contract Value: 81,238.47

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

IMPORTANT NOTES

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

THE CITY OF COLUMBIA	KRONOS INCORPORATED
Signature: _____	Signature: <u>Gina Shaw</u>
Name: _____	Name: <u>Gina Shaw</u>
Title: _____	Title: <u>Associate Manager, Cloud Renewals</u>
Date: _____	Date: <u>8/10/2021</u>



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve the Renewal for EnerGov Software Maintenance, as requested by the Budget & Program Management Office. Award to Tyler Technologies, Inc., in the amount of \$125,510.32. This vendor is located in Duluth, GA.

REQUISITION NO.: R211499

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Administration (5511701-638200) \$55,772.08; Engineering Stormwater Improvements (5534202-638200) \$20,384.00; Business License (1011403-638200) \$7,488.00; Development Services (1014101-638200) \$19,864.00; Police Administrative Services (1012402-638200) \$22,002.24. The original budget amount is \$125,510.32.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

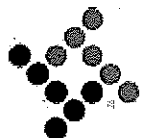
This request is for maintenance of EnerGov software for various departments in the City.

Sec. 2-204. (7) - Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: Procurement of information technology.

ATTACHMENTS:

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



tyler
technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-334473	06/01/2021	1 of 1

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: City of Columbia
Accounting
P.O. Box 147
Columbia, SC 29217

Ship To: City of Columbia
Accounting
P.O. Box 147
Columbia, SC 29217

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
48036 - MAIN - MAIN	144481		USD	NET30	07/01/2021

Date	Description	Units	Rate	Extended Price
Contract No.: COLUMBIA, CITY OF				
	Energov Business Management Suite	20	962.00	19,240.00
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			
	Energov Community Development Suite	63	862.16	54,316.08
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			
	Energov View Only Licenses (All Suites)	10	145.60	1,456.00
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			
	Energov Citizen Self Service - Business Management	1	10,169.12	10,169.12
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			
	Energov Citizen Self Service - Community Development	1	10,169.12	10,169.12
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			
	Energov Credit Card Payment API	1	1,664.00	1,664.00
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			
	Energov e-Reviews	1	12,480.00	12,480.00
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			
	Energov IG Workforce Apps	38	208.00	7,904.00
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			
	Energov IG Workforce Apps	3	208.00	624.00
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			
	Energov My GovPay	1	0.00	0.00
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			
	Energov VirtualPay	1	0.00	0.00
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			
	Tyler GIS	1	7,488.00	7,488.00
	Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022			

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 125,510.32

Sales Tax 0.00

Invoice Total 125,510.32



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Renewal for Elevator Maintenance Services, as requested by the Support Services Division. Award to Otis Elevator using the OMNIA Agreement in the amount of \$125,520.00. This firm is located in West Columbia, SC.

REQUISITION NO.: R212550

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Lake Murray Water Plant - Maintenance & Service Contract (5516207-638200) \$15,000, General Support Services - Maintenance & Service Contract (1011201-638200) \$16,080, Drew Wellness Center - Maintenance & Service Contract (1015115-638200) \$2,700, Support Service Public Building - Maintenance & Service Contract (5511219-638200) \$27,360, Parking Taylor Street Deck - Maintenance & Service Contract (5313107-638200) \$4,560, Parking Sumter Street Park - Maintenance & Service Contract (5313106-638200) \$9,120, Parking Arsenal Hill Deck - Maintenance & Service Contract (5313103-638200) \$3,420, Parking Lady Street Deck - Maintenance & Service Contract (5313104-638200) \$9,120, Parking Washington Street Deck - Maintenance & Service Contract (5313108-638200) \$4,560, Parking Park Street Deck - Maintenance & Service Contract (5313109-638200) \$5,400, Parking PJ Cannon Deck - Maintenance & Service Contract (5313114-638200) \$9,120, Police Administrative Services - Maintenance & Service Contract (1012402-638200) \$4,560, Parking Lincoln Street Deck - Maintenance & Service Contract (5313112-638200) \$5,400, Parking Devine Street Deck - Maintenance & Service Contract (5313115-638200) \$9,120. The original budget amount is \$125,520.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

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

(9) When purchasing through a cooperative.

ATTACHMENTS:

- **#a:** Otis Elevator Agreement (PDF)

COST SHEET

Location Name	Location Address	Number of Elevators	Per month Cost	Per Year Cost
Lake Murray Water Treatment Plant	102 Rocky Point Dr.	2 H	\$575	\$6,900
Metro Wastewater Treatment Plant	1200 Simmon Tree Ln.	2 H	\$450	\$5,400
Columbia Canal Water Treatment Plant	300 Laurel St.	1 H	\$225	\$2,700
Keenan House Chair Lift	801 Wildewood Ave.	1 CL	\$60	\$720
Drew Wellness Center	2101 Walker Soloman Way	1 H	\$225	\$2,700
Arsenal Hill Chair Lift	1800 Lincoln St	1 CL	\$60	\$720
Washington Square	1136 Washington St	3 T	\$1,140	\$13,680
Municipal Court	811 Washington St	1 H	\$225	\$2,700
Police Headquarters	#1 Justice Sq.	1 T	\$380	\$4,560
1225 Laurel St	1225 Laurel St.	3 T	\$1,140	\$13,680
Eau Claire Town Hall	3905 Ensor Ave.	1 H	\$225	\$2,700
Fire Headquarters	1800 Laurel St.	1 H	\$225	\$2,700
Taylor Street Parking Garage	1101 Taylor St.	1 T	\$380	\$4,560
Sumter Street Parking Garage	1421 Sumter St.	2 T	\$760	\$9,120
Arsenal Hill Parking Garage	1812 Lincoln St.	1 H	\$225	\$2,700
Lady Street Parking Garage	1100 Lady St.	2 T	\$760	\$9,120
Washington Square Parking Garage	1136 Washington St.	1 T	\$380	\$4,560
Park Street Parking Garage	1007 Park St.	2 H	\$450	\$5,400
Vista Garage	820 Washington St.	2 H	\$450	\$5,400
City Hall	1737 Main St.	1 H	\$225	\$2,700
Cannon Garage	1227 Taylor St	2 T	\$760	\$9,120
1800 Main Street	1800 Main St.	1 T	\$380	\$4,560
2221 Devine St.	2221 Devine St.	2 T	\$760	\$9,120
Total Cost			\$10,460.00	\$125,520.00
Total Cost with advance payment discount			\$10,250.80	\$123,009.60

**OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT**

PARTIES: OTIS ELEVATOR COMPANY ("Contractor") And City of Columbia ("Customer" or "you")	CONTRACT NO.: TBD ("Contract") EQUIPMENT LOCATION (Address): City of Columbia

Thank you for allowing Service Provider the opportunity to do business with you. Service Provider's agreement to provide labor, services, and materials (collectively "Work") is conditioned by the following terms in this document (hereinafter called "Acknowledgment"), which are incorporated herein by reference and made a part of the contract between Service Provider and Customer (collectively, the Acknowledgment and any other contract document between Service Provider and Customer for the Work is hereinafter referred to as the "Contract"). In the event of a conflict between the Acknowledgment and another document, the Acknowledgment controls.

SERVICE AGREEMENT:

Service Provider will accept the terms of the contract between the Service Provider and you (customer), only to the extent that those terms have been presented to Service Provider and only to the extent those terms do not add to or conflict with the Acknowledgment or Proposal.

Cancellation Clause:

Service Provider does not agree to any termination for convenience by Customer. The Customer may, however, by written notice to Service Provider, terminate this Contract if Service Provider fails to perform any of its material obligations hereunder and does not commence to cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

In the event that Customer sells the building or its interest is terminated prior to the expiration of the Contract, Customer agrees to assign the Contract to the new owner or successor and to cause the new owner to assume Customer's obligations under the Contract. If the new owner or successor fails to assume Customer's obligations under the Contract, then Customer agrees to pay to Service Provider all sums due for the unexpired term on an accelerated basis.

Audit:

Service Provider does not agree to any inspection, audit, or copy of any of Service Provider's confidential, proprietary, or trade secret information, data, or documents including, without limitation, financials.

Warranty:

Service Provider warranty is limited to the repair or replacement, at Service Provider's discretion, of defective materials and the correction of defective workmanship furnished by Service Provider within a reasonable time for defects that are reported to Service Provider during the term of this Contract provided all payments due under the terms of the Contract have been made in full. This warranty excludes ordinary wear and tear and any damage due to Causes Beyond Service Provider's Reasonable Control. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT**

Indemnification:

Service Provider agrees to indemnify Customer for loss, damage, or penalty (collectively "Damage") to the extent such Damage is solely caused by Service Provider's negligence, willful misconduct, or material breach of the Contract, but not to the extent caused by others. Service Provider's duty to indemnify does not include a duty to defend during the pendency of any claim or action.

Under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability applies to indemnity of third-party claims. The City of Columbia cannot agree to indemnification pursuant to State Law.

Safety:

Service Provider agrees to abide by Customer's safety policy as long as said policy is not in conflict with Service Provider's safety policy (ies) or Service Provider's agreement with the International Union of Elevator Constructors (IUEC).

Customer agrees to provide Service Provider with unrestricted ready and safe access to all areas of the building in which any Work is performed and to keep all machine rooms and pit areas free from water, stored materials and excessive debris, waste, or hazardous materials.

If Customer is aware of an elevator or escalator malfunctioning or in a dangerous condition, Customer agrees to immediately notify Service Provider using the 24 hour OTISLINE service. Until such condition is corrected, Customer agrees to keep the elevator or escalator removed from operation and take all reasonable steps to prevent unauthorized access or use. Further, Customer shall be responsible for posting warnings in connection with such units.

In the interest of safety, Customer will not allow others to do any alternations, additions, adjustments, or repairs to the equipment that is being maintained by Service Provider during the term of the Contract. To the extent that Customer intends to have others furnish labor, services, or materials that are outside the scope of Work that Service Provider is providing to Customer pursuant to the Contract, prior to any such out of scope work by others Customer shall give Service Provider reasonable prior notice, in writing, of any such intended out of scope work. If any out of scope work performed by others renders any equipment or area, in Service Provider's opinion, unsafe (hereinafter, an "Unsafe Condition") then Customer agrees that Service Provider is excused, without default or penalty against Service Provider, from having to continue to provide Work to the affected equipment or area until such Unsafe Condition is corrected at no cost to Service Provider.

Liquidated damages and liability:

Under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability for applies to indemnity of third-party claims.

Service Provider shall not be liable for any damage, loss, cost, or expense as a result of any reason beyond Service Provider's control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively, "Causes Beyond Service Provider's Reasonable Control"). Service Provider

**OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT**

shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Service Provider's Reasonable Control.

IN GENERAL:

ASBESTOS

Customer agrees to immediately notify Service Provider if Customer is aware or becomes aware of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Service Provider's personnel are or may be required to perform services. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, Customer agrees to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Service Provider shall be entitled to (i) delay its Work until it is determined to Service Provider's satisfaction that no hazard exists and (ii) compensation for delays encountered.

WORK EXCLUDED

Service Provider is not required to:

- alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities;
- conduct any tests other than those expressly provided for in the Contract;
- make any replacements with parts of a different design or type;
- make any changes to the existing design of the equipment;
- make any repairs or replacements necessitated by failures or due to tests required by authorities;
- make any replacement, renewal, or repair necessitated by an obsolete or discontinued part.

Service Provider is not responsible for:

- car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards;
- for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Service Provider;
- instructions or warnings in connection with use by passengers.

No Work or service other than that specifically mentioned is included or intended.

It is agreed that Service Provider does not take possession of the elevator or escalator units and that such units remain yours solely either as owner, or as operator, lessee, or agent of owner or lessee.

WC IMMUNITY

Service Provider does not waive its rights to immunity under worker's compensation, disability or employee benefits acts or laws.

TOOLS

Customer shall not have the right to take possession of Service Provider's tools, machinery or equipment unless Customer has paid in full for such materials and Service Provider has expressly agreed to the sale of such materials in writing.

**OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT**

BACKGROUND CHECKS & SEARCHES

Otis supports your efforts in attempting to maintain a safe, healthy and productive working environment; however, we cannot agree to authorize any party to search our employees or require our employees to submit to any tests. Otis will take appropriate action in the event that you advise us of any action by any of our employees that is contrary to the maintenance of a safe, healthy and productive workplace.

MINORITY/WOMEN/DISABLED VETERAN-OWNED BUSINESS ENTERPRISE

The materials and components that comprise Service Provider's products are procured from a variety of sources located throughout the world, which allows Service Provider to provide Service Provider's customers with high quality equipment at competitive prices, but limits Service Provider's ability to meet certain percentages of M/W/DBE set aside goals. Service Provider is committed to achieving diversity within Service Provider's workforce and in Service Provider's supply base, however, Service Provider cannot commit to specific set aside targets in the Contract.

PARTIAL INVALIDITY

The invalidity of one or more of the phrases, sentences, clauses, or paragraphs contained in this Contract shall not affect the validity of the remaining portions.

OMNIA AGREEMENT

This agreement will be part of OMNIA Partners agreement #384899.

OTIS PRE-MAINTENANCE REQUIRMENTS

The below listed maintenance items shall not be covered under the agreement until such time as a proposal has been signed to correct the issues.

Park Street parking 1007 park street

- #1 car 4 stop TAC 20- Needs packing seal, stainless tape.
- #2 car 4 stop TAC 20- needs stainless tape.

Municipal court 811 Washington St.

- Old Otis HVP 3 stop- Needs travel cable, jack, operator, MOD hydro.

Washington Square 1136 Washington

- 3 bank TAC 50- 8 stops, bad machine leak on #1 (WH 28 machines).

1800 main street

- Otis RL basement traction 3 stop- needs new door operator, reseal machine, detector to replace slap edge.

Cannon garage 1227 Taylor

- 2 Kone 6 stop ECO's- Needs new motors.

Lady St. parking- Traction

2 older MCE7 stop cars

- Need stainless tape, machine repack/reseal, governor ropes.

Arsenal hill garage

- 1 LRV Otis 4 stop- needs new operator, door detector.

Police HQ

- 4 stop Otis modded to MCE- needs ropes and pit cleaned,

Canal water treatment

- 1 3 stop TAC20- needs travel cable,

Washington square parking

- 1- 8 stop vendor traction modded recently MCE- needs new door operator

Eau Claire Town hall

- 2 Stop Dover DMC 1, needs a soft starter and to replace slap edge with door detector

1421 Sumter street

- Duplex 9 stop 2500 MCE, major leaks on machine.

Taylor Street Parking

- Old Otis traction, needs new door detector, oil the operator, needs new generator, Cat 5 testing due, machine leaks.

1225 Laurel Street

- 5 stop Otis traction, oil operator, needs new control operating panel.

Fire dept

- Schindler hydro, needs soft starter, door operator.

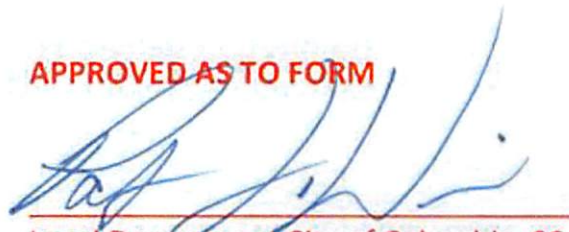
Drew wellness center-hydro

- TAC 20- needs new soft starter

We want to take this opportunity to thank you for this order.

OTIS ELEVATOR COMPANY

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/15/20

TERM

The Contract shall be for the period beginning November 1, 2020 or as soon as a Notice to Proceed (NTP) and an approved Purchase Order is issued. The initial contract term is anticipated to begin November 1, 2020 until June 30, 2024, with two, one-year options to renew. The total contract term shall not exceed five (5) years.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Mitchell Devine
 Title:
 E-mail: mitchell.devine@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 11/9/2020
 Signed: Teresa Wilson
 Print Name: Teresa Wilson
 Title: City Manager
 E-mail: teresa.wilson@columbiasc.gov
 Name of Company: City of Columbia, SC

☒ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: _____
 (Name of Principal or Owner)

Otis Elevator Company

Approved by Authorized Representative

Date: 10-29-2020
 Signed: Kate Giovanni
 Print Name: Kate Giovanni
 Title: General Manager

OTIS MAINTENANCE



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Safety & Risk Management

FROM: *H. Rumph, Safety & Risk Management Director*

SUBJECT: Council is asked to approve the Renewal of the Excess Workers Compensation Insurance Policy for Fiscal Year 2021/2022, as requested by the Safety and Risk Management Department. Award to Safety National in the amount of \$173,097.10. This vendor is located in Chicago, IL.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Worker's Compensation Administration Insurance and Bonding (6098939-636200). The original budget amount is \$173,097.10.

ATTACHMENTS:

- **#a:** CITY OF COLUMBIA - SP 4065183-2021 Workers Comp Renewal (PDF)



Invoice: SP 4065183-P0237757
 Invoice Date: 07/13/2021

Original

Bill To:
 ATLANTIC INTERMEDIARIES
 2949 CROUSE LANE
 SUITE 200
 BURLINGTON, NC 27215

Please Remit To:
 Safety National Casualty Corporation
 15509 Collections Center Drive
 Chicago, IL 60693

Customer: 61427
Payment Terms: Immediate
Due Date: 07/13/2021

ACH/Wire To:

Bank of America Dallas, TX
 WIRE – ABA No. 0260-0959-3
 ACH – ABA No. 1110-0001-2

Account No. 3750922859

Insured Name: CITY OF COLUMBIA

Email info to ach@safetynational.com

Policy Number: SP 4065183
Effective Date: 07/01/2021
Expiration Date: 07/01/2022

Description	Net Amount
Renewal Excess	\$ 187,132.00
Less Commission	\$ (14,034.90)

Subtotal: \$ 173,097.10

AMOUNT DUE: **\$ 173,097.10** USD

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE
 FOR BILLING INQUIRIES PLEASE CALL (314) 995-5300 OR
 FAX (314) 995-6817



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Safety & Risk Management

FROM: *H. Rumph, Safety & Risk Management Director*

SUBJECT: Council is asked to approve the Renewal of Property Insurance Policies for Citywide Buildings and the Columbia Canal Hydroelectric Generating Facility for Fiscal Year 2021/2022, as requested by the Safety and Risk Management Department. Award to Willis Towers Watson in the amount of \$327,530.00. This vendor is located in Chicago, IL.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Premiums and Policies (6058935-644100). The original budget amount is \$327,530.00.

Renewal Business Commercial Property - Citywide: \$230,010.00.
Renewal Business Commercial Property - Hydro Plant: \$97,520.00.

ATTACHMENTS:

- **#a:** Invoice for Citywide Buildings Insurance Policy (PDF)
- **#b:** Invoice for Hydro Plant Insurance Policy (PDF)



Remit via Standard US Mail:
 Willis Towers Watson Southeast, Inc.
 29754 Network Place
 Chicago, IL 60673-1297
 (704) 376-9161

INVOICE**No. 3014663****Due Upon Receipt**

Account Code	Total Due	Date
COLUMBI-01	\$230,010.00	7/12/2021

Site ID:

City of Columbia
 Attn: Chip Timmons
 P.O. Box 147
 Columbia, SC 29217

Please return this portion with your payment

Make checks payable to: Willis Towers Watson Southeast, Inc.

Item #	Effective Date	Policy Number	Carrier	Amount
	Description		Policy Period	
18693230	07/01/2021	RMP5087070640	Continental Casualty Company	\$230,010.00
	Renewal Business		07/01/2021 to 07/01/2022	
	Commercial Property			

Sub-Total: \$230,010.00**Total Due:** \$230,010.00**ACH/WIRING INSTRUCTIONS**

PLEASE NOTE NEW BANKING INSTRUCTIONS

BANK NAME: Suntrust Bank, Atlanta, GA

ABA#061000104 Acct#1000261640147

ACCOUNT NAME: Willis Towers Watson Southeast, Inc.

PLEASE REFERENCE INVOICE NUMBER

Please send remittance details to NCA.Receivables@willistowerswatson.com

7/12/2021

City of Columbia
 Invoice No. 3014663

Page 1 of 1

Willis Towers Watson (hereafter referred to as "WTW") is a member of a major international group of companies. In addition to the compensation received by WTW from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by WTW corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. The compensation that will be paid to WTW will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business WTW provides to the insurer or the profitability of insurance contracts WTW provides to the insurer also may affect compensation. Upon request, WTW will provide you with additional information about the compensation WTW expects to receive based in whole or in part on your purchase of insurance.



Remit via Standard US Mail:
 Willis Towers Watson Southeast, Inc.
 29754 Network Place
 Chicago, IL 60673-1297
 (704) 376-9161

INVOICE**No. 3014647****Due Upon Receipt**

Account Code	Total Due	Date
COLUMBI-01	\$97,520.00	7/12/2021

Site ID:

City of Columbia
 Attn: Chip Timmons
 P.O. Box 147
 Columbia, SC 29217

Please return this portion with your payment

Make checks payable to: Willis Towers Watson Southeast, Inc.

Item #	Effective Date	Policy Number	Carrier	Amount
	Description		Policy Period	
18693188	07/01/2021	LHD918849	Landmark American Insurance Company	\$92,000.00
	Renewal Business		07/01/2021 to 07/01/2022	
	Property - Hydro Plant			
18693189	07/01/2021	LHD918849	Landmark American Insurance Company	\$5,520.00
	Surplus Lines Tax		07/01/2021 to 07/01/2022	
	Property - Hydro Plant			
Sub-Total:				\$97,520.00
Total Due:				\$97,520.00

ACH/WIRING INSTRUCTIONS

PLEASE NOTE NEW BANKING INSTRUCTIONS

BANK NAME: Suntrust Bank, Atlanta, GA

ABA#061000104 Acct#1000261640147

ACCOUNT NAME: Willis Towers Watson Southeast, Inc.

PLEASE REFERENCE INVOICE NUMBER

Please send remittance details to NCA.Receivables@willistowerswatson.com**7/12/2021**
City of Columbia
Invoice No. 3014647
Page 1 of 1

Willis Towers Watson (hereafter referred to as "WTW") is a member of a major international group of companies. In addition to the compensation received by WTW from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by WTW corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. The compensation that will be paid to WTW will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business WTW provides to the insurer or the profitability of insurance contracts WTW provides to the insurer also may affect compensation. Upon request, WTW will provide you with additional information about the compensation WTW expects to receive based in whole or in part on your purchase of insurance.



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract for Citywide Safety Shoes and Boots for a term of one year, as requested by the Procurement and Contracts Department. Award to Tyler Brothers Safety Shoes in an amount not to exceed \$212,000.00. This firm is located in Wagner, SC.

REQUISITION NO.: R212659

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Supplies - Safety Clothing and Supplies (6208956-625900). The original budget amount is \$212,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** Tyler Brothers Contract (PDF)



CONTRACT FOR SERVICES

This Contract is being extended under BID00027-11-12-Safety Shoes.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Tyler Brothers, with legal address and principal place of business at 116 Railroad Ave. Wagener, SC 2916 (hereinafter referred to as the “Contractor”), to provide safety shoes.

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

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

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

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

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

City of Columbia and Tyler
Brothers Safety Shoes

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

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

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

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

5. **COMPENSATION** –

- A. The compensation to be paid by the City to the Contractor under this Agreement for Uniform Rental service, shall not exceed Two Hundred and Twelve Thousand Dollars and zero cents, \$212,000 per year (tax included).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID0 027-11-12-Safety Shoes**

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

City of Columbia and Tyler
Brothers Safety Shoes

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

1. Renewal Letter
2. This Contract

7. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

City of Columbia and Tyler
Brothers Safety Shoes

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

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

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

City of Columbia and Tyler
Brothers Safety Shoes

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

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

City of Columbia and Tyler
Brothers Safety Shoes

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

CITY OF COLUMBIA, SOUTH CAROLINA

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/18/2021

Witness

Teresa Wilson, City Manager
Date: _____

CONTRACTOR

Print

Signature
Date: _____



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for the Lancaster Street Paving Project, as requested by the Public Works Department. Award to Palmetto Corp in an amount not to exceed \$56,905.00. This firm is located in Conway, SC.

REQUISITION NO.: R210281

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: County Transportation Committee Fund - Street Resurfacing Capital Project Cost (4079999-SR911348-658650). The original budget amount is \$153,567.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Palmetto Corp is the prime contractor and will provide paving services at 92.04% (\$52,375.00) of the total contract amount.

The following subcontractors will provide additional services:

Weaver Construction Services of Longs SC, will provide pavement marking services at 7.96% (\$4,530.00) of the total contract amount.

There were three (3) bids received for this project under BID044-20-21-CE.

The total construction time allocated for this project is thirty (30) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

Base Bid	\$56,905.00
Total	\$56,905.00

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#c:** Official Bid Tabulation (PDF)

- #d: BIR form for Palmetto Corp (PDF)

Contract

City of Columbia, South Carolina

Lancaster Street Paving Project

BID044-20-21-CE

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Palmetto Corp** with legal address and principal place of business at **3873 Hwy. 701 N., Conway, SC 29526**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **thirty (30)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Fifty-Six Thousand Nine Hundred Five Dollars and Zero Cents (\$56,905.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Specifications.

9.2.7 Site Map.

9.2.8 Addendum number 1 , inclusive.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor
Palmetto Corp

Owner
City of Columbia, SC

BY

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Attest

Address for giving notices:

Address for giving notices:

Department of Procurement and Contracts

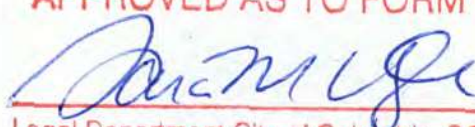
1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

Date: _____

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

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 8/13/21

Event Number	BID044-20-21-CE Addendum 1	Organization	City of Columbia, SC
Event Title	Lancaster Street Paving Project	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Ciera Ellis
Event Type	IFBs	Email	ciera.ellis@columbiasc.gov
Issue Date	6/8/2021 04:33:30 PM (ET)	Phone	(803) 545-3476
Close Date	6/29/2021 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Palmetto Corp of Conway	Conway	SC	6/29/2021 09:52:09 AM (ET)	1	\$56,905.00
Sloan Construction (Sloan Construction a di Columbia		SC	6/25/2021 10:19:27 AM (ET)	1	\$58,883.50
Lynches River Contracting, Inc.	Pageland	SC	6/29/2021 10:10:44 AM (ET)	1	\$93,275.00

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

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	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)
Weaver Construction Services		Pavement Markings	4,530	7.9 %		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 4,530

TOTAL CONTRACT AMOUNT: \$ 56,905.00

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

Business Name: PALMETTO Corp.

Representative Name/Title: John Smith - CEO

Date: 6/29/2021

Business Information for Subconsultants/Subcontractors - continued**List information for each Subcontractor or Subconsultant below.****1) Subcontractors Company information (Primary/Main office location)**

Weaver Construction Services
 Company Name

9348-F SC-90
 Physical Address

9348-F SC-90
 Mailing Address

Longs SC 29568
 City/State Zip Code + 4

(843) 743-0622 ()
 Phone number Fax number

Jason Spencer
 Primary Contact Name Secondary Contact Name

bids@weavercarolinas.com
 Primary Contact Email Address Secondary Contact Email Address

46-2710092
 Federal ID # Vendor #

2) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

() ()
 Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

7/16/19 City of Columbia Form 0710 V.2

3) Subcontractors Company information (Primary/Main office location)



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for the Chestnut Hills Paving Project, as requested by the Public Works Department. Award to Eurovia Atlantic Coast dba Blythe in an amount not to exceed \$845,627.33. This firm is located in West Columbia, SC.

REQUISITION NO.: R210280

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: County Transportation Committee Fund - Street Resurfacing Capital Project Cost (4079999-SR911347-658650). The original budget amount is \$1,620,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Eurovia Atlantic Coast dba Blythe is the prime contractor and will provide paving services at 91.49% (\$773,664.45) of the total contract amount.

The following subcontractors will provide additional services:

Coogler Construction of Irmo SC, will provide CMRB/Milling services at 7.51% (\$63,506.61) of the total contract amount.

Peek Pavement Markings, LLC of Columbus, GA, will provide striping services at 1.00% (\$8,456.27) of the total contract amount.

There were four (4) bids received for this project under BID045-20-21-CE.

The total construction time allocated for this project is one hundred twenty (120) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

Base Bid	\$845,627.33
Total	\$845,627.33

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#b:** Official Bid Tabulation (PDF)
- **#d:** BIR form for Eurovia Atlantic Coast LLC dba Blythe (PDF)

Contract

City of Columbia, South Carolina

Chestnut Hills Paving Project

BID045-20-21-CE

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Eurovia Atlantic Coast dba Blythe** with legal address and principal place of business at **P.O. Box 3846, West Columbia, SC 29172**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred twenty (120)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Eight Hundred Forty-Five Thousand Six Hundred Twenty-Seven Dollars and Thirty-Three Cents (\$845,627.33)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Specifications.

9.2.7 Site Map.

9.2.8 Addendum number 1, inclusive.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor
Stutts & Williams, LLC

BY _____

(CORPORATE SEAL)

Attest _____

Address for giving notices:

Date: _____

Owner
City of Columbia, SC

BY _____

Teresa Wilson, City Manager

Attest _____

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

Contractor
Eurovia Atlantic Coast dba Blythe

BY _____

(CORPORATE SEAL)

Attest _____

Address for giving notices:

Date: _____

Owner
City of Columbia, SC

BY _____

Teresa Wilson, City Manager

Attest _____

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 8/13/21

Event Number	BID045-20-21-CE Addendum 1	Organization	City of Columbia, SC
Event Title	Chestnut Hills Paving Project	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Ciera Ellis
Event Type	IFBs	Email	ciera.ellis@columbiasc.gov
Issue Date	6/8/2021 04:34:10 PM (ET)	Phone	(803) 545-3476
Close Date	6/29/2021 11:15:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Eurovia Atlantic Coast LLC dba Blythe	West Columbia	SC	6/29/2021 11:13:53 AM (ET)	1	\$845,627.33
Sloan Construction (Sloan Construction a division	Columbia	SC	6/25/2021 03:18:07 PM (ET)	1	\$893,542.05
Palmetto Corp of Conway	Conway	SC	6/29/2021 09:50:25 AM (ET)	1	\$936,840.59
Lynches River Contracting, Inc.	Pageland	SC	6/29/2021 10:13:36 AM (ET)	1	\$942,537.10

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

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	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)
Coogler CONstruction		CMRB/ Milling	63,490	7.51%		
Peek Pavement Markings LLC		Striping	3,200	1.0 %		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 66,690

TOTAL CONTRACT AMOUNT: \$ 845,694.31

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

Business Name: Eurovia Atlantic Coast LLC

Representative Name/Title: Lee Barrack/Senior Area Manager

Date: 6/26/2021

Business Information for Subconsultants/Subcontractors - continued**List information for each Subcontractor or Subconsultant below.****1) Subcontractors Company information (Primary/Main office location)**Coogler Construction Inc
Company Name1760 Dutch Fork Rd Irmo, SC 29063
Physical AddressPO Box 177
Mailing AddressBallentine, SC 29002
City/State Zip Code + 4(803) 781-7411
Phone number()
Fax numberJoey Coogler
Primary Contact Name

Secondary Contact Name

Joey@cooglerconstruction.com
Primary Contact Email Address

Secondary Contact Email Address

58-2323776
Federal ID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)Peek Pavement Markings LLC
Company Name4600 Peek Industrial Dr Columbus Ga 31909
Physical AddressPO Box 7337
Mailing AddressColumbus, GA 31908-7337
City/State Zip Code + 4(706) 563-5867
Phone number(706) 563-7762
Fax numberTammy Harbuck
Primary Contact Name

Secondary Contact Name

Tharbuck@peeksafety.com
Primary Contact Email Address

Secondary Contact Email Address

20-0362023
Federal ID #

Vendor #



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of a Side Loader for the Solid Waste Division, as requested by the Fleet Services Division. Award to National Auto Fleet Group, using the Sourcewell Cooperative Contract, in the amount of \$126,107.00. This vendor is located in Watsonville, CA.

REQUISITION NO.: R210440

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$126,107.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the Sourcewell Cooperative Contract# 060920-NAF Vendor, National Auto Fleet Group at the following cost.

Side Loader	
Base Price	\$ 125,607.00
SC Vehicle Tax	\$ 500.00
PO Total	\$ 126,107.00

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

ATTACHMENTS:

- **#a:** National Auto Fleet Group_Contract for Goods (PDF)



CONTRACT FOR GOODS

This Contract is being awarded using the Sourcewell Contract #060920-NAF

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and National Auto Fleet Group with legal address and principal place of business at 490 Auto Center Drive, Watsonville CA 95076 (hereinafter referred to as the “Contractor”), for the purchase of a baby side loader.

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods fully described in Exhibit A, attached hereto. The Contractor shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods prior to the goods being delivered. If the Contractor fails to obtain prior written approval to deliver the goods, the City is under no obligation to compensate the Contractor for the goods received.

3. **TERM OF CONTRACT** – Full Net Invoice / Delivery
4. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of the Fleet Services.
5. **COMPENSATION** – (See Exhibit A)

City of Columbia and National Auto Fleet Group

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Public Works Equipment shall not exceed One Hundred Twenty-Six Thousand, One Hundred Seven Dollars and Zero Cents, (\$126,107.00).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance the of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL CONTRACT #060920-NAF**

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

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

- 1. This Contract
- 2. Sourcewell Contract #060920-NAF
- 3. Cost Proposal
- 4. All applicable bonds, insurance and other applicable documents
- 5. Any modifications, including Change Orders, duly delivered after execution of Contract.

MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for delivery of all the goods required by this Agreement. The Contractor does not act as the City's agent or employee.

City of Columbia and National Auto Fleet Group

- C. The Contractor will not assign or sublet its obligations to provide the goods required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

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

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

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

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

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

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

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

- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, “A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official’s, public member’s, or public employee’s official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official’s, public member’s, or public employee’s official responsibilities.

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

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

City of Columbia and National Auto Fleet Group

Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	

CONTRACTOR

_____	_____	Date: _____
Print	Signature	

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 8/3/2021

List of Exhibits

Exhibit A – Quote

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcewell for the administrative fee amount of \$400 multiplied by the total number of trucks purchased by Participating Entities from Vendor under this Contract, and \$200 multiplied by the number of trucks purchased by Participating Entities from Vendor's partner dealer Alan Jay Automotive in Florida, during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

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

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

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

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/3/2020 | 5:08 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 8/3/2020 | 2:06 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/3/2020 | 5:13 PM CDT

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

Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

Created On: Friday April 17, 2020 10:02:43

Submitted On: Tuesday June 09, 2020 00:25:02

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: 42f514a4-eaaa-46d1-a264-1de559e88b95

Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	72 Hour LLC, DBA: National Auto Fleet Group
2	Proposer Address:	490 Auto Center Drive Watsonville CA, 95076
3	Proposer website address:	www.NationalAutoFleetGroup.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Clarkecooper@wondries.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	NAFG, was originally established in 1987 when we went by Wondries Fleet Group located in Southern California. Starting with a single automobile dealership, my father Clarke Cooper has grown our network to over 35 dealerships both in and outside of California. We have always hired and promoted from within our organization to help promote our culture. Most of our Fleet Division Managers who started with us back in 1987 are still with us today. We have evolved over the decades to adapt to the improving industry technology to the advancement of once gas-powered vehicles to now fuel cell powered. Even in today's fast changing marketplace, our core values have never changed. Our core values are: Always do what's right for the customer, you take care of them and they will take care of you. Our Business philosophy has always been the 4 RIGHT'S to every client: Deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place and the RIGHT price. Our longevity can best be displayed with a few statements. We are and have always been family owned and operated. We have deep family roots in the automobile business with future generations in the infant stages today. We plan on leading our industry for decades to come.

8	What are your company's expectations in the event of an award?	If awarded another Sourcwell Contract, this would be our 4th and like our prior 3 contracts we will grow yet again by compounding our knowledge and customer service experience we have gained from serving members from across our great nation yet again to new heights. We want to grow our divisions with more staff and particularly grow our Partner Program which is detailed in the Zip file in the additional Documents upload. Our Partner program allows members to suggest and even recommend there local upfitters to NAFG to partner on any turn key quote. We see a tremendous value in giving the ability to the member to supply the upfitter of there choice to NAFG in order to provide a 100% turn key solution.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have uploaded the following under the section: Financial Strength: Bank commitment letters that we have been utilizing with our current Sourcwell Contracts which extend a direct line of credit up to \$ 43,000,000 and more if needed to serve member needs. Market Success with copies of recent current contracts of over \$ 140,000,000 worth of products and goods from a direct result of our current Sourcwell Contracts which are: 1. City of San Diego, CA \$ 72,000,000 contract under our Sourcwell Contract 120716-NAF. 2. City of San Diego, CA \$ 55,400,000 contract under our Sourcwell Contract 081716-NAF. 3. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcwell Contract 120716-NAF. 4. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcwell Contract 120716-NAF for the procurement of 400 vehicles. 5. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcwell Contract 120716-NAF. 6. City of Los Angeles Harbor, CA Contract for \$ 1,500,000 under our Sourcwell Contract 120716-NAF. 7. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcwell Contract Class 6, 7 and 8 Contract 081716-NAF. 8. City of Costa Mesa, CA Contract for \$ 1,023,220 under our Sourcwell Contract 120716-NAF. 9. Blanket Contract with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. 10. Blanket Contract with the State of Maryland, MD off our Current Sourcwell Contract 120716-NAF. Commitment Letter's for 5 years' worth of continued unwarily support from large national upfit suppliers such as The Knapheide Manufacturing Company with it's distributor base nation wide down to regional support from Phenix Truck Body in Southern CA as an example. All of which currently help support our current members clients with current and past orders they have had with NAFG. We have Member Recommendations attached showing not only does NAFG practice with we preach, but Member's can stand behind NAFG as well. We have Upfitter Recommendations as well to show not only NAFG is a good partner for members but also a good partner to partner with. Not only does taking care of the member just involve the dealer, it also must and will always include the upfitter along with the entire supply chain. All of which goes towards serving the members. We have provided documentation of the State of Maryland adopting our current Class 6, 7 and 8 contract demonstrating our ability to go after and show States there's a better way of doing business. Lastly, we have shown our Growth we have had with Sourcwell from 2012 when we were first awarded. We hope this only shows the trajectory of where we are expecting to take our future expectations.	*
10	What is your US market share for the solutions that you are proposing?	Our US Market Share for the products and Model's we are offering is roughly 70-80% as the 11 manufacturers represent. NAFG market share is roughly estimated 2% of Government Fleet Sales.	*
11	What is your Canadian market share for the solutions that you are proposing?	NAFG current Canadian market share is zero, however plans are in place to aggressively go after the Canadian market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	NAFG is best described as "A" a Distributer/Dealer/Reseller/Dealer Partner for the Manufacturers contained in our response: Ford Motor Company, RAM, Chevrolet, Hino, Isuzu, International, Volvo, Freightliner, Western Star, Mack, Kenworth and Peterbilt. All orders are placed with franchised dealerships and ultimately titled to the member. All our appropriate certificates can be viewed in the "Related Certification" section for either our dealerships direct or our partner dealers you will find all appropriate certificates. We do not sell used equipment to the members. As well you will find NAFG has named our dealer partners as additional insured under our policy.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	A Dealer License and Franchise agreement issued by the Manufacture, Department of Motor Vehicles License along with a Reseller's permit are the most pertinent licenses to hold. In the attachment in section "Related Certification" you will find the following either as a solely owned entity or by our partner dealer we jointly hold: IRS Approved FET Number CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Does not apply.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years.	*
17	What percentage of your sales are to the governmental sector in the past three years	As an organization most of our sales are focused on retail, however in our division in Fleet, we have sold to about 90% Government accounts.	*
18	What percentage of your sales are to the education sector in the past three years	As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year during the past three years. Second, our Sourcewell Contract's 091219, 081716 and 120716 which over the past three years has sold a volume of \$ 390,030,176.99 of Combined Quarterly Sales.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-732-3794	*
County of Venture, CA	Mr. Jorge Bonilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at a time	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 100 Trucks	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 75 Trucks	Over 2M	*
City of San Diego	Government	California - CA	Purchaser	Over 400 Trucks	Over 10M	*
Ann Arundel County	Government	Maryland - MD	Purchaser	Over 20 Trucks	Over 1M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

23	Sales force.	We have a Direct and Indirect sales force. Our direct sales force are our employees and partner dealers. Combined our estimated employee count exceeds 100 persons dedicated to supporting our dealerships and NAFG Fleet Division. Our indirect sales force which would be our partner suppliers and upfitters would be well above 100. With both direct and indirect sales force staff NAFG has been proven to maintain and service the current demand of the members. As the number of members grow that we can help, the more staff we would eagerly employee to help meet demand.	*
24	Dealer network or other distribution methods.	Our franchise network which cover's our proposed 11 manufacturers are second to none. With industry forefront of the combined experience of manufactures like The Ford Motor Company, General Motors, Freightliner, MACK, Peterbilt and Kenworth to name a few have established a national presence were all members can receive service and warranty repairs on there respective products. The distribution of an Automobile or Cab Chassis has always been an ongoing challenge for all manufactures new and old. However we in America have the best Automobile Supply Chain Network in the world and as a franchised dealer of brands, we too get take full advantage of the network to ship and supply our member clients nationwide.	*
25	Service force.	With over thousands of service locations representing our 11 manufacturers a member client can find with ease a service station or warranty repair facility near by. Of course Alaska and Hawaii do have a larger distance between franchises a member would utilize for warranty repair or service.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best illustrate our Customer Service programs, I ask that you use as a reference our ZIP file under Additional Documents and within in a ZIP file named "Member Walk Through". Start with and view in order which I will explain in order here: How A Member Can Get Quotes Online Demo: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory order-able options, taking the guess work out for the member. Once a member selects a desired build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send the member a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and to ensure all Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk the member through the process step by step to ensure the member knows the upcoming factory order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in this example.
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as "NAFG Top 1,000 Member Clients" PDF.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our ability and know how to carry our business model into Canada has never been as strong as it is today, we believe a simple US Dollar to Canadian exchange rate coupled with our pricing structure will allow NAFG to finally be in a position to serve members in Canada by partnering with Canadian based dealer groups.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAFG will service 100 % of the United States of America and attempt to build the same model to service all of Canada. We do not know yet what regions we will encounter difficulty and how long the solution will take, but we will strive to service all of Canada.

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service all Sourcewell Members through our 24 hours a day 365-year website except Non Profits. Non-Profits would be subject to a different pricing program and would need to be handled on a case by case basis. Non-Profits mostly do not qualify for the discount governments qualify for.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only requirement for members in Alaska, Hawaii and US Territories would be logistical shipping constraints the region would hold. For example, we currently provide members in Alaska chassis cabs with upfits and the member allows us to add the extra shipping cost, port cost and driver cost to load and unload there vehicles from port to port. This would be required if needed to be added to any quote in these regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In addition to the Sample Marketing Flyers and Marketing Department Charts uploaded in the link "Marketing Plan/Samples" National Auto Fleet Group facilitates a variety of marketing strategies to promote our products and services to reach out to government entities. Our company encompasses mainly outbound marketing strategies to promote the Sourewell Government Vehicle Contract. Email Marketing: Part of our outbound strategy includes paid online marketing techniques such as the use of email campaign blasts. This process includes creation of multiple campaign flyers used to convey key messages to our targeted audience. Flyer messages consist of the types of vehicle contracts, brands sold, special discounts offered to first time buyers, holiday themed flyers, vehicles offered, new website features and many more. This method encourages potential customers to our website to explore our products and services. Campaigner email marketing service acts not only to send out emails but as a CRM database system to monitor, send and track effectiveness of emails. Our marketing team works continuously to gather emails from government entities though out the United States to compile a database of clientele. Event Marketing: This strategy has proven to be a successful avenue to generate leads and create lasting relationships. National Auto Fleet Group attends several trades shows per year to engage customers in person along with upsell opportunities. Meeting prospects face-to-face forms a lasting impression not available through other methods of selling. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, CASBO throughout the United States. Relationship Marketing: This is utilized once a client is directed though our website though online methods. Once a potential client registers and becomes a member on our website, our sales team will personally reach out via phone or email to provide further assistance. The role of the sales team is to continue to support and empower clients and educate them on products and services offered. The team will go the extra mile for subscribers, prospects, and customers even after a sales transaction is completed. Our sales team has worked tirelessly to focus on providing outstanding customer support to create powerful rapport with our clients. By going above and beyond, we have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence to our clients. Their constant goal is to regularly assist clients and address any needs during the entire sales process. Striving to focus on solution selling vs. product selling develops into a mutually beneficial agreement for customers and the business. Referral/Word of mouth: This strategy ties into our outstanding relationship marketing to clients. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout entire selling process to encourage repeat business and referrals. Coming late summer of 2020, National Auto Fleet Group will be launching a NAFG Partner Website to increase the growth of our business. The website www.nafgpartner.com is expected to launch late summer/early fall of 2020. The site encourages body upfitting companies throughout the United States to partner up with us to become a preferred member. The benefits of becoming a preferred member is to have their business advertised on our site as well as referring any clients with upfitting needs to a local body company within their general vicinity. Our buyers from government agencies are encouraged to go on the site as well and look for local body upfitting companies they are interested in working with. To join our network, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This creates a relationship that will generate increased sales from both the sides. We are still currently building the website and searching for body companies across the states that would be interested in partnering up with NAFG. Direct Marketing: Prior to the Covid-19 outbreak, our company was promoting direct marketing strategies by contacting local businesses and setting up in person meetings with our dedicated public relations representative. The role of our dedicated representative included in person meetings to discuss our products and services, present website features and to drop off sales contact information for further questions.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media is a critical part in the way people communicate and connect with each other. LinkedIn offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to reach out to current and potential members through personalized messages. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, and Facebook company pages. The goal is to find and connect with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate more business. Time is also spent on reading posts from connections to observe any needs that National Auto Fleet Group may assist with. The marketing team also spends time researching government entities and prospects through their websites. In addition to looking for new clients, the marketing team will take time to sign up for e-newsletters from cities, counties, school districts and colleges. This will ensure that NAFG will understand needs of government entities and will utilize this information for future campaigns. Example: City of New York posted that they plan to replace current fleet with an all-electric fleet within the next 20 years. Email campaigns focusing on types of electrical vehicles provided by National Auto Fleet Group was sent. NAFG has recently introduced newly built live chat feature on our website. Visitors are prompt to chat with a live sales representative 24 hours a day, 7 days a week. This will ensure that clients that are interested have another avenue of reaching out in addition to emailing or telephone. Benefits of Live chat option include quicker response time to assist buyers for purchasing needs. Our live chat feature not only encourages sales but the value of the sale as well. Live chat benefits from understanding the immediate needs of the buyer and buyers can receive an immediate response not only from questions but recommendations for their needs. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Email is a big part of our lives and every government agency employee has an email address. Campaigner.com is the platform used for our email marketing. The goal of email marketing is to reach our target audience and personalizing email flyers with a responsive design. Videos and images are used and can be viewed from on a computer or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows us to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the purchasing and procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts. Products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors. Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to bid. Sourcewell has done for bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Once a client receives a vehicle quote from our sales department, the role of the client is to submit a purchase order when ready. Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States. The Sourcewell well name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also be customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with all their vehicle purchasing needs. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments throughout the company.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached through phone, email or on the new live chat feature on the website. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat, or phone. If support is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures having an available representative to answer any questions if needed and to empower the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at dealer cost.
37	Describe any technological advances that your proposed products or services offer.	Accomplishments by the Manufacturers like Ford Motor Company, General Motor's and MACK Truck serve the member automatically by having these models available through our proposal. As well as our inclusion of Motive Power Systems in our proposal. Motive Power Systems provides the member the ability to electrify their vehicle. We attached product information and pricing in the "Upfits Available" ZIP file in them "All 11 Manufacturer" ZIP file under additional documents.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	NAFG has Partnered with 400 Mayors Nationwide to create a US Mayor EV Drive Climate Initiative called the Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all technology predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Within the same Motive Power PDF's located in the "Upfits Available" Zip File, you will find Motive's System's CARB Certification's (California Air Resource Board) for two engines offering along with there Ford Qualified Vehicle Modifier Certificate. All which help energy conversation and efficiencies.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG has provided as an attachment "Upfits Available" our partnership letter with Diversified Leasing. Diversified Leasing is a DVBE/SBE Company that has been in business since 2014. As a Disabled Veteran Business Enterprise Licensed in the Stat of California (#1792183) Diversified has offered there certification to be placed on any NAFG quote for a small admin fee which is fully displayed on there partnership letter attached.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Dedication, Hard Work not to be confused with efforts but with results. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution.

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	We have attached all Warranty information provided by all 11 manufacturers offered in our proposal as an added attachment.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each manufacturer have there own usage restrictions that a member should be aware of. Such as improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, in some cases of a breakdown, manufacturers would tow a member vehicle to there nearest warranty repair facility.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are passed on to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	We offer no exchange, return programs or policies. Once an order has passed a certain point with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable.	*
48	Describe any service contract options for the items included in your proposal.	We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 20, with a 10-day grace period.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "member Walk Through"	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	NAFG is structured in a manner where it can monitor most transactions preformed through our Sourcewell Contracts. NAFG has made the tracking of all orders a reasonably organized method to allow fast accurate quarterly reporting.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, up to \$ 2,500 per vehicle, any amount higher than \$ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAFG is offering Line Item Discounts Off MSRP for 11 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Price Summary Page in the price file.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG Discount Range per Manufacturer is as follows: Ford Motor Company from 2.75% to 18.86% RAM FCA Company from 6.18% to 13.95% Chevrolet from 5.73% to 21.39% HINO from 14.36% to 19.24% ISUZU from 9.98% to 15.57% International from 2.01% to 39.33% Volvo from 23.79% to 24.19% Freightliner/ Western Star from 34.17% to 42.90% MACK from 16.97% to 31.95% Kenworth from 28.11 to 39.31% Peterbilt from 21.09% to 42.66% Upfits can be added at dealer invoice up to 10%, detailed in the price file.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	We encourage any and all members to contact us if considering ordering 50 or more units for an additional discount quote.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 10% mark-up if applicable.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item requires special training or installation, these charges would be added as part of the upfit and included in the members quote.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers charge a standardized "Factory Destination Charge" which is displayed on all window stickers and on all trucks on a dealer's lot. This is not the destination charge that maybe charged to ship a chassis to and from an installer, these additional subsequent movements are all added freight charges and will be displayed on the members quote.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We would never offer any other organization what we offer Sourcewell in volume pricing and offerings.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have created a member friendly easy to build online quoting system for members to use. Pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines: F-450, F-550, F600 and like models = \$ 400 flat F-650 and above = \$ 700 flat Partner Deals (NAFG Partners with another dealer) = \$ 150 flat All other models F-250 and below = \$ 325 flat

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG is providing: 11 Manufacturers totaling above 1,284 makes, models and trims ranging from Class 3 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAFG Lists all makes, models and trims in each ZIP file under ZIP File "All 11 Manufacturers" representing a combined over 1,284 makes, models and trim combinations for members to choose from along with a subtitle "Upfits" detailed in the price file.

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

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

Line Item	Category or Type	Offered *	Comments
66	Class 8 chassis	☒ Yes ☐ No	11 Manufacturers totaling above 1,284 makes and models *
67	Class 7 chassis	☒ Yes ☐ No	11 Manufacturers totaling above 1,284 makes and models *
68	Class 6 chassis	☒ Yes ☐ No	11 Manufacturers totaling above 1,284 makes and models *
69	Class 5 chassis	☒ Yes ☐ No	11 Manufacturers totaling above 1,284 makes and models *
70	Class 4 chassis	☒ Yes ☐ No	11 Manufacturers totaling above 1,284 makes and models *

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded NAFG will keep track of the number of client quotes it processes which will be done via our website and easy to oversee and base this data month after month to see if our interest is growing at the expected rate we would expect.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Our manufacturers products are always striving to bring to market the latest green vehicles to accommodate the ever-increasing demand for eco friendly transportation.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Representing 11 manufacturers in our response, we are positive we represent the best of the best in chassis production and represent all strengths each manufacture has to offer.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Telematics can be added to any quote for any member since each manufacturer offers some form of telematics, if not we can quote it as a separate upfit item.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	
	NA		
	NA		
	NA		
	NA		
	NA		
	NA		

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Market Place Success and Financial Stability.zip - Sunday June 07, 2020 21:38:16
- [Marketing Plan/Samples](#) - NAFG Marketing Plan.zip - Monday June 08, 2020 16:51:00
- [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Certificates.zip - Monday June 08, 2020 13:38:53
- [Warranty Information](#) - Warranty Info for 11 Manufacturers.zip - Sunday June 07, 2020 19:30:07
- [Pricing](#) - NAFG Price File for RFP 060920.zip - Monday June 08, 2020 16:09:06
- [Additional Document](#) - ALL 11 MANUFACTURERS MODEL'S AND MEMBER WALK THROUGH'S.zip - Monday June 08, 2020 16:12:26

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

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA Naional Auto Fleet Group

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class 4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	☒	--
Addendum_10_Class 4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	☒	--
Addendum_9_Class 4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	☒	--
Addendum_8_Class 4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	☒	--
Addendum_7_Class 4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	☒	--
Addendum_6_Class 4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	☒	2
Addendum_5_Class 4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	☒	--
Addendum_4_Class 4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	☒	--
Addendum_3_Class 4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	☒	--
Addendum_2_Class 4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	☒	--
Addendum_1_Class 4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	☒	--



National Auto Fleet Group

A Division of Chevrolet of Watsonville

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(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

8/18/2021

Quote ID#1617HD (R1)

Mr. Elizabeth Marsh

City of Columbia

1800 Main Street, 2nd Floor

Columbia, SC 29201

Dear Elizabeth Marsh,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (**2022 Isuzu NRR, NU2 132.5" WB, 110" CA, 19,500# GVWR, White with Martco 10 Cubic Yard Side Loader**) and provided by Mr. Steven Gardner with Shealy Truck Center, each for:

	MSRP	Contract Price	Adj. Discount	Saving
Chassis and Option	\$ 62,976.00	\$ 55,452.00	11.00%	\$ 7,524.00
Carolina Environmental Systems Quote		\$ 69,755.00		
Tax (0.00%)		\$ 0.00		
Extended Warranty		\$ 400.00		
Total		\$ 125,607.00		

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



DODGE

Carolina Environmental Systems, Inc.
306 Pineview Drive Kernersville, NC 27284
2701 White Horse Road Greenville, SC 29611
500 Lee Industrial Blvd Austell, GA 30168
800-239-7796 – Toll Free

August 3 , 2021

Mr. Steve Gardner
Shealy Truck Center , Inc.
 1340 Bluff Road
 Columbia, South Carolina 29201

Reference : City of Columbia , South Carolina

Dear Steve :

We are pleased to quote to you the following Martco “ Companion “ 10 Cubic Yard Side Loader per the attached brochure and to include the following :

1. Mounting @ CES- Greenville,SC
2. Pump and PTO
3. 6” Chrome Telescopic Packing Cylinder
4. Splash Guards
5. Eight Slide Bearings
6. Two Body Lift Cylinders
7. Hydraulic Open/Close/Lock Tailgate
8. Loading Steps both sides
9. Redundent Rear Lights
10. Pressure Guage
11. 10 Micron Spin-On Filter
12. Sight Gauge on Hydraulic Taank
13. 60 GPM Diverter Valve
14. CES Camera and Monitor
15. Paint
16. Strobe Light
17. Single Barker Cart Lift / Model BPH2-2547 / Curbside
18. Freight to Columbia , SC

Total Per above \$ 69,755.00

Delivery : Approximately 90 days after receipt of a confirming order and a truck that complies with the factory mounting requirements . All PTO switches must be included on the truck and properly set up for the pump PTO.

Terms : Full Net Invoice / Delivery

Note : Truck programming will be done by Shealy Truck Center

We thank you for this opportunity and look forward to hearing back from you should there be any questions.

Sincerely ,

Chip Taylor

Chip Taylor

Mobile : (803) 238-3590

E-Mail : chiptaylor@sc.rr.com

Accepted By : _____
Steve Gardner / Shealy Mack

Date Accepted : _____



SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

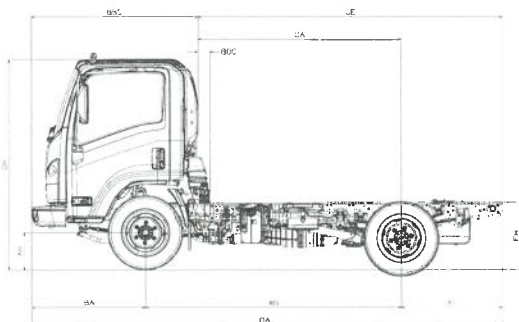
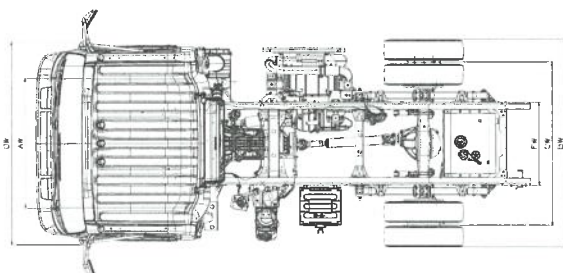
CES NRR



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NPR DIESEL

STANDARD CAB



Wheelbase (in.)	Cab to Axle (in.)	Cab to End of Frame (in.)	Back of Cab (in.)	Overall Length (in.)	Body Length (ft.)	Overall Width (in.)	Axle Width (in.)	Overall Height (in.)
109.0	86.5	129.6	6.1	200.5	10-12	81.3	65.6	90.8
132.5	110.0	153.1	6.1	224.0	14	81.3	65.6	90.8
150.0	127.5	170.6	6.1	241.5	16-18	81.3	65.6	90.8
176.0	153.5	196.6	6.1	267.5	18-20	81.3	65.6	90.8

GVWR/GCWR	13,000/19,000 lbs.
BODY/PAYLOAD ALLOWANCE	7,435 - 7,607 lbs.
GAWR Front Rear	5,360 lbs. 9,880 lbs.
FRONT AXLE CAPACITY	6,830 lbs.
REAR AXLE CAPACITY Ratio	11,020 lbs. 5.125
SUSPENSION F/R SPRINGS Capacity	Tapered/Multi-Leaf 6,830/9,880 lbs.
FRAME Section Modulus Resistance Bending Moment	7.20 in. ³ 316,800 lb.-in.
SERVICE BRAKES Front/Rear	Vacuum/Hydraulic with 4-Channel ABS Disc/Drum
EXHAUST BRAKE	Standard
TRANSMISSION	Aisin A460 6-speed auto. with double overdrive and lock-up 2 nd -6 th gears
ENGINE Displacement Engine Power Engine Torque	Isuzu 4JJ1-TC turbocharged intercooled diesel 3.0L (183 in. ³) 150 hp @ 2,800 rpm 282 lb.-ft. @ 1,600-2,800 rpm
OIL LEVEL INDICATOR	Dash-mounted oil level check switch and light
LIMITED SLIP DIFFERENTIAL	Optional
ALTERNATOR	140-amp
BATTERIES	2 Maintenance-Free 750-CCA
TIRES LRR (Low Rolling Resistance)	215/85R16E (10-pr) Standard
STEERING	Integral Hydraulic Power
STEERING COLUMN	Tilt and Telescopic
FUEL TANK Standard	30 gal. in-rail
FUEL/WATER SEPARATOR	Dual fuel filter with dash mounted indicator light

2018 ISUZU N-SERIES DIESEL WARRANTY COVERAGE AT A GLANCE

Vehicle Coverage	Warranty Limitations (Time or Mileage, Whichever Comes First)*		Percentage of Dealer's Normal Charge Paid by Owner	
	Time in Years	Vehicle Miles	Parts	Labor
Basic	0-3 Years	Unlimited	No Charge	No Charge
Engine	0-3 Years	Unlimited	No Charge	No Charge
• Transmission	0-3 Years	Unlimited	No Charge	No Charge
• Drive Axle				
• Driveshaft				
• Front Axle I-Beam				
• Crossmembers				
• Flywheel Housing	0-3 Years	Unlimited	No Charge	No Charge
• Clutch Housing				
Frame Rails	0-3 Years	Unlimited	No Charge	No Charge
Engine Emissions Control System - Federal	3-5 Years	Unlimited	50%	50%
	0-5 Years	0-100,000	No Charge	No Charge
Tires	0-2 Years	0-24,000	No Charge	No Charge
Corrosion (Rust Through)	0-4 Years	Unlimited	No Charge	No Charge

* The warranty coverages are determined by the mileage of the vehicle and the number of years from the delivery date. See your authorized Isuzu dealer for warranty details.

ISUZU EXTENDED WARRANTY COVERAGE

Isuzu is committed to assuring your satisfaction with your commercial truck. Your authorized Isuzu dealer also wants you to be completely satisfied and invites you to return for all your service needs, both during and after the standard and Extended Warranty periods.

While any authorized Isuzu N-Series dealer can perform standard and Extended Warranty service, we recommend that you return to the dealership that sold you your vehicle because of their continued and personal interest in you. If you are traveling, move or did not obtain your truck from an authorized dealership, any authorized Isuzu dealer can provide standard and Extended Warranty service for you.

Considering the investment you have made in your commercial truck, we know you will want to operate and maintain it properly. Therefore, we urge you to follow the instructions and recommendations contained in your Owner's Manual.

Should you ever encounter a problem that is not resolved, talk to a member of dealer management. If a problem persists, follow the procedures outlined in your New Vehicle Warranty Booklet.



ROADSIDE ASSISTANCE

Isuzu N-Series Diesel trucks are built to be the highest quality, most reliable trucks in the industry. That's why we back them with one of the strongest roadside assistance programs ever offered for Medium Duty Trucks.

With ANY Isuzu vehicle warranty, if your Isuzu N-Series Diesel truck experiences a mechanical breakdown anywhere in the United States, just call our 24-hour, toll-free number 866-441-9659 anytime day or night, 365 days a year. A service vehicle will be dispatched to provide minor roadside repairs or tow your truck to the nearest Isuzu dealer for service.

ISUZU
TRUCK

EXTENDED WARRANTY

N-SERIES DIESEL



© 2018 ISUZU COMMERCIAL TRUCK OF AMERICA, INC.



TM 10236 (04/18)

EXTENDED WARRANTY

• ENGINE

Cylinder block, cylinder head, oil pan, oil cooler, thermostat housing, flywheel, intake manifolds, and the following internal parts: oil pump, pistons with rings, liners, crankshaft and bearings, connecting rods and bearings, head bolts, cylinder head gasket, intake and exhaust valves, rocker arm assembly, camshaft and bearings.

• TRANSMISSION

Transmission case and all internal parts (excludes Allison transmissions).

• DRIVE AXLE

Differential, axle shafts, all seals and bearings.

• ROADSIDE ASSISTANCE

Warranty coverages are determined by the mileage of the vehicle and the number of months from delivery date, whichever comes first.

EXTENDED WARRANTY PLUS

(Includes Extended Warranty)

• FUEL INJECTORS

Fuel injectors, fuel pressure limiter, fuel injection pump, fuel rail pressure sensor, fuel temperature sensor, common fuel rail and high pressure lines.

• TURBOCHARGER

• ALTERNATOR

• STARTER

Starter, starter drive assembly, starter motor assembly.

• WATER PUMP

• REAR DRIVE AXLE

• FRONT I-BEAM AXLE

• CROSSMEMBERS

AFTERTREATMENT WARRANTY PLUS

(includes Extended Warranty and Extended Warranty Plus)

• DIESEL PARTICULATE FILTER (DPF) FUEL INJECTOR

• DPF FUEL PRESSURE SENSOR

• PARTICULATE MATTER SENSOR

• EXHAUST TEMPERATURE SENSOR (POSITION 1)

• EXHAUST TEMPERATURE SENSOR (POSITION 2)

• FRONT EXHAUST PIPE

• DIESEL PARTICULATE FILTER

• EXHAUST CATALYTIC CONVERTER (DOC)

• EXHAUST PRESSURE DIFFERENTIAL SENSOR

• DIESEL EXHAUST FLUID (DEF) LINE (TANK TO PUMP)

• DEF LINE (PUMP TO INJECTOR)

• DEF HEATER VALVE

• DEF CONTROL MODULE

• DEF SUPPLY PUMP

• DEF BACKFLOW VALVE

• DEF INJECTOR

• DEF SENSOR (NO LEVEL)

• SCR CATALYST

• SCR EXHAUST TEMPERATURE SENSOR

• NOX SENSOR #1

• NOX SENSOR #2

• EMISSIONS SYSTEM WIRING (AFTERTREATMENT ONLY)



The warranty coverages are determined by the mileage of the vehicle and the number of years from the delivery date. See your authorized Isuzu dealer for warranty details.

**ASK YOUR DEALER FOR
INFORMATION ON**

ISUZU'S SUPPORTING PROGRAMS AND TOOLS



**24 / 7 / 365
(866) 441-9659**

Roadside Assistance covers towing of Isuzu vehicles caused by warrantable defects. Roadside Assistance does not cover towing due to non-warranty issues (e.g., accidents or non-mechanical failures) or towing where winching is required. Roadside Assistance covers fuel and diesel exhaust fuel delivery (driver of truck must pay for fuel or diesel exhaust fluid).



© 2018 ISUZU COMMERCIAL TRUCK OF AMERICA, INC.



ISUZUCV.COM

TM 10242 (04/18)

**ISUZU
TRUCK**

ROADSIDE ASSISTANCE

**24 / 7 / 365
(866) 441-9659**



ROADSIDE ASSISTANCE... TO PROVIDE PEACE OF MIND

Roadside Assistance is standard for the first three years (unlimited miles) on N & F-Series Diesel trucks, and five years or 75,000 miles on Gas trucks, whichever comes first.

TOWS

Roadside Assistance provides towing to the nearest authorized Isuzu dealership if your truck cannot be driven due to a warrantable defect.

TIRES

In the event of flat or damaged tires, Roadside Assistance provides towing to the nearest authorized Isuzu dealership that carries truck tires or to a local tire store.

BATTERIES

Roadside Assistance will provide a jump start if your batteries should fail.

FUEL

Roadside Assistance will send a tow service provider with diesel fuel, gasoline or diesel exhaust fluid to your location. Owner will be responsible for the cost of the fuel or fluid.

LOCK OUT

Roadside Assistance will send a service provider to open your truck door if your keys are locked inside.

CUSTOMER PAY EVENTS

In the event that your service need is not covered by Roadside Assistance, our agents will be happy to coordinate a tow (or whatever is required), to help facilitate the transaction between the tow service provider and you.

Roadside Assistance does not cover winching or tows due to accidents, weather related issues, or body application issues such as lift gate problems.

**24 Hours A Day / 7 Days A Week /
365 Days A Year
(866) 441-9659**



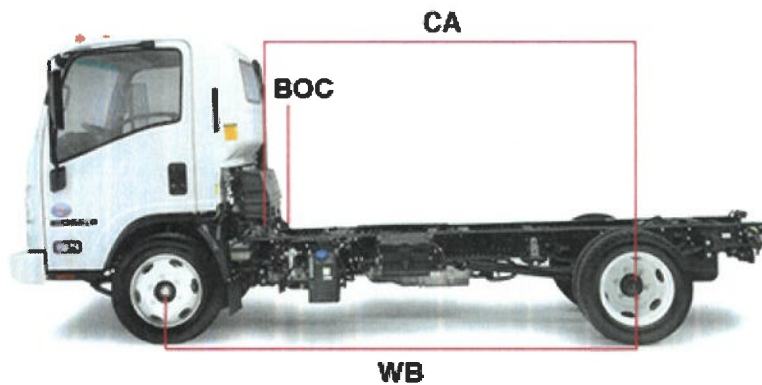


SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

CES NRR (2022 NRR Cab Chassis, NU2 132.5"WB, 110"CA, 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

Weight Distribution



Front Wt.	5,424.34 lbs.	46%
Rear Wt.	6,307.76 lbs.	54%
GVWR	19,500.00 lbs.	
GVW	11,732.10 lbs.	
Remaining Payload Weight	7,767.90 lbs.	

Driver/Passenger Weight	350.0 lbs.
Wheelbase (WB)	132.5 inches
Cab-to-Axle (CA)	110 inches
Body Length	13.5 Feet
Body Weight	4,555.0 lbs.
Back of Cab (BOC)	7.7 inches

Weight (lbs.)	Front	Rear	Total
Chassis	4,317.00	2,484.00	6,801.00
Chassis Equipment	25.10	1.00	26.10
Subtotal	4,342.10	2,485.00	6,827.10
Driver/Passengers	350.00	0.00	350.00
Body/Body Equipment	732.24	3,822.76	4,555.00
Payload	0.00	0.00	0.00
Total	5,424.34	6,307.76	11,732.10
GAWR/GVWR	7,275.00	13,660.00	19,500.00
GCWR			25,500.00

Chassis Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
54	White, In rail fuel tank with power windows, power door locks and air conditioning		0.00 lbs.	0.00 lbs.	0.00 lbs.
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab		19.00 lbs.	0.00 lbs.	19.00 lbs.
IV8	Seat Covers standard cab		6.00 lbs.	0.00 lbs.	6.00 lbs.
UZF	Back up alarm		0.00 lbs.	1.00 lbs.	1.00 lbs.
IL9	PTO enable switch and engine idle up switch recommended for PTO and idle applications only		0.10 lbs.	0.00 lbs.	0.10 lbs.

Driver/Passengers:

	Center of Gravity	Front Axle	Rear Axle	Total
Driver	front axle	350.00 lbs.	0.00 lbs.	350.0 lbs.

Body/Body Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
	Body	21 inches in front of the rear axle	732.24 lbs.	3,822.76 lbs.	4,555.00 lbs.

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CES NRR (2022 NRR Cab Chassis, NU2 132.5"WB, 110"CA, 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

Warranty

Coverage	Warranty Limitations (Time or Mileage, Whichever Comes First)		Percent of Dealer's Normal Charge Paid by Owner	
	Time	Vehicle Miles	Parts	Labor
Basic	0-3 Years	Unlimited	No Charge	No Charge
Engine	0-3 Years	Unlimited	No Charge	No Charge
• Transmission	0-3 Years	Unlimited	No Charge	No Charge
• Drive Axles				
• Propeller Shaft				
• Front Axle I-Beam				
• Crossmembers				
• Flywheel Housing				
• Clutch Housing				
Frame Rails	0-3 Years	Unlimited	No Charge	No Charge
Frame Rails	3-5 Years	Unlimited	50%	50%
Engine Emissions Control System	0-5 Years	0-100,000	No Charge	No Charge
California Emissions Performance	0-3 Years	0-50,000	No Charge	No Charge
California Emissions Long-Term Defects	0-7 Years	0-70,000	No Charge	No Charge
Tires	0-2 Years	0-24,000	No Charge	No Charge
Corrosion (Rust Through)	0-4 Years	Unlimited	No Charge	No Charge

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CES NRR (2022 NRR Cab Chassis, NU2 132.5"WB, 110"CA, 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

Standard Equipment Summary

Code	Description
Tires	
I5H	LRR (low rolling resistance)
Engine	
I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.
Transmission	
I1W	Aisin A465id 6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343,
Wheelbase	
IA9	132.5 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 7.20 in3 RBM 316,800 lb./ft./in. per rail. 110"CA
Air Cleaner	
KNX	Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).
Alternator	
I2C	140 AMP. with integral regulator.
Battery	
IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts
Exhaust	
IX7	Single horizontal with DPF/SCR exhaust system
Front Axle	
IZ6	"I"-beam rated at 7,275 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.
Front Suspension	
ID8	8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar
Front Wheels	
IB9	19.5" x 6", 6-hole disc, painted white
Front Tires	
XTN/R3M	225/70R19.5F (12 ply) tubeless Radial, all season
Rear Suspension	
ID9	14,550 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers.
Rear Axle	
ID3	Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.
Ratio	
O11	5.571:1
Rear Wheels	
IC1	19.5" x 6", 6-hole disc, painted white
Rear Tires	
YTN/S3M	225/70R19.5F (12 ply) tubeless Radial, all season tread.
Fuel Tank	
IF9	30 gal. rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.
Seat	
AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.
Brakes	

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CES NRR (2022 NRR Cab Chassis, NU2 132.5"WB, 110"CA, 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

Standard Equipment Summary

Code	Description
K40	Butterfly valve type exhaust brake
IT4	Dual circuit, Hydro-Boost hydraulic brake system with EBD (Electronic Brake Distribution). Mechanical transmission mounted parking brake. Non-asbestos semi metallic linings are standard. Anti-lock brake system
Air Conditioning	
C60	Air conditioner
Power Windows & Door Locks	
IL0	Yes
Floor Mats	
IQ6	Standard Floor Mats
Model Option	
54	White, In rail fuel tank with power windows, power door locks and air conditioning
Accessories	
IX2	Rear body dome lamp switch
8RP	AM/FM/CD radio with Aux input/USB port and Bluetooth RPO

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Optional Equipment

Options

Code	Description
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab
IY4	Delete radio
IS0	Heated Mirrors
IU2	Mirror Bracket for 102" wide body
UZF	Back up alarm
IG3	Engine oil pan heater (120v 300w)
I4H	CAN interface converter
IH2	Engine emergency shutdown system HWT, LWL, LOP
IY9	Engine idle shutdown (timer set at 3 minutes for engine shutdown)
I9A	Engine idle shutdown (timer set at 5 minutes for engine shutdown)
IL9	PTO enable switch and engine idle up switch recommended for PTO and idle applications only
WFF	60 months / 150,000 Miles
WFG	60 months / 200,000 Miles
WFI	60 months / 250,000 Miles
I4K	Keyless entry system including two keypads as standard
I5K	Suspension Drivers Seat (not available on crew cab chassis)
I6K	Lockable DEF fill cap
I1L	Speed limited to 58 MPH
I2L	Speed limited to 65 MPH
I4L	Speed limited to 70 MPH
I3L	Speed limited to 68 MPH
V22	Chrome Grille
I5L	Locking DEF cap (all keyed alike on multiple chassis ordered together)
I7L	High visibility seat belt (red color, driver seat only)
I8L	High visibility seat belt (red color, driver and RH passenger seat)
WAG	60 months / 200,000 Miles PLUS
I1V	Audio System with 7" diagonal color touch screen
I2V	Audio System with 7" diagonal color touch-screen with backup camera (camera shipped loose)
I0W	Heated dual remote control mirrors (17" head)
I5W	Engine oil pan heater with receptacle (125V 300W)
I3W	Cold weather package (includes block heater with receptacle and heated fuel filter)
I3V	Cold weather package (includes block heater and heated fuel filter with oil pan heater and receptacle)
I4V	Forward collision and lane departure warning

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Optional Equipment

Options

Code	Description
	(Mobileye)
I3Z	Spare keys (2 additional, 4 keys in total)
I4Z	Front panel film
I7Z	Front panel film with chrome grill
IF4	Air Deflector roof mounted (not available in Crew Cab)
IV8	Seat Covers standard cab
IOA	Cross rail horizontal DPF/SCR with vertical exhaust (Available only with in rail fuel tank and single cab)
I1M	Seat covers standard cab with suspension seat
M10	MORGAN (Van Body) Hardwood Floor / Plywood Lining, 14' X 96" X 85"
S10	SUPREME (Van Body) Hardwood Floor / Plywood Sides / Tie Ring, 14' X 96" X 85"
S41	SUPREME (Van Body) Pine Floor / Plywood Sides / Tie Ring, 14' X 96" X 85"
SS4	SUPREME (Van Body) Hardwood Floor / Slat Lining, 14' X 96" X 85"
MS4	MORGAN (Van Body) Hardwood Floor / Slat Lining, 14' X 96" X 85"
KL2	Knapheide Landscape Dump Body with Knap Pack, 13' x 94.4" x 40" (sides)
KD2	Knapheide Dump Body with Knap Pack, Inside Dimensions 13.58' x 86.9" x 12" (sides)
KL4	Knapheide Landscape Dump Body with Knap Pack, 13' x 94.4" x 40" (sides)
I6D	14' Translucent Roof (Requires M10 or MS4 Morgan body program)
IOE	10' Walk Ramp (Requires M10 or MS4 Morgan body program, N/A with lift gate)
I7E	12" X-member Spacing (Requires M10 or MS4 Morgan body program)
IQ8	14' Translucent Roof (Requires S10, S41, or SS4 Supreme body program)
IR2	10' Walk Ramp (Requires S37, S10, S40, S41, SS2, or SS4 Supreme body program; N/A with lift gate)
I5E	12" X-member Spacing (Requires S10, S41, or SS4 Supreme body program)
I8O	1 row E-track recess mt. on sides and surface mt. on front (C/L @ 30" above floor) ply 14
I9O	2 rows E-track recess mt. on sides and surface mt. on front (C/L @ 24" & 48" above floor) ply 14
I5M	1 row E-track recess mt. on sides and surface mt. on front in addition to tie rings (C/L @ 30" above floor) ply 14
I6M	2 rows E-track recess mt. on sides and surface mt. on front in addition to tie rings (C/L @ 30" & 60"

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CES NRR (2022 NRR Cab Chassis, NU2 132.5"WB, 110"CA, 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

Optional Equipment

Options

Code	Description
	above floor) ply 14
I5N	1 row E-track recess mt. on sides and surface mt. on front in addition to tie rings (C/L @ 30" above floor) slat 14
I6N	2 rows E-track recess mt. on sides and surface mt. on front in addition to tie rings (C/L @ 30" & 60" above floor) slat 14
I4O	City PAK Spec 14, 42" single swing Curbside door with barlock with (1) grab and 1- step stirrup, Location: 26.75" back from the outside front wall to leading edge of door hinged forward, Smooth Steel Scuff sides and front 14 ga. x 12", LED STT lights mounted on rear corner posts in lieu of using STD Incandescent light that come with chassis, (2) rows E-Track recess mounted on sides and surfaced mounted on front wall located 30" & 60" up from the floor to C/L in addition to rope ties
I3U	14 ga. x 12" Smooth Steel Scuff sides and front
I0U	42" single swing Curbside door with anti-rack bar lock with (1) grab and 1-step stirrup
I1U	LED STT & BU lights mounted on rear corner posts in lieu STD Incandescent lights that come with chassis
I1Q	Maxon TE-20L Tuck-A-Way bolt-on liftgate with galvanized finish, Capacity: 2,000 lbs., Gate weight: 570 lbs., Platform size: 36 inches x 80 inches galvanized steel wedge platform, Steel Step Bumpers: one (1) each side with 13.5-inch solid rubber pads (In lieu of STD program body Full Width One Way Step bumper), Two (2) Grab Handles at rear in lieu of one (1) standard grab handle on curb side, Cut off switch in cab, LED STT & BU lights installed on the rear corner posts in lieu of standard Isuzu tail lights (Requires M10, M11, M17, M18, M20, M21, MS4, MS6, MS8, MS9 or RF6 Morgan body program; N/A with walk ramp)
I0Q	MAXON TE-20L Tuck-A-Way bolt-on liftgate galvanized finish, Capacity: 2000 lbs. (Gate weight: 570 lbs.), Platform size: 36 inches x 80 inches galvanized steel wedge platform, Steel Step Bumpers: one (1) each side with 13.5-inch solid rubber pads (In lieu of STD program body Full Width One Way Step bumper), Two (2) Grab Handles at rear in lieu of one (1) standard grab handle on curb side, Cut off switch in cab, LED SST & BU lights are installed on the rear corner posts in lieu of the standard Isuzu tail lights (Requires S37, S10, S11, S17, S18, S19, S20, S21, S40, S41, S42, SS2, SS4, SS6, SS8, or SS9 Supreme body program; N/A with walk ramp)

Current report content is based on data as of 2021-04-29 04:16:11. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

CES NRR (2022 NRR Cab Chassis, NU2 132.5"WB, 110"CA, 19,500 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning

Optional Equipment

Options

Code	Description
I2W	LED SST and BU lights in lieu of incandescent chassis tail lights
I7X	Cab Protector
I4X	Landscaper Tarp
I6X	Receiver Hitch and 7-way Trailer Plug
I6Z	MAXON TE-25L bolt-on liftgate galvanized finish, capacity: 2500 lbs. gate weight: 757 lbs., requires 6" channel longsills for ample clearance, platform size: 48 inches x 80 inches galvanized steel wedge platform, 13.5-inch solid rubber pads, two (2) grab handles, LED SST & BU lights installed on the rear corner posts (Requires S10, S41, or SS4 Supreme body program; N/A with walk ramp)
I5Z	Maxon TE-25L Tuck-A-Way bolt-on liftgate with galvanized finish, Capacity: 2,500 lbs., Gate weight: 846 lbs., Platform size: 48 inches x 80 inches galvanized steel wedge platform, Steel Step Bumpers: one (1) each side with 13.5-inch solid rubber pads (In lieu of STD program body Full Width One Way Step bumper), Two (2) Grab Handles at rear in lieu of one (1) standard grab handle on curb side, Cut off switch in cab, LED STT & BU lights installed on the rear corner posts in lieu of standard Isuzu tail lights (Requires M10, M11, M17, M18, M20, M21, MS4, MS6, MS8, MS9 or RF6 Morgan body program; N/A with walk ramp)
I0Y	Window Shade Tarp Kit
I1Y	2x6 Polyboard Side Board Extensions
I6R	Ramp Ready Package - Includes LED SST lights in rear corner posts, 6" channel longsills and punched rear threshold (2 holes).
I7R	Ramp Ready Package - Includes LED STT and BU lights in rear corner posts; includes 3-1/2" mounting wood, ramp cage only installed, bumper center with ramp hole and threshold notched for ramp hooks.

Current report content is based on data as of 2021-04-29 04:16:11. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

SPECIFICATIONS

Ten (10) Cubic Yard Side-Loading Compactor Model MSLC-10 THE "COMPANION"

BODY CAPACITY: 9.2 cubic yards

BODY CONSTRUCTION:

Roof: 12 gauge steel
Sides: 12 gauge steel
Floor: Flat, 3/16-inch steel plate.
Understructure: 3/16-inch formed channel, 2 longitudinals, 10" wide at the floor, 4" wide at truck frame.
Bracing: Body will have adequate bracing at all points to withstand repeated application of maximum packing pressure without distortion of members. All body side sheets and bracing will be continuously-welded for maximum strength.
Packing Aids: Body will have three (3) pairs of retainer teeth mounted to the roof, just behind the loading doors.

BODY DIMENSION

Body Length: 162"
 Height above Frame: 76"
 Side Doors (Width x Height): 36" x 44"
 Top Doors (Width x Height): 36" x 32"
 Body Weight 4,555 lbs.

PACKER PANEL

Packer panel will be the full interior width and height of body. The packer panel will transit the full length of body, clearing the total area of all refuse. The packer panel will ride on eight (8) nylatron pads set on 4" x 3" tube rails, preventing side sway of panel when loading from one side.

TAILGATE CONSTRUCTION

The hydraulically-operated tailgate will be constructed of 10-gauge rolled steel, w/3 x 3 steel tubing frame. Tailgate will be raised by two (2) 2-1/2" double-acting cylinders, one on each side of body. Tailgate will be held in position by two steel clamp assemblies and held in place under hydraulic pressure.

EJECTION SYSTEM

The packing panel will act as the ejector panel, and will be powered by one seven-inch I. D., double-acting, five-stage telescopic cylinder.

(Page 1 of 3)

The packer/ejector panel will traverse the full length of the body. The packer/ejector panel will be capable of being retracted or extended from any position between full extension and full retraction.

HYDRAULIC SYSTEM

A complete hydraulic system will be provided, consisting of the following components and functions:

- a. One seven-inch I. D., double-acting, five-stage telescopic cylinder: packing & load ejection.
- b. Two 2 1/2" I. D., double-acting tailgate cylinders: lifting & lowering of tailgate.
- c. Two 2 1/2" I. D., double-acting body-lift cylinders: lifting & lowering the packer body for payload transfer into Rear Loader
- d. Dead-man controls: one valve controls all functions with separate spools. All functions cease automatically when operator releases hand-control.
- e. Direct transmission-mounted electronic-shift PTO and a Pump achieve 17 to 20 GPM @ 1600 RPM: power to system.
- f. Engine Throttle-Up: accelerate the speed of packing cycle. Chassis' Dealer installs & programs for AUX 1 and AUX 2. Two remote toggles are located adjacent to hopper to idle up.
- g. Filter assembly complete: filters oil at high volume "Full-Flow", 10 Micron, with by-pass and replaceable cartridge.
- h. Hydraulic reservoir (38-gallon capacity): to guarantee an appropriate flow to the pump and insure cool operation of the system.
- i. A sight-gauge and thermometer will be mounted on the side of the hydraulic oil reservoir.
- j. Relief valve: precision-built and factory-preset for maximum protection of complete hydraulic system.
- k. Hydraulic hoses, of wire-braid construction, designed to withstand four-times working system pressure.

CONTROLS

There will be dual controls for the dead-man packing and ejector mechanism one on each side of the body adjacent to the loading doors. Three controls at the drivers side rear (Packing, Body-Lift, and Tailgate Lift).

DOORS

There will be one (1) pair of Dutch doors on each side of the packer body, and also two (2) hopper doors on the roof, to facilitate the handling of extra large materials. Each of the six (6) doors will have the capability of being operated independently.

Each door will have a locking device in both the opened and in the closed position. All of the doors can be closed and locked during the complete packing cycle. Sliding doors are not acceptable, because of potential track-jamming and problems of alignment.

BACK-UP ALARM

A back-up alarm is installed that automatically sounds when the motor is running and the driver engages the reverse gear.

LIGHTING

Body lighting will comply with all existing applicable regulations.

PAINTING

Body will be thoroughly cleaned and will be in keeping with good, accepted industry practices. A high quality primer will be applied and followed by two finish coats of urethane enamel.

MOUNTING

Mounting to the chassis and body manufacturer's engineering specifications.

LOADING STEPS

Fold-down, skid-guard loading step on each side, below hopper doors. (No step provided on side that a cart lifter is mounted.)

RECOMMENDED CHASSIS

GVWR: 16,000 to 17,500

CAB-TO-AXLE: 108" Clear

Diesel engine, coupled with a transmission that will allow a direct-mounted PTO & Pump.

SILENCE OF SPECIFICATIONS

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Replacement Auto and Light Truck Parts, as requested by the Fleet Services Division. Award to Napa Auto Parts, using the State Contract, in an amount not to exceed \$216,000.00. This vendor is located in Atlanta, GA.

REQUISITION NO.: R211472

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Equipment Services Fuel Parts & Repair - Repair Parts (6308970-672700). The original budget amount is \$216,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the State Contract #4400013719 Vendor, Napa Auto Parts at the following cost plus sales tax.

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:

- **#a:** NAPA Auto Parts_Contract for Goods R211472 (PDF)



CONTRACT FOR GOODS

This Contract is being awarded using the South Carolina State Contract # 4400013719

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Napa Auto Parts, with legal address and principal place of business at 2999 Wildwood Parkway Atlanta GA, 30339 (hereinafter referred to as the “Contractor”), for the purchase of replacement auto and light truck parts.

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods fully described in Exhibit A, attached hereto. The Contractor shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods prior to the goods being delivered. If the Contractor fails to obtain prior written approval to deliver the goods, the City is under no obligation to compensate the Contractor for the goods received.

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia and valid until June 30, 2022.
4. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of Fleet Services.
5. **COMPENSATION** – (See Exhibit A)

City of Columbia and Napa Auto Parts

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Napa Auto Parts., shall not exceed Two Hundred Sixteen Thousand dollars and Zero Cents.
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance the of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SC State Contract #4400013719**

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

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

- 1. This Contract
- 2. SC State Contract Solicitation
- 3. SC State Contract # 4400013719
- 4. All applicable bonds, insurance and other applicable documents
- 5. Any modifications, including Change Orders, duly delivered after execution of Contract.

MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for delivery of all the goods required by this Agreement. The Contractor does not act as the City's agent or employee.

City of Columbia and Napa Auto Parts

- C. The Contractor will not assign or sublet its obligations to provide the goods required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, “A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official’s, public member’s, or public employee’s official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official’s, public member’s, or public employee’s official responsibilities.

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

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

City of Columbia and Napa Auto Parts

Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

NAPA AUTO PARTS

Jett Kuntz - Vice President NAPA IBS 
Print Signature Date: August 17, 2021

SIGN HERE

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/16/2021

List of Exhibits

Exhibit A – Quote

Light Duty Auto Parts NASPO ValuePoint Contract 900006747 Max Contract Period: 7/20/2016 - ~~7/19/2021~~ 10/19/2021 Page last update: 7/21/2021	Procurement Manager DeAna Reed-Sharpe 803-896-6389 drsharpe@mmo.sc.gov
This NASPO ValuePoint contract, issued by the State of Oklahoma, covers walk-in auto repair parts from the vendors listed below. NOTE: signage for affiliate location may display a different name than contract holder. Please see location links for names and addresses.	

Vendors

[IEH Auto Parts LLC](#)

[NAPA Auto Parts](#)

[O'Reilly Auto Parts](#)

IEH Auto Parts LLC (includes Auto Plus and Pep Boys locations)

Cyrano Parsard

901 N Lenola Rd, Moorestown NJ 08057-1042

Phone: 954-235-0813

Fax: 800-723-1377

Email: Cyrano_Parsard@pepboys.com

[Auto Plus and Pep Boys Locations](#)

[Pep Boys Participating Addendum](#)

Contract Number 4400013874

FEIN 47-3322066

NAPA Auto Parts

Don Lachance

2999 Wildwood Parkway, Atlanta GA 30339

Phone: 678-934-5057

Cell: 404-386-4157

Email: Don_Lachance@genpt.com

[NAPA Locations](#)

[NAPA Participating Addendum](#)

Contract Number: 4400013719

FEIN: 58-0254510

O'Reilly Auto Parts

Chris George
233 South Patterson, Springfield MO 65802
Phone: 417-829-5879
Fax: 800-925-0899
Email: cgeorge@oreillyauto.com
[O'Reilly Store Locator](#)
[O'Reilly Participating Addendum](#)

Contract Number: 4400013889
FEIN: 44-0618012

PARTICIPATING ADDENDUM
NASPO ValuePoint
IMMEDIATE NEED AFTERMARKET AUTOMOTIVE PARTS
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
 Genuine Parts Company dba NAPA
 Master Agreement No: 09000006747
 (hereinafter "Contractor")

And

The State of South Carolina
 (hereinafter "Participating State/Entity")
 Contract 4400013719

Page 1 of 10

1. Scope: This addendum covers the *Immediate Need Aftermarket Automotive Parts* led by the State of **Oklahoma** for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

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 **state/entity** 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.

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. The State Procurement Office is acting 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. 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:

Payment
 Governing Law and Venue

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Page 2 of 10

4. Definitions:

"Authorized Agent" All authority regarding the conduct of 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.

"Board" means the Board of the South Carolina State Fiscal Accountability Authority..

"Procurement Officer" means the person, or his successor, identified as such in this Participating Addendum.

"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).

"State" means the Using Governmental Unit(s) identified on the Cover Page.

"You and Your" means contractor.

"Using Governmental Unit" means all South Carolina Public Procurement Units [11-35-4610(5)] eligible to purchase under this contract.

6. Board as Procurement Agent: The Procurement Officer is an employee of the Board of the State Fiscal Accountability 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 Board is not a party to such contracts, unless and to the extent that the Board 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.

7. South Carolina Prompt Payment Statute: The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).

PARTICIPATING ADDENDUM
NASPO ValuePoint
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 Contract 4400013719

Page 3 of 10

8. SC Registered Distributor: 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.scbos.com>.

9. Iran Divestment Act - Certification:

(a) The Iran Divestment Act List is a list published by the Board 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 a 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 a participating addendum, you are added to the Iran Divestment Act List.

10. Iran Divestment Act – Ongoing Obligations:

(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]

11. Open Trade: 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]

12. Choice of Law: This PA is established as 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

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 Contract 4400013719

Page 4 of 10

the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

The contract, any dispute, claim, or controversy relating to the contract, 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.

Choice-of-Forum. All disputes, claims, or controversies relating to the contract 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. (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 contract; 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 in the contract 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.

13. No Indemnity or Defense: 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]

14. Payment&Interest:

(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, 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. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code

PARTICIPATING ADDENDUM
NASPO ValuePoint
IMMEDIATE NEED AFTERMARKET AUTOMOTIVE PARTS
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
 Genuine Parts Company dba NAPA
 Master Agreement No: 09000006747
 (hereinafter "Contractor")

And

The State of South Carolina
 (hereinafter "Participating State/Entity")
 Contract 4400013719

Page 5 of 10

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.

15. Code of Conduct: When Contractor employees are working on-site, the Contractor agrees to follow and enforce SC Code of Conduct Policy . If Contractor is working at facilities controlled by other State agencies, Contractor agrees to follow and enforce the Code of Conduct Policy of these other State agencies when Contractor is providing services at these facilities under provisions of this contract. The Contractor will assure that each on-site Contractor employee under Contractor's supervision receives a copy of such Code of Conduct. Upon request, SC Department of Technology agrees to provide Contractor with a copy of any applicable codes of conduct. If a Contractor or Subcontractor is working at any State agency which has a Code of Conduct applicable to this Contract, the Project Manager will provide the Contractor with a copy in advance of the Contractor's on-site contract services performance.

16. Publicity: 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]

17. CISG: The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

18. Statewide Term Contract – Contract Limitations: 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.

19. Statewide Term Contract - Acceptance Of Offers 10% Below Price: 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

PARTICIPATING ADDENDUM
NASPO ValuePoint
IMMEDIATE NEED AFTERMARKET AUTOMOTIVE PARTS
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
 Genuine Parts Company dba NAPA
 Master Agreement No: 09000006747
 (hereinafter "Contractor")

And

The State of South Carolina
 (hereinafter "Participating State/Entity")
 Contract 4400013719

Page 6 of 10

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. [7B227-modified]

20. Relationship Of Using Governmental Units: 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]

21. Item Substitution: No Substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written permission from the issuing procurement unit.

22. Administrative Fee: Procurement Services (PS) issues and maintains State term contracts for the benefit of all South Carolina state and local public entities. State term contracts allow all public entities to maximize their purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. In order to maintain and enhance the quality and quantity of its State term contracts, each participating public procurement unit will be assessed an administrative fee. Accordingly, a public procurement unit (as defined in S.C. Code Ann. § 11-35-4610(5)), by participating in this contract, owes (PS) an administrative services fee ("fee"). Participating public procurement units shall pay the fee to contractor as a part of the contract price. Contractor is responsible both for collecting the fee at the time of billing and for remitting the fee to PS. The fee to be collected by the contractor constitutes a debt by the contractor to PS. Contractor shall factor the fee into its contract pricing and shall not separately itemize or invoice for the fee.

For each reporting period, Contractor shall pay to PS a fee equal to three-quarters (0.75%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of catalog purchases made by any public procurement unit from Contractor pursuant to this contract.

(a) 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

PARTICIPATING ADDENDUM
NASPO ValuePoint
IMMEDIATE NEED AFTERMARKET AUTOMOTIVE PARTS
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
 Genuine Parts Company dba NAPA
 Master Agreement No: 09000006747
 (hereinafter "Contractor")

And

The State of South Carolina
 (hereinafter "Participating State/Entity")
 Contract 4400013719

Page 7 of 10

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)

(b) 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.

(c) PS or its authorized representatives shall be afforded access 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, consistent with paragraph 24 of the Master Agreement. PS agrees not to disclose any material discovered or produced during the audit that the contractor reasonably designates as proprietary or confidential. 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 (d)) and reimburse PS for all costs of the audit.

(d) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate. 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.

PARTICIPATING ADDENDUM
NASPO ValuePoint
IMMEDIATE NEED AFTERMARKET AUTOMOTIVE PARTS
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
 Genuine Parts Company dba NAPA
 Master Agreement No: 09000006747
 (hereinafter "Contractor")

And

The State of South Carolina
 (hereinafter "Participating State/Entity")
 Contract 4400013719

Page 8 of 10

(e) 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) order the contractor to not accept any further orders under the contract until the cause for such order has been eliminated;
- (2) terminate this contract;
- (3) order the contractor to not accept any further orders under any other statewide term contract;
- (4) terminate the contractor's award of any other statewide term contract.

(f) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.

Reports MUST reference the SC Participating number 4400012768 to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number.

23. Taxes: 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.

5. Lease Agreements: Leasing is prohibited under the terms of this Participating Addendum.

6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

PARTICIPATING ADDENDUM
NASPO ValuePoint
IMMEDIATE NEED AFTERMARKET AUTOMOTIVE PARTS
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
 Genuine Parts Company dba NAPA
 Master Agreement No: 09000006747
 (hereinafter "Contractor")

And

The State of South Carolina
 (hereinafter "Participating State/Entity")
 Contract 4400013719

Page 9 of 10

Contractor

Genuine Parts Co.	Don Lachance
Address	2999 Circle 75 Parkway, Atlanta, GA 30339
Telephone	(770) 818-4609
Fax	(770) 859-2920
E-mail	Don_lachance@genpt.com

Participating Entity

Name	Patricia Bode
Address	1201 Main St, Ste 600, Columbia SC 29201
Telephone	803-737-3224
Fax	803-737-0639
E-mail	pbode@mmo.sc.gov

7. **Subcontractors:** All [contractor] dealers and resellers authorized in the State of South Carolina, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. **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.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

PARTICIPATING ADDENDUM
NASPO ValuePoint
IMMEDIATE NEED AFTERMARKET AUTOMOTIVE PARTS
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
 Genuine Parts Company dba NAPA
 Master Agreement No: 09000006747
 (hereinafter "Contractor")

And

The State of South Carolina
 (hereinafter "Participating State/Entity")
 Contract 4400013719

Page 10 of 10

Participating State: South Carolina	Contractor: <i>Genuine Parts Company</i>
By : <i>[Signature]</i>	By: <i>[Signature]</i>
Name: Patricia Bode	Name: <i>DENNIS P. TOLIVAR</i>
Title: Procurement Manager	Title: <i>V. P. MAJOR ACCOUNTS</i>
Date: 8/5/2016	Date: <i>8-15-16</i>

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]**



PROCUREMENT SERVICES

Contract 4400013719

[Back to Initial Screen](#)

Validity Start 08/19/2016

Validity End 10/19/2021

Target Value \$ 250,000.00

Bid Invitation

Contract Notes

Vendor 7000018520

Vendor Address NAPA AUTO PARTS
2999 CIRCLE 75 PARKWAY
ATLANTA GA 30339

District

Telephone (770) 818-4609

Minority Status Not Applicable

Home Page <http://genuineparts.com>

E-mail don_lachance@genpt.com

Fax Number (770) 859-2920

Other URL

Vendor Contacts

One Contact found.

Contact Name	Function	Phone	E-mail
LACHANCE, DON	Primary Contact	(770) 818-4609	don_lachance@genpt.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Change Order 1.pdf	07/26/2021 11:42:30 AM

Contract Items

One Item found.

Item Pricing

00001 Auto Repair Parts

Material Group: 92804 - accessories (not otherwise classified)
maintenance and repair

Agency: Statewide

[Back to Initial Screen](#)



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Sewer Equipment for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Jet-Vac Equipment, using the Sourcewell Cooperative Contract, in the amount of \$436,172.00. This vendor is located in Sumter, SC.

REQUISITION NO.: R211500

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance (5516205-658500). The original budget amount is \$450,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the Sourcewell Contract# 122017-SCA Vendor, at the following cost.

Sewer Equipment	
Base Price	\$433,312.00
Shipping and Handling	\$ 2,360.00
SC VehicleTax	\$ 500.00
PO Total	\$436,172.00

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

ATTACHMENTS:

- **#a:** Jet Vac Contract for Goods (PDF)



CONTRACT FOR GOODS

This Contract is being awarded using the Sourcewell Cooperative Contract #122017-SCA

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Jet Vac Equipment Company with legal address and principal place of business at P.O. Box 6680 Sumter, SC 29154 (hereinafter referred to as the “Contractor”), for the purchase of sewer equipment.

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods fully described in Exhibit A, attached hereto. The Contractor shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods prior to the goods being delivered. If the Contractor fails to obtain prior written approval to deliver the goods, the City is under no obligation to compensate the Contractor for the goods received.

3. **TERM OF CONTRACT** – Full Net Invoice / Delivery
4. **SCHEDULE FOR DELIVERY OF GOODS** – Due upon receipt.
5. **COMPENSATION** – (See Exhibit A)

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Jet Vac Equipment Company, shall not exceed Four Hundred Thirty-Six Thousand, One Hundred Seventy-Two Dollars and zero cents, (436,172.00).

City of Columbia and Jet Vac Equipment Company

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

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

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL COOPERATIVE CONTRACT# 122017-SCA.

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

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

1. This Contract
2. Cooperative Agreement
3. Sourcewell Cooperative Contract # 122017-SCA
4. Cost Proposal
5. All applicable bonds, insurance and other applicable documents
6. Any modifications, including Change Orders, duly delivered after execution of Contract.

MISCELLANEOUS

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

City of Columbia and Jet Vac Equipment Company

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of

City of Columbia and Jet Vac Equipment Company

Laws, 1976, as amended). Under this Act, “A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official’s, public member’s, or public employee’s official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official’s, public member’s, or public employee’s official responsibilities.

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

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

City of Columbia and Jet Vac Equipment Company

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

JET VAC EQUIPMENT COMPANY

Justin Kohl

Print

[Signature]
Signature

Date: 7-29-21

SIGN HERE

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC
7/29/2021

City of Columbia and Jet Vac Equipment Company

List of Exhibits

Exhibit A – Quote

ORDINANCE NO.: 2011-103

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204, Competitive sealed bidding required; exceptions

BE IT ORDAINED by the Mayor and Council this 17th day of January, 2012, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204 Competitive sealed bidding required; exceptions, is amended to read as follows:

Sec. 2-204. Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations:

- (1) Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, legal services, physician).
- (2) Competitive sealed proposals.
- (3) Negotiations after unsuccessful competitive sealed bidding.
- (4) Small purchases.
- (5) Sole source procurements.
- (6) Emergency procurements.
- (7) Procurement of information technology.
- (8) Leasing of real property for governmental use.
- (9) When purchasing through state contracts.
- (10) When purchasing through cooperative purchasing.

Requested by:

Purchasing _____

MAYOR

Approved by: _____

City Manager

Approved as to form: _____

City Attorney

ATTEST:

City Clerk

Introduced: 1/10/2012

Final Reading: 1/17/2012

Last revised: 12/15/2011
11122024

PUBLIC SOLICITATION PROCESS							
Cooperative	Has your cooperative established parameters or requisites for determining what specific products or services should be solicited through the cooperative? If yes, please describe.	Who makes the final determination on what products or services will be solicited?	Who develops the solicitation documents?	What steps does the cooperative take to ensure transparency in the solicitation process?	How does the cooperative ensure compliance with federal, state and local statutes/laws/ordinances related to public procurement?	Does the cooperative mandate the inclusion of specific terms and conditions in the solicitation documents?	How and where are solicitations advertised or publicly posted?
The National Joint Powers Alliance® (NJPA)	Our board of directors directs us to bring solicitations for goods and services used and usable by our nationwide membership. We communicate through a variety of avenues with our membership and receive requests for specific product categories to be bid and contracted. We conduct research and anticipate and determine common needs of our national membership. Generally we invite bids for entire product categories with the intention of soliciting responses offering a full array of goods and services within that product category. Our intent in taking this approach is to deliver the greatest amount of utility to the greatest portion of our nationwide government, education, and non-profit membership base.	All of our solicitations are authorized by our board of directors based on the requests by our members and recommendations of the Management Team.	Our Bids and Contracts Department develops all solicitation documentation with input from our membership and under the guidance of the NJPA Director of Business Development.	As a government entity, all of our books and records are subject to public review. We advertise our solicitations in both print and internet mediums. We facilitate pre-bid meetings and public bid openings and document our bid evaluation and review actions. Finally, contract awards are made independently by the NJPA publicly elected Board of Directors.	Our procurement and solicitation process and documentation is reviewed and enhanced with each bid document development. Our intent is to pursue the ongoing research of, and compliance with, all procurement laws from our members. We seek input from our members in an effort to better serve their specific procurement needs and requirements. We follow the Uniform Municipal Contracting laws as set forth in the state of Minnesota and certify we are in compliance with the procurement laws applicable to the NJPA as a municipal agency of the state of Minnesota.	Yes and no. The terms and conditions, which are mainly contained in the Invitation For Bid (IFB), are subject to "Exceptions" identified in a particular Bidder's response. In the event that an exception is identified to a "Mandated" term or condition, that bid will be rejected unless the exception is removed.	Solicitations are advertised in print form in the Star-Tribune, posted to the NJPA website and also posted to the noticebidders.com website. NJPA solicitations are also posted on a variety of third party posting and bidding sites such as Bidsync and Onvia.

①

(NJPA)

2

PUBLIC SOLICITATION PROCESS Continued				
Cooperative	Are bids issued via formal sealed bids (ITB), through formal proposals (RFPs), or through negotiations?	Are bids evaluated by a team?	If yes, who selects the evaluation team?	Who administers contracts once executed?
	NJPA contract "Awards" are issued pursuant to sealed bids received in response to an Invitation for Bid (IFB). NJPA contracts are not "negotiated" contracts.	Yes	Bids are evaluated by a team. The composition of the team depends upon the subject matter of the bid. Always involved is the Coordinator of Bids and Contracts and the Director of Business Development. Additional NJPA staff members are added for their knowledge in the subject area. Additional members from the procurement community are invited to participate to bring an outside perspective as often as possible. NJPA has invited and hosted external evaluators with credentials such as CPPB and CPPO and intends to continue this practice.	The Coordinator of Bids and Contracts is responsible for maintaining the documentation of the contract relationship. The NJPA Director of Business Development will meet with the awarded vendors to establish an operating agreement and outline and define specific marketing requirements, sales training, and marketing and business plan for the contract. NJPA Contract Managers are employed and assigned to manage each contract and Vendor relations, facilitate Member-Vendor relations and to coordinate marketing efforts.

(NJPA)

FUNDING			
Cooperative Name:	Are fees paid by public agencies that purchase off coop bids? If yes, define.	Are fees paid by suppliers to participate in the bid process? If yes, define.	Are fees paid by suppliers who earn contracts? If yes, define.
The National Joint Powers Alliance® (NJPA)	No	No	Yes, "Administrative Fees" are charged to Awarded Vendors based on a percentage of the "Contract Sales." Bidder's are instructed in the IFB to allow for an administrative fee in their bid response. The amount of the "Administration Fee" is negotiated with the Vendor and is based on the physical and financial involvement NJPA will have in the day-to-day operations of the contract. The purpose of the "Administration Fee" is to cover NJPA's costs. "Administrative Fees" are generally 2% or less.
			"Excess Fees" have not yet been distributed by NJPA. Although NJPA has been successful in setting "Administrative Fees" at a level which covers our costs, we have not to this point been in a position to return "Excess Fees" earned. As a government entity our options for such a distribution are limited and those limitations will guide us at that point. NJPA is now developing a member dividend program where dividends to be distributed will be based on purchase volumes made by individual NJPA Members.

3

(NJPA)

The National Joint Powers Alliance® (NJPA)	Vendors make a number of commitments to NJPA and NJPA Members in their "Bidder's Response" including acceptance of the Terms and Conditions identified in the IFB and their specific exceptions to those Terms and Conditions. Those exceptions to the Terms and Conditions and the finalized "Administrative Fee" to be paid to NJPA are the only "Negotiable" items. The NJPA Director of Business Development together with the rest of the bid evaluation committee is responsible for the "Negotiations", however the final ratification of negotiated items and the contract award is reserved for the NJPA Board of Directors. These commitments also include providing specific goods and services to NJPA and NJPA Members at specific costs including payment and delivery terms as identified in the IFB and the Bidder's Response. NJPA does not require specific minimum sales volumes from our awarded Vendors. We feel contract success is achieved through a coordinated and combined effort between NJPA, our Vendors, and through the success stories told by NJPA Members.	Contract Managers manage day-to-day issues. The Coordinator of Bids and Contracts manages contractual performance and carries out directives from the NJPA Board of Directors. NJPA Management manages these employees in the execution of their tasks. And, finally the board of directors ultimately manages the performance with the award/non-award, and potential termination decisions.	Vendor training is optional but strongly advised based on the vendors marketing plan and the value of the NJPA sales training guide. The Vendor is encouraged to have every individual in the Vendor's management and sales staffs participate. NJPA Administration and Contract Managers develop and deliver the training materials at NJPA's expense. NJPA has traveled extensively in the past delivering these trainings at various vendor locations. Currently trainings are being optionally delivered over the internet through our in-house webcast studio when possible. NJPA has a full time national sales training manager that coordinates and insures that training invitations are extended and facilitated. Initial and refresher training is available and encouraged on an ongoing basis. Training is not conditional in order to sell goods or services offered through an awarded contract. Regardless of training delivered, Vendors are responsible for the delivery of goods and services according to the terms and conditions of the contract as awarded. The value of training Vendor's is to empower the Vendor to confidently offer the contract vehicle for use by current and prospective NJPA Members. This confidence is a result of training the Vendors how to use their available resources including the NJPA website and key NJPA personnel NOT than recitation of applicable laws.
	NJPA is responsible for enforcement of the awarded procurement contract. NJPA is committed to delivering value to its Membership through first being a liaison between Members and Suppliers by facilitating the exchange of value with the Vendor. In the event a Vendor ultimately fails to materially deliver the commitments made, NJPA can terminate that contract according to its terms and conditions.		

(NJPA)

5

SUPPLIER MANAGEMENT		Describe supplier training (either initial and/or on-going) based on the following parameters:					
Cooperative Name:	Are suppliers required to make specific commitments to the cooperative as a condition of award? If yes: (1) Define these commitments (2) Describe what individual, entity or organization is responsible for enforcement (3) Define whether these commitments are negotiable and, if yes, identify the parties that are empowered to negotiate these commitments (4) Describe the actions and steps taken if the supplier fails to meet its commitments.	What entity and/or individual is responsible for managing supplier performance?	Who develops and delivers the training?	Who financially supports the cost of training?	Who attends training (by category of employee)	What is the frequency of training?	Is training mandatory for conditional in order to sell goods or services offered through the cooperative?

(NSPA)

②

PARTICIPATION		Are public entities required to sign a formal participation agreement? IF YES:		Are public entities required to sign a formal participation agreement? IF NO:	
Cooperative:	Is participation by either a public entity and/or a supplier restricted in any way?	Does the entity pay a fee to participate? If yes, define.	Does the agreement bind the entity to purchase some or all of its requirements via cooperative bids?	Does the entity pay a fee to participate? If yes, define.	Is the public entity allowed to add terms and conditions to the contract?
The National Joint Powers Alliance® (NJPA)	Membership in NJPA is restricted to any form of government, any form of education, and any non-profit agency. Awarded Vendors are restricted to those Bidders who demonstrate, in the opinion of NJPA's Board of Directors, the ability to provide the greatest utility to the greatest portion of our potential membership in the most cost effective manner.	"Membership" in NJPA is free of charge to any eligible entity. Membership can be documented in a number of ways including an on-line application, a printable version, and any document an eligible entity proposes in good faith (subject, of course, to our review). Typically our Members are authorized to utilize NJPA contracts through the use of "Joint Powers" laws enacted in their home state. These "Joint Powers" laws will typically define the appropriate "Membership" form. NJPA's newer IFB's specifically identify a "Member's" ability to add additional terms and conditions to NJPA's contracts by doing so in their purchase order (a short form contract) which identifies on its face "This purchase order is issued pursuant to NJPA contract #XXXXXX". This ability exists regardless of the statement in the IFB and is therefore available for all NJPA (and other) cooperative procurement contracts.	n/a	n/a	n/a

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

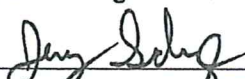
NJPA Contract #: 122017-SCA

Proposer's full legal name: Sewer Equipment Company of America

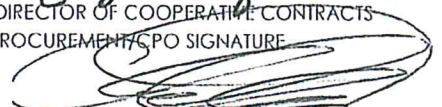
Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


 NJPA DIRECTOR OF COOPERATIVE CONTRACTS
 AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
 (NAME PRINTED OR TYPED)


 NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
 (NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-SCA

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Sewer Equipment Co. of America

Authorized Signatory's Title Inside Sales Manager


 VENDOR AUTHORIZED SIGNATURE

Shawn Berdele
 (NAME PRINTED OR TYPED)

Executed on 2/20, 2018

NJPA Contract # 122017-SCA



5746 Broad Street
Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
7/8/2021	Q2021-2157

Name / Address
City of Columbia Attn: Accounting Dept. PO Box 147 Columbia, SC 29217

PLEASE VERIFY SHIP TO ADDRESS	
Attn: Jason L. Manchee Columbia Water Wastewater Management Division Columbia, SC 29217	
Phone 803-545-3913 Jody ...	Fax 803-988-8076

With over 404 years of combined experience, we have accumulated field knowledge beyond the books. We know what works, and what doesn't. Not only can we train you on the proper techniques, but also pass along valuable tips to help you. We offer:

- * Training and Demonstrations held at our location or yours.
- * World-class service and repair from our trained technicians.
- * Tried and True Products that stand the test of time.

- * On-site service and repair is available.
- * Extensive inventory to fill your needs faster.
- * Classes and seminars held throughout the year.

Terms	Due on receipt - EQUIP...	Rep	JMS	FOB Shipping Point	Delivered

Description	Qty	Amount	Total
Sourcewell Contract #122017-SCA Sewer Equipment Co. of America 900-ECO 12 Yard Combination Sewer Cleaner to Include: 4400 CFM Blower 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Variable Volume Delivery Analog Vacuum Display (6) Tube / Tube Rack Telescoping Boom System Telescoping Reach 17' 2" to 27' 2" Hydraulic Powered Boom 180° Working Radius Boom Joystick Control 12 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle (LIFT CYLINDER) Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door 1300 Gallon Capacity Black Duraprolene™ Water Tank Construction w/10 Year Warranty	1	333,039.00	333,039.00T

Subtotal

Total

**This Estimate may not include applicable freight
charges unless specified**

FINANCING AVAILABLE



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Terms	Due on receipt - EQUIP...	Rep	JMS	FOB Shipping Point	Delivered

Description	Qty	Amount	Total
SINGLE PISTON 80 GPM @ 2500 PSI WATER PUMP (includes drain valves) ACCUMULATOR FOR SINGLE PISTON PUMP Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches 1) Alum Toolbox 24"x42"x100" - Behind Cab 2) Alum Toolbox 18"x18"x30" - Passenger 2) Alum Toolbox 18"x18"x24" - Rear 1) Alum Long Handle Storage LED D.O.T. Approved Lighting Tow Hooks Front Mounted Telescoping & Rotating 800' x1" Hose Capacity 10' Leader Hose Single Side Controls 3) 8" x 6' Extension Tube 1) 8" X 4' Extension Tube 1) 8" x 6' Crowned Suction Nozzle			

Subtotal**Total**

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Terms	Due on receipt - EQUIP...	Rep	JMS	FOB Shipping Point	Delivered

Description	Qty	Amount	Total
1) 6" x 10' Flat Discharge Hose 6) Quick Clamps BB Hose Guide Tri-Star (chisel point) nozzle DD (high flow) nozzle Finned Nozzle extension Nozzle Rack Mtd midship toolbox 25' Fill Hose Upstream Pulley Guide Washdown gun w/ 50' ext. hose Cleaner, Tip, Torch, Small 1) Hydrant Wrench 1) Paper Owner's Manual AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION FOOTAGE METER mtd on jet hose reel 600' x 1" x I.D. x 2500 P.S.I. SEWER HOSE WATER TANK LOW LEVEL AUDIBLE ALARM FILL HOSE STORAGE RACK STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose) 2" Y-STRAINER ON INLET FILL SYSTEM CENTRAL WASHDOWN SYSTEM BUMPER MOUNTED ALUMINUM TOOL BOX 1) 10"x12"x22" (mounted driver side front bumper)			

Subtotal**Total**

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Description	Qty	Amount	Total
LONG HANDLED TOOL STORAGE 2) 4" TUBES & CABINET DEBRIS LIQUID LEVEL AUDIBLE ALARM Manual/Electric Boom Control Valve (Control valves have built-in levers for manual boom control) (Located at midship control panel) Dual Variable Vacuum Control Valve (Located at both Hose Reel & Midship Stations) DEBRIS BODY VIBRATOR SYSTEM (12v electric with switch near dump control area) DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box) ADDITIONAL 6" KNIFE VALVE ON REAR DOOR COMPLETE WITH INLET STRAINER DECANT SCREEN ON REAR DOOR PORT WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief on/off, boom up/down, boom left/right, boom extend/retract and module kill switch) WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck is taken out of neutral with remote is not in docking station) ENHANCED VISIBILITY CAMERA SYSTEM (includes front & rear mtd camera heads with split screen monitor in cab) STROBE LIGHT PACKAGE TO INCLUDE: 2 FRONT BUMPER, 2 REAR BUMPER, 2 - ONE ON EACH SIDE OF UNIT LED ARROW STICK LED MANHOLE AREA WORK LIGHT LED CURBSIDE BODY MOUNTED WORK LIGHT			

Subtotal**Total**

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE



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Terms	Due on receipt - EQUIP...	Rep	JMS	FOB Shipping Point	Delivered

Description	Qty	Amount	Total
LED BOOM MOUNTED WORK LIGHTS (2) w/ limb guard			
LED REAR MOUNTED WORK LIGHTS (2): ABOVE REAR DOOR			
AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air system)			
6) 28" D.O.T. SAFETY CONES & HOLDER			
CENTRAL LUBRICATION SYSTEM			
MANHOLE PROTECTION RING			
Sourcewell 3% Discount		-9,991.17	-9,991.17
Western Star 4700 Detroit Diesel 450HP Tandem Axle	1	126,500.00	126,500.00T
Shipping & Handling	1	2,360.00	2,360.00
Jet Vac Additional Discount		-16,235.83	-16,235.83
		0.00	0.00T
Beginning July 1, 2017, vehicles, trailers, semi-trailers and other items required to be registered with the SC DMV are exempt from the Max Tax Sales Tax and subject to the new Infrastructure Maintenance Fee instead. This fee is 5% of the gross sales price or \$500, whichever is less. This fee has NOT been collected for this sale, as it must be paid to SC DMV when the vehicle is registered.			
Sales Tax		0.00%	0.00
Subtotal			\$435,672.00
Total			\$435,672.00

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS7578; New 8" Sewer Extension at 519 Winmet Drive, as requested by Columbia Water. Award to Smoak Construction, LLC in an amount not to exceed \$74,466.00 which includes contingency. This firm is located in Little Mountain, SC.

REQUISITION NO.: R209984

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water & Sewer Improvements (5529999-SS757801-658650). The original budget amount is \$74,466.00.

BUSINESS PROGRAM: Protege Led Project

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Protégé Led project. Smoak Construction, LLC, a Minority Business Enterprise (W) located in Lexington, SC, is the protégé and will provide equipment and personnel services at 85.00% (\$52,695.53) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

Fortiline Waterline LLC, located in Columbia, SC, will provide fittings, manhole and sewer pipe at 15.00% (\$9,359.47) of the total contract amount.

There were three (3) responsive and responsible bids received for this project under BID038-20-21-LAG.

The total construction time allocated for this project is forty-five (45) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$62,055.00
Contingency (20%)	\$12,411.00

Total	\$74,466.00

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#b:** Compliance Approval (PDF)
- **#d:** MPP Implementation Plan (PDF)
- **#e:** Smoak Contr. BIR Form (PDF)
- **#f:** Bid Tabulation (PDF)

CONTRACT

City of Columbia, South Carolina

SS7578 (MPP Protégé Led)

New 8" Sewer Main Extension at 519 Winmet Drive

BID038-20-21-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Smoak Construction, LLC**, with legal address and principal place of business at **989 Holy Trinity Church Rd, Little Mountain, SC 29075**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **forty-five (45)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Sixty-Two Thousand Fifty-Five Dollars and Zero Cents (\$62,055.00)**. This contract also provides for an additional contingency in the amount of **Twelve Thousand Four Hundred Eleven Dollars and Zero Cents (\$12,411.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

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

9.2.7 Special Provisions.

9.2.8 Permits.

9.2.9 Location Map

9.2.10 Easement

9.2.11 Drawings, numbered 1 through 5, inclusive and dated 1/13/2021.

9.2.12 Addendum number 1 inclusive.

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

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor
_____BY

(CORPORATE SEAL)

Attest
_____Address for giving notices:

Date: _____

Owner
City of Columbia, SCBY

Teresa Wilson, City Manager

Attest

Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator

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

DATE: June 24, 2021

SUBJECT: PROJECT: BID038-20-21-LAG – New 8” Sewer Main Extension at 519 Winmet Drive (SS7578) MPP Protégé Led

Bids for this project were opened publicly at 10:00 a.m., June 24, 2021 by COC Procurement & Contracts via TeleCom Services.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP) Protégé Led. The apparent responsive low bidder is **Smoak Construction, LLC. of Little Mountain SC at \$62,055.00.**

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

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

Thank You.

Review Approved: Juliet M. Nelly
Juliet Nelly, Compliance Administrator

DATE: 6/24/2021



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM Implementation Plan - Protégé Project

Project Type: Protégé Only or Protégé Led (Circle One)

Date: 6/24/2021 Protégé Amount: \$62,055⁰⁰
Project Name: 811 Sewer main Extension at 519 Winnet Drive Protégé % of Total Contract: 100%
Project #: 557578 Mentor Amount (If Applicable): 0
Protégé (Prime): Smoak Construction LLC Mentor % of Total Contract (If Applicable): 0
Mentor: CH Smith Construction, Inc. Duration of the Project: 30 days
Total Project Contract Amount: \$62,055⁰⁰

Statement of Commitment: For Protégé-Led Projects, the Mentor-Protégé Team will work together with the Protégé receiving a minimum of 51% of the contract. The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

The full scope of services needs to be provided to the mentor and a meeting/discussion between the protégé/mentor needs to be held (if applicable/if mentor is participating on the project). The protégé and mentor must mutually agree upon the services and fee (if any).

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

1. What skills has the Protégé learned from their Mentor that will be utilized on this project?

Continued importance of having a budget when putting a bid together. Important to have a successful job project and meet the deadlines.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

Learning to meet goals, budgets and deadlines so we can continue to grow our company while doing a good job for the City of Columbia.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

3. Please include any subcontractors that will be utilized.

None

4. What is the anticipated duration (in months) of each major phase of the project?

1 month

5. What service will the Mentor be providing on this project? (if applicable)

Advice on our budget projections

6. List bonding capacity and insurance coverage, etc. (if applicable)

\$500,000 Bonding Capacity.
We have 2 million in Insurance liability

7. Do you currently have your WL or WP License (if applicable)?

We have a General Contractor water and sewer
License. # C113895

8. Other Comments.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

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

EXECUTED by Smack Construction (Protégé Firm) this 24th day of June 2021.
Corporate SEAL

By: Cory Smeck
Title: Owner
Firm Name: Smack Construction

ATTEST:
By: Ron Smock
Title: Owner

If Applicable:
EXECUTED by G.H. Smith Const. Inc. (Mentor Firm) this 24th day of June 2021.
Corporate SEAL

By: G.H. Smith
Title: President
Firm Name: G.H. Smith Construction, Inc.

ATTEST:
By: Daren S. McLane
Title: Assist. Sec.

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 24 day of June 2021.

By: Juliet M. Nelly

Title: Compliance Program Administrator

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	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)
Fortiline, LLC Waterworks 120 N. Shorecrest Rd Columbia SC 29209	Duns# 827458506 SAM ID E32A443TRES4	Fittings Manhole sewer pipe	\$9,359.47	15 %		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 9,359.47

TOTAL CONTRACT AMOUNT: \$ 62,055.00

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

Business Name: Smook Construction, LLC

Representative Name/Title: Carol Smook CAROL SMOOK-owner

Date: 6/24/2021

Bid Request Number	BID038-20-21-LAG Addendum 1	Organization	City of Columbia, SC
Title	New 8" Sewer Main Extension at 519 Winmet Drive (SS7578) MPP Protégé Led	Bid Creator	Latisha A. Grice
Description	All City of Columbia Procurement Contracts Construction Projects will now be held by Telecommur	Email	latisha.grice@columbiasc.gov
Bid Type	IFBs	Phone	
Open Date	6/1/2021 11:11:17 AM (ET)	Fax	
Close Date	6/24/2021 10:00:00 AM (ET)		

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
Smoak Construction	Little Mountain	SC	6/23/2021 10:02:15 PM (ET)	1	\$62,055.00
LG Utility Contractors	Lugoff	SC	6/24/2021 07:30:46 AM (ET)	1	\$66,990.00
RCG Construction, LLC	Lexington	SC	6/24/2021 09:18:28 AM (ET)	1	\$73,563.00



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Purate (Sodium Chlorate/Hydrogen Peroxide) for the Lake Murray Water Plant, as requested by Columbia Water. Award to Water Solutions, as a Sole Source in an amount not to exceed \$200,000.00. This vendor is located in West Haven, CT.

REQUISITION NO.: R211849

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Lake Murray Water Plant - Chemicals (5516207-624800). The original budget amount is \$200,000.00.

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:

- **#a:** Water Solutions SSA_R211849 (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 Water Solutions (hereinafter referred to as the "Seller"), for Seller to provide certain services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. **Scope and Schedule of Purchase.** The Seller will provide the goods described in Exhibit B, attached hereto. The description of goods shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. **Term and Option to Renew Term and Option to Renew.** The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; proof of insurance required under section 7 below; and approval of the City Council, if applicable. This agreement is valid through June 30, 2022. An option to renew or continue purchasing goods for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. **Additional Terms and Conditions.** The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.gov/procurement-contracts/rules-regulations>, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

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

5. **Compensation.** The compensation paid by the City to Seller under this AGREEMENT shall not exceed Two Hundred Thousand dollars and 00/100, (\$200,000.00) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods. Each invoice submitted must describe the items and show payment calculations. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

6. **Insurance.** If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes

checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

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

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

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

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

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

9. **Warranties.** Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods set forth in this AGREEMENT.

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

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

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

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

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

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/9/2021

By: _____

Title: City Manager

Date: _____

Water Solutions

By: Karen M. Janschke

Witness

WITNESS

By: [Signature]

Title: PRESIDENT

Date: 8/11/21

SIGN HERE

Exhibit A

Requisition # R211849JUSTIFICATION 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 Lake Murray Water Plant Division,
(1)
Purate (Sodium Chorate/Hydrogen Peroxide), required for production of chlorine dioxide.
(2)

as a sole source procurement from Water Solutions (div of Azure Water Services)
(3)

based upon the following justifications Our chlorine dioxide generators require that we only purchase Purate from Water
(4)
Solutions for the production of chlorine dioxide (which is an oxidant used in water treatment to kill pathogens in source water as it enters
the plant), which is critical step in the pre-treatment process. The software used in the generators to control the chemical reactions between
sulfuric acid & purate, is proprietary. We would have to change out the PLC and generating control software in each generator, which would be far too
expensive. Without Purate, we cannot generate the chlorine dioxide we need for this system.

This sole source is valid through June 30, 2022Amount \$ 200,000.Utilities

Department

Signature of Department Head

07/26/2021

Date

Signature of Purchasing Agent

7/28/2021

Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

7/30/2021

Date

Signature of City Manager

Date

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

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

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



1601 W. DIEHL ROAD
NAPERVILLE, IL 60563-1198

Mr. Bill Nearpass
WATER SOLUTIONS

November 12, 2020

Ref: Distributor Territorial Exclusivity

Dear Bill,

I extend my thanks to you and the Water Solutions team for the hard efforts put forth in 2020 promoting and servicing our Purate customers in the SE US region. It has been a difficult year for everyone as we work hard to stay safe through COVID-19 pandemic while still supporting our important municipal customers.

Water Solutions has been a strong, long-term distributor partner promoting the Purate technology to municipal drinking water accounts for 20+ years. Nalco was pleased to extend the Distributor and License Agreement between Nalco Water and Water Solutions, and give Water Solutions territorial exclusivity for a sixteen (16) state region in the U.S., including Georgia, South Carolina, North Carolina, Virginia, and eastern TN to promote and sell PurateDW™, SVP-Pure™ Purate Chlorine Dioxide generators, and related spare parts for the municipal drinking water market. Nalco is very pleased with the growth, service support, and the professional customer support Water Solutions continues to exemplify in your exclusive territory.

Please let me know what I can do to further assist your efforts. I look forward to another long, strong tenure with Water Solutions being a valuable service partner to Purate™ and related equipment.

Kind regards,

Andy Deutscher

INDUSTRY TECHNICAL CONSULTANT, WPS & DISTRIBUTOR MANAGER - PURATE TECHNOLOGIES

NALCO Water | An Ecolab Company 4900 Ivey Road, BLDG 1000 Suite 1020, Acworth, GA 30101

M 470 233 3960 **F** 770 321 5847 **E** andy.deutscher@ecolab.com

NALCO Water
An Ecolab Company



July 7, 2021

Lake Murray WTP
102 Rocky Point Drive
Columbia, SC 29212

Attn: Trey Varn – Superintendent

Re: Lake Murray WTP Purate Chemical Pricing Through June 30, 2022

Trey,

Water Solutions, the Nalco Company exclusive supplier for Purate chemical in your South Carolina region, is pleased to provide this proposal you requested for the supply of Purate through June 30, 2022.

1. The price for bulk supply of Purate chemical purchased in full, 3800 gallon truckload quantity (approximately 44000 lbs.) is \$0.78/lb., delivered to the Lake Murray Water Treatment Plant. As indicated above this price will apply to purchase orders placed beginning today, July 7, 2021, and will remain firm for acceptance of orders placed through June 30, 2022. Terms of Payment are Net 30 Days. Deliveries are scheduled to arrive approximately two (2) weeks after receipt of order.
2. The Purate supply exclusivity for Water Solutions distributorship presented last December's quotation remains in effect for the timeline presented in this proposal.

Trey, I have received a formal quotation with the new pricing shown, from Water Solutions' HQ, copy attached, which spells out the terms of a typical Purate order we receive from your Plant. As always, if you have any questions on this price adjustment that extends through the end of June next year, please do not hesitate to contact me.

Sincerely,

Bill Nearpass
Technical Consultant
Water Solutions Div. of Azure Water Services
Ph: 404-915-3529 (mobile)
Email: billnearpass@gmail.com



Exhibit B

Quote

A Division of Azure Water Services, LLC

 280 Callegari Drive
 West Haven, CT 06516

Date	Order #
7/7/2021	19774

Name / Address
City of Columbia Accounting P. O. Box 147 Columbia, SC 29217

Ship To
WM 4230 Lake Murray WTP 102 Rocky Point Road Columbia, SC 29212 contact: Sam Hess 803-781-2181

P.O. No.	Rep	FOB
quote	PB,BN	

Qty	Description	U/M	Unit Price	Total
44,000	Purate ClO2 precursor shipped in bulk truckload quantity (approx. 44,000 lbs/truckload). Pricing is per pound, FOB Delivered.		0.78	34,320.00
Special Instructions:			Subtotal	\$34,320.00
			Sales Tax (7.0%)	\$0.00
			Total	\$34,320.00



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SD8467; Falling Springs Improvements, as requested by Columbia Water. Award to RCG Construction, LLC in an amount not to exceed \$331,648.50 which includes contingency. This firm is located in Lexington, SC.

REQUISITION NO.: R209610

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water & Sewer Improvements (5549999-SD846701-658650). The original budget amount is \$419,008.00.

BUSINESS PROGRAM: Protege Only Project

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Protégé Only project. RCG Construction, LLC, a Minority Business Enterprise (W), is the protégé and will provide storm drain installation at 69.90% (\$201,592.00) of the total contract amount.

The following subcontractors will provide additional services:

Palmetto Corp. of Lugoff, SC will provide paving services at 4.90% (\$14,000.00) of the total contract amount.

L.A. Barrier & Sons, Inc., a Minority Business Enterprise (W) of Lexington, SC, will provide hauling at 25.20% (\$72,798.00) of the total contract amount.

There were three (3) responsive and responsible bids received for this project under Bid036-20-21-LB. The total construction time allocated for this project is one hundred twenty (120) consecutive calendar days from the commencement date as specified in the Notice to Proceed (NTP).

Base Bid	\$288,390.00
Contingency (15%)	\$ 43,258.50
Total	\$331,648.50

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#b:** Official Bid Tabulation (PDF)
- **#d:** RCG Construction BIR Form (PDF)
- **#e:** Revised MPP Implementation Plan Falling Springs 6.24.2021 (PDF)
- **#f:** Compliance Memo (PDF)

CONTRACT

City of Columbia, South Carolina

SD8467

Falling Springs Road Cave-In Improvements

MPP Protégé Only

Bid036-20-21-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and RCG Construction, LLC with legal address and principal place of business at 140 Freida Road, Lexington, S.C. 29073, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be one hundred and twenty (120) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) for the completion of all construction on this project. There will be an additional one hundred eighty (180) consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Two Hundred Eighty-Eight Thousand Three Hundred Ninety Dollars and Zero Cents (\$288,390.00). This Contract also provides for an additional contingency in the amount of Forty-Three Thousand Two Hundred Fifty-Eight Dollars and Fifty Cents (\$43,258.50) to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Three Hundred Fifty Dollars and Zero Cents (\$350.00)** per day for each calendar day of delay until the Work is complete.

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations, the Mentor Protégé Program (MPP) Policy and the MPP Implementation Plan.

9.2.7 Special Provisions.

9.2.8 Site Map.

9.2.9 Mentor Protégé Program (MPP) Guidelines.

9.2.10 Mentor Protégé Program (MPP) Protégé Only Implementation Plan.

9.2.11 Drawings, numbered 1 through 5, inclusive and dated 12/15/2020.

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

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	BID036-20-21-LB Addendum 1	Organization	City of Columbia, SC
Event Title	Falling Springs Cave-In Improvements (SD84)	Workgroup	Purchasing
Event Description	Pre-Bid meeting will be held on June 1, 2021	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	5/18/2021 11:40:25 AM (ET)	Phone	
Close Date	6/9/2021 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
RCG Construction, LLC	Lexington	SC	6/9/2021 07:58:33 AM (ET)	1	\$288,390.00
Smoak Construction	Little Mountain	SC	6/8/2021 10:24:08 PM (ET)	1	\$496,501.95
HammerHead Utilites, LLC	Columbia	SC	6/9/2021 09:23:09 AM (ET)	1	\$513,009.00

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

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	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)
Palmetto Corp.		Paving	\$14,000.00	4.90 %		
L.A. Barrier & Sons INC.		Haul off/Rock	\$72,798.00	25.20 %		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 86,798.00

TOTAL CONTRACT AMOUNT: \$ 288,390.00

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

Business Name: RCG Construction, LLC

Representative Name/Title: Brittney Keisler, President

Date: 06/25/2021



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM Implementation Plan - Protégé Project

Project Type: Protégé Only or Protégé Led (Circle One)

Date: 06/10/2021

Protégé Amount: \$288,390.00

Project Name: Falling Springs Cave-In Improvements

Protégé % of Total Contract: 100%

Project #: SD8467

Mentor Amount (If Applicable): _____

Protégé (Prime): RCG Construction, LLC

Mentor % of Total Contract (If Applicable): _____

Mentor: Stutts & Williams, LLC

Duration of the Project: 60 Days

Total Project Contract Amount: \$288,390.00

Statement of Commitment: For Protégé-Led Projects, the Mentor-Protégé Team will work together with the Protégé receiving a minimum of 51% of the contract. The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

1. What skills has the Protégé learned from their Mentor that will be utilized on this project?

Communication and job task planning.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

To build relationships within the industry, and to help increase our bonding capacity.

3. Please include any subcontractors that will be utilized.

Palmetto Corp.
L.A. Barrier & Son, INC



CITY OF COLUMBIA

Office of Business Opportunities Compliance
 1401 Main Street 4th Floor | Columbia, South Carolina 29201
 Phone: 803-545-4185

4. What is the anticipated duration (in months) of each major phase of the project?

1st month - Installing new storm drain, hauling off unsuitable soil and replacing with select soil import.
 2nd month - Landscape and roadway replacement and repairs.

5. What service will the Mentor be providing on this project? (if applicable)

6. List bonding capacity and insurance coverage, etc. (if applicable)

Bonding Capacity - \$500,000.00
 Please see attached Certificate of Liability Insurance form.

7. Do you currently have your WL or WP License (if applicable)?

Yes, WL - General Contractor license # G119653

8. Other Comments.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

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

EXECUTED by RCG Construction, LLC (Protégé Firm) this 10th day of June 2021.
Corporate SEAL

By: *Billy Kravler*
Title: President
Firm Name: RCG Construction, LLC

ATTEST:

By: *Wm. K. III*
Title: Vice President

If Applicable:

EXECUTED by _____ (Mentor Firm) this _____ day of _____ 20____.
Corporate SEAL

By: _____
Title: _____
Firm Name: _____

ATTEST: _____
By: _____
Title: _____

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 25 day of
June 2021.

By: *Juliet M. Nelly*

Title: Program Compliance Administrator



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Administrator
FROM: LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts
DATE: June 24, 2021

SUBJECT: BID#036-20-21-LB Falling Springs Cave-In Improvements (SD8467)

Bids for this project were opened publicly at 9:30 a.m., June 9, 2021 via teleconference.

The bids submitted for this project were in participation with the **Mentor Protégé Program Protégé Only Implementation Plan (MPP)**. The apparent *responsive* low bidder is RCG Construction of Lexington, SC at \$288,390.00.

Please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Upon completing your review, please sign below indicating that a compliance review has been made and return to me.

If a compliance review was not required, please make that notation, sign and return memo back to me.

Thank You.

Juliet M Nelly
Juliet Nelly, Compliance Administrator

Date: 6/24/2021



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Contract for Landfill Waste Disposal Services for an initial term of five (5) years with the option to renew for an additional five (5) year period, as requested by Columbia Water. Award to Waste Management of SC, Inc., in an amount not to exceed \$440,000.00. This firm is located in Elgin, SC.

REQUISITION NO.: R211199

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Solid Waste Disposal - Solid Waste Tipping Fee (6208955-631900). The original budget amount is \$440,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

Three (3) vendor responses were received for BID022-20-21-ASH Landfill for Waste Disposal Services. Waste Management of SC, Inc. was the lowest bidder.

Landfill Services	
Base Price	\$440,000.00
SC State Taxes	\$0.00
PO Total	\$440,000.00

The term shall be for one five (5) year contract, with one five (5) year renewal option. Landfill Services for 7/1/21 – 6/30/26 @ \$7.94 per ton.

ATTACHMENTS:

- **#a:** Bid Tabulation (PDF)
- **#b:** Contract (PDF)

Event Number	BID022-20-21-ASH Addendum 1	Organization	City of Columbia, SC
Event Title	Landfill for Waste Disposal Services	Workgroup	Purchasing
Event Description		Event Owner	Anita Higgins
Event Type	IFBs	Email	ashiggins@columbiasc.net
Issue Date	2/8/2021 01:00:01 PM (ET)	Phone	
Close Date	3/2/2021 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
S&T Grading & Excavating Inc.	Lexington	SC	3/1/2021 03:05:45 PM (ET)	0	\$30.00
Waste Management of SC INC	Elgin	SC	3/1/2021 03:10:55 PM (ET)	1	\$7.94
GFL Environmental Inc (GFL Env	Raleigh	NC	3/2/2021 10:50:46 AM (ET)	1	\$8.49

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

Official Bid Tabulation

**City of Columbia and Waste Management of SC, INC
Landfill for Waste Disposal Services**

CONTRACT FOR SERVICES

This Contract is being awarded under procurement method Invitation for Bid

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City” and Waste Management of SC, INC, with legal address and principal place of business at 1047 Hwy Church Road, Elgin, SC 29045 (hereinafter referred to as the “Contractor”), to provide Landfill of Waste Disposal Services.

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

- 1. SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the 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 herein.
- 2. SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Contractor fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Contractor for services performed.
- 3. TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia. The term shall be for one five (5) year contract, with one five (5) year renewal option and ninety (90) day right to terminate at any time. All prices will remain in effect throughout term of any potentially awarded contract.

City of Columbia and Waste Management of SC, INC
Landfill for Waste Disposal Services

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

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

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

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

5. COMPENSATION

The compensation to be paid by the City to the Contractor under this Agreement, for BID022-20-21-ASH, shall not exceed Four Hundred Forty Dollars and Zero Cents (\$440,000.00).

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

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

City of Columbia and Waste Management of SC, INC
Landfill for Waste Disposal Services

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID022-20-21-ASH

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

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

1. Original Solicitation, and Scope of Services
2. All Exhibits, Appendices, Schedules
3. Cost Proposal
4. This Contract
5. All applicable bonds, insurance and other applicable documents
6. Any modifications, including Change Orders, duly delivered after execution of Contract.

7. MISCELLANEOUS

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

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

**City of Columbia and Waste Management of SC, INC
Landfill for Waste Disposal Services**

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
- The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.
- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer,

**City of Columbia and Waste Management of SC, INC
Landfill for Waste Disposal Services**

or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

City of Columbia and Waste Management of SC, INC
Landfill for Waste Disposal Services

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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Tasha L. Watson Teresa Wilson
Witness Teresa Wilson, City Manager

Date: 6/2/2021

CONTRACTOR

Mindy Spires-Miller Mindy Spires-Miller
Print Signature

Date: 5/8/2021

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC
5/6/2021

**City of Columbia and Waste Management of SC, INC
Landfill for Waste Disposal Services**

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Business Information Statement for Contractor

Exhibit C - Signed Conflict of Interest Statement

**City of Columbia and Waste Management of SC, INC
Landfill for Waste Disposal Services**

EXHIBIT A

1. The vendor must be permitted by DHEC to accept waste and the permit must be in good standing. A copy of this permit must be included with the submission of the proposal. Copies of the last 12 months DHEC landfill inspection reports must be submitted with bid.
2. Landfill must accept waste as outlined below. Acceptable waste for class two landfills for the Solid Waste Landfill and Structural Fill. Waste must be covered per DHEC regulations.
3. Access to and in the landfill (dump area) must be navigable, free of debris, and any other material that could cause damage, delays, and obstruction to City employees or its vehicles.
4. Waiting time for incoming and existing City trucks must not exceed fifteen (15) minutes.
5. Facility shall be open from 7:00 AM to 6:00 PM, Monday through Friday. This is to include all holidays excluding Christmas and Thanksgiving Day.
6. In the event of catastrophic weather, arrangements will be made to open the facility for City vehicles at a schedule suitable for the City.
7. The City may utilize a private contractor to remove debris and other material and said contractor would be guaranteed the same disposal rate per ton.
8. Contractor will, from time to time upon the request of the City, open the facility on Saturdays at such times as the City may request. City will give contractor 24 hours oral notice of such a request.
9. Terms and conditions of audit of tonnage delivered and invoiced, to include periodic checks of scale and haulers during delivery will be made available upon request.
10. Successful contractor will provide the City of Columbia load ticket copies which will accompany a monthly invoice. Load tickets to include at a minimum, ticket number, ticket date, time of entry into landfill, time of exit from landfill, vehicle number, and tonnage. These times will also be located on the monthly billing invoice with the exclusion of time of entry and exit from the landfill.
11. The proposal must specify the physical location of the proposed landfill facility.
12. The proposed landfill facility must be within a 30 mile radius of the State Capitol Building.
13. The landfill must be capable of accepting approximately 40,000 tons per year of waste from various City of Columbia and franchise haulers, on a regular basis.

Waste to be accepted is as follows:

Land Clearing Debris:

Tree Stumps	Top Soil	Root Mats
Vegetation	Brush & Limbs	Logs
Rock	Earthen Material (Clays, Sands, Gravel & Silts)	

Construction & Demolition Debris:

Bricks & Block	Lumber	Pipes
Structural Steel	Hardened Concrete	Insulation Material
Plaster & Plasterboard	Glass Wire (Optional Fiber)	Glass
Wall Covering	Shingles & Roofing Material	Structural Fabrics

**City of Columbia and Waste Management of SC, INC
Landfill for Waste Disposal Services**

Floor Coverings

Floor Wall/Ceiling Tiles

Hardened Cement

Mirrors

Hardened/Cured Asphalt

Furniture/Clothing/Cardboard

Poly Fiberglass (Highly Polished, Cured Material used for Shower Stalls, Roofing, etc.) Other

Items Physically Attached to the Structure (Signs, Mailboxes, Awning, etc.)

Nonfriable Asbestos-Containing Material*

*Prior to disposal of any nonfriable asbestos containing material, the generator of the asbestos waste shall have permission for disposal letter from DHEC.



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Engineering Department

FROM: Dana Higgins, Director of Engineering

SUBJECT: Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID# P027198; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Patterson Road and Caroline Road, as requested by Columbia Water. Award to SCDOT in the amount of \$531,593.10.

REQUISITION NO.: R212737

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: This work will be funded through the Water Improvement Funds from FY 21/22 CIP WM335521 & WM335522 – Utility Conflicts Annual. The original budget amount is \$531,593.10.

CLEAN WATER 2020?: No

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's 2-inch, 6-inch, 8-inch and 16-inch water lines within the boundaries of their Patterson Road and Caroline Road Sidewalk Improvement Project.

SCDOT is proposing to enter into a utility agreement with the City of Columbia to relocate its water lines due to its sidewalk improvements along segments of Patterson Road and Caroline Road from Garners Ferry Road to Patricia Drive within Richland County. The proposed improvements include new sidewalks, storm drainage and curb & gutter adjustments.

Due to these proposed improvements, it is necessary for the City of Columbia to relocate approximately 1,690 linear feet of its water line. SCDOT's project cost is \$1,100,000.00. Under Act 36, SCDOT will cover 4% or \$44,000.00 of the City's relocation costs. In addition, the City has claimed Prior Rights equaling \$207,812.72. The City's remaining cost share is \$407,910.19.

Based on the scope of work involved, it is recommended this project be considered for approval. Enclosed, you will find SCDOT's Memorandum of Agreement 37-21 (COC

Legal Department Approved), relocation drawings with cost estimate and vicinity map for your review. If approved, the City Manager's signature is requested.

This utility work will be funded through the water improvement fund from FY 2021 CIP Project WM335521- Utility Conflicts Annual. The original budgeted amount for this project is WM4939 - \$531,593.10.

The Director of Engineering recommends approval of this project in the amount of \$531,593.10 with \$407,910.19 to be reimbursed to SCDOT per the Memorandum of Agreement 37-21.

ATTACHMENTS:

- **#a:** APPROVED - 21009974 - MOA 37-21 P027198 CoC MOA (PDF)
- **#b:** Cost Estimate (PDF)
- **#c:** Patterson 7 Caroline Vicinity Map (PDF)
- **#d:** Plans (PDF)

MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
Sidewalk Installation along Patterson Rd. and Caroline Rd.
Waterline (WM4400) Relocation
Patterson Rd. (S-40-707) and Caroline Rd. (S-40-705) in Richland County
SCDOT Project ID P027198

This Agreement is made this ____ day of _____, 2021 by and between the South Carolina Department of Transportation (hereinafter referred to as “**SCDOT**”) and the City of Columbia (hereinafter referred to as “**UTILITY**”) (collectively “the Parties”) to ensure the successful completion of the public water and/or sewer facilities relocation for the below described Project:

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **SCDOT** in completing this Project and associated Utility Work.

Section I – Definitions

1. The term “Project” shall refer to SCDOT’s Project along Patterson Rd. (S-40-707) and Caroline Rd. (S-40-705) in Richland County.
2. The term “Utility Work” shall refer to an adjustment necessitated by SCDOT’s Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system’s service.
3. The term “Substantial Completion” shall mean, for the purposes of this Agreement, the date on which any portion of the new water and sewer facilities are installed, inspected, tested, and placed into service according to plans provided by **UTILITY**.
4. The term “Final Acceptance” shall mean, for the purposes of this Agreement, the date beyond Substantial Completion on which any portion of the new water and sewer facilities has been placed into service, switch-over of services has been completed, old facilities have been disconnected and demolished, record drawings have been submitted by **SCDOT**’s contractor and approved by **UTILITY**, and **SCDOT**’s contractor has certified the construction and received a permit to operate from SCDHEC.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT's** contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor from **UTILITY's** list of preferred contractors.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, SCDOT shall bear all of the relocation costs, including design costs, up to four percent of the original construction bid amount of the Project. Should more than one large public water utility or large public sewer utility be required to relocate due to the Project, the total cost share of up to four percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments.
3. **SCDOT** has programmed \$1, 100,000.00 in the Statewide Transportation Improvement Program for construction of the Project. Four percent of this amount is \$44,000.00, which is the maximum amount **SCDOT** will contribute to the non-prior rights Utility Work. This amount will be revised to reflect the actual construction bid amount once it is awarded.
4. **UTILITY** estimates the total cost of the Utility Work to be \$659,722.91, with such costs to be allocated as follows:
 - a. **SCDOT's** share is estimated at \$251,812.72. This consists of:
 - i. **Prior Rights** estimated at \$207,812.72
 - ii. **Non-Prior Rights** estimated at \$44,000.00
 - b. **UTILITY's** share is estimated at \$407,910.19
 - c. These estimates will be revised to reflect the actual construction bid amount.
5. In accordance with its procurement practices and procedures, **SCDOT** will solicit bids for the construction of the Project, including the Utility Work, and will award the **SCDOT** contract to the contractor with the lowest qualified bid for the overall work of the Project.
6. **SCDOT** shall notify **UTILITY** in writing as to the cost of the Utility Work included in the awarded **SCDOT** contract.
7. **SCDOT's** share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work.
8. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT's** maximum contribution, **SCDOT** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT's** contract for the construction of the Project.
2. **SCDOT** will provide **SCDOT's** contractor with all documents provided to **SCDOT** by **UTILITY**.
3. Allow **UTILITY** or **UTILITY's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.
4. Provide contractor's pay requests related to the Utility Work prior to payment and any change orders which affect the cost of the Utility Work.
5. **SCDOT** will require that the contractor coordinate the sequencing of waterline relocation, testing, and placing into service with **UTILITY** to ensure that the existing line remains in service until all tests and approvals are in place and provided to **UTILITY** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.
6. As part of the Construction Contract, **SCDOT** will require the contractor performing the Utility Work to obtain and maintain in place for the duration of the Utility Work those insurance policies required by **UTILITY**. Insurance policies shall name **UTILITY** as an additional insured and copies shall be provided to **UTILITY** by contractor.
7. **UTILITY** will include a requirement in the Specifications for the contractor to warranty the improvements for two year after final acceptance. As part of the Construction Contract, **SCDOT** will require the contractor to include this in their bid. Final acceptance occurs when the new waterline has been completely installed, inspected, placed into service as shown in **UTILITY's** design documents, and record drawings are received and approved by **UTILITY**.
8. **SCDOT** shall allow **UTILITY** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **SCDOT** giving notice to **UTILITY** of the time and place the materials will be available for inspection. **UTILITY** shall have the right to inspect all recovered materials from the waterline removal (ex.: water valves, fire hydrants, pipe).
9. If **UTILITY** elects to retrieve the recovered materials, there will be no cost associated with doing so. **UTILITY** shall be responsible for removal from the inspection site. If **UTILITY** elects to not retrieve the recovered materials, **SCDOT** may sell them for scrap or allow the contractor to do so.
10. **SCDOT** shall provide written approval to **UTILITY** that a constructability review of its relocation plans was completed and approved by **SCDOT** staff.

Section V – UTILITY's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work. The cost of these permits shall be reimbursable by **SCDOT** according to the terms of this Agreement.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, itemized estimated cost, and a list of preferred contractors (minimum of 3) to meet **SCDOT's** letting schedule for the Project. These costs shall be reimbursable by **SCDOT** according to the terms of this Agreement.
3. **UTILITY** must meet the bidding and construction schedule established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** at least 180 days prior to receipt of bids for the Project. If the Project is under an accelerated schedule, **SCDOT** shall notify **UTILITY** of the date by which the documents must be provided.
4. Failure to meet the schedule requirements shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.
5. If criteria (or construction plans in case of Bid Build Agreement) and specifications provided by **UTILITY** are found to be inaccurate due to **UTILITY's** errors or omissions, **UTILITY** shall be responsible for any resulting damages, that are solely due to **UTILITY's** error, including delay damages or costs solely attributable to **UTILITY's** error.
6. **UTILITY** shall maintain the right to request a stop work order from **SCDOT** in the event **SCDOT's** contractor or the utility contractor fails to correctly install any portion of the water or sewer lines as outlined in the specifications, standards, and plans submitted by **UTILITY**.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** right-of-way.
2. All work covered under this agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** right-of-way or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon substantial completion of the Utility Work, or any specific portion thereof, in accordance with the **UTILITY's** plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following final acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise

from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.

5. Following final acceptance, **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that may be caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein.
6. Prior rights will remain in locations where prior rights currently exist. This Agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on SCDOT right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at **UTILITY's** expense.
8. **UTILITY** shall agree to hold consultations with **SCDOT** as may be necessary with regard to the execution of supplements to this Agreement during the course of the Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.

Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

[Signature blocks on next page]

In-Contract Utility Relocation of
Sole Large Public Water and/or Sewer Facilities – City of Columbia
SCDOT Project ID P027198

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF COLUMBIA

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/10/2021

WITNESS

BY: _____

Title: _____

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

WITNESS

BY: _____

Deputy Secretary for Finance and Administration
or Designee

RECOMMENDED BY:

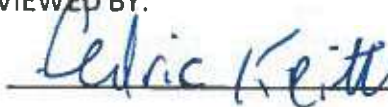




Deputy Secretary for Engineering or Designee

TPJ

REVIEWED BY:



State Utilities Engineer

Michael Baker

INTERNATIONAL

Michael Baker International Inc.

700 Huger Street

Columbia, SC 29201

Opinion of Probable Construction Cost

Date:	6/9/2020
Stage:	100% Design
Project:	Patterson Sidewalk at Caroline
Location:	Columbia, SC
Preparer:	MEF

	Description of Work	Unit	Measure		Unit Cost	Total Cost	
	General Construction (Assuming 31.5% PR-68.5% NON)					Prior Rights (PR)	No Prior Rights (NON)
1	Mobilization/Demobilization	1	LS		\$20,000.00	\$6,400.00	\$13,600.00
2	Sodding	0.5	AC		\$6,500.00	\$1,040.00	\$2,210.00
3	Sediment & Erosion Control	1	LS		\$10,000.00	\$3,200.00	\$6,800.00
4	Inlet Protection	20	EA		\$200.00	\$1,280.00	\$2,720.00
5	Traffic Control	1	LS		\$25,000.00	\$8,000.00	\$17,000.00
General Construction Subtotal						\$19,920.00	\$42,330.00
	Water Construction						
6	16-inch CL250 DIP - Restrained Joint	400	LF		\$160.00	\$64,000.00	-
7	8-inch CL350 DIP - Restrained Joint	1,200	LF		\$120.00	-	\$144,000.00
8	4-inch CL350 DIP - Restrained Joint	60	LF		\$95.00	-	\$5,700.00
9	2-inch CL350 DIP - Restrained Joint	30	LF		\$95.00	-	\$2,850.00
10	16-inch CL350 DIP 11.25° Bend	4	EA		\$1,500.00	\$6,000.00	-
11	16-inch CL350 DIP 22.5° Bend	3	EA		\$1,500.00	\$4,500.00	-
12	16-inch CL350 DIP 45° Bend	10	EA		\$2,000.00	\$20,000.00	-
13	16-inch CL350 DIP 90° Bend	3	EA		\$2,000.00	\$6,000.00	-
14	8-inch CL350 DIP 90° Bend	3	EA		\$550.00	-	\$1,650.00
15	8-inch CL350 DIP 45° Bend	8	EA		\$275.00	-	\$2,200.00
16	8-inch x 8-inch M.J. Tee	3	EA		\$1,500.00	-	\$4,500.00
17	8-inch x 4-inch M.J. Tee	3	EA		\$1,500.00	-	\$4,500.00
18	16-inch M.J. Gate Valve & Box	2	EA		\$3,500.00	\$7,000.00	-
19	8-inch M.J. Gate Valve & Box	4	EA		\$1,200.00	-	\$4,800.00
20	6-inch M.J. Gate Valve & Box	3	EA		\$1,200.00	-	\$3,600.00
21	16-inch MJ Long Solid Sleeve	2	EA		\$1,000.00	\$2,000.00	-
22	8-inch MJ Long Solid Sleeve	2	EA		\$800.00	-	\$1,600.00
23	2-inch MJ Long Solid Sleeve	3	EA		\$500.00	-	\$1,500.00
24	8-inch x 8-inch M.J. Tapping Sleeve & Valve	3	EA		\$7,500.00	-	\$22,500.00
25	16-inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint	7	EA		\$700.00	\$4,900.00	-
26	8-inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint	3	EA		\$700.00	-	\$2,100.00
27	4-inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint	4	EA		\$500.00	-	\$2,000.00
28	2" Corporation Tap	4	EA		\$2,000.00	-	\$8,000.00
29	6" Fire Hydrant Assembly	2	EA		\$6,000.00	-	\$12,000.00
30	Relocate Water Meter	5	EA		\$1,500.00	-	\$7,500.00
31	Extend Service to 1" Water Meter (Crossing Under Road)	5	EA		\$2,500.00	-	\$12,500.00
32	Extend Service to 1" Water Meter (Approx. 10ft)	5	EA		\$1,000.00	-	\$5,000.00
Water Construction Subtotal						\$114,400.00	\$248,500.00
	Restoration Items						
33	Flowable Fill (Trench Only)	70	CY		\$175.00	\$3,920.00	\$8,330.00
34	Flowable Fill (Pipe Abandonment, Pumped)	30	CY		\$400.00	\$3,840.00	\$8,160.00
35	Pavement Replacement - Trench only - 2" Asphaltic	30	SY		\$75.00	\$720.00	\$1,530.00
36	Sidewalk Replacement - 3,500 PSI Concrete - To include any necessary ADA markers	20	CY		\$550.00	\$3,520.00	\$7,480.00
37	6-inch concrete gutter (standard)	100	LF		\$50.00	\$1,600.00	\$3,400.00
38	Landscape Allowance	1	LS		\$20,000.00	\$6,400.00	\$13,600.00
Restoration Items Subtotal						\$20,000.00	\$42,500.00
General Construction Subtotal (PR + NON)						\$62,250.00	
Water Construction Subtotal (PR + NON)						\$362,900.00	
Restoration Items Subtotal (PR + NON)						\$62,500.00	
Construction Total						\$487,650.00	
10% Contingency						\$48,765.00	
Total Construction Opinion of Cost						\$536,415.00	
Engineering Cost Total						\$123,307.91	
Engineering Cost (PR)						\$38,841.99	
Engineering Cost (Non)						\$84,465.92	
MOA COSTS		Prior Rights Claim Total (Construction + Engineering)				\$ 207,812.72	
		No Prior Rights (Construction + Engineering)				\$ 451,910.19	

Notes:

Basis of Prior Rights Claim are existing easements on the Walmart Property TMS 16316-02-02 (R954/307), TMS 16414-06-01 (D860/804) & TMS 16316-02-05 (D507/70)

City of Columbia

WM4400 Project Area

28.c



Monday, August 16, 2021



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 313

DEPARTMENT OF ENGINEERING

**WATER RELOCATION FOR
PATTERSON ROAD AND
CAROLINE ROAD
SIDEWALK IMPROVEMENTS**

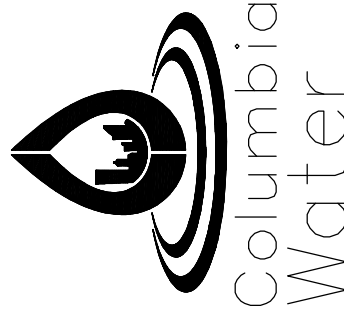
CIP PROJECT:

WM4400

DRAWING INDEX

COVER

VICINITY MAP, LEGEND & GENERAL NOTES C0.1
PLAN AND PROFILE - LINES A, B, & C C0.2
CONSTRUCTION DETAILS C1.1 TO C1.3
EROSION & SEDIMENT CONTROLS & C2.1 TO C2.2
CONSTRUCTION DETAILS C2.3 TO C2.4
TRAFFIC CONTROL DETAILS C2.5



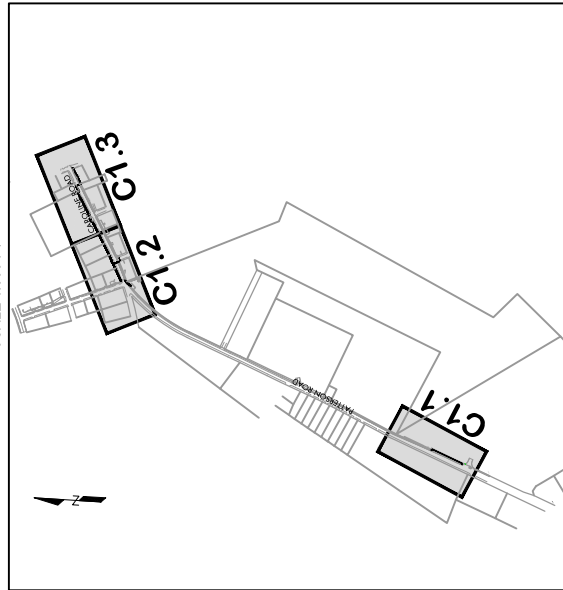
CITY OF COLUMBIA

**PERMIT SET
REVISED 11/2020**

WATER RELOCATION FOR PATTERSON ROAD AND CAROLINE ROAD VICINITY MAP



WATER RELOCATION FOR PATTERSON
ROAD AND CAROLINE ROAD
SHEET LAYOUT



GENERAL NOTES:

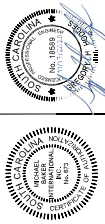
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LEGEND

EXISTING WATER MAIN	UNDERGROUND ELECTRICAL	EXISTING STONE DRAIN	PROPOSED STONE DRAIN	EXISTING BRICK / PAVERS	EXISTING BRICK / PAVERS
ADJACENT WATER MAIN	OVERHEAD ELECTRICAL	EXISTING STONE DRAIN MANHOLE	PROPOSED STONE DRAIN MANHOLE	EXISTING BRICK WALL / FENCES	EXISTING BRICK WALL / FENCES
PROPOSED WATER MAIN	POWERSUPPLY POLE	EXISTING	PROPOSED	EXISTING	PROPOSED
PROPOSED CLEANING LINED	LIGHT POLE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING WATER METER	WATER METER	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING WATER VALVE	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING TRIT HYDRAUNT	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING WATER BLOW OFF	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING FUGS	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING AIR RELEASE VALVE	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING MESSUR REDUCER	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING FORCE MAIN VALVE	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING SANITARY TOWER	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
PROPOSED SANITARY SEWER	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING SERVICE FORCE MAIN	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
PROPOSED SERVICE SERVICE WYE	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
PROPOSED CURE-IN-PLACE	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING CURB CLEAUNGT	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING INVERT MANHOLE	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
SEGMENT TUB INLET	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED
EXISTING STONE DRAIN	ELECTRIC VALVE	EXISTING	PROPOSED	EXISTING	PROPOSED



Michael Baker
INTERNATIONAL
Michael Baker International
700 Huger Street
Columbia, South Carolina 29201



Designer:	GHH	Checked by:	KTC
Technician:	MTW	Project Number:	166896

REVISIONS		
No.	Description	Date By
1.	RC ENG. COMMENT REVISIONS	11/2020 ATL

[illegible]

PATTERSON ROAD AND CAROLINE ROAD SIDEWALK IMPROVEMENTS

VICINITY MAP, LEGEND &
GENERAL NOTES

Municipality Project Number: **WM4400**
 Date: **NOVEMBER 2020** Division: **SITE CIVE**

NOVEMBER 2020	DATE
code	Sheet Number:
AS NOTED	Drawing Number:

	C0.2



CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING
COLUMBIA SOUTH CAROLINA 29217

Michael Baker
INTERNATIONAL
Michael Baker International
Columbia, South Carolina 29201



CHW
KTC
Project Number: 166896

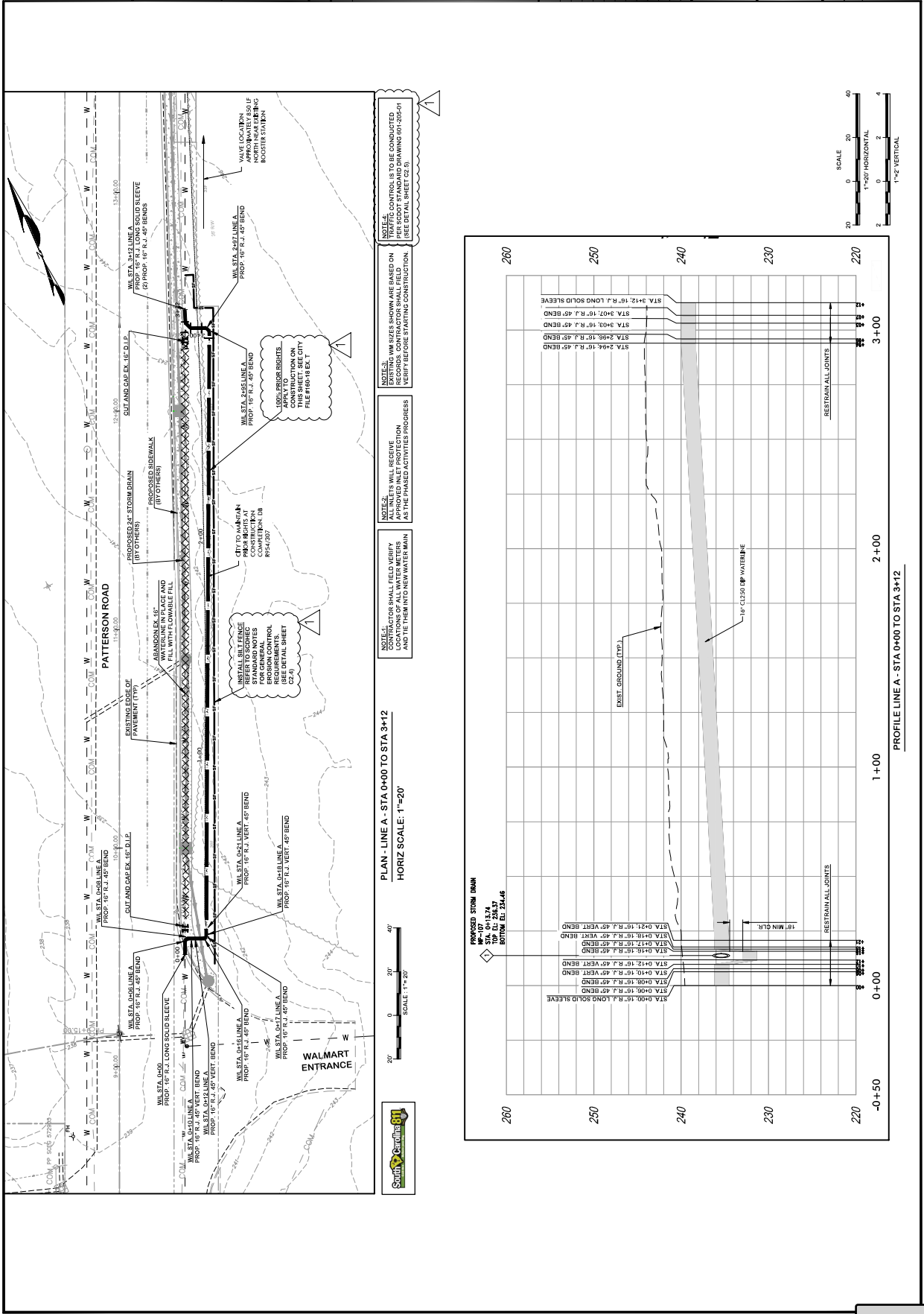


CHW
KTC
Project Number: 166896

**WATER RELOCATION FOR
PATTERSON ROAD AND
CAROLINE ROAD
SIDEWALK IMPROVEMENTS**

LINE A - PATTERSON RD
16" DIP PLAN AND PROFILE

Multiparty Project Number: **WM4400**
Date: **NOVEMBER 2020** From: **SITE CIVIL**
Scale: Sheet Number:
AS NOTED Drawing Number: **C1.1**

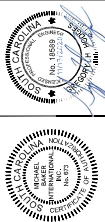






Michael Baker

INTERNATIONAL
Michael Baker International
700 Huger Street
Columbia, South Carolina 29201



Designer:	Checked by:
HHH	KTC
Technician:	Project Number:
TWM	166896

REVISIONS			
No.	Description	Date	By
	RC ENG. COMMENT REVISIONS	11/2020	ATL

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**CAROLINE ROAD
PATTERSON ROAD AND
SIDEWALK IMPROVEMENTS**

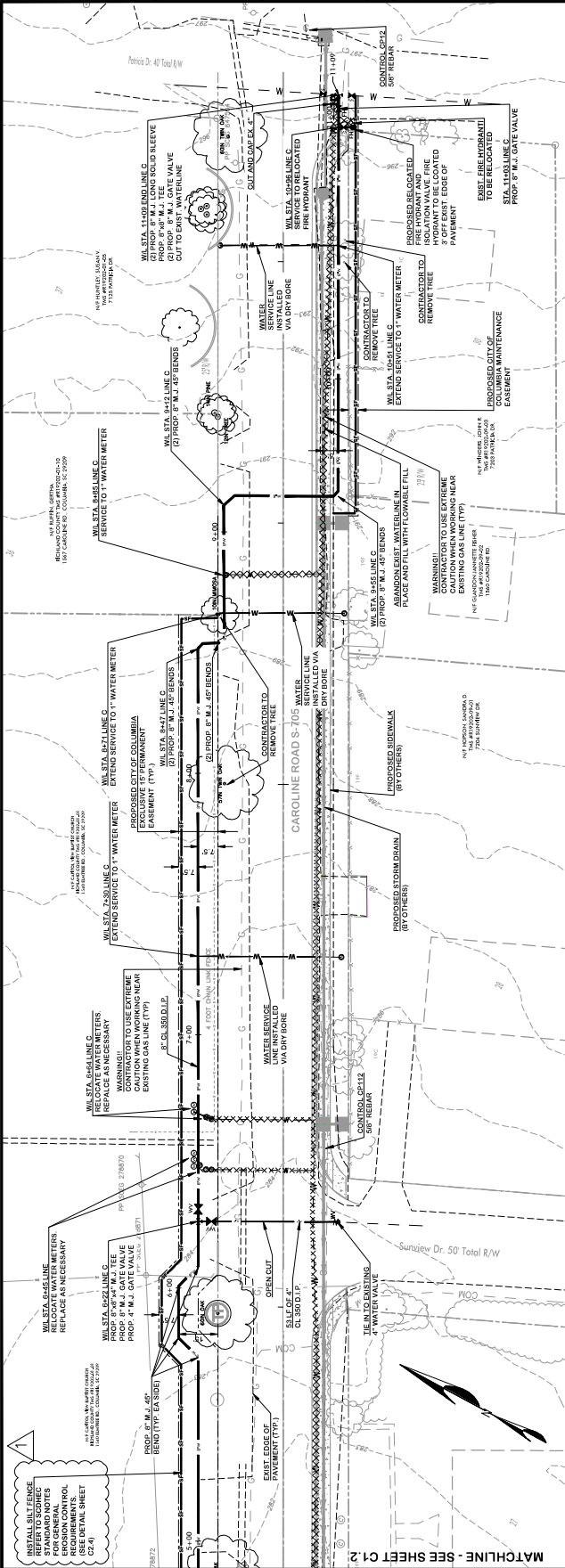
LINE C - CAROLINE ROAD

Municipality Project Number: WM4400

DATE: NOVEMBER 2020	DIVISION: SITE CIVIL
DATE:	SHEET NUMBER:

AS NOTED	Drawing Number:	C1.3

28.c



NOTE-4:
TRAFFIC CONTROL IS TO BE CONDUCTED
PER SCDOT STANDARD DRAWING 801-205-01
(SEE DETAIL SHEET C2.5).

NOTE-3:
EXISTING WM SIZES SHOWN ARE BASED ON
RECORDS. CONTRACTOR SHALL FIELD
VERIFY BEFORE STARTING CONSTRUCTION.

NOTE-2:
ALL INLETS WILL RECEIVE
APPROVED INLET PROTECTION
AS THE PHASED ACTIVITIES PROCEED

NOTE-1:
CONTRACTOR SHALL FIELD V
LOCATIONS OF ALL WATER M
AND TIE THEM INTO NEW WA

NE C - STA 4+80 TO STA 11+13
SCALE: 1"=20'

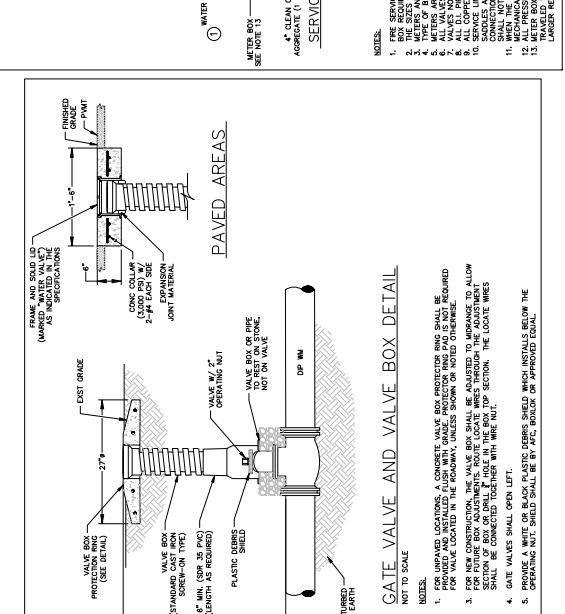
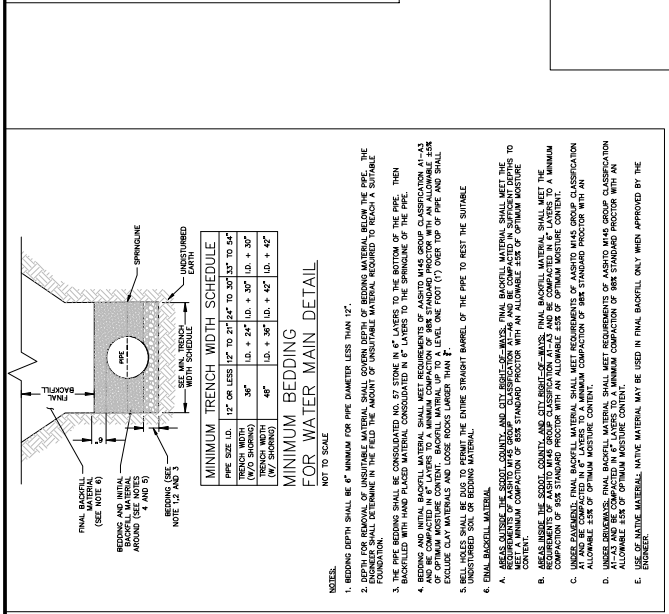
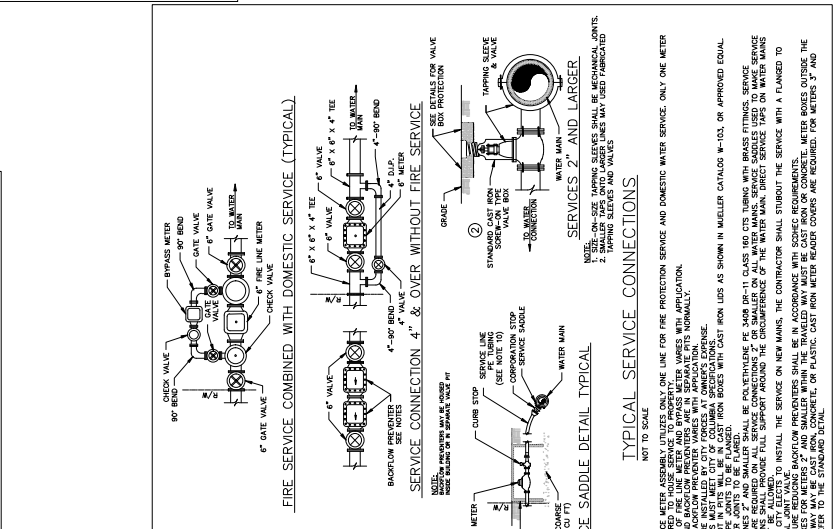
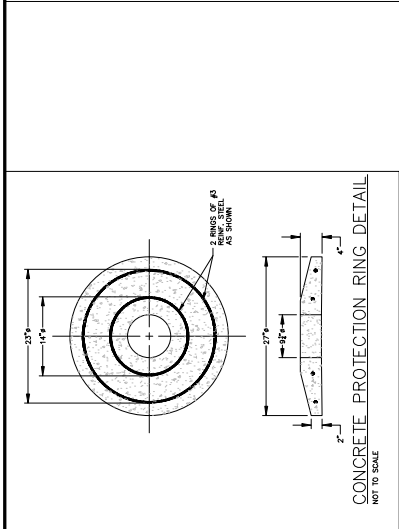
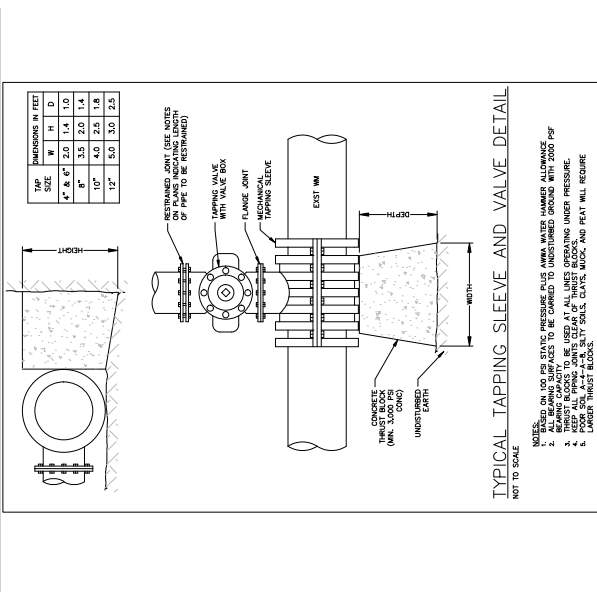
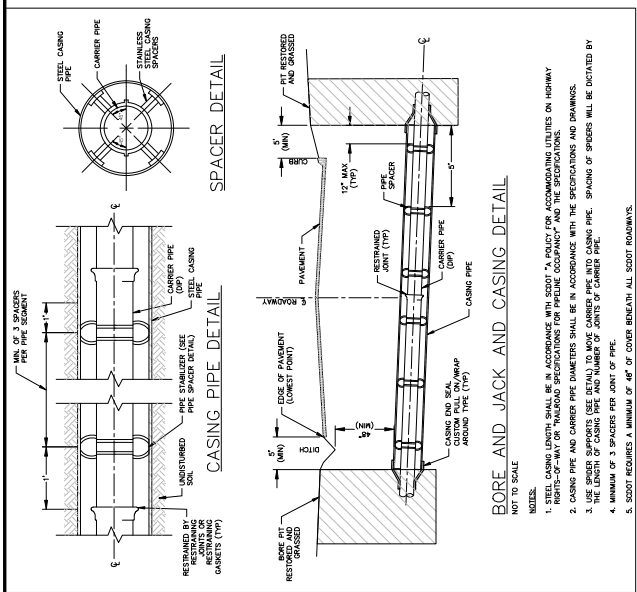
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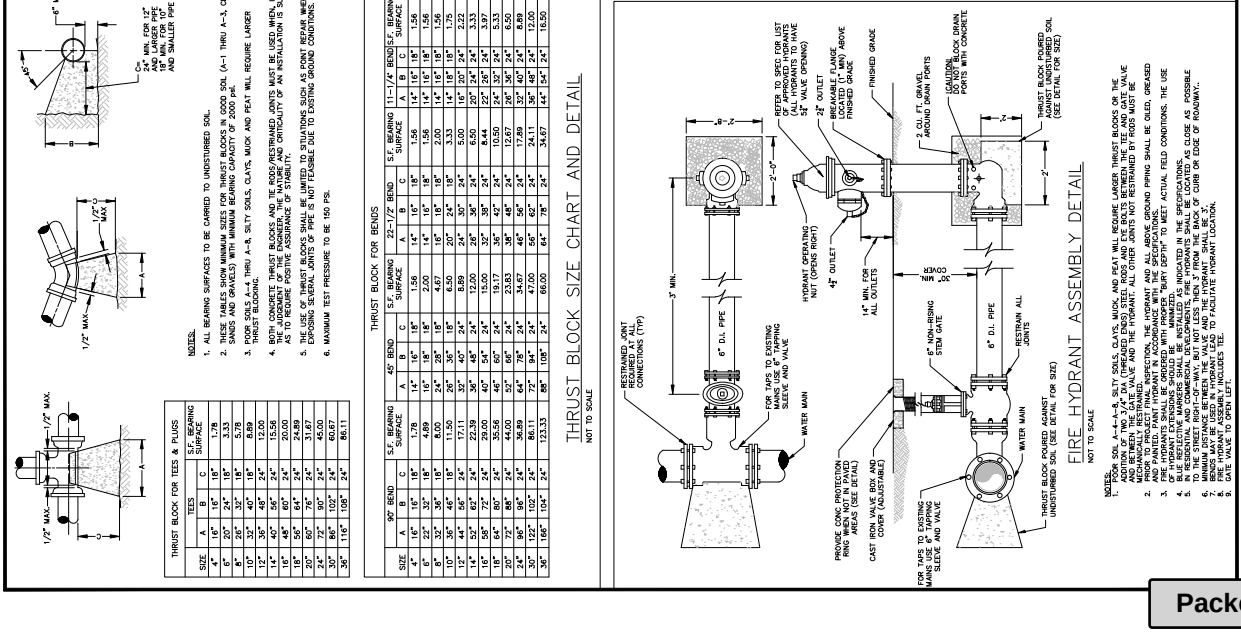
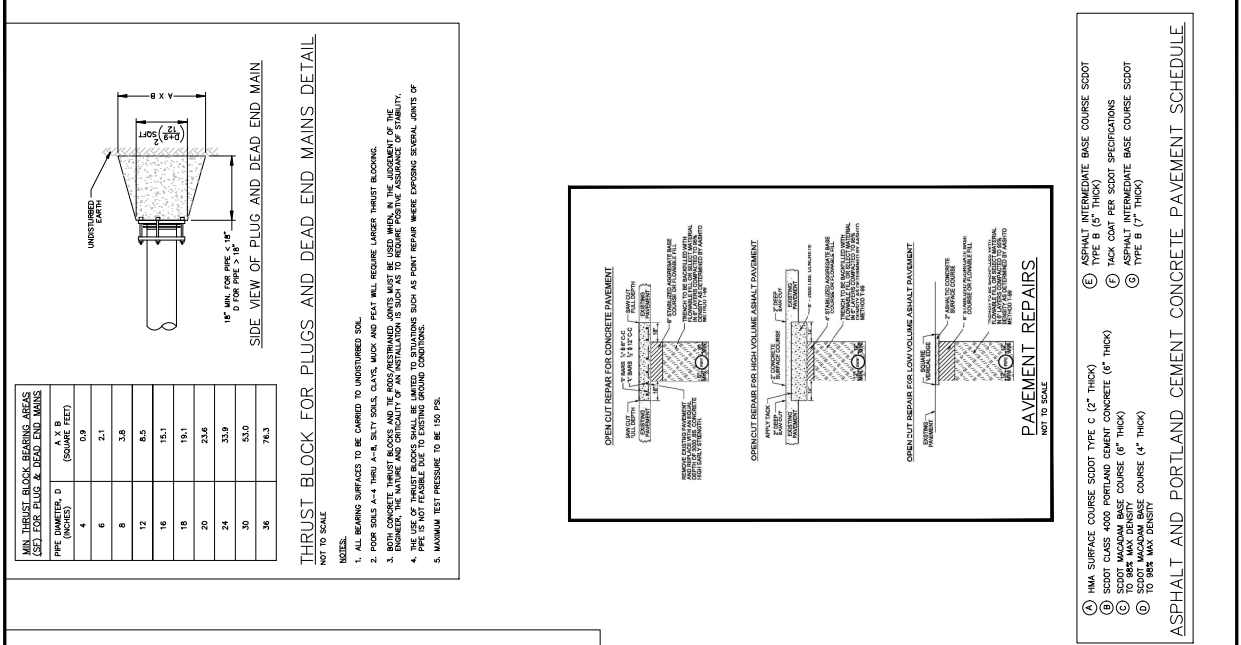
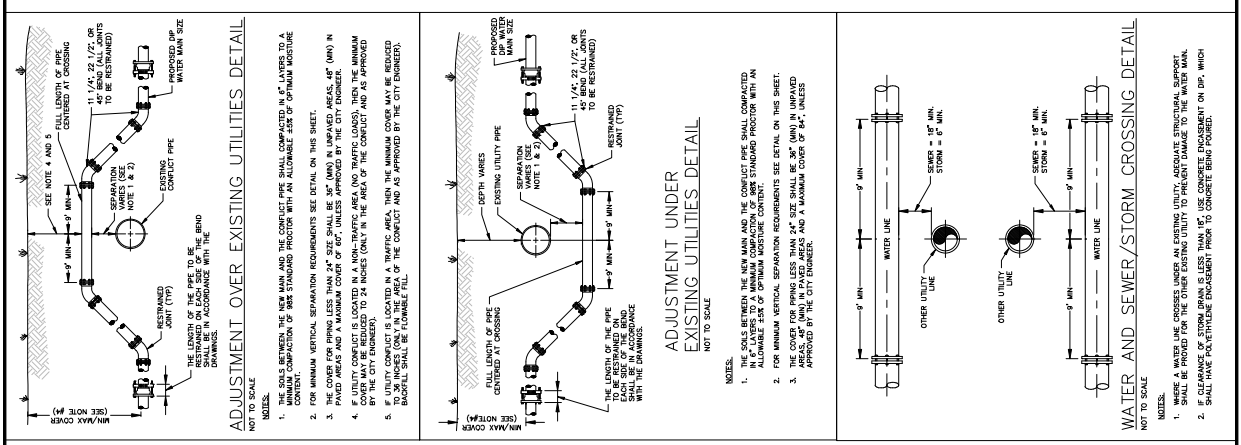
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Packet Pg. 318







Columbia Water
CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING
COLUMBIA SOUTH CAROLINA 29217

Michael Baker International
Professional Engineer
Columbia, South Carolina 29201



Professional Engineer
Michael Baker
No. 6588
State of South Carolina

City of Columbia
KTC
Project Number: 166896

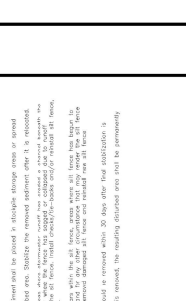
SILT FENCE - INSPECTION & MAINTENANCE

1. The key to functional silting is timely inspection, routine maintenance, and regular sediment removal.
2. Regular inspection of all fences will be conducted once every calendar week. Inspections should be conducted during the following times:
 - a. 17:00-18:00 hours on Tuesdays
 - b. 17:00-18:00 hours on Thursdays
 - c. 17:00-18:00 hours on Saturdays
3. Inspections should be conducted at the following locations:
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SEDIMENT TUBES - INSPECTION & MAINTENANCE

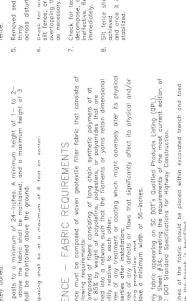
1. The key to functional sediment tubes is timely inspection, routine maintenance, and regular sediment removal.
2. Regular inspection of all sediment tubes will be conducted once every calendar week. Inspections should be conducted during the following times:
 - a. 17:00-18:00 hours on Tuesdays
 - b. 17:00-18:00 hours on Thursdays
 - c. 17:00-18:00 hours on Saturdays
3. Inspections should be conducted at the following locations:
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FLAT-BOTTOM TRENCH DETAIL



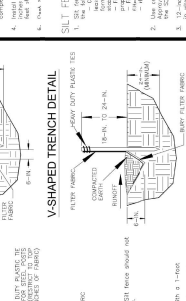
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V-SHAPED TRENCH DETAIL



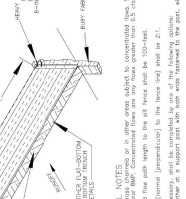
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SEDIMENT TUBE INSTALLATION



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SEDIMENT TUBE SPACING

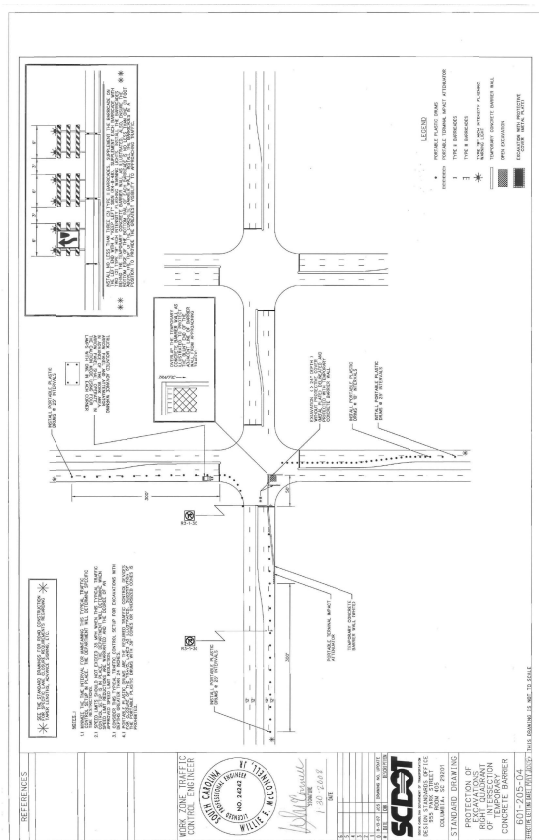
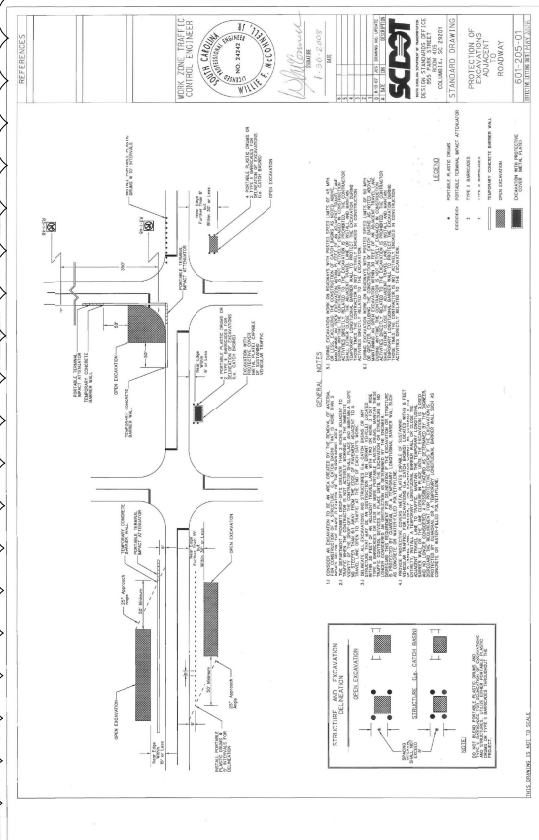
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FLAT-BOTTOM TRENCH DETAIL



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We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project WM442202; I-26 Widening Inspection Services for an initial term of two years with the option to renew for two additional one-year periods, as requested by Columbia Water. Award to Michael Baker International in an amount not to exceed \$552,345.93. The firm is located Columbia, SC.

REQUISITION NO.: R210869

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-WM442202-658650). The original budget amount is \$552,345.93.

BUSINESS PROGRAM: Minority Business Enterprise

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. Michael Baker International is the mentor and will provide overall project management, program scheduling, and construction management services at 80.00% (\$441,845.93) of the total contract amount. Chao and Associates, a Minority Business Enterprise of Columbia, SC, is the protégé and will provide construction observation and reporting services at 20.00% (\$110,500.00) of the total contract amount.

There were (10) responses to solicitation RFQ004-19-20-BF Utility Relocation and Improvement Services.

ATTACHMENTS:

- **#a:** Final.Agreement.WM442202I-26WideningInspectionServices.RFQ004-19-20-BFUtilityRelocationImpServices.MBI (PDF)
- **#b:** LocationMap.WM442202I-26WideningInspectionServices.RFQ004-19-20-BFUtiliytRelocationServices.MBI (PDF)



AGREEMENT FOR UTILITY RELOCATION PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ004-19-20-BF Utility Relocation & Improvement Services

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 Michael Baker International, Inc., (hereinafter referred to as the Consultant), to provide engineering design consulting support for Utility Relocation Project WM442202 I-26 Widening Inspection Services for the City of Columbia, SC.

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

MICHAEL BAKER INTERNATIONAL, INC.

Name: Kyle Crager, P.E.
 Title: Program Manager
 Address: 700 Huger Street
 Columbia, SC 29201
 Phone: 803-231-3849
 Email: Kyle.Crager@mbakerintl.com

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.

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, with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Five Hundred Fifty-Two Thousand, Three Hundred Forty-Five dollars and 93/100 (\$552,345.93).
 - 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.
 - C. Invoicing Procedure
Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.
 - D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)
 1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
 3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
 4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each

Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>20.0</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Agreement, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects.

The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.0% participation.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan.

The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. INDEMNIFICATION & INSURANCE

- A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project

and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultant s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.

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

11. **INTEREST OF 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 Consultants services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

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

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

15. **INDEPENDENT CONTRACTOR** - 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.
17. **ASSIGNABILITY/SUBCONTRACTING** - 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.
18. **ACCESS TO RECORDS** - The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
19. **DISPUTE RESOLUTION** - 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.
20. **GOVERNING LAW** - 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.
21. **WHOLE AGREEMENT** - 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.
22. **AMENDMENTS** - 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.
23. **BREACH/WAIVER** - 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.
24. **SEVERABILITY** - 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.
25. **ETHICS** - 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.

26. **NON-DISCRIMINATION IN CONTRACTING POLICY** - 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.

27. **SUCCESSORSHIP** - 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.

28. **FINDINGS CONFIDENTIAL** - 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.

29. **CONTRACT DOCUMENT** - 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.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

This Agreement is subject to City Council approval.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/18/2021

MICHAEL BAKER INTERNATIONAL, INC.

Reneé Tison I Vice President _____

Date: August 25, 2021

Print: Name/Title

Signature

(Corporate Seal)

Attest

Angela R. Logan

Signature



Date: August 25, 2021

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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 Statement for Subcontractors/Subconsultants

Exhibit E – MPP Implementation Plan

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EXHIBIT A

SCOPE OF SERVICES

**City of Columbia
CIP # WM442202
I-26 Widening MM85 to 101
Inspection/Construction Services Contract
SCDOT Project P029208
Columbia, Richland & Lexington Counties**

The services performed by Michael Baker International, Inc. (CONSULTANT) as a part of this Scope of Service include providing construction support to the City of Columbia (CITY) for water main relocations associated with the I-26 widening design-build contract. Scope of Services include construction coordination, observation, commissioning & closeout services. Based on the information provided by the CITY, we understand the I-26 widening project to be underway and the roadway prime contractor is nearing commencement of water relocations.

This Scope includes site visits, construction observation, documentation and assistance to the City to commission the relocated water lines. We understand the roadway project has been let by SCDOT as a single project. This scope is written to augment City staff, as needed, to assist in the construction phase of this “in-contract” project through the SCDOT.

The general location of the project is shown on Figure 1 attached. Our understanding of the relocations planned come from the scoping provided to us by the City of Columbia as Figure 1. These planned relocations as well as our understood construction schedule will serve as the initial basis of the effort for the City.

In general, CONSULTANT will provide the following scope of services:

- Construction Engineering & Inspection Services During Construction

CONSULTANT will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Chao Engineering as our Protégé.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- After award of the construction contract, CONSULTANT will assist the CITY/Design Consultant with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the utility relocation project will be two (2) years with actual construction work being performed in segments throughout this period. For

estimating purposes, actual construction activity of **twenty-four (24) months (730 days)** is assumed for final completion. During these periods of activity, the CONSULTANT anticipates varied observation and contract management needs up to **32 hours** per week to facilitate contractor progress. An increase in the construction schedule may require a Contract Amendment to authorize additional construction-related services.

- 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 site communications to and from the contractor shall go through CONSULTANT. On behalf of the CITY, CONSULTANT will comment on the Contractor's correspondence, and issue instructions from the CITY/Design Consultant;
 - b) Attend a pre-construction 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. One (1) pre-construction meeting is scheduled with each anticipated water relocation sub-contract up to a total of five(5) and twenty-four (24) monthly progress meetings have been budgeted. CONSULTANT will submit meeting minutes of this meeting to the CITY.

820 Submittal & Quantity Tracking 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 assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY/Design Consultant with written comments.

- Request for Information (RFI): CONSULTANT will review and respond to the City/Design Consultant 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/Design Consultant. 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 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 tests required of the 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 monthly quantities from the contractor for concurrence with daily logs. CONSULTANT will then forward quantities to the CITY/Design Consultant for construction progress tracking and accountability.

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/Design Consultant, CONSULTANT, or the Contractor, and advice on revise 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/Design Consultant, 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 will be based on CITY and/or SCDOT requirements.
- 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.
 - 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.

850 Periodic Construction Observation

- Construction Observation: CONSULTANT's Project Representatives will visit the site 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/ Design Consultant 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:
- This scope includes site visits for twenty-four (24) months (104-weeks) by the Project Manager and/or by the Project Inspector.

All Task 800 will be charged hourly and the CITY will be updated by the CONSULTANT on the status of these hours on a monthly basis as part of the monthly status report submitted during monthly invoicing. This status report will include an updated schedule and project of effort needed to finish the project.

TASK 900 – Full Time Construction Inspection

910 Full Time Construction Inspection

- Certain periods of critical construction may require full time inspection services for extended durations to ensure critical infrastructure installation meets CITY standards while protecting service to CITY water customers. It is anticipated that the contract will average out to thirty-two (32) hours per week over the life of the contract, but understood that some weeks will require more than thirty-two hours of services. In the event of prolonged periods of extensive monitoring exceeding the hour allocations established in this contract, CONSULTANT will propose contract amendments as necessary.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will review record drawings in electronic format as approved by the CITY/Design Consultant and in accordance with the CITY's record drawing standards. Record Drawings will be developed based upon As-Built drawings provided to the Consultant by the Contractor.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 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/ Design Consultant. when the CONSULTANT deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the CITY may choose to amend this Agreement so that CONSULTANT may furnish additional services such as those listed below (but not limited to):

- Surveying/SUE services identified as necessary.
- Record Drawings reproduction.

- Professional engineering services related to additional or extended design, bidding, and construction services.
- Redesign resulting from SCDOT roadway and drainage design changes.
- Easement acquisition.
- Public outreach.
- Geotechnical services.

For services rendered under Task 1100 - Additional Services, compensation to the CONSULTANT shall be negotiated with the CITY. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Respond to requests for information and review deliverables in a timely manner.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by CONSULTANT and CITY.
- Provide available data as requested in the agreement.
- Provide the CONSULTANT with the City's applicable technical specifications, standard construction contract, advertisement, general conditions, supplemental conditions, bid forms and other items to facilitate completion of the project.
- Upon CITY acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.

City of Columbia
WM442202 - I-26 Widening Inspection Services - Initial Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	3rd Quarter 7/21 8/21 9/21	4th Quarter 10/2 11/2 12/2	1st Quarter 1/22 2/2 3/22	2nd Quarter 4/22 5/22 6/22	3rd Quarter 7/22 8/22 9/22	4th Quarter 10/2 11/2 12/2	1st Quarter 1/23 2/2 3/23	2nd Quarter 4/23 5/23 6/23	3rd Quarter 7/23 8/23 9/23
1	Task 800 - Engineering Services During Construction	24 mons	Mon 9/20/21	Sat 9/9/23										
2	Task 810 General Administration of Construction Contract	24 mons	Mon 9/20/21	Sat 9/9/23										
3	Task 820 Submittals & Pay Application Review	24 mons	Mon 9/20/21	Sat 9/9/23										
4	Task 830 - Change Management	24 mons	Mon 9/20/21	Sat 9/9/23										
5	Task 840 - Completion Monitoring & Documentation	24 mons	Mon 9/20/21	Sat 9/9/23										
6	Task 850 - Periodic Construction Observation	24 mons	Mon 9/20/21	Sat 9/9/23										
7	Task 1000 - Project Closeout	24 mons	Mon 9/20/21	Sat 9/9/23										
8	Task 1010 - Record Drawings	24 mons	Mon 9/20/21	Sat 9/9/23										
9	Task 1020 - Punch List & Final Inspections	24 mons	Mon 9/20/21	Sat 9/9/23										
10	Task 1040 - Digital Information Submittal	24 mons	Mon 9/20/21	Sat 9/9/23										
11	Task 1060 - SCDHEC PTO	24 mons	Mon 9/20/21	Sat 9/9/23										
12	Task 1100 - Additional Services	24 mons	Mon 9/20/21	Sat 9/9/23										
13	Task 1110 - General Task (As needed)	24 mons	Mon 9/20/21	Sat 9/9/23										

EXHIBIT C
COMPENSATION - City of Columbia
CIP # WM442202
I-26 Widening MM85 to 101
SCDOT Project 029208

Compensation for services provided under Tasks 800 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$. The fee estimate is established on hourly rates as not-to-exceed budgetary values for the duration of the contract.

An estimated breakdown of the fee is shown in the following table:

Tasks	Description	LS/ Hours	Consultant	Protégé (Name)	Total
800	Construction Administration	HR(NTE)	\$129,092.00		\$129,092.00
900	Full Time Construction Observation	HR(NTE)	\$288,836.80	\$110,500.00 (Chao Engineering)	\$399,336.80
1000	Project Closeout	HR(NTE)	\$23,917.13		\$23,917.13
	Project Sub-Totals		\$441,845.93	\$110,500.00	\$552,345.93
	Total of Contract		\$441,845.93	\$110,500.00	\$552,345.93

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. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Chao & Associates, Inc. DUNS# 189168735 CAGE# 3HMY5	V001545	Construction Inspection & Contract Monitoring	\$110,500	20%	SLBE,SBE, MBE,LBE,	AM
				%		
				%		
				%		
				%		
				%		

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 \$ \$110,500.00
TOTAL CONTRACT AMOUNT: \$ 552,345.93

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

Business Name: _ - Michael Baker International, Inc.

Representative Name/Title: Kyle Crager, P.E. / Associate

Date: 6/4/21

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

- 1) Subcontractors Company information (Primary/Main office location)

Chao & Associates, Inc.

Company Name

1728 Main Street

Physical Address

Same as physical

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

803-772-8420

()

Phone number

803-772-9120

()

Fax number

Jimmy Chao

Primary Contact Name

David Chao

Secondary Contact Name

jimmy@chaoinc.com

Primary Contact Email Address

davidc@chaoinc.com

Secondary Contact Email Address

57-0848493

Federal ID #

V0001545

Vendor #



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 6/4/21

Duration of the Project: 24 Months

Project Name: WM442202 I26 Widening CEI

Project Number: WM442202

Mentor: Michael Baker International

Mentor Amount: \$441,845.93

Protégé: Chao & Associates, Inc.

Protégé Amount: \$110,500.00

Project Contract Amount: \$552,345.93

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.

Chao will be contracted as a subconsultant to MBI. The services anticipated for this project will include Chao's water services team. MBI will integrate the Chao team into the construction phase of this project as an extension of MBI staff assigning suitable roles to aid in the development of Chao staff.

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.*

Chao is endeavoring to expand their footprint in the water market by gaining experience on projects such as this one.

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.*

MBI will focus on developing the areas Chao identified in the business plan such as construction software training, monitoring, and reporting training. Integrating the Chao team into the construction administration of the relocated facilities will aid in business development for Chao's Construction Engineering & Inspection service line.



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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: On the project side, MBI will provide the Project Manager, Senior Inspector, and Construction Management staff. MBI will provide necessary equipment to perform the services such as trucks, computers and density testing equipment. MBI will also provide access to our internal construction management software training programs for the development of Chao staff.

Protégé: Chao will provide one construction inspector with occasional assistance from office staff. Chao will provide one truck for their inspection staff, as necessary.

Subcontractors:

Special Arrangements:

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

a. Description of Mentor's responsibilities: Project Management, Program Scheduling, Construction Management, Construction Observation.

b. Description of Protégé's responsibilities on project: Construction observation and reporting.



CITY OF COLUMBIA

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

c. Description of responsibilities that will be completed as a team:
Construction monitoring and contract reporting.

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

24 Months, full duration of the contract.

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

We will schedule quarterly teaming arrangement meetings to assess project progress as it relates to the teaming arrangement and business plan of the protégé.

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

The primary goal for this project is complete the relocation construction while reducing the responsibilities of City staff. The measurable milestone for the successful completion of the relocations would be any required permits to operate for the various relocations. This indicates a successful portion of relocation has been completed. If we are successful in achieving this goal, we believe we will ultimately achieve our team goal of obtaining more projects in the future.

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

Project meetings will occur Monthly with City staff. The Protégé will be involved in this process. Relating to the progress of our teaming arrangement, we will meet quarterly to review our teaming agreement and discuss progress made prior to submitting our quarterly required progress reporting to the City OBO office.

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

11. We anticipate this project being billed on hourly basis. Payment to the Protégé will be based on a 'pay-when-paid' agreement with MBI. Monthly, as hours are accrued, MBI & Chao will be billing the City accordingly.



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

12. List the Subcontractors that will be used on this project, as well as the information requested below, The Subcontractor(s) listed below **will** consist of your Protégé.

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Chao & Associates, Inc.	803-772-8420	7 Clusters Ct, Columbia, SC 29210	MBI	\$110,500.00	MPP	20.0%

Total Subcontractor Amount \$
\$110,500.00

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: \$110,500.00

Percentage of Contract: 20.0%
(Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

Mentor Amount (minus Protégé and Subcontractor(s) contract value): 441,845.93

Mentor Percentage of Contract: 80.0%

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 Michael Baker International, Inc. (Mentor Firm) this 4th day of June 2021.
Corporate SEAL

By: Helen Reneé Tison Digitally signed by Helen Reneé Tison
Date: 2021.06.08 16:27:10 -04'00'
Helen R. Tison, P.E.
Title: Vice President



ATTEST:
By: Terri A. Vojnovich
Terri A. Vojnovich
Title: Assistant Secretary

EXECUTED by Chao and Assoc., Inc. (Protégé Firm) this 17th day of June, 2021.
Corporate SEAL

By: [Signature]
Title: Vice President

ATTEST:
By: Kimberly P. Rin
Title: Office Manager



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance on this 28 day of
June, 20 21.

By: Latonya Germany

Title: Program Compliance Specialist



WM442202 - I-26 WIDENING
VICINITY MAP (BROAD RIVER RD TO
COLUMBIA AVE.

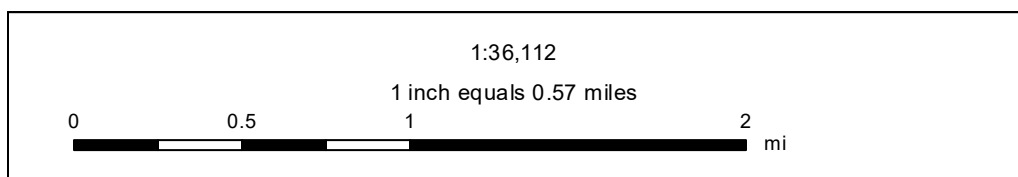


City of Columbia

I-26 WIDENING - COLUMBIA AVE., CHAPIN



I-26 WIDENING - BROAD RIVER RD, IRMO



**CITY OF COLUMBIA
GIS DATA DISCLAIMER**
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 This map was prepared by:
svc_arclgis@ColumbiaSC.net
City of Columbia - GIS Division
Monday, August 23, 2021



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING TEXT AMENDMENT to Amend the text of the Unified Development Ordinance

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Planning Together

PURPOSE:

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

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

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

First reading approval was given on August 17, 2021.

ATTACHMENTS:

- **#a:** TA-2021-0006_UDO_ZoningText (PDF)
- **#b:** UDO Text Amendment July ZPH (PDF)
- **#c:** 2021-062 UDO July 2021 amendment (PDF)

HISTORY:

07/20/21	Columbia City Council	DEFERRED
08/17/21	Columbia City Council	APPROVED ON FIRST READING.



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE

Update Text

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

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

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

ZPH, 1st Reading: 07/20/2021; Pending

2nd Reading: 08/03/2021; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019. An effective date of August 30, 2021 is in place. Staff is proposing amendments to the adopted text to clarify and streamline sections and to conform with new federal regulations regarding wireless communication facilities.

The requested amendments are as follows:

1. Clean up language related to parking requirements for the “Private Dormitory” use
2. Remove special exception requirements for small cell wireless communication facilities on existing support structures
3. Prohibit the establishment of Household Living Uses outside of base residential zoning districts located within the Airport Safety Overlay District

A copy of the adopted code in its entirety can be found at www.weplantogether.org.

STAFF RECOMMENDATION

Staff recommends City Council to approve the request.

- (iii) A minimum of ten percent of the CCRC's land area shall be devoted to outdoor open space, indoor or outdoor recreation facilities, and indoor or outdoor social-oriented amenities, including community centers. Such areas shall be located so as to be safely and conveniently accessible to CCRC residents.
- (iv) Each outdoor area intended for active recreation shall have a minimum area of 5,000 square feet and minimum dimension of 50 feet.
- (v) Each of the major component parts of the CCRC shall comply with the standards applicable to the principal use most closely representing component part, i.e. nursing care facility standards for the skilled nursing services components, residential care facility standards for residential care component, and single-family, two-family, and/or multifamily dwelling standards, as appropriate, for the independent living component.

2. Private Dormitory

- (i) Private dormitories shall comply with the following standards:
 - (a) Not be located within 600 feet of:
 - (a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-1, RM-2, or MU-2 district; or
 - (b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.
 - (b) Have a maximum density of 150 bedrooms per acre; however the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:
 - (a) Uses and activities that will occur in conjunction with the dormitory use;
 - (b) Hours and operation of non-residential services;
 - (c) Security plan including provisions for common and parking areas;
 - (d) Noise control;
 - (e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;
 - (f) Location of entrances and exits;

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

- (g) Location and management of parking for residents and visitors;
- (h) Location of amenities and their relationship and compatibility with adjacent uses.
- (c) There shall not be more than one person occupying a bedroom;
- (d) ~~A minimum of 0.25 parking spaces per bedroom shall be provided.~~ A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.
- (e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;
- (f) An on-site manager shall be on the premises 24 hours a day, seven days a week.
- (g) Comply with any designated historic or design overlay district design guidelines.
- (h) A private dormitory within the DAC or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.
- (ii) A variance from any of the provisions of this section is prohibited;
- (iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

3. Residential Care Facility

If a residential care facility is proposed to be located in a new building or in an existing building that has not been used as a residential care facility within the previous 12 consecutive months, or if an expansion of an existing residential care facility is proposed, the residential care facility or expansion is only allowed as a special exception in accordance with Sec. 17-2.5(e), Special Exception Permit, and upon a finding that the following conditions have been met and made part of the special exception conditions of approval, in addition to the standards for special exceptions set forth in Sec. 17-2.5(e)(4), Special Exception Permit Decision Standards:

(i) Licensing

The owner, operator, or manager shall verify that proper DHEC licensing requirements will be met prior to start of operation.

(ii) Loitering Control Program

The owner, operator, or manager shall verify that a loitering control program will be enforced.

(iii) Neighborhood Communication Program

The owner, operator, or manager shall provide written verification they provided local contact information to the adjoining neighborhood associations or businesses for the documentation of any problems they may have with current business practices that impact adjacent neighborhoods or businesses.

(iv) Business Plan

The owner, operator, or manager shall provide a written business plan that describes, at a minimum, the following:

- (a)** Number of residents;
- (b)** Uses and activities that will occur in conjunction with the use;
- (c)** Security plan;
- (d)** Provisions for transportation of residents to and from the facility; and
- (e)** Staffing information.

4. Rooming House or Boardinghouse

A rooming house or boardinghouse shall comply with the following standards:

- (i)** Rooms for living and sleeping shall:
 - (a)** Not include individual kitchen facilities; and
 - (b)** Be accessed by a common room or hallway, and shall not have individual access to the outside (except for emergency exits).

(2) Public, Civic, and Institutional Uses

a. Communication Uses

1. Wireless Communication Facilities (Cell Tower)

(i) Purpose

The purpose of this section is to ensure that residents, public safety operations, and businesses in the City have reliable access to wireless telecommunications networks and state-of-the-art communications services while also ensuring that the placement of these facilities preserves the intrinsic aesthetic character of the community and is accomplished in accordance with the standards of this section, this Ordinance, and all other applicable provisions of the Code of Ordinances. Any person or company, including those holding franchises granted by the City, must comply with this section when erecting new wireless-communication facilities or

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

adding on to existing facilities. This section applies to towers, and all other wireless communication facilities, and applies to facilities that are or will be located on the public streets, public property, right-of-ways, or on private property. This Section is meant to be consistent with Section 704 of the Telecommunications Act of 1996, Section 6409(a) of the Spectrum Act, and the FCC's interpretations of those Acts.

(ii) Applicability

Any person or company, including those holding franchises granted by the City, must receive approval in accordance with this standards and procedures of this section and Article 2: Administration, before constructing a wireless communication facility (WCF), adding on to existing structures, or otherwise modifying an existing wireless tower or base station.

(iii) Staff Review**(a) Generally**

(a) Prior to any construction, addition, or modification requiring "Zoning Administrator" review in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, a Zoning Permit in accordance with Sec. 17-2.5(q), Zoning Permit, is required.

(b) The Zoning Administrator shall review and make decisions on zoning permit applications for antennas, collocations, certain WCFs, minor modifications to existing structures, and applications for carriers on wheels (COWs) not to last more than 120 days, in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure. Except for eligible facilities requests, which shall be approved by the Zoning Administrator in accordance with Sec. 17-4.2(c)(2)a.1(iii)(b), Eligible Facilities Request, the Zoning Administrator's decision shall be in accordance Sec. 17-4.2(c)(2)a.1(v), Standards for Approval by Zoning Administrator.

(c) If a special exception is required in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, or if the Zoning Administrator determines that the character or size of proposed antennas, collocations, certain WCFs, or minor modifications should require further approval, the

Zoning Administrator shall forward the application to the Board of Zoning Appeals. The Board of Zoning Appeals shall review and make a decision on the application in accordance with Sec. 17-2.5(e), Special Exception Permit, and Sec. 17-4.2(c)(2)a.1(vi), Standards for Approval by Board of Zoning Appeals.

(b) Eligible Facilities Request

The Zoning Administrator shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station, in accordance with Sec. 17-2.5(q), Zoning Permit.

(a) For purposes of this Subsection, a “substantial change” is a modification that substantially changes the physical dimensions of a tower or base station and that meets any of the following criteria:

- I. For towers outside of public rights-of-way, an increase in the height of the tower by more than 10 percent, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater. For those towers in the rights-of-way and for all base stations, an increase in the height of the tower or base station by more than 10 percent or 10 feet, whichever is greater;
- II. For towers outside of public rights-of-way, a modification that protrudes from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater. For those towers in the rights-of-way and for all base stations, a modification that protrudes from the edge of the structure more than six feet;
- III. A modification that involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;
- IV. A modification that entails any excavation or deployment outside the current site of the tower or base station;
- V. A modification that would defeat the existing concealment elements of the tower or base station; or

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

- VI.** A modification that does not comply with conditions associated with the prior approval of construction or modification of the tower or base station unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding “substantial change” thresholds identified above.
- (b)** For purposes of evaluating whether a modification is a “substantial change,” the changes in height resulting from a modification should be measured from the original support structure in cases where the deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act on February 22, 2012.
- (c)** If the Zoning Administrator determines that the application presents a substantial change or is otherwise not covered by Section 6409(a) of the Spectrum Act, the application shall be reviewed and decided as an application that is not an eligible facilities request in accordance with Sec. 17-4.2(c)(2)a.1(iii)(a), above.
- (d)** Notwithstanding the provisions of this section, the City may continue to enforce and condition approval on compliance with generally applicable building, structural, electrical, and other applicable safety codes, and with other laws codifying objective standards reasonably related to health and safety.

(iv) General Wireless Communication Facility (WCF) Standards

- (a)** WCFs may be located in accordance with, and built to a height outlined in Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, and any other applicable subsection.

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (c) Standards for Specific Principal Uses

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
1. New guy-wire communication tower or new lattice communication tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2				
	O-I, GC, RAC				
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225’ [3]	500’	1’ for every 1’ of structure height
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
2. New Monopole Communication Tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Not permitted	N/A		
	O-I, GC, RAC	Special exception	180’	300’	50’
	DAC, MC, NAC, CAC	Zoning Administrator	225’	300’	0’
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225’	300’	0’
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
3. New LOW-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Special exception [4]	60’	District minimum yard setback [6]	District minimum yard setback [6]
	MU-1, RM-2, MU-2	Special exception [4]	80’		
	O-I, GC, RAC	Special exception [4]	100’ [5]		
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
4. New HIGH-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Special exception [4]	180’	300’	District minimum yard setback [6]
	O-I, GC, RAC	Special exception [4]		150’ [7]	
	DAC, MC, NAC, CAC			150’	
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC			150’	
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
5. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure	N/A	0’

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses****TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE**

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
< 40' high and increase or add height < 10'	MU-1, RM-2, MU-2	Zoning Administrator	< 10' above height of existing structure		
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP				
6. Existing structure > 40' high and increase or add height < 10'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure < 10' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2	Zoning Administrator			
	O-I, GC, RAC				
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
7. Existing structure < 40' High and Increase or Add Height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator	Support structure < 20' above height of existing structure	N/A	0'
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
8. Existing structure > 40' high and increase or add height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure < 20' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2	Zoning Administrator			
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
9. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2				

Article 4: Use Regulations
Sec. 17-4.2. Principal Uses
(c) Standards for Specific Principal Uses

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
< 40' high and increase or add height > 20'	O-I, GC, RAC	Zoning Administrator	Support structure < 1 times the height of existing structure	N/A	0'
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
10. Existing structure > 40' High and Increase or Add Height > 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator	Support structure < 40' above height of existing structure	N/A	0'
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			

NOTES:

- [1] Includes the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1, RM-2, MU-1, and MU-2 districts, PUDs that are principally residential, and property zoned similarly within Richland or Lexington Counties.
- [2] A letter from a registered professional structural engineer may be required in accordance with Sec. 17-4.2(c)(2)a.1(iv)(i) below.
- [3] A new guy-wire communication tower or new lattice communication tower having a height of between 225 feet and 300 feet may be only be approved as a special exception.
- [4] Subject to Sec. 17-4.2(c)(2)a.1(vi)(e) below.
- [5] Height may be increased by 30 feet only where the applicant demonstrates to the Board of Zoning Appeals that the additional height is necessary to accommodate the collocation and that the structure is designated and engineered to accommodate additional WCFs.
- [6] See Article 3: Zoning Districts.
- [7] A 300' minimum setback is required from the RSF-1, RSF-2, RSF-3, RD, RD-MV, and RM-1 districts.

- (b) Where a new communication tower or a new stealth WCF would be “visible” from property listed within the National Register of Historic Places, the South Carolina State Historic Preservation Officer shall issue a letter stating that the design would have no adverse effect before the Zoning Administrator shall issue a Zoning Permit. Where a new communication tower or a new stealth WCF would be “visible” from property listed within a locally designated architectural conservation district, historic commercial district, a local individual landmark, or landmark district, staff

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

must review and approve the design of the structure. To determine whether or not a proposed WCF would be “visible” as the term is used above, a line of sight six feet above grade from the property line of any property that would be within a 1,000-foot radius from the proposed WCF shall be applied. Stealth WCFs are considered visible in totality even though the associated wireless communication antenna and/or equipment building or cabinet may not be easily discernible.

- (c) Eight-foot-high fencing shall be provided around any communication tower and associated equipment building or cabinet. Concertina wire, barbed wire, or other similar security devices are expressly prohibited unless the devices are screened entirely with year-round landscaping that achieves the required screening at the time the landscaping is installed.
- (d) Around the base of any communication tower, outside the fencing, at least one row of evergreen shrubs forming a continuous hedge at least five feet in height shall be provided, with individual plantings spaced not more than five feet apart. Additional landscaping, including that associated with off-street parking, is to be provided as required by all other relevant provisions of this article.
- (e) WCFs shall be illuminated only to the extent required by applicable State or federal law or regulation.
- (f) No signage is permitted, except:
 - (a) As required by applicable State or federal law or regulation; or
 - (b) As required by standard industry practice for the purpose of identification, warning, emergency function or contact; and
 - (c) Stealth WCFs that serve as or provide a public amenity may have up to six square feet of signage.
- (g) WCF and equipment that is no longer used for communication purposes shall be removed within 120 days of the date it is taken out of service.
- (h) New communication towers shall be light gray, except as otherwise required by applicable State or federal law or regulation.
- (i) A new communication tower, a new stealth communication WCF, or the support structure necessary to increase the height of an existing structure by more than 20 feet shall be designed such that, in the event the WCF fails structurally, it

would not fall within a public right of way. The Zoning Administrator shall not issue a Zoning Permit for the support structures listed within this subsection until such time the applicant provides a signed letter from a registered professional structural engineer certifying that the proposed WCF is designed to comply with the standards of this subsection.

- (j) Any WCF permitted in the public right-of-way shall be relocated at the expense of the WCF's owner in the event relocation is required due to roadway or utility improvements.
- (k) Nothing in this section abrogates the City's discretion to deny the use of City property or right-of-ways. The City, in its proprietary capacity, retains the discretion to reject or allow such use.
- (l) Notwithstanding Article 7: Nonconformities, a WCF proposed upon an existing structure permitted in accordance with Table 17-4.2(c)(2)a.1 shall not be construed to expand or otherwise exacerbate an existing nonconformity.
- (m) No variance to the requirements of this section shall be granted by Board of Zoning Appeals.
- (n) An existing utility pole located in the right-of-way may be replaced with a new pole of substantially similar height and placement if it provides better structural support or furthers the specific design and/or esthetic efforts of the City.
- (v) Standards for Approval by Zoning Administrator**
 The Zoning Administrator shall approve a proposed WCF on finding all of the following:
 - (a) The proposed WCF complies with the standards in Sec. 17-4.2(c)(2)a.1(iv), General Wireless Communication Facility (WCF) Standards; and
 - (b) The proposed WCF:
 - (a) Emulates an architectural or landscape feature typical of, or appropriate to, the surrounding area;
 - (b) Respects and, to the extent possible, compliments the style, height, bulk mass, material, and color of existing buildings, structures, vegetation, or uses within the surrounding area;
 - (c) Preserves existing vegetation;
 - (d) Preserves scenic view sheds;

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

- (e) Respects existing topography, including minimizing the extent to which the proposed WCF would be a dominant feature upon a hill, crest, ridgeline or other topographical high point;
- (f) Conceals conduit internally and streamlines antenna and equipment;
- (g) Matches the color of the antenna and equipment with existing poles, buildings, and background; and
- (h) Uses decorative metal or fiberglass supports consistent with the redevelopment or aesthetics effort of the area.

(vi) Standards for Approval by Board of Zoning Appeals

In addition to finding the proposed WCF complies with the standards in Sec. 17-2.5(e)(4), Special Exception Permit Decision Standards, the Board of Zoning Appeals shall approve a proposed WCF that requires a special exception upon finding it also complies with the following:

- (a) The standards in Sec. 17-4.2(c)(2)a.1(iv), General Wireless Communication Facility (WCF) Standards; and
- (b) The proposed WCF would not:
 - (a) Endanger the safety of residents, employees, or travelers;
 - (b) Likely result in structural failure;
 - (c) Be located where it would substantially detract from aesthetics and neighborhood character or impair the use of neighboring properties; and
 - (d) Be located within 1,000 feet of another communication tower;
- (c) The proposed user has attempted to co-locate upon existing WCFs;
- (d) The proposed user will allow other users to co-locate upon the WCF in the future subject to the engineering capabilities of the structure; and
- (e) If the proposed WCF is a stealth WCF or an existing WCF upon an existing structure identified in Table 17-4.2(c)(2)a.1 as being subject to this Subsection:
 - (a) The proposed WCF would emulate an architectural or landscape feature typical of, or appropriate to, the surrounding area;
 - (b) The proposed WCF would respect, and to the extent possible compliment, the style, height, bulk, mass,

materials, and color of existing buildings, structures, vegetation or uses within the surrounding area;

- (c) The proposed WCF would preserve existing vegetation;
- (d) The proposed WCF would preserve scenic view sheds; and
- (e) The proposed WCF would respect existing topography, including minimizing the extent to which the proposed WCF would be a dominant feature upon a hill, crest, ridgeline or other topographical high point.

b. Community Service Uses

1. Day Care Facility

Day care facilities shall comply with the following standards:

- (i) Day Care facilities permitted as a principal use shall comply with the South Carolina Department of Social Services Regulations for the licensing of Child Care Centers.
- (ii) Locate outdoor play equipment no closer than 20 feet to any residential lot line.

2. Place of Worship

The City Council may grant modifications of the standards applicable to a place of worship on finding that the modification is necessary to eliminate a substantial burden on religious practice, as guaranteed by the federal Religious Land Use and Institutionalized Persons Act (RLUIPA) of 2000 (42 U.S.C. § 2000 et seq.). In doing so, the Council may impose conditions consistent with RLUIPA that will substantially secure the objectives of the modified standard and substantially mitigate any potential adverse impact on the environment or adjacent development.

c. Parks and Open Space

1. Park or Greenway

A park or greenway shall comply with the following standards:

- (i) All structures and activity areas, including but not limited to outdoor amphitheaters, ball fields, basketball and tennis courts, swimming pools, play grounds, and parking or unloading areas, shall be located a minimum of 50 feet from any residential structure;
- (ii) Height of all structures, including lights, shall not exceed the height limit of the zoning district in which the park or greenway is located; and
- (iii) Service of food and beverages is permitted but shall be limited to service that is incidental to the primary activity of the facility.

UDO TEXT AMENDMENT

Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts (c) OV-A: Airport Safety Overlay District

(a) OV-A: Airport Safety Overlay District

(1) Purpose

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-A District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-A District shall control.

(3) Modifications of Otherwise Applicable Development Standards

a. Maximum Height

No structure or tree within the OV-A shall be erected, altered, allowed to grow, or maintained to a height in excess of 35 feet.

b. Prohibited Uses

The following uses are prohibited within the OV-A District:

1. Conversion of non-residential uses for residential purposes.
2. Any use categorized as Group Living in Table 17-4.2(B)(4).
3. Establishment of Household Living Uses outside of a Residential Base Zoning District

c. Public Notification Requirements

Public disclosure regarding proximity to the airport and potential aircraft operation and noise impacts shall be required in accordance with this Subsection for newly created lots within a subdivision plat when such lots are located within the OV-A district.

1. The following statement shall be recorded on all newly created residential lots: "This property is located within the Airport Safety Overlay District and is subject to aircraft operations and aircraft noise. Please contact the City of Columbia Zoning Division for more information on potential impacts and to review the City's Airport Safety Overlay District regulations."
2. In addition, the subdivision owner shall provide public notice regarding proximity to the airport and potential aircraft operation and noise impacts to all prospective purchasers through a written disclosure statement.

Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts (c) OV-A: Airport Safety Overlay District

(a) OV-A: Airport Safety Overlay District

(1) Purpose

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-A District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-A District shall control.

(3) Modifications of Otherwise Applicable Development Standards

a. Maximum Height

No structure or tree within the OV-A shall be erected, altered, allowed to grow, or maintained to a height in excess of 35 feet.

b. Prohibited Uses

The following uses are prohibited within the OV-A District:

1. Conversion of non-residential uses for residential purposes.
2. Any use categorized as Group Living in Table 17-4.2(B)(4).

3. Establishment of Household Living Uses outside of a Residential Base Zoning District

c. Public Notification Requirements

Public disclosure regarding proximity to the airport and potential aircraft operation and noise impacts shall be required in accordance with this Subsection for newly created lots within a subdivision plat when such lots are located within the OV-A district.

1. The following statement shall be recorded on all newly created residential lots: "This property is located within the Airport Safety Overlay District and is subject to aircraft operations and aircraft noise. Please contact the City of Columbia Zoning Division for more information on potential impacts and to review the City's Airport Safety Overlay District regulations."

2. In addition, the subdivision owner shall provide public notice regarding proximity to the airport and potential aircraft operation and noise impacts to all prospective purchasers through a written disclosure statement.

Article 4: Use Regulations Sec. 17-4.2. Principal Uses (c)(1)b.2. Standards for Specific Principle Uses, Residential Uses, Group Living Uses, Private Dormitory

2. Private Dormitory

(i) Private dormitories shall comply with the following standards:

(a) Not be located within 600 feet of:

(a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-1, RM-2, or MU2 district; or

(b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.

(b) Have a maximum density of 150 bedrooms per acre; however the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:

(a) Uses and activities that will occur in conjunction with the dormitory use;

(b) Hours and operation of non-residential services;

(c) Security plan including provisions for common and parking areas;

(d) Noise control;

(e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;

(f) Location of entrances and exits;

(g) Location and management of parking for residents and visitors;

(h) Location of amenities and their relationship and compatibility with adjacent uses.

(c) There shall not be more than one person occupying a bedroom;

(d) ~~A minimum of 0.25 parking spaces per bedroom shall be provided.~~ A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.

(e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;

(f) An on-site manager shall be on the premises 24 hours a day, seven days a week.

(g) Comply with any designated historic or design overlay district design guidelines.

(h) A private dormitory within the DAC or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.

(ii) A variance from any of the provisions of this section is prohibited;

(iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

Article 4: Use Regulations Sec. 17-4.2. Principal Uses (c)(2) Standards for Specific Principle Uses, Public, Civic, and Institutional Uses- Table 17-4.2(C)(2)A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)	
1. New guy-wire communication tower or new lattice communication tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A			
	MU-1, RM-2, MU-2					
	O-I, GC, RAC					
	DAC, MC, NAC, CAC					
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225' [3]	500'	1' for every 1' of structure height	
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A			
2. New Monopole Communication Tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A			
	MU-1, RM-2, MU-2	Not permitted	N/A			
	O-I, GC, RAC	Special exception	180'	300'	50'	
	DAC, MC, NAC, CAC	Zoning Administrator	225'	300'	0'	
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225'	300'	0'	
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A			
3. New LOW-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Special exception [4]	60'	District minimum yard setback [6]	District minimum yard setback [6]	
	MU-1, RM-2, MU-2	Special exception [4]	80'			
	O-I, GC, RAC	Special exception [4]	100' [5]			
	DAC, MC, NAC, CAC					
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC					
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.				
4. New HIGH-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A			
	MU-1, RM-2, MU-2	Special exception [4]	180'	300'	District minimum yard setback [6]	
	O-I, GC, RAC	Special exception [4]		150' [7]		
	DAC, MC, NAC, CAC			150'		
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC			150'		
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.				
5. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure	N/A	0'	

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE								
SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)			
< 40’ high and increase or add height < 10’	MU-1, RM-2, MU-2	Zoning Administrator Special Exception [4]	< 10’ above height of existing structure					
	O-I, GC, RAC	Zoning Administrator						
	DAC, MC, NAC, CAC							
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC							
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.						
6. Existing structure > 40’ high and increase or add height < 10’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator for co-location upon existing communication towers and no increase to height of tower; otherwise special exception	Support structure < 10’ above height of existing structure	N/A	0’			
	MU-1, RM-2, MU-2							
	O-I, GC, RAC	Zoning Administrator						
	DAC, MC, NAC, CAC							
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC							
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.						
	7. Existing structure < 40’ High and Increase or Add Height > 10’ and < 20’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1				Not permitted	N/A	
MU-1, RM-2, MU-2		Zoning Administrator Special Exception [4]	Support structure < 20’ above height of existing structure	N/A	0’			
O-I, GC, RAC		Zoning Administrator Special Exception						
DAC, MC, NAC, CAC								
LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC								
OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP		As permitted above with staff review subject all requirements of this Section.						

8. Existing structure > 40' high and increase or add height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator Special Exception [4]	Support structure < 20' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2	Zoning Administrator Special Exception [4]			
	O-I, GC, RAC	Zoning Administrator Special Exception [4]			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
9. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2				

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
< 40' high and increase or add height > 20'	O-I, GC, RAC	Zoning Administrator Special Exception [4]	Support structure < 1 times the height of existing structure	N/A	0'
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
10. Existing structure > 40' High and Increase or Add Height > 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator Special Exception [4]	Support structure < 40' above height of existing structure	N/A	0'
	O-I, GC, RAC				
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			

NOTES:

- [1] Includes the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1, RM-2, MU-1, and MU-2 districts, PUDs that are principally residential, and property zoned similarly within Richland or Lexington Counties.
- [2] A letter from a registered professional structural engineer may be required in accordance with Sec. 17-4.2(c)(2)a.1(iv)(i) below.
- [3] A new guy-wire communication tower or new lattice communication tower having a height of between 225 feet and 300 feet may be only be approved as a special exception.
- [4] Subject to Sec. 17-4.2(c)(2)a.1(vi)(e) below.
- [5] Height may be increased by 30 feet only where the applicant demonstrates to the Board of Zoning Appeals that the additional height is necessary to accommodate the collocation and that the structure is designated and engineered to accommodate additional WCFs.
- [6] See Article 3: Zoning Districts.
- [7] A 300' minimum setback is required from the RSF-1, RSF-2, RSF-3, RD, RD-MV, and RM-1 districts.

ORDINANCE NO.: 2021-062

Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2)A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2)A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure are amended to read as follows:

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(c) OV-A: Airport Safety Overlay District****(1) Purpose**

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-A District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-A District shall control.

(3) Modifications of Otherwise Applicable Development Standards**a. Maximum Height**

No structure or tree within the OV-A shall be erected, altered, allowed to grow, or maintained to a height in excess of 35 feet.

b. Prohibited Uses

The following uses are prohibited within the OV-A District:

1. Conversion of non-residential uses for residential purposes.
2. Any use categorized as Group Living in Table 17-4.2(B)(4).

3. Establishment of Household Living Uses outside of a Residential Base Zoning District**c. Public Notification Requirements**

Public disclosure regarding proximity to the airport and potential aircraft operation and noise impacts shall be required in accordance with this Subsection for newly created lots within a subdivision plat when such lots are located within the OV-A district.

1. The following statement shall be recorded on all newly created residential lots: "This property is located within the Airport Safety Overlay District and is subject to aircraft operations and aircraft noise. Please contact the City of Columbia Zoning Division for more information on potential impacts and to review the City's Airport Safety Overlay District regulations."

2. In addition, the subdivision owner shall provide public notice regarding proximity to the airport and potential aircraft operation and noise impacts to all prospective purchasers through a written disclosure statement.

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principle Uses****(1) Residential Uses****b. Group Living Uses****2. Private Dormitory**

(i) Private dormitories shall comply with the following standards:

(a) Not be located within 600 feet of:

(a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-1, RM-2, or MU2 district; or

(b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.

(b) Have a maximum density of 150 bedrooms per acre; however, the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:

(a) Uses and activities that will occur in conjunction with the dormitory use;

- (b) Hours and operation of non-residential services;
 - (c) Security plan including provisions for common and parking areas;
 - (d) Noise control;
 - (e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;
 - (f) Location of entrances and exits;
 - (g) Location and management of parking for residents and visitors;
 - (h) Location of amenities and their relationship and compatibility with adjacent uses.
-
- (c) There shall not be more than one person occupying a bedroom;
 - (d) ~~A minimum of 0.25 parking spaces per bedroom shall be provided.~~ A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.
 - (e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;
 - (f) An on-site manager shall be on the premises 24 hours a day, seven days a week.
 - (g) Comply with any designated historic or design overlay district design guidelines.
 - (h) A private dormitory within the DAC or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.
 - (ii) A variance from any of the provisions of this section is prohibited;
 - (iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYP E OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
1. New guy-wire communication tower or new lattice communication tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-MU-1, RM-2, MU-2	Not permitted	N/A		
	O-I, GC, RAC				
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,		Zoning Administrator	225' [3]	500'
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
	2. New Monopole Communication Tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-MU-1, RM-2, MU-2	Not permitted	N/A	
O-I, GC, RAC		Special exception	180'	300'	50'
DAC, MC, NAC, CAC		Zoning Administrator	225'	300'	0'
LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,		Zoning Administrator	225'	300'	0'
OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP		Not permitted	N/A		
3. New LOW- PROFILE stealth wireless communication facility (aka cell tower)		LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-MU-1, RM-2, MU-2	Special exception [4]	60'	District minimum yard setback [6]
	O-I, GC, RAC	Special exception [4]	80'		
	DAC, MC, NAC, CAC	Special exception [4]	100' [5]		
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
	4. New HIGH-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-MU-1, RM-2, MU-2	Not permitted	N/A	
O-I, GC, RAC		Special exception [4]	180'	300'	District minimum yard setback [6]
DAC, MC, NAC, CAC		Special exception [4]		150' [7]	
LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				150'	
OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP				150'	
As permitted above with staff review subject all requirements of this Section.					
5. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Zoning Administrator	Support structure	N/A	0'

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYP E OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)				
< 40’ high and increase or add height < 10’	MU-1, RM-2, MU-2	Zoning Administrator Special Exception [4]	< 10’ above height of existing structure						
	O-I, GC, RAC	Zoning Administrator							
	DAC, MC, NAC, CAC								
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,								
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP					As permitted above with staff review subject all requirements of this Section.			
6. Existing structure > 40’ high and increase or add height < 10’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-MU-1, RM-2, MU-2	Zoning Administrator for co-location upon existing communication towers and no increase to height of tower; otherwise special exception	Support structure < 10’ above height of existing structure	N/A	0’				
	O-I, GC, RAC	Zoning Administrator							
	DAC, MC, NAC, CAC								
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,								
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP					As permitted above with staff review subject all requirements of this Section.			
	7. Existing structure < 40’ High and Increase or Add Height > 10’ and < 20’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-MU-1, RM-2, MU-2				Not permitted	N/A		
		MU-1, RM-2, MU-2				Zoning Administrator Special Exception [4]	Support structure < 20’ above height of existing structure	N/A	0’
O-I, GC, RAC		Zoning Administrator Special Exception							
DAC, MC, NAC, CAC									
LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,									
OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP			As permitted above with staff review subject all requirements of this Section.						

8. Existing structure > 40' high and increase or add height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator Special Exception {4}	Support structure < 20' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2	Zoning Administrator Special Exception {4}			
	O-I, GC, RAC	Zoning Administrator Special Exception {4}			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
	9. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Not permitted	N/A	
MU-1, RM-2, MU-2					

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYP E OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
< 40’ high and increase or add height > 20’	O-I, GC, RAC	Zoning Administrator Special Exception [4]	Support structure < 1 times the height of existing structure	N/A	0’
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP				
	As permitted above with staff review subject all requirements of this Section.				
10. Existing structure > 40’ High and Increase or Add Height > 20’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator Special Exception [4]	Support structure < 40’ above height of existing structure	N/A	0’
	O-I, GC, RAC				
	DAC, MC, NAC, CAC	Zoning Administrator Special Exception [4]			
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			

NOTES:

- [1] Includes the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1, RM-2, MU-1, and MU-2 districts, PUDs that are principally residential, and property zoned similarly within Richland or Lexington Counties.
- [2] A letter from a registered professional structural engineer may be required in accordance with Sec. 17-4.2(c)(2)a.1(iv)(i) below.
- [3] A new guy-wire communication tower or new lattice communication tower having a height of between 225 feet and 300 feet may be only be approved as a special exception.
- [4] Subject to Sec. 17-4.2(c)(2)a.1(vi)(e) below.
- [5] Height may be increased by 30 feet only where the applicant demonstrates to the Board of Zoning Appeals that the additional height is necessary to accommodate the collocation and that the structure is designated and engineered to accommodate additional WCFs.
- [6] See Article 3: Zoning Districts.
- [7] A 300' minimum setback is required from the RSF-1, RSF-2, RSF-3, RD, RD-MV, and RM-1 districts.

A copy of the "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019" is attached hereto and incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333, or viewed online at <http://www.weplantogether.org>.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2021-067 Fifth Supplemental Ordinance Providing for the Issuance and Sale of a City of Columbia, South Carolina Special Obligation Refunding Bond (Hospitality Fee Pledge), Series 2021, in the aggregate Principal Amount of Not Exceeding \$31,000,000 in Order to Refund all or a Portion of the City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, Authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the Bond; Prescribing the Form and Details of Such Bond; and Other Matters Relating Thereto

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Planning Together

PURPOSE:

First reading approval was given on August 17, 2021.

ATTACHMENTS:

- **#a:** 2021-067 Fifth Supplemental Hospitality Fee Pledge (2021) (PDF)
- **#b:** 2021-067 Fifth Supplemental Hospitality Fee Pledge (2021) blacklined (PDF)
- **#c:** 2021-067 Fifth Supplemental Hospitality Fee Pledge (2021) Revised (PDF)

HISTORY:

08/17/21

Columbia City Council

APPROVED ON FIRST READING.

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to amend Ordinance No. 2021-067 to reflect a Principal Amount of Not to Exceed \$31,000,000.

CITY OF COLUMBIA, SOUTH CAROLINA

FIFTH SUPPLEMENTAL ORDINANCE NO. 2021-067

PROVIDING FOR THE ISSUANCE AND SALE OF A CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION REFUNDING BOND (HOSPITALITY FEE PLEDGE), SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$31,000,000, IN ORDER TO REFUND ALL OR A PORTION OF THE CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION BONDS (HOSPITALITY FEE PLEDGE), SERIES 2014; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BOND; PRESCRIBING THE FORM AND DETAILS OF SUCH BOND; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2021

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 2011-63 (the "General Bond Ordinance") enacted by the City Council (the "Council") of the City of Columbia, South Carolina (the "City"), on August 30, 2011 (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the "Ordinance") (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Fifth Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

"2021 Bond" shall mean the City of Columbia, South Carolina, Special Obligation Bond (Hospitality Fee Pledge), Series 2021, or such other appropriate series designation, in the principal amount of not exceeding \$31,000,000 authorized to be issued hereunder.

"Bonds of 2012" shall mean the \$14,825,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2012, which are outstanding in the principal amount of \$5,065,000 as of the date of this Fifth Supplemental Ordinance.

"Bonds of 2014" shall mean the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, which are outstanding in the principal amount of \$26,175,000 as of the date of this Fifth Supplemental Ordinance.

"Bonds of 2017" shall mean the \$1,460,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2017, which are outstanding in the principal amount of \$1,080,000 as of the date of this Fifth Supplemental Ordinance.

"Bonds to be Refunded" shall mean all or a portion of the Bonds of 2014 selected by the City Manager pursuant to Section 6(a)(8) hereof, to be refinanced with the 2021 Bond.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Escrow Agent" shall mean Regions Bank, in its capacity as Paying Agent for the Bonds of 2014.

"Escrow Agreement" shall mean the Escrow Deposit Agreement dated the date of its execution between the City and the Escrow Agent.

"Escrow Fund" shall mean the fund of that name created pursuant to the Escrow Agreement.

"First Supplemental Ordinance" shall mean First Supplemental Ordinance No. 2011-68 enacted by the Council on August 30, 2011, authorizing the Bonds of 2012.

"Fifth Supplemental Ordinance" shall mean this Fifth Supplemental Ordinance No. 2021-___, authorizing the 2021 Bond.

"Interest Payment Date" shall mean any February 1 of each year, commencing February 1, 2022, or such other date(s) as selected by the Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Services or any two of them acting together, pursuant to Section 6(a)(4) hereof.

“Outstanding Parity Bonds” shall have the meaning give to such term in Section 4.

“Paying Agent” shall mean Regions Bank, as paying agent for the 2021 Bond.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a).

“Purchaser” shall mean the purchaser of the 2021 Bond, as determined pursuant to Section 6(a)(8).

“Registrar” shall mean Regions Bank, as registrar for the 2021 Bond.

“Second Supplemental Ordinance” shall mean Second Supplemental Ordinance No. 2014-052 enacted by the Council on July 15, 2014, authorizing the Bonds of 2014.

“Third Supplemental Ordinance” shall mean Third Supplemental Ordinance No. 2017-051 enacted by the Council on June 20, 2017, authorizing the Bonds of 2017.

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) The Ordinance, the Bond Act and the Hospitality Fee Act authorize the City to issue Bonds in order to finance the Costs of Acquisition and Construction of Projects (as such terms are defined in the General Bond Ordinance) and to refinance indebtedness incurred in connection therewith. This Fifth Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The 2021 Bond constitutes and is a “Bond” within the meaning of the quoted word as defined and used in the Ordinance.

(c) The Hospitality Fees pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than: (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the First Supplemental Ordinance for the payment and security of the Bonds of 2012; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Second Supplemental Ordinance for the payment and security of the Bonds of 2014; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Third Supplemental Ordinance for the payment and security of the Bonds of 2017; and (iv) the lien and charge thereof and pledge thereof created by the General Bond Ordinance and this Fifth Supplemental Ordinance for the payment and security of the 2021 Bond.

(d) There does not exist an Event of Default (as defined in the General Bond Ordinance), nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) Based on current market conditions, the Bonds to be Refunded can be refinanced for a substantial savings and the estimated cost of refunding the Bonds to be Refunded, taking into account the 2021 Bond and other available sources, does not exceed \$31,000,000.

(f) The City proposes to issue the 2021 Bond for one or more of the principal purposes: (1) refinancing the Bonds to be Refunded and (2) paying the costs of issuing the 2021 Bond.

(g) It is necessary and in the best interest of the City to authorize the issuance of the 2021 Bond in the aggregate principal amount of not exceeding \$31,000,000 in accordance with the Bond Act, the Hospitality Fee Act, the Ordinance and this Fifth Supplemental Ordinance for the purposes set forth above.

Section 3. Authorization of 2021 Bond.

(a) There is hereby authorized to be issued a Bond (as such term is defined in the General Bond Ordinance), designated "City of Columbia, South Carolina, Special Obligation Bond (Hospitality Fee Pledge), Series 2021" (the "2021 Bond"), in the aggregate principal amount of not exceeding \$31,000,000; provided that the 2021 Bond shall be numbered and lettered in such a fashion as to maintain a proper record thereof and its name may be revised to reflect the purposes of issuance, taxable or tax-exempt status and year of issuance, as appropriate. The proceeds of the 2021 Bond shall be used for the purposes set forth in Section 2(f) hereof.

The 2021 Bond shall bear interest at the rates per annum and mature on the date(s) and in the principal amount(s) (the "Principal Payment Dates"), all as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6(a)(4) hereof.

(b) The 2021 Bond shall originally be dated its date of delivery, or such other date as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 6(a)(1) hereof, and shall be issued in fully registered form, as a single bond representing the entire principal amount of the 2021 Bond, in the name of the Purchaser.

The 2021 Bond shall be subject to redemption prior to maturity, whether at the option of the City or upon the occurrence of some event, in whole or in part, at the times and at the redemption prices (expressed as a percentage of principal amount of the 2021 Bond to be redeemed), all as shall be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6(a)(5) hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

(c) Principal of and redemption premium, if any, on the 2021 Bond shall be payable at the designated corporate trust office of the Paying Agent. Interest on the 2021 Bond shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, and in the case of a Holder of \$1,000,000 or more in principal amount of 2021 Bond, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder. Payment of the principal of and interest on such 2021 Bond may be payable to the Holder thereof without presentation and surrender of such 2021 Bond.

(d) The 2021 Bond shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the numbers, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance, taxable or tax-exempt status (or conversion provisions related thereto) and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Fifth Supplemental Ordinance. The 2021 Bond shall be executed in the name and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual

or facsimile signature of the City Clerk under the seal of the City impressed, imprinted or reproduced thereon (or a facsimile thereof).

(e) A copy of the approving opinion to be rendered on the 2021 Bond shall be printed on the back of such 2021 Bond, preceding the same a certificate shall appear, which shall be signed on behalf of the City by a facsimile signature of the City Clerk. Such certificate shall be in the form substantially as follows:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and a copy of which is on file with the City.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

Section 4. Payment of and Security for the 2021 Bond. The 2021 Bond, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Hospitality Fees of the City in accordance with the provisions of this Fifth Supplemental Ordinance. Subject to Section 6 hereof, the 2021 Bond shall be secured by a pledge of Hospitality Fees, which pledge shall be on a parity with the pledge of Hospitality Fees securing the payment of the Bonds of 2012, the Bonds of 2014, the Bonds of 2017 (collectively, the "Outstanding Parity Bonds") and any other Bonds (as defined in the General Bond Ordinance) issued in compliance with the provisions of the General Bond Ordinance.

The 2021 Bond does not constitute an indebtedness of the City within any State constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation. The 2021 Bond shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues thereof, other than the aforesaid Hospitality Fees of the City. No recourse shall be had for the payment of the 2021 Bond or the interest thereon against the general fund of the City, nor shall the credit or taxing power of the City be deemed to be pledged thereto. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of or interest on the 2021 Bond.

Section 5. 2021 Bond Proceeds Fund and 2021 Debt Service Fund.

(a) There is hereby created and established the 2021 Bond Proceeds Fund, which shall be held by the City or by a Custodian. If the 2021 Bond Proceeds Fund is held by a Custodian, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone, is authorized and directed to negotiate, execute and deliver such agreements or other agreements with such bank or other financial institution as may be necessary or desirable in connection therewith. The moneys on deposit in the 2021 Bond Proceeds Fund shall be used and applied to pay Costs of Issuance incidental to the issuance and sale of the 2021 Bond.

Moneys held for the credit of the 2021 Bond Proceeds Fund shall be invested to the fullest extent

practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such account. The provisions of Section 6.10 of the General Bond Ordinance relating to the investment of funds are incorporated herein as if fully set forth herein.

Withdrawals from the 2021 Bond Proceeds Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the 2021 Bond Proceeds Fund, such excess shall be paid into the 2021 Debt Service Fund and shall be used only for the payment of the principal of and interest on the related 2021 Bond.

(b) In accordance with Section 6.6 of the General Bond Ordinance, the 2021 Debt Service Fund is hereby directed to be established by the Trustee on the date of the original delivery of the 2021 Bond for the benefit of the Holders of the 2021 Bond. Moneys held for the credit of the 2021 Debt Service Fund may be invested in Permitted Investments.

Section 6. Sale and Issuance of 2021 Bond; Approval of Purchaser.

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to undertake any one or more of the following actions: (1) determine the original issue date of the 2021 Bond; (2) determine the aggregate principal amount of the 2021 Bond, if less than authorized by this Fifth Supplemental Ordinance, and the principal amounts of each maturity thereof; (3) determine whether the 2021 Bond will be initially issued on a taxable or tax-exempt basis; (4) determine the Interest Payment Dates, including the initial Interest Payment Date, and the Principal Payment Dates for the 2021 Bond; (5) determine the initial optional redemption terms and redemption price of the 2021 Bond; (6) determine the initial interest rate for the 2021 Bond; (7) select the Purchaser and determine that the Purchaser's proposal of terms, if any (the "Proposal"), is fair and reasonable and in the best interest of the City; (8) determine the Bonds to be Refunded; and (9) agree to any other terms, provisions and matters necessary or advisable to effect the issuance of the 2021 Bond or the subsequent conversion or adjustment of any such initial terms.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and directed to negotiate, execute and deliver the Proposal, and to take all actions, based upon advice of counsel, including the preparation and dissemination of requests for proposals and the preparation, publication and/or distribution of information, offering documents or private placement memoranda, all relating to the City, the 2021 Bond and the Hospitality Fees, to solicit interest and receive offers from financial institutions and institutional investors to purchase the 2021 Bond in a private offering (which, in all events, upon advice of counsel, may be in lieu of the Proposal), and to accept such offer which is in the best interest of the City and execute such documents as may be necessary in connection therewith. Any actions of the City and its authorized representatives taken prior to the date of this Fifth Supplemental Ordinance, in connection with the negotiation, execution and delivery of the Proposal, and the selection of the Purchaser, are hereby ratified, confirmed and approved. In the event of a conflict in the terms and provisions of such Proposal or other offers received from financial institutions and institutional investors and the General Bond Ordinance, this Fifth Supplemental Ordinance and any other documents authorized hereunder (collectively, the "Other Documents"), the terms and provisions of the General Bond Ordinance, this Fifth Supplemental Ordinance and the Other Documents shall prevail.

(c) A copy of this Fifth Supplemental Ordinance shall be filed with the minutes of the meeting

at which this Fifth Supplemental Ordinance was enacted.

(d) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City hereunder and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the 2021 Bond.

(e) The Council hereby authorizes the Mayor and the City Manager, or either of them acting alone, or their designees to negotiate the terms of, and execute, in the name and on behalf of the City, and deliver investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the 2021 Bond, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the City, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

Section 7. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded.

A portion of the proceeds of the 2021 Bond shall be used, together with amounts on deposit in the debt service fund and/or debt service reserve fund for the Bonds to be Refunded, for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the Bonds to be Refunded, at the redemption price thereof, together with accrued interest on such Bonds to be Refunded up to and including such maturity dates and any redemption date therefor.

The Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Services, or any of them acting alone, is hereby authorized and directed for and on behalf of the City to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Fifth Supplemental Ordinance, including the execution and delivery of the Escrow Agreement. The Escrow Agreement shall be dated the date of delivery of the 2021 Bond.

Section 8. Disposition of Proceeds of 2021 Bond and Certain Other Moneys. The proceeds derived from the sale of the 2021 Bond, net of any fees payable to the purchaser thereof, shall be deposited with (or at the order of) the City, the Trustee, the Escrow Agent or the Custodian, as applicable, and used for the following purposes:

(a) A portion of the proceeds thereof shall be deposited with the Escrow Agent pursuant to the Escrow Agreement.

(b) A portion of the proceeds thereof shall be deposited with the Custodian into the 2021 Bond Proceeds Fund established in Section 5(a) hereof.

The respective amounts specified in this Section 8 shall be determined by the City upon delivery of the 2021 Bond.

Section 9. Federal Tax Covenant. If the 2021 Bond is issued as or converted into a tax-exempt obligation (a "Tax-Exempt Bond"), the City hereby covenants and agrees with the Purchaser that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bond to become includable in the gross income of the Purchaser for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance or conversion, as applicable, of the Tax-Exempt Bond and that no use of the proceeds of the Tax-Exempt Bond shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt

Bond would have caused the Tax-Exempt Bond to be an “arbitrage bond,” as defined in the Code; and to that end the City hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax-Exempt Bond is Outstanding;
- (b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

Section 10. Designation of Trustee, Registrar and Paying Agent.

Pursuant to the Ordinance, the Trustee is Regions Bank. The Council hereby designates Regions Bank as the Registrar and Paying Agent for the 2021 Bond. The Registrar and Paying Agent shall signify their acceptances of their respective duties upon delivery of the 2021 Bond.

Section 11. Continuing Disclosure. If the 2021 Bond is issued as or converted into a Tax-Exempt Bond and for so long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended (“Section 11-1-85”), the City covenants that it will file with a central repository for availability in the secondary bond market when requested:

- (a) An annual independent audit, within 30 days of the City’s receipt of the audit; and
- (b) Event-specific information within 30 days of an event adversely affecting more than 5% percent of Hospitality Fees or the City’s tax base.

If applicable, the City hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure or reporting certificate as may be required by Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission or necessary for the consummation of the issuance of the 2021 Bond as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel.

The only remedy for failure by the City to comply with the covenant of this Section 11 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an “Event of Default” under the Ordinance or this Fifth Supplemental Ordinance. The City specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of any Holder of the 2021 Bond.

Section 12. Further Actions. The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services and the City Clerk are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate the initial issuance and subsequent conversion, if applicable, of the 2021 Bond and the refunding of the Bonds to be Refunded. To that end, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services of the City, or any of them acting alone, are hereby authorized and directed to negotiate and execute such agreements, certificates, notices or documents as may be necessary or desirable to effect the purposes of this Fifth Supplemental Ordinance.

EXHIBIT A

FORM OF 2021 BOND

CITY OF COLUMBIA, SOUTH CAROLINA
 SPECIAL OBLIGATION REFUNDING BOND
 (HOSPITALITY FEE PLEDGE), SERIES 2021

No. R-____

Interest RateMaturity DateIssue Date

(As set forth in Schedule I herein)

Registered Holder:

Principal Amount:

THE CITY OF COLUMBIA, SOUTH CAROLINA (the "City") a public body corporate and politic and a political subdivision of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above or registered assigns, the Principal Amount on the Maturity Date (each as set forth or referenced above), unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, and to pay interest thereon at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve (12) 30-day months), until the obligation of the City with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond shall be payable in annual installments on February 1 of each year beginning February 1, 2022 (each, an "Interest Payment Date"), until maturity or earlier redemption. All payments shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month (each, a "Record Date") preceding each Interest Payment Date or Principal Payment Date (as defined in the hereinafter defined Ordinances). The payments shall be payable by check or draft mailed at the times provided herein to the person in whose name this Bond is registered at the address shown on the registration books of the City held by Regions Bank, as registrar (the "Registrar"), or, in the case of a Registered Holder of \$1,000,000 or more in principal amount of this Bond, by wire transfer to on account within the continental United States upon the timely receipt of a written request of such Registered Holder. The payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17 AND CHAPTER 1, ARTICLE 7, AND TITLE 11, CHAPTER 21, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED (COLLECTIVELY, THE "ACT"); THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (EXCEPT ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUE DERIVED OTHER THAN A TAX OR LICENSE) OR STATUTORY LIMITATION. THE CITY IS NOT OBLIGATED TO PAY ANY OF THIS BOND OR THE INTEREST THEREON EXCEPT FROM HOSPITALITY FEES (AS DEFINED IN THE HEREINAFTER DEFINED BOND ORDINANCES). THIS BOND IS NOT A GENERAL OBLIGATION OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL CREDIT NOR TAXING POWERS OF THE CITY, THE STATE OR ANY

Section 13. Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Fifth Supplemental Ordinance.

Section 14. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Fifth Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 15. Severability. If any sections, phrase, sentence or portion of this Fifth Supplemental Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not attest the validity of the remaining portions thereof.

Section 16. Effective Date. This Fifth Supplemental Ordinance shall be effective upon its enactment by the City Council for the City of Columbia, South Carolina.

Enacted by the City Council of the City of Columbia, South Carolina, this ___ day of _____, 2021.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2021

Date of Second Reading: _____, 2021

APPROVED AS TO FORM



Legal Department City of Columbia, SC

POLITICAL SUBDIVISION THEREOF.

This Bond is issued pursuant to and in accordance with the Constitution and statutes of the State, including particularly the Act, General Bond Ordinance No. 2011-63 duly enacted by the Council on August 30, 2011, as amended and supplemented (as so amended and supplemented, the "Bond Ordinances"), including as supplemented particularly by Fifth Supplemental Ordinance No. 2021-____ duly enacted by the City Council of the City (the "Council") on _____, 2021 (the "Fifth Supplemental Ordinance" and, together with the Bond Ordinances, the "Ordinances") for the purpose of: (1) refinancing all or a portion of the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, and (2) paying the costs of issuing the 2021 Bond, as more particularly permitted by the Fifth Supplemental Ordinance.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Ordinances. Certified copies of the Fifth Supplemental Ordinance and the Bond Ordinances are on file with the City and in the office of the Clerks of Court for Richland and Lexington Counties, South Carolina.

The Ordinances contain provisions defining terms, set forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the Ordinances; set forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the Holder hereof with respect thereto; set forth the terms and conditions upon which and the extent to which the Ordinances may be altered, modified and amended; set forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and set forth the terms and conditions upon which the pledge made in the Ordinances for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Ordinances. Reference is hereby made to the Ordinances to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Ordinances shall be a contract with the holder of this Bond.

This Bond and the interest thereon is a special obligation of the City and is secured by and payable solely from a pledge of the Hospitality Fees imposed and collected by the City, which pledge is on a parity with the pledge thereof securing the \$14,825,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2012, the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, the \$1,460,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2017, and any other Bonds (as defined in the Bond Ordinances) issued hereafter.

This Bond and the interest hereon is exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This Bond is transferable only upon the registration books of the City kept for that purpose and maintained by the Registrar, by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the

charges, if any, incurred as a consequence thereof. Thereupon a Bond of the same principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor. The City, the Trustee and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

[Conversion Provisions, as applicable]

For every exchange or transfer of this Bond, the City, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

[Redemption Provisions, as applicable]

In the event this Bond or a portion thereof is called for redemption, the City shall give notice of redemption by first-class mail, postage prepaid, to the Holder hereof as shown on the Books of Registry of the City not less than _____ days prior to the date fixed for the redemption thereof. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment thereof shall be duly made or provided for, interest hereon shall cease or accrue from and after the redemption date hereof.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, THE CITY OF COLUMBIA, SOUTH CAROLINA has caused this Bond to be signed by the manual or facsimile signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the manual or facsimile signature of its City Clerk.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

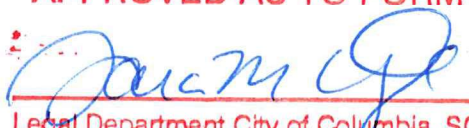
CERTIFICATE OF AUTHENTICATION

This Bond is the 2021 Bond described in the within mentioned Fifth Supplemental Ordinance.

Regions Bank, as Trustee

By: _____
Its: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and a copy of which is on file with the City.

THE CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

STAMP Language

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed
By an institution which is a participant in the
Securities Transfer Agent Medallion Program
(STAMP) or similar program.

NOTICE: The signature to this assignment
must correspond with name as it appears
upon the face of the within bond in every
particular, without alteration or enlargement
or any change whatever.

CITY OF COLUMBIA, SOUTH CAROLINA

FIFTH SUPPLEMENTAL ORDINANCE NO. 2021-~~067~~

PROVIDING FOR THE ISSUANCE AND SALE OF A CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION REFUNDING BOND (HOSPITALITY FEE PLEDGE), SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$31,000,000, IN ORDER TO REFUND ALL OR A PORTION OF THE CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION BONDS (HOSPITALITY FEE PLEDGE), SERIES 2014; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BOND; PRESCRIBING THE FORM AND DETAILS OF SUCH BOND; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2021

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 2011-63 (the “General Bond Ordinance”) enacted by the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”), on August 30, 2011 (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the “Ordinance”) (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Fifth Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

“2021 Bond” shall mean the City of Columbia, South Carolina, Special Obligation Refunding Bond (Hospitality Fee Pledge), Series 2021, or such other appropriate series designation, in the principal amount of not exceeding \$31,000,000 authorized to be issued hereunder.

“Bonds of 2012” shall mean the \$14,825,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2012, which are outstanding in the principal amount of \$5,065,000 as of the date of this Fifth Supplemental Ordinance.

“Bonds of 2014” shall mean the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, which are outstanding in the principal amount of \$26,175,000 as of the date of this Fifth Supplemental Ordinance.

“Bonds of 2017” shall mean the \$1,460,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2017, which are outstanding in the principal amount of \$1,080,000 as of the date of this Fifth Supplemental Ordinance.

“Bonds to be Refunded” shall mean all or a portion of the Bonds of 2014 selected by the City Manager pursuant to Section 6(a)(8) hereof, to be refinanced with the 2021 Bond.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Escrow Agent” shall mean Regions Bank, in its capacity as Paying Agent for the Bonds of 2014.

“Escrow Agreement” shall mean the Escrow Deposit Agreement dated the date of its execution between the City and the Escrow Agent.

“Escrow Fund” shall mean the fund of that name created pursuant to the Escrow Agreement.

“First Supplemental Ordinance” shall mean First Supplemental Ordinance No. 2011-68 enacted by the Council on August 30, 2011, authorizing the Bonds of 2012.

“Fifth Supplemental Ordinance” shall mean this Fifth Supplemental Ordinance No. 2021—,067, authorizing the 2021 Bond.

“Interest Payment Date” shall mean any February 1 and August 1 of each year, commencing February 1, 2022, or such other date(s) as selected by the Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Services or any two of them acting together, pursuant to Section 6(a)(4)

hereof.

“Holder” shall mean any Holder of the 2021 Bond or, collectively, all of the Holders of the 2021 Bond.

“Outstanding Parity Bonds” shall have the meaning give to such term in Section 4.

“Paying Agent” shall mean Regions Bank, as paying agent for the 2021 Bond.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a).

“Purchaser” shall mean the purchaser of the 2021 Bond, as determined pursuant to Section 6(a)(8).

“Registrar” shall mean Regions Bank, as registrar for the 2021 Bond.

“Second Supplemental Ordinance” shall mean Second Supplemental Ordinance No. 2014-052 enacted by the Council on July 15, 2014, authorizing the Bonds of 2014.

“Third Supplemental Ordinance” shall mean Third Supplemental Ordinance No. 2017-051 enacted by the Council on June 20, 2017, authorizing the Bonds of 2017.

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) The Ordinance, the Bond Act and the Hospitality Fee Act authorize the City to issue Bonds in order to finance the Costs of Acquisition and Construction of Projects (as such terms are defined in the General Bond Ordinance) and to refinance indebtedness incurred in connection therewith. This Fifth Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The 2021 Bond constitutes and is a “Bond” within the meaning of the quoted word as defined and used in the Ordinance.

(c) The Hospitality Fees pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than: (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the First Supplemental Ordinance for the payment and security of the Bonds of 2012; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Second Supplemental Ordinance for the payment and security of the Bonds of 2014; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Third Supplemental Ordinance for the payment and security of the Bonds of 2017; and (iv) the lien and charge thereof and pledge thereof created by the General Bond Ordinance and this Fifth Supplemental Ordinance for the payment and security of the 2021 Bond.

(d) There does not exist an Event of Default (as defined in the General Bond Ordinance), nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) Based on current market conditions, the Bonds to be Refunded can be refinanced for a

substantial savings and the estimated cost of refunding the Bonds to be Refunded, taking into account the 2021 Bond and other available sources, does not exceed \$31,000,000.

(f) The City proposes to issue the 2021 Bond for one or more of the principal purposes: (1) refinancing the Bonds to be Refunded and (2) paying the costs of issuing the 2021 Bond.

(g) It is necessary and in the best interest of the City to authorize the issuance of the 2021 Bond in the aggregate principal amount of not exceeding \$31,000,000 in accordance with the Bond Act, the Hospitality Fee Act, the Ordinance and this Fifth Supplemental Ordinance for the purposes set forth above.

Section 3. Authorization of 2021 Bond.

(a) There is hereby authorized to be issued a Bond (as such term is defined in the General Bond Ordinance), designated "City of Columbia, South Carolina, Special Obligation Refunding Bond (Hospitality Fee Pledge), Series 2021" (the "2021 Bond"), in the aggregate principal amount of not exceeding \$31,000,000; provided that the 2021 Bond shall be numbered and lettered in such a fashion as to maintain a proper record thereof and its name may be revised to reflect the purposes of issuance, taxable or tax-exempt status and year of issuance, as appropriate. The proceeds of the 2021 Bond shall be used for the purposes set forth in Section 2(f) hereof.

The 2021 Bond shall bear interest at the rates per annum and mature or be payable in principal installments on the date(s) and in the principal amount(s) (the "Principal Payment Dates"), all as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6(a)(4) hereof.

(b) The 2021 Bond shall originally be dated its date of delivery, or such other date as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 6(a)(1) hereof, and shall be issued in fully registered form, as a single bond representing the entire principal amount of the 2021 Bond, in the name of the Purchaser.

The 2021 Bond shall be subject to redemption prior to maturity, whether at the option of the City or upon the occurrence of some event, in whole or in part, at the times and at the redemption prices (expressed as a percentage of principal amount of the 2021 Bond to be redeemed), all as shall be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6(a)(5) hereof, ~~together,~~ in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

(c) Principal of and redemption premium, if any, on the 2021 Bond shall be payable at the designated corporate trust office of the Paying Agent. Interest on the 2021 Bond shall be payable on each Interest Payment Date, in each case to the ~~Holders~~Holder as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by ~~check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, and in the case of a Holder of \$1,000,000 or more in principal amount of 2021 Bond, by wire transfer to the Holder to an account within the continental United States upon the timely receipt of an accordance with~~ written request ~~of instructions timely provided by the Holder, or by such Holder other arrangements as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together.~~ Payment of the principal of and interest on such 2021 Bond may be payable to the Holder thereof without presentation and surrender of such 2021 Bond.

(d) The 2021 Bond shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the numbers, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance, taxable or tax-exempt status (or conversion provisions related thereto) and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Fifth Supplemental Ordinance. The 2021 Bond shall be executed in the name and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk under the seal of the City impressed, imprinted or reproduced thereon (or a facsimile thereof).

(e) A copy of the approving opinion to be rendered on the 2021 Bond shall be printed on the back of such 2021 Bond, preceding the same a certificate shall appear, which shall be signed on behalf of the City by a facsimile signature of the City Clerk. Such certificate shall be in the form substantially as follows:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the ~~bonds~~bond, and a copy of which is on file with the City.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

Section 4. Payment of and Security for the 2021 Bond. The 2021 Bond, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Hospitality Fees of the City in accordance with the provisions of this Fifth Supplemental Ordinance. Subject to Section 6 hereof, the 2021 Bond shall be secured by a pledge of Hospitality Fees, which pledge shall be on a parity with the pledge of Hospitality Fees securing the payment of the Bonds of 2012, the Bonds of 2014, the Bonds of 2017 (collectively, the "Outstanding Parity Bonds") and any other Bonds (as defined in the General Bond Ordinance) issued in compliance with the provisions of the General Bond Ordinance.

The 2021 Bond does not constitute an indebtedness of the City within any State constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation. The 2021 Bond shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues thereof, other than the aforesaid Hospitality Fees of the City. No recourse shall be had for the payment of the 2021 Bond or the interest thereon against the general fund of the City, nor shall the credit or taxing power of the City be deemed to be pledged thereto. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of or interest on the 2021 Bond.

Section 5. 2021 Bond Proceeds Fund and 2021 Debt Service Fund.

(a) There is hereby created and established the 2021 Bond Proceeds Fund, which shall be held by the City or by a Custodian. If the 2021 Bond Proceeds Fund is held by a Custodian, the Mayor, the City

Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone, is authorized and directed to negotiate, execute and deliver such agreements or other agreements with such bank or other financial institution as may be necessary or desirable in connection therewith. The moneys on deposit in the 2021 Bond Proceeds Fund shall be used and applied to pay Costs of Issuance incidental to the issuance and sale of the 2021 Bond.

Moneys held for the credit of the 2021 Bond Proceeds Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such account. The provisions of Section 6.10 of the General Bond Ordinance relating to the investment of funds are incorporated herein as if fully set forth herein.

Withdrawals from the 2021 Bond Proceeds Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the 2021 Bond Proceeds Fund, such excess shall be paid into the 2021 Debt Service Fund and shall be used only for the payment of the principal of and interest on the ~~related~~ 2021 Bond.

(b) In accordance with Section 6.6 of the General Bond Ordinance, the 2021 Debt Service Fund is hereby directed to be established by the Trustee on the date of the original delivery of the 2021 Bond for the benefit of the ~~Holders~~Holder of the 2021 Bond. Moneys held for the credit of the 2021 Debt Service Fund may be invested in Permitted Investments.

Section 6. Sale and Issuance of 2021 Bond; Approval of Purchaser.

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to undertake any one or more of the following actions: (1) determine the original issue date of the 2021 Bond; (2) determine the aggregate principal amount of the 2021 Bond, if less than authorized by this Fifth Supplemental Ordinance, and the principal amounts of each maturity thereof; (3) determine whether the 2021 Bond will be initially issued on a taxable or tax-exempt basis; (4) determine the Interest Payment Dates, including the initial Interest Payment Date, and the Principal Payment Dates for the 2021 Bond; (5) determine the initial optional redemption terms and redemption price of the 2021 Bond; (6) determine the initial interest rate for the 2021 Bond; (7) select the Purchaser and determine that the Purchaser's proposal of terms, if any (the "Proposal"), is fair and reasonable and in the best interest of the City; (8) determine the Bonds to be Refunded; and (9) agree to any other terms, provisions and matters necessary or advisable to effect the issuance of the 2021 Bond or the subsequent conversion or adjustment of any such initial terms.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and directed to negotiate, execute and deliver the Proposal, and to take all actions, based upon advice of counsel, including the preparation and dissemination of requests for proposals and the preparation, publication and/or distribution of information, offering documents or private placement memoranda, all relating to the City, the 2021 Bond and the Hospitality Fees, to solicit interest and receive offers from financial institutions and institutional investors to purchase the 2021 Bond in a private offering (which, in all events, upon advice of counsel, may be in lieu of the Proposal), and to accept such offer which is in the best interest of the City and execute such documents as may be necessary in connection therewith. Any actions of the City and its authorized representatives taken prior to the date of this Fifth Supplemental Ordinance, in connection with the negotiation, execution and delivery of the Proposal, and the selection of the Purchaser, are hereby ratified,

confirmed and approved. In the event of a conflict in the terms and provisions of such Proposal or other offers received from financial institutions and institutional investors and the General Bond Ordinance, this Fifth Supplemental Ordinance and any other documents authorized hereunder (collectively, the “Other Documents”), the terms and provisions of the General Bond Ordinance, this Fifth Supplemental Ordinance and the Other Documents shall prevail.

(c) A copy of this Fifth Supplemental Ordinance shall be filed with the minutes of the meeting at which this Fifth Supplemental Ordinance was enacted.

(d) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City hereunder and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the 2021 Bond.

(e) The Council hereby authorizes the Mayor and the City Manager, or either of them acting alone, or their designees to negotiate the terms of, and execute, in the name and on behalf of the City, and deliver investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the 2021 Bond, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the City, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

Section 7. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded.

A portion of the proceeds of the 2021 Bond shall be used, together with amounts on deposit in the debt service fund and/or debt service reserve fund for the Bonds to be Refunded, for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the Bonds to be Refunded, at the redemption price thereof, together with accrued interest on such Bonds to be Refunded up to and including such maturity dates and any redemption date therefor.

The Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Services, or any of them acting alone, is hereby authorized and directed for and on behalf of the City to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Fifth Supplemental Ordinance, including the execution and delivery of the Escrow Agreement. The Escrow Agreement shall be dated the date of delivery of the 2021 Bond.

Section 8. Disposition of Proceeds of 2021 Bond and Certain Other Moneys. The proceeds derived from the sale of the 2021 Bond, net of any fees payable to the purchaser thereof, shall be deposited with (or at the order of) the City, the Trustee, the Escrow Agent or the Custodian, as applicable, and used for the following purposes:

(a) A portion of the proceeds thereof shall be deposited with the Escrow Agent pursuant to the Escrow Agreement.

(b) A portion of the proceeds thereof shall be deposited with the Custodian into the 2021 Bond Proceeds Fund established in Section 5(a) hereof.

The respective amounts specified in this Section 8 shall be determined by the City upon delivery of the 2021 Bond.

Section 9. Federal Tax Covenant. If the 2021 Bond is issued as or converted into a tax-exempt obligation (a “Tax-Exempt Bond”), the City hereby covenants and agrees with the Purchaser that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bond to become includable in the gross income of the Purchaser for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance or conversion, as applicable, of the Tax-Exempt Bond and that no use of the proceeds of the Tax-Exempt Bond shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bond would have caused the Tax-Exempt Bond to be an “arbitrage bond,” as defined in the Code; and to that end the City hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax-Exempt Bond is Outstanding;
- (b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

Section 10. Designation of Trustee, Registrar and Paying Agent.

Pursuant to the Ordinance, the Trustee is Regions Bank. The Council hereby designates Regions Bank as the Registrar and Paying Agent for the 2021 Bond. The Registrar and Paying Agent shall signify their acceptances of their respective duties upon delivery of the 2021 Bond.

Section 11. Continuing Disclosure. If the 2021 Bond is issued as or converted into a Tax-Exempt Bond and for so long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended (“Section 11-1-85”), the City covenants that it will file with a central repository for availability in the secondary bond market when requested:

- (a) An annual independent audit, within 30 days of the City’s receipt of the audit; and
- (b) Event-specific information within 30 days of an event adversely affecting more than 5% percent of Hospitality Fees or the City’s tax base.

If applicable, the City hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure or reporting certificate as may be required by Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission or necessary for the consummation of the issuance of the 2021 Bond as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel.

The only remedy for failure by the City to comply with the covenant of this Section 11 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an “Event of Default” under the Ordinance or this Fifth Supplemental Ordinance. The City specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of ~~any~~the Holder of the 2021 Bond.

Section 12. Further Actions. The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services and the City Clerk are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate the initial issuance and subsequent

conversion, if applicable, of the 2021 Bond and the refunding of the Bonds to be Refunded. To that end, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services of the City, or any of them acting alone, are hereby authorized and directed to negotiate and execute such agreements, certificates, notices or documents as may be necessary or desirable to effect the purposes of this Fifth Supplemental Ordinance.

Section 13. Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Fifth Supplemental Ordinance.

Section 14. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Fifth Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 15. Severability. If any sections, phrase, sentence or portion of this Fifth Supplemental Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not attest the validity of the remaining portions thereof.

Section 16. Effective Date. This Fifth Supplemental Ordinance shall be effective upon its enactment by the City Council for the City of Columbia, South Carolina.

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, August 17, 2021

Date of Second Reading: _____, 2021

EXHIBIT A

FORM OF 2021 BOND

CITY OF COLUMBIA, SOUTH CAROLINA
SPECIAL OBLIGATION REFUNDING BOND
(HOSPITALITY FEE PLEDGE), SERIES 2021

No. R-____

Interest RateMaturity DateIssue Date

(As set forth in Schedule I herein)

Registered Holder:

Principal Amount:

THE CITY OF COLUMBIA, SOUTH CAROLINA (the "City") a public body corporate and politic and a political subdivision of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above or registered assigns, the Principal Amount set forth above pursuant to the principal payment schedule set forth herein on the Maturity Date (each as set forth or referenced above), unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, and to pay interest thereon at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve (12) 30-day months), until the obligation of the City with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond shall be payable in semi-annual installments on February 1 and August 1 of each year beginning February 1, 2022 (each, an "Interest Payment Date"), until maturity or earlier redemption. All payments shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month (each, a "Record Date") preceding each Interest Payment Date or Principal Payment Date (as defined in the hereinafter defined Ordinances). The payments shall be payable by check or draft mailed wire transfer to an account within the continental United States in accordance with written instructions timely provided by the Holder at the times provided herein to the person in whose name this Bond is registered ~~at the address shown~~ on the registration books of the City held by Regions Bank, as registrar (the "Registrar"), ~~or, in the case of a Registered Holder of \$1,000,000 or more in principal amount of this Bond, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Registered Holder."~~). The payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Principal of this Bond is payable in installments on February 1 in each of the years and in the amounts as follows:

[Schedule of Principal Payments]

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17 AND CHAPTER 1, ARTICLE 7, AND TITLE 11, CHAPTER 21, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED (COLLECTIVELY, THE "ACT"); THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (EXCEPT ARTICLE X, SECTION 14(10) OF THE STATE

CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUE DERIVED OTHER THAN A TAX OR LICENSE) OR STATUTORY LIMITATION. THE CITY IS NOT OBLIGATED TO PAY ANY OF THIS BOND OR THE INTEREST THEREON EXCEPT FROM HOSPITALITY FEES (AS DEFINED IN THE HEREINAFTER DEFINED BOND ORDINANCES). THIS BOND IS NOT A GENERAL OBLIGATION OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL CREDIT NOR TAXING POWERS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF.

This Bond is issued pursuant to and in accordance with the Constitution and statutes of the State, including particularly the Act, General Bond Ordinance No. 2011-63 duly enacted by the Council on August 30, 2011, as amended and supplemented (as so amended and supplemented, the "Bond Ordinances"), including as supplemented particularly by Fifth Supplemental Ordinance No. 2021-____ duly enacted by the City Council of the City (the "Council") on _____, 2021 (the "Fifth Supplemental Ordinance" and, together with the Bond Ordinances, the "Ordinances") for the purpose of: (1) refinancing all or a portion of the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, and (2) paying the costs of issuing ~~the 2021~~this Bond, as more particularly permitted by the Fifth Supplemental Ordinance.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Ordinances. Certified copies of the Fifth Supplemental Ordinance and the Bond Ordinances are on file with the City and in the office of the Clerks of Court for Richland and Lexington Counties, South Carolina.

The Ordinances contain provisions defining terms, set forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the Ordinances; set forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the Holder hereof with respect thereto; set forth the terms and conditions upon which and the extent to which the Ordinances may be altered, modified and amended; set forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and set forth the terms and conditions upon which the pledge made in the Ordinances for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Ordinances. Reference is hereby made to the Ordinances to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Ordinances shall be a contract with the holder of this Bond.

This Bond and the interest thereon is a special obligation of the City and is secured by and payable solely from a pledge of the Hospitality Fees imposed and collected by the City, which pledge is on a parity with the pledge thereof securing the \$14,825,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2012, the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, the \$1,460,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2017, and any other Bonds (as defined in the Bond Ordinances) issued hereafter.

This Bond and the interest hereon is exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether

imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

~~_____This Bond is transferable only.~~ This Bond is transferable only to (i) an affiliate of the Holder hereof or (ii) banks, insurance companies or other financial institutions or an affiliate thereof which will execute and deliver to the City an investment letter in substantially the form as the investment letter initially delivered by the initial Holder of this Bond, upon the registration books of the City kept for that purpose and maintained by the Registrar, by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, incurred as a consequence thereof. Thereupon a Bond of the same principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor. The City, the Trustee and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes. Nothing herein shall limit the right of the Holder hereof to sell or assign participation interests in this Bond to one or more entities listed in clauses (i) or (ii) above, except as otherwise provided herein.

[Conversion Provisions, as applicable]

For every exchange or transfer of this Bond, the City, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

[Redemption Provisions, as applicable]

In the event this Bond or a portion thereof is called for redemption, the City shall give notice of redemption by first-class mail, postage prepaid, to the Holder hereof as shown on the Books of Registry of the City not less than ~~_____thirty (30)~~ days prior to the date fixed for the redemption thereof. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment thereof shall be duly made or provided for, interest hereon shall cease or accrue from and after the redemption date hereof.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, THE CITY OF COLUMBIA, SOUTH CAROLINA has caused this Bond to be signed by the manual or facsimile signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the manual or facsimile signature of its City Clerk.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the 2021 Bond described in the within mentioned Fifth Supplemental Ordinance.

Regions Bank, as Trustee

By: _____
Its: _____

Date: _____

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the ~~bonds~~bond, and a copy of which is on file with the City.

THE CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

STAMP Language

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed
By an institution which is a participant in the
Securities Transfer Agent Medallion Program
(STAMP) or similar program.

NOTICE: The signature to this assignment
must correspond with name as it appears
upon the face of the within bond in every
particular, without alteration or enlargement
or any change whatever.

CITY OF COLUMBIA, SOUTH CAROLINA

FIFTH SUPPLEMENTAL ORDINANCE NO. 2021-067

PROVIDING FOR THE ISSUANCE AND SALE OF A CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION REFUNDING BOND (HOSPITALITY FEE PLEDGE), SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$31,000,000, IN ORDER TO REFUND ALL OR A PORTION OF THE CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION BONDS (HOSPITALITY FEE PLEDGE), SERIES 2014; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BOND; PRESCRIBING THE FORM AND DETAILS OF SUCH BOND; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2021

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 2011-63 (the “General Bond Ordinance”) enacted by the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”), on August 30, 2011 (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the “Ordinance”) (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Fifth Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

“2021 Bond” shall mean the City of Columbia, South Carolina, Special Obligation Refunding Bond (Hospitality Fee Pledge), Series 2021, or such other appropriate series designation, in the principal amount of not exceeding \$31,000,000 authorized to be issued hereunder.

“Bonds of 2012” shall mean the \$14,825,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2012, which are outstanding in the principal amount of \$5,065,000 as of the date of this Fifth Supplemental Ordinance.

“Bonds of 2014” shall mean the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2014, which are outstanding in the principal amount of \$26,175,000 as of the date of this Fifth Supplemental Ordinance.

“Bonds of 2017” shall mean the \$1,460,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2017, which are outstanding in the principal amount of \$1,080,000 as of the date of this Fifth Supplemental Ordinance.

“Bonds to be Refunded” shall mean all or a portion of the Bonds of 2014 selected by the City Manager pursuant to Section 6(a)(8) hereof, to be refinanced with the 2021 Bond.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Escrow Agent” shall mean Regions Bank, in its capacity as Paying Agent for the Bonds of 2014.

“Escrow Agreement” shall mean the Escrow Deposit Agreement dated the date of its execution between the City and the Escrow Agent.

“Escrow Fund” shall mean the fund of that name created pursuant to the Escrow Agreement.

“First Supplemental Ordinance” shall mean First Supplemental Ordinance No. 2011-68 enacted by the Council on August 30, 2011, authorizing the Bonds of 2012.

“Fifth Supplemental Ordinance” shall mean this Fifth Supplemental Ordinance No. 2021-067, authorizing the 2021 Bond.

“Interest Payment Date” shall mean any February 1 and August 1 of each year, commencing February 1, 2022, or such other date(s) as selected by the Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Services or any two of them acting together, pursuant to Section 6(a)(4)

hereof.

“Holder” shall mean any Holder of the 2021 Bond or, collectively, all of the Holders of the 2021 Bond.

“Outstanding Parity Bonds” shall have the meaning give to such term in Section 4.

“Paying Agent” shall mean Regions Bank, as paying agent for the 2021 Bond.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a).

“Purchaser” shall mean the purchaser of the 2021 Bond, as determined pursuant to Section 6(a)(8).

“Registrar” shall mean Regions Bank, as registrar for the 2021 Bond.

“Second Supplemental Ordinance” shall mean Second Supplemental Ordinance No. 2014-052 enacted by the Council on July 15, 2014, authorizing the Bonds of 2014.

“Third Supplemental Ordinance” shall mean Third Supplemental Ordinance No. 2017-051 enacted by the Council on June 20, 2017, authorizing the Bonds of 2017.

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) The Ordinance, the Bond Act and the Hospitality Fee Act authorize the City to issue Bonds in order to finance the Costs of Acquisition and Construction of Projects (as such terms are defined in the General Bond Ordinance) and to refinance indebtedness incurred in connection therewith. This Fifth Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The 2021 Bond constitutes and is a “Bond” within the meaning of the quoted word as defined and used in the Ordinance.

(c) The Hospitality Fees pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than: (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the First Supplemental Ordinance for the payment and security of the Bonds of 2012; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Second Supplemental Ordinance for the payment and security of the Bonds of 2014; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Third Supplemental Ordinance for the payment and security of the Bonds of 2017; and (iv) the lien and charge thereof and pledge thereof created by the General Bond Ordinance and this Fifth Supplemental Ordinance for the payment and security of the 2021 Bond.

(d) There does not exist an Event of Default (as defined in the General Bond Ordinance), nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) Based on current market conditions, the Bonds to be Refunded can be refinanced for a

substantial savings and the estimated cost of refunding the Bonds to be Refunded, taking into account the 2021 Bond and other available sources, does not exceed \$31,000,000.

(f) The City proposes to issue the 2021 Bond for one or more of the principal purposes: (1) refinancing the Bonds to be Refunded and (2) paying the costs of issuing the 2021 Bond.

(g) It is necessary and in the best interest of the City to authorize the issuance of the 2021 Bond in the aggregate principal amount of not exceeding \$31,000,000 in accordance with the Bond Act, the Hospitality Fee Act, the Ordinance and this Fifth Supplemental Ordinance for the purposes set forth above.

Section 3. Authorization of 2021 Bond.

(a) There is hereby authorized to be issued a Bond (as such term is defined in the General Bond Ordinance), designated "City of Columbia, South Carolina, Special Obligation Refunding Bond (Hospitality Fee Pledge), Series 2021" (the "2021 Bond"), in the aggregate principal amount of not exceeding \$31,000,000; provided that the 2021 Bond shall be numbered and lettered in such a fashion as to maintain a proper record thereof and its name may be revised to reflect the purposes of issuance, taxable or tax-exempt status and year of issuance, as appropriate. The proceeds of the 2021 Bond shall be used for the purposes set forth in Section 2(f) hereof.

The 2021 Bond shall bear interest at the rates per annum and mature or be payable in principal installments on the date(s) and in the principal amount(s) (the "Principal Payment Dates"), all as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6(a)(4) hereof.

(b) The 2021 Bond shall originally be dated its date of delivery, or such other date as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 6(a)(1) hereof, and shall be issued in fully registered form, as a single bond representing the entire principal amount of the 2021 Bond, in the name of the Purchaser.

The 2021 Bond shall be subject to redemption prior to maturity, whether at the option of the City or upon the occurrence of some event, in whole or in part, at the times and at the redemption prices (expressed as a percentage of principal amount of the 2021 Bond to be redeemed), all as shall be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6(a)(5) hereof, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

(c) Principal of and redemption premium, if any, on the 2021 Bond shall be payable at the designated corporate trust office of the Paying Agent. Interest on the 2021 Bond shall be payable on each Interest Payment Date, in each case to the Holder as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by wire transfer to the Holder to an account within the continental United States in accordance with written instructions timely provided by the Holder, or by such other arrangements as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together. Payment of the principal of and interest on such 2021 Bond may be payable to the Holder thereof without presentation and surrender of such 2021 Bond.

(d) The 2021 Bond shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the numbers, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance, taxable or tax-exempt status (or conversion provisions related thereto) and other details thereof or as are otherwise permitted or required by

law or by the Ordinance, including this Fifth Supplemental Ordinance. The 2021 Bond shall be executed in the name and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk under the seal of the City impressed, imprinted or reproduced thereon (or a facsimile thereof).

(e) A copy of the approving opinion to be rendered on the 2021 Bond shall be printed on the back of such 2021 Bond, preceding the same a certificate shall appear, which shall be signed on behalf of the City by a facsimile signature of the City Clerk. Such certificate shall be in the form substantially as follows:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bond, and a copy of which is on file with the City.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

Section 4. Payment of and Security for the 2021 Bond. The 2021 Bond, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Hospitality Fees of the City in accordance with the provisions of this Fifth Supplemental Ordinance. Subject to Section 6 hereof, the 2021 Bond shall be secured by a pledge of Hospitality Fees, which pledge shall be on a parity with the pledge of Hospitality Fees securing the payment of the Bonds of 2012, the Bonds of 2014, the Bonds of 2017 (collectively, the "Outstanding Parity Bonds") and any other Bonds (as defined in the General Bond Ordinance) issued in compliance with the provisions of the General Bond Ordinance.

The 2021 Bond does not constitute an indebtedness of the City within any State constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation. The 2021 Bond shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues thereof, other than the aforesaid Hospitality Fees of the City. No recourse shall be had for the payment of the 2021 Bond or the interest thereon against the general fund of the City, nor shall the credit or taxing power of the City be deemed to be pledged thereto. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of or interest on the 2021 Bond.

Section 5. 2021 Bond Proceeds Fund and 2021 Debt Service Fund.

(a) There is hereby created and established the 2021 Bond Proceeds Fund, which shall be held by the City or by a Custodian. If the 2021 Bond Proceeds Fund is held by a Custodian, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone, is authorized and directed to negotiate, execute and deliver such agreements or other agreements with such bank or other financial institution as may be necessary or desirable in connection therewith. The moneys on deposit in the 2021 Bond Proceeds Fund shall be used and applied to pay Costs of Issuance incidental to the issuance and sale of the 2021 Bond.

Moneys held for the credit of the 2021 Bond Proceeds Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such account. The provisions of Section 6.10 of the General Bond Ordinance relating to the investment of funds are incorporated herein as if fully set forth herein.

Withdrawals from the 2021 Bond Proceeds Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the 2021 Bond Proceeds Fund, such excess shall be paid into the 2021 Debt Service Fund and shall be used only for the payment of the principal of and interest on the 2021 Bond.

(b) In accordance with Section 6.6 of the General Bond Ordinance, the 2021 Debt Service Fund is hereby directed to be established by the Trustee on the date of the original delivery of the 2021 Bond for the benefit of the Holder of the 2021 Bond. Moneys held for the credit of the 2021 Debt Service Fund may be invested in Permitted Investments.

Section 6. Sale and Issuance of 2021 Bond; Approval of Purchaser.

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to undertake any one or more of the following actions: (1) determine the original issue date of the 2021 Bond; (2) determine the aggregate principal amount of the 2021 Bond, if less than authorized by this Fifth Supplemental Ordinance, and the principal amounts of each maturity thereof; (3) determine whether the 2021 Bond will be initially issued on a taxable or tax-exempt basis; (4) determine the Interest Payment Dates, including the initial Interest Payment Date, and the Principal Payment Dates for the 2021 Bond; (5) determine the initial optional redemption terms and redemption price of the 2021 Bond; (6) determine the initial interest rate for the 2021 Bond; (7) select the Purchaser and determine that the Purchaser's proposal of terms, if any (the "Proposal"), is fair and reasonable and in the best interest of the City; (8) determine the Bonds to be Refunded; and (9) agree to any other terms, provisions and matters necessary or advisable to effect the issuance of the 2021 Bond or the subsequent conversion or adjustment of any such initial terms.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and directed to negotiate, execute and deliver the Proposal, and to take all actions, based upon advice of counsel, including the preparation and dissemination of requests for proposals and the preparation, publication and/or distribution of information, offering documents or private placement memoranda, all relating to the City, the 2021 Bond and the Hospitality Fees, to solicit interest and receive offers from financial institutions and institutional investors to purchase the 2021 Bond in a private offering (which, in all events, upon advice of counsel, may be in lieu of the Proposal), and to accept such offer which is in the best interest of the City and execute such documents as may be necessary in connection therewith. Any actions of the City and its authorized representatives taken prior to the date of this Fifth Supplemental Ordinance, in connection with the negotiation, execution and delivery of the Proposal, and the selection of the Purchaser, are hereby ratified, confirmed and approved. In the event of a conflict in the terms and provisions of such Proposal or other offers received from financial institutions and institutional investors and the General Bond Ordinance, this Fifth Supplemental Ordinance and any other documents authorized hereunder (collectively, the "Other Documents"), the terms and provisions of the General Bond Ordinance, this Fifth Supplemental Ordinance and the Other Documents shall prevail.

(c) A copy of this Fifth Supplemental Ordinance shall be filed with the minutes of the meeting at which this Fifth Supplemental Ordinance was enacted.

(d) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City hereunder and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the 2021 Bond.

(e) The Council hereby authorizes the Mayor and the City Manager, or either of them acting alone, or their designees to negotiate the terms of, and execute, in the name and on behalf of the City, and deliver investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the 2021 Bond, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the City, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

Section 7. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded.

A portion of the proceeds of the 2021 Bond shall be used, together with amounts on deposit in the debt service fund and/or debt service reserve fund for the Bonds to be Refunded, for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the Bonds to be Refunded, at the redemption price thereof, together with accrued interest on such Bonds to be Refunded up to and including such maturity dates and any redemption date therefor.

The Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Services, or any of them acting alone, is hereby authorized and directed for and on behalf of the City to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Fifth Supplemental Ordinance, including the execution and delivery of the Escrow Agreement. The Escrow Agreement shall be dated the date of delivery of the 2021 Bond.

Section 8. Disposition of Proceeds of 2021 Bond and Certain Other Moneys. The proceeds derived from the sale of the 2021 Bond, net of any fees payable to the purchaser thereof, shall be deposited with (or at the order of) the City, the Trustee, the Escrow Agent or the Custodian, as applicable, and used for the following purposes:

(a) A portion of the proceeds thereof shall be deposited with the Escrow Agent pursuant to the Escrow Agreement.

(b) A portion of the proceeds thereof shall be deposited with the Custodian into the 2021 Bond Proceeds Fund established in Section 5(a) hereof.

The respective amounts specified in this Section 8 shall be determined by the City upon delivery of the 2021 Bond.

Section 9. Federal Tax Covenant. If the 2021 Bond is issued as or converted into a tax-exempt obligation (a "Tax-Exempt Bond"), the City hereby covenants and agrees with the Purchaser that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bond to become includable in the gross income of the Purchaser for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance or conversion, as applicable, of the Tax-Exempt Bond and that no use of the proceeds of the Tax-Exempt

Bond shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bond would have caused the Tax-Exempt Bond to be an “arbitrage bond,” as defined in the Code; and to that end the City hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax-Exempt Bond is Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

Section 10. Designation of Trustee, Registrar and Paying Agent.

Pursuant to the Ordinance, the Trustee is Regions Bank. The Council hereby designates Regions Bank as the Registrar and Paying Agent for the 2021 Bond. The Registrar and Paying Agent shall signify their acceptances of their respective duties upon delivery of the 2021 Bond.

Section 11. Continuing Disclosure. If the 2021 Bond is issued as or converted into a Tax-Exempt Bond and for so long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended (“Section 11-1-85”), the City covenants that it will file with a central repository for availability in the secondary bond market when requested:

(a) An annual independent audit, within 30 days of the City’s receipt of the audit; and

(b) Event-specific information within 30 days of an event adversely affecting more than 5% percent of Hospitality Fees or the City’s tax base.

If applicable, the City hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure or reporting certificate as may be required by Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission or necessary for the consummation of the issuance of the 2021 Bond as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel.

The only remedy for failure by the City to comply with the covenant of this Section 11 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an “Event of Default” under the Ordinance or this Fifth Supplemental Ordinance. The City specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of the Holder of the 2021 Bond.

Section 12. Further Actions. The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services and the City Clerk are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate the initial issuance and subsequent conversion, if applicable, of the 2021 Bond and the refunding of the Bonds to be Refunded. To that end, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services of the City, or any of them acting alone, are hereby authorized and directed to negotiate and execute such agreements, certificates, notices or documents as may be necessary or desirable to effect the purposes of this Fifth Supplemental Ordinance.

Section 13. Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Fifth Supplemental Ordinance.

Section 14. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Fifth Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 15. Severability. If any sections, phrase, sentence or portion of this Fifth Supplemental Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not attest the validity of the remaining portions thereof.

Section 16. Effective Date. This Fifth Supplemental Ordinance shall be effective upon its enactment by the City Council for the City of Columbia, South Carolina.

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: August 17, 2021

Date of Second Reading: _____, 2021

EXHIBIT A**FORM OF 2021 BOND**

CITY OF COLUMBIA, SOUTH CAROLINA
SPECIAL OBLIGATION REFUNDING BOND
(HOSPITALITY FEE PLEDGE), SERIES 2021

No. R-____

Interest Rate

Maturity Date

Issue Date

(As set forth in Schedule I herein)

Registered Holder:

Principal Amount:

THE CITY OF COLUMBIA, SOUTH CAROLINA (the “City”) a public body corporate and politic and a political subdivision of the State of South Carolina (the “State”), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above or registered assigns, the Principal Amount set forth above pursuant to the principal payment schedule set forth herein on the Maturity Date (each as set forth or referenced above), unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, and to pay interest thereon at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve (12) 30-day months), until the obligation of the City with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond shall be payable in semi-annual installments on February 1 and August 1 of each year beginning February 1, 2022 (each, an “Interest Payment Date”), until maturity or earlier redemption. All payments shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month (each, a “Record Date”) preceding each Interest Payment Date or Principal Payment Date (as defined in the hereinafter defined Ordinances). The payments shall be payable by wire transfer to an account within the continental United States in accordance with written instructions timely provided by the Holder at the times provided herein to the person in whose name this Bond is registered on the registration books of the City held by Regions Bank, as registrar (the “Registrar”). The payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Principal of this Bond is payable in installments on February 1 in each of the years and in the amounts as follows:

[Schedule of Principal Payments]

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17 AND CHAPTER 1, ARTICLE 7, AND TITLE 11, CHAPTER 21, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED (COLLECTIVELY, THE “ACT”); THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (EXCEPT ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUE DERIVED OTHER THAN A TAX OR LICENSE) OR STATUTORY LIMITATION. THE CITY IS NOT OBLIGATED TO PAY ANY OF THIS BOND OR THE INTEREST THEREON

EXCEPT FROM HOSPITALITY FEES (AS DEFINED IN THE HEREINAFTER DEFINED BOND ORDINANCES). THIS BOND IS NOT A GENERAL OBLIGATION OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL CREDIT NOR TAXING POWERS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF.

This Bond is issued pursuant to and in accordance with the Constitution and statutes of the State, including particularly the Act, General Bond Ordinance No. 2011-63 duly enacted by the Council on August 30, 2011, as amended and supplemented (as so amended and supplemented, the “Bond Ordinances”), including as supplemented particularly by Fifth Supplemental Ordinance No. 2021-____ duly enacted by the City Council of the City (the “Council”) on _____, 2021 (the “Fifth Supplemental Ordinance” and, together with the Bond Ordinances, the “Ordinances”) for the purpose of: (1) refinancing all or a portion of the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, and (2) paying the costs of issuing this Bond, as more particularly permitted by the Fifth Supplemental Ordinance.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Ordinances. Certified copies of the Fifth Supplemental Ordinance and the Bond Ordinances are on file with the City and in the office of the Clerks of Court for Richland and Lexington Counties, South Carolina.

The Ordinances contain provisions defining terms, set forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the Ordinances; set forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the Holder hereof with respect thereto; set forth the terms and conditions upon which and the extent to which the Ordinances may be altered, modified and amended; set forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and set forth the terms and conditions upon which the pledge made in the Ordinances for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Ordinances. Reference is hereby made to the Ordinances to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Ordinances shall be a contract with the holder of this Bond.

This Bond and the interest thereon is a special obligation of the City and is secured by and payable solely from a pledge of the Hospitality Fees imposed and collected by the City, which pledge is on a parity with the pledge thereof securing the \$14,825,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2012, the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, the \$1,460,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2017, and any other Bonds (as defined in the Bond Ordinances) issued hereafter.

This Bond and the interest hereon is exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This Bond is transferable only to (i) an affiliate of the Holder hereof or (ii) banks, insurance companies or other financial institutions or an affiliate thereof which will execute and deliver to the City an investment letter in substantially the form as the investment letter initially delivered by the initial Holder of this Bond, upon the registration books of the City kept for that purpose and maintained by the Registrar, by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, incurred as a consequence thereof. Thereupon a Bond of the same principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor. The City, the Trustee and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes. Nothing herein shall limit the right of the Holder hereof to sell or assign participation interests in this Bond to one or more entities listed in clauses (i) or (ii) above, except as otherwise provided herein.

[Conversion Provisions, as applicable]

For every exchange or transfer of this Bond, the City, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

[Redemption Provisions, as applicable]

In the event this Bond or a portion thereof is called for redemption, the City shall give notice of redemption by first-class mail, postage prepaid, to the Holder hereof as shown on the Books of Registry of the City not less than thirty (30) days prior to the date fixed for the redemption thereof. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment thereof shall be duly made or provided for, interest hereon shall cease or accrue from and after the redemption date hereof.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, THE CITY OF COLUMBIA, SOUTH CAROLINA has caused this Bond to be signed by the manual or facsimile signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the manual or facsimile signature of its City Clerk.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the 2021 Bond described in the within mentioned Fifth Supplemental Ordinance.

Regions Bank, as Trustee

By: _____
Its: _____

Date: _____

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bond, and a copy of which is on file with the City.

THE CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

STAMP Language

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed
By an institution which is a participant in the
Securities Transfer Agent Medallion Program
(STAMP) or similar program.

NOTICE: The signature to this assignment
must correspond with name as it appears
upon the face of the within bond in every
particular, without alteration or enlargement
or any change whatever.



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2021-072 Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Latitude 32 Development, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:

First reading approval was given on August 17, 2021.

ATTACHMENTS:

- **#a:** 2021-072 Latitude 32 - sale of 2221 Devine Street (PDF)
- **#b:** Latitude 32 - 2221 Devine Street Purchase and Sale Agreement (PDF)
- **#c:** APPROVED revised Purchase and Sale Agreement - City Latitude 32 (PDF)

HISTORY:

08/17/21

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2021-072

*Authorizing the City Manager to execute a Purchase and Sale Agreement between the
City of Columbia and Latitude 32 Development, LLC for the sale of
2221 Devine Street, Richland County TMS #11312-02-03*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2021, that the City Manager is authorized to execute the attached Purchase and Sale Agreement, or on a form approved by the City Attorney, any other documents necessary and approved by the City Attorney to consummate the conveyance of 2221 Devine Street, Richland County TMS #11312-02-03 from the City of Columbia to Latitude 32 Development, LLC for the sum of Four Million Five Hundred and No/100 (\$4,500,000.00) Dollars.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the Effective Date, by and among the **CITY OF COLUMBIA, SOUTH CAROLINA** ("Seller"), and **LATITUDE 32 DEVELOPMENT, LLC**, a South Carolina limited liability company ("Buyer"). Haynsworth Sinkler Boyd, P.A. (the "Escrow Agent") joins in this Agreement for the limited purposes set forth in Section 15. The Effective Date shall be the date the last party executes this Agreement (the "Effective Date").

BACKGROUND

A. Seller is the owner of the following (collectively, the "Property"):

(1) All that land which is located in the City of Columbia, Richland County, South Carolina and described on **Exhibit A** hereto, together with all easements, rights and privileges appurtenant thereto (the "Land");

(2) The building (the "Building") having approximately 90,998 square feet, the parking deck and all improvements, structures, fixtures and parking areas located on the Land and appurtenant thereto (the Building and such improvements, structures, fixtures and parking areas being hereinafter collectively referred to as the "Improvements," and the Land and the Improvements being hereinafter collectively referred to as the "Real Property");

(3) All fixtures, equipment, furniture, furnishings, appliances, supplies, artwork and sculptures and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the Real Property and located within the Real Property (the "Personalty");

B. Buyer desires to purchase, and Seller desires to sell, the Property, as provided in this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Purchase.

1.1. Sale. Seller hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for the Purchase Price (as defined below) and on and subject to the other terms and conditions set forth in this Agreement.

1.2. Project.

(a) The Property shall be redeveloped as a multi-family residential complex with commercial spaces for retail and restaurant use. The Buyer intends to construct 225-250 residential units which will include townhouse units which shall be consistent with first

class units in the downtown area of Columbia (as may be modified by the Final Project Determination (hereinafter defined), the "Project"). The ultimate density and types of units and commercial uses, however, will depend upon structural and engineering parameters, zoning, design guideline requirements, whether adjacent land is acquired for inclusion in the development and whether the Building will be renovated or demolished, all as determined during the Inspection Period (as defined in Section 4.2); Seller and Buyer shall agree on the density of residential uses, the square footage/location of commercial space, and the number/location of parking spaces prior to the end of the Inspection Period and evidence such agreement in writing (the "Final Project Determination"). Either Buyer or Seller may terminate this Agreement prior to the end of the Inspection Period if the Final Project Determination has not been agreed upon. Notwithstanding anything herein to the contrary, if Buyer and Seller do not agree on the Final Project Determination prior to the end of the Inspection Period, Buyer may proceed with the Project utilizing density of residential uses, square footage/location of commercial space and the number/location of parking spaces as are then permitted by applicable zoning ordinances and codes.

(b) The Project shall not be designated, marketed, structured or operated, in whole or in part, as student housing, shall not target students in its marketing and leasing efforts, and shall not be leased by the bed or bedroom; accordingly, the Project shall not meet the definition of a "private dorm" or similar use pursuant to applicable zoning ordinances.

(c) The provisions and restrictions set forth in this section 1.2 shall continue in effect through the date which is seven (7) years after the Buyer receives its permanent certificate of occupancy for the Project (the "Restricted Period") and shall be set forth in a declaration of restrictions (the "Declaration") that shall be recorded immediately prior to the Deed (as hereinafter defined) conveying the Property to the Buyer.

1.3 Upon completion of the required design and construction documents, Buyer shall promptly apply for all permits and approvals necessary for construction of the Project (the "Permits/Approvals") and shall use commercially reasonable best efforts to diligently pursue all Permits/Approvals to issuance as expeditiously as possible.

1.4 The Seller shall have a right of first refusal if the Buyer desires to sell, transfer or convey the Property or any portion thereof, which shall include the transfer of membership interests in the Buyer which, together with any other such transfer, constitutes a controlling interest in the Buyer, at any time during the Restricted Period. If Buyer has an offer (the "Offer") for the Property or such membership interests in the Buyer that Buyer desires to accept, Buyer shall notify Seller in writing and provide a copy of such Offer; Seller shall have thirty (30) days from receipt of such notice from Buyer in which to determine if Seller desires to exercise its right of first refusal to purchase the Property or the membership interest on the terms and conditions set forth in the Offer, as modified herein, and Seller shall notify Buyer in writing of its determination; failure of Seller to timely notify Buyer shall be deemed as Seller's election not to exercise its right of first refusal. If Seller does elect to exercise its right of first refusal to acquire the Property or the membership interest, notwithstanding anything to the contrary in the Offer, the closing shall occur on or before the day that is ninety (90) days after Seller's notice of such election to Buyer, there shall be no title exceptions encumbering the Property other than those on the Closing Date (and all mortgages, liens, assignments and other financing documents

of Buyer shall be removed and satisfied). The provisions of this Section 1.4 shall be set forth in the Deed conveying the Property to the Buyer.

1.5 Buyer intends to redevelop the parking deck to include parking for residents and guests. The Property currently has approximately 313 parking spaces, consisting of approximately 168 surface lot spaces and approximately 145 deck spaces (the “Existing Parking Spaces”). A minimum of 50 spaces will be allocated at all times for public use excluding uses in connection with the Project (the “Public Parking Spaces”). Those spaces utilized by the public shall require payment based upon time of use. It is anticipated that only a minimum number of parking spaces will be reserved, so most parking spaces will be utilized on a so called first-come-first-serve basis. Fees to be charged for these Public Parking Spaces shall not exceed the market parking rates in the Five Points area. If the Final Project Determination includes parking in excess of the Existing Parking Spaces, the Seller and Buyer agree to increase the number of Public Parking Spaces by an amount reasonably acceptable to both parties; if both Buyer and Seller have not agreed on such additional Public Parking Spaces within fifteen (15) days after the date of the Final Project Determination, and included such agreement in the Public Parking Agreement (as hereinafter defined), either Buyer or Seller may terminate this Agreement. The Buyer shall provide the Seller with monthly reports on the status of the Public Parking Spaces and their utilization, including but not limited to number of spaces on weekly or monthly leases. The parties shall enter into an agreement at Closing more specifically describing the allocation of Public Parking Spaces (the “Public Parking Agreement”); the Public Parking Agreement shall be negotiated and agreed upon by Buyer and Seller during the Inspection Period and either Buyer or Seller may terminate this Agreement prior to the end of the Inspection Period if the Public Parking Agreement has not been agreed upon. .

2. Purchase Price. The total purchase price for the Property the “Purchase Price”) shall be FOUR MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,500,000.00).

2.1. Deposit.

(a) Within two (2) business days after the execution and delivery of this Agreement by all parties, Buyer shall deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a cash or wire transfer deposit in the amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) (together with any interest earned thereon, the “Initial Deposit”). Unless Buyer terminates this Agreement during the Initial Inspection Period (hereinafter defined), Buyer shall, within one (1) business day after the expiration of the Initial Inspection Period, deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, an additional cash or wire transfer deposit in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) (together with any interest earned thereon, the “Additional Deposit”). The Initial Deposit and the Additional Deposit, after the Additional Deposit is delivered to Escrow Agent, are referred to herein as the “Deposit.” Subsequent to deposit of the Additional Deposit, the entire Deposit shall be nonrefundable to Buyer except as otherwise expressly provided herein.

2.2. Payment at Closing.

(a) At the consummation of the transaction contemplated hereby (the “Closing”), Buyer shall deliver to Escrow Agent, in immediately available funds, cash or wire transfer in an amount equal to the Purchase Price less the Deposit. The Purchase Price less the Deposit, subject to other adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available funds, transferred to Escrow Agent.

(b) The delivery and recording of documents and the disbursement of funds shall be effectuated through Buyer’s and Seller’s South Carolina counsel and the Escrow Agent at the Closing and pursuant to the closing instructions from the parties hereto, which closing instructions shall not modify or diminish the parties’ respective obligations hereunder. Notwithstanding anything to the contrary in this Agreement, the Closing shall be conducted in accordance with the requirements of South Carolina with respect to its unauthorized practice of law requirements.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

3.1. Authority. Seller is a municipal corporation in the State of South Carolina. Seller has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized by Seller.

3.2. No Conflict. To Seller’s actual knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder, on the part of Seller does not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property by reason of, the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller, or which otherwise affects Seller, which will not be discharged, assumed or released at Closing.

3.3. Leases. There are no leases currently in effect which affect the Real Property.

3.4. Contracts. There are no construction, management, leasing, service, equipment, supply, maintenance or concession agreements in effect with respect to the any portion of the Property, except for agreements with Johnson Controls (alarm systems), Otis Elevator (elevator maintenance), First Impressions (janitorial), Hoffman Mechanical Solutions (HVAC) and Omega Landscaping LLC (landscaping).

3.5. Litigation. Except as disclosed on Exhibit C attached hereto, there is no action, suit or proceeding in court or arbitration which is pending or, to Seller’s actual knowledge, threatened against or affecting any portion of the Property or arising out of the ownership, management or operation of the Property.

3.6. No Other Options. Other than this Agreement, no portion of the Property is subject to any outstanding agreement(s) of sale or options to purchase, rights of first refusal to purchase or other rights of purchase.

3A. Limitations Regarding Representations and Warranties.

(a) As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase “to Seller’s actual knowledge”, “to the best of Seller’s actual knowledge” or any similar phrase shall mean the actual, not constructive or imputed, knowledge of Melissa Gentry in her capacity as Assistant City Manager of the Seller and not individually, without any obligation on such individual's part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

(b) Except as stated in Seller’s representations and warranties set forth herein, Seller shall not have any liability whatsoever to Buyer, with respect to (i) any matters disclosed in any document delivered to Buyer by Seller prior to the date of this Agreement or on any exhibit attached hereto, (ii) any information of which Buyer obtains actual knowledge prior to the Closing Date, or (iii) any other information disclosed in writing to Buyer by Seller after the date hereof and prior to the Closing (all such matters being referred to herein as “Exception Matters”), whether or not Closing occurs hereunder.

4. Inspection Period; Access; Purchase “As Is”. To the extent in Seller's possession, Seller has delivered, or shall deliver to Buyer within ten (10) business days following the Effective Date of this Agreement (the “Property Materials Delivery Date”), or make available to Buyer electronically, or, if unavailable electronically, at the offices of Seller, the materials as set forth on **Exhibit D** attached hereto relating to the Property and such other documents as Seller may make available to Buyer (all such items hereafter referred to as the “Property Materials”), except for any materials which are confidential, privileged or proprietary in nature, such as (but not limited to) internal memoranda and analyses, appraisals, financial projections, client and investor correspondence and other similar materials (the “Proprietary Materials”). If Seller does not provide the Property Materials within ten (10) business days after the Effective Date, the Initial Inspection Period shall be extended for a period equal to the number of days after the Property Materials Delivery Date that Buyer receives all Property Materials. Buyer hereby acknowledges and agrees that (a) Seller has not independently verified the accuracy of completeness of any of the Property Materials, (b) Seller makes no representation or warranty, express or implied, as to the accuracy, completeness or content of the Property Materials, and (c) neither Seller shall have any liability to Buyer as a result of any inaccuracy or incompleteness of any of the Property Materials. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to Seller all of the documents, material or information regarding the Property supplied to Buyer by Seller.

4.1. During the Inspection Period (as defined below), Buyer, its agents and representatives, shall be entitled to enter upon the Real Property from time to time, upon receipt by Seller of notice (which may be verbal) at least one (1) business day in advance of the intended entry, to perform inspections and tests of the Real Property expressly permitted under this Agreement, including surveys, non-invasive environmental studies, non-invasive examinations and tests of structural and mechanical systems within the Improvements, all subject to all of the rights, obligations and limitations set forth in this Section 4.1.

Notwithstanding the foregoing, Buyer, its agents, contractors, consultants, employees, designees, representatives, engineers, subcontractors, accountants or attorneys (collectively, "Buyer's Agents") shall not be permitted to interfere unreasonably with Seller's use of the Property. Buyer acknowledges and agrees that Buyer's right to conduct physically invasive testing, including without limitation, soil sampling/testing, the penetration of walls or ceilings or the penetration of foundation slab, shall be subject to Seller's prior consent thereto, which consent may not be unreasonably withheld. Seller acknowledges that certain geotechnical engineering and soil sampling will be required to determine whether additional improvements may be constructed on the Land. In addition, certain of the existing Improvements may need to be invasively tested and/or penetrated to address any environmental and/or structural integrity concerns. Buyer shall provide to Seller in writing at least three (3) business days prior to the desired access date the reasons for, scope and parameters of, and names and contact information of parties to perform the required invasive testing; such information shall be provided to Missy Gentry (*Missy.Gentry@columbiasc.gov*), Gregory Taylor (*Gregory.Taylor@columbiasc.gov*) and Martin Moore (*Martin.Moore@cbre.com*) via email. Within three (3) business days of receipt, Seller shall provide notice to Buyer of its consent or any objection to such invasive testing (the "Inspection Notice Period"); if Seller does not respond within the Inspection Notice Period, Seller shall be deemed to have consented to such testing. Seller shall provide an explanation of any objection. Buyer and Seller agree to work cooperatively to allow reasonable testing at reasonable locations. Buyer shall promptly repair any damage to the Property caused by any such inspections, samples, tests or investigations performed under this Section.

Buyer hereby agrees to indemnify and hold harmless each Seller, their respective members, trustees, beneficiaries and the shareholders, officers, directors, employees, agents, partners, members, successors and assigns of each of the foregoing (collectively, the "Indemnified Parties") from and against any mechanics' lien or claim therefor, any claim, cause of action, lawsuit, damage, liability, loss, cost or expense (including, without limitation, attorneys' fees) arising out of any (i) entry on to the Real Property by Buyer or any of Buyer's Agents or (ii) out of any inspections, samples, investigations or tests conducted by Buyer or any of Buyer's Agents; provided, however, the indemnity in clause (ii) of this sentence shall not apply to any liability, clean-up expense, diminution in value, lost profits, consequential damages or special damages arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused or exacerbated by Buyer or Buyer's Agents. Prior to any entry upon the Real Property by Buyer or any of Buyer's Agents, Buyer shall deliver to Seller an original certificate acknowledging an endorsement to the commercial general liability insurance policy of Buyer and/or any of Buyer's Agents, as applicable, which evidences that Buyer and/or any of Buyer's Agents, as applicable, are carrying a commercial general liability insurance policy covering (i) the activities of Buyer and/or any Buyer's Agents, as applicable, on or upon the Real Property, and (ii) Buyer's indemnity obligation above. Such endorsement to such insurance policy shall evidence that such insurance policy shall have a per occurrence limit of at least \$1,000,000 and an aggregate limit of at least \$2,000,000, shall name Seller as an additional insured, shall be primary and non-contributing with any other insurance available to Seller, shall contain a full waiver of subrogation clause, and insure Buyer's indemnity obligations hereunder.

The provisions of this Section 4.1 shall survive Closing or the termination of this Agreement.

4.2. Inspection Period.

(a) The term “Initial Inspection Period,” as used herein, shall mean the period ending at 5:00 p.m. Eastern Time Zone (U.S.A.) on the date which is one hundred eighty (180) days following the Effective Date. Buyer may terminate this Agreement in its sole discretion for any reason, or for no reason at all, by giving written notice of such election to Seller on any day prior to and including the final day of the Inspection Period, in which event the Initial Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.2 (a) no longer shall be applicable, and this Agreement shall continue in full force and effect. The Additional Deposit shall be deposited with the Escrow Agent within one (1) business day after the expiration of the Inspection Period.

(b) If Buyer has entered into one or more valid and binding contracts to acquire land contiguous to the Property (the “Adjacent Land”) to be incorporated into the Project and provides copies of such contract(s) to the Seller on or prior to the date which is ninety (90) days after the Effective Date, then the Buyer, at its option, may extend the Initial Inspection Period for an additional ninety (90) days to the date which is two hundred seventy (270) days after the Effective Date (the “Extended Inspection Period”). All testing, inspection and assessments of the Property shall be done within the Initial Inspection Period; the Extended Inspection Period shall be solely for the purpose of allowing Buyer time to incorporate the Adjacent Land into the Project plan. Buyer may terminate this Agreement in its sole discretion for any reason relating to the incorporation of the Adjacent Property into the Project plans by giving written notice of such reason to Seller on any day prior to and including the final day of the Extended Inspection Period, in which event the Initial Deposit and the Additional Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.2(b) no longer shall be applicable, and this Agreement shall continue in full force and effect.

(c) The Initial Inspection Period and the Extended Inspection Period are sometimes referred to together as the “Inspection Period”.

(d) If any date on which the expiration of the Inspection Period would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the expiration of the Inspection Period shall occur at 5:00 p.m. Eastern Time Zone (U.S.A.) on the next business day.

(e) Upon any termination of this Agreement as provided in this section 4.2, Buyer shall deliver a list of all third party vendors utilized by Buyer in its

investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items.

(f) Buyer agrees to diligently pursue completion of all assessments, studies, testing, inspections and Project plans during the Inspection Period.

(g) If, prior to the end of the Inspection Period, Buyer determines that it needs additional time to complete its investigations and assessments of the Property, Buyer shall give written notice to Seller requesting a specified extension of the Inspection Period; Seller shall consider such request in its reasonable discretion.

4.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS (AS DEFINED BELOW), IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED

FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND, SUBJECT TO BUYER'S RIGHTS UNDER SECTION 10.2, BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AND THE INDEMNIFIED PARTIES AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXCEPT AS MAY ARISE FROM A BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF SELLER SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

4.4. Title and Survey Matters. No later than twenty (20) days prior to the end of the Initial Inspection Period, Buyer shall, at Buyer's sole cost and expense, obtain a title report or commitment issued by a title insurance company licensed to do business in South Carolina (the "Title Commitment") with respect to the Real Property. Buyer may, at Buyer's sole cost and expense, obtain an updated survey or new survey of the Real Property (in either case, the "Survey") no later than twenty (20) days prior to the end of the Initial Inspection Period. Buyer shall provide Seller with copies of the Title Commitment and the Survey received by Buyer promptly following Buyer's receipt of same. Buyer shall have until the date which is fifteen (15) days prior to the end of the Initial Inspection Period to approve or disapprove matters disclosed thereby and to give written notice to Seller ("Objection Notice") of any disapproval thereof, indicating in reasonable detail the nature and reasons for Buyer's objection (any such matter or matters to which Buyer objects, are hereinafter, "Objections"); and failure to give an Objection Notice shall constitute Buyer's approval of all such matters. Within ten (10) days after receiving Buyer's Objection Notice ("Seller's Title Notice Period") Seller shall send notice to Buyer (the "Seller's Response"), advising whether Seller intends to attempt to cure such Objections, but Seller shall have no obligation whatsoever to attempt to cure any such Objections except for mortgages placed on any portion of the Property by Seller and mechanics liens encumbering any portion of the Property resulting from contracts entered into by Seller, (the "Company Liens"). Seller's failure to timely deliver a Seller's Response shall be deemed Seller's notice it that will not to attempt to cure such Objections. If Seller's Response states that Seller will not to attempt to cure such Objections, Buyer may, prior to the expiration of the Initial Inspection Period elect to terminate this Agreement by written notice to Seller in which event the Initial Deposit shall be returned to Buyer; provided, if Buyer does not so terminate this Agreement prior to the

expiration of the Initial Inspection Period, Buyer shall be deemed to have waived any Objections other than the Company Liens and agreed to accept title subject thereto, without reduction in the Purchase Price. If Seller's Response states that Seller shall attempt to cure such Objections, Seller shall have until the Closing Date (the "Title Cure Period") within which to cure the Objections. Seller shall be obligated to satisfy any Company Liens and may satisfy same at Closing from its Closing proceeds. Upon notice to Buyer at least three (3) business days prior to the Closing Date, Seller shall have the right to extend the Closing Date for up to thirty (30) days in order to effectuate any such cure. If Seller's Response states its intention to attempt to effectuate such cure and Seller fails to actually effectuate such cure within the Title Cure Period, Buyer's sole rights with respect thereto shall be to terminate this Agreement prior to Closing and receive a refund of the Initial Deposit hereunder; provided if Buyer does not so terminate this Agreement prior to Closing, Buyer shall be deemed to have waived any Objections to any such Title Commitment or Survey matters other than Company Liens, and Buyer shall be deemed to have agreed to accept title subject thereto, without reduction in the Purchase Price.

The parties agree that if the Title Commitment is updated following the expiration of the Initial Inspection Period such that any new title matter that was not of record as of the date of the Title Commitment is disclosed, which is objectionable to Buyer in its reasonable discretion and (i) which arose through Seller following the Effective Date, and (ii) which would have a material adverse effect on the development of the Project on the Property, then Buyer shall have the right to object to the same within five (5) business days after the same is disclosed to Buyer (in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the expiration of such five (5) business day period). If such new objection(s) is not cured (provided that Seller shall have no obligation to cure any such objections) prior to the Closing Date, then Buyer shall have the right to terminate this Agreement and receive a prompt refund of the Deposit.

5. Conditions Precedent to Buyer's Obligations. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option) (the "Buyer Conditions"):

5.1. Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and, except for Exception Matters that do not (a) result from Seller's breach of any of its covenants in this Agreement or (b) materially and adversely affect the value to Buyer of the transactions contemplated by this Agreement, shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5.2. Performance. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5.3. Documents and Deliveries. All instruments and documents required on the Seller's part to effectuate this Agreement and the transactions contemplated hereby

(including the Seller Closing Documents) shall be delivered to Buyer and shall be in the form and substance consistent with the requirements herein.

5.4. [Intentionally Deleted]

5.5. Public Parking Agreement. Execution of the Public Parking Agreement in the form agreed upon by Buyer and Seller during the Inspection Period.

5.6 Abandoned Building Certification. Certification by the City of Columbia in the form of a Resolution of the City Council certifying that the Building is an abandoned building as defined in Section 12-67-120 of the South Carolina Code of Laws, as amended; provided that Buyer has delivered all required information for such certification to the appropriate City official no later than forty five (45) days after the Effective Date.

If any of the above Buyer Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Buyer, in its sole and absolute discretion, Buyer, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Buyer Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Seller on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items. If the Closing occurs, any unsatisfied Buyer Conditions to Closing, unless otherwise agreed, shall be deemed waived by Buyer.

5A. Conditions Precedent to Seller's Obligations. All of Seller's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller, at Seller's option) (the "Seller Conditions"):

5A.1 Accuracy of Representations. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5A.2 Performance. Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5A.3 Documents and Deliveries. All instruments and documents required on the Buyer's part to effectuate this Agreement and the transactions contemplated hereby (including the Buyer Closing Documents) shall be delivered to Seller and shall be in the form and substance consistent with the requirements herein.

5A. 4 [Intentionally Deleted]

5A.5 Public Parking Agreement. Execution of the Public Parking Agreement in the form agreed upon by Buyer and Seller during the Inspection Period.

If any of the above Seller Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Seller, in its sole and absolute discretion, Seller, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Seller Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Buyer on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and, upon Seller's request, Buyer shall deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk). If the Closing occurs, any unsatisfied Seller Conditions to Closing, unless otherwise agreed, shall be deemed waived by Seller.

5B. Agreement Negotiation/Form. Seller and Buyer agree to work cooperatively to agree on a form of each of the agreements set forth in Buyer's Condition to Closing prior to the end of the Inspection Period, each agreement containing such terms and provisions as are reasonably satisfactory to both parties. In the event all or any of the above said agreements have not been finalized to the reasonable satisfaction of the parties herein by the end of the Inspection Period, either Buyer or Seller may terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and the rights and obligations of the parties herein shall be deemed terminated except those provisions expressly stated to survive termination. Upon any such termination, Buyer shall, upon Seller's request, deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk). Any such notice of termination shall be provided in writing to the other party.

6. Pre-Closing Matters.

6.1. Operation of Real Property. From and after the Effective Date of this Agreement, Seller shall operate, maintain and manage the Real Property in the same manner as Seller has in the past. Notwithstanding anything to the contrary in this Agreement, Seller may allow short-term use of the Property to support City operations and/or community events and may lease parking on the Property for daily, monthly and/or event use, provided that all such uses are terminated prior to the Closing Date and provided further that such use does not unreasonably interfere with Buyer's due diligence hereunder.

6.2. Infrastructure Tax Credit. The City will use reasonable efforts to assist the Buyer in obtaining an Ordinance and/or Resolution of the City of Columbia and of Richland County authorizing and approving the application of a 50% infrastructure credit against property

taxes to offset the cost of the parking structure and other public infrastructure; provided, however, that the obtaining of such ordinances and/or resolutions shall not be a condition to Closing. Buyer shall submit all required documentation for such tax credit to the City and Richland County no later than forty five (45) days after the Effective Date.

6.3. No Marketing of Property. During the pendency of this Agreement, Seller shall not enter into any contract or other written agreement for sale of any portion of the Property, or cause or allow any party directly or indirectly controlled by Seller to enter into any contract or other written agreement for sale of any portion of the Property with any other party, nor will it agree to do so.

6.4. No Liens on Property. During the pendency of this Agreement, Seller shall not voluntarily create any liens, easements or other conditions affecting any portion of the Property, without the prior written consent of Buyer, unless such lien, easement or other condition will be cancelled or discharged at Closing, and in such case, such consent shall not be unreasonably withheld, conditioned or delayed.

7. Closing; Deliveries.

7.1. Time of Closing. The Closing shall take place on the date which is thirty (30) days following the expiration of the Inspection Period (subject, however, to extension pursuant to Section 4.5) or such earlier date as the parties may agree to (such date, the "Closing Date") at the offices of the Escrow Agent or by mail, under the supervision of Buyer's and Seller's South Carolina counsel, unless otherwise agreed to in writing by both Seller and Buyer (the parties hereby agreeing that all deliveries may be mailed into escrow with Escrow Agent and neither party shall be required to appear at the offices of Escrow Agent). If any date on which the Closing would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the Closing shall occur on the next business day.

7.2. Seller Deliveries. At Closing, Seller shall deliver to Escrow Agent the following, each of which shall be in a form reasonably satisfactory to the parties hereto ("Seller Closing Documents"):

7.2.1. A limited warranty deed (the "Deed") to the Real Property from Seller, duly executed and acknowledged by Seller, subject only to such title matters as are approved (or deemed approved) pursuant to Section 4.5.

7.2.2. A bill of sale for the Personalty from Seller, duly executed by Seller.

7.2.3. An owner's affidavit sufficient for Buyer's title insurer to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfiled mechanics' or materialmen's liens for work performed by Seller prior to Closing, or for rights of parties in possession; provided that such affidavit shall not contain any indemnifications from the Seller.

7.2.4. A Non-Foreign Affidavit as required by FIRPTA with respect to the sale of the Property, duly executed by Seller.

7.2.5. A certification by Seller that all representations and warranties made by Seller in Article 3 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

7.2.6. Keys or combinations to all locks at the Real Property, to the extent in Seller's possession. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 7.2.7 available to Buyer at the Real Property in lieu of delivering them to Escrow Agent.

7.2.7. The Public Parking Agreement and a memorandum thereof, to be recorded at Closing.

7.2.8. The Declaration.

7.2.9. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7.3. Buyer Deliveries. At Closing, Buyer shall deliver to Escrow Agent the following:

7.3.1. In accordance with Seller's instructions, wire transfer in the amounts required under Section 2.2 hereof (subject to the adjustments provided for in this Agreement).

7.3.2. A certification by Buyer that all representations and warranties made by Buyer in Article 16 of this Agreement are true and correct in all material respects on the date of Closing.

7.3.3. The Public Parking Agreement and a memorandum thereof, to be recorded at Closing.

7.3.4. [Intentionally Deleted]

7.3.5. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8. Apportionments; Taxes; Expenses.

8.1. Apportionments. Seller shall deliver to Buyer a draft settlement statement reflecting the proration of amounts relating to the Property on or before five (5) business days prior to Closing.

8.1.1. Taxes and Operating Expenses. All real estate taxes, charges and assessments affecting the Property ("Taxes"), and all charges for water, electricity, sewer rental, gas, telephone and all other utilities ("Operating Expenses"), shall be prorated on a per diem basis as of the date of Closing. Buyer shall be entitled to all income and responsible for all expenses for the period beginning at 12:01 a.m. (Eastern Time Zone (U.S.A.)) on the date of Closing, except as set forth herein. If any Taxes have not been finally assessed as of the date of

Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. If any Operating Expenses cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far, and shall be re-adjusted when and if final bills are issued. Buyer hereby agrees to assume all non-delinquent assessments affecting the Property, whether special or general.

8.1.2. Items Customarily Prorated. Any items not specified in this Section 8.1 which are customarily prorated, apportioned or adjusted in commercial transactions in the State of South Carolina shall be prorated, apportioned or adjusted, as applicable, of the date of Closing.

8.1.3. Correction of Prorations. In the event any prorations, apportionments, adjustments, or computation shall prove to be incorrect for any reason (including errors or omissions), then either party shall be entitled to an adjustment to correct the same within thirty (30) days after written notice to the other party, provided that all such adjustments shall be made, if at all, on or before a date which is one hundred fifty (150) days after the calendar year in which the Closing occurs.

8.1.4. Survival. The provisions of this Section 8.1 shall survive the Closing to the extent any monies may be payable pursuant to this Section 8.1 to either party subsequent to the transfer of title to the Property to Buyer.

8.2. Closing Costs. Seller shall pay transfer taxes and documentary stamps and/or similar taxes or charges and costs (other than recording or filing fees) due upon the transfer of the Real Property in Columbia, South Carolina in connection with the transaction contemplated hereby, and payment of all Company Liens, if applicable. Buyer agrees to pay recording costs imposed upon recordation of the Deed for the Real Property. Buyer shall also pay all title insurance premiums and costs (including the costs of endorsements), the cost of the Survey, the costs of its due diligence studies and reports, and the costs and fees of the Escrow Agent. Seller and Buyer shall each pay the costs of its own counsel.

9. Damage or Destruction; Condemnation; Insurance.

If at any time prior to the date of Closing there is damage or destruction to the Real Property excluding the need for roof repair or the installation of a new roof, the cost for repair of which exceeds an amount equal to \$200,000 and the Real Property cannot be restored to its original condition prior to Closing, or if all or any material portion of the Real Property is condemned or taken by eminent domain proceedings by any public authority, then, at the option of Buyer, this Agreement shall terminate, and the Deposit shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

If there is any damage or destruction or condemnation or taking, regardless of the cost of any repair, and if Buyer elects not to terminate this Agreement as therein provided, then (1) in the case of a taking, all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing; and (2) in the case of a casualty,

Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under the applicable insurance policies, less any costs of collection and any sums expended in restoration, and Seller's deductible shall be a credit to Buyer against the Property Purchase Price.

10. Remedies.

10.1. Pre-Closing Buyer Default. In the event Buyer breaches or fails, without legal excuse to complete the purchase of the Property or to perform its obligations under this Agreement, then Seller shall, as its sole remedy therefor, be entitled to receive the Deposit, plus all interest earned and accrued thereon, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default (other than with respect to the indemnification and restoration obligations of Buyer contained herein). Thereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' best efforts to approximate such potential damages.

10.2. Pre-Closing Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its pre-Closing obligations under this Agreement or if any of Seller's representations contained herein was untrue in any material respect as of the date of this Agreement and the Closing Date, Buyer may, as its sole remedy therefor, subject to Section 3A(b), either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive a return of the Deposit Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. Buyer shall be deemed to have elected to terminate this Agreement and receive a return of the Deposit if Buyer fails to provide Seller with written notice, within thirty (30) days following the date upon which the Closing was to have occurred, of Buyer's intent to file a suit for specific performance or if Buyer fails to file such suit within sixty (60) days after such written notice.

11. Confidentiality. Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Property in accordance with Section 4. hereof, any of the documents, material or information regarding the Property supplied to Buyer by Seller or by any third party at Seller's request, including, without limitation any environmental site assessment reports furnished to Buyer except to Buyer's consultants, accountants, attorneys, agents, advisors, investors, lenders and other similar parties on a "need to know" basis. In addition, prior to and after the Closing, Buyer shall not issue any press release or other information to the public regarding the transaction contemplated herein, except as may be expressly approved in advance by Seller; provided that Buyer may issue press releases following the Closing as long as the same do not name or identify Seller or any Affiliate of Seller. Notwithstanding the foregoing, Buyer and Seller shall be permitted to make such disclosures as are required by the law, including the securities laws and laws relating to financial reporting and laws and regulations applicable to Seller as a governmental entity. Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, damages, claims and liabilities of any kind (including, without limitation, reasonable attorneys' fees) arising out of Buyer's breach of this Section 11. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Possession. Possession of the Real Property shall be surrendered to Buyer at Closing.

13. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

13.1. If to Seller:

City of Columbia, South Carolina
Attn: Missy Gentry
1737 Main Street
Columbia, South Carolina 29201
Email: Missy.Gentry@columbiasc.gov

With a copy to:

Burr & Forman LLP
1221 Main Street, 18th Floor
Columbia, South Carolina 29201
Attention: Judith L. McInnis, Esquire
Fax No. (803) (803)753-3278
E-mail: jmcinnis@burrr.com

If to Buyer:

Latitude 32 Development, LLC
1985 Riviera Drive, Suite 103-148
Mt. Pleasant, SC 29464
Attention: Wade Thompson
E-mail: wade@lat32group.com

With a copy to:

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, SC 29201
Attention: Gary W. Morris
Email: gmorris@hsblawfirm.com

If to the Escrow Agent to:

Haynsworth Sinkler Boyd, P.A.
 1201 Main Street, Suite 2200
 Columbia, SC 29201
 Attention: Gary W. Morris
 E-mail: gmorris@hsblawfirm.com

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by facsimile or email transmission (provided that such facsimile or email transmission is confirmed by the sender by delivery service or by mail in the manner previously described within 24 hours after such transmission is sent). Any such notice or communication shall be effective when delivered or when delivery is refused.

14. Brokers. Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction, except that Seller has retained Martin Moore with CBRE to serve as its broker in connection with this transaction and the Buyer has retained Brad Miller, Coldwell Banker to serve as its broker in connection with this transaction. Each party shall pay the fees and costs of its broker. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 14. The provisions of this Section 14 shall survive Closing or the termination of this Agreement.

15. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

15.1. Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

15.2. Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

15.3. Escrow Agent Liability. The Escrow Agent shall not incur any liability in connection with the performance of its duties under this Agreement unless the Escrow Agent acts in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement.

15.4. Disputes. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the

propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

15.5. Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

15.6. Interest. All deposits into the escrow shall be held by the Escrow Agent in a non-interest bearing account.

15.7. Conflict. Seller and Buyer acknowledge that Escrow Agent is also representing Buyer in the transaction contemplated by this Agreement and no conflict exists, or to the extent a conflict does exist, the parties waive any such conflict.

16. Representations of Buyer. Buyer represents and warrants to Seller that:

16.1. Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of South Carolina, duly qualified to transact business in the State of South Carolina and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

16.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

16.3. Source of Funds. Buyer shall have the right to obtain financing in connection with its purchase of the Property, however Buyer acknowledges and agrees that its obligations hereunder are not contingent upon Buyer obtaining financing for the purchase of the Property.

16.4. Bankruptcy Matters. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally, and Buyer has not planned or contemplated, and is not planning or contemplating, any of the foregoing.

16.5. OFAC. Buyer is in compliance with the requirements of the Orders. Neither Buyer nor any of its affiliates (i) is listed on any of the Lists, (ii) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) is owned or controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

17. Miscellaneous.

17.1. Assignability. Buyer may not assign this Agreement without first obtaining Seller's written consent, provided however, Buyer may assign this Agreement to an entity controlled by Buyer without the consent of Seller. In such event, the assignee shall assume all the obligations of Buyer hereunder and Buyer shall also remain fully liable under this Agreement. Any assignment in contravention of this provision shall be void. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder and shall be bound by any covenant of Buyer hereunder, as if the assignee were the original signatory hereto.

17.2. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the State of South Carolina and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

17.3. Recording. Neither this Agreement nor any notice or memorandum hereof shall be recorded in any public land record. A violation of this prohibition shall constitute a material breach entitling the non-breaching party to terminate this Agreement.

17.4. Time of the Essence. Time is of the essence as to the obligations of Buyer under each and every provision of this Agreement.

17.5. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.6. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.7. Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

17.8. Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

17.9. Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

17.10. Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

17.11. Business Days. The phrase "business days" as used herein shall mean the days of Monday through Friday, excepting only federal holidays.

17.12. Attorneys Fees. In the event of any litigation arising out this Agreement, the reasonable attorney's fees and costs incurred by the prevailing party shall be paid by the non-prevailing party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

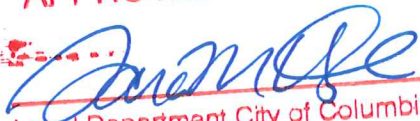
CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

LATITUDE 32 DEVELOPMENT, LLC,
a South Carolina limited liability company

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

ESCROW AGENT:

Haynsworth Sinkler Boyd, P.A.

By: _____
Name: Gary W. Morris
Title: _____

LIST OF EXHIBITS

Exhibit A	-	Description of Land
Exhibit B	-	Reserved
Exhibit C	-	Pending Litigation
Exhibit D	-	Property Materials

EXHIBIT A

Description of Land

Parcel A

All that certain piece, parcel or lot of land with improvements thereon in the State of South Carolina, County of Richland, City of Columbia, being known as 2220 Lee Street and being more fully shown as Parcel B on a plat prepared for W. Croft Jennings, Jr. by I.B. Cox and Son, Registered Land Surveyors and Engineers, dated September 21, 1973, being bordered on the north by Lee Street, whereon it measures ninety-nine and 85/100 (99.85') feet; on the east by property shown on said plat as a portion of Parcel A, whereon it measures two hundred eighteen and seven-tenths (218.7) feet; on the south by property shown on said plat as a portion of Parcel A, whereon it measures one hundred and no-tenths (100.0') feet; and on the west by property now or formerly of Morris, whereon it measures two hundred eighteen and nine-tenths (218.9') feet, all measurements being a little more or less.

Parcel B

All that certain piece, parcel or lot of land, together with the improvements thereon (known as 2224 Lee Street), situate, lying and being on the southern side of Lee Street between Santee and Heidt Streets, in the City of Columbia, County of Richland, State of South Carolina, and being particularly shown and designated as Parcel C upon that certain plat of property surveyed for Porter General Agency, Inc., made by B.P. Barber and Associates, Inc., Engineers, dated May 19, 1965, and having the following boundaries and measurements: on the North by Lee Street and fronting and measuring thereon 75 feet; on the East by property now or formerly of Elizabeth W. Coker and measuring thereon 219.5 feet; on the South by property now or formerly of Robert B. Mobley and Parcel B, as shown on said plat, and measuring thereon 75 feet; and on the West by property now or formerly of Lottie C. Hammond and measuring thereon 218.7 feet, all of which will more fully appear by reference to said plat, and all of said measurements being a little more or less.

Parcel C

All that certain piece, parcel or lot of land, situate, lying and being between Devine Street and Lee Street, in the City of Columbia, County of Richland and State of South Carolina, and being more particularly shown and designated as Parcel B upon that certain plat of property surveyed for Porter General Agency, Inc., made by B.P. Barber and Associates, Inc., Engineers, dated May 19, 1965, and having the following boundaries and measurements: on the North by a portion of property now or formerly of Lottie C. Hammond and a portion of Parcel C, as shown on said plat, and measuring thereon 61 feet; on the East by property now or formerly of Robert B. Mobley and measuring thereon 47 feet; on the South by a portion of Parcel A, as shown on said plat, and measuring thereon 61 feet; and on the West by property now or formerly of Mary S. Dorn and measuring thereon 47 feet, all of which will more fully appear by reference to said plat, and all measurements being a little more or less.

Parcel D

All that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia on the north side of Devine Street between Harden and Heidt Street, with the improvements thereon and known as number 2223 Devine Street, Columbia, S.C., commencing at a point 152.9 feet from the northwestern corner of Devine and Heidt Streets and running from thence in a northerly direction for a distance of 150.5 feet to a point, and from thence turning and running in a westerly direction for a distance of 108

feet to a point, and from thence turning and running in a southerly direction 151 feet to a point on Devine Street, and from thence turning and running in an easterly direction along the said Devine Street for a distance of 108 feet to the point of commencement.

Parcel E

All that certain piece, parcel or lot of land, with improvements thereon, designated as Lot No. 2 on a plat of the property of William S. Weston, and others made by Tomlinson Engineering Company, August 21, 1934, situate, lying and being on the northern side of Devine Street, in the City of Columbia, commencing at an iron stake Two Hundred Sixty and Nine-Tenths (260.9') feet from the northwestern corner of Devine and High Streets, and from thence running in a northerly direction on the western boundary of Lot No. 1, as shown on said plat heretofore referred to for a distance of One Hundred Fifty-One (151') feet to an iron stake and from thence turning and running in a westerly direction Forty-Eight and Eight-Tenths (48.8') feet to an iron stake and from thence turning and running in a northwesterly direction for a distance of Forty-Three and Eight-Tenths (43.8') feet to an iron in concrete and from thence turning and running in a southerly direction for a distance of One Hundred Seventy-Six and Four-Tenths (176.4') feet to an iron in concrete and from thence turning and running in an easterly direction along the northern boundary of Devine Street for a distance of Eighty-Three and Eight-Tenths (83.8') feet to the point of commencement.

Parcel F

All that certain piece, parcel or lot of land, situate, lying and being west of Heidt Street, between Devine and Lee Streets, in the City of Columbia, Richland County, South Carolina, and being irregular in shape, and being cut off the western end of lot conveyed to Robert B. Mobley by Louise C. Mobley by her deed dated July 31, 1947, recorded in the Office of the Clerk of Court for Richland County in Deed Book 5, at Page 87, beginning at an iron at the point where the northeast corner of lot of Mary S. Dorn joins the aforementioned lot of Robert B. Mobley, thence running N 84°-00 W 48.8 feet to a post, thence turning and running N 31°-10 W 87.5 feet to an iron, thence turning and running S 84°-00 E 121 feet to an iron, thence turning at a right angle and running S 5°-05 W 47 feet to the point of beginning, being the lot so delineated and described on plat of property surveyed from Robert B. Mobley by Barber, Keels & Associates, Engineers, dated April 9, 1953, recorded in the Office of the Clerk of Court for Richland County, South Carolina, said lot being bounded on the north by lots of Williams and of Hammond, east by the remaining portion of the aforementioned lot of Robert B. Mobley, and south and west by lot now or formerly of Weston and by property of Mary S. Dorn.

Parcel G

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the western side of Heidt Street, formerly known as High Street, between Devine and Lee Street, in the City of Columbia, in the County of Richland, State of South Carolina, the improvements thereon being known as 711 Heidt Street, said property measuring 45.5 feet, more or less, on Heidt Street, and running back therefrom in parallel lines for a distance of 200 feet, more or less.

Parcel H

All that certain piece, parcel or lot of land, known as No. 2219 Devine Street, with the improvements thereon, situate, lying and being on the northern side of Devine Street, between Heidt Street (formerly High Street) and Santee Street (formerly Poplar Street), in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot No. Three (3), on plat of property of William S. Weston, et al, by Tomlinson Engineering Co., dated August 21, 1934, and recorded in the Office of the

Register of Mesne Conveyance for Richland County in Plat Book "G" at Page 156, measuring on its northern and southern sides Sixty-Four and 5/10 (64.5) feet and on its eastern and western sides One Hundred Sixty Two (162') feet; and being bounded on the North by portion of Lot No. 4, on said plat (property of W.S. Weston); on the East by portion of Lot No. 2, on said plat (property of W.S. Weston); on the South by Devine Street; and on the West by portion of Lot No. 4, on said plat (property of W.S. Weston).

Parcel I

All that certain piece, parcel or lot of land, with improvements thereon, in the State of South Carolina, County of Richland, City of Columbia, being known as 2228 Lee Street, and being more fully shown on a plat prepared for W. Croft Jennings, Jr. by Isaac B. Cox & Son, Registered Land Surveyors and Engineers, dated May 20, 1974, being bordered on the north by Lee Street whereon it measures 49.9 feet; on the east by property shown on said plat as now or formerly Security Federal Savings & Loan Association, now or formerly Layton, now or formerly Williams, and now or formerly Williams whereon it measures 219.7 feet; on the south by property shown as now or formerly W. Croft Jennings, Jr. whereon it measures 49.95 feet; on the west by property now or formerly W. Croft Jennings, Jr. whereon it measures 219.4 feet, all measurements being a little more or less.

Parcel J

All that certain piece, parcel or lot of land, with improvements thereon, known as No. 2204 Lee Street, being more fully described in a plat prepared for W. Croft Jennings, Jr. by Isaac B. Cox & Son, Reg. Land Surveyor and Engineer, dated September 12, 1974. Said parcel is bordered on the North by Lee Street whereon it measures Seventy-Four and Nine-Tenths (74.9') feet, on the east by property now or formerly of W. Croft Jennings, Jr. whereon it measures Two Hundred Eighteen and Five-Tenths (218.5') feet, on the South by property now or formerly of W. Croft Jennings, Jr. whereon it measures Forty-Two and Three-Tenths (42.3') feet, on the South by property now or formerly of Mid-Carolina Alcohol Association whereon it measures Forty-Two and Six-Tenths (42.6') feet, and on the west by property of Holy Trinity Lutheran Church whereon it measures One Hundred Ninety-One and Two-Tenths (191.2') feet. The aforesaid conveyance described the property as having a depth of Two Hundred Eight (208') feet, more or less, but upon an accurate survey being made, which survey is above referred to, the depth is determined to be Two Hundred Eighteen and Five-Tenths (218.5') feet on the eastern boundary and One Hundred Ninety-One and Two-Tenths (191.2') feet on the western boundary.

Parcel K

All that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, in the block bounded by Devine Street, Santee Avenue, Lee Street and Heidt Street and located One Hundred Sixty-One and Eight-Tenths (161.8') feet north of Devine Street and consisting of Two Thousand Four Hundred Forty-Six (2,446) square feet and being more particularly shown on a plat prepared for W. Croft Jennings, Jr. dated April 21, 1975, by Isaac B. Cox & Son, Reg. Land Surveyors and Engineers, whereon said property is shown bounded on the North by property of W. Croft Jennings, Jr. whereon it measures Forty-Two and Six-Tenths (42.6') feet and Forty-Five and One-Tenth (45.1') feet, on the East by property of W. Croft Jennings, Jr. whereon it measures Fourteen and Two-Tenths (14.2') feet, on the South by property of W. Croft Jennings, Jr. whereon it measures Sixty-Four and Six-Tenths (64.6') feet, on the West by property of Mid-Carolina Alcohol Association whereon it measures Sixty-Four and Six-Tenths (64.6') feet.

This being all the same property also described as follows:

All that certain piece, parcel or tract of land with any and all improvements thereon, situate, lying and being in the City of Columbia, Richland County, South Carolina, as more particularly described as containing 2.83 acres (123254 Sq. Ft.), more or less, on a Plat prepared for State of South Carolina by Baxter Land Surveying Co., Inc., dated March 18, 2004, and said parcel having the following metes and bounds to wit:

BEGIN AT POINT on the northern right-of-way of Devine Street, which point is located 153.1 feet northwest of the intersection of the northern right-of-way of Devine Street and the western right-of-way of Heidt Street; thence running along the northern right-of-way of Devine Street N 82°39'00" W for a distance of 256.29 feet to a 1" pipe found; thence turning and running along property now or formerly of Holy Trinity Lutheran Church the following courses and distances: (i) N 07°24'53" E for a distance of 161.66 feet to a 1/2" rebar found; (ii) N 00°57'19" E for a distance of 64.66 feet to a 1/2" rebar found; (iii) N 07°08'01" E for a distance of 191.10 feet to a 1" pipe found; thence turning and running along the southern right-of-way of Lee Street S 82°28'35" E for a distance of 299.06 feet to a 1/2" rebar found; thence turning and running along property now or formerly of Emily M. Wilson & Allen Prater, Dorothy A. Doniphan, Dorothy W. Bratton and Willis D. Bethea, Jr. S 06°45'39" W for a distance of 220.32 feet to a point; thence turning and running along property now or formerly of Willis D. Bethea, Jr. S 82°35'44" E for a distance of 115.45 feet to a point; thence turning and running along the western right-of-way of Heidt Street S 07°08'23" W for a distance of 45.26 feet to a point; thence turning and running along property now or formerly of Frances C. Wells N 82°29'42" W for a distance of 152.80 feet to a 1" pipe; thence turning and running along property now or formerly of Frances C. Wells S 07°23'27" W for a distance of 150.84 feet to the Point of Beginning, be all measurements a little more or less.

Derivation: This being the same property conveyed to City of Columbia, South Carolina by that certain Quitclaim Deed from State of South Carolina, by and through the Department of Administration dated March 20, 2019 and recorded March 21, 2019 in Record Book 2379 at Page 3049, in the Office of the Register of Deeds for Richland County, South Carolina.

TMS No.: 11312-02-03 and 11312-02-09

EXHIBIT B**Reserved**

EXHIBIT CPending Litigation

NONE

EXHIBIT D**Property Materials**

[to the extent in Seller's possession]

- a) Existing title policy and survey.
- b) Environmental Reports and Engineering Reports done in the past five years.
- c) A detailed list of all equipment on the site.
- d) Most recent Life Safety Inspection reports (alarm, sprinkler, backflow, infrared, roof).
- e) Any maintenance/replacement records on the HVAC systems.
- f) Plans, specifications and any architectural drawings, if any.
- g) Any warranties as to personalty, roof or other improvements.
- h) Any and all utility bills or other utility information provided to Seller over the last three (3) months.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of the Effective Date, by and among the **CITY OF COLUMBIA, SOUTH CAROLINA** (“Seller”), and **LATITUDE 32 DEVELOPMENT, LLC**, a South Carolina limited liability company (“Buyer”). Haynsworth Sinkler Boyd, P.A. (the “Escrow Agent”) joins in this Agreement for the limited purposes set forth in Section 15. The Effective Date shall be the date the last party executes this Agreement (the “Effective Date”).

BACKGROUND

A. Seller is the owner of the following (collectively, the “Property”):

(1) All that land which is located in the City of Columbia, Richland County, South Carolina and described on **Exhibit A** hereto, together with all easements, rights and privileges appurtenant thereto (the “Land”);

(2) The building (the “Building”) having approximately 90,998 square feet, the parking deck and all improvements, structures, fixtures and parking areas located on the Land and appurtenant thereto (the Building and such improvements, structures, fixtures and parking areas being hereinafter collectively referred to as the “Improvements,” and the Land and the Improvements being hereinafter collectively referred to as the “Real Property”);

(3) All fixtures, equipment, furniture, furnishings, appliances, supplies, artwork and sculptures and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the Real Property and located within the Real Property (the “Personalty”);

B. Buyer desires to purchase, and Seller desires to sell, the Property, as provided in this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Purchase.

1.1. Sale. Seller hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for the Purchase Price (as defined below) and on and subject to the other terms and conditions set forth in this Agreement.

1.2. Project.

(a) The Property shall be redeveloped as a multi-family residential complex with commercial spaces for retail and restaurant use. The Buyer intends to construct 225-250 residential units which will include townhouse units which shall be consistent with first class units in the downtown area of Columbia (as may be modified by the Final Project Determination (hereinafter defined), the “Project”). The ultimate density and types of units and commercial uses, however, will depend upon structural and engineering parameters, zoning, design guideline requirements, whether adjacent land is acquired for inclusion in the development and whether the Building will be renovated or demolished, all as determined during the Inspection Period (as defined in Section 4.2); Seller and Buyer shall agree on

the density of residential uses, the square footage/location of commercial space, and the number/location of parking spaces prior to the end of the Inspection Period and evidence such agreement in writing (the “Final Project Determination”). Either Buyer or Seller may terminate this Agreement prior to the end of the Inspection Period if the Final Project Determination has not been agreed upon. Notwithstanding anything herein to the contrary, if Buyer and Seller do not agree on the Final Project Determination prior to the end of the Inspection Period, Buyer may proceed with the Project utilizing density of residential uses, square footage/location of commercial space and the number/location of parking spaces as are then permitted by applicable zoning ordinances and codes.

(b) The Project shall not be designated, marketed, structured or operated, in whole or in part, as student housing, shall not target students in its marketing and leasing efforts, and shall not be leased by the bed or bedroom; accordingly, the Project shall not meet the definition of a “private dorm” or similar use pursuant to applicable zoning ordinances.

(c) The provisions and restrictions set forth in this section 1.2 shall continue in effect through the date which is seven (7) years after the Buyer receives its permanent certificate of occupancy for the Project (the “Restricted Period”) and shall be set forth in a declaration of restrictions (the “Declaration”) that shall be recorded immediately prior to the Deed (as hereinafter defined) conveying the Property to the Buyer.

1.3 Upon completion of the required design and construction documents, Buyer shall promptly apply for all permits and approvals necessary for construction of the Project (the “Permits/Approvals”) and shall use commercially reasonable best efforts to diligently pursue all Permits/Approvals to issuance as expeditiously as possible.

1.4 The Seller shall have a right of first refusal if the Buyer desires to sell, transfer or convey the Property or any portion thereof, which shall include the transfer of membership interests in the Buyer which, together with any other such transfer, constitutes a controlling interest in the Buyer, at any time during the Restricted Period. If Buyer has an offer (the “Offer”) for the Property or such membership interests in the Buyer that Buyer desires to accept, Buyer shall notify Seller in writing and provide a copy of such Offer; Seller shall have thirty (30) days from receipt of such notice from Buyer in which to determine if Seller desires to exercise its right of first refusal to purchase the Property or the membership interest on the terms and conditions set forth in the Offer, as modified herein, and Seller shall notify Buyer in writing of its determination; failure of Seller to timely notify Buyer shall be deemed as Seller’s election not to exercise its right of first refusal. If Seller does elect to exercise its right of first refusal to acquire the Property or the membership interest, notwithstanding anything to the contrary in the Offer, the closing shall occur on or before the day that is ninety (90) days after Seller’s notice of such election to Buyer, there shall be no title exceptions encumbering the Property other than those on the Closing Date (and all mortgages, liens, assignments and other financing documents of Buyer shall be removed and satisfied). The provisions of this Section 1.4 shall be set forth in the Deed conveying the Property to the Buyer.

1.5 Buyer intends to redevelop the parking deck to include parking for residents and guests. The Property currently has approximately 313 parking spaces, consisting of approximately 168 surface lot spaces and approximately 145 deck spaces (the “Existing Parking Spaces”). ~~A minimum of 50 space will be allocated at all times for public use excluding uses in connection with the Project (the “Public Parking Spaces”). Buyer and Seller acknowledge the intent to negotiate a Public Parking Agreement (as hereinafter defined) during the Inspection Period that outlines the extent of the commitment of public parking being made available on the Property (the “Public Parking Spaces”) as part of the final development plan.~~ Those spaces utilized by the public shall require payment based upon time of use. It is anticipated that only a minimum number of parking spaces will be reserved, so most parking spaces

will be utilized on a so called first-come-first-serve basis. Fees to be charged for these Public Parking Spaces shall not exceed the market parking rates in the Five Points area. If the Final Project Determination includes parking in excess of the Existing Parking Spaces, the Seller and Buyer agree to ~~increase the number~~ include all excess parking spaces in negotiations of the Public Parking Spaces by an amount reasonably acceptable to both parties; Agreement; if both Buyer and Seller have not agreed on such ~~additional~~ Public Parking Spaces within fifteen (15) days after the date of the Final Project Determination, and included such agreement in the Public Parking Agreement (as hereinafter defined), either Buyer or Seller may terminate this Agreement. Buyer acknowledges that Seller will require public parking spaces to be available on the Property, with the extent of such public parking subject to negotiation as provided above. The Buyer shall provide the Seller with monthly reports on the status of the Public Parking Spaces and their utilization, including but not limited to number of spaces on weekly or monthly leases. The parties shall enter into an agreement at Closing more specifically describing the allocation of Public Parking Spaces (the “Public Parking Agreement”); the Public Parking Agreement shall be negotiated and agreed upon by Buyer and Seller during the Inspection Period and either Buyer or Seller may terminate this Agreement prior to the end of the Inspection Period if the Public Parking Agreement has not been agreed upon. .

2. Purchase Price. The total purchase price for the Property the “Purchase Price”) shall be FOUR MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,500,000.00).

2.1. Deposit.

(a) Within two (2) business days after the execution and delivery of this Agreement by all parties, Buyer shall deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a cash or wire transfer deposit in the amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) (together with any interest earned thereon, the “Initial Deposit”). Unless Buyer terminates this Agreement during the Initial Inspection Period (hereinafter defined), Buyer shall, within one (1) business day after the expiration of the Initial Inspection Period, deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, an additional cash or wire transfer deposit in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) (together with any interest earned thereon, the “Additional Deposit”). The Initial Deposit and the Additional Deposit, after the Additional Deposit is delivered to Escrow Agent, are referred to herein as the “Deposit.” Subsequent to deposit of the Additional Deposit, the entire Deposit shall be nonrefundable to Buyer except as otherwise expressly provided herein.

2.2. Payment at Closing.

(a) At the consummation of the transaction contemplated hereby (the “Closing”), Buyer shall deliver to Escrow Agent, in immediately available funds, cash or wire transfer in an amount equal to the Purchase Price less the Deposit. The Purchase Price less the Deposit, subject to other adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available funds, transferred to Escrow Agent.

(b) The delivery and recording of documents and the disbursement of funds shall be effectuated through Buyer’s and Seller’s South Carolina counsel and the Escrow Agent at the Closing and pursuant to the closing instructions from the parties hereto, which closing instructions shall not modify or diminish the parties’ respective obligations hereunder. Notwithstanding anything to the contrary in this Agreement, the Closing shall be conducted in accordance with the requirements of South Carolina with respect to its unauthorized practice of law requirements.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

3.1. Authority. Seller is a municipal corporation in the State of South Carolina. Seller has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized by Seller.

3.2. No Conflict. To Seller's actual knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder, on the part of Seller does not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property by reason of, the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller, or which otherwise affects Seller, which will not be discharged, assumed or released at Closing.

3.3. Leases. There are no leases currently in effect which affect the Real Property.

3.4. Contracts. There are no construction, management, leasing, service, equipment, supply, maintenance or concession agreements in effect with respect to the any portion of the Property, except for agreements with Johnson Controls (alarm systems), Otis Elevator (elevator maintenance), First Impressions (janitorial), Hoffman Mechanical Solutions (HVAC) and Omega Landscaping LLC (landscaping).

3.5. Litigation. Except as disclosed on Exhibit C attached hereto, there is no action, suit or proceeding in court or arbitration which is pending or, to Seller's actual knowledge, threatened against or affecting any portion of the Property or arising out of the ownership, management or operation of the Property.

3.6. No Other Options. Other than this Agreement, no portion of the Property is subject to any outstanding agreement(s) of sale or options to purchase, rights of first refusal to purchase or other rights of purchase.

3A. Limitations Regarding Representations and Warranties.

(a) As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase "to Seller's actual knowledge", "to the best of Seller's actual knowledge" or any similar phrase shall mean the actual, not constructive or imputed, knowledge of Melissa Gentry in her capacity as Assistant City Manager of the Seller and not individually, without any obligation on such individual's part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

(b) Except as stated in Seller's representations and warranties set forth herein, Seller shall not have any liability whatsoever to Buyer, with respect to (i) any matters disclosed in any document delivered to Buyer by Seller prior to the date of this Agreement or on any exhibit attached hereto, (ii) any information of which Buyer obtains actual knowledge prior to the Closing Date, or (iii) any other information disclosed in writing to Buyer by Seller after the date hereof and prior to the Closing (all such matters being referred to herein as "Exception Matters"), whether or not Closing occurs hereunder.

4. Inspection Period; Access; Purchase “As Is”. To the extent in Seller's possession, Seller has delivered, or shall deliver to Buyer within ten (10) business days following the Effective Date of this Agreement (the “Property Materials Delivery Date”), or make available to Buyer electronically, or, if unavailable electronically, at the offices of Seller, the materials as set forth on **Exhibit D** attached hereto relating to the Property and such other documents as Seller may make available to Buyer (all such items hereafter referred to as the “Property Materials”), except for any materials which are confidential, privileged or proprietary in nature, such as (but not limited to) internal memoranda and analyses, appraisals, financial projections, client and investor correspondence and other similar materials (the “Proprietary Materials”). If Seller does not provide the Property Materials within ten (10) business days after the Effective Date, the Initial Inspection Period shall be extended for a period equal to the number of days after the Property Materials Delivery Date that Buyer receives all Property Materials. Buyer hereby acknowledges and agrees that (a) Seller has not independently verified the accuracy of completeness of any of the Property Materials, (b) Seller makes no representation or warranty, express or implied, as to the accuracy, completeness or content of the Property Materials, and (c) neither Seller shall have any liability to Buyer as a result of any inaccuracy or incompleteness of any of the Property Materials. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to Seller all of the documents, material or information regarding the Property supplied to Buyer by Seller.

4.1. During the Inspection Period (as defined below), Buyer, its agents and representatives, shall be entitled to enter upon the Real Property from time to time, upon receipt by Seller of notice (which may be verbal) at least one (1) business day in advance of the intended entry, to perform inspections and tests of the Real Property expressly permitted under this Agreement, including surveys, non-invasive environmental studies, non-invasive examinations and tests of structural and mechanical systems within the Improvements, all subject to all of the rights, obligations and limitations set forth in this Section 4.1.

Notwithstanding the foregoing, Buyer, its agents, contractors, consultants, employees, designees, representatives, engineers, subcontractors, accountants or attorneys (collectively, “Buyer's Agents”) shall not be permitted to interfere unreasonably with Seller's use of the Property. Buyer acknowledges and agrees that Buyer's right to conduct physically invasive testing, including without limitation, soil sampling/testing, the penetration of walls or ceilings or the penetration of foundation slab, shall be subject to Seller's prior consent thereto, which consent may not be unreasonably withheld. Seller acknowledges that certain geotechnical engineering and soil sampling will be required to determine whether additional improvements may be constructed on the Land. In addition, certain of the existing Improvements may need to be invasively tested and/or penetrated to address any environmental and/or structural integrity concerns. Buyer shall provide to Seller in writing at least three (3) business days prior to the desired access date the reasons for, scope and parameters of, and names and contact information of parties to perform the required invasive testing; such information shall be provided to Missy Gentry (Missy.Gentry@columbiasc.gov), Gregory Taylor (Gregory.Taylor@columbiasc.gov) and Martin Moore (Martin.Moore@cbre.com) via email. Within three (3) business days of receipt, Seller shall provide notice to Buyer of its consent or any objection to such invasive testing (the “Inspection Notice Period”); if Seller does not respond within the Inspection Notice Period, Seller shall be deemed to have consented to such testing. Seller shall provide an explanation of any objection. Buyer and Seller agree to work cooperatively to allow reasonable testing at reasonable locations. Buyer shall promptly repair any damage to the Property caused by any such inspections, samples, tests or investigations performed under this Section.

Buyer hereby agrees to indemnify and hold harmless each Seller, their respective members, trustees, beneficiaries and the shareholders, officers, directors, employees, agents, partners, members, successors and assigns of each of the foregoing (collectively, the “Indemnified Parties”) from and against any mechanics' lien or claim therefor, any claim, cause of action, lawsuit, damage, liability, loss, cost or expense (including, without limitation, attorneys' fees) arising out of any (i) entry on to the Real Property by Buyer or any of Buyer's Agents or (ii) out of any inspections, samples, investigations or tests conducted by Buyer or any of Buyer's Agents; provided, however, the indemnity in clause (ii) of this sentence shall not apply to any liability, clean-up expense, diminution in value, lost profits, consequential damages or special damages arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused or exacerbated by Buyer or Buyer's Agents. Prior to any entry upon the Real Property by Buyer or any of Buyer's Agents, Buyer shall deliver to Seller an original certificate acknowledging an endorsement to the commercial general liability insurance policy of Buyer and/or any of Buyer's Agents, as applicable, which evidences that Buyer and/or any of Buyer's Agents, as applicable, are carrying a commercial general liability insurance policy covering (i) the activities of Buyer and/or any Buyer's Agents, as applicable, on or upon the Real Property, and (ii) Buyer's indemnity obligation above. Such endorsement to such insurance policy shall evidence that such insurance policy shall have a per occurrence limit of at least \$1,000,000 and an aggregate limit of at least \$2,000,000, shall name Seller as an additional insured, shall be primary and non-contributing with any other insurance available to Seller, shall contain a full waiver of subrogation clause, and insure Buyer's indemnity obligations hereunder.

The provisions of this Section 4.1 shall survive Closing or the termination of this Agreement.

4.2. Inspection Period.

(a) The term “Initial Inspection Period,” as used herein, shall mean the period ending at 5:00 p.m. Eastern Time Zone (U.S.A.) on the date which is one hundred eighty (180) days following the Effective Date. Buyer may terminate this Agreement in its sole discretion for any reason, or for no reason at all, by giving written notice of such election to Seller on any day prior to and including the final day of the Inspection Period, in which event the Initial Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.2 (a) no longer shall be applicable, and this Agreement shall continue in full force and effect. The Additional Deposit shall be deposited with the Escrow Agent within one (1) business day after the expiration of the Inspection Period.

(b) If Buyer has entered into one or more valid and binding contracts to acquire land contiguous to the Property (the “Adjacent Land”) to be incorporated into the Project and provides copies of such contract(s) to the Seller on or prior to the date which is ninety (90) days after the Effective Date, then the Buyer, at its option, may extend the Initial Inspection Period for an additional ninety (90) days to the date which is two hundred seventy (270) days after the Effective Date (the “Extended Inspection Period”). All testing, inspection and assessments of the Property shall be done within the Initial Inspection Period; the Extended Inspection Period shall be solely for the purpose of allowing Buyer time to incorporate the Adjacent Land into the Project plan. Buyer may terminate this Agreement in its sole discretion for any reason relating to the incorporation

of the Adjacent Property into the Project plans by giving written notice of such reason to Seller on any day prior to and including the final day of the Extended Inspection Period, in which event the Initial Deposit and the Additional Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.2(b) no longer shall be applicable, and this Agreement shall continue in full force and effect.

(c) The Initial Inspection Period and the Extended Inspection Period are sometimes referred to together as the “Inspection Period”.

(d) If any date on which the expiration of the Inspection Period would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the expiration of the Inspection Period shall occur at 5:00 p.m. Eastern Time Zone (U.S.A.) on the next business day.

(e) Upon any termination of this Agreement as provided in this section 4.2, Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller’s option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items.

(f) Buyer agrees to diligently pursue completion of all assessments, studies, testing, inspections and Project plans during the Inspection Period.

(g) If, prior to the end of the Inspection Period, Buyer determines that it needs additional time to complete its investigations and assessments of the Property, Buyer shall give written notice to Seller requesting a specified extension of the Inspection Period; Seller shall consider such request in its reasonable discretion.

4.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS (AS DEFINED BELOW), IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET

FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS-IS.”

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER’S INVESTIGATIONS, AND, SUBJECT TO BUYER’S RIGHTS UNDER SECTION 10.2, BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AND THE INDEMNIFIED PARTIES AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXCEPT AS MAY ARISE FROM A BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF SELLER SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

4.4. Title and Survey Matters. No later than twenty (20) days prior to the end of the Initial Inspection Period, Buyer shall, at Buyer’s sole cost and expense, obtain a title report or commitment issued by a title insurance company licensed to do business in South Carolina (the “Title Commitment”) with respect to the Real Property. Buyer may, at Buyer’s sole cost and expense, obtain an updated survey or new survey of the Real Property (in either case, the “Survey”) no later than twenty (20) days prior to the end of the Initial Inspection Period. Buyer shall provide Seller with copies of the Title Commitment and the Survey received by Buyer promptly following Buyer’s receipt of same. Buyer shall have until the date which is fifteen (15) days prior to the end of the Initial Inspection Period to approve or disapprove matters disclosed thereby and to give written notice to Seller (“Objection Notice”) of any disapproval thereof, indicating in reasonable detail the nature and reasons for Buyer’s objection (any such matter or matters to which Buyer objects, are hereinafter, “Objections”); and failure to give an Objection Notice shall constitute Buyer’s approval of all such matters. Within ten (10) days after receiving Buyer’s Objection Notice (“Seller’s Title Notice Period”) Seller shall send notice to Buyer (the “Seller’s Response”), advising whether Seller intends to attempt to cure such Objections, but Seller shall have no obligation whatsoever to attempt to cure any such Objections except for mortgages placed on any portion of the Property by Seller and mechanics liens encumbering any portion of the Property resulting from contracts entered into by Seller, (the “Company Liens”). Seller’s failure to timely deliver a Seller’s Response shall be deemed Seller’s notice it that will not to attempt to cure such Objections. If Seller’s Response states that Seller will not to attempt to cure such Objections, Buyer may, prior to the expiration

of the Initial Inspection Period elect to terminate this Agreement by written notice to Seller in which event the Initial Deposit shall be returned to Buyer; provided, if Buyer does not so terminate this Agreement prior to the expiration of the Initial Inspection Period, Buyer shall be deemed to have waived any Objections other than the Company Liens and agreed to accept title subject thereto, without reduction in the Purchase Price. If Seller's Response states that Seller shall attempt to cure such Objections, Seller shall have until the Closing Date (the "Title Cure Period") within which to cure the Objections. Seller shall be obligated to satisfy any Company Liens and may satisfy same at Closing from its Closing proceeds. Upon notice to Buyer at least three (3) business days prior to the Closing Date, Seller shall have the right to extend the Closing Date for up to thirty (30) days in order to effectuate any such cure. If Seller's Response states its intention to attempt to effectuate such cure and Seller fails to actually effectuate such cure within the Title Cure Period, Buyer's sole rights with respect thereto shall be to terminate this Agreement prior to Closing and receive a refund of the Initial Deposit hereunder; provided if Buyer does not so terminate this Agreement prior to Closing, Buyer shall be deemed to have waived any Objections to any such Title Commitment or Survey matters other than Company Liens, and Buyer shall be deemed to have agreed to accept title subject thereto, without reduction in the Purchase Price.

The parties agree that if the Title Commitment is updated following the expiration of the Initial Inspection Period such that any new title matter that was not of record as of the date of the Title Commitment is disclosed, which is objectionable to Buyer in its reasonable discretion and (i) which arose through Seller following the Effective Date, and (ii) which would have a material adverse effect on the development of the Project on the Property, then Buyer shall have the right to object to the same within five (5) business days after the same is disclosed to Buyer (in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the expiration of such five (5) business day period). If such new objection(s) is not cured (provided that Seller shall have no obligation to cure any such objections) prior to the Closing Date, then Buyer shall have the right to terminate this Agreement and receive a prompt refund of the Deposit.

5. Conditions Precedent to Buyer's Obligations. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option) (the "Buyer Conditions"):

5.1. Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and, except for Exception Matters that do not (a) result from Seller's breach of any of its covenants in this Agreement or (b) materially and adversely affect the value to Buyer of the transactions contemplated by this Agreement, shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5.2. Performance. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5.3. Documents and Deliveries. All instruments and documents required on the Seller's part to effectuate this Agreement and the transactions contemplated hereby (including the Seller Closing Documents) shall be delivered to Buyer and shall be in the form and substance consistent with the requirements herein.

5.4. [Intentionally Deleted]

5.5. Public Parking Agreement. Execution of the Public Parking Agreement in the form agreed upon by Buyer and Seller during the Inspection Period.

5.6 Abandoned Building Certification. Certification by the City of Columbia in the form of a Resolution of the City Council certifying that the Building is an abandoned building as defined in Section 12-67-120 of the South Carolina Code of Laws, as amended; provided that Buyer has delivered all required information for such certification to the appropriate City official no later than forty five (45) days after the Effective Date.

If any of the above Buyer Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Buyer, in its sole and absolute discretion, Buyer, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Buyer Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Seller on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items. If the Closing occurs, any unsatisfied Buyer Conditions to Closing, unless otherwise agreed, shall be deemed waived by Buyer.

5A. Conditions Precedent to Seller's Obligations. All of Seller's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller, at Seller's option) (the "Seller Conditions"):

5A.1 Accuracy of Representations. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5A.2 Performance. Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5A.3 Documents and Deliveries. All instruments and documents required on the Buyer's part to effectuate this Agreement and the transactions contemplated hereby (including the Buyer Closing Documents) shall be delivered to Seller and shall be in the form and substance consistent with the requirements herein.

5A.4 [Intentionally Deleted]

5A.5 Public Parking Agreement. Execution of the Public Parking Agreement in the form agreed upon by Buyer and Seller during the Inspection Period.

If any of the above Seller Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Seller, in its sole and absolute discretion, Seller, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Seller Conditions to Closing and

proceed to Closing or (ii) terminate this Agreement by written notice to Buyer on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and, upon Seller's request, Buyer shall deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk). If the Closing occurs, any unsatisfied Seller Conditions to Closing, unless otherwise agreed, shall be deemed waived by Seller.

5B. Agreement Negotiation/Form. Seller and Buyer agree to work cooperatively to agree on a form of each of the agreements set forth in Buyer's Condition to Closing prior to the end of the Inspection Period, each agreement containing such terms and provisions as are reasonably satisfactory to both parties. In the event all or any of the above said agreements have not been finalized to the reasonable satisfaction of the parties herein by the end of the Inspection Period, either Buyer or Seller may terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and the rights and obligations of the parties herein shall be deemed terminated except those provisions expressly stated to survive termination. Upon any such termination, Buyer shall, upon Seller's request, deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk). Any such notice of termination shall be provided in writing to the other party.

6. Pre-Closing Matters.

6.1. Operation of Real Property. From and after the Effective Date of this Agreement, Seller shall operate, maintain and manage the Real Property in the same manner as Seller has in the past. Notwithstanding anything to the contrary in this Agreement, Seller may allow short-term use of the Property to support City operations and/or community events and may lease parking on the Property for daily, monthly and/or event use, provided that all such uses are terminated prior to the Closing Date and provided further that such use does not unreasonably interfere with Buyer's due diligence hereunder.

6.2. Infrastructure Tax Credit. The City will use reasonable efforts to assist the Buyer in obtaining an Ordinance and/or Resolution of the City of Columbia and of Richland County authorizing and approving the application of a 50% infrastructure credit against property taxes to offset the cost of the parking structure and other public infrastructure; provided, however, that the obtaining of such ordinances and/or resolutions shall not be a condition to Closing. Buyer shall submit all required documentation for such tax credit to the City and Richland County no later than forty five (45) days after the Effective Date.

6.3. No Marketing of Property. During the pendency of this Agreement, Seller shall not enter into any contract or other written agreement for sale of any portion of the Property, or cause or allow any party directly or indirectly controlled by Seller to enter into any contract or other written agreement for sale of any portion of the Property with any other party, nor will it agree to do so.

6.4. No Liens on Property. During the pendency of this Agreement, Seller shall not voluntarily create any liens, easements or other conditions affecting any portion of the Property, without the prior written consent of Buyer, unless such lien, easement or other condition will be cancelled or discharged at Closing, and in such case, such consent shall not be unreasonably withheld, conditioned or delayed.

7. Closing; Deliveries.

7.1. Time of Closing. The Closing shall take place on the date which is thirty (30) days following the expiration of the Inspection Period (subject, however, to extension pursuant to Section 4.5) or such earlier date as the parties may agree to (such date, the "Closing Date") at the offices of the Escrow Agent or by mail, under the supervision of Buyer's and Seller's South Carolina counsel, unless otherwise agreed to in writing by both Seller and Buyer (the parties hereby agreeing that all deliveries may be mailed into escrow with Escrow Agent and neither party shall be required to appear at the offices of Escrow Agent). If any date on which the Closing would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the Closing shall occur on the next business day.

7.2. Seller Deliveries. At Closing, Seller shall deliver to Escrow Agent the following, each of which shall be in a form reasonably satisfactory to the parties hereto ("Seller Closing Documents"):

7.2.1. A limited warranty deed (the "Deed") to the Real Property from Seller, duly executed and acknowledged by Seller, subject only to such title matters as are approved (or deemed approved) pursuant to Section 4.5.

7.2.2. A bill of sale for the Personalty from Seller, duly executed by Seller.

7.2.3. An owner's affidavit sufficient for Buyer's title insurer to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfilled mechanics' or materialmen's liens for work performed by Seller prior to Closing, or for rights of parties in possession; provided that such affidavit shall not contain any indemnifications from the Seller.

7.2.4. A Non-Foreign Affidavit as required by FIRPTA with respect to the sale of the Property, duly executed by Seller.

7.2.5. A certification by Seller that all representations and warranties made by Seller in Article 3 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

7.2.6. Keys or combinations to all locks at the Real Property, to the extent in Seller's possession. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 7.2.7 available to Buyer at the Real Property in lieu of delivering them to Escrow Agent.

7.2.7. The Public Parking Agreement and a memorandum thereof, to be recorded at Closing.

7.2.8. The Declaration.

7.2.9. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7.3. Buyer Deliveries. At Closing, Buyer shall deliver to Escrow Agent the following:

7.3.1. In accordance with Seller's instructions, wire transfer in the amounts required under Section 2.2 hereof (subject to the adjustments provided for in this Agreement).

7.3.2. A certification by Buyer that all representations and warranties made by Buyer in Article 16 of this Agreement are true and correct in all material respects on the date of Closing.

7.3.3. The Public Parking Agreement and a memorandum thereof, to be recorded at Closing.

7.3.4. [Intentionally Deleted]

7.3.5. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8. Apportionments; Taxes; Expenses.

8.1. Apportionments. Seller shall deliver to Buyer a draft settlement statement reflecting the proration of amounts relating to the Property on or before five (5) business days prior to Closing.

8.1.1. Taxes and Operating Expenses. All real estate taxes, charges and assessments affecting the Property ("Taxes"), and all charges for water, electricity, sewer rental, gas, telephone and all other utilities ("Operating Expenses"), shall be prorated on a per diem basis as of the date of Closing. Buyer shall be entitled to all income and responsible for all expenses for the period beginning at 12:01 a.m. (Eastern Time Zone (U.S.A.)) on the date of Closing, except as set forth herein. If any Taxes have not been finally assessed as of the date of Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. If any Operating Expenses cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far, and shall be re-adjusted when and if final bills are issued. Buyer hereby agrees to assume all non-delinquent assessments affecting the Property, whether special or general.

8.1.2. Items Customarily Prorated. Any items not specified in this Section 8.1 which are customarily prorated, apportioned or adjusted in commercial transactions in the State of South Carolina shall be prorated, apportioned or adjusted, as applicable, of the date of Closing.

8.1.3. Correction of Prorations. In the event any prorations, apportionments, adjustments, or computation shall prove to be incorrect for any reason (including errors or omissions), then either party shall be entitled to an adjustment to correct the same within thirty (30) days after written notice to the other party, provided that all such adjustments shall be made, if at all, on or before a date which is one hundred fifty (150) days after the calendar year in which the Closing occurs.

8.1.4. Survival. The provisions of this Section 8.1 shall survive the Closing to the extent any monies may be payable pursuant to this Section 8.1 to either party subsequent to the transfer of title to the Property to Buyer.

8.2. Closing Costs. Seller shall pay transfer taxes and documentary stamps and/or similar taxes or charges and costs (other than recording or filing fees) due upon the transfer of the Real Property in Columbia, South Carolina in connection with the transaction contemplated hereby, and payment of all Company Liens, if applicable. Buyer agrees to pay recording costs imposed upon recordation of the Deed for the Real Property. Buyer shall also pay all title insurance premiums and costs (including the costs of endorsements), the cost of the Survey, the costs of its due diligence studies and

reports, and the costs and fees of the Escrow Agent. Seller and Buyer shall each pay the costs of its own counsel.

9. Damage or Destruction; Condemnation; Insurance.

If at any time prior to the date of Closing there is damage or destruction to the Real Property excluding the need for roof repair or the installation of a new roof, the cost for repair of which exceeds an amount equal to \$200,000 and the Real Property cannot be restored to its original condition prior to Closing, or if all or any material portion of the Real Property is condemned or taken by eminent domain proceedings by any public authority, then, at the option of Buyer, this Agreement shall terminate, and the Deposit shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

If there is any damage or destruction or condemnation or taking, regardless of the cost of any repair, and if Buyer elects not to terminate this Agreement as therein provided, then (1) in the case of a taking, all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing; and (2) in the case of a casualty, Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under the applicable insurance policies, less any costs of collection and any sums expended in restoration, and Seller's deductible shall be a credit to Buyer against the Property Purchase Price.

10. Remedies.

10.1. Pre-Closing Buyer Default. In the event Buyer breaches or fails, without legal excuse to complete the purchase of the Property or to perform its obligations under this Agreement, then Seller shall, as its sole remedy therefor, be entitled to receive the Deposit, plus all interest earned and accrued thereon, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default (other than with respect to the indemnification and restoration obligations of Buyer contained herein). Thereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' best efforts to approximate such potential damages.

10.2. Pre-Closing Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its pre-Closing obligations under this Agreement or if any of Seller's representations contained herein was untrue in any material respect as of the date of this Agreement and the Closing Date, Buyer may, as its sole remedy therefor, subject to Section 3A(b), either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive a return of the Deposit Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. Buyer shall be deemed to have elected to terminate this Agreement and receive a return of the Deposit if Buyer fails to provide Seller with written notice, within thirty (30) days following the date upon which the Closing was to have occurred, of Buyer's intent to file a suit for specific performance or if Buyer fails to file such suit within sixty (60) days after such written notice.

11. Confidentiality. Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Property in accordance with Section 4. hereof, any of the documents, material or information regarding the Property supplied to Buyer by Seller or by any third party at Seller's request, including, without limitation any environmental

site assessment reports furnished to Buyer except to Buyer's consultants, accountants, attorneys, agents, advisors, investors, lenders and other similar parties on a "need to know" basis. In addition, prior to and after the Closing, Buyer shall not issue any press release or other information to the public regarding the transaction contemplated herein, except as may be expressly approved in advance by Seller; provided that Buyer may issue press releases following the Closing as long as the same do not name or identify Seller or any Affiliate of Seller. Notwithstanding the foregoing, Buyer and Seller shall be permitted to make such disclosures as are required by the law, including the securities laws and laws relating to financial reporting and laws and regulations applicable to Seller as a governmental entity. Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, damages, claims and liabilities of any kind (including, without limitation, reasonable attorneys' fees) arising out of Buyer's breach of this Section 11. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Possession. Possession of the Real Property shall be surrendered to Buyer at Closing.

13. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

13.1. If to Seller:

City of Columbia, South Carolina
Attn: Teresa Wilson
1737 Main Street
Columbia, South Carolina 29201
Email: Teresa.Wilson@columbiasc.gov

With a copy to:

City of Columbia, South Carolina
Attn: Missy Gentry
1737 Main Street
Columbia, South Carolina 29201
Email: Missy.Gentry@columbiasc.gov

Burr & Forman LLP
1221 Main Street, 18th Floor
Columbia, South Carolina 29201
Attention: Judith L. McInnis, Esquire
Fax No. (803) (803)753-3278
E-mail: jmcinnis@burrr.com

If to Buyer:

Latitude 32 Development, LLC
1985 Riviera Drive, Suite 103-148
Mt. Pleasant, SC 29464
Attention: Wade Thompson
E-mail: wade@lat32group.com

With a copy to:

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, SC 29201
Attention: Gary W. Morris
Email: gmmorris@hsblawfirm.com

If to the Escrow Agent to:

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, SC 29201
Attention: Gary W. Morris
E-mail: gmmorris@hsblawfirm.com

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by facsimile or email transmission (provided that such facsimile or email transmission is confirmed by the sender by delivery service or by mail in the manner previously described within 24 hours after such transmission is sent). Any such notice or communication shall be effective when delivered or when delivery is refused.

14. Brokers. Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction, except that Seller has retained Martin Moore with CBRE to serve as its broker in connection with this transaction and the Buyer has retained Brad Miller, Coldwell Banker to serve as its broker in connection with this transaction. Each party shall pay the fees and costs of its broker. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 14. The provisions of this Section 14 shall survive Closing or the termination of this Agreement.

15. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

15.1. Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

15.2. Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

15.3. Escrow Agent Liability. The Escrow Agent shall not incur any liability in connection with the performance of its duties under this Agreement unless the Escrow Agent acts in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement.

15.4. Disputes. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

15.5. Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

15.6. Interest. All deposits into the escrow shall be held by the Escrow Agent in a non-interest bearing account.

15.7. Conflict. Seller and Buyer acknowledge that Escrow Agent is also representing Buyer in the transaction contemplated by this Agreement and no conflict exists, or to the extent a conflict does exist, the parties waive any such conflict.

16. Representations of Buyer. Buyer represents and warrants to Seller that:

16.1. Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of South Carolina, duly qualified to transact business in the State of South Carolina and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

16.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

16.3. Source of Funds. Buyer shall have the right to obtain financing in connection with its purchase of the Property, however Buyer acknowledges and agrees that its obligations hereunder are not contingent upon Buyer obtaining financing for the purchase of the Property.

16.4. Bankruptcy Matters. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due,

or (vi) made an offer of settlement, extension or composition to its creditors generally, and Buyer has not planned or contemplated, and is not planning or contemplating, any of the foregoing.

16.5. OFAC. Buyer is in compliance with the requirements of the Orders. Neither Buyer nor any of its affiliates (i) is listed on any of the Lists, (ii) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) is owned or controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

17. Miscellaneous.

17.1. Assignability. Buyer may not assign this Agreement without first obtaining Seller's written consent, provided however, Buyer may assign this Agreement to an entity controlled by Buyer without the consent of Seller. In such event, the assignee shall assume all the obligations of Buyer hereunder and Buyer shall also remain fully liable under this Agreement. Any assignment in contravention of this provision shall be void. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder and shall be bound by any covenant of Buyer hereunder, as if the assignee were the original signatory hereto.

17.2. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the State of South Carolina and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

17.3. Recording. Neither this Agreement nor any notice or memorandum hereof shall be recorded in any public land record. A violation of this prohibition shall constitute a material breach entitling the non-breaching party to terminate this Agreement.

17.4. Time of the Essence. Time is of the essence as to the obligations of Buyer under each and every provision of this Agreement.

17.5. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.6. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.7. Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

17.8. Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

17.9. Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

17.10. Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

17.11. Business Days. The phrase "business days" as used herein shall mean the days of Monday through Friday, excepting only federal holidays.

17.12. Attorneys Fees. In the event of any litigation arising out this Agreement, the reasonable attorney's fees and costs incurred by the prevailing party shall be paid by the non-prevailing party.

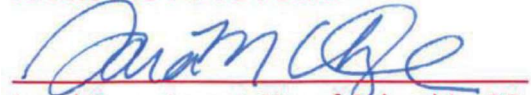
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

CITY OF COLUMBIA, SOUTH CAROLINA

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

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

9/3/2021

BUYER:

LATITUDE 32 DEVELOPMENT, LLC,
 a South Carolina limited liability company

By: _____
 Name: _____
 Title: _____
 Date: _____

ESCROW AGENT:

Haynsworth Sinkler Boyd, P.A.

By: _____
Name: Gary W. Morris
Title: _____

LIST OF EXHIBITS

Exhibit A	-	Description of Land
Exhibit B	-	Reserved
Exhibit C	-	Pending Litigation
Exhibit D	-	Property Materials

EXHIBIT A**Description of Land****Parcel A**

All that certain piece, parcel or lot of land with improvements thereon in the State of South Carolina, County of Richland, City of Columbia, being known as 2220 Lee Street and being more fully shown as Parcel B on a plat prepared for W. Croft Jennings, Jr. by I.B. Cox and Son, Registered Land Surveyors and Engineers, dated September 21, 1973, being bordered on the north by Lee Street, whereon it measures ninety-nine and 85/100 (99.85') feet; on the east by property shown on said plat as a portion of Parcel A, whereon it measures two hundred eighteen and seven-tenths (218.7) feet; on the south by property shown on said plat as a portion of Parcel A, whereon it measures one hundred and no-tenths (100.0') feet; and on the west by property now or formerly of Morris, whereon it measures two hundred eighteen and nine-tenths (218.9') feet, all measurements being a little more or less.

Parcel B

All that certain piece, parcel or lot of land, together with the improvements thereon (known as 2224 Lee Street), situate, lying and being on the southern side of Lee Street between Santee and Heidt Streets, in the City of Columbia, County of Richland, State of South Carolina, and being particularly shown and designated as Parcel C upon that certain plat of property surveyed for Porter General Agency, Inc., made by B.P. Barber and Associates, Inc., Engineers, dated May 19, 1965, and having the following boundaries and measurements: on the North by Lee Street and fronting and measuring thereon 75 feet; on the East by property now or formerly of Elizabeth W. Coker and measuring thereon 219.5 feet; on the South by property now or formerly of Robert B. Mobley and Parcel B, as shown on said plat, and measuring thereon 75 feet; and on the West by property now or formerly of Lottie C. Hammond and measuring thereon 218.7 feet, all of which will more fully appear by reference to said plat, and all of said measurements being a little more or less.

Parcel C

All that certain piece, parcel or lot of land, situate, lying and being between Devine Street and Lee Street, in the City of Columbia, County of Richland and State of South Carolina, and being more particularly shown and designated as Parcel B upon that certain plat of property surveyed for Porter General Agency, Inc., made by B.P. Barber and Associates, Inc., Engineers, dated May 19, 1965, and having the following boundaries and measurements: on the North by a portion of property now or formerly of Lottie C. Hammond and a portion of Parcel C, as shown on said plat, and measuring thereon 61 feet; on the East by property now or formerly of Robert B. Mobley and measuring thereon 47 feet; on the South by a portion of Parcel A, as shown on said plat, and measuring thereon 61 feet; and on the West by property now or formerly of Mary S. Dorn and measuring thereon 47 feet, all of which will more fully appear by reference to said plat, and all measurements being a little more or less.

Parcel D

All that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia on the north side of Devine Street between Harden and Heidt Street, with the improvements thereon and known as number 2223 Devine Street, Columbia, S.C., commencing at a point 152.9 feet from the northwestern corner of Devine and Heidt Streets and running from thence in a northerly direction for a distance of 150.5 feet to a point, and from thence turning and running in a westerly direction for a distance of 108

feet to a point, and from thence turning and running in a southerly direction 151 feet to a point on Devine Street, and from thence turning and running in an easterly direction along the said Devine Street for a distance of 108 feet to the point of commencement.

Parcel E

All that certain piece, parcel or lot of land, with improvements thereon, designated as Lot No. 2 on a plat of the property of William S. Weston, and others made by Tomlinson Engineering Company, August 21, 1934, situate, lying and being on the northern side of Devine Street, in the City of Columbia, commencing at an iron stake Two Hundred Sixty and Nine-Tenths (260.9') feet from the northwestern corner of Devine and High Streets, and from thence running in a northerly direction on the western boundary of Lot No. 1, as shown on said plat heretofore referred to for a distance of One Hundred Fifty-One (151') feet to an iron stake and from thence turning and running in a westerly direction Forty-Eight and Eight-Tenths (48.8') feet to an iron stake and from thence turning and running in a northwesterly direction for a distance of Forty-Three and Eight-Tenths (43.8') feet to an iron in concrete and from thence turning and running in a southerly direction for a distance of One Hundred Seventy-Six and Four-Tenths (176.4') feet to an iron in concrete and from thence turning and running in an easterly direction along the northern boundary of Devine Street for a distance of Eighty-Three and Eight-Tenths (83.8') feet to the point of commencement.

Parcel F

All that certain piece, parcel or lot of land, situate, lying and being west of Heidt Street, between Devine and Lee Streets, in the City of Columbia, Richland County, South Carolina, and being irregular in shape, and being cut off the western end of lot conveyed to Robert B. Mobley by Louise C. Mobley by her deed dated July 31, 1947, recorded in the Office of the Clerk of Court for Richland County in Deed Book 5, at Page 87, beginning at an iron at the point where the northeast corner of lot of Mary S. Dorn joins the aforementioned lot of Robert B. Mobley, thence running N 84°-00 W 48.8 feet to a post, thence turning and running N 31°-10 W 87.5 feet to an iron, thence turning and running S 84°-00 E 121 feet to an iron, thence turning at a right angle and running S 5°-05 W 47 feet to the point of beginning, being the lot so delineated and described on plat of property surveyed from Robert B. Mobley by Barber, Keels & Associates, Engineers, dated April 9, 1953, recorded in the Office of the Clerk of Court for Richland County, South Carolina, said lot being bounded on the north by lots of Williams and of Hammond, east by the remaining portion of the aforementioned lot of Robert B. Mobley, and south and west by lot now or formerly of Weston and by property of Mary S. Dorn.

Parcel G

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the western side of Heidt Street, formerly known as High Street, between Devine and Lee Street, in the City of Columbia, in the County of Richland, State of South Carolina, the improvements thereon being known as 711 Heidt Street, said property measuring 45.5 feet, more or less, on Heidt Street, and running back therefrom in parallel lines for a distance of 200 feet, more or less.

Parcel H

All that certain piece, parcel or lot of land, known as No. 2219 Devine Street, with the improvements thereon, situate, lying and being on the northern side of Devine Street, between Heidt Street (formerly High Street) and Santee Street (formerly Poplar Street), in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot No. Three (3), on plat of property of William S. Weston, et al, by Tomlinson Engineering Co., dated August 21, 1934, and recorded in the Office of the

Register of Mesne Conveyance for Richland County in Plat Book "G" at Page 156, measuring on its northern and southern sides Sixty-Four and 5/10 (64.5) feet and on its eastern and western sides One Hundred Sixty Two (162') feet; and being bounded on the North by portion of Lot No. 4, on said plat (property of W.S. Weston); on the East by portion of Lot No. 2, on said plat (property of W.S. Weston); on the South by Devine Street; and on the West by portion of Lot No. 4, on said plat (property of W.S. Weston).

Parcel I

All that certain piece, parcel or lot of land, with improvements thereon, in the State of South Carolina, County of Richland, City of Columbia, being known as 2228 Lee Street, and being more fully shown on a plat prepared for W. Croft Jennings, Jr. by Isaac B. Cox & Son, Registered Land Surveyors and Engineers, dated May 20, 1974, being bordered on the north by Lee Street whereon it measures 49.9 feet; on the east by property shown on said plat as now or formerly Security Federal Savings & Loan Association, now or formerly Layton, now or formerly Williams, and now or formerly Williams whereon it measures 219.7 feet; on the south by property shown as now or formerly W. Croft Jennings, Jr. whereon it measures 49.95 feet; on the west by property now or formerly W. Croft Jennings, Jr. whereon it measures 219.4 feet, all measurements being a little more or less.

Parcel J

All that certain piece, parcel or lot of land, with improvements thereon, known as No. 2204 Lee Street, being more fully described in a plat prepared for W. Croft Jennings, Jr. by Isaac B. Cox & Son, Reg. Land Surveyor and Engineer, dated September 12, 1974. Said parcel is bordered on the North by Lee Street whereon it measures Seventy-Four and Nine-Tenths (74.9') feet, on the east by property now or formerly of W. Croft Jennings, Jr. whereon it measures Two Hundred Eighteen and Five-Tenths (218.5') feet, on the South by property now or formerly of W. Croft Jennings, Jr. whereon it measures Forty-Two and Three-Tenths (42.3') feet, on the South by property now or formerly of Mid-Carolina Alcohol Association whereon it measures Forty-Two and Six-Tenths (42.6') feet, and on the west by property of Holy Trinity Lutheran Church whereon it measures One Hundred Ninety-One and Two-Tenths (191.2') feet. The aforesaid conveyance described the property as having a depth of Two Hundred Eight (208') feet, more or less, but upon an accurate survey being made, which survey is above referred to, the depth is determined to be Two Hundred Eighteen and Five-Tenths (218.5') feet on the eastern boundary and One Hundred Ninety-One and Two-Tenths (191.2') feet on the western boundary.

Parcel K

All that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, in the block bounded by Devine Street, Santee Avenue, Lee Street and Heidt Street and located One Hundred Sixty-One and Eight-Tenths (161.8') feet north of Devine Street and consisting of Two Thousand Four Hundred Forty-Six (2,446) square feet and being more particularly shown on a plat prepared for W. Croft Jennings, Jr. dated April 21, 1975, by Isaac B. Cox & Son, Reg. Land Surveyors and Engineers, whereon said property is shown bounded on the North by property of W. Croft Jennings, Jr. whereon it measures Forty-Two and Six-Tenths (42.6') feet and Forty-Five and One-Tenth (45.1') feet, on the East by property of W. Croft Jennings, Jr. whereon it measures Fourteen and Two-Tenths (14.2') feet, on the South by property of W. Croft Jennings, Jr. whereon it measures Sixty-Four and Six-Tenths (64.6') feet, on the West by property of Mid-Carolina Alcohol Association whereon it measures Sixty-Four and Six-Tenths (64.6') feet.

This being all the same property also described as follows:

All that certain piece, parcel or tract of land with any and all improvements thereon, situate, lying and being in the City of Columbia, Richland County, South Carolina, as more particularly described as containing 2.83 acres (123254 Sq. Ft.), more or less, on a Plat prepared for State of South Carolina by Baxter Land Surveying Co., Inc., dated March 18, 2004, and said parcel having the following metes and bounds to wit:

BEGIN AT POINT on the northern right-of-way of Devine Street, which point is located 153.1 feet northwest of the intersection of the northern right-of-way of Devine Street and the western right-of-way of Heidt Street; thence running along the northern right-of-way of Devine Street N 82°39'00" W for a distance of 256.29 feet to a 1" pipe found; thence turning and running along property now or formerly of Holy Trinity Lutheran Church the following courses and distances: (i) N 07°24'53" E for a distance of 161.66 feet to a 1/2" rebar found; (ii) N 00°57'19" E for a distance of 64.66 feet to a 1/2" rebar found; (iii) N 07°08'01" E for a distance of 191.10 feet to a 1" pipe found; thence turning and running along the southern right-of-way of Lee Street S 82°28'35" E for a distance of 299.06 feet to a 1/2" rebar found; thence turning and running along property now or formerly of Emily M. Wilson & Allen Prater, Dorothy A. Doniphan, Dorothy W. Bratton and Willis D. Bethea, Jr. S 06°45'39" W for a distance of 220.32 feet to a point; thence turning and running along property now or formerly of Willis D. Bethea, Jr. S 82°35'44" E for a distance of 115.45 feet to a point; thence turning and running along the western right-of-way of Heidt Street S 07°08'23" W for a distance of 45.26 feet to a point; thence turning and running along property now or formerly of Frances C. Wells N 82°29'42" W for a distance of 152.80 feet to a 1" pipe; thence turning and running along property now or formerly of Frances C. Wells S 07°23'27" W for a distance of 150.84 feet to the Point of Beginning, be all measurements a little more or less.

Derivation: This being the same property conveyed to City of Columbia, South Carolina by that certain Quitclaim Deed from State of South Carolina, by and through the Department of Administration dated March 20, 2019 and recorded March 21, 2019 in Record Book 2379 at Page 3049, in the Office of the Register of Deeds for Richland County, South Carolina.

TMS No.: 11312-02-03 and 11312-02-09

EXHIBIT B

Reserved

EXHIBIT C

Pending Litigation

NONE

EXHIBIT D**Property Materials**

[to the extent in Seller's possession]

- a) Existing title policy and survey.
- b) Environmental Reports and Engineering Reports done in the past five years.
- c) A detailed list of all equipment on the site.
- d) Most recent Life Safety Inspection reports (alarm, sprinkler, backflow, infrared, roof).
- e) Any maintenance/replacement records on the HVAC systems.
- f) Plans, specifications and any architectural drawings, if any.
- g) Any warranties as to personalty, roof or other improvements.
- h) Any and all utility bills or other utility information provided to Seller over the last three (3) months.



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2021-063 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- **#a:** 2021-063 amend Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation (PDF)

ORDINANCE NO.: 2021-063

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation, are amended to read as follows:

Sec. 15-1. Prohibited acts in parks.

It shall be unlawful for any person using the public parks, recreation areas, grounds or facilities of the city (referred to in this chapter as parks) to either perform or allow the performance of any of the following acts, unless such activity is authorized, permitted or supervised by the parks and recreation department of the city:

- (1) *Damaging property.* Willfully mark, deface, disfigure, injure, tamper with, or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
- (2) *Pollution of waters.* Throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of such waters.
- (3) *Removing soil or plants.* Dig or remove any soil, rock, stones, trees, shrubs or plants, down-timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means, except that digging shall be permitted in areas designated for such purpose.
- (4) *Damaging plants.* Damage, cut, carve, transplant or remove any tree or plant, or injure the bark or pick the flowers or seeds of any tree or plant, nor shall any person attach any rope, wire or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area.
- (5) *Littering.* Bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other litter, or place refuse or litter in any waters in or contiguous to any park, or anywhere on the grounds thereof, other than in the proper receptacles, where provided.
- (6) *Interference with others.* Endanger the safety of any person by any conduct or act, or prevent any person from using any park or any of its facilities, or interfere with such use in compliance with this chapter and with the rules applicable to such use.
- (7) *Fires.* Build or attempt to build a fire, except at places specifically designated for such purpose or as permitted by the department of parks and recreation. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material within any park area or on any highway, road or street abutting or contiguous thereto.
- (8) *Alcohol.* Possess and/or consume beverages, or food items of any type which contain alcohol, beer or wine regardless of the percentage of alcohol contained therein, except within Riverfront Park, Keenan House, Finlay Park, the Eau Claire Print Building next to the Eau Claire Town Hall, Boyd Plaza, Coble Plaza, and Earlewood Community Building and Park **and the Lincoln Street Tunnel** as follows:
 - a. At events open to the public involving the assembly or the intention of attracting 100 or more people, for cultural, ceremonial, educational, or celebratory purposes, which generates revenue, regardless of status, to include art exhibits, wine/food tasting events, circuses, fairs, carnivals, festivals, auctions, concerts, and any event which is advertised or marketed in any form including, but not limited to: posters, business cards, internet, and media outlets; serves an entrepreneurial purpose; includes fees/charges for goods/services (e.g. food & drink); and whenever there is an admission fee or leasing fee and when possession and consumption is specifically authorized by resolution of Columbia City Council and the event organizer obtains a permit or license if required by the South Carolina Department of Revenue for the possession and/or consumption of beer, ale, porter, malt or wine only at the event. **Public events held in Riverfront Park shall end by 9:00 p.m. and service of beer and wine only shall end by 8:30 p.m. Public events held in the Keenan House, Finlay Park, Eau Claire Print Building, Boyd Plaza, Coble Plaza, Earlewood Community Building and Park and the Lincoln Street Tunnel shall end by 10:00 p.m. and service of beer and wine shall end by 9:30 p.m.;** or
 - b. At private functions, authorized by the city, for which the South Carolina Department of Revenue does not require a permit or license for the possession and/or consumption of alcoholic beverages, beer or wine. **Private functions held in Riverfront Park shall end by 9:00 p.m. and service of beer and wine only shall end by 8:30 p.m. Private functions held in the Keenan House, Finlay Park, Eau Claire Print**

Building, Boyd Plaza, Coble Plaza, Earlewood Community Building and Park and the Lincoln Street Tunnel shall end by 10:00 p.m. and service of beer and wine shall end by 9:30 p.m.;

- (9) *Fireworks.* Possess, explode, discharge or ignite fireworks of any kind, unless specifically permitted by the department of parks and recreation and the fire marshal.
- (10) *Parking in unauthorized area.* Park or leave automobiles, trucks, bicycles, unicycles, tricycles, scooters, mopeds, motorcycles, motorbikes, motorized carts or other motorized vehicles in places other than those specifically designated for such purpose.
- (11) *Vending or peddling.* Vend, sell, peddle or offer for sale any commodity or article, except sales conducted by or specifically permitted by the department of parks and recreation.
- (12) *Violation of rules and regulations of parks and recreation department.* Violate any rule or regulation promulgated by the parks and recreation department of the city.
- (13) *Improper use of park equipment and furniture.* It shall be unlawful for any person to recline upon any seat, table, bench, or in any location not intended for occupancy.
- (14) *Exclusive minor child play zones.* The director of parks and recreation shall designate exclusive minor child play zones within such city parks as deemed appropriate to enhance the safety of minor children at play and limit the use of playground equipment to age appropriate users
 - a. No persons over the age of twelve years are allowed in exclusive minor child play zone areas unless such persons are the parents, legal guardians or authorized temporary custodians caring for the minor child or minor children playing within the area or family members of the minor child or minor children playing within the area.
 - b. Authorized temporary custodians for the purpose of this subsection (14) are any person who has a minor child or minor children in his or her care and custody with the consent of the minor child or minor children's parent(s) or legal guardian(s).
 - c. The boundaries of exclusive minor child play zones shall be clearly designated by the placement of fencing or other discernable barriers along with the placement of signage.
 - d. Prior to implementing exclusive minor child play zones within any park, the parks and recreation director shall request that the designation be placed on city council's agenda for public input and for approval by a majority vote of members of city council present at the meeting.
 - e. This subsection does not apply to special authorized events held within the city parks.

(15) Concealable weapons. Openly carry a concealable weapon.

(16) Firearms. At events subject to the provisions of Sec. 15-1(8), possession of firearms within the boundaries of the areas in which the possession and/or consumption of alcoholic beverages are permitted.

Sec. 15-4. Hours of operation.

(a) *Hours closed to public.* Except as otherwise provided herein, all city parks, playgrounds, recreation centers, ball diamonds, tennis courts, athletic or recreational facilities, greenbelts or any other areas, real property or other premises designated for public recreational use by the city (recreational facilities) shall be closed daily to the general public from official sunset to official sunrise. Official sunrise to sunset as defined by the National Weather Service for Columbia, South Carolina and published by The State Newspaper.

The director of parks and recreation shall cause notice to be placed at the main entrances of recreational facilities notifying the general public of the hours that the recreational facility is open for use by the general public as follows:

- (4) *Tot lot/playgrounds.* Sunrise to sunset. These facilities include the following:
 Anna Mae Dickson Mini Park
 Elmwood/Roy Lynch Park
 Fairwold Park
 Hollywood/Rosehill Park
 Isaac McClinton Park
 Realtors Park
- (2) *Neighborhood Centers/Parks.* **Unless otherwise noted the hours shall be from 7:30 a.m. to 6:00 p.m. (Summer) and 2:00 p.m. until 6:00 p.m. (academic year)** These facilities include the following:
Busby Neighborhood Center
 Emily Douglas
 Hampton

Heathwood

Kathryn M. Bellfield-Booker Washington Heights Cultural Arts Center. Hours of operation
Monday – Friday – 10:00 a.m. – 8:00 p.m.
Saturday - 10:00 a.m. – 6:00 p.m.
Closed on Sunday

Mays Park
Melrose Park
Pacific Park
Rosewood Park
St. Anna's Park
Sims Park
South Edisto Neighborhood Center

- (3) **Neighborhood Parks. Sunrise to sunset.**
Busby Neighborhood Park
Emily Douglas Park
Hampton Park
Heathwood Park
Lester Bates Park
Lincoln Park
Marshal Park
Mays Park
Melrose Park
Pacific Park
Rosewood Park
St. Anna's Park
Sims Park
South Edisto Discovery Park

- (4)(3) **Play fields/athletic fields.** These facilities include the following:
Columbia Tennis Center—6:00 **8:00** a.m. to 9:00 p.m.
Thomas S. Martin and Valencia Park 6:00 a.m. to 9:00 p.m.

- (5)(4) **Community centers/parks. 2:00 p.m.** ~~6:00 a.m.~~ to 9:00 p.m. unless otherwise noted. These facilities include the following:

Ben Arnold Center

Drew Wellness Center—Hours of operation:
Monday—Thursday: 5:30 a.m.—~~10:00~~ **9:00** p.m.
Friday—5:30 a.m.—8:00 p.m.
Saturday 8:00 a.m.—6:00 p.m.
Sunday 2:00 p.m.—6:00 p.m.

Greenvview
Hyatt
Lorick
M.L. King
Pinehurst
Woodland

- (6) **Community parks. 6:00 a.m. to 9:00 p.m.** These parks include the following:

Drew Park
Earlewood Park
Greenvview Park
Greenvview Pool—Seasonally as posted
Hyatt Park
Lorick Park
M.L. King Park
Maxcy Gregg Park—Sunrise to sunset
Maxcy Gregg Pool—Seasonally as posted
Pinehurst Park
Woodland Park

(7) ~~(5)~~ *Regional parks.* 6:00 a.m. to 9:00 p.m. These facilities include the following:

Boyd Plaza
 Coble Plaza
 Finlay Park
 Granby Park—Sunrise to sunset
 Memorial Park
 Owens Field Park
 Page Ellington Park
 Riverfront/Canal Park
 Saluda River
 Southeast Park

(8) *Premier rental facilities.* 8:00 a.m. to 11:00 p.m. These facilities include the following:

Busby Neighborhood Center
 Earlewood Community Building
 Keenan House
 Eau Claire Print Building

(b) *Unlawful acts.*

(1) It shall be unlawful for any person to remain upon the premises of any recreational facility during the hours that such are closed to the public after being warned to leave by an officer of the Columbia Police Department.

(2) It shall be unlawful for any person to enter upon the premises of any recreational facility during the hours that such are closed to the public after having been warned to leave any recreational facility within six months preceding the date of the offense.

(c) *Exceptions.* This section shall not apply to:

(1) Persons whose presence is authorized by city by contract, agreement, lease or otherwise or by a permit issued by the director of parks and recreation, or his designee, in compliance with all other city ordinances, rules or regulations;

(2) Persons remaining in the recreational facility after the time for closing who are participating in or attending events, activities or programs previously scheduled or authorized by the parks and recreation department because the event, activity or program has not concluded;

(3) Persons making use of any public way located through a recreational facility; however, such persons must confine themselves to the limits of the public way;

(4) Persons who are actually engaged at such time in the official business of any city, county, state or the United States or any agency or department thereof.

Requested by:

Assistant City Manager Simons _____

 Mayor

Approved by:

 City Manager

Approved as to form:

ATTEST:



 City Attorney

Introduced:

Final Reading:

 City Clerk



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-084 Authorizing the City Manager to accept the transfer of approximately 31.43 acres of Surplus Property located between SC Highway 277 and Park Street and to accept as Consideration for the Transaction portions of Grace Street; Henderson Street, Washington Street, Wayne Street, Chester Street, Aiken Street, Honors Road, and Crowson Road; Richland County TMS#09115, 09114, 09111, 09110, 09109, 09182 and to authorize the City Manager to execute any documents approved by the City Attorney necessary to consummate the transfer

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

ATTACHMENTS:

- **#a:** R-2021-084 SCDOT Transfer (277 to Park and other Streets) (PDF)
- **#b:** Exhibits SCDOT Property Transfer SC Hwy 277 to Park St and other Streets (PDF)

RESOLUTION NO.: R-2021-084

Authorizing the City Manager to accept the transfer of approximately 31.43 acres of Surplus Property located between SC Highway 277 and Park Street and to accept as Consideration for the Transaction portions of Grace Street; Henderson Street, Washington Street, Wayne Street, Chester Street, Aiken Street, Honors Road, and Crowson Road; Richland County TMS#09115, 09114, 09111, 09110, 09109, 09182 and to authorize the City Manager to execute any documents approved by the City Attorney necessary to consummate the transfer

WHEREAS, the City of Columbia desires to acquire from the South Carolina Department of Transportation ("SCDOT") approximately 31.43 acres located between SC Highway 277 and Park Street, with portions to be designated primarily for extension of the Vista Greenway, green space, a community garden, recreational use, and the remainder for future uses to be determined. A more detailed background regarding this transaction is outlined in the memo attached hereto and made a part hereof as Exhibit "A"; and,

WHEREAS, in consideration of the acquisition the SCDOT shall include the transfer into the City's system for ownership and maintenance by the City portions of Grace Street; Henderson Street, Washington Street, Wayne Street, Chester Street, Aiken Street, Honors Road, and Crowson Road as shown on Richland County TMS sheets 09115, 09114, 09111, 09110, 09109, 09182; and,

WHEREAS, the City's Public Works Director and the Director of Engineering recommend that the City accept the roads for this transaction; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day ____ of _____, 2021, the City of Columbia hereby accepts the conveyance of surplus property containing approximately 31.43 acres located between SC Highway 277 and Park Street for and in consideration of the transfer of portions of Grace Street; Henderson Street, Washington Street, Wayne Street, Chester Street, Aiken Street, Honors Road, and Crowson Road as shown on Richland County TMS sheets 09115, 09114, 09111, 09110, 09109, 09182. The portions of the streets to be transferred to the City of Columbia include Grace Street (North Main Street to Marion Street), Henderson Street (Hampton Street to end of State Maintenance), Washington Street (Barnwell Street to Henderson Street), the intersection of Wayne Street (Elmwood Avenue to Chester Street), Chester Street (Wayne Street to Gadsden Street), Aiken Street (Gadsden Street to Wayne Street), Honors Road (Shop Road to Dead End), and Crowson Road (Cross Hill Road to Fort Jackson Boulevard and from Fort Jackson Boulevard to Devine Street) in "as-is" condition with no further conditions or consideration required from the City of Columbia; and,

BE IT FURTHER ORDAINED that the City Manager is authorized to sign any documents necessary and approved by the City Attorney to facilitate the transfer of the properties and specified portions of the aforesaid streets from the South Carolina Department of Transportation to the City of Columbia.

Reference is made to the attached Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", which are incorporated herein and made a part hereof.

Requested by:

Assistant City Manager Shealy and
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2021-085
Exhibit "A"



We Are Columbia

Assistant City Manager for Development • 1737 Main Street, Columbia, SC 29217 • Phone: 803-545-3037

To: City Manager and City Council
FROM: Melissa Gentry, PE, Assistant City Manager *MAG*
Date: July 27, 2021
RE: Property Acquisition from SCDOT for surplus property at N Main and River Drive

SCDOT notified the City in 2013 of their intent to dispose of surplus property in the N Main / River Drive area. The property had been purchased by SCDOT for the proposed SC Route 277 extension project. Prior to a decision to dispose of the property, it had been under lease to the City since 2001 and used as green space, with a portion of it being a community garden. Upon receiving notification of SCDOT's intent to dispose of the property, the City began negotiations regarding the property acquisition.

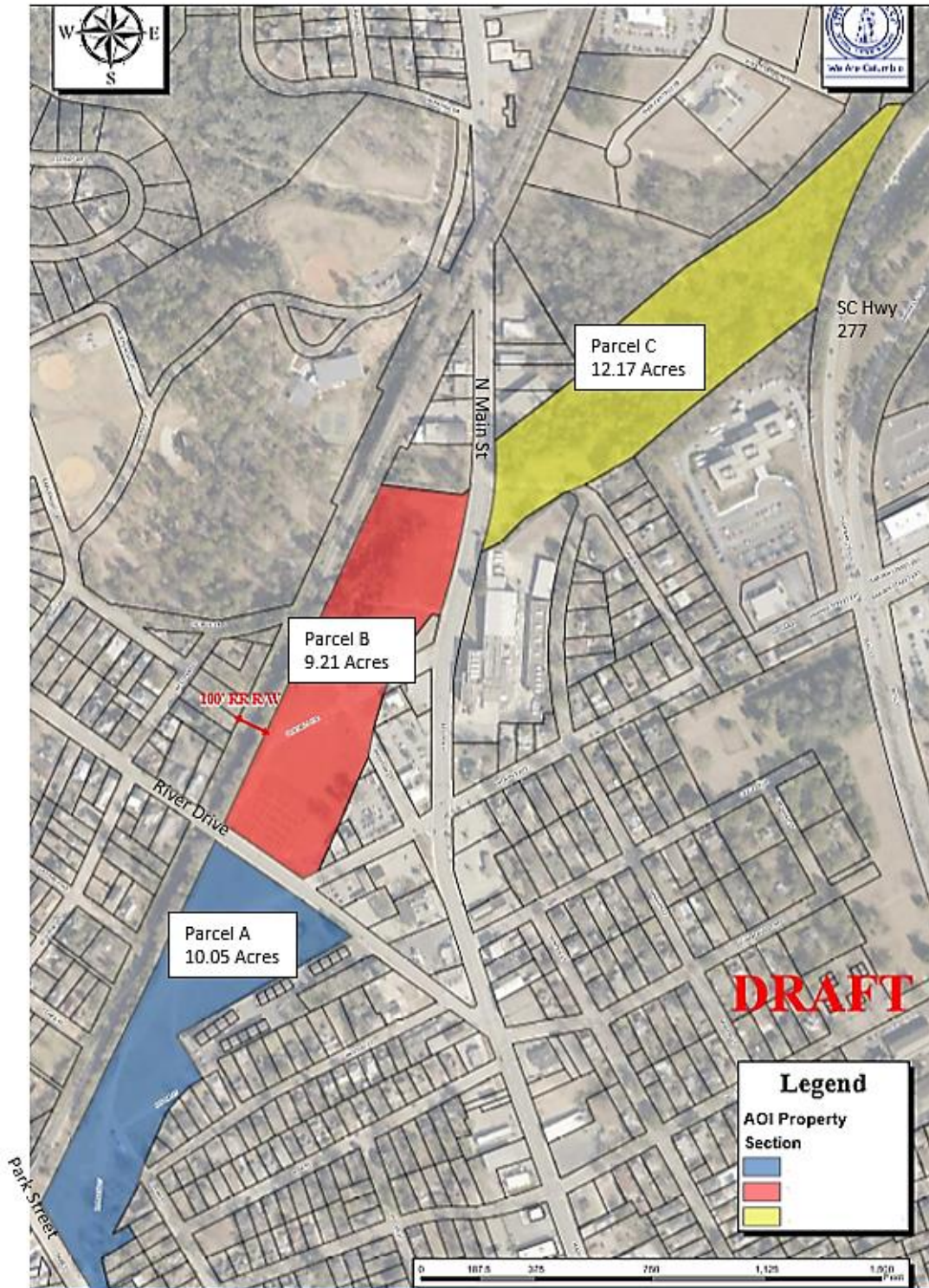
Years of negotiations have resulted in an agreement between the City and SCDOT regarding the property acquisition. As part of the agreement, the City agreed to accept several SCDOT roads into the City's maintenance system, relieving SCDOT of the ownership and maintenance responsibility for those roadways. SCDOT has already removed those roadways from their inventory, but the City must also officially approve accepting those same roads into the City's inventory. In consideration for accepting the agreed upon roadways, SCDOT will transfer the surplus property to the City. A property transaction will occur shortly after City Council approval of both items.

The future use of this property is not yet determined, with the exception of a 25' corridor along the railroad right of way that is intended to be used for the future extension of the Vista Greenway property. There has been a lot of interest in portions of this site over the years. Once the City owns the property, it seems prudent to discuss its future use. A large portion of the site is currently being utilized by the contractor working for Richland Penny on the N Main Improvement Project. Staff will work to determine the length of that use in order to plan for future discussions about the future of the site.

Please let me know if you have any questions about this property acquisition or roadway transfer.

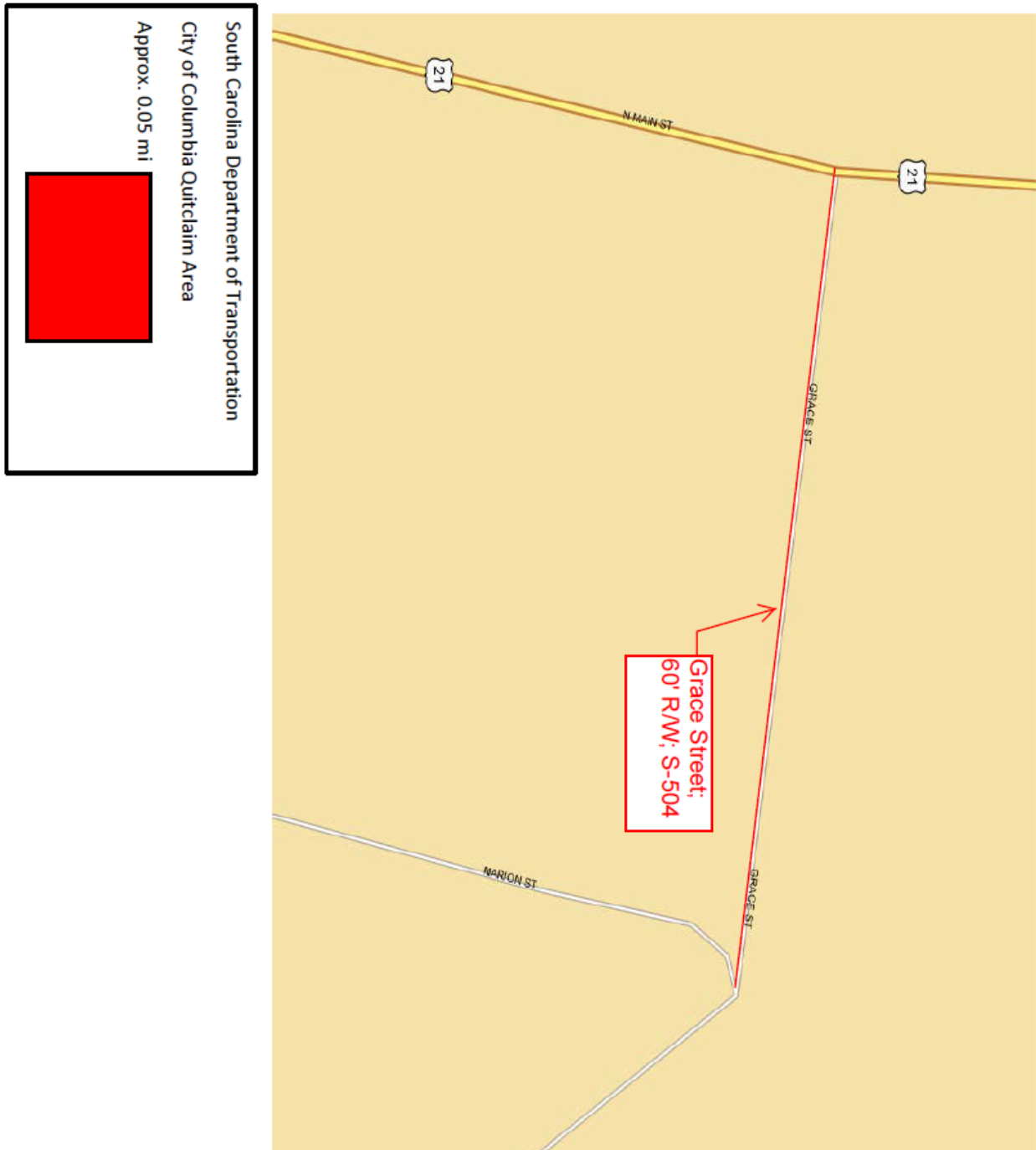
RESOLUTION NO.: R-2021-085
Exhibit "B"

SCDOT Surplus Property from SC Hwy 277 to Park Street



RESOLUTION NO.: R-2021-085
Exhibit "C"

Grace Street from North Main Street to Marion Street



RESOLUTION NO.: R-2021-085
Exhibit "D"

Henderson Street from Hampton Street to end of State Maintenance

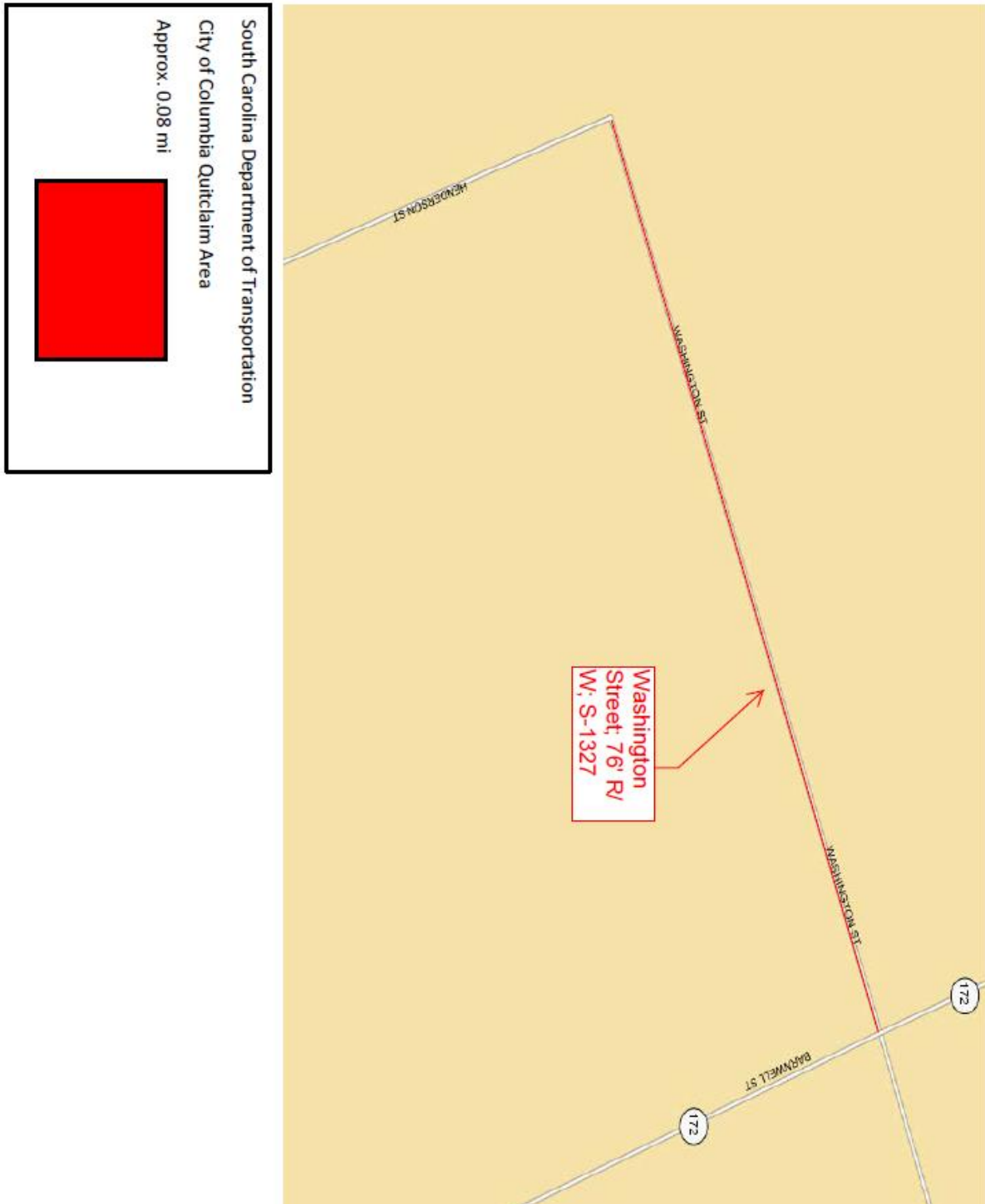


South Carolina Department of Transportation
City of Columbia Quitclaim Area
Approx. 0.03 mi



RESOLUTION NO.: R-2021-085
Exhibit "E"

Washington Street from Henderson Street to Barnwell Street



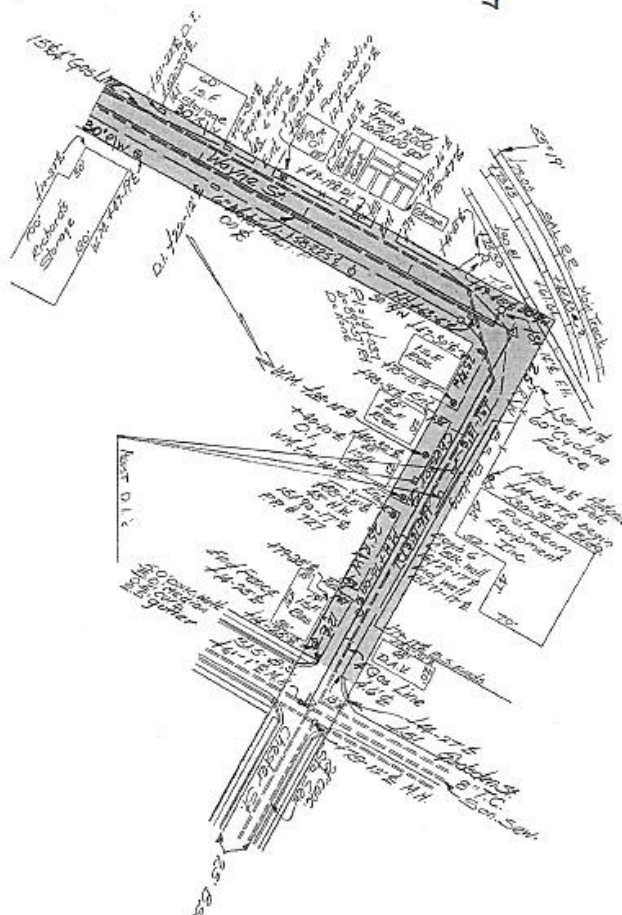
RESOLUTION NO.: R-2021-085

Exhibit "G"

Wayne Street from Elmwood Avenue to Chester Street
Chester Street from Wayne Street to Gadsden Street

Wayne Street; 60' RMW; S-1277

Chester Street; 50' R/W; S-1277



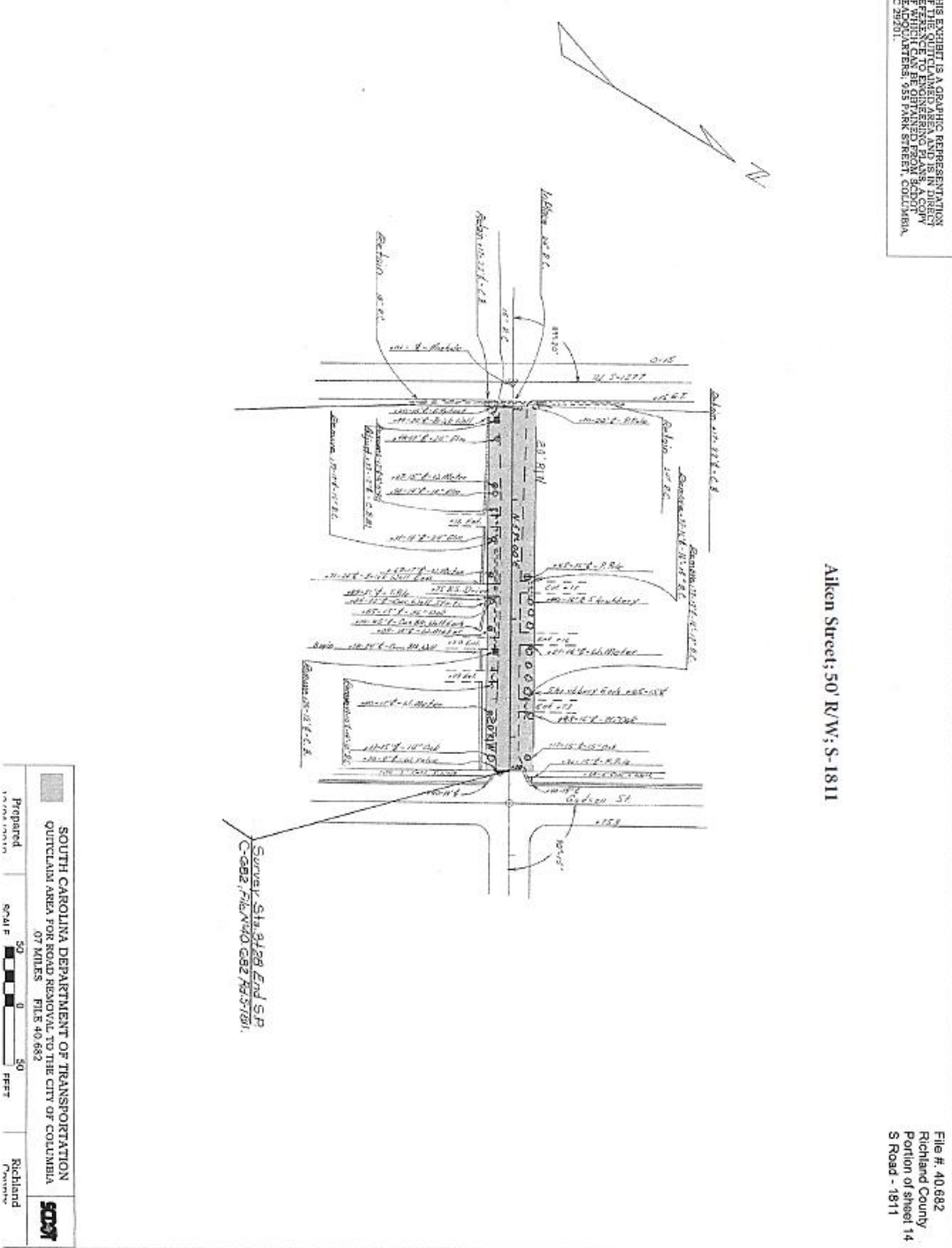
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
QUICKCLAIM AREA FOR ROAD REPAIRS TO THE CITY OF QUINCY
33 MILES FILE # 40.571

Prepared 12/07/2016

SCALE 50 0 50 FEET

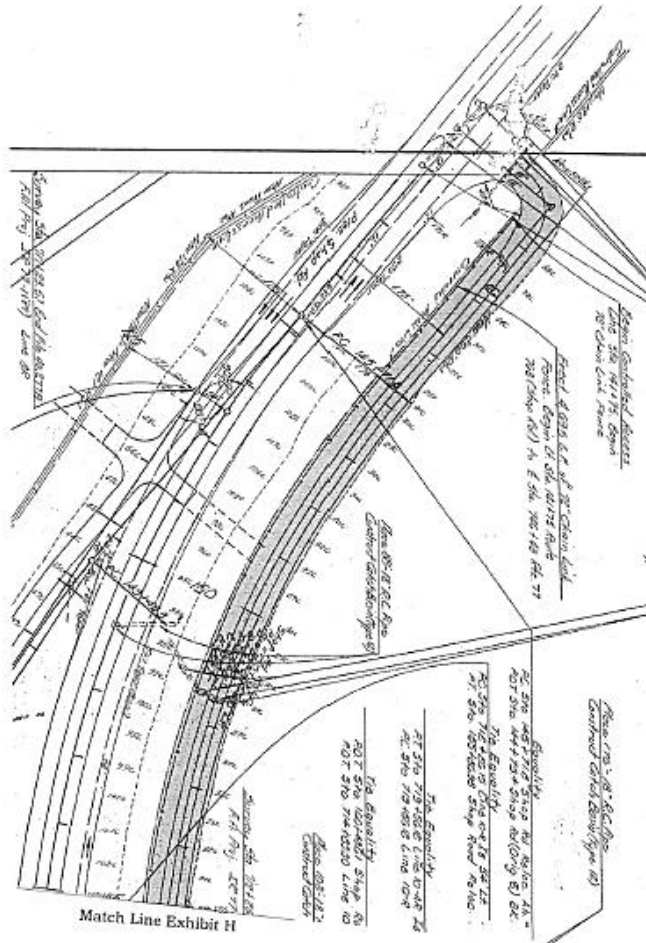
RESOLUTION NO.: R-2021-085
Exhibit "H"

Aiken Street from Gadsden Street to Wayne Street



RESOLUTION NO.: R-2021-085
Exhibit "I"

Honors Road from Shop Road to the Dead End

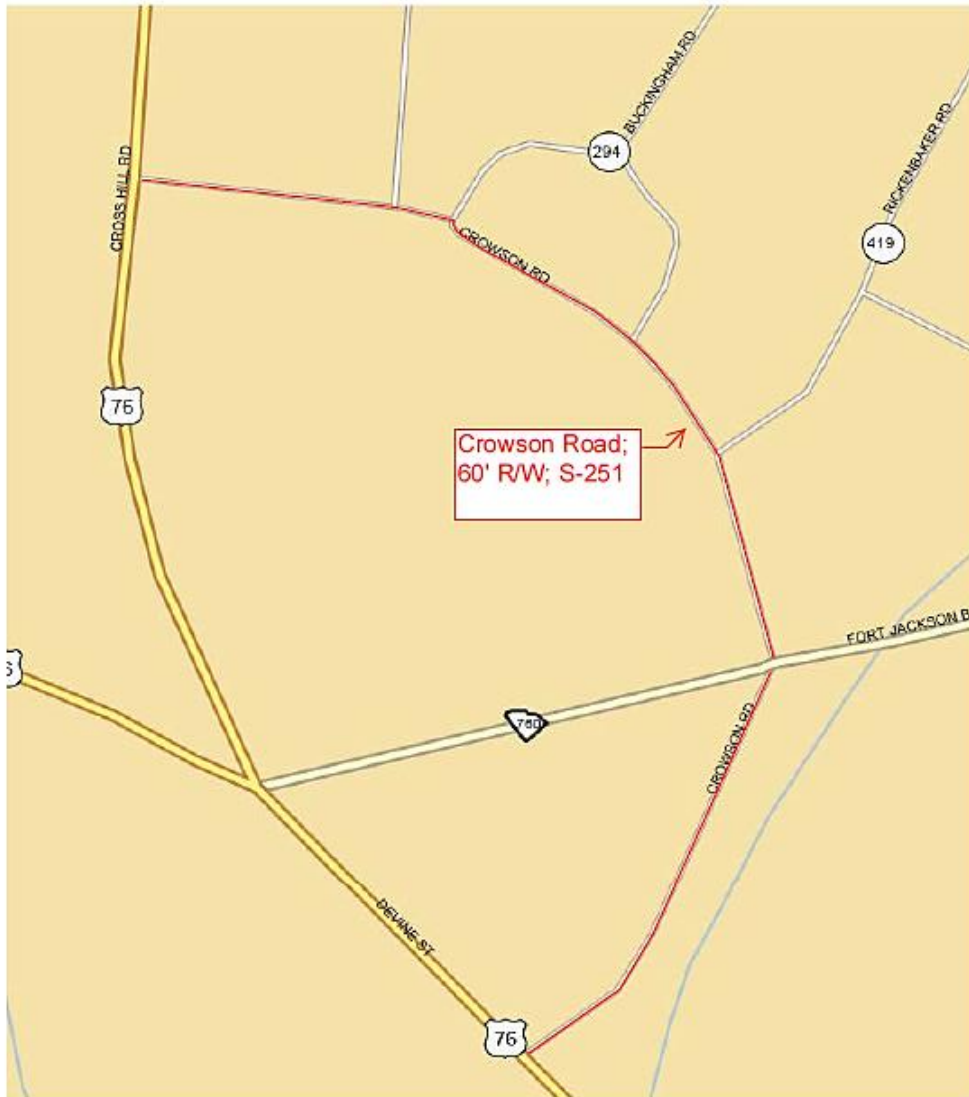


N

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION QUICCLAIM AREA FOR ROAD REMOVAL TO THE CITY OF COLUMBIA 0.55 MILES FILE 40.277A		50037
Prepared 12/05/2019	SC&F 100 0 100 FEET	Richland County

RESOLUTION NO.: R-2021-085
Exhibit "K"

Crowson Road from Cross Hill Road to Fort Jackson Boulevard and from Fort Jackson Boulevard to Devine Street



South Carolina Department of Transportation
City of Columbia Quitclaim Area
Approx. 0.42





We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-089 Certifying Two (2) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1216 Taylor Street, Richland County TMS # R09014-09-03

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** R-2021-089 certify 1216 Taylor Street as Abandoned Building (PDF)

RESOLUTION NO.: R-2021-089

Certifying Two (2) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1216 Taylor Street, Richland County TMS # R09014-09-03

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use.

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes, license fees or premium taxes, and,

WHEREAS, GSM Taylor, LLC (the "Taxpayer") is the owner and developer of certain real property located at 1216 Taylor Street, which property is further identified on the Richland County Tax Maps as TMS No. R09014-09-03 (the "Property"); and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and the Taxpayer plans to develop the Property for two separate retail and residential apartment uses and has therefore subdivided the Property into two separate units (each a "Building Site") as follows:

Unit 1: first floor of building on the Property (retail space)

Unit 2: second floor of building on the Property (residential apartment space)

WHEREAS, GSM Taylor, LLC has requested that the City certify that the two (2) Building Sites are abandoned as authorized by Section 12-67-160; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Properties are Abandoned Building Sites as defined in Section 12-67-120(1); and

Section 2. The geographic area of the sites is consistent with Section 12-67-120(2) of the Act.

BE IT FUTHER RESOLVED that words used in the singular number include the plural, and words used in the plural number include the singular.

Requested by:

Assistant City Manager Gentry

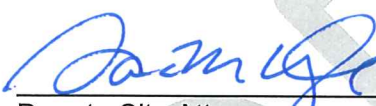
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

35.a

A compass rose with four points labeled N (North), S (South), E (East), and W (West). The rose is oriented with N at the top, S at the bottom, E to the right, and W to the left.

[illegible]

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 514



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-099 City of Columbia Policy on the Carry of Concealable Weapons during permitted, organized events within the jurisdiction of the City of Columbia and while on City premises or workplaces

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- #a: R-2021-099 Firearms Policy (PDF)

RESOLUTION NO.: R-2021-099

City of Columbia Policy on the Carry of Concealable Weapons during permitted, organized events within the jurisdiction of the City of Columbia and while on City premises or workplaces

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021, that to ensure the health, safety, and welfare of all citizens and visitors of the City of Columbia, the following policy on the possession of concealable weapons during permitted, organized events within the jurisdiction of the City of Columbia and while on City premises or workplaces is hereby implemented:

1. South Carolina's Open Carry with Training Act (H3094) took effect on August 15, 2021.

2. The City is opposed to the open carry of firearms at organized events within the City's jurisdiction. Accordingly, all permits for organized events occurring on or after September 7, 2021 (such as public rallies, parades, protests, festivals, or fairs) shall, at a minimum, be subject to a prohibition on the open carry of firearms in the specific area of such event and for the duration of such organized event. City management shall take all reasonable and necessary action to ensure that temporary restrictions on the otherwise lawful open carrying of a firearm at permitted, organized events within the City are implemented in compliance with section 23-31-520 of the South Carolina Code of Laws.

3. Further, as a public employer, the City is committed to taking reasonable action necessary to protect the health, safety, and welfare of its employees. As such, the City is opposed to persons carrying firearms of any kind into City-owned buildings, facilities, and workplaces, without express written permission from the City Manager and the Chief of Police giving the specified person, who must possess a valid concealed weapons permit, permission to carry a concealable weapon while in City-owned buildings and workplaces. Accordingly, the carrying firearms into City-owned buildings, facilities and workplaces is prohibited. City management shall take all reasonable and necessary action to ensure that all City-owned buildings, facilities, and workplaces are posted with signs in compliance with sections 23-31-220 and 23-31-235 of the South Carolina Code of Laws.

4. Persons, including valid concealed weapons permit holders, are prohibited from carrying concealable weapons, as defined in section 23-31-210(5) of the South Carolina Code of Laws, whether concealed or not, in those locations set forth in section 23-31-215(M) of the South Carolina Code of Laws.

Requested by:

Mayor and City Council _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-087 Authorizing consumption of beer and wine only at the Gervais Street Bridge Dinner on Sunday, October 10, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2021-087 Gervais Street Bridge Dinner (PDF)

RESOLUTION NO.: R-2021-087

Authorizing consumption of beer and wine only at the Gervais Street Bridge Dinner on Sunday, October 10, 2021

WHEREAS, Carolina Together (hereinafter, "Sponsor" or "Organizer") is sponsoring the Gervais Street Bridge Dinner on Sunday, October 10, 2021 from 3:00 p.m. until 8:00 p.m.; and,

WHEREAS, the Sponsor has requested permission for the use of the portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant from 8:00 a.m. until midnight for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Sunday, October 10, 2021, between 3:00 p.m. and 8:00 p.m. in the portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant and for patrons to consume beer and wine only at the event during the hours of 3:00 p.m. and 7:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying on October 10, 2021 from 8:00 a.m. until midnight such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space along the portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include, but not be limited to, wearing face masks, social distancing, and frequent washing of hands.
8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

10. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 8:00 a.m. and midnight.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 3:00 p.m. and 7:30 p.m. on Sunday, October 10, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event date of Sunday, October 10, 2021 and time of 3:00 p.m. and 8:00 p.m. the portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant that serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas

designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T.A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

7-20-2021

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Stephanie Amaker
Carolina Together
s.amaker@carolinatogether.org
803-210-5550ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

1400

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Gervais Street Bridge Dinner

DATE(S) OF EVENTS: (multiple day can be on one request)

October10,2021

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Gervais Street Bridge

STREET(S) OR PARK AREA TO BE
CLOSED

(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Gervais Street Bridge from Alexander Street to Huger Street

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

8:00am-12:00am

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

3:00pm-8:00pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)
(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

3:00pm-7:30pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 5/5/2021



July 20, 2021

To whom it may concern,

Carolina Together seeks permission to close the Gervais Street Bridge on October 10, 2021 from 8am until midnight for the Gervais Street Bridge Dinner. The Gervais Street Bridge Dinner is an annual sunset fundraiser to benefit multiple local charity organizations. A set dinner menu catered by Southern Way Catering will be provided to guests on the Gervais Street Bridge. The event will feature a staged band in the center of the bridge during the event. The Gervais Street Bridge Dinner will begin hosting guests at 3pm and end promptly at 8pm. Carolina Together is asking permission to close the street at 8am and reopen at 12am to allow enough time for set up and breakdown of the event.

Carolina Together will ensure the safety of patrons, performers, and staff by adhering to the following safety protocols:

- Masks will be recommended for the event. If a guest arrives without a mask and requests one, we will provide.
- Temperature checks will be performed upon entry.
- Sanitizer stations will be located across the bridge and hand wash stations inside the food prep tents.
- Staggered arrival times as well as assigned seating. Check-in areas will be located at either end of the bridge, opening 30 minutes prior to the event to alleviate lines.
- Bar service will be provided in two locations, one at either end of the bridge to alleviate congestion and close proximity. Beer, wine, and soft drinks will only be served on the City of Columbia side of the bridge.
- Southern Way Catering servers will follow all hospitality safety guidelines and will be wearing masks and gloves when preparing food. All food will be prepared inside their restaurant then transported to the prep kitchens on site at either end of the bridge and served by their masked staff.
- Mobile restrooms will be available on site and will include hand washing stations as well as hand sanitizer.
- Carolina Together will offer a refund policy for those exhibiting Covid-19 symptoms to discourage those feeling sick from attending.

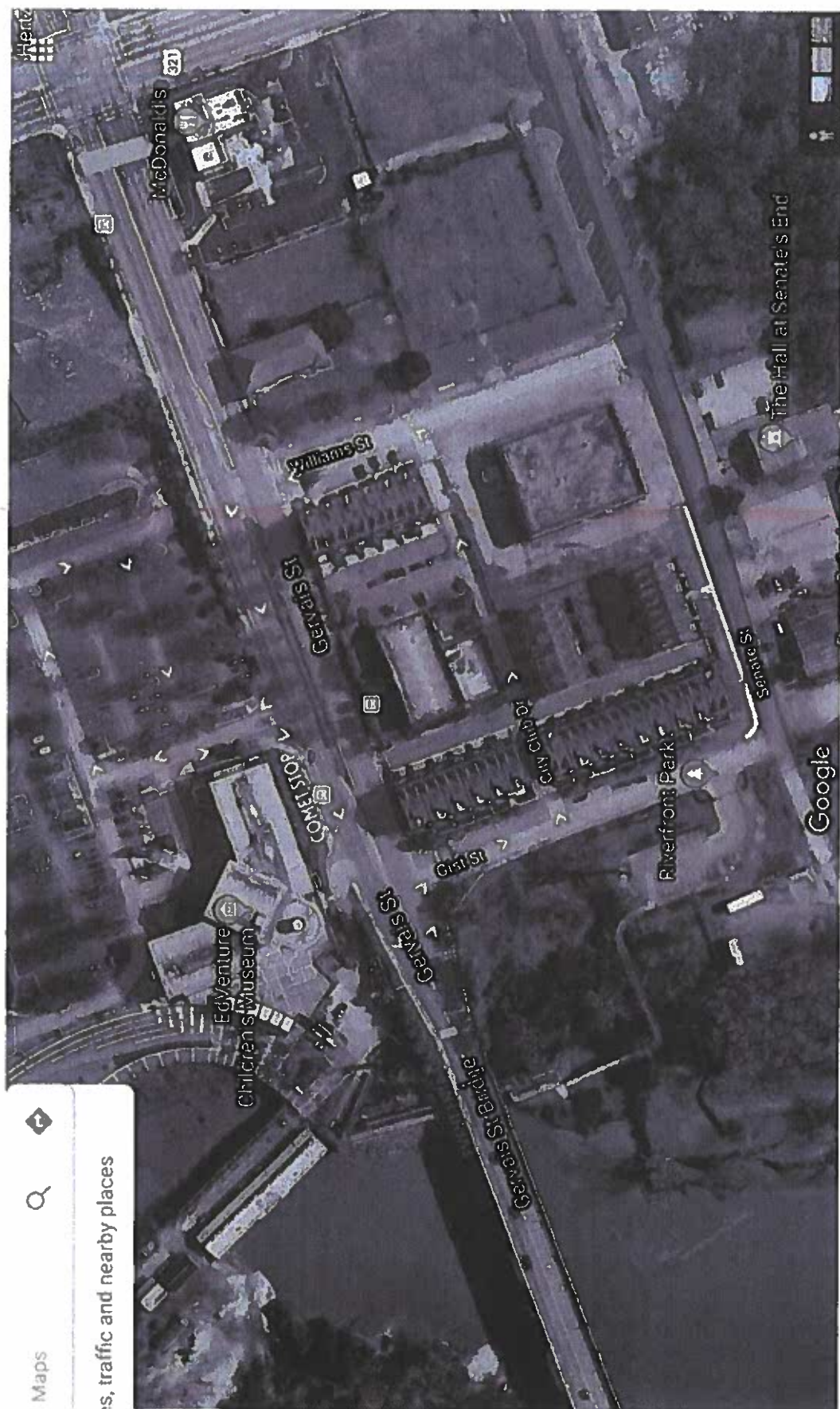
While the Covid-19 situation continues, Carolina Together strives to create a safe outdoor fundraiser for our community. This fundraiser is imperative to assist multiple local non-profits during their time in need. Proceeds raised through ticket sales, sponsorships, and donations will be dispersed among multiple Midland's charities. Patrons will enjoy an evening of fine dining and live entertainment on the Columbia region's most iconic landmark.

Sincerely,

A handwritten signature in black ink that reads "Stephanie Amaker".

Stephanie Amaker
Executive Director, Carolina Together

803 Meeting Street
West Columbia, SC 29169





July 29, 2021

Dear Sir or Madam:

This letter is in reference to your desire to close the Gervais Street Bridge for your upcoming event. The South Carolina Department of Transportation (SCDOT) has reviewed your submittal. Pending written notification from the City of Columbia indicating their participation in the traffic control and detour routes for the road closure, we offer no objection to the proposed use of the SCDOT maintained road(s) as indicated on the ROAD CLOSURE REQUEST form and supplemental documents.

Your signature on the enclosed form indicates you have read and agree to follow the procedures of the ROAD CLOSURE FOR PARADE, FESTIVALS, OR OTHER EVENTS AGREEMENT.

Please do not hesitate to contact me at (803) 737-6660 if you have any questions or concerns regarding this event.

Sincerely,



Robert C. Dickinson, P. E.
District Engineering Administrator

cc: County Resident Maintenance Engineer
South Carolina Department of Public Safety



Created October 2018

SCDOT DISTRICT 1 ROAD CLOSURE REQUEST

Requestor Name	Stephanie Amaker		
Local agency, Organization, or Group	Carolina Together		
Mailing Address	803 Meeting Street West Columbia SC 29169		
Email Address	s.amaker@carolinatogether.org	Phone	803-210-5550

* If requester is not a local governmental agency, written authorization from a local governmental agency must be attached

Name of Event	Gervais Street Bridge Dinner
Detailed Description of Event	1440 person dinner on Gervais Street Bridge to raising funds that will benefit non profit organizations in Lexington and Richland Counties.

Sponsoring Organization or Group	Carolina Together
Contact Name	Stephanie Amaker
Mailing Address	803 Meeting Street West Columbia SC 29169
Email Address	s.amaker@carolinatogether.org
Phone	803-210-5550

Date of Event:	October 10, 2021	Begin Time:	3:00pm	End Time:	8:00pm	Rain Date:	

Road Name/Route Number	Road Name/Route Number
ROAD CLOSURE REQUESTED for 8:00am-12:00am	
Gervais Street (bridge section)	
From Alexander St (WECO) to Huger St (COLA)	

All requests must also include the following information:

- ☒ Written authorization by local authority (if requester is community organization or business)
- ☒ Written authorization by local law enforcement agency to provide traffic control (if requester is not law enforcement)
- ☒ Map highlighting proposed road closure or route and detour route
- ☒ Additional details of event

I have read and agree to follow the procedures of the ROAD CLOSURE FOR PARADE, FESTIVALS, OR OTHER EVENTS AGREEMENT.	<i>Stephanie Amaker</i>	7-15-2021
	Requester's Signature	Date

FOR SCDOT USE:

If accepted, SCDOT has NO objection to closing the SCDOT maintained roads above for this event in accordance with all submitted documents and maps.

County:	Lexington	Date Received:	7/22/2021

County	Reviewer: <i>Marcena W. Reppenhausen</i>	Date:	7/27/2021	☒ Accept	☐ Reject/Revise*
County		Date:	7/27/21	☒ Accept	☐ Reject/Revise*
District		Date:	7/29/21	☒ Accept	☐ Reject/Revise*
DEA:	<i>Robert C. Robinson</i>	Date:	7/29/21	☒ Accept	☐ Reject/Revise*

*If rejected/revise, attach memo with explanation or revision:

Created October 2018

SCDOT DISTRICT 1 ROAD CLOSURE REQUEST

Requestor Name	Stephanie Amaker		
Local agency, Organization, or Group	Carolina Together		
Mailing Address	803 Meeting Street West Columbia SC 29169		
Email Address	s.amaker@carolinatogether.org	Phone	803-210-5550

* If requester is not a local governmental agency, written authorization from a local governmental agency must be attached

Name of Event	Gervais Street Bridge Dinner
Detailed Description of Event	1440 person dinner on Gervais Street Bridge to raising funds that will benefit non profit organizations in Lexington and Richland Counties.

Sponsoring Organization or Group	Carolina Together
Contact Name	Stephanie Amaker
Mailing Address	803 Meeting Street West Columbia SC 29169
Email Address	s.amaker@carolinatogether.org
Phone	803-210-5550

Date of Event:	October 10, 2021	Begin Time:	3:00pm	End Time:	8:00pm	Rain Date:	

Road Name/Route Number	Road Name/Route Number
ROAD CLOSURE REQUESTED for 8:00am-12:00am	
Gervais Street (bridge section)	
From Alexander St (WECO) to Huger St (COLA)	

All requests must also include the following information:

- ☒ Written authorization by local authority (if requestor is community organization or business)
- ☒ Written authorization by local law enforcement agency to provide traffic control (if requestor is not law enforcement)
- ☒ Map highlighting proposed road closure or route and detour route
- ☒ Additional details of event

I have read and agree to follow the procedures of the ROAD CLOSURE FOR PARADE, FESTIVALS, OR OTHER EVENTS AGREEMENT.

Stephanie Amaker 7-15-2021
Requester's Signature Date

FOR SCDOT USE:

If accepted, SCDOT has NO objection to closing the SCDOT maintained roads above for this event in accordance with all submitted documents and maps.

County: *Richland* Date Received: *7/22*

County Reviewer: <i>[Signature]</i>	Date: <i>7/28</i>	☒ Accept	☐ Reject/Revise*
County Maintenance: <i>[Signature]</i>	Date: <i>7/29</i>	☒ Accept	☐ Reject/Revise*
District Traffic: <i>[Signature]</i>	Date: <i>7/29/21</i>	☒ Accept	☐ Reject/Revise*
DRA: <i>[Signature]</i>	Date: <i>7/29/21</i>	☒ Accept	☐ Reject/Revise*

*If rejected/revise, attach memo with explanation or revision.



City of West Columbia

Bridging Past, Present and Future

POLICE DEPARTMENT

CHIEF DENNIS K. TYNDALL

TO: WHOM IT MAY CONCERN

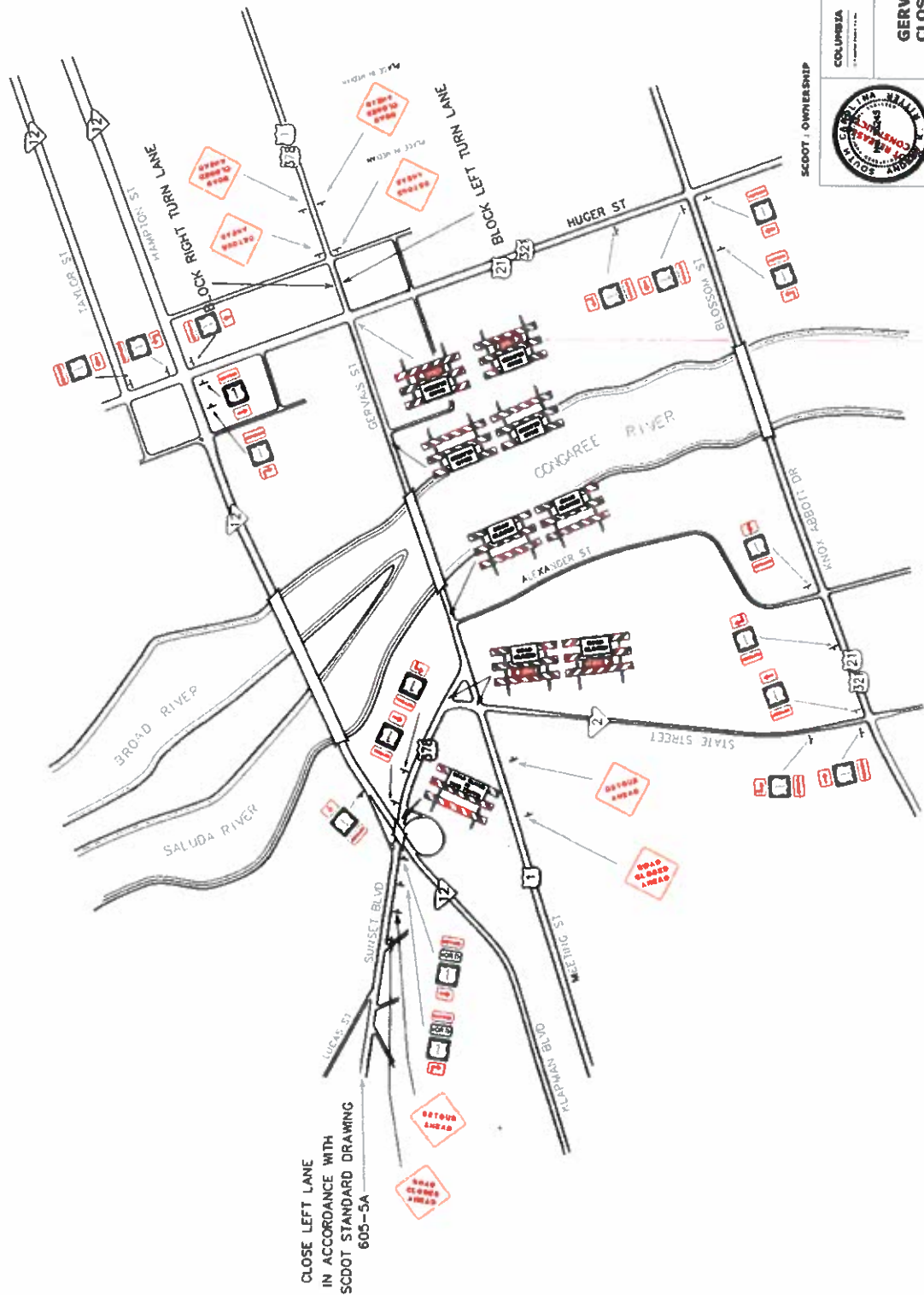
FROM: Sergeant Ronald Fair

REF: D.O.T. AND THE CITY OF WEST COLUMBIA

The West Columbia Police Department has received a request and will be a part of the following event for traffic control once the event has been approved.

2021 Fall Gervais Street Bridge Dinner: The event will take place on the Gervais Street Bridge on October 10, 2021 from 8:00 am to midnight.

We will utilize two fire trucks at the entrance to the bridge along with traffic cones and barricades as needed on the connecting roads. We will have five uniformed police officers along the entrance to the bridge and connecting roads to ensure the safety of both participants and motorists. Contact me with any questions or concerns at 803-518-1066.

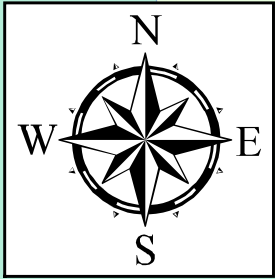


CLOSE LEFT LANE
IN ACCORDANCE WITH
SCDOT STANDARD DRAWING
605-5A

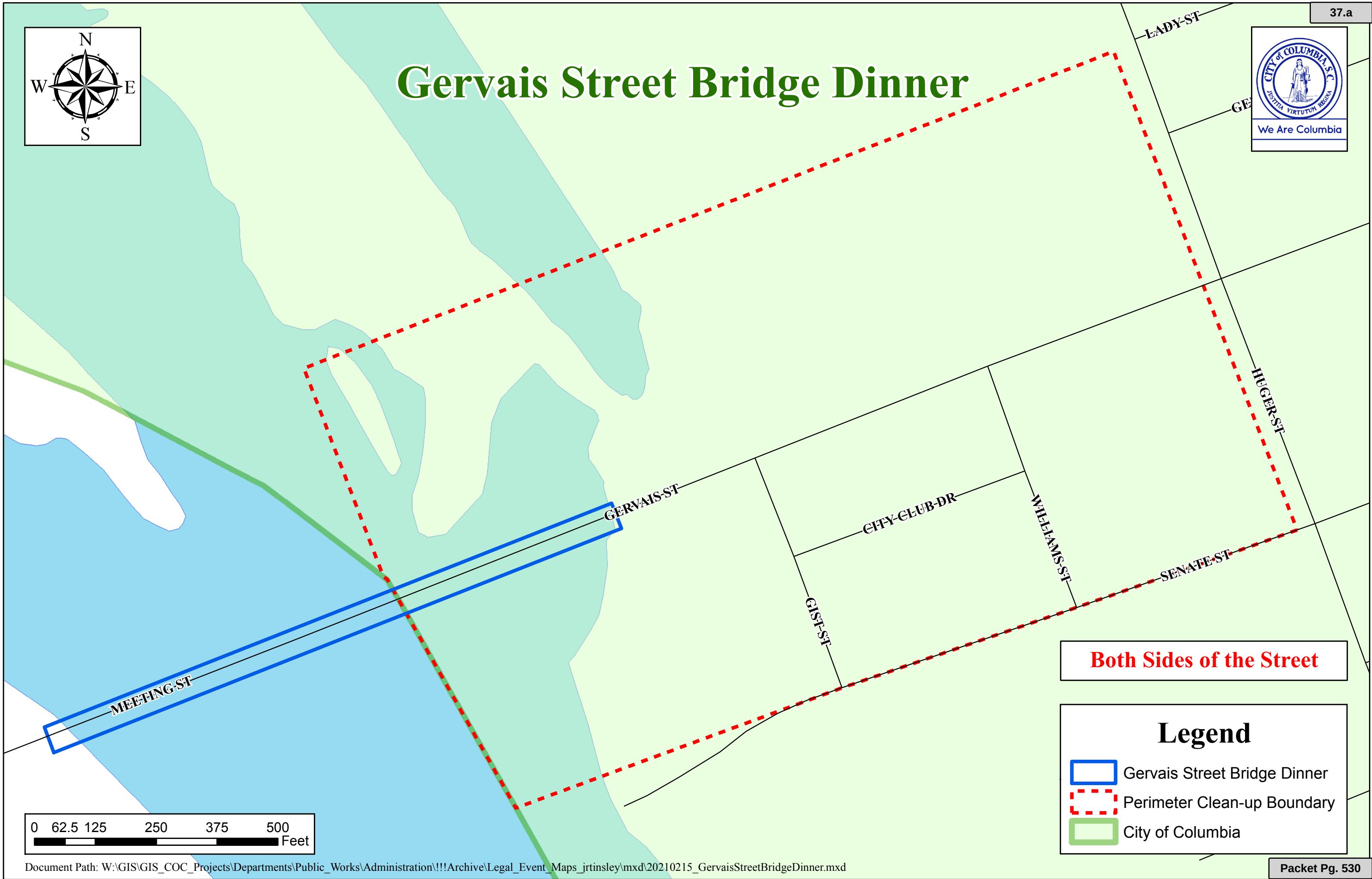
SCOOT / OWNERSHIP

COLUMBIA		PUBLIC WORKS DEPARTMENT	
TRAFFIC ENGINEERING DIVISION		REVISED SIGNAL PLAN	
DATE		REVISION	
DATE		DATE	
SCALE		BRIDGE NO.	
RTS		INVESTIGATOR: A. B. 11/18	
CITY		TRAFFIC ENGINEER	



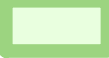


Gervais Street Bridge Dinner



Both Sides of the Street

Legend

-  Gervais Street Bridge Dinner
-  Perimeter Clean-up Boundary
-  City of Columbia



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-094 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Contemporaries Present Beer and Brats on Boyd Plaza on Thursday, October 21, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2021-094 CMA Contemporaries Beer and Brats (Oct 21) (PDF)

RESOLUTION NO.: R-2021-094

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Contemporaries Present Beer and Brats on Boyd Plaza on Thursday, October 21, 2021

WHEREAS, Columbia Museum of Art (hereinafter "CMA" or "Organizer") is hosting CMA Contemporaries Present Beer and Brats on Boyd Plaza on Thursday, October 21, 2021 from 5:30 p.m. until 8:30 p.m.; and,

WHEREAS, the Organizer has requested permission for the use of the courtyard/plaza area adjacent to the Museum from 4:00 p.m. until 9:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:30 p.m. until 8:30 p.m., and for patrons to consume beer and wine beverages only on Thursday, October 21, 2021 from 5:30 p.m. until 8:00 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the courtyard/plaza area adjacent to the Museum regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Thursday, October 21, 2021 from 4:00 p.m. until 9:00 p.m., regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include, but not be limited to, wearing face masks, social distancing, and frequent washing of hands.
8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
10. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 4:00 p.m. and 9:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:30 p.m. and 8:00 p.m. on Thursday, October 21, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Organizer shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event date of Thursday, October 21, 2021 and time of 5:30 p.m. and 8:30 p.m. in the closed portion of the courtyard/plaza area adjacent to the Museum that serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the closed portion of courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T.A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 7.29.21

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Caitlin Thomas
Columbia Museum of Art
cthomas@columbiamuseum.org (803) 343-2208

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser) The Contemporaries Present Beer and Brats on Boyd Plaza

DATE(S) OF EVENTS: (multiple day can be on one request) 10.21.21

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Boyd Plaza

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

4:00-9:00pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:30-8:30pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event

(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:30-8:00pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). **Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021



COVID-19 Event Safety Plan

Masks are required to gain admission or participate in the event in accordance with applicable state laws/ordinances.

Sanitizer stations will be placed throughout the event area and museum for the duration of the event. The CMA has adequate supplies for increased cleaning and disinfection for high traffic areas and bathrooms.

The CMA has a social distancing plan in place. The plan encourages individuals who are not part of the same household to stay at least 6 feet apart before, during, and after the event by addressing traffic flow, seating layout and/or availability of seating, and, if applicable, blocking off rows and/or sections.

Visible guidelines will be posted, such as decals/tape on floors, signs on walls, and/or stanchions with signs, to promote social distancing.

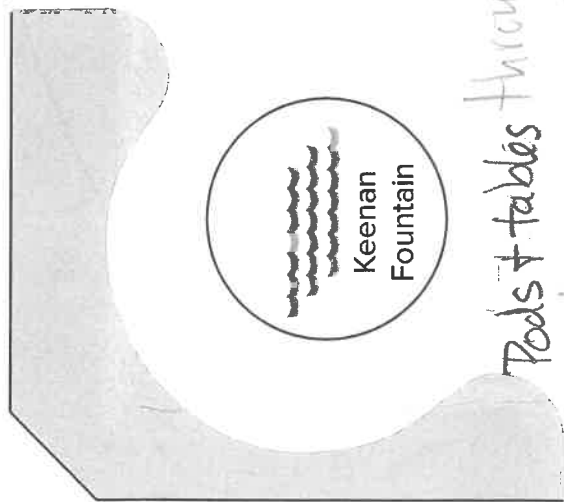
All outside event vendors will be fully informed of the CMA's COVID-19 safety protocols and agree to adhere to all protocols for the duration of the event.

Visible guidelines of COVID-19 safety protocols and event specific rules will be posted for attendees to see upon entry.

BOYD PLAZA

Hampton Street

CLOSED



Pods + tables throughout
plaza, separated by
six feet.

Main Street

10 person capacity

- Sanitizer as you enter place + at each food/drink station.

- Covid safety signs visible, promoting social distancing + mask wearing.

- Mask wearing required while not seated.

TD Bank

● socially distanced lines

The Grove

The Bandstand

Savitzer

The Pavilion

mas

☐ Webis

52916

2

4215

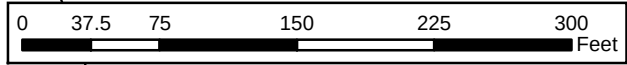
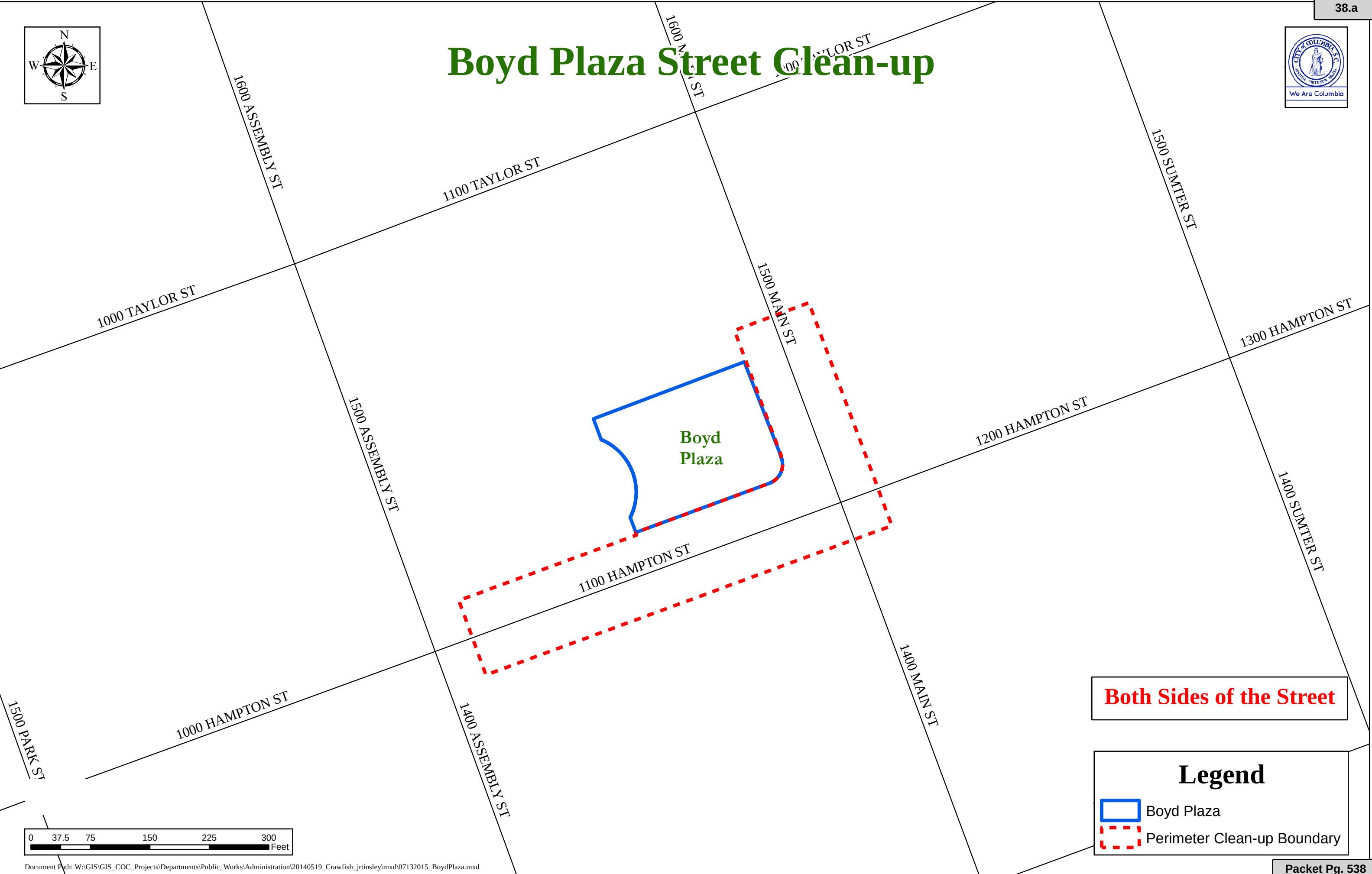
Columbia Museum of Art

Page 5

Packet Pg. 537



Boyd Plaza Street Clean-up





We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-096 Authorizing consumption of beer and wine only at Jerry Fest at the Five Points Fountain on Sunday, October 3, 2021 with a rain contingency date of Sunday, October 10, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2021-096 Jerry Fest (Oct 3 - rain Oct 10) (PDF)

RESOLUTION NO.: R-2021-096

Authorizing consumption of beer and wine only at Jerry Fest at the Five Points Fountain on Sunday, October 3, 2021 with a rain contingency date of Sunday October 10, 2021

WHEREAS, the Five Points Association (hereinafter "Sponsor" or "Organizer") is sponsoring Jerry Fest on Sunday, October 3, 2021 from 2:00 p.m. until 10:00 p.m. on Saluda Avenue adjacent to the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street; and,

WHEREAS, the Sponsor has requested permission for the use of Saluda Avenue adjacent to the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street from 10:00 a.m. until midnight for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Sunday, October 3, 2021 with a rain contingency date of Sunday, October 10, 2021, between 2:00 p.m. and 10:00 p.m. in Saluda Avenue adjacent to the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street, and for patrons to consume beer and wine only at the event during the hours of 2:00 p.m. and 9:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited on Saluda Avenue adjacent to the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street on Sunday, October 3, 2021 and the rain contingency date of Sunday, October 10, 2021 from 10:00 a.m. until midnight regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space at the Saluda Avenue adjacent to the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.

5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.

6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.

7. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include, but not be limited to, wearing face masks, social distancing, and frequent washing of hands.

8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

10. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 10:00 a.m. and midnight.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 2:00 p.m. and 9:30 p.m. on Sunday, October 3, 2021 with a rain contingency date of Sunday, October 10, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and

placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event's dates and times from 2:00 p.m. until 10:00 p.m. on Sunday, October 3, 2021 with a rain contingency date of Sunday, October 10, 2021, Saluda Avenue adjacent to the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street that serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of Saluda Avenue adjacent to the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather Sunday, October 3, 2021, Saluda Avenue adjacent to the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street shall be closed and the event shall occur on its alternate date of Sunday, October 10, 2021. The hours of operation for the event, restriction on carrying firearms, requirements for adherence to COVID-19 safety protocols, service of beer and wine at the event, and closing of public streets, sidewalks, or other public property for set up, clean up, and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T.A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	August 10, 2021	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	39.a
		Katy Renfroe Five Points Association katy@fivepointscolumbia.com 803.748.7373/o 803.553.8256/c	
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	JerryFest		
DATE(S) OF EVENTS: (multiple day can be on one request)	Sunday, October 3, 2021		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	Sunday, October 10, 2021		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Saluda Avenue at the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street. Please see map submitted with form.		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Saluda Avenue at the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street. Please see map submitted with form.		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	10am-12am		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	2pm-10pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	2pm-9:30pm		

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing



August 10, 2021

Ms. Shari Ardis
City of Columbia
Attorney's Office
P.O. Box 667
Columbia, SC 29202

Dear Ms. Ardis:

The Five Points Association is hosting our annual JerryFest event on Sunday, October 3, 2021 from 2-10pm. We normally see on average 1,200 attendees at this FREE concert.

Due to the COVID-19 pandemic, we are adhering to the following safety protocols:

- We will encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
- We will post signs or markers to prohibit lines or crowds forming near the restrooms and all vendors without maintaining a distance of at least 6' from other people.
- We will provide various hand sanitizer stations around the food and beverage vendors
- We are asking all craft/retail/merchandise vendors to provide hand sanitizer to patrons to use before touching items.
- We will space vendors' tents 6' apart from each other.
- We will ask all vendors to wear a face mask.
- We will coordinate with all vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand contact.
- We will ask all vendors to clean all frequently touched surfaces after each patron, and patrons will be encouraged to use their own pens,
- We will inform all vendors of these protocols and will monitor their adherence to the guidelines throughout the duration of the event.

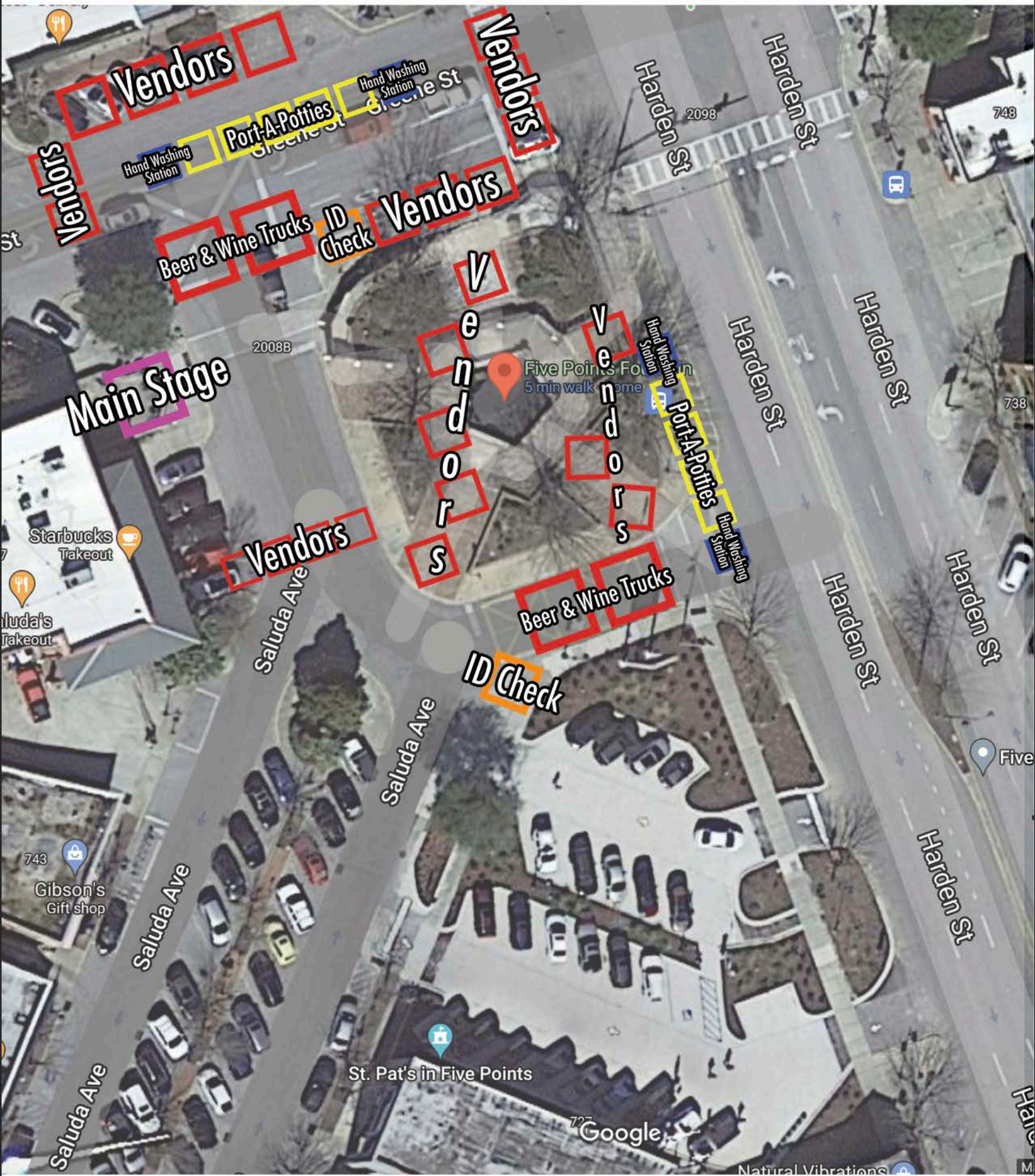
If you have any questions, need any additional information, please feel free to contact me at 803.748.7373/o, 803.553.8256/c or at katy@fivepointscolumbia.com.

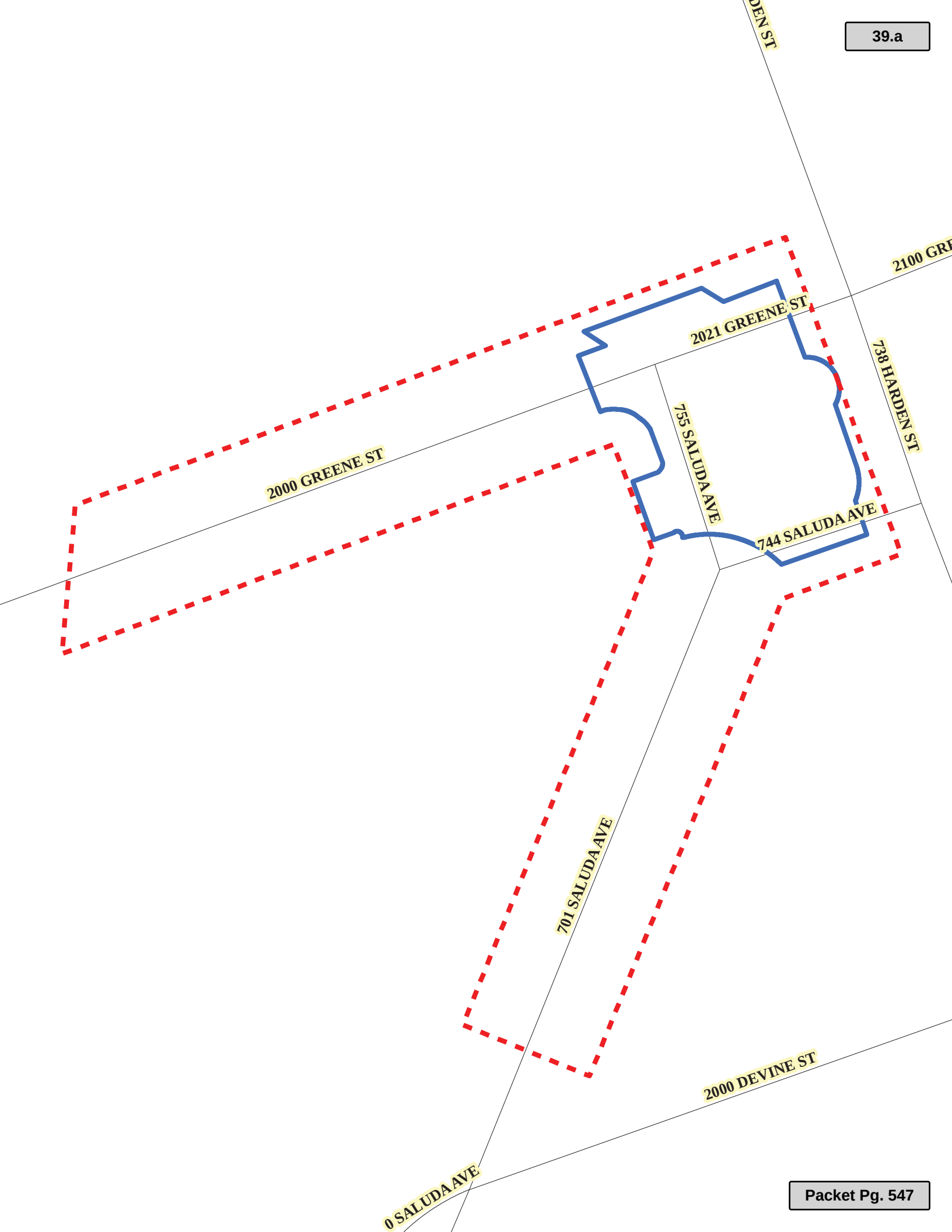
Warm Regards,

Katy F. Renfro
Association Manager
Five Points Association

JerryFest Festival Map

39.a







We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-097 Authorizing consumption of beer and wine only at the Bierkeller at Riverfront Park Fall Happy Hours in the Amphitheater Area of the Riverfront Park Tuesdays, September 21, 2021, September 28, 2021, October 5, 2021, October 12, 2021, October 19, 2021, October 26, 2021 and November 2, 2021 with rain contingency dates of Thursdays, September 23, 2021, September 30, 2021, October 7, 2021, October 14, 2021, October 21, 2021, October 28, 2021 and November 4, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2021-097 Bierkeller Fall Happy Hours at Riverfront Park (Sept-Nov) (PDF)

RESOLUTION NO.: R-2021-097

Authorizing consumption of beer and wine only at the Bierkeller at Riverfront Park Fall Happy Hours in the Amphitheater Area of the Riverfront Park Tuesdays, September 21, 2021, September 28, 2021, October 5, 2021, October 12, 2021, October 19, 2021, October 26, 2021 and November 2, 2021 with rain contingency dates of Thursdays, September 23, 2021, September 30, 2021, October 7, 2021, October 14, 2021, October 21, 2021, October 28, 2021 and November 4, 2021

WHEREAS, Bierkeller (hereinafter, "Sponsor" or "Organizer") is sponsoring the Bierkeller at Riverfront Park Fall Happy Hours in the Amphitheater Area of Riverfront Park from 5:30 p.m. until 9:00 p.m. on Tuesdays, September 21, 2021, September 28, 2021, October 5, 2021, October 12, 2021, October 19, 2021, October 26, 2021, and November 2, 2021, with rain contingency dates of Thursdays, September 23, 2021, September 30, 2021, October 7, 2021, October 14, 2021, October 21, 2021, October 28, 2021, and November 4, 2021; and,

WHEREAS, the Sponsor has requested permission for the use of the Amphitheater Area at Riverfront Park from 4:00 p.m. until 10:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Tuesdays, September 21, 2021, September 28, 2021, October 5, 2021, October 12, 2021, October 19, 2021, October 26, 2021 and November 2, 2021 with rain contingency dates of Thursdays, September 23, 2021, September 30, 2021, October 7, 2021, October 14, 2021, October 21, 2021, October 28, 2021, and November 4, 2021, between 5:30 p.m. and 9:00 p.m. in the Amphitheater Area at Riverfront Park and for patrons to consume beer and wine only at the event during the hours of 5:30 p.m. and 8:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Amphitheater Area at Riverfront Park regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, from 4:00 p.m. to 10:00 p.m., regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space at the Amphitheater Area at Riverfront Park, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.

7. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include, but not be limited to, wearing face masks, social distancing, and frequent washing of hands.

8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

10. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 4:00 p.m. and 10:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:30 p.m. and 8:30 p.m. on Tuesdays, September 21, 2021, September 28, 2021, October, 5, 2021, October 12, 2021, October 19, 2021, October 26, 2021, and November 2, 2021, with rain contingency dates of Thursdays, September 23, 2021, September 30, 2021, October 7, 2021, October 14, 2021, October 21, 2021, October 28, 2021, and November 4, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and

debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event's dates of Tuesdays, September 21, 2021, September 28, 2021, October 5, 2021, October 12, 2021, October 19, 2021, October 26, 2021, and November 2, 2021, with rain contingency dates of Thursdays, September 23, 2021, September 30, 2021, October 7, 2021, October 14, 2021, October 21, 2021, October 28, 2021, and November 4, 2021 and times from 5:30 p.m. until 9:00 p.m., the closed portion of the Amphitheater Area at Riverfront Park that serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, Tuesdays, September 21, 2021, September 28, 2021, October 5, 2021, October 12, 2021, October 19, 2021, October 26, 2021, and November 2, 2021, the Amphitheater Area at Riverfront Park shall be closed and the event shall occur on its alternate date of Thursdays, September 23, 2021, September 30, 2021, October 7, 2021, October 14, 2021, October 21, 2021, October 28, 2021, and November 4, 2021. The hours of operation

for the event, restriction on carrying firearms, requirements for adherence to COVID-19 safety protocols, service of beer and wine at the event, and closing of public streets, sidewalks, or other public property for set up, clean up, and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T.A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

July 29, 2021

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Scott Burgess, Bierkeller Columbia
803 338-1599

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Bierkeller at Riverfront Park; Fall Happy Hours

DATE(S) OF EVENTS: (monthly can be on one request)

Tuesdays 9/21, 9/28, 10/5, 10/12, 10/19, 10/26, 11/2

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

Thursdays 9/23, 9/30, 10/7, 10/14,

10/21, 10/28, 11/4 **SEP**

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Brick and grassy amphitheaters at Riverfront Park South, 312 Laurel Street

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

n/a

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

n/a

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5pm to 9 pm

5:30

SEP

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:30 p-8:30 p

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 12/2019

To City of Columbia,

Bierkeller LLC seeks permission to hold Tuesday Biergartens at Riverfront Park on the grassy area below the pergola as well as in the amphitheater areas on the following dates: (9/21, 9/28, 10/5, 10/12, 10/19, 10/26, and 11/2; with rain days on each following Thursday) between the hours of 5 and 9 pm. This is the same footprint as previous years. However, in light of covid (especially the delta and other variants), we are spreading out our serving and standing areas and taking additional extra precautions. Our updated safety plans are as follows:

- Spacing out tables for a minimum of 8 ft per table
- Adding additional hand sanitizing stations beyond the ones already in use in the area and the bathrooms
- Doubling our serving and token stations to prevent lines building
- Requiring customers in line and elsewhere to practice safe social distancing
- Posting signage throughout the area and on tables to remind customers of all safety protocols
- Suggesting customers wear masks when in close contact with others
- Offering touchless payment options at all token stations
- Hiring Columbia police to help enforce these measures

This is a seminal series of events for the citizens of Columbia as well as for visitors from the surrounding region and even states. We appreciate the opportunity to bring back this very popular event to the Columbia Riverfront Park. Thanks for your consideration and assistance in this matter.

Sincerely,

Scott Burgess (803) 338-1599

Sam Moses (803) 807-0216

Bierkeller LLC

1221 Main Street, Suite 1100

Columbia, SC 29201





Congaree River

Three Rivers Greenway

Columbia Canal

Google

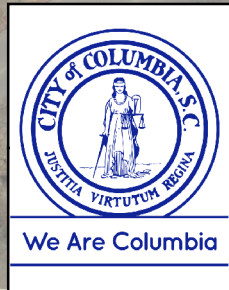
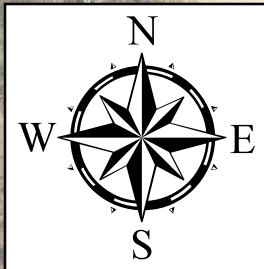
⊗ SANITIZING STATIONS

⊠ BEER STATIONS

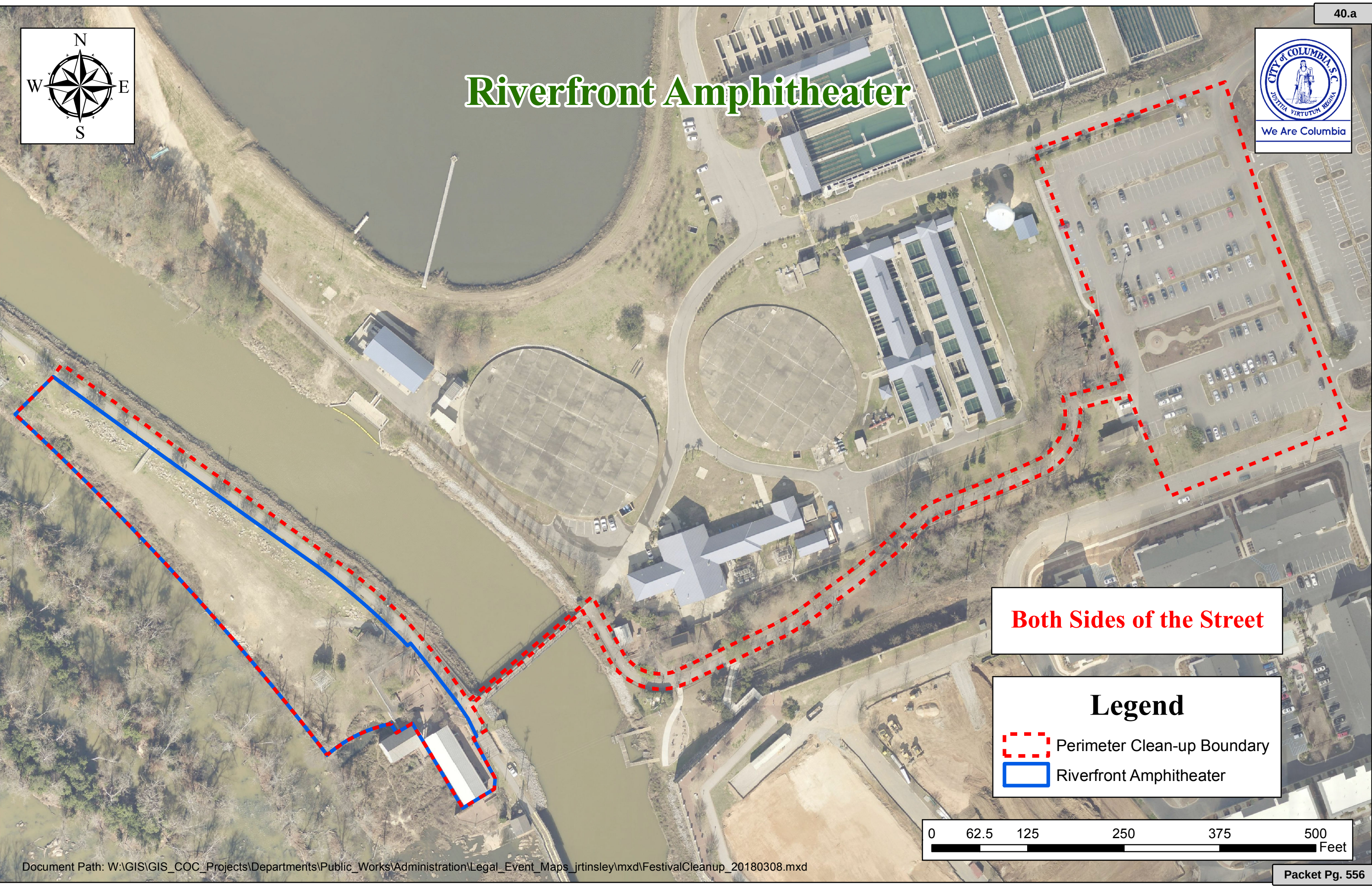
⊞ FOOD TRUCKS

△ BATHROOMS W/ SANITIZING STNS





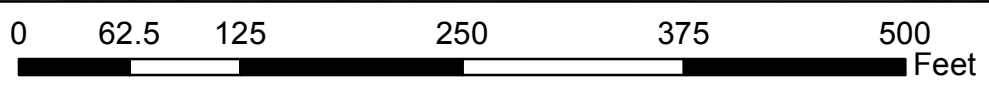
Riverfront Amphitheater



Both Sides of the Street

Legend

-  Perimeter Clean-up Boundary
-  Riverfront Amphitheater





We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-098 Authorizing consumption of beer and wine only at the Bierkeller Art Along the Trail in the Amphitheater Area of the Riverfront Park Saturday, October 2, 2021 with rain contingency date of Saturday, October 9, 2021

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** R-2021-098 Bierkeller Art Along the Trail (Oct 2 - rain Oct 9) (PDF)

RESOLUTION NO.: R-2021-098

*Authorizing consumption of beer and wine only at the Bierkeller Art Along the Trail
in the Amphitheater Area of the Riverfront Park Saturday, October 2, 2021 with
rain contingency date of Saturday, October 9, 2021*

WHEREAS, Bierkeller (hereinafter "Sponsor" or "Organizer") is sponsoring Bierkeller Art Along the Trail in the Amphitheater Area of Riverfront Park from 2:00 p.m. until 6:00 p.m. on Saturday, October 2, 2021 with rain contingency date of Saturday, October 9, 2021; and,

WHEREAS, the Sponsor has requested permission for the use of the Amphitheater Area at Riverfront Park from 1:00 p.m. until 7:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Saturday, October 2, 2021 with rain contingency date of Saturday, October 9, 2021 between 2:00 p.m. and 6:00 p.m. in the Amphitheater Area at Riverfront Park and for patrons to consume beer and wine only at the event during the hours of 2:00 p.m. and 5:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Amphitheater Area at Riverfront Park on Saturday, October 2, 2021 and the rain contingency date of Saturday, October 9, 2021 from 1:00 p.m. until 7:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space at the Amphitheater Area at Riverfront Park, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include, but not be limited to, wearing face masks, social distancing, and frequent washing of hands.
8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

10. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 1:00 p.m. and 7:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 2:00 p.m. and 5:30 p.m. on Saturday, October 2, 2021 with rain contingency date of Saturday, October 9, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event date of Saturday, October 2, 2021 with a rain contingency date of Saturday, October 9, 2021, and time of 2:00 p.m. and 6:00 p.m., the closed portion of the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, Amphitheater Area at

Riverfront Park, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, October 2, 2021, the Amphitheater Area at Riverfront Park shall be closed and the event shall occur on its alternate date of Saturday, October 9, 2021. The hours of operation for the event, restriction on carrying firearms, requirements for adherence to COVID-19 safety protocols, service of beer and wine at the event, and closing of public streets, sidewalks, or other public property for set up, clean up, and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST July 29, 2021

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Scott Burgess, Bierkeller Columbia
803 338-1599

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Bierkeller at Riverfront Park; Fall Happy Hours

DATE(S) OF EVENTS: (monthly can be on one request)

Saturday October 2

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

Saturday October 9

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Brick and grassy amphitheaters at Riverfront Park South, 312 Laurel Street

STREET(S) OR PARK AREA TO BE
CLOSED
(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

n/a

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.)
ALLOW TIME FOR SET UP/CLEAN UP

n/a

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

2p-6p

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

2p-6p

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 12/2019

To City of Columbia,

Bierkeller LLC seeks permission to hold a Saturday Biergarten at Riverfront Park on the grassy area below the pergola as well as in the amphitheater areas on the following date: (10/2; with a rain day on 10/9) between the hours of 2 and 6 pm. This is the same footprint as previous years. However, in light of covid (especially the delta and other variants), we are spreading out our serving and standing areas and taking additional extra precautions. Our updated safety plans are as follows:

- Spacing out tables for a minimum of 8 ft per table
- Adding additional hand sanitizing stations beyond the ones already in use in the area and the bathrooms
- Doubling our serving and token stations to prevent lines building
- Requiring customers in line and elsewhere to practice safe social distancing
- Posting signage throughout the area and on tables to remind customers of all safety protocols
- Suggesting customers wear masks when in close contact with others
- Offering touchless payment options at all token stations
- Hiring Columbia police to help enforce these measures

This is a seminal series of events for the citizens of Columbia as well as for visitors from the surrounding region and even states. We appreciate the opportunity to bring back this very popular event to the Columbia Riverfront Park. Thanks for your consideration and assistance in this matter.

Sincerely,

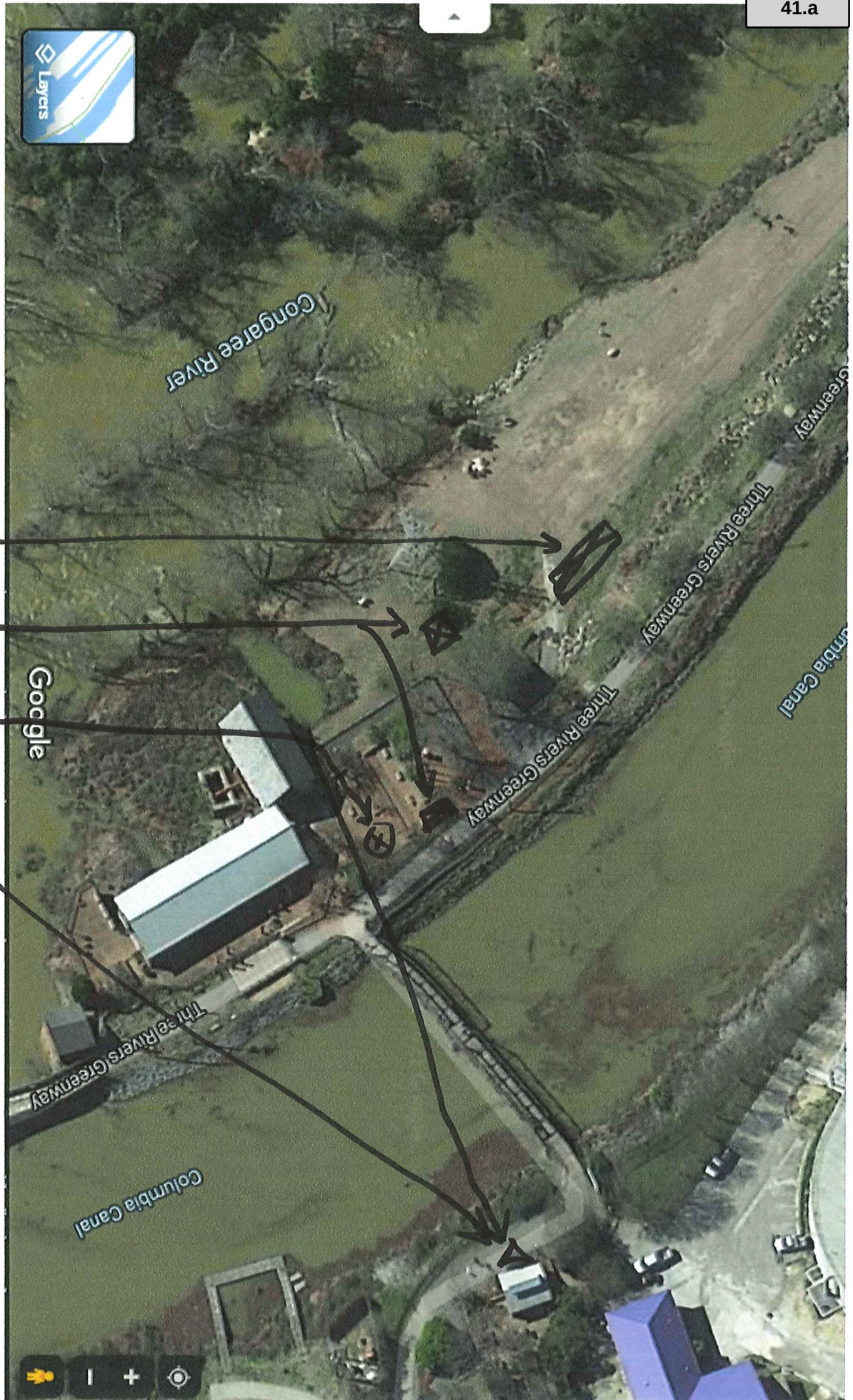
Scott Burgess (803) 338-1599
 Sam Moses (803) 807-0216

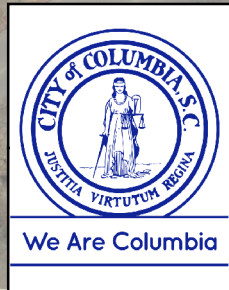
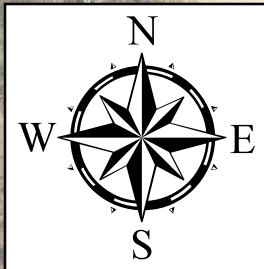
Bierkeller LLC
 1221 Main Street, Suite 1100
 Columbia, SC 29201



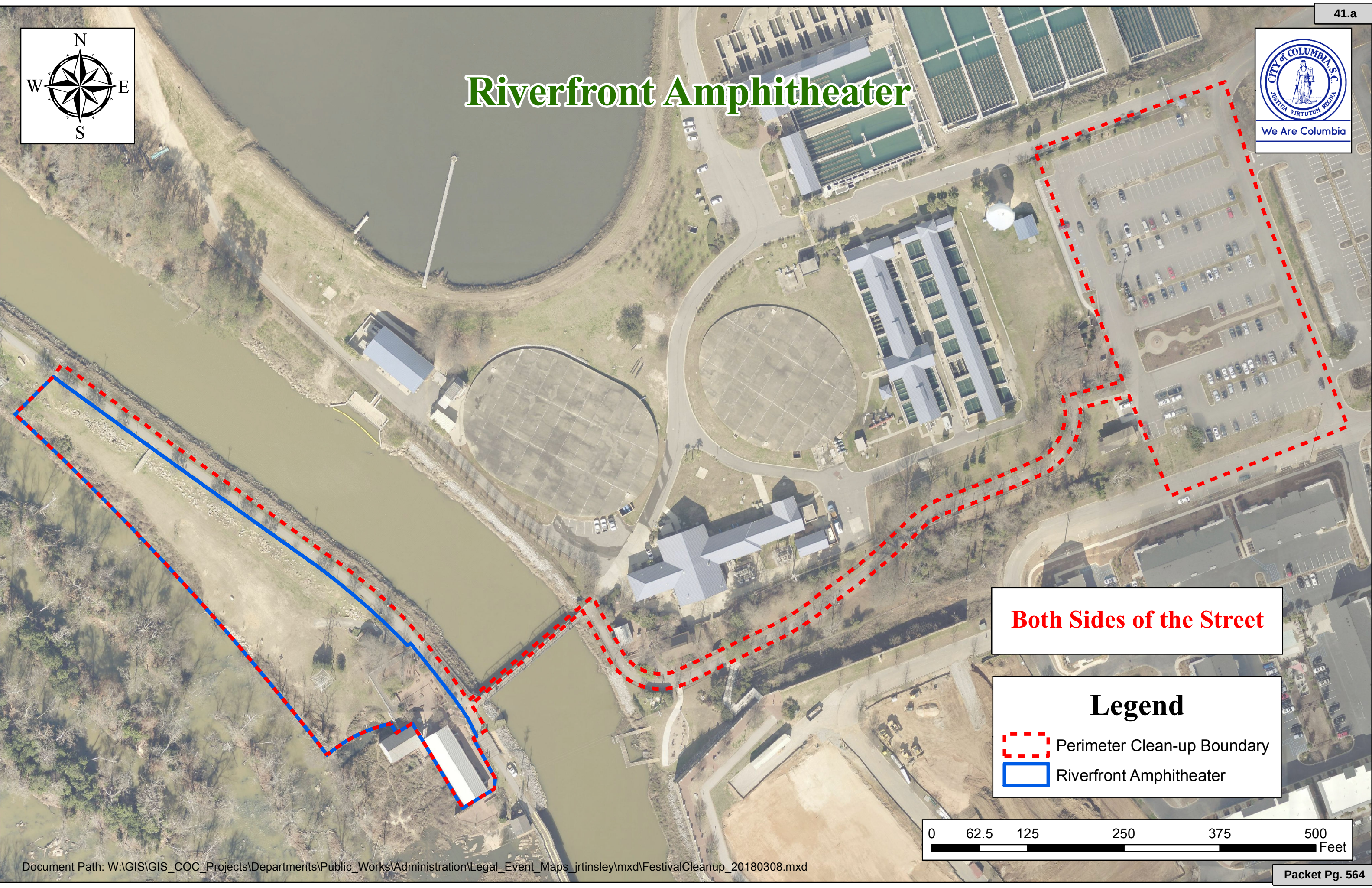


FOOD TRUCK
BEER STNS
SANITIZING
STNS
BATHROOMS





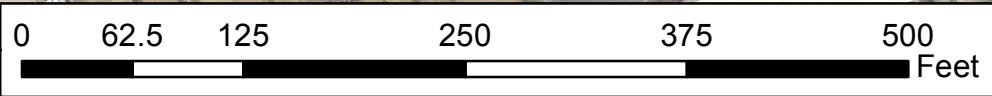
Riverfront Amphitheater



Both Sides of the Street

Legend

- Perimeter Clean-up Boundary
- Riverfront Amphitheater





We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-092 Public Input on Closing of Rugby Road adjacent to Richland County TMS #09305-04-18, 09305-04-19, 09212-01-01, 09309-15-11, 09309-15-08, 09212-02-01 and 09212-02-12

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

PURPOSE:
City Council will receive public input on the closing of the described property. No further action will be taken at this time.

ATTACHMENTS:

- **#a:** R-2021-092 public input - closing of Rugby Road (PDF)

RESOLUTION NO.: R-2021-092

Public Input on Closing of Rugby Road adjacent to Richland County TMS #09305-04-18, 09305-04-19, 09212-01-01, 09309-15-11, 09309-15-08, 09212-02-01 and 09212-02-12

WHEREAS, pursuant to Resolution R-2014-053 enacted by the Mayor and City Council on June 10, 2014, the City adopted a procedure to receive public input on any action to which the City is a party regarding the permanent closure of a public street; and,

WHEREAS, Greater Columbia Community Development Corporation f/k/a Grace Christian Ministries, Inc. has requested the permanent closing of Rugby Road adjacent to Richland County TMS #09305-04-18, 09305-04-19, 09212-01-01, 09309-15-11, 09309-15-08, 09212-02-01 and 09212-02-12, a copy of said tax map is attached hereto as Exhibit "A"; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that pursuant to R-2014-053, the City desires to receive public input regarding the request of Greater Columbia Community Development Corporation f/k/a Grace Christian Ministries, Inc. to have requested the permanent closing of Rugby Road adjacent to Richland County TMS #09305-04-18, 09305-04-19, 09212-01-01, 09309-15-11, 09309-15-08, 09212-02-01 and 09212-02-12, a copy of said tax map is attached hereto as Exhibit "A".

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

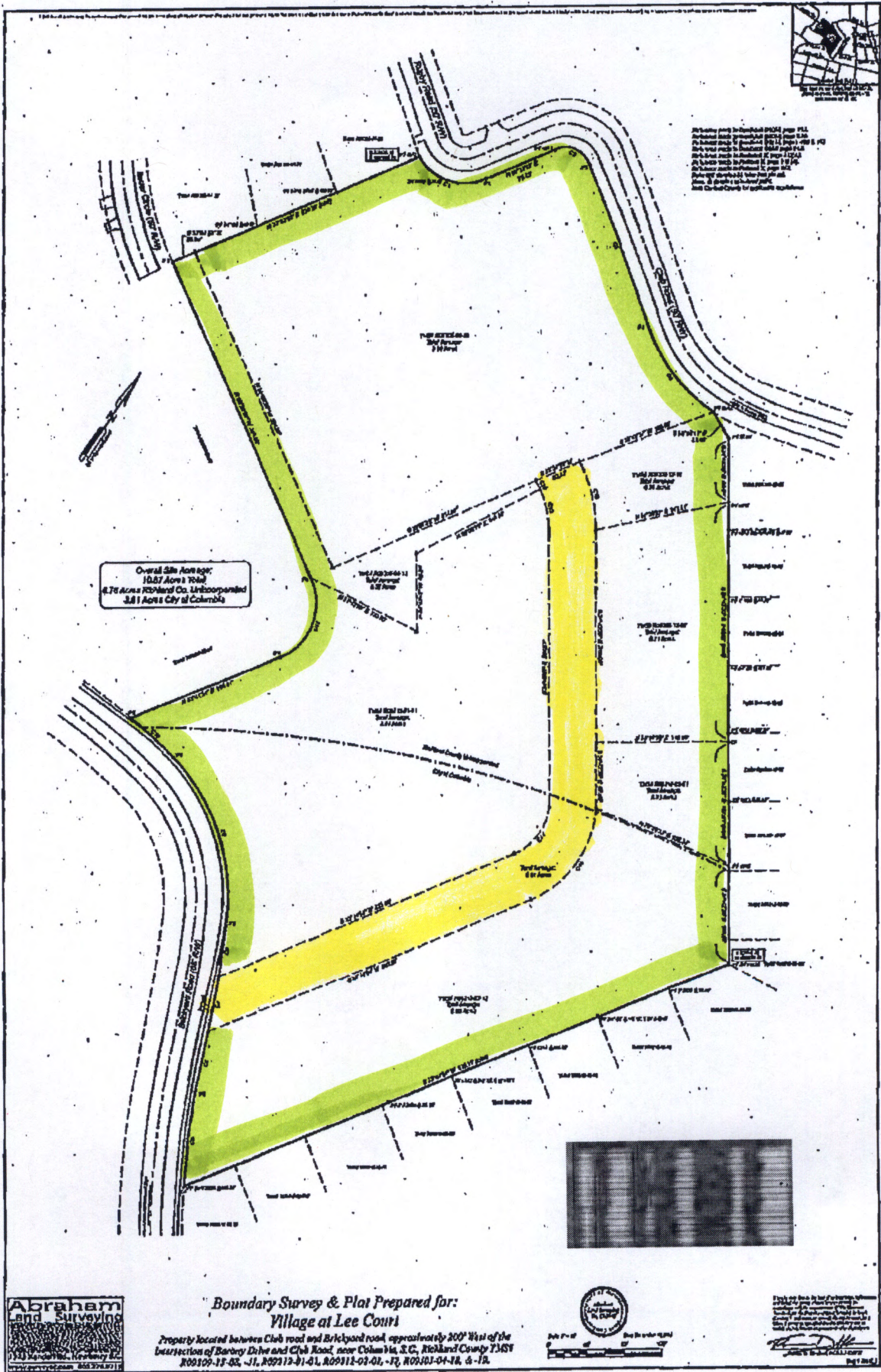
Introduced:

Final Reading:

RESOLUTION NO.: R-2021-092**EXHIBIT "A"**

Shown as 0.91 acres on certain plat of survey entitled "Boundary Survey and Plat Prepared for: Village at Lee Court", prepared by Abraham Land Surveying, dated December 19, 2019 and recorded in the Office of the Register of Deeds for Richland County, South Carolina on June 23, 2021 in Book 2633 at Page 2086.

ELECTRONICALLY FILED - 2021 Jul 26 3:10 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4003723





We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Citizens Advisory Committee to Columbia Police Department

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Municipal Election Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

COVID-19
Sylvia Copeland vs. COC
Rugby Road



We Are Columbia

MEETING DATE: September 7, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Legislative Affairs