



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 5, 2021

The Columbia City Council will conduct a Council Meeting on Tuesday, October 5, 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: **6653**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igmp2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the September 21, 2021 City Council Meeting Minutes.

PRESENTATIONS

2. Resolution No.: 2021-103 Approving the Honorary Naming of the corner of Booker Street and Piedmont Avenue "Bible Way Piedmont Lane"
3. 2021 National Fire Prevention Month Proclamation - The Honorable Mayor Stephen K. Benjamin
4. Domestic Violence Awareness Month – The Honorable Tameika Isaac Devine
5. Hotel Trundle Day Proclamation - The Honorable Mayor Stephen K. Benjamin



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EMERGENCY ORDINANCE

6. Ordinance No: 2021-081 Extension of Emergency Ordinance No.: 2021-078 Related to COVID-19

CITY COUNCIL DISCUSSION / ACTION

7. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*
8. Business License Update - Mr. Jeff Palen, Assistant City Manager / Chief Financial Officer and Ms. Lakesha Y. Shannon, MBL, Business License Administrator
9. Clean Water 2020 Update - Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water and Mr. Bryan Cully, P.E., Program Manager for CDM Smith

CONSENT AGENDA ITEMS 10 THROUGH 31

10. Council is asked to approve the purchase of Storage Area Network Support Services, as requested by the Information Technology Department. Award to the Hewlett Packard Enterprise Company, using the SC State Contract in the amount of \$67,941.50. This vendor is located in Roseville, CA.

Funding Source: Information Technology - Maintenance & Service Contract (1011120-638200). The original budget amount is \$67,941.50.
11. Council is asked to approve Contract Amendment #2 for Security Guard Services, as requested by the Columbia Police Department. Award to Security Management of SC, LLC in the amount of \$800,000.00. The firm is located in Columbia, SC.

Funding Source: General Fund (1012402-636600) \$400,000.00 and Water - Sewer (5512703-636600) \$400,000.00. The budget amount for this amendment is \$800,000.00.
12. Council is asked to approve the Purchase of a 2021 CAT Compact Track Loader and Mini Excavator for the Wastewater Maintenance Division, as requested by Columbia Water. Award to Blanchard Machinery using the SC State Contract in the amount of \$108,269.00. This vendor is located in West Columbia, SC.



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Funding Source: Utilities Wastewater Maintenance - Machinery & Equipment-Capital (5516205-658300). The original budget amount is \$108,269.00.

13. Council is asked to approve the Purchase of Cured-In-Place Liner Equipment with an Enclosed Trailer for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Schwalm USA, LLC using the HGAC Cooperative Contract in the amount of \$153,507.08. This vendor is located in Greenville, SC.

Funding Source: Utilities Wastewater Maintenance - Machinery and Equipment - Capital (5516205-658300). The original budget amount is \$153,507.08.

14. Council is asked to approve the Fiscal Year 2021/2022 Purchase of Vehicle Tires, as requested by the Fleet Services Division. Award to Frasier Tire Service, Inc., using the SC State Contract in the amount of \$216,000.00. This vendor is located in Sumter, SC.

Funding Source: Equipment Services Fuel Parts and Repair - Tires and Lubes (6308970-672500). The original budget amount is \$216,000.

15. Council is asked to approve the Purchase of an Elgin Pelican Dual Sweeper for the Solid Waste Division, as requested by the Fleet Services Division. Award to Public Works Equipment using the Sourcewell Cooperative Contract in the amount of \$229,013.00. This vendor is located in Monroe, NC.

Funding Source: Solid Waste Street Sweeping - Auto, Trucks, Heavy Equipment - Capital (5534408-658500). The original budget amount is \$229,013.00.

16. Council is asked to approve the Purchase of FloFoam for the Anerobic Digester at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Polydyne Inc., as a Sole Source in the amount of \$99,735.84. This vendor is located in Riceboro, GA.

Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800). The original budget amount is \$99,735.84.

17. Council is asked to approve the Purchase and Installation of Custom Storage Racks for the Wastewater Maintenance Division, as requested by Columbia Water. Award to Patterson Pope, as a Sole Source in an amount not to exceed \$134,835.00. This vendor is located in Norcross, GA.



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Funding Source: Water and Sewer Capital Projects - Capital Project Costs; Beltline Columbia Storage Cano - Capital Project Costs (5529999-658650) (SS752801-658650). The original budget amount is \$134,835.00.

18. Council is asked to approve Contract Amendment #1 for SharePoint Hosting Master Services, as requested by Columbia Water. Award to the Bross Group, as a Sole Source in an amount not to exceed \$155,442.37. This vendor is located in Lakewood, CO.

Funding Source: Engineering Administration - Special Contracts (5511701-638300). The budget amount for this amendment is \$155,442.37.

19. Council is asked to approve the Purchase of Parts, Repairs, Services, Warranties and Extended Coverage on CAT Branded Generators and Engines for the Metro Wastewater Treatment Plant, Lake Murray Water Plant and Wastewater Maintenance Division, as requested by Columbia Water. Award to Blanchard Machinery, as a Sole Source in the amount of \$169,750.00. This vendor is located in West, Columbia, SC.

Funding Source: Utilities Metro Wastewater Plant - Machine and Equipment - Capital (5516208-658300) \$100,000.00; Utilities Lake Murray Water Plant - Maintenance and Service Contract (5516207-638200) \$21,150.00; Utilities Wastewater Maintenance - Maintenance and Service Contracts (5516205-638200) \$48,600.00 The original budget amount \$169,750.00.

20. Council is asked to approve an Agreement for Project SS7592; Project Management Services for an initial term of eight months with the option to renew for two additional one-year periods, as requested by Columbia Water. Award to Michael Baker International in the amount of \$130,240.00. The firm is located in Columbia, SC.

Funding Source: Engineering Wastewater System Improvements - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budget amount is \$130,240.00.

21. Council is asked to approve a Contract for Project SS7547; Yacht Cove Force Main Replacement, as requested by Columbia Water. Award to Shady Grove Construction, LLC in an amount not to exceed \$169,995.90 which includes contingency. This firm is located in Irmo, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS754701-658650). The original budget amount is \$217,063.00.

Shady Grove Construction, LLC, a Local Business Enterprise and a Minority Business Enterprise (W), is the prime contractor and will provide waterline installation services at 78.64% (\$121,531.87) of the total contract amount.



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

Fortiline Waterworks of Atlanta, GA, will provide pipe appurtenances at 15.16% (\$23,428.74) of the total contract amount.

Capital Concrete Company of Lexington, SC, will provide concrete flow fill at 3.24% (\$5,000.00) of the total contract amount.

Dun-Right Services of Florence, SC, will provide lining services at 2.96% (\$4,581.12) of the total contract amount.

22. Council is asked to approve a Contract for Project SS7546; Mallard Pointe Force Main Replacement, as requested by Columbia Water. Award to Stutts & Williams, LLC in an amount not to exceed \$193,565.90 which includes contingency. This firm is located in Lexington, SC.

Funding Source: Water & Sewer Capital Projects - Capital Projects Costs (5529999-SS754601-658650). The original budget amount is \$193,565.90.

This is a Mentor Protégé Program project. Stutts & Williams, LLC is the mentor and will provide tie-ins, appropriate traffic control, and assist with project execution at 61.22% (\$107,725.00) of the total contract amount. RCG Construction, LLC, a Minority Business Enterprise (W) of Irmo, SC, is the protégé and will provide force main installation services at 20.00% (\$35,194.00) of the total contract amount.

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

Ferguson Waterworks of Elgin, SC, will provide force main materials at 9.23% (\$16,250.00) of the total contract amount.

Knights Companies of Summerville, SC, will provide flowable fill services at 7.56% (\$13,300.00) of the total contract amount.

Sloan of Columbia, SC, will provide asphalt services at 1.99% (\$3,500.00) of the total contract amount.

23. Council is asked to approve Contract Amendment #3 for Project SS7522; Construction Administration and Inspection Services for Annual Pipe Rehabilitation, as requested by Columbia Water. Award to Brown & Caldwell in the amount of \$205,866.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS696619-658650) The original budget amount is \$284,800.00. The budget amount for this amendment is \$205,866.00. The total revised budget amount is \$490,666.00.



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This is a Mentor Protégé Program project. Brown & Caldwell is the mentor and will provide engineering services during construction, along with site visits and construction observation at 64.06% (\$314,305.00) of the total revised contract amount. 4D Engineering, a Minority Business Enterprise (W) located in Lexington, SC, is the protégé and will provide engineering services during construction, along with site visits and construction observation at 35.94% (\$176,361.00) of the total revised contract amount.

24. Council is asked to approve a Professional Services Agreement for the Metro Wastewater Treatment Plant Compliance Personnel Training for an initial term of one year and eight months with the option to renew for three additional one-year periods, as requested by Columbia Water. Award to Brown and Caldwell, in the amount of \$238,000.00. The firm is located in Columbia, SC.

Funding Source: Utilities Metro Wastewater Plant - Professional Services (5516208-636600). The original budget amount is \$238,000.00.

25. Council is asked to approve Contract Amendment #2 for Project SS7581; Wastewater Collection System Manhole Survey, as requested by Columbia Water. Award to Vaughn & Melton Consulting Engineers in an amount not to exceed \$261,500.00. This firm is located in Middlesboro, KY.

Funding Source: Engineering Wastewater Systems Improvement; Special Contracts 5516221-SS758101-638305. The original budget amount was \$424,975.00. The budget amount for this amendment is \$261,500.00. The total revised budget amount is \$686,475.00.

This is a Columbia Disadvantaged Business Enterprise Program (CDBE) project with a 12% CDBE goal. The CDBE goal of this project was met at 12%. Vaughn & Melton is the prime and will provide field work and technical engineering support for surveying and mapping the City's minor sanitary sewer manholes for the project at 88.00% (\$604,098.00) of the total revised contract amount.

The following subconsultants will provide additional services:

Construction Support Services, LLC, a Minority Business Enterprise of Hopkins, SC, will provide surveying and traffic control support services at 8.00% (\$54,918.00) of the total contract value.

Chao & Associates, Inc., a Minority Business Enterprise located in Columbia, SC, will provide surveying and traffic control support services at 4.00% (\$27,459.00) of the total contract value.

26. Council is asked to approve the Purchase of Muffin/Channel/ Auger Monster, Screenings Washer/Honey Monster, and Monster Separation System Products, Repair Services, Parts, Installation, and Routine and Emergency Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to JWC Environmental Inc.,



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as a Sole Source in an amount not to exceed \$300,000.00. This vendor is located in Costa Mesa, CA.

Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment - Capital; (5516208-658300). The original budget amount is \$300,000.00.

27. Council is asked to approve an Agreement for Project SD8478; North Tanglewood Storm Drainage Improvements for an initial term of twenty months with the option to renew for one year, as requested by Columbia Water. Award to Foth Infrastructure & Environment, LLC in the amount of \$401,572.00. The firm is located in West Columbia, SC.

Funding Source: Stormwater Improvement Capital Project Control - North Tanglewood Storm Drainage Improvement - Capital Project Cost (5549999-SD847801-658650). The original budget amount is \$401,572.00.

This is a Mentor Protégé Program project. Foth Infrastructure & Environment, LLC of Columbia, SC is the mentor and will provide project management and quality assurance/quality control services at 46.56% (\$186,972.00) of the total contract amount. CES Group Engineers, LLP, a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide drainage design construction administration and construction observation services at 35.13% (\$141,080.00) of the total contract amount.

The following subconsultants will provide additional services:

Chao & Associates, a Minority Business Enterprise of Columbia, SC will provide surveying services at 6.41% (\$25,750.00) of the total contract amount.

F&ME of Columbia, SC will provide geotechnical services at 1.99% (\$8,000.00) of the total contract amount.

Vaughn & Melton of Columbia, SC will provide Subsurface Utility Engineering (SUE) services at 9.91% (\$9,770.00) of the total contract amount.

28. Council is asked to approve Contract Amendment #7 for Project SS7306; Wastewater Collection System Flow Monitoring Services for the final year of the contract, as requested by Columbia Water. Award to Woolpert, Inc. in an amount not to exceed \$420,960.00. This firm is located in Columbia, SC.

Funding Source: Engineering Wastewater Systems Improvement - Special Contracts Water Sewer, Stormwater (5516221-638305). The original budget amount was \$184,560.00. The total amount of all amendments and change orders is \$677,959.00. The budget amount for this amendment is \$420,960.00. The total revised budget amount is \$1,283,479.00.



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Woolpert, Inc. of Columbia, SC will provide temporary and permanent flow monitoring services for the project at 100% (420,960.00) of the total revised contract amount.

29. Council is asked to approve Contract Renewals for Fiscal Year 2021/2022. Award to the following vendors in the total amount of \$3,609,312.33.

Funding Source: Economic Development - Professional Services (5511301-636600) \$55,000.00; Police Administrative Services - Uniforms and Clothing (1012402-624100) \$225,000.00; Utilities Water Distribution and Maintenance - Pipe, Fittings and Hydrants, Etc. (5516203-625700) \$384,375.25; Utilities Water Distribution and Maintenance - Pipe, Fittings, Hydrants, Etc. (5516203-625700) \$66,212.33; Utilities Metro Wastewater Plant - Special Contracts (5516208-638300) \$526,000.00; Utilities Wastewater Maintenance - Special Contracts Water/Sewer, Stormwater (5516205-638305) \$614,000.00; Utilities Wastewater Maintenance - Special Contracts Water/Sewer, Stormwater (5516205-638305) \$1,903,100.00; Utilities Wastewater Maintenance - Special Contracts Water/Sewer, Stormwater (5516205-638305) \$500,000.00.

Contractor/Vendor	Project Description	Contract Year	Amount	Location
Economic Development				
310 LTD	Lead Generation Consulting Services	4 th Year of a 5 Year Contract	\$55,000.00	Richmond, VA
Police Department				
Wright Johnston	Police Uniforms	4 th Year of a 5 Year Contract	\$225,000.00	Columbia, SC
Utility Operations				
Core and Main	Annual Repair Materials Water Distribution	3 rd Year of a 3 Year Contract	\$384,375.25	St. Louis, MO
Hayes Pipe Supply, Inc.	Annual Repair Materials Water Distribution	3 rd Year of a 3 Year Contract	\$66,212.33	Nashville, TN
Waste Management (BID001-15-16)	Screenings Grit and Sludge Hauling and Container Rental	7 th Year of a 7 Year Contract	\$526,000.00	Elgin, SC
Waste Management (BID002-15-16)	Screenings Grit and Sludge Landfill Disposal	7 th Year of a 7 Year Contract	\$614,000.00	Elgin, SC
DS Utilities	Sanitary Sewer Easement Maintenance	3 rd Year of a 4 Year Contract	\$1,903,100.00	Little Mountain, SC
Dukes Root Control	Sanitary Sewer Root Control	4 th Year of a 4 Year Contract	\$500,000.00	Syracuse, NY
Total: \$3,609,312.33				



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30. Council is asked to approve the Purchase of Water and Wastewater Chemicals for the Columbia Canal Water Treatment Plant, Lake Murray Water Treatment Plant, and Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to the following vendors in the total amount of \$4,329,398.00.

Funding Source: Utilities Columbia Canal Water Treatment Plant - Chemicals (5516206-624800) \$1,341,680.00; Utilities Lake Murray Water Plant - Chemicals (5516207-624800) \$1,754,493.00; Utilities Metro Wastewater Plant - Chemicals (5516208-624800) \$1,233,225.00. The total budget amount is \$4,329,398.00.

Columbia Canal Water Treatment Plant		
Vendor/Location	Description	Requested Amount
Cabot Norit Americas, Inc. - Marshall, TX	Activated Carbon (Powdered)	\$80,000.00
Carus, LLC - Peru, IL	Blended Phosphate/ Corrosion Inhibitor	\$100,000.00
Chemtrade Chemicals US, LLC - Parsippany, NJ	Aluminum Sulfate	\$368,500.00
International Dioxide - North Kingstown, RI	Sodium Chlorite	\$450,000.00
JCI Jones Chemicals - Sarasota, FL	Chlorine	\$85,000.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$21,880.00
Polytec, Inc. - Mooresville, NC	Liquid Lime (Calcium Hydroxide)	\$100,000.00
Tanner Industries, Inc. - Southampton, PA	Anhydrous Ammonia	\$76,900.00
Univar USA Inc. - Downers Grove, IL	Fluoride/Fluorosilicic Acid/Liquid	\$59,400.00
		Total: \$1,341,680.00

Lake Murray Water Treatment Plant		
Vendor/Location	Description	Requested Amount
Cabot Norit Americas, Inc. - Marshall, TX	Activated Carbon (Powdered)	\$710,773.00
Carus, LLC - Peru, IL	Blended Phosphate /Corrosion Inhibitor	\$62,100.00
Chemtrade Chemicals US, LLC - Parsippany, NJ	Aluminum Sulfate	\$418,300.00
JCI Jones Chemicals - Sarasota, FL	Chlorine	\$121,700.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$23,620.00
Polytec, Inc. - Mooresville, NC	Liquid Lime (Calcium Hydroxide)	\$170,000.00
Tanner Industries, Inc. - Southampton, PA	Anhydrous Ammonia	\$57,000.00
Univar USA Inc. - Downers Grove, IL	Fluoride/Fluorosilicic Acid/Liquid	\$56,000.00
Univar USA Inc. - Downers Grove, IL	Sodium Hydroxide/Caustic	\$135,000.00
		Total: \$ 1,754,493.00



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Metro Wastewater Treatment Plant		
Vendor/Location	Description	Requested Amount
JCI Jones Chemicals - Sarasota, FL	Sodium Hypochlorite	\$464,400.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$631,800.00
Southern Ionics, Inc. - West Point, MS	Sodium Bisulfite	\$137,025.00
		Total: \$1,233,225.00

31. ZONING TEXT AMENDMENT for revisions to new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance to account for recently annexed and rezoned parcels.

Ordinance No: 2021-071 Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina

Proposal: Revise new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance to account for recently annexed and rezoned parcels.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 08/02/2021; Approval (5-0)

First reading was given on September 21, 2021.

ORDINANCES - FIRST READING

32. Ordinance No.: 2021-079 Authorizing the City Manager to execute the First Extension Option of the Lease Renewal Agreement with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)
33. Ordinance No.: 2021-080 Authorizing the City of Columbia, South Carolina to Execute and Deliver an Equipment Lease Purchase Agreement in the Amount of Not Exceeding \$9,000,000 Between the City and the Lessor Thereof to Defray the Cost of Acquiring Certain Equipment; and Other Matters Relating Thereto



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APPOINTMENTS

- 34. Board of Zoning Appeals
- 35. Citizens Advisory Committee for Community Development
- 36. Citizens Advisory Council to the Columbia Police Department
- 37. Columbia Museum of Art
- 38. Columbia Prepares Advisory Committee
- 39. Hospitality Tax Advisory Committee

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

PUBLIC INPUT

EXECUTIVE SESSION

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

COVID-19

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

*Capital City Stadium Purchase and Sales Agreement
Riverfront Park Naming Rights Agreement*

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 21, 2021

The Columbia City Council conducted a meeting on Tuesday, September 21, 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 2:14 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.

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 Mr. Duvall, Council voted unanimously to adopt the agenda as presented.

APPROVAL OF MINUTES

1. Council is asked to approve the September 7, 2021 City Council Meeting and September 8, 2021 Emergency Meeting Minutes. – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the September 7, 2021 City Council Meeting and September 8, 2021 Emergency Meeting Minutes.

PRESENTATIONS

2. Recognition of Ms. Vickie Shockley, Human Resources Specialist - Ms. Pamela Benjamin, CPM, Chief of Staff – *Received as information. No action was taken.*

Ms. Pamela Benjamin, CPM, Chief of Staff said I want to thank the Mayor, Council and Ms. Wilson for giving me the opportunity to say thank you to Ms. Vicki Shockley for over 30 years of service. Vicki was hired in 1989 and she has spent all of her career in HR. She has spent her life helping us through our life changes with a smile on her face and in the best spirit. She has provided



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really exceptional customer service. Vicky exemplifies all of the things that the City holds valuable such as hard work, dedication and service. We wanted to recognize her service and let her know that we will miss her.

Mayor Benjamin said thank you so much on behalf of the city and all the men and women you helped along the way. I can't imagine how many journeys you've helped shape. Thank you and may God bless you.

3. Vote 411 Update - Mrs. Lady June Cole, PhD., President and Mrs. Keller Barron, Co-Chair of Vote 411 / League of Women Voters of the Columbia Area – *Received as information. No action was taken.*

Mrs. Lady June Cole, PhD., President of League of Women Voters said we want to promote informed voters and we want to give candidates the opportunity to share their insights, their views, and values on the 411 platform. This platform was designed specifically to help voters get information on candidates.

Mrs. Keller Barron, Co-Chair of Vote 411 said you know that we have elections coming up and you may know who is running, but there are some people who don't know who is running and why. The League of Women Voters, a hundred-year-old nonpartisan organization, is trying to help the voters through a very successful website: www.vote411.org. We are asking the candidates to tell us about themselves, their motivation for running, what they see as the most pressing problems, solutions, and funding. We are getting the word out wherever we have an opportunity. This information is free to the voter and to the candidates. Go to the website, put in your address and find what is on your ballot. There are four candidates for mayor and two have filled out the information. We have seven at large candidates and only one has responded. We have heard from both district one candidates and the district four candidate. Voters in the City of Columbia have a very important responsibility, not only to 150,000 persons within the city limits but downstate. We can be the gold standard for city government. The voters need to hear from all candidates and we look forward to the responses. Let's make democracy work together.

Mayor Benjamin said thank you for the work that the league continues to do across the state; always doing good in making sure people are engaged and know what is happening, especially in this incredible year in which we are dealing with redistricting and reapportionment. Thank you for your continued and constant leadership.



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4. Public Safety Update – *Received as information. No action was taken.*

Mr. William “Skip” Holbrook, Police Chief / Columbia Police Department highlighted three command staff promotions. Chris White was recently promoted to the rank of major. Chris will celebrate 26 years with the Columbia Police Department next month. Chris has been instrumental in the department’s efforts to prevent crime in North Columbia. He has fostered long lasting and valuable community relationships while serving with community partners such as Serve and Connect, Harvest Hope, the North Columbia Business Association, Columbia Council of Neighborhoods and a number of churches. The next staff promotion is Chris Roberts who has been promoted to the rank of major. Chris is a 24-year veteran of the Columbia Police Department. For 12 years, Chris served as a SWAT operator and a SWAT supervisor leading many high risk operations, which resulted in the safe apprehension of some of our city's most violent offenders. Chris was a liaison between the police department and the many neighborhoods. He was instrumental in developing our response to homeless concerns and issues we face in our business areas. In his most recent role as captain, Chris has established a new alcohol team and coordinated a successfully executed alcohol safety enforcement plan in Five Points, the Vista, and the Main Street corridor. It is also my pleasure and privilege to introduce you to Captain Cynthia Waggoner who is a 16-year veteran of the Columbia Police Department. She was named rookie of the year in 2006 while assigned to patrol in the Metro Region. In 2011, she was promoted to the rank of corporal and she became the first female corporal on the canine unit. During the recent CPD awards ceremony, she received a medal of valor for her actions during the May 2020 civil unrest after helping an injured officer that was surrounded by violent protestors. In addition to these three appointments, a promotional process is also underway for the ranks of corporal, investigator, sergeant, and lieutenant. We partnered with the Richland County Public Library to provide assistance with study materials, resume writing, and suggested readings. I want to introduce our Pathways Unit. The team is comprised of Ms. Angela Anderson and Master Police Officer Chris Boiling. The Pathways Unit is a collaboration between the South Carolina Department of Mental Health and the Columbia Police Department. This team will respond to situations involving persons in mental distress or crisis. Angela, the embedded clinician, has over 17 years of service with various service organizations. MPO Boiling has nine years of service with the Columbia Police Department. He is a crisis intervention trained officer, a field training officer, and a police bike instructor. He is instrumental in building community partnerships with the many businesses and service providers operating in the downtown business corridor. He has gained a reputation for being professional, fair and working with empathy and respect.



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The U.S. has had a sharp increase in murder and gun violence in 2020. This trend has continued and intensified in 2021. Recently, I participated in a press conference with Chief Keel with the State Law Enforcement Division, where he indicated murders have increased 25% last year and 51% over the last five years. This year it's trending in the same direction. This year in Columbia, we have seen some increases as well but we have also seen some positive signs. Although violent crime is up 8%, property crime is trending down 6%, and our overall crime is trending down 4%. However, gun crimes remain an issue that we must address with urgency. Persons hit and shootings have increased by 15 incidents from last year. We had 51 in 2020 compared to 66 this year. Nonfatal shootings have increased by 16 incidents; 39 in 2020 compared to 55 this year. However, gun murders have decreased from 12 in 2020 to 11 this year. Firearm possession charges have increased steadily since 2016, especially since we have established a crime gun intelligence unit. Gun seizures are tracking similarly and are projected to meet or exceed previous year seizures of 852. Again, this is due to the emphasis we have placed on identifying prolific violent offenders who carry or shoot guns. ShotSpotter® continues to complement our crime gun intelligence unit efforts. To date we have received over a 1,000 alerts, made 23 arrests, seized 40 guns, and recovered almost 2,000 shell casings from the ShotSpotter® coverage area. We have test fired 457 seized guns and entered 521 fired casings into our national ballistics information system. We will continue to leverage technology and focus on partnerships, people, places, and behavior. We will do this while maintaining a focus on the small percent that we know are committing most of our violent crimes. We will maintain balance between law enforcement and intervention programs. We will look to partnerships with groups like the National Network for Safer Communities, the Turning Leaf Project, and Sowing Seeds.

From the moment I was sworn in 2014, staffing has been an issue and an impediment to the speed of progress and advancement of this agency. With that said, the support and willingness of the manager, the mayor, and council to find pathways for salary increases and incentives over the years has been unwavering and very much appreciated and recognized by our staff. However, we haven't moved the needle like we would like. Over the last seven and a half years, we have had an authorized strength ranging from 408 to our current strength of 436. Vacancies have averaged about 71 a year with the highest being this year at 93. Hiring has been consistent, averaging 40 officers hired annually. It is important to note that in 2016, we were awarded a cops grant of 15 positions and then in 2018 we absorbed 10 court positions. Our current vacancies for frontline patrol services is at 52. I have three recommendations. One, the capital city should have the highest paid municipal police department. There is no other city in our state with a jurisdiction containing state government, our flagship state university, Allen University, Benedict College, Midlands Tech, Fort Jackson training facility, and a daily population fluctuation of approximately 68,000 people. We live in a vibrant, diverse, and growing city with unique challenges and service demands. We should lead in annual compensation for sworn and civilian professional staff. Two,



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we need to have one-to-one take home cars for our officers. This is keeping in line with our neighboring jurisdictions and jurisdictions that oftentimes pluck our seasoned officers. Three, we have to invest in facilities. Work conditions and design of facilities impacts morale, pride, communication, and efficiency. Our officers do courageous and great things every single day. They put their lives on the line and at the same time they have the same responsibilities we all have at home and that sometimes gets forgotten.

Councilor Devine said thank you so much Chief for that comprehensive report and the recommendations. Thank you for what you guys do. This year has been challenging for everybody, but especially for law enforcement. On top of COVID, we forget the racial unrest that was happening over the country in the last year and a half. We had officers retire and some people leave the profession but you guys have stayed the course and continue to improve on what we have. I want to shout out Angela. She came on and hit the ground running. Most of you know that I do legal work in mental health so I see our citizens who are dealing with mental distress on a daily basis. I see the impact that this has particularly in our community downtown, Five Points, and the Vista. Having Angela and MPO Boiling will be a tremendous impact but as a city we also need to expand that unit. We have got to be able to address the needs of our citizens who are having mental health challenges. I know you talked about the number of officers who have crisis intervention training (CIT). Yesterday, the Department of Mental Health committed to help train all officers if we can follow up on that. We have to make sure that we are working with our partners and hold them accountable. This should not be all on law enforcement. If we can just continue to do that so that our officers are not only trained in crisis intervention but that they have the resources when someone does not. Most of these people do not belong in jail and we need to be able to get them to where they need to be; off the streets in a facility that will help them. What would it take to get to the one-to-one car recommendation?

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department said that is a fluid number considering vacancies. We are slated for approximately 30 vehicles this fiscal year. We think another 30 vehicles will get us to where we need to be with also taking some of our older cars that have exceeded their shelf life.

Councilor McDowell said the introduction of ShotSpotter® in districts one and two has been tremendous. The data proves that it works. At some point in time are we thinking about expanding into other areas?

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department said my suggestion is to always follow the data and put technology where it's needed. An important takeaway from any discussion we have with our strategy is how we are leveraging technology. There is a sharp upward



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trajectory across this nation. Unfortunately, we have often talked about how we have always been twice the national average. We want to affect that and we feel we have some processes and systems in place between the ShotSpotter®, the incredible surveillance camera project that we're getting ready to roll out, our license plate readers, the situational awareness board, and our real-time crime center. That is really going to position us well to be responsive and be able to quickly get to the bottom of some of our serious crimes.

Councilor McDowell said the two majors and the captain all have community experience and that is admirable as it relates to them interacting with the community. I thank you for them and for what they will bring.

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department said we lost 50 years of experience with two majors leaving and we replaced them with 50 years of experience. We are getting ready to engage with our CALEA accreditation recertification in the next month and one of the things that we send our assessors is our command staff and executive staff. We have a very diverse command staff and executive staff and I think that is important for a healthy organization.

Mayor Benjamin said I wound up on a Washington Post panel earlier this year. It was the observation that in midsize and large cities all across the country last year, we saw a massive spike and in some places a 100% spike in violent crimes and homicides. The reason I was asked to be on the call is because we saw the exact opposite in Columbia. That is so important to note and it is because of the innovative and thoughtful leadership of Chief Holbrook and his staff that Columbia is trending in the right direction. We are seeing the commitment to lifelong learning in these three promotions highlighted today. I am really thankful for your continued leadership. I am convinced that this focus on behavioral health, leveraging technology as a force multiplier, and making sure we are delivering an equitable system of justice with 21st century policing into our communities is encouraging. You are working in historically challenging times but I am convinced we have the right men and women on deck.

Mr. Aubrey Jenkins, Fire Chief / Columbia-Richland Fire Department said we have some new positions added. One of the positions is the Fire Accreditation/Community Risk Reduction Chief. This will greatly help us to identify significant risks that impact the citizens and the services of the Fire Department and implement those strategies. The other position is Fire Personal Protective Equipment (PPE) Repair Technician. This position is vital to our continued efforts to reduce the potential cancer exposure to personnel. Along with instituting a more comprehensive cleaning and care program over time this will: reduce cost of repair, extend the life of the existing gear, and establish clear guidance to our cleaning, repair, and decontamination procedures. This position will save us a tremendous amount of money and will pay for itself. We have established FLOW:



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Family Life Officer Wellness, a program for the mental well-being of our personnel and their families. We are going through a pandemic and we all have COVID fatigue, but we have to continue to respond so we want to make sure that all of our firefighters and their families are doing well mentally. We have 508 full time positions. Out of those, 54 are non-suppression positions, which means administration, training, fire prevention, and logistics. From these, 32 positions are 50/50; the city provides 50% of the funding and the county provides the other 50%. We have 454 suppression positions: 221.5 belong to the city and 232.5 belong to the county. Anytime there are recruits in class, those positions are charged as 50/50 until their assignment post-graduation. At the time when we put this document together we had 19 suppression open positions: one captain, ten engineers, and eight combination. As of 9/20/2021 we lost another eight positions due to retirement, termination, and one death. Starting pay for a firefighter is set at \$33,669.36 annually. This equates to \$12 an hour. This salary is based on the firefighter working a 106-hour fire shift schedule. This means that when on shift, the firefighter would be paid an overtime rate (1.5) once they exceed 106 hours in a 14-day pay cycle. However, when in recruit school, we must work the recruits on a 40-hour schedule and overtime is incurred after exceeding the 40-hour threshold in a week. This equates to \$16 an hour but once they graduate and go to shift work they work a little over 2,700 hours a year at a little over \$12 an hour.

Councilor Rickenmann said it does not matter how you dice or slice the pay it comes down to about \$12.50 an hour and that is something we have to examine.

Mr. Aubrey Jenkins, Fire Chief / Columbia-Richland Fire Department said when we talk about our attrition rate, number of losses divided by full staffing of 454 positions, we are averaging 11.31%. We should only be around 3% to really keep a vibrant department. For 2021 we are averaging 8.59%. If you include the eight positions lost, that will increase to 10.35%. I expect to have other retirements by the end of the year so that is going to push our attrition rate even higher. There are some ways we can combat that but pay is always an issue. We have had firefighters leave, not to another fire department, but to another agency or store paying \$15 an hour working only 80 hours opposed to working 106 hours every two weeks. We do some of the best training in the state. We train our firefighters well and they become very marketable. Literally, everybody wants them. We have had people come to the station from other departments to try and recruit our firefighters. I think we have some great opportunities for advancement but when we start talking about the lack of pay that is a real conversation to be had. We don't borrow equipment; we demo equipment because we don't want to buy something we can't use. In regards to our facilities, we have to make sure that the living conditions are up to par. We can do this and plan for you all to fund a minimum of \$1.5 million and that is only going to put a band-aid on it. Over the course of the next six years we can really invest in our fire stations and make them model stations. All of our stations need



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some serious work done. We have a duty to make sure that where firefighters live one third of their lives is up to par.

Councilor McDowell said I want to make sure we continue to emphasize the issue of fire equipment.

Mr. Aubrey Jenkins, Fire Chief / Columbia-Richland Fire Department said that is included. Currently, we have some firefighters still working that have had cancer so we do have testimonies.

Councilor Devine said you mentioned the fire stations condition and I know over the last two years the fire marshals have done a whole lot more with inspections. Have you done an assessment on the increase of work and whether or not there is a need to increase your total strength of the fire department in various positions?

Mr. Aubrey Jenkins, Fire Chief / Columbia-Richland Fire Department said yes, right now we are working on our staffing model. The staffing model would tell us exactly how many positions we need and how many bodies I need to put in one position. As you continue to annex, it really puts a strain on our fire marshals.

Ms. Teresa Wilson, City Manager said I am thankful for the Fire Advisory Committee that Chief Jenkins leads with members of City Council and County Council being reinstituted. That is how we can make progress with some of these issues so we can tackle staffing, equipment, and facilities prior to the budget process for both the city and the county. We can take recommendations to the committee so we can work through them. There needs to be better communication with the chief from County Council in regards to their expectations of facilities and staffing so that when he gets the county budget it is indicative of what we were expecting financially. I am hoping that would be a good working group that can provide the chief, the county administrator, and me some directions.

Mayor Benjamin said your team has really stepped up in so many different ways we never could have anticipated over the last year and a half. We are thankful for the leadership of the firefighters and fire marshals. I know this has been a very difficult week with the losses of Chief Joseph C. Desso and Chaplain Billie Bright. It has been difficult and we will keep their families in our prayers. Our two chiefs have probably been on the news more than anyone else and we couldn't be better served by Chief Jenkins and Chief Holbrook out front representing this municipal corporation. Thank you for your constant, compassionate, and thoughtful leadership.



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CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said we all have been following the data and it is encouraging that we see a slight dip in hospitalizations. It is important to note that we are also seeing more people dying. We are still in incredibly perilous times and the impact on our city family has been difficult for all of us.

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

Mr. Harry Tinsley, Emergency Management Director said staff continues to work on vaccine clinics throughout the city. There is one today at Melrose Park in partnership with DHEC. We have another one on Thursday at Woodland Park in partnership with DHEC as well. We have additional ones scheduled for October and those are on our city website, as well as our Resilient Columbia micro-site. We are at 670,000 confirmed cases to date. That brings the cumulative case count to over 800,000 in our state. In the last 14 days, we have averaged a little over 54,000 combined cases per day in our state. We have plateaued and we are starting to see a trend downward. There has been over 629,000 tests administered in the last 14 days. That puts us at over 10.5 million test administered. Today's case count is a little over 2,158. Of those, 1,852 were confirmed cases. The state's percent positivity rate according to DHEC is 13%. Sadly, 110 additional deaths were reported in our state. Hospitalization numbers have dropped from a little over 2,600 to 2,381. In Richland County, 52,688 confirmed cases were reported. The case count reported for today is 161 and 124 were confirmed. The 14-day recent disease incident rate was high at our last meeting and it is now low. Our percent positivity rate was 10.1% for Richland County and as of the 15th of September it is 4.6%. We are starting to see a downward trajectory, which is encouraging. There is 82.3% bed utilization and 2,381 patients currently hospitalized due to confirmed or suspected COVID-19. In Richland County, the bed utilization rate is 74.1% and 130 people are in the hospital due to confirmed or suspected COVID-19. We are at 4.8 million vaccines. As of the 19th, 50.8% of those 12 years or older are considered fully vaccinated in our state and 59.5% have received at least one dose. In Richland County, 53.6% have completed their vaccinations and 62.2% have received at least one dose. That is a little over 219,000 citizens. According to the CDC, 64% of the U.S. population has been vaccinated: 82.9% of those over 65 have been fully vaccinated and 76.5% of those 18 and older have been vaccinated as of September 20th.



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Councilor Rickenmann said we need to push the vaccinations and obviously we need to get that number up higher. Can we look at doing some afterhours stuff? There are a lot of people who can't get anywhere by five o'clock. Let us make it easy for people to get this vaccination. It is key for us to have a better future. There are entire countries that are at 90% and we are trying to target 70% at this point.

CONSENT AGENDA ITEMS 6 THROUGH 22

Upon a single motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to approve **Consent Agenda Items 6** through **22**.

6. Council is asked to approve an Agreement Covering Municipal Lighting for the Street Lighting LED Conversion Project, as requested by the Public Works Department. Award to Dominion Energy South Carolina, Inc. – *Approved*
7. Council is asked to approve a Professional Services Agreement for State Lobbying Services for Fiscal Year 2021/2022, as requested by the Office of Governmental Affairs. Award to Tompkins, Thompson & Brown Government Affairs in an amount not to exceed \$54,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Governmental Affairs (1011103-636600). The original budget amount is \$54,000.00.

8. Council is asked to approve the Annual Contract Renewal for Cornerstone On Demand Automated Recruiting Module, as requested by the Human Resources Department. Award to Cornerstone On Demand, Inc., in the amount of \$61,087.91. The firm is located in Santa Monica, CA. – *Approved*

Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$61,087.91

9. Council is asked to approve the Riverfront Access Road Easement and Maintenance Agreement for the Carolina Crossroads Project between SCDOT, the City of Columbia, and Dominion Energy South Carolina, Inc., as requested by the Legal Department. – *Approved*
10. Council is asked to approve an Economic Development Grant Agreement for a Business Relocation and Expansion Project within the City of Columbia, as requested by the Economic Development Department. Award to Graph-itti, Inc. in an amount not to exceed \$15,000.00. This firm is located in Columbia, SC. – *Approved*



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Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$15,000.00.

11. Council is asked to approve an Economic Development Grant Agreement for a Facilities Expansion Project within the City of Columbia, as requested by the Economic Development Department. Award to Bierkeller, LLC in an amount not to exceed \$100,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$100,000.00.

12. Council is asked to approve a Contract for a Genetec Streamvault 2011E Series Server, as requested by the Information Technology Department. Award to Knights Security Systems, LLC, using the GSA Cooperative Contract in the amount of \$63,051.10. This vendor is located in Austin, TX. – *Approved*

Funding Source: General Capital Projects - Computer/Electrical Equipment Capital (4039999 - CP105908 - 658600). The original budget amount is \$65,000.00.

13. Council is asked to approve a Renewal of the Lease Agreement for Motorola Radios, as requested by the Columbia Police Department. Award to Motorola Inc., using the SC State Contract, in the amount of \$327,101.78. The vendor is located in Blythewood, SC. – *Approved*

Funding Source: Police Administrative Services - Radio Equipment (1012402 – 627800). The original budget amount is \$327,101.78.

14. Council is asked to approve the Purchase of a Western Star 4700 Cab/Chassis for the Solid Waste Division, as requested by the Fleet Services Division. Award to Shealy's Truck Center Inc., using the SC State Contract in the amount of \$268,017.00. This vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$268,017.00.

15. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID# P030765; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Brickyard Road, as requested by Columbia Water. Award to SCDOT in the amount of \$58,387.84. – *Approved*

Funding Source: Water Improvement Fund – Utility Conflicts FY 21/22 CIP (WM335521 & WM335522). The original budget amount is \$58,387.84.



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16. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID P030764; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Christie Road, as requested by Columbia Water. Award to SCDOT in the amount of \$97,429.72. – *Approved*

Funding Source: Water Improvement Fund-Utility Conflicts FY 21/22 CIP (WM3355). The original budget amount is \$97,429.72.

17. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID# P030763; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Piney Woods Road, as requested by Columbia Water. Award to SCDOT in the amount of \$187,511.58. – *Approved*

Funding Source: Water Improvement Fund – Utility Conflicts FY 21/22 CIP (WM335521 & WM335522). The original budget amount is \$187,511.58.

18. Council is asked to approve an addendum to the Memorandum of Agreement for Lake Katherine to partner with the Homeowners Association for consulting and purchase of a new gate control on the outlet structure of the lake, as requested by Columbia Water. Award to the Lake Katherine Homeowners Association in the amount of \$110,000.00. – *Approved*

Funding Source: Wastewater Improvement Fund - FY 21/22 CIP (SS726101). The original budget amount is \$110,000.00

19. Council is asked to approve the Fiscal Year 2021/2022 Purchase of Grundfos Yeomans, PACO, Chicago and Morris Pumps, Parts, Maintenance and Repair Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Charles Underwood Inc., as a Sole Source in an amount not to exceed \$90,000.00. This vendor is located in Sanford, NC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment - Capital (5516208-658300). The original budget amount is \$90,000.00.

20. Council is asked to approve the Fiscal Year 2021/2022 Purchase of VAG Valves, Morris Pumps, Control Panels, VFD's, Rotork Electrical Valve Actuators, Control Systems Seepex Pumps, Parts, Repairs and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Heyward-Charlotte Inc., as a Sole Source in an amount not to exceed \$100,000.00. This vendor is located in Charlotte, NC. – *Approved*



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*Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment - Capital (5516208-658300).
The original budget amount is \$100,000.00.*

21. Council is asked to approve the Fiscal Year 2021/2022 Purchase of Flygt Pumps Products, Parts, Repair Services and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Xylem Water Solutions USA Inc., as a Sole Source in an amount not to exceed \$200,000.00. This vendor is located in Charlotte, NC.
– *Approved*

*Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300).
The original budget amount is \$200,000.00.*

22. 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. First reading approval was given on September 7, 2021. - *First reading approval was given on September 7, 2021 – Approved on second reading.*

RESOLUTION

23. Resolution No.: R-2021-102 Ratifying and Authorizing the City Manager to execute a Professional Services Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands for Fiscal Year 2021-2022 – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-102 Ratifying and Authorizing the City Manager to execute a Professional Services Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands for Fiscal Year 2021-2022.

24. Resolution No.: R-2021-104 Authorizing acceptance of donated property within the Bull Street Development known as the Pump Station Parcel, which property is a portion of Richland County TMS R11501-01-01 from Bull Street Development, LLC, for development of a new pumping station and authorizing the City Manager to execute all documents necessary to effectuate this transfer – *Approved*



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Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2021-104 Authorizing acceptance of donated property within the Bull Street Development known as the Pump Station Parcel, which property is a portion of Richland County TMS R11501-01-01 from Bull Street Development, LLC, for development of a new pumping station and authorizing the City Manager to execute all documents necessary to effectuate this transfer.

EVENT RESOLUTIONS

Councilor Devine left the meeting at 3:48 p.m.

25. Resolution No.: R-2021-095 Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 18, 2021 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2021-095 Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 18, 2021.

26. Resolution No.: R-2021-101 Authorizing consumption of beer and wine only at Five After Five in Five Points on Thursday, October 21, 2021 – *Approved as amended.*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2021-101 Authorizing consumption of beer and wine only at Five After Five in Five Points on Thursday, October 21, 2021, as amended to reflect the removal of the Exxon parking lot which is City property and add the utilization of Saluda Avenue as the footprint for the event, which is the older footprint that the organization has utilized in the past.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTTTER

27. ZONING TEXT AMENDMENT for revisions to new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance to account for recently annexed and rezoned parcels. - *First reading was given on September 21, 2021 – Approved on second reading.*

Ordinance No: 2021-071 Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina – Approved on second reading.



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Proposal: Revise new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance to account for recently annexed and rezoned parcels.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 08/02/2021; Approval (5-0)

Ms. Krista Hampton, Planning and Development Services Director said the Unified Development Ordinance was effective on August 30, 2021. When you adopted the code and map, 20 properties were annexed and two were rezoned. Since then, 6430 Norris Street was withdrawn. The Unified Development Ordinance amendments are: 1.43 acres of 4030 W Beltline; 1314 Rosewood Drive; 1215 Shop Road; 509 acre S/S Candi Lane; a number of parcels in S Evans Street; 1307 Mason Road; 0.418-acres S/S Mabron Road; 504 Percival Road; 7315 Coachmaker Road; 2213 Apple Valley Road; 40.18 acre portion S/S Old Leesburg Road; 8.80 acres S/S Old Leesburg Road; 291 Harbison Boulevard; 8025 and 8041 Garners Ferry Road; 7432 Broad River Road; 314 Heyward Street; 409 Hampton Trace Lane; 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road; 26.36 acres S/S Technology Circle; 80-acre portion N/S Percival Road; 4655 Percival Road N/S Percival Road; 1135 Carter Street; 2030, 2006, and 2010 Oak Street; and 2027, 2023, 2015, 2007, 2305, 2014 Henry Street.

Council opened the public hearing at 3:57 p.m.

No comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No: 2021-071 Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina.

Council closed the public hearing at 3:57 p.m.



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PUBLIC HEARING

28. Community Development Draft 2020 Consolidated Annual Performance Evaluation Report (CAPER) / Final Public Hearing - Ms. Dollie Bristow, Community Development Administrator – *Approved*

Ms. Gloria Saeed, Community Development Director said in accordance with federal regulations, the City of Columbia is preparing a draft Consolidated Annual Performance & Evaluation Report (CAPER) for Fiscal Year 2020/2021. The CAPER is an end-of-year requirement of the U.S. Department of Housing and Urban Development (HUD). The purpose of the CAPER is to provide an overall evaluation of federally-funded activities and accomplishments to HUD and the community. The performance report is prepared with public review and comment and is submitted electronically to HUD. Citizens have the opportunity to comment on performance of the entitlement programs: Community Development Block Grant (CDBG), Home Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), the Community Development Block Grant Disaster Recovery (CDBG-DR) and Mitigation Programs (CDBG-MIT), and the Coronavirus Aid, Relief and Economic Security (CARES) Act programs including CDBG-CV and HOPWA-CV. The citizen participation process includes a 30-day comment period which began August 23, 2021 and concludes September 23, 2021. It has been modified to include virtual meeting options. CDBG funds totaled \$1,663,163 in revenue for projects including \$1,040,310 in new CDBG funds, \$610,886 in program income/revolving loan fund, and \$11,967 in prior year funding. The total CDBG expended is \$1,132,479. HOME total revenue was \$886,992 including \$636,992 in new HOME funding and \$250,000 in program income. The total HOME funds expended is \$216,459. HOPWA total revenue was \$1,601,461 including \$1,517,489 in new HOPWA funding and \$83,972 in prior year funding. The total HOPWA funds expended is \$1,476,104. HOPWA-CV revenue was \$220,838 and the total funds expended to date is \$71,475. CDBG-CV revenue was \$1,588,189 and the total funds expended to date is \$150,223. Total expenditures across all entitlement and CARES Act funding for fiscal year 2020 are \$3,046,709. This is a slight 2% increase over 2019 totals as the city remained resilient during the COVID-19 pandemic although some programs were suspended during the 2020/2021 fiscal year and the collateral impact resulted in a decrease in expenditures. The total impact of federal funding is \$7.5 million leveraged in private and other funding sources.

Councilor Devine returned to the meeting at 4:06 p.m.

Council opened the public hearing at 4:09 p.m.



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No one appeared at this time.

Council closed the public hearing at 4:09 p.m.

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted unanimously to approve submittal of the Community Development Consolidated Annual Performance Evaluation Report to the U.S. Department of Housing and Urban Development.

OTHER MATTERS

29. Council is asked to approve the Installation of two (2) Speed Humps on Heath Hill Road, as requested by the Public Works Department. – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve the installation of two (2) Speed Humps on Heath Hill Road.

APPOINTMENTS

30. Climate Protection Action Committee – *Approved*

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to appoint Jennifer Heinmiller as a voting member and Peggy Smedley, Barbara Bowers, and Priscilla Preston as non-voting members to the Climate Protection Action Committee for a term of three years.

31. Midlands Authority for Conventions, Sports, and Tourism – *Approved*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to appoint David Erbacher to the Midlands Authority for Conventions, Sports, and Tourism for a term of three years.

32. Transportation Penny Oversight Committee – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to appoint John Black and Connor Parker to the Transportation Penny Oversight Committee for a term of three years.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 21, 2021**

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

33. Affordable Housing Task Force Report - The Honorable Tameika Isaac Devine

Councilor Devine said the Affordable Housing Task Force met last week. The last time we made a presentation to Council there was some conversation about us looking at the affordable housing definition again. We have taken that back to the committee and had a lot of conversations about what we want to communicate as far as the public education process. We have settled on: Affordable housing consists of inclusive, equitable, and safe spaces to live for owners and renters priced such that all Columbians can afford necessities of living and fully engage in our community. There was a question about whether or not we wanted to include a percent of median income. The conversation of the committee was that we wanted this definition not to include numbers. However, as a part of our final document we will have the definition along with the mission, priorities, and a glossary of terms. In the glossary of terms, we will have definitions for priority housing, workforce housing, and the standard HUD affordable housing. That way we can assess where the different percentages of median incomes are. After a conversation with State Housing it was approved for Dr. Grady to do a citywide housing needs assessment. We recommend SC Housing moving forward and the approval of this definition.

PUBLIC INPUT

No comments were received at this time.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 4:26 p.m. for the discussion of **Items 34 and 35**.

34. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) – *Received as information. No action was taken.*

*COVID-19
Redistricting
Bond Court
Business License Model Ordinance*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 21, 2021**

35. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2) – *Received as information. No action was taken.*

Mutual Aid Agreement with the City of Orangeburg, SC

ADJOURNMENT

The meeting was adjourned at 5:33 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

RESOLUTION NO.: R-2021-103

*Approving the Honorary Naming of the corner of Booker Street and Piedmont Avenue
"Bible Way Piedmont Lane"*

WHEREAS, Bible Way Church of Christ was established in 1957 by a small group of believers and began holding services in a small house on Wheat Street, relocated to 912 Hampton Street and in 1974 located to a new church building at 3111 Piedmont Avenue where it continues to thrive and impact the community; and,

WHEREAS, throughout its history, Bible Way Church of Christ has served not only its members, but also the Booker Washington Heights Community and the Columbia area; and,

WHEREAS, Bible Way Church of Christ organizes food and clothing drives and school supply giveaways; participates in community National Night Out, National Day of Prayer and community Noonday Prayer; and provides Thanksgiving and Christmas baskets to the community; 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 the corner of Booker Street and Piedmont Avenue "Bible Way 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:



A Proclamation

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

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, U.S. fire departments responded to 339,500 home fires in 2019, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,770 civilian deaths in 2019, representing the majority (75 percent) of all U.S. civilian fire deaths;

WHEREAS, the Columbia Richland Fire Department responded to 566 structure fires over the course of 2020;

WHEREAS, recent NFPA studies showed three out of every five home fire deaths result from fires in properties without smoke alarms (41 percent) or with no working smoke alarms (16 percent); and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, knowing the sounds of a smoke alarm can help save an individual's life as well as the lives of those they love; and

WHEREAS, the City of Columbia first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, CRFD's Fire Prevention Office performed more than 2,100 fire inspections, presented 21 Virtual Fire Education Programs, conducted 106 Virtual Home Fire Safety Surveys and installed 61 smoke alarms for citizens in need over the course of 2020; and

WHEREAS, residents of the City of Columbia and Richland County are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2021 Fire Prevention Month theme, "Learn the Sounds of Fire Safety" effectively serves to educate the public about the vital importance of knowing the sounds that can come from their smoke and carbon monoxide alarms and maintaining those devices accordingly,

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 October 1-31, 2021, in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Fire Prevention Month 2021

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Edward McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member

Will Brennan
District III, Council Member



City of Columbia
A Proclamation

WHEREAS, we recognize that domestic violence is a problem that plagues our communities and our neighborhoods; and

WHEREAS, South Carolina was ranked in the top ten states in the nation for the rate of women killed by men, according to the recent statistics from the Violence Policy Center's report on homicide data; and

WHEREAS, Females ages 18 to 34 generally experienced the highest rates of intimate partner violence; and

WHEREAS, Men who as children witnessed their parents' domestic violence were twice as likely to abuse their own wives than sons of nonviolent parents; and

WHEREAS, Domestic violence is the leading cause of injury to women—more than car accidents, muggings, and rapes combined; and

WHEREAS, the City of Columbia recognizes the commitment of the South Carolina Coalition Against Domestic Violence and Sexual Assault to provide life-saving resources to domestic violence victims and their families; and

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 October 2021 as

Domestic Violence Awareness Month

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Edward McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member

Will Brennan
District III, Council Member



City of Columbia
A Proclamation

WHEREAS, Hotel Trundle, a forty-one room boutique hotel in the heart of the Main Street District in Columbia, was awarded in August 2021 the #5 spot in *USA Today's* 10 Best Historic Hotels List; and,

WHEREAS, In combination with their design education and hospitality experience, husband and wife business team Rita Patel and Marcus Munse determined to develop Hotel Trundle after recognizing the beauty and economic potential of available historic commercial spaces in Columbia; and,

WHEREAS, Rita Patel and Marcus Munse opened Hotel Trundle in 2018, which now currently employs 19 people, and 80% of their expenses go directly back to Columbia and surrounding cities by using local suppliers, vendors, and service providers. Further, more than 28,000 guests have stayed at Hotel Trundle; and,

WHEREAS, Hotel Trundle is composed of three historic commercial buildings now merged into one space - Rose Talbert Paints (1914), Powell Furniture (1920), and Western Auto (1940). The room layout of the hotel was designed around the 1920s-1940s era historical conditions of each of the three buildings; and,

WHEREAS, Owners Rita Patel and Marcus Munse wanted to celebrate the historic architectural details found in each original building, and as such Hotel Trundle now features restored brick walls, original stamped tin ceilings and moldings, original flooring, restored plaster walls, and original windows and stucco facade; and,

WHEREAS, Hotel Trundle was made possible by tax incentives from federal, state, and City of Columbia governments, including the Bailey Bill, historic renovation tax credits, and preservation easements; and,

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, do hereby proclaim October 5th, 2021 to designated as

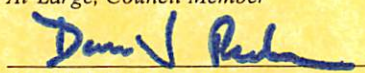
Hotel Trundle Day

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


Stephen K. Benjamin
Mayor


Sam Davis
District I, Council Member


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


Daniel J. Rickenmann
District IV, Council Member




Tameika Isaac Devine
At-Large, Council Member


Edward McDowell, Jr.
District II, Council Member


Will Brennan
District III, Council Member

ORDINANCE NO: 2021-081*Extension of Emergency Ordinance No.: 2021-078 Related to COVID-19*

WHEREAS, as of Tuesday, August 31, 2021, there were 5,152 cumulative cases reported throughout the State of South Carolina bringing the state's total cumulative cases to 746,157 since the beginning of the pandemic; and,

WHEREAS, as of Tuesday, August 31, 2021 there were 307 cumulative cases in Richland County, with 58,850 cumulative cases since the beginning of the pandemic, and 414 cumulative cases in Lexington County, with 45,150 cumulative cases since the beginning of the pandemic.

WHEREAS, as of Tuesday, August 31, 2021 there have been 10,742 cumulative deaths statewide, 637 cumulative deaths in Richland County and 558 deaths in Lexington County; and,

WHEREAS, SARS-CoV-2 (the Coronavirus) the virus that causes the disease COVID-19 continues to be a serious public health concern; and,

WHEREAS, the Centers for Disease Control and Prevention ("CDC") and SCDHEC advise the use of cloth face coverings to slow the spread of COVID-19; and,

WHEREAS, in Executive Order No. 2020-63, Governor Henry McMaster urged municipalities to enact measures requiring individuals to wear a face covering; and,

WHEREAS, it is vitally important that we continue to work together to decrease the widespread proliferation of COVID-19 among us; and,

WHEREAS, City Council voted to enact Emergency Ordinance NO. 2021-78 related to COVID-19 on September 8, 2021; and,

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

WHEREAS, City Council intends for this ordinance to fully comply with Proviso 1.108 of the 2021-2022 Appropriations Act and all other State laws; and,

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

I. Suspension of Normal Operating Procedures

BE ORDAINED by the Mayor and Council this __ day of _____, 2021, that the City of Columbia extends the temporary suspension of the normal operating procedures of City Council and City Boards and Commissions meetings and allows for the Mayor, Council Members, Board Members and Commission Members to remotely participate in voting and operational procedures by telephone or other means of electronic communication.

II. General Face Covering Requirement

BE IT FURTHER ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this __ day of _____, 2021, that facial coverings shall be required in all public places within the City to slow the spread of the novel coronavirus disease, known as COVID-19 as follows:

1. Face coverings which cover the nose and mouth shall be required in all public places within the City. All persons entering a commercial establishment or establishment open to the public in the City must wear a face covering while inside the establishment. A face covering must also be worn in situations where distances between people change frequently such as a busy sidewalk, waiting area, or popular outdoor area where it is impractical or impossible to maintain six feet of distance at all times.

2. All restaurants, bars, retail stores, barbershops, salons, grocery stores, and pharmacies in the City must require their employees to wear a face covering which covers the nose and mouth at all times while having face to face interaction with the public. Each individual employee violation of this ordinance will be considered a separate and distinct offense.

3. Any person who is unable to safely wear a face covering due to age, an underlying health condition, or is unable to remove the face covering without the assistance of others is exempt from this Ordinance.

4. Face coverings are not required in the following circumstances:

- a. In personal vehicles;
- b. When a person is alone in enclosed spaces; during outdoor physical activity, provided the active person maintains a minimum of six (6) feet from other people at all times;
- c. When a person is alone or only with other household members;
- d. While drinking, eating or smoking;
- e. When wearing a face covering causes or aggravates a health condition.
- f. When wearing a face covering would prevent the receipt of personal services.
- g. When a person is five (5) years of age or younger.

5. A person who fails to comply with Paragraph 1 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$100.00.

6. A person who fails to comply with Paragraph 2 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$100.00. Each violation of this Ordinance shall be considered a separate and distinct offense. In addition to the fines established by this paragraph, repeated violations of this Ordinance by a person who owns, manages, operates or otherwise controls a business subject to this Ordinance may, subject to all procedural protections set forth in the City Code, result in the suspension or revocation of any occupancy permit or business license issued to a business where the repeated violations occurred. Repeated violations of this Ordinance are additionally hereby declared to be a public nuisance, which may be abated by the City by restraining order, preliminary and permanent injunction, or other means provided for by the laws of this State. The foregoing notwithstanding, every effort shall be made to bring the business into voluntary compliance with the terms of this Ordinance prior to the issuance of any citation. For the purposes of Paragraph 2 of this Ordinance, "person" shall be defined as any individual associated with the business who has the control or authority and ability to enforce the social distancing requirements of the Ordinance within the business, such as an owner, manager or supervisor. "Person" may also include an employee or other designee that is present at the business but does not have the title of manager, supervisor, etc., but has the authority and ability to ensure that the requirements of this Ordinance are met while the business is open to the public.

III. Face Coverings as it Pertains to Schools and Daycares

BE IT FURTHER ORDAINED AND IMPOSED as it pertains to schools subject to Proviso 1.108 of the 2021-2022 Appropriations Act and private schools and daycares, that facial coverings shall be required by all faculty, staff, and children over the age of five (5), and visitors, in all buildings at public and private schools or daycares, to slow the spread of the novel Coronavirus and the disease COVID-19 within the City limits as follows:

1. Face coverings which cover the nose and mouth shall be required in all indoor facilities on school or daycare grounds. This paragraph does not apply to religious establishments, however, the use of face coverings is recommended at all establishments educating and caring for children.
2. Any person unable to safely wear a face covering due to age, an underlying health condition, or is unable to remove the face covering without the assistance of others is exempt from this imposition.
3. Enforcement of this Ordinance will be by City of Columbia Fire Chief and Fire Marshalls, who will periodically visit affected establishments. No school or school district staff is required by this Ordinance to help with enforcement. Enforcement is solely the responsibility of the Fire Chief and Fire Marshalls. Every effort shall be made to bring the occupants of a school or business into voluntary compliance with the terms of this Ordinance prior to the issuance of any citation, including by means of an initial voluntary informational program held, without charge, by the Fire Chief or a Fire Marshall, for establishments and facilities subject to this Ordinance.

4. No school district or public school within the City shall create, announce, or enforce any policy requiring face masks be worn by students and/or employees relating to this ordinance in any way.
5. No public school district or school within the City shall expend any funds from the South Carolina 2021-2022 Budget Appropriations Act for any action, communication, or other matter relating to this ordinance.
6. No public school employee shall use any paid work time or work equipment to report any need for enforcement.
7. No student resource officer employed by the City, but assigned to and funded in whole or in part by a public school district or school within the City, shall announce or enforce this ordinance at any school facilities.
8. The City is solely responsible for announcing, requiring, and enforcing this ordinance.
9. Any person or covered entity that fails to comply with the requirements of this temporary emergency ordinance shall be guilty of a civil infraction, punishable by a fine of up to \$100, plus any applicable mandatory court costs and fees.
10. Each violation is considered to be a separate and distinct offense. Repeated violations by a person or private entity are hereby declared to be a public nuisance that may be abated via order, injunction, or any other legal means. Such means may include, subject to all applicable procedural protections provided by law, suspension and/or revocation of City permits and/or licenses.
11. Parents or guardians of children, where the children knowingly and deliberately refuse to comply with the ordinance, may be warned and or cited with the civil infraction fine.

BE IT FURTHER ORDAINED that the City of Columbia will provide all necessary face coverings (masks) for all schools or daycares at their request so no school funds are required to be expended to comply with the City's mandate.

BE IT FURTHER ORDAINED that should any provision, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

BE IT FURTHER ORDAINED that this emergency ordinance shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after enactment of this ordinance.

This ordinance shall take effect immediately.

Requested by:

Mayor and City Council

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

Clean Water 2020 Program Progress & Updates

October 5, 2021 – Council Session



Drinking Water • Wastewater • Stormwater

Agenda



Consent Decree
Schedule and Status



Clean Water 2020
Program Renewal



Numbers
to Share



Notable
Advancements



Eye to
Environmental
Alignment

Consent Decree Schedule and Status

CD Deliverable	First Due Date	% Complete
Sewer Mapping Program (SMP)	7/21/2014	100%
CAP List (Checkbook)	8/21/2014	100%
Maintenance Management System (MMS)	5/21/2015	100%
Satellite Sewer System Agreements (SSSA)	5/21/2015	100%
Transmission System Operations and Maintenance Program (TSOMP)	5/21/2015	100%
Continuing Sewer Assessment Program (CSAP)	6/9/2015	100%
Contingency and Emergency Response Plan (CERP)	11/21/2015	100%
Gravity Sewer System Operations and Maintenance Program (GSOMP)	11/21/2015	100%
WWTP Operations Program	1/5/2016	100%
WCTS Training Program	1/5/2016	100%
Information Management System Program (IMS)	1/5/2016	100%
Financial Analysis Program	1/5/2016	100%
WWTP Training Program	5/21/2016	100%
Infrastructure Rehabilitation Program (IRP)	11/23/2016	100%
IR Report for the WCTS	11/23/2019	100%
Supplemental Environmental Project Implementation (SEP)	5/21/2019	100%
SEP - Quality Assurance Project Plan (QAPP)	7/21/2014	100%
Sewer System Hydraulic Model Report	8/23/2020	100%
Capacity Assurance Program (CAP)	3/29/2022	95%
Supplemental IR Report	11/23/2022	70%

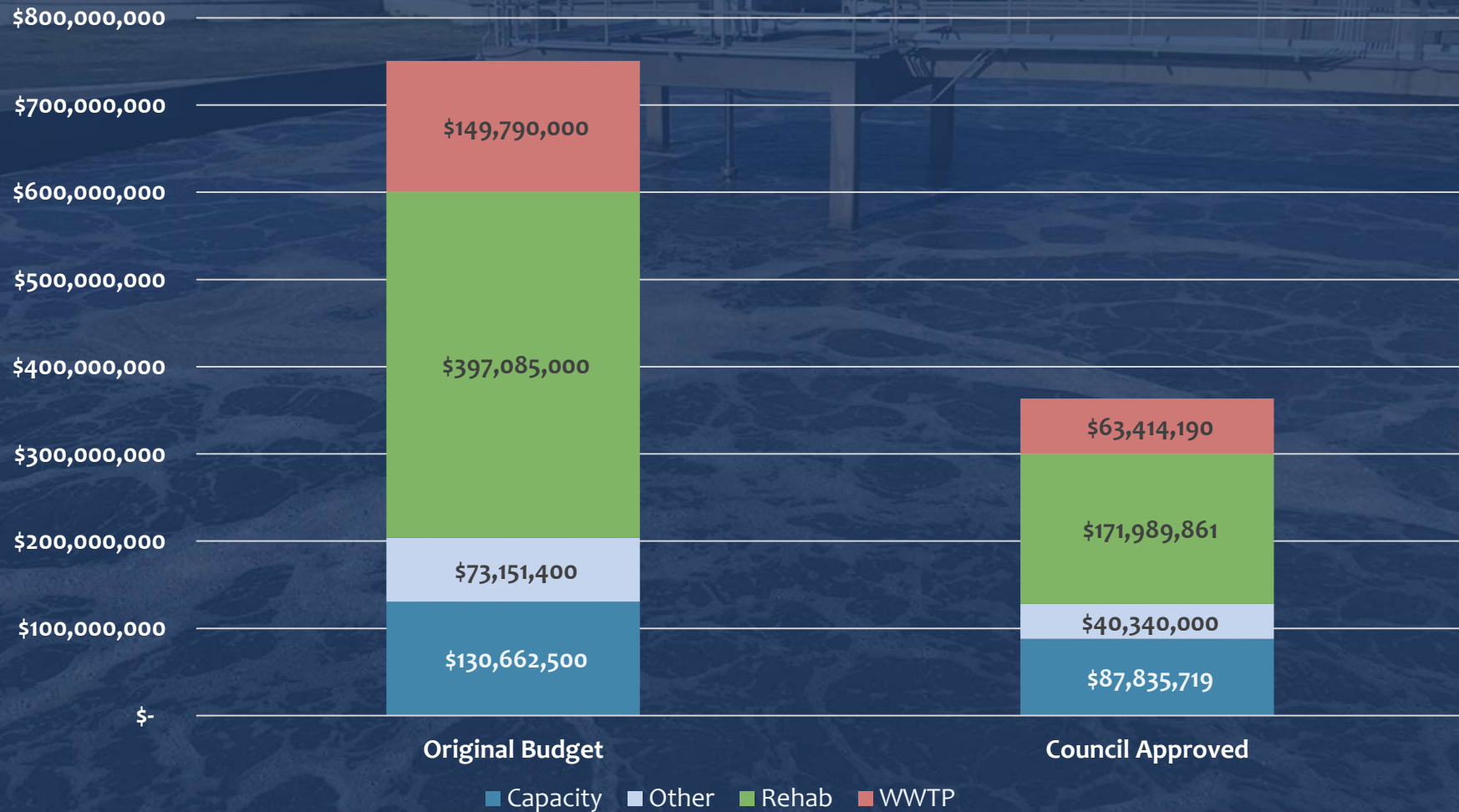
Consent Decree Schedule & Status



- COVID-19 Force Majeure request
- Evolving emphasis
 - CIP delivery
 - Water distribution emphasis
 - Asset management
- 2028 – Targeted end date

Council Approved CW2020 Projects

July 2013 to September 2021



Clean Water 2020 – Consultant Support

CDM Smith Clean Water 2020 Program Management Contract Annual Renewal

- October 19th Agenda
- Agenda item for authorization for the 10th year of an 11-year contract

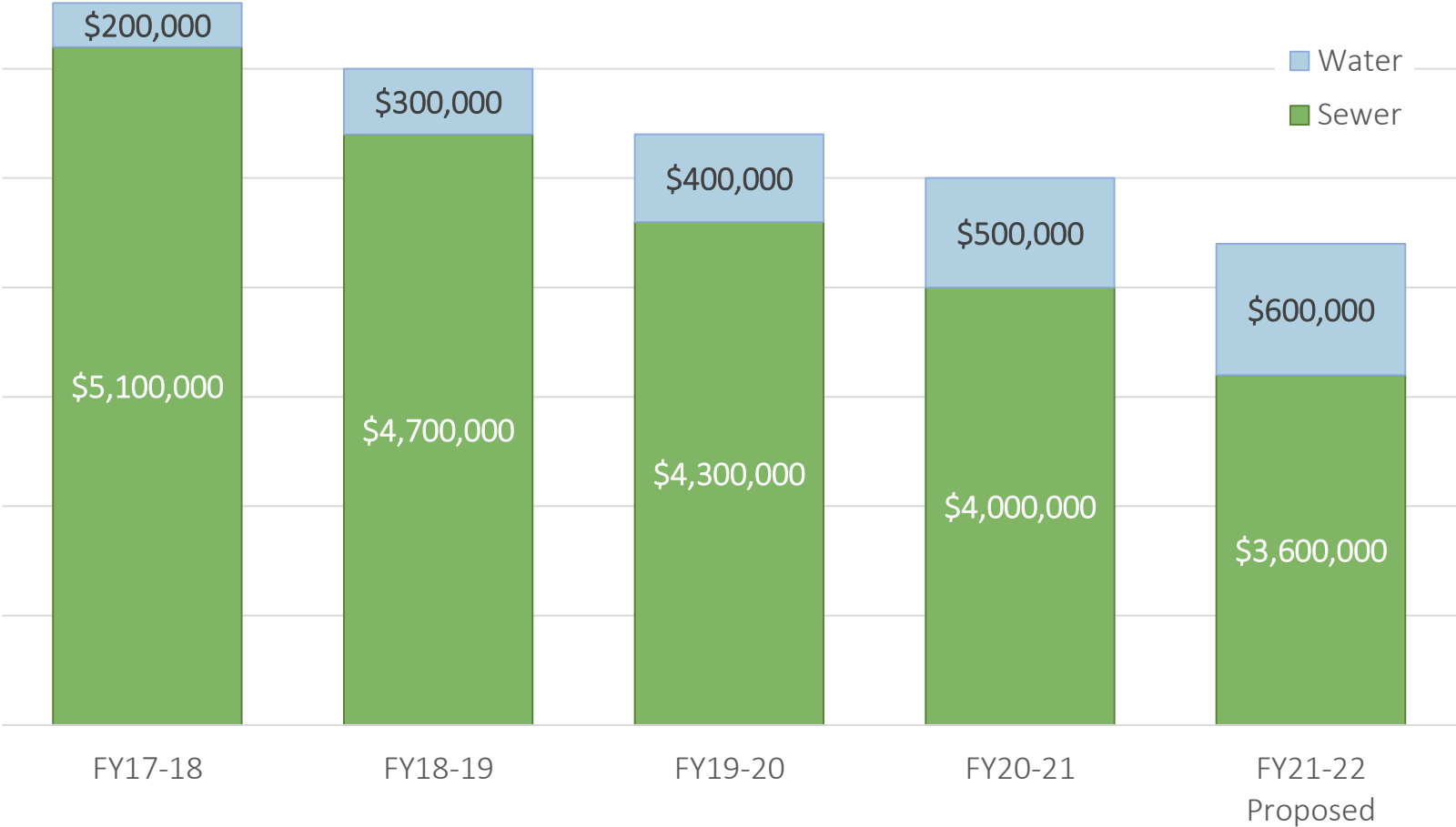
Ramping Down Vs. Holding Steady

- Project management support (70+ active projects)
- Rehabilitation planning, master planning, supplemental staff
- Water Distribution improvements

Subconsultants Remain Key Partners

- 25% of total contract, all are MBE/WBE

CW2020 Program Management Contract



Numbers to Share: Infrastructure Completed Since 2016

155,000 New Pipe Construction

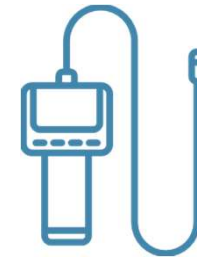
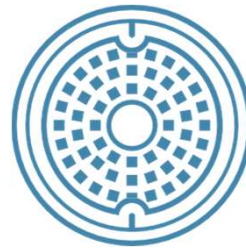
550,000 Mainline Pipe Rehab

5,500 Manholes Rehab

6,700 Laterals Replaced/Rehab

11 Pump Station Rehab

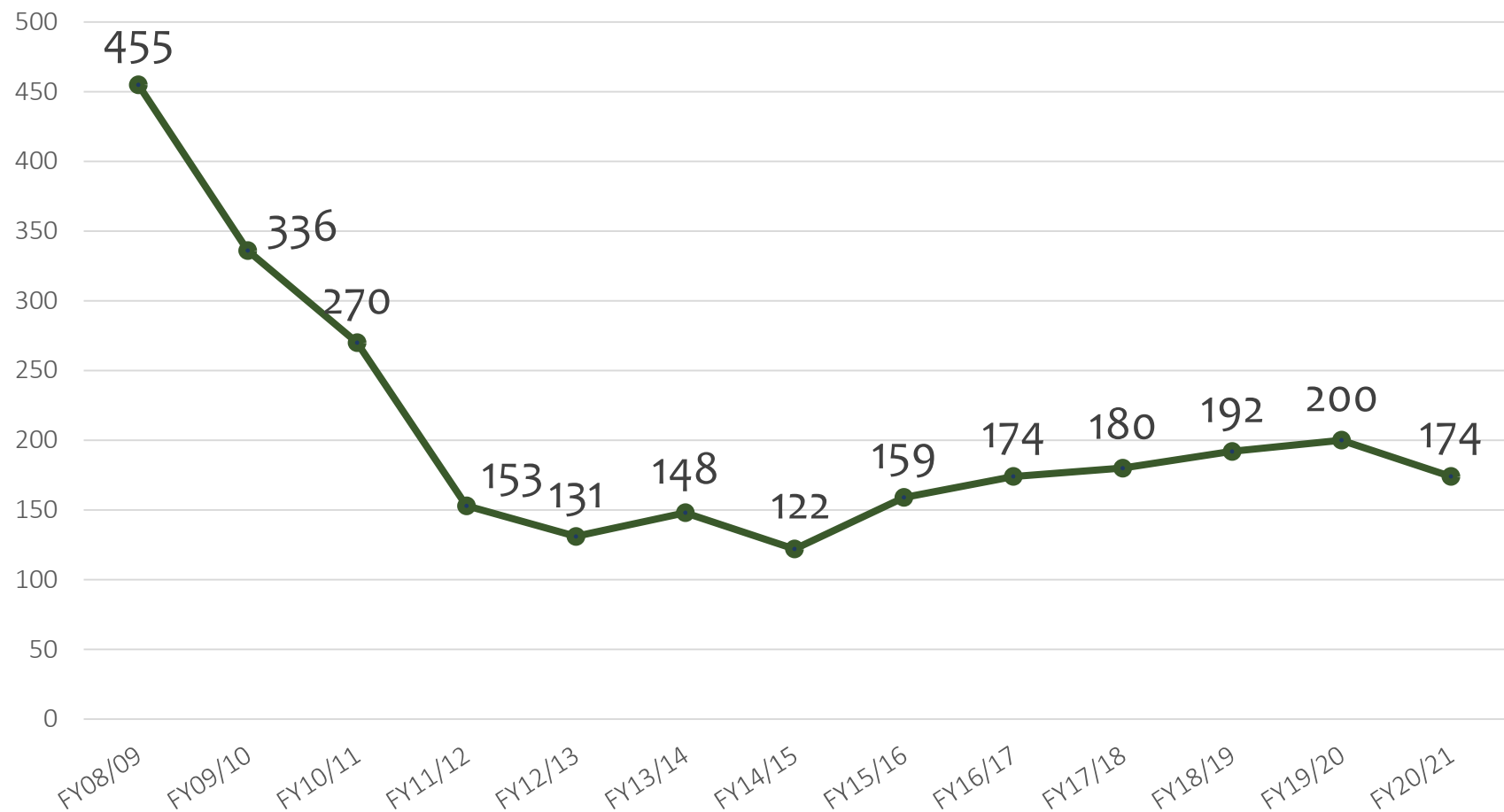
Numbers to Share



- | | | |
|--|--|---|
| <ul style="list-style-type: none">• Mainline Cleaning (LF): 4,053,714• CCTV Inspection (LF): 4,600,281• SL-RAT Acoustic Inspection (LF): 3,280,656 | <ul style="list-style-type: none">• Manhole inspection (Ea): 12,442• Manhole Inspection 'lite' (Ea): 10,593 | <ul style="list-style-type: none">• Smoke Testing (LF): 1,049,558 |
|--|--|---|

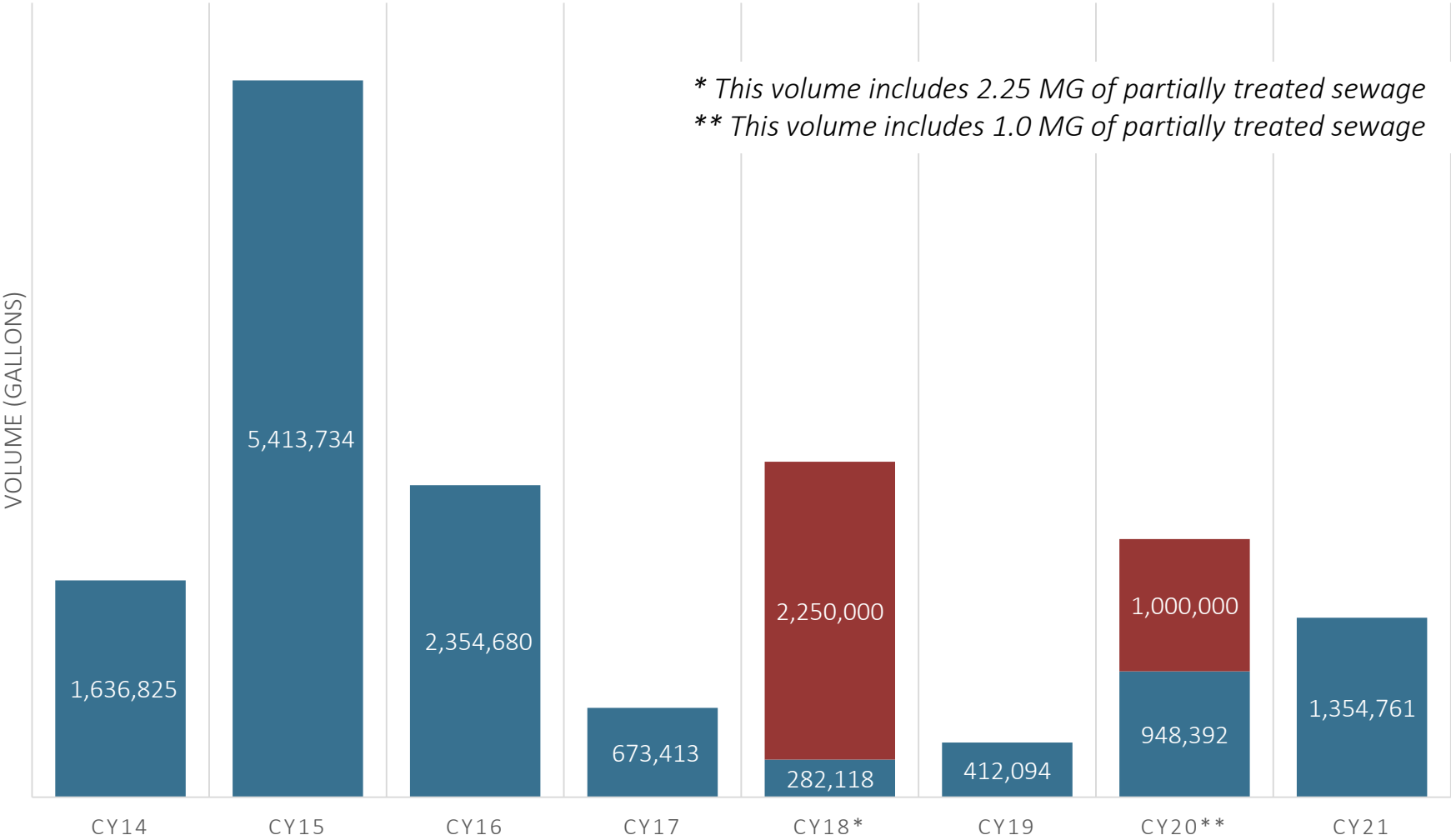
SSOs for FY08/09 to FY20/21

(through June 2021)



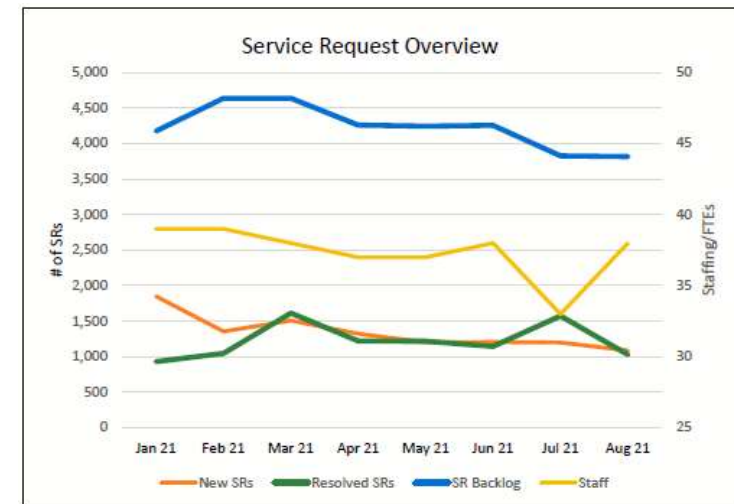
Total EPA Reportable SSO Volume

(Through August 2021)



Notable Advancements

- Water Distribution Task Force
 - External and internal Customer Service improvements
 - Contractors supplementing efforts to reduce backlog
 - Building accurate asset inventory
- Alternative Delivery
 - First Construction-Manager-At-Risk (CMAR) contract
 - Progressive Design-Build as a future option



Environmental Alignment



- Columbia Water initiatives aligned with CPAC goals
 - Elimination of 6 pump stations – significant power usage eliminated forever
 - WWTP Train 1 Aeration Improvements (\$25M)
 - Greatly reduced power consumption



Environmental Alignment

WWTP Digester Improvements (\$30M)

Biosolids greatly reduced and increased Biogas production

9,800,000

pounds no longer being
landfilled each year



Hauling
costs

35%



Landfill
costs

27%



Seeking beneficial use
of Biogas



Questions / Discussion



Drinking Water • Wastewater • Stormwater



CONTRACT FOR GOODS and SERVICES

This Contract is being awarded using the SC State Contract # 4400011431

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 Hewlett Packard Enterprise Company with legal address and principal place of business at 8000 Foothills Boulevard, Roseville, CA 95747 (hereinafter referred to as the “Contractor”), for the annual Hewlett Packard Enterprise SAN Storage support services.

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 and services 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 and SERVICES** – The City may require supplemental or additional goods and 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 goods and services prior to the goods and services being delivered. If the Contractor fails to obtain prior written approval to deliver the goods and services, the City is under no obligation to compensate the Contractor for the goods and services received.

3. **TERM OF CONTRACT/ DELIVERY** – The term of the Contract is the date of the execution for this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for a term of one (1) year.
4. **SCHEDULE FOR DELIVERY OF GOODS and SERVICES** – The Contractor shall deliver any and all goods and services under this Contract under the direction of the Information Technology Department.
5. **COMPENSATION**

City of Columbia and Hewlett Packard Enterprise Company

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Hewlett Packard Enterprise Company, shall not exceed Sixty-Seven Thousand Nine Hundred Forty-One Dollars and Fifty Cents (\$67,941.50).
- 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 and services, 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# 4400011431**

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 #4400011431
- 3. Quote

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 delivery of all the goods and 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 provide the goods and 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

City of Columbia and Hewlett Packard Enterprise Company

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 and services, 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.

City of Columbia and Hewlett Packard Enterprise Company

- 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 Hewlett Packard Enterprise Company

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

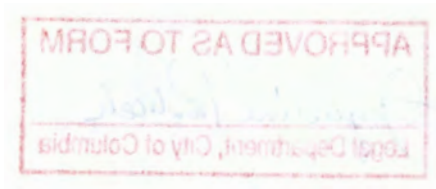
		Date: _____
Print	Signature	



City of Columbia and Hewlett Packard Enterprise Company

List of Exhibits

Exhibit A – Quote



Bruce Adams
Hewlett Packard Enterprise Company
8000 Foothills Blvd
Roseville CA 95747

Cory Williams
City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

05/21/2021

Support Account Reference: MXN3095559
HPE Reference Number: 71138108

Dear Cory Williams:

Enclosed is a Hewlett Packard Enterprise support service quote for your products. Review the services, support items, coverage dates, addresses, and company contacts for accuracy. Please advise Hewlett Packard Enterprise of any changes prior to submitting your purchase order or authorization. To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HPE Customer Terms - Support or purchase agreement with Hewlett Packard Enterprise and if applicable, Exhibit E24.

Option 1: Provide an open-ended purchase order. An open-ended purchase order allows Hewlett Packard Enterprise to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

Option 2: Provide a PO for the coverage dates specified in the enclosed referenced proposal.
Your PO must note at least one of the following, along with the support coverage period:

1. Hewlett Packard Enterprise Reference (quote) number(s),
2. Support Account Reference(s) (SAR)
3. Service Agreement ID(s) (SAID)
4. AMP ID(s)

* If there is an approval signature section on your PO then it should be signed/approved before sending to Hewlett Packard Enterprise. Please indicate if you are taxable or tax exempt. If your organization is Tax Exempt, please send a copy of your Tax Exemption Certificate with your PO. Include your billing frequency and current invoice-to address.

Option 3: Sign and return the attached Signature Authorization Form (SAM).

* If you provide authorization via the SAM form (Signature Authorization Method), please insure that all of the applicable boxes are checked on the form, along with the printed name and signature of the authorizing party.

Note: If the information in Options 1 through 3 is not included in your PO or SAM Form then Hewlett Packard Enterprise will need to contact you to collect this missing data, which will cause a delay in activating your support contract(s). Hewlett Packard Enterprise requires these details for audit purposes.

Hewlett Packard Enterprise values your business and looks forward to providing you with continued support. If you require further assistance, please contact your HPE Representative at 916-540-2215 . You can send your PO or SAM to your HPE Representative, or FAX it to .

Sincerely,
Bruce Adams
HPE Representative

SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett Packard Enterprise (HPE) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT**. This SAM form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

(1) Customer Information:

Company Name
City of Columbia

Invoice to Address
PO BOX 147
Columbia SC 29217

(2) Contract Information: Unless otherwise notified all quotes under the AMP ID below will be renewed:

☐ **Initial Quote Number:**71138108

☐ **** AMP ID:** 80266386FCP

Support Account Reference: MXN3095559

Coverage Period: 11/01/2021 - 10/31/2022

***The enclosed Support Account Overview dated 05/21/2021 summarizes the quotes contained within the above AMP ID.

This quote bundle is valid until: 10/31/2021

☐ Check as applicable if your authorization is open-ended.

The following term applies only to open-ended support agreements. This Support Agreement is for the period stated on Hewlett Packard Enterprise's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months. If modifications of the Support Agreement are necessary, Hewlett Packard Enterprise will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization.

(3) REQUIRED- Tax Information:

☐ Taxable **OR** ☐ Tax Exempt Exemption # _____ (Attach copy of exemption certificate)

(4) REQUIRED- Billing Frequency: Do not enclose Payment. Please select one of the following:

Please bill me:

☐ Pre-Pay up front for the entire coverage term

☐ Annually

☐ Quarterly (Total annual amount must exceed \$20,000)

☐ Semi-Annually (Total annual amount must exceed \$20,000)

☐ Monthly (Total annual amount must exceed \$20,000)

☐ Charge my credit card. Check one: ☐ Visa ☐ MasterCard ☐ American Express

For your protection, please call your HPE Sales Representative with the credit card number.

Cardholder Name (Print) _____

Cardholder's Signature _____

Credit Card Invoice-To Address _____

(5) REQUIRED- Service Authorization and Terms and Conditions:

Customer's signature on this form constitutes authorization for Hewlett Packard Enterprise to invoice Customer for the Hewlett Packard Enterprise support services represented in this Support Agreement. This support agreement will be governed by the following: i) The purchase agreement currently in effect between Customer and Hewlett Packard Enterprise that includes the delivery of Support Services, or if none, the Hewlett Packard Enterprise Customer Terms-Support (CTSP01), the Supplemental Data Sheet (CTDS01); and ii) any applicable Transaction Documents thereto.

Authorized Signature and Date

Printed Name, Title and Phone Number

(6) Completed form should be returned to:

Hewlett Packard Enterprise Company
Bruce Adams
8000 Foothills Blvd
Roseville, CA 95747

TEL:916-540-2215
FAX:

Support Account Overview

AMP ID: 80266386FCP

Special Terms and Conditions No: 4400011431

Customer Address:

City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

HPE Address:

Hewlett Packard Enterprise Company
8000 Foothills Blvd
Roseville CA 95747

Customer Contact:

Cory Williams
Tel: (803) 737-4264
Fax:
E-mail Cory.williams@columbiasc.gov

HPE Representative:

Bruce Adams
Tel: 916-540-2215
Fax:
E-mail bruce.adams@hpe.com

This quote is valid until 10/31/2021

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms will apply. Either one is the "Agreement".
Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

●Standard Terms: www.hpe.com/docs/customerterms

●Datasheets: www.hpe.com/info/mktlibrary

Your Support Access Options for Service Agreement Customers:

●Manage your service agreement online, visit - <https://s360.hpe.com> / <https://esam.hpe.com>

●HPE Support Center - www.hpe.com/support/hpesc

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.

Support Account Reference	Service Agreement ID	Coverage Period From: To:	Description	Contract Total/USD
MXN3095559	1040 9619 6050	11/01/2021 10/31/2022	MXN3095559	62,908.80
Total Excluding Taxes City of Columbia				62,908.80

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Overview

AMP ID: 80266386FCP

Customer Address:
City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

HPE Address:
Hewlett Packard Enterprise Company
8000 Foothills Blvd
Roseville CA 95747

Support Account Reference	Coverage Period	Description	Contract Total/USD
	From: To:		

Summary of Charges	
Hardware Support	18,470.64
SW Updates eDelivery	14,985.84
Software Support-Labor	29,452.32
Total Excluding Taxes	62,908.80

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.
Refer to the detail document for any applicable state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Detail

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619604

Support Account Reference: MXN3095559

HPE Reference No.: 71138108

Equipment Address:
City of Columbia
1136 Washington St
Columbia SC 29201-3224

Software Update Address:
City of Columbia
1136 Washington St
Columbia SC 29201-3224

Hardware Contact:
Cory Williams
Tel: (803) 737-4264
Fax:

Software Contact:
Cory Williams
Tel: (803) 737-4264
Fax:

This quote is valid until 10/31/2021
Coverage from: 11/01/2021 to: 10/31/2022

Service Agreement ID: 1040 9619 6050 For Support, please call: 866-211-5211

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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Comment: Participating Addendum #4400011431 must be sited on Purchase Order

H1K93AC HPE Proactive Care 24x7 wDMR SVC

*** Environmental Services ***

HPE COE for SAP HANA SVC

HPE Lifecycle Svcs Suite for HANA SVC

*** Hardware Support ***

HPE Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 1
- Defective Media Retention
- No Usage Limitation
- Remote Delivery SVC Advanced
- Access to Adv Tech Specialists

QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095559	1	131.71
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Please note HPE can no longer support this item from: 10/31/2022

QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter		1	21.95
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KDBYD0AQ93K02E

Please note HPE can no longer support this item from: 10/31/2022

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619604

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0BDX3W0CK		1	21.95
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G0		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G1		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FW		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FY		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FX		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FV		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CT		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CV		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CW		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CU		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CX		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CY		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CZ		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D1		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FS		1	27.44
	Please note HPE can no longer support this item from: 10/31/2022				
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FT		1	27.44
	Please note HPE can no longer support this item from: 10/31/2022				
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FV		1	27.44
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GL		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GM		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GK		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GS		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GT		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619604

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0GP		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0D2		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0D0		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0GJ		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0D9		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0GD		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0GH		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0GF		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0DU		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0DS		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0DR		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0DT		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0DZ		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0DY		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0DP		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0DW		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0DV		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0DX		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0D4		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0D6		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0D5		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0D3		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0D8		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DA		1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619604

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DB		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DC		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EL		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EM		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EN		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EP		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ER		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ES		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EU		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ET		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EV		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EW		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D7		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FW		1	27.44
	Please note HPE can no longer support this item from: 10/31/2022				
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FX		1	27.44
	Please note HPE can no longer support this item from: 10/31/2022				
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FY		1	27.44
	Please note HPE can no longer support this item from: 10/31/2022				
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H0		1	27.44
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GM		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GW		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GV		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GN		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GG		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GE		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				

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Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GP		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GJ		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GK		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GL		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GH		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GC		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GD		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GF		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FD		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FE		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FF		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FG		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F6		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F5		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HE		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HF		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HH		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HB		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N002		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G3		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UP		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UU		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G4		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FY		1	3.14

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	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FW		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HD		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HC		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UV		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UW		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N003		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UN		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N004		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N005		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UX		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FS		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FR		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00M		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00N		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00R		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00S		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00T		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00U		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00V		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00W		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00X		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00Y		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FK		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				

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QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FN		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FL		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FM		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FA		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FB		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FC		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F7		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F8		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F9		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MK		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MJ		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M5		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M3		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M0		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LZ		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LV		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LU		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MG		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M8		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470077		1	0.00
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470078		1	0.00
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470087		1	0.00
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470076		1	0.00
BW946A	HPE 42U Location Discovery Kit	CN8305PORW		1	0.00
BW932A	HPE 600mm Rack Stabilizer Kit			1	0.00
BW906A	HPE 42U 1075mm Side Panel Kit			1	0.00
QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095560		1	131.71
	Please note HPE can no longer support this item from: 10/31/2022				

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QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0BDX3W0E0		1	21.95
	Please note HPE can no longer support this item from: 10/31/2022				
QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0BDX3W0CD		1	21.95
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BA		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N04W		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GZ		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GU		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H4		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H6		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H8		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FL		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BX		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BR		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0B9		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GX		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GV		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H1		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H3		1	27.44
	Please note HPE can no longer support this item from: 10/31/2022				
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H2		1	27.44
	Please note HPE can no longer support this item from: 10/31/2022				
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H1		1	27.44
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HA		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H9		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H5		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H7		1	3.14

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	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GB		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ED		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EK		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G9		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GC		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GW		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G8		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GY		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H3		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H2		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H0		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EC		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EE		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EJ		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GA		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EA		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EG		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EH		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EF		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FF		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FD		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FE		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FG		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				

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QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0G4		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0GE		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0HB		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0HC		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0FC		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0FB		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0FA		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0F9		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0F8		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0F7		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0HD		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0G7		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0G5		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0G6		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD Please note HPE can no longer support this item from: 10/31/2022	2SF306N0EB		1	3.14
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure Please note HPE can no longer support this item from: 10/31/2022	MXN30901H7		1	27.44
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure Please note HPE can no longer support this item from: 10/31/2022	MXN30901H6		1	27.44
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure Please note HPE can no longer support this item from: 10/31/2022	MXN30901H5		1	27.44
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure Please note HPE can no longer support this item from: 10/31/2022	MXN30901H4		1	27.44
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0MH		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0LY		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0LT		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0M2		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG304N04D		1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
 Your PO Reference:
 CCRN Number: 0409619604

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG304N01A		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J0		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JY		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JX		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JW		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HV		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HT		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HN		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HG		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HZ		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LR		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N009		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HJ		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K6		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K7		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K5		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J1		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N008		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N007		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N001		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N006		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3V0		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UY		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619604

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THP303N3UZ		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0LP		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0LL		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0LM		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0MD		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0M9		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0LS		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0M1		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0LX		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0LW		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0HK		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0HX		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0JP		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0JT		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0JS		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0JR		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0J3		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0HW		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0HY		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0J2		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0J6		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0JU		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD Please note HPE can no longer support this item from: 10/31/2022	THG303N0JV		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JB		1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619604

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JC		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JG		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JF		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JE		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JD		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J7		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J4		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FX		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G1		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G7		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G2		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GA		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G9		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G0		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JZ		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00B		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00A		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G6		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FZ		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G5		1	3.14
	Please note HPE can no longer support this item from: 10/31/2022				
	HPE Collaborative Remote Support				
	Basic Software Phone Support				
	Collaborative Call Managemnt				
	24 Hours, Day 1-7 Phone Supp				
	Standard Response Time				

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619604

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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Discounts

Government Header Discount % -20%	392.40-
Pre Payment HdrDisc% -2%	30.38-

*** Software Support ***

HPE Software Technical Unlimited Support SW Technical Support SW Electronic Support 24 Hrs Std Office Days 24 Hrs Day 6 24 Hrs Day 7 Holidays Covered Standard Response Access to Adv Tech Specialists					
BC795A	HP 3PAR 7400 Reporting Suite LTU			1	65.07
	Please note HPE can no longer support this item from: 10/31/2022				
BC796A	HP 3PAR 7400 App Suite for VMware LTU			1	65.07
	Please note HPE can no longer support this item from: 10/31/2022				
BC798A	HP 3PAR 7400 App Suite for SQL LTU			1	65.07
	Please note HPE can no longer support this item from: 10/31/2022				
BC773A	HP 3PAR 7400 OS Suite Base LTU			1	96.43
	Please note HPE can no longer support this item from: 10/31/2022				
BC774A	HPE 3PAR 7400 OS Suite Drv LTU			168	263.76
	Please note HPE can no longer support this item from: 10/31/2022				
BC775A	HPE 3PAR 7400 Replication Suite Base LTU			1	61.94
	Please note HPE can no longer support this item from: 10/31/2022				
BC776A	HPE 3PAR 7400 Replication Suite Drv LTU			168	263.76
	Please note HPE can no longer support this item from: 10/31/2022				
BC777A	HP 3PAR 7400 Data Opt Suite Base LTU			1	82.32
	Please note HPE can no longer support this item from: 10/31/2022				
BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU			168	263.76
	Please note HPE can no longer support this item from: 10/31/2022				
BC795A	HP 3PAR 7400 Reporting Suite LTU			1	65.07
	Please note HPE can no longer support this item from: 10/31/2022				
BC796A	HP 3PAR 7400 App Suite for VMware LTU			1	65.07
	Please note HPE can no longer support this item from: 10/31/2022				
BC798A	HP 3PAR 7400 App Suite for SQL LTU			1	65.07
	Please note HPE can no longer support this item from: 10/31/2022				
BC773A	HP 3PAR 7400 OS Suite Base LTU			1	96.43
	Please note HPE can no longer support this item from: 10/31/2022				
BC774A	HPE 3PAR 7400 OS Suite Drv LTU			168	263.76
	Please note HPE can no longer support this item from: 10/31/2022				
BC775A	HPE 3PAR 7400 Replication Suite Base LTU			1	61.94
	Please note HPE can no longer support this item from: 10/31/2022				

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619604

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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Discounts

Government Header Discount % -20%	945.20-
Pre Payment HdrDisc% -2%	77.62-

Summary of Charges

Hardware Support	1,539.22
Hardware Support Tax SC	0.00
SW Updates eDelivery	1,248.82
SW Updates eDelivery Tax SC	0.00
Software Support-Labor	2,454.36
Software Support-Labor Tax SC	196.35
TOTAL INCLUDING TAX	5,438.75

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Payment Schedule as of 05/21/2021**AMP ID: 80266386FCP****Settlement Period from: From: 11/01/2021 to: 10/31/2022**

Support Account Reference	11/01/2021
	10/31/2022
MXN3095559	62,908.80
Total for the period	
City of Columbia	62,908.80
Applicable tax to be added to the invoice.	

Print Date 05/21/2021**Page 19 / 19**

Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.

Contract Amendment #2

State of South Carolina Contract 4400014811

Security Management of SC, LLC

August 12, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Security Management of SC, LLC (Contractor) to add funding in the amount of \$800,000.00 (R211173) for security guard services for the term July 1, 2021 – June 30, 2022.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:

Name of Firm

Security Management of SC, LLC

City of Columbia

Office of the City Manager

Randy SturkeyTeresa Wilson, City Manager

Print Name

[Signature]

Signature

Signature

9-13-2021

Date

Date

Witness

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

9/9/2021



June 15, 2021

Randy Sturkey
Security Management of SC, LLC
2712 Middleburg Drive, Suite 207
Columbia, SC 29204

RE: Renewal for Security Management of SC, Contract

The awarded term on the above referenced contract is set to expire on June 30, 2021. This is a request for your consideration to renew the contract for the next optional term, July 1, 2021 through June 30, 2022. A separate amendment will follow to add funds to any subsequent purchase order(s) for the next fiscal year should you agree to this renewal request.

As a reminder, any contract renewal, extension and/or purchase order modification entered into by mutual agreement of the parties, shall also be subject to cancellation or termination provisions of the agreement without damages or further obligations when funds are not appropriated or otherwise made available to support the continuation of performance during any fiscal period.

This requested renewal is also subject to the approval by the City Manager or his authorized designee, and/or Columbia City Council.

Please annotate on the bottom of this letter, with your signature and date, if your company is in full agreement with this renewal request through June 30, 2022 with all terms and conditions remaining the same during the renewal period.

Also, please sign in blue ink, scan and email a copy of this signed letter to procurement@columbiasc.gov no later than 5:00 PM on Wednesday, June 25, 2021.

Thanking you in advance for your prompt attention to this matter. If any questions, please do not hesitate to contact me at (803) 545-4470.

Elizabeth Marsh

Elizabeth Marsh, Procurement Manager

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

I agree to renew the current contract for one year from July 1, 2021 to June 30, 2022. All other terms and conditions as outlined in Security Management of SC, Contract are applicable, fully and enforceable and will remain unchanged.

X Yes _____ No

*Please provide a comment below for any "No" responses or any exceptions being submitted to the City for further consideration.

Authorized Security Management of SC, LLC.

Randy Sturkey

Printed Name of Authorized
Company Representative

Randy Sturkey 06/25/2021
Signature/ Date

Comments: _____

Recommended for approval by:

Sandra A Middleton

06/15/2021

Sandra A. Middleton, CPPB
Purchasing Agent Signature

Date

Authorized Approver for the City of Columbia, SC:

Teresa B. Wilson

8/9/2021

Teresa B. Wilson
City Manager Signature

Date

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

APPROVED AS TO FORM

Legal Department City of Columbia, SC

6/22/21



CONTRACT FOR GOODS

This Contract is being awarded using the South Carolina State Contract# 4400018718

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 Blanchard Machinery with legal address and principal place of business at 3151 Charleston Highway, West Columbia SC 29172 (hereinafter referred to as the “Contractor”), for the purchase Compact Track Loader and Mini Excavator.

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 and DELIVERY** – The term of this CONTRACR is effective as of the latter date of the execution of this CONTRACR as shown by the signatures of the parties below, upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval of City Council, if applicable. This agreement is valid through June 30, 2022.

DELIVERY All items shall be delivered FOB Destination.

4. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of the Waste Water Maintenance Plant.

5. COMPENSATION – (See Exhibit A)

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Blanchard Machinery, shall not exceed One Hundred Eight Thousand, Two Hundred Sixty-Nine Dollars and Zero Cents, (\$108,269.00).
- 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 SOUTH CAROLINA STATE CONTRACT# 4400018718

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. South Carolina State Contract# 4400018718
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.

City of Columbia and Blanchard Machinery

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- 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.

City of Columbia and Blanchard Machinery

- 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

City of Columbia and Blanchard Machinery

provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

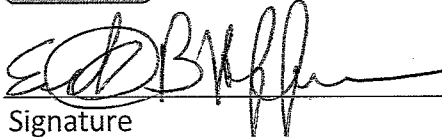
Teresa Wilson, City Manager

Date: _____

BLANCHARD MACHINERY

SIGN HERE

Erik B Hoffman
Print


Signature

Date: 9/24/2021

APPROVED AS TO FORM


Legal Department City of Columbia, SC

9/9/2021

City of Columbia and Blanchard Machinery

List of Exhibits

Exhibit A – Quote



CONTRACT FOR GOODS

This Contract is being awarded using the HGAC Contract #TP07-18

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 Schwalm USA LLC with legal address and principal place of business at 12 Woodruff Road Suite B-7, Greenville, SC 29067 (hereinafter referred to as the “Contractor”), for the purchase CIPP Liner Equipment with enclosed trailer.

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 / DELIVERY**
Title to goods and responsibility and liability for loss and/or damage in shipping pass to the City at delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by the City unless otherwise agreed to by Contractor.
4. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of the Wastewater Maintenance Plant.
5. **COMPENSATION** – (See Exhibit A)

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Public Works Equipment shall not exceed One Hundred Sixty-Five Thousand, Two Hundred Forty-Seven Dollars and Sixty-Five Cents, (\$165,247.65).
- 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 H-GAC Contract #TP07-18**
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. HGAC Contract #TP07-18
- 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.

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 Schwalm USA LLC

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.

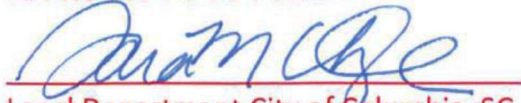
CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	

Schwalm USA LLC

_____	_____	Date: _____
Print	Signature	

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/8/2021

List of Exhibits

Exhibit A – Quote

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

Cooperative Agreement - Schwalm USA LLC - Public Services - 18-00378

18-00378

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER**'s payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the **END USER** at the time an **END USER** purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Schwalm USA LLC - Public Services - 18-00378
00378

18-

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Schwalm USA LLC, hereinafter referred to as the Contractor, having its principal place of business at 12 Woodruff Road Suite B-7, Greenville, SC 29607.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other Nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

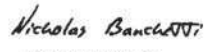
ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Schwalm USA, LLC

Signature 
B7EF48F41231484...

Name Nicholas Banchetti

Title COO

Date 6/25/2018

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/18/2018

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Attachment A Schwalm USA, LLC Trenchless Pipeline Rehabilitation Services Contract No.: TP07-18			
Item #	Unit	Pay Item Description	Price
A. Clean/TV and Evaluation for Gravity Pipelines			
A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	4.00
A2	LF	Sewer Main Television Inspection (18" through 24" Diameter)	6.00
A3	LF	Sewer Main Television Inspection (27" through 36" Diameter)	8.00
A4	LF	Sewer Main Television Inspection (42" through 48" Diameter)	12.00
A5	LF	Sewer Main Television Inspection (54" through 60" Diameter)	14.00
A6	LF	Sewer Main Television Inspection (66" through 72" Diameter)	22.00
A7	LF	Sewer Main Television Inspection (78" through 90" Diameter)	35.00
A8	LF	Sewer Main Television Inspection (96" through 108" Diameter)	40.00
A9	LF	Sewer Main Cleaning - Normal (8" through 15" Diameter)	4.00
A10	LF	Sewer Main Cleaning - Normal (18" through 24" Diameter)	6.00
A11	LF	Sewer Main Cleaning - Normal (27" through 36" Diameter)	8.00
A12	LF	Sewer Main Cleaning - Normal (42" through 48" Diameter)	12.00
A13	LF	Sewer Main Cleaning - Normal (54" through 60" Diameter)	14.00
A14	LF	Sewer Main Cleaning - Normal (66" through 72" Diameter)	22.00
A15	LF	Sewer Main Cleaning - Normal (78" through 90" Diameter)	35.00
A16	LF	Sewer Main Cleaning - Normal (96" through 108" Diameter)	40.00
A17	LF	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	6.00
A18	LF	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	8.00
A19	LF	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	25.00
A20	LF	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	35.00
A21	LF	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	38.00
A22	LF	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	55.00
A23	LF	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	80.00
A24	LF	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	110.00
A25	LF	6" Clean and TV storm sewer	5.52
A26	LF	8" Clean and TV storm sewer	5.52
A27	LF	10" Clean and TV storm sewer	6.90
A28	LF	12" Clean and TV storm sewer	6.90
A29	LF	15" Clean and TV storm sewer	9.66
A30	LF	18" Clean and TV storm sewer	13.80
A31	LF	21" Clean and TV storm sewer	16.56
A32	LF	24" Clean and TV storm sewer	19.32
A33	LF	27" Clean and TV storm sewer	20.70
A34	LF	30" Clean and TV storm sewer	27.60
A35	LF	33" Clean and TV storm sewer	34.50
A36	LF	36" Clean and TV storm sewer	41.40
A37	LF	42" Clean and TV storm sewer	55.20
A38	LF	48" Clean and TV storm sewer	69.00
A39	LF	54" Clean and TV storm sewer	82.80
A40	LF	60" Clean and TV storm sewer	100.00
A41	LF	66" Clean and TV storm sewer	115.00
A42	LF	72" Clean and TV storm sewer	130.00
A43	LF	78" Clean and TV storm sewer	145.00
A44	LF	84" Clean and TV storm sewer	160.00
A45	LF	90" Clean and TV storm sewer	175.00
A46	LF	96" Clean and TV storm sewer	190.00
A47	LF	102" Clean and TV storm sewer	205.00
A48	LF	108" Clean and TV storm sewer	220.00
A49	LF	114" Clean and TV storm sewer	235.00
A50	LF	Greater than 114" Clean and TV storm sewer	250.00
A51	LF	6" - 12" Post TV Inspection After Rehabilitation	5.00
A52	LF	14" - 20" Post TV Inspection After Rehabilitation	9.00
A53	LF	21" - 36" Post TV Inspection After Rehabilitation	12.00
A54	LF	37" - 42" Post TV Inspection After Rehabilitation	22.00
A55	LF	43" - 48" Post TV Inspection After Rehabilitation	32.00
A56	LF	49" - 54" Post TV Inspection After Rehabilitation	42.00
A57	LF	55" - 60" Post TV Inspection After Rehabilitation	52.00
A58	LF	61" - 72" Post TV Inspection After Rehabilitation	62.00
A59	LF	73" or Larger Post TV Inspection After Rehabilitation	4312.00
A60	EA	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	1078.00
A61	HR	Major Lift Station Cleaning - Additional Hours	1150.00
A62	EA	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	287.50
A63	HR	Minor Lift Station Cleaning - Additional Hours	500.00
A64	HR	Vactor Truck Services	90.00
A65	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	350.00
A66	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	300.00
A67	EA	Re-setup for TV Due to Point Repairs or Obstructions	8.00
A68	LF	Mechanical Root removal	3.22
A69	LF	Grease removal	690.00
A70	EA	Other Remote Obstruction removal (max. 5 lf)	1.84
A71	LF	Smoke Testing	184.00
A72	EA	Manhole/Cleanout & Sewer Line Visual Inspection	

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A73	EA	GPS Survey of Manholes & Cleanouts	400.00
A74	EA	Heavy Debris Removal - MAN ENTRY	250.00
A75	EA	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	500.00
A76	LF	Heavy Debris Removal - REMOTE ENTRY	1000.00
A77	EA	Dyed Water Flooding/Leak Quantification & Evaluation	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines			
B1	LF	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	405.00
B2	LF	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	430.00
B3	LF	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	460.00
B4	LF	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B5	LF	60" STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	678.00
B6	LF	66" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B7	LF	72" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B8	LF	78" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B9	LF	84" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1075.00
B10	LF	90" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B11	LF	96" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B12	LF	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B13	LF	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B14	LF	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B15	SF	NON ROUND SEWER PIPE	55.00
B16	LF	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	405.00
B17	LF	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	430.00
B18	LF	48" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	460.00
B19	LF	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B20	LF	60" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	678.00
B21	LF	66" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B22	LF	72" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B23	LF	78" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B24	LF	84" SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	1075.00
B25	LF	90" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B26	LF	96" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B27	LF	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B28	LF	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B29	LF	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B30	SF	EACH ADDITIONAL .5" Thickness	15.00
B31	SF(of WWF)	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	15.00
B32	LF(of Rebar)	REINFORCEMENT WITH REBAR- #3	10.00
B33	LF(of Rebar)	REINFORCEMENT WITH REBAR- #4	20.00
B34	LF(of Rebar)	REINFORCEMENT WITH REBAR- #8	40.00
B35	GALLON	INFILTRATION CONTROL- CHEMICAL GROUT	100.00
B36	PAIL	INFILTRATION CONTROL- QUAD-PLUG	50.00
B37	CF	REBUILD INVERT	75.00
B38	LF	JOINT PREPARATION	20.00
B39	SF	ANTIMICROBIAL APPLICATION	5.00
B40	CY	CHANNEL EXCAVATION	50.00
B41	CY	DEBRIS REMOVAL	65.00
B42	AC	CLEARING AND GRUBBING	4500.00
B43	EACH	TREE REMOVAL (6" - 12")	1500.00
B44	EACH	TREE REMOVAL (13" - 23")	3000.00
B45	EACH	TREE REMOVAL (> 24")	5000.00
B46	EACH	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	1200.00
B47	EACH	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines			
C1	LF	6" x 4.5mm STEAM / WATER CURE	36.80
C2	LF	8" x 6.0mm STEAM WATER CURE	34.96
C3	LF	10" x 6.0mm STEAM /WATER CURE	38.64
C4	LF	12" x 6.0mm STEAM /WATER CURE	53.36
C5	LF	15" x 7.5mm STEAM /WATER CURE	64.40
C6	LF	18" x 9.0mm STEAM/WATER CURE	78.20
C7	LF	21" x 9.0mm STEAM/WATER CURE	105.80
C8	LF	24" x 10.5mm STEAM/WATER CURE	128.80
C9	LF	27" x 10.5mm STEAM /WATER CURE	147.20
C10	LF	30" x 12.0mm STEAM /WATER CURE	174.80
C11	LF	33" x 12.0mm STEAM /WATER CURE	207.00
C12	LF	36" x 12.0mm STEAM /WATER CURE	230.00
C13	LF	42" x 13.5mm STEAM/WATER CURE	257.60
C14	LF	48" x 15.0mm STEAM /WATER CURE	432.40
C15	LF	54" x 18.0mm STEAM/WATER CURE	552.00
C16	LF	60" x 22.5mm STEAM /WATER CURE	650.00
C17	LF	6" & 8" Additional 1.5mm	0.92
C18	LF	10" & 12" Additional 1.5mm	4.60
C19	LF	15" & 18" Additional 1.5mm	13.80
C20	LF	21" & 24" Additional 1.5mm	23.00
C21	LF	27" Additional 1.5mm	27.60
C22	LF	30" Additional 1.5mm	32.20
C23	EA	33" Additional 1.5mm	36.80
C24	EA	36" Additional 1.5mm	41.40

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C25	EA	42" Additional 1.5mm	46.00
C26	EA	48" Additional 1.5mm	55.20
C27	EA	54" Additional 1.5mm	64.40
C28	EA	60" Additional 1.5mm	75.00
C29	EA	Internal reconnects on Cured-in-place pipe	276.00
C30	LF	6" & 8" Additional .7mm	4.00
C31	LF	10" & 12" Additional .7mm	7.00
C32	LF	15" Additional .7mm	9.00
C33	LF	18" Additional .7mm	10.00
C34	LF	21" Additional .7mm	12.00
C35	LF	24" Additional .7mm	14.00
C36	LF	27" Additional .7mm	15.00
C37	LF	30" Additional .7mm	17.00
C38	LF	33" Additional .7mm	18.00
C39	LF	36" Additional .7mm	20.00
C40	LF	42" Additional .7mm	29.00
C41	LF	48" Additional .7mm	42.00
C42	LF	6"-12" CIPP Set-up Charge	7.00
C43	LF	15"-18" CIPP Set-up Charge	12.00
C44	LF	21"-24" CIPP Set-up Charge	18.00
C45	LF	27"-36" CIPP Set-up Charge	24.00
C46	LF	42"-48" CIPP Set-up Charge	24.00
C47	LF	6" - 12" CIPP Additional Charge Per Install Length (>200')	36.00
C48	LF	15" - 18" CIPP Additional Charge Per Install Length (>200')	42.00
C49	LF	21" - 24" CIPP Additional Charge Per Install Length (>200')	42.00
C50	LF	27" - 36" CIPP Additional Charge Per Install Length (>200')	48.00
C51	LF	42" - 48" CIPP Additional Charge Per Install Length (>200')	54.00
C52	LF	6" to 12" Backyard Easement Additional Set-up Per Install Length	5.00
C53	LF	15" to 24" Backyard Easement Additional Set-up Per Install Length	10.00
C54	LF	27" to 48" Backyard Easement Additional Set-up Per Install Length	15.00
C55	EA	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C56	EA	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C57	EA	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C58	EA	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C59	EA	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C60	EA	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C61	LF	4"-6" Installation and cure of lateral liner from surface clean out to main	5980.00
C62	EA	4"-6" Set-up for installations of <20 each total	4600.00
C63	EA	4"-6" Set-up for installations of 20-50 each total	3220.00
C64	EA	4"-6" Set-up for installations of 51-150 each total	1840.00
C65	EA	6" - 12" CIPP Setup Charge (< 300 LF)	1000.00
C66	EA	15" - 21" CIPP Setup Charge (< 300 LF)	1500.00
C67	EA	24" - 36" CIPP Setup Charge (< 300 LF)	2000.00
C68	EA	36" or Larger CIPP Setup Charge (< 300 LF)	4000.00
C69	EA	Backyard Easement Setup (6" - 10")	2500.00
C70	EA	Backyard Easement Setup (12" - 18")	3500.00
C71	SY	Timber Matting for Large Diameter Setup	75.00
D. Pipe Bursting Rehabilitation for Sewer Lines			
D1	LF	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	55.00
D2	LF	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	61.00
D3	LF	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	66.00
D4	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	63.00
D5	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	66.00
D6	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	70.00
D7	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	72.00
D8	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	78.00
D9	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	83.00
D10	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	81.00
D11	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	85.00
D12	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	90.00
D13	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	130.00
D14	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	142.00
D15	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	165.00
D16	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	160.00
D17	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	188.00
D18	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	200.00
D19	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	190.00
D20	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	224.00
D21	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	255.00
D22	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	240.00
D23	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	270.00
D24	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	300.00
D25	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	285.00
D26	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	300.00
D27	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	334.00
D28	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	305.00
D29	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	340.00
D30	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	375.00
D31	EA	8" - 12" Pipeburst Setup Charge (< 300 LF)	3500.00

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D32	EA	16" - 22" Pipeburst Setup Charge (< 300 LF)	4000.00
D33	EA	24" or Larger Pipeburst Setup Charge (< 300 LF)	6500.00
E. Pipe Bursting Rehabilitation for Water Lines			
E1	LF	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	65.00
E2	LF	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	80.00
E3	LF	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	95.00
E4	LF	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	115.00
E5	LF	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	135.00
E6	LF	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	165.00
E7	EA	6" Flow Stop	6500.00
E8	EA	8" Flow Stop	7200.00
E9	EA	10" Flow Stop	8800.00
E10	EA	12" Flow Stop	10500.00
E11	EA	3/4" Service Tap, Install on 4"-8" Waterline	1000.00
E12	EA	1" Service Tap, Install on 4"-8" Waterline	1200.00
E13	EA	1.5" Service Tap, Install on 4"-8" Waterline	1450.00
E14	EA	2" Service Tap, Install on 4"-8" Waterline	2000.00
E15	EA	3/4" Service Tap, Install on 10"-12" Waterline	1000.00
E16	EA	1" Service Tap, Install on 10"-12" Waterline	1200.00
E17	EA	1.5" Service Tap, Install on 10"-12" Waterline	1450.00
E18	EA	2" Service Tap, Install on 10"-12" Waterline	2000.00
E19	EA	Install 4"-8" tee, to any size	3600.00
E20	EA	Install 10"-12" tee, to any size	4800.00
E21	EA	Install 4"-8" mechanical joint wet connection, to any size	2750.00
E22	EA	Install 10"-12" wet connection, to any size	6000.00
E23	LF	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	305.00
E24	LF	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	595.00
E25	CY	Annual and void space grouting	200.00
E26	EA	Install 1" Corporation Stop with Valve Box	400.00
E27	EA	Install 2" Corporation Stop with Valve Box	700.00
E28	EA	Install 4" gate valve & box	600.00
E29	EA	Install 6" gate valve & box	800.00
E30	EA	Install 8" gate valve & box	1200.00
E31	EA	Install 12" gate valve & box	2200.00
E32	EA	Install 8"x2" service saddle	900.00
E33	EA	Install 12"x1" service saddle	1200.00
E34	EA	Install 12"x2" service saddle	1300.00
E35	EA	Connect new 1" water line w/existing 1" water line	400.00
E36	EA	Connect new 2" water line w/existing 2" water line	500.00
E37	EA	Connect new 4" water line w/existing 4" water line	600.00
E38	EA	Connect new 6" water line w/existing 6" water line	700.00
E39	EA	Connect new 8" water line w/existing 8" water line	800.00
E40	EA	Connect new 12" water line w/existing 12" water line	1000.00
E41	EA	Install 3/4 inch service connections	525.00
E42	EA	Remove and dispose of existing fire hydrant	500.00
E43	EA	Salvage existing fire hydrant and re-install in new location	3200.00
E44	TON	Repair pavement with cold mix asphalt	150.00
E45	EA	Furnish and install 8" x 6" ductile iron fire hydrant tee	535.00
E46	EA	Furnish and install 6" ductile iron pipe fire hydrant lead piping	625.00
E47	EA	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	4500.00
F. Slip-lining With HDPE or FRP Rehabilitation			
F1	LF	6" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F2	LF	6" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F3	LF	6" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F4	LF	8" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F5	LF	8" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F6	LF	8" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F7	LF	10" HDPE IPS SDR 21 (0'- 8' deep)	50.60
F8	LF	10" HDPE IPS SDR 21 (8'- 12' deep)	55.20
F9	LF	10" HDPE IPS SDR 21 (12'- 16' deep)	59.80
F10	LF	12" HDPE IPS SDR 21 (0'- 8' deep)	59.80
F11	LF	12" HDPE IPS SDR 21 (8'- 12' deep)	64.40
F12	LF	12" HDPE IPS SDR 21 (12'- 16' deep)	69.00
F13	LF	16" HDPE IPS SDR 21 (0'- 8' deep)	69.00
F14	LF	16" HDPE IPS SDR 21 (8'- 12' deep)	78.20
F15	LF	16" HDPE IPS SDR 21 (12'- 16' deep)	92.00
F16	LF	18" HDPE IPS SDR 21 (0'- 8' deep)	82.80
F17	LF	18" HDPE IPS SDR 21 (8'- 12' deep)	92.00
F18	LF	18" HDPE IPS SDR 21 (12'- 16' deep)	110.40
F19	LF	20" HDPE IPS SDR 21 (0'- 8' deep)	110.40
F20	LF	20" HDPE IPS SDR 21 (8'- 12' deep)	119.60
F21	LF	20" HDPE IPS SDR 21 (12'- 16' deep)	133.40
F22	LF	24" HDPE IPS SDR 21 (0'- 8' deep)	128.80
F23	LF	24" HDPE IPS SDR 21 (8'- 12' deep)	138.00
F24	LF	24" HDPE IPS SDR 21 (12'- 16' deep)	151.80
F25	LF	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	253.00
F26	LF	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	276.00
F27	LF	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	322.00

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F28	LF	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	368.00
F29	LF	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	506.00
F30	LF	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	552.00
F31	LF	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	736.00
F32	LF	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	920.00
F33	LF	27" Installation of FRP or SRPCP segments <10lf joints	303.60
F34	LF	30" Installation of FRP or SRPCP segments <10lf joints	331.20
F35	LF	36" Installation of FRP or SRPCP segments <10lf joints	386.40
F36	LF	42" Installation of FRP or SRPCP segments <10lf joints	441.60
F37	LF	48" Installation of FRP or SRPCP segments <10lf joints	607.20
F38	LF	54" Installation of FRP or SRPCP segments <10lf joints	662.40
F39	LF	60" Installation of FRP or SRPCP segments <10lf joints	883.20
F40	LF	72" Installation of FRP or SRPCP segments <10lf joints	1104.00
F41	LS	27" Set-up for contiguous installations < 150 lf	920.00
F42	LS	30" Set-up for contiguous installations < 150 lf	1840.00
F43	LS	36" Set-up for contiguous installations < 150 lf	1840.00
F44	LS	42" Set-up for contiguous installations < 150 lf	1840.00
F45	LS	48" Set-up for contiguous installations < 150 lf	1840.00
F46	LS	54" Set-up for contiguous installations < 150 lf	1840.00
F47	LS	60" Set-up for contiguous installations < 150 lf	1840.00
F48	LS	72" Set-up for contiguous installations < 150 lf	1840.00
F49	CUFT	All Sizes Annular space grouting cement slurry base	60.00
F50	LS	All Sizes Set-up for annular space grouting <100 cubic feet	5000.00
F51	LB	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc. (500lb.min)	92.00

G. Manhole and Structure Rehabilitation

G1	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.	
G2	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	150.00
G3	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	160.00
G4	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	170.00
G5	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	200.00
G6	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	230.00
G7	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	260.00
G8	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	300.00
G9	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	350.00
G10	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	400.00
G11	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	400.00
G12	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	450.00
G13	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	500.00
G14	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	600.00
G15	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	650.00
G16	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	700.00
G17	EA	Rebuild Bench and Invert	1000.00
G18	SQFT	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	80.00
G19	SQFT	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	175.00
G20	SQFT	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	25.00
G21	SQFT	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	145.00
G22	SQFT	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	40.00
G23	SQFT	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	80.00
G24	SQFT	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	175.00
G25	SQFT	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	25.00
G26	SQFT	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	145.00
G27	SQFT	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	40.00
G28	EA	Vacuum Test Manhole (12" mainline or smaller)	400.00
G29	EA	Holiday Test Manhole (Epoxy Only)	400.00
G30	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	35.00
G31	VF	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	400.00
G32	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	80.00
G33	VF	Manhole Rehabilitation - w/1 inch Geopolymer	400.00
G34	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	145.00
G35	EA	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	1800.00
G36	VF	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	400.00
G37	SQFT	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	90.00
G38	SQFT	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	90.00
G39	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	90.00
G40	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	90.00
G41	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	90.00
G42	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	90.00
G43	LS	All Sizes Set-up for install of poured in place MH structure <100 sq ft	1380.00

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G44	EA	All Sizes Installation of Manhole Chimney Seal	552.00
G45	EA	New manhole frame and cover-24"	850.00
G46	EA	New manhole frame and cover-32"	1500.00
G47	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	1600.00
G48	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	1920.00
G49	EA	Adjust manhole frame and cover up to 1 Ft	950.00
G50	VF	Adjust manhole frame and cover over 1 Ft	500.00
G51	EACH	Invert Installation, 4' Dia.	1400.00
G52	EACH	Invert Installation, 5' Dia.	1500.00
G53	EACH	Invert Installation, 6' Dia.	1700.00
G54	SF	Invert Installation, Other Configurations	2500.00
H. Excavation and Associated Items.			
H1	EA	6" - 8" Point repair (0'-8' deep)	4830.00
H2	EA	6" - 8" Point repair (8'-12' deep)	5520.00
H3	EA	6" - 8" Point repair (12'-16' deep)	10350.00
H4	EA	10" - 12" Point repair (0'-8' deep)	5060.00
H5	EA	10" - 12" Point repair (8'-12' deep)	5750.00
H6	EA	10" - 12" Point repair (12'-16' deep)	11500.00
H7	EA	15" - 18" Point repair (0'-8' deep)	6900.00
H8	EA	15" - 18" Point repair (8'-12' deep)	8050.00
H9	EA	15" - 18" Point repair (12'-16' deep)	13800.00
H10	EA	21" - 24" Point repair (0'-8' deep)	13800.00
H11	EA	21" - 24" Point repair (8'-12' deep)	16100.00
H12	EA	21" - 24" Point repair (12'-16' deep)	20700.00
H13	LF	6" - 8" Point repair extra length over 10 linear feet	89.70
H14	LF	10" - 12" Point repair extra length over 10 linear feet	89.70
H15	LF	15" - 18" Point repair extra length over 10 linear feet	138.00
H16	LF	21" - 24" Point repair extra length over 10 linear feet	207.00
H17	EA	Obstruction Removal (0'-12' deep)	3450.00
H18	EA	Obstruction Removal (12'-15' deep)	5750.00
H19	EA	External reconnect (0'-8' deep) up to 5 linear feet	1265.00
H20	EA	External reconnect (8'-12' deep) up to 5 linear feet	1725.00
H21	EA	External reconnect (12'-16' deep) up to 5 linear feet	4025.00
H22	EA	External reconnect (16'-20' deep) up to 5 linear feet	9775.00
H23	EA	External reconnect (over 20' deep) up to 5 linear feet	14375.00
H24	LF	Extra length service connection over 5 linear feet	127.00
H25	EA	Remove and replace or install cleanout	1840.00
H26	LF	New pipe installation by open cut 6" - 8" (0'-8' deep)	75.00
H27	LF	New pipe installation by open cut 6" - 8" (8'-12' deep)	80.00
H28	LF	New pipe installation by open cut 6" - 8" (12'-16' deep)	105.00
H29	LF	New pipe installation by open cut 10" - 12" (0'-8' deep)	79.00
H30	LF	New pipe installation by open cut 10" - 12" (8'-12' deep)	86.00
H31	LF	New pipe installation by open cut 10" - 12" (12'-16' deep)	115.00
H32	LF	New pipe installation by open cut 15" - 18" (0'-8' deep)	125.00
H33	LF	New pipe installation by open cut 15" - 18" (8'-12' deep)	145.00
H34	LF	New pipe installation by open cut 15" - 18" (12'-16' deep)	165.00
H35	LF	New pipe installation by open cut 21" - 24" (0'-8' deep)	145.00
H36	LF	New pipe installation by open cut 21" - 24" (8'-12' deep)	165.00
H37	LF	New pipe installation by open cut 21" - 24" (12'-16' deep)	185.00
H38	EA	Mobilization for open cut WO under 200' of pipe	2500.00
H39	EA	Connection to existing manhole for open cut installation	2000.00
H40	EA	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	3500.00
H41	EA	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	3640.00
H42	EA	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	3780.00
H43	EA	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	4060.00
H44	EA	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	4340.00
H45	EA	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	4760.00
H46	EA	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	5320.00
H47	EA	Access Pit (0'-8' deep)	2875.00
H48	EA	Access Pit (8'-12' deep)	4025.00
H49	EA	Access Pit (12'-16' deep)	7475.00
H50	EA	Access Pit (16'-20' deep)	9775.00
H51	EA	Access Pit (over 20' deep)	15000.00
H52	EA	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	2300.00
H53	EA	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	2875.00
H54	EA	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	4025.00
H55	EA	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	7475.00
H56	LF	Trench safety (0-8' deep)	5.75
H57	LF	Trench safety (8-12' deep)	9.00
H58	LF	Trench safety (12-16' deep)	20.00
H59	LF	Trench safety (16-20' deep)	35.00
H60	LF	Trench safety over 20' deep	100.00
H61	EA	Install New 4' DIA precast manhole 0' - 6' deep	5980.00
H62	VF	Extra depth 4' DIA precast manhole over 6' deep	633.00
H63	EA	Install New 5' DIA precast manhole 0' - 6' deep	7820.00
H64	VF	Extra depth 5' DIA precast manhole over 6' deep	863.00
H65	EA	Install New 6' DIA precast manhole 0' - 6' deep	11270.00
H66	VF	Extra depth 6' DIA precast manhole over 6' deep	1214.00
H67	EA	Install New 4' DIA fiberglass manhole 0' - 6' deep	6325.00

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H68	VF	Extra depth 4' DIA fiberglass manhole over 6' deep	633.00
H69	EA	Install New 5' DIA fiberglass manhole 0' - 6' deep	8050.00
H70	VF	Extra depth 5' DIA fiberglass manhole over 6' deep	914.00
H71	EA	Install New 6' DIA fiberglass manhole 0' - 6' deep	13800.00
H72	VF	Extra depth 6' DIA fiberglass manhole over 6' deep	1214.00
H73	EA	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	14375.00
H74	VF	Extra Depth Type B Structure, greater than 6' depth	863.00
H75	EA	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	14375.00
H76	VF	Extra Depth Type C Structure, greater than 6' depth	863.00
H77	TON	Cement stabilized sand	44.00
H78	TON	Granular backfill/Crushed Rock	41.00
H79	CY	Flowable Fill	167.00
H80	EA	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	8625.00
H81	LF	Extra length dewatering over 20 linear feet	100.00
H82	DAY	Operation Maintain Well Points by the Day	978.00
H83	CY	Extra hand excavation	144.00

I. Horizontal Directional Drilling (HDD)

I1	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	38.79
I2	IN/DIA/LF	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	38.79
I3	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	45.00
I4	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	46.88
I5	IN/DIA/LF	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	5.63
I6	IN/DIA/LF	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	43.28
I7	IN/DIA/LF	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	43.28
I8	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	48.91
I9	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	59.21
I10	IN/DIA/LF	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	8.13
I11	IN/DIA/LF	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	46.88
I12	IN/DIA/LF	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	46.88
I13	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	50.68
I14	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	70.31
I15	IN/DIA/LF	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	13.75
I16	IN/DIA/LF	15"-18" Installation of pipe clay ground conditions (pipe cost excluded)	160.71
I17	IN/DIA/LF	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	160.71
I18	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	208.34
I19	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	225.00
I20	IN/DIA/LF	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	26.04
I21	IN/DIA/LF	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	187.50
I22	IN/DIA/LF	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded)	187.50
I23	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	255.69
I24	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	312.50
I25	IN/DIA/LF	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	31.96
I26	EA	Access Pit for Directional Drill (0'-8' deep)	1106.25
I27	EA	Access Pit for Directional Drill (8'-12' deep)	1666.25
I28	EA	Access Pit for Directional Drill (12'-16' deep)	2962.50
I29	EA	Access Pit for Directional Drill (16'-20' deep)	5556.25
I30	LS	2"-4" Set-up for contiguous lengths <150 lf	3625.00
I31	LS	6"-8" Set-up for contiguous lengths <150 lf	3625.00
I32	LS	10"-12" Set-up for contiguous lengths <150 lf	3625.00
I33	LS	15"-18" Set-up for contiguous lengths <150 lf	3625.00
I34	LS	21"-24" Set-up for contiguous lengths <150 lf	3625.00
I35	LS	27"-36" Set-up for contiguous lengths <150 lf	3625.00

J. Bypass Pumping for Gravity Pipe and Associated Items.

J1	EA	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	2559.00
J2	EA	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	4800.00
J3	EA	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	11000.00
J4	EA	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	17400.00
J5	EA	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	27000.00
J6	LF	Additional Length 8" Bypass Discharge Line over 1000 feet	36.00
J7	LF	Additional Length 10" Bypass Discharge Line over 1000 feet	48.00
J8	LF	Additional Length 12" Bypass Discharge Line over 1000 feet	88.00
J9	LF	Additional Length 18" Bypass Discharge Line over 1000 feet	132.00
J10	DAY	Operate 4" pumping System per pump	500.00
J11	DAY	Operate 6" pumping System per pump	2880.00
J12	DAY	Operate 8" pumping System per pump	5640.00
J13	DAY	Operate 12" pumping System per pump	8840.00
J14	DAY	Operate 18" pumping System per pump	17760.00
J15	DAY	Bypass - Driveway Ramp (Setup, Operate, Maintain)	3000.00
J16	DAY	Bypass - Street Ramp (Setup, Operate, Maintain)	3000.00
J17	LF	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	92.00
J18	LF	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	92.00
J19	LF	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	92.00
J20	DAY	PIPE FUSION MACHINE 6"-18"	625.00
J21	DAY	PIPE FUSION MACHINE 4" - 12"	550.00
J22	DAY	PUMP 3" SELF PRIME - DIESEL	87.50
J23	DAY	PUMP 3" VENTURI PRIME - DIESEL	106.00
J24	DAY	PUMP 4" VAC ASSIST - DIESEL	148.00
J25	DAY	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	153.00

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J26	DAY	PUMP 6" VAC ASSIST - DIESEL	163.00
J27	DAY	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	191.00
J28	DAY	PUMP 8" VENTURI PRIME - DIESEL	258.00
J29	DAY	PUMP 8" SUPER VENTURI PRIME - DIESEL	258.00
J30	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	258.00
J31	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	450.00
J32	DAY	PUMP 12" VENTURI PRIME - DIESEL	430.00
J33	DAY	PUMP 12" VAC ASSIST - DIESEL	430.00
J34	DAY	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	600.00
J35	DAY	PUMP 12" SUPERVAC ASSIST - DIESEL	430.00
J36	DAY	PUMP 12" DBA-SILNCER SUPER VAC ASSIST-DSL	600.00
J37	DAY	PUMP 14" VAC ASSIST - DIESEL	758.00
J38	DAY	PUMP 18" VAC ASSIST - DIESEL	1225.00
J39	DAY	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	875.00
J40	DAY	PUMP 10X8 VAC ASSIST - DIESEL	438.00
J41	DAY	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	625.00
J42	DAY	PUMP 1" TO 1.5" AOD - POLY	67.00
J43	DAY	PUMP 2" AOD - ALUMINUM	47.00
J44	DAY	PUMP 2" AOD - STAINLESS	95.00
J45	DAY	PUMP 2" AOD - POLY	116.00
J46	DAY	PUMP 3" AOD - ALUMINUM	53.00
J47	DAY	PUMP 3" AOD - STAINLESS	116.00
J48	DAY	PUMP 2" TRASH	75.00
J49	DAY	PUMP 3" TRASH	106.00
J50	DAY	PUMP 4" TRASH	147.00
J51	DAY	PUMP 4" HYDRAULIC HEAD - VORTEX	125.00
J52	DAY	4" HYDRAULIC PUMP HEAD - CAST IRON	125.00
J53	DAY	4" HYDRAULIC PUMP HEAD - SLUDGE	125.00
J54	DAY	6" HYDRAULIC PUMP HEAD - CAST IRON	150.00
J55	DAY	6" HYDRAULIC PUMP HEAD - STAINLESS	150.00
J56	DAY	6" HYDRAULIC PUMP HEAD - SLUDGE	150.00
J57	DAY	8" HYDRAULIC PUMP HEAD - CAST IRON	188.00
J58	DAY	12" HYDRAULIC PUMP HEAD - CAST IRON	250.00
J59	DAY	25HP HYDRAULIC POWER UNIT	188.00
J60	DAY	65HP HYDRAULIC POWER UNIT	250.00
J61	DAY	150HP HYDRAULIC POWER UNIT	584.00
J62	DAY	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	250.00
J63	DAY	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	375.00
J64	DAY	GATE VALVE 6" AND UNDER STAINLESS STEEL	20.00
J65	DAY	GATE VALVE 8"	19.00
J66	DAY	GATE VALVE 8" STAINLESS STEEL	38.00
J67	DAY	GATE VALVE 12"	7.00
J68	DAY	GATE VALVE 12" STAINLESS STEEL	28.00
J69	DAY	GATE VALVE 14"	20.00
J70	DAY	18" KNIFE GATE VALVE	185.00
J71	DAY	GATE VALVE 12"	7.00
J72	DAY	4" CHECK VALVE	16.00
J73	DAY	12" CHECK VALVE	47.00
J74	DAY	STANDALONE PUMP MANIFOLD	188.00
J75	DAY	HOSE 2X20 PVC SUCTION - CAMLOCK	12.00
J76	DAY	HOSE 2X20 RUBBER SUCTION - CAMLOCK	12.00
J77	DAY	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	12.00
J78	DAY	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	9.00
J79	DAY	HOSE 3X20 PVC SUCTION - CAMLOCK	33.00
J80	DAY	HOSE 3X20 TANK TRUCK - CAMLOCK	33.00
J81	DAY	HOSE 3X20 RUBBER SUCTION - CAMLOCK	33.00
J82	DAY	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	10.00
J83	DAY	HOSE 4X10 RUBBER SUCTION - QC	19.00
J84	DAY	HOSE 4X20 PVC SUCTION - CAMLOCK	14.00
J85	DAY	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	24.00
J86	DAY	HOSE 4X20 OSD - FLANGED	31.00
J87	DAY	HOSE 4X20 TANK TRUCK - FLANGED	31.00
J88	DAY	HOSE 4X20 TANK TRUCK - CAMLOCK	24.00
J89	DAY	HOSE 4X20 RUBBER SUCTION - CAMLOCK	24.00
J90	DAY	HOSE 4X20 RUBBER SUCTION - QC	24.00
J91	DAY	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	24.00
J92	DAY	HOSE 4X50 LAYFLAT DISCHARGE - QC	24.00
J93	DAY	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	24.00
J94	DAY	HOSE 6X10 RUBBER SUCTION - CAMLOCK	24.00
J95	DAY	HOSE 6X10 RUBBER SUCTION - QC	24.00
J96	DAY	HOSE 6X20 PVC SUCTION - CAMLOCK	24.00
J97	DAY	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	44.00
J98	DAY	HOSE 6X20 KANAFLEX SUCTION - QC	44.00
J99	DAY	HOSE 6X20 COMPOSITE OSD - FLANGED	44.00
J100	DAY	HOSE 6X20 OSD - FLANGED	44.00
J101	DAY	HOSE 6X20 TANK TRUCK - CAMLOCK	44.00
J102	DAY	HOSE 6X20 RUBBER SUCTION - CAMLOCK	44.00
J103	DAY	HOSE 6X20 RUBBER SUCTION - QC	44.00
J104	DAY	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	44.00
J105	DAY	HOSE 6X50 LAYFLAT DISCHARGE - QC	44.00

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J106	DAY	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	44.00
J107	DAY	HOSE 8X10 KANAFLEX SUCTION - QC	75.00
J108	DAY	HOSE 8X10 RUBBER SUCTION - QC	50.00
J109	DAY	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	50.00
J110	DAY	HOSE 8X20 KANAFLEX SUCTION - QC	50.00
J111	DAY	HOSE 8X20 COMPOSITE OSD - FLANGED	50.00
J112	DAY	HOSE 8X20 OSD - FLANGED	50.00
J113	DAY	HOSE 8X20 RUBBER SUCTION - QC	50.00
J114	DAY	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	50.00
J115	DAY	HOSE 8X50 LAYFLAT DISCHARGE - QC	50.00
J116	DAY	HOSE 8X50 RUBBER DISCHARGE - QC	50.00
J117	DAY	HOSE 10X20 OSD - FLANGED	57.00
J118	DAY	HOSE 12X10 STAINLESS - FLANGED	125.00
J119	DAY	HOSE 12X10 OSD - FLANGED	83.00
J120	DAY	HOSE 12X10 RUBBER SUCTION - FLANGED	83.00
J121	DAY	HOSE 12X10 RUBBER SUCTION - QC	83.00
J122	DAY	HOSE 12X20 OSD - FLANGED	75.00
J123	DAY	HOSE 12X20 RUBBER SUCTION - QC	83.00
J124	DAY	HOSE 12X25 OSD - FLANGED	74.00
J125	DAY	HOSE 12X25 OSD DISCHARGE - FLANGED	74.00
J126	DAY	HOSE 12X30 OSD DISCHARGE - FLANGED	148.00
J127	DAY	HOSE 14X10 OSD - FLANGED	148.00
J128	DAY	HOSE 14X20 OSD - FLANGED	144.00
J129	DAY	6 X 6 CONTAINMENT BERM	63.00
J130	DAY	8" 45 DEGREE QC ELBOW FITTING	19.00
J131	DAY	8" 90 DEGREE BAUER FITTING	19.00
J132	DAY	1 X 50 HYD HOSE	113.00
J133	DAY	1-1/4 X 50 HYDRAULIC HOSE	113.00
J134	DAY	FLANGED REDUCERS (ALL SIZES)	13.00
J135	DAY	Y'S	7.00
J136	DAY	T'S	13.00
J137	DAY	STRAINERS (ALL SIZES)	7.00
J138	DAY	BUTTERFLY VALVES	19.00
J139	DAY	90'S	25.00
J140	DAY	45'S	25.00
J141	DAY	4" ISOLATION VALVE	19.00
J142	DAY	GATE VALVE 6" AND UNDER	17.00
J143	DAY	12" HDPE 90	19.00
J144	DAY	SUCTION/DISCHARGE MANIFOLD	125.00
J145	DAY	12 X 12 CONTAINMENT BERM	125.00
J146	DAY	12"-18" PIPE PLUG	51.00
J147	DAY	4 X 10 BAUER PIPE	19.00
J148	DAY	6 X 10 BAUER PIPE	19.00
J149	DAY	6 X 20 BAUER PIPE	25.00
J150	DAY	8 X 10 BAUER PIPE	25.00
J151	DAY	8 X 20 BAUER PIPE	25.00
J152	DAY	10' BRIDGE STYLE ROAD CROSSING	375.00
J153	DAY	12" ROAD CROSSING	73.00
J154	DAY	12" ROAD CROSSING DOUBLE WIDE	125.00
J155	DAY	8" ROAD CROSSING	125.00
J156	DAY	10" ROAD CROSSING DOUBLE WIDE	125.00
J157	DAY	12" ROAD CROSSING	125.00
J158	DAY	12" ROAD CROSSING DOUBLE WIDE	125.00
J159	DAY	18" ROAD CROSSING	188.00
J160	DAY	12 X 10 TYPE A BAUER PIPE	25.00
J161	DAY	JET ROD	89.00
J162	DAY	15" - 30" PIPE PLUG	89.00
J163	DAY	WELLPOINT RISER	5.00
J164	DAY	SWING ARM ASSEMBLY	5.00
J165	DAY	8" WELLPOINT HEADER PVC	25.00
J166	DAY	8" SCHEDULE 40 PVC 90	12.00
J167	DAY	8" SCHEDULE 40 PVC TEE	12.00
J168	DAY	6X20 WELLPOINT HEADER PIPE	19.00
J169	DAY	6" - 20" FUSION MACHINE	625.00
J170	LF	8" HDPE PIPE DR17	5.00
J171	DAY	12X8 HDPE REDUCER	13.00
J172	LF	12" HDPE PIPE SDR 17	5.00
J173	LF	12" HDPE PIPE SDR 26	5.00
J174	DAY	14" HDPE 14 X 12 REDUCER	8.00
J175	DAY	18X12 HDPE REDUCER	8.00
J176	DAY	18" HDPE 90	8.00
J177	DAY	18" HDPE SDR 32.5	3.00
J178	DAY	18" HDPE FLG W/BACKUP RING	8.00
J179	DAY	18" HDPE 45 BEND	8.00
J180	DAY	18" KNIFE VALVE	63.00
J181	DAY	HDPE 45'S	3.00
J182	DAY	HDPE 90'S	3.00
J183	LF	18" HDPE PIPE DR17	5.00
J184	DAY	24" - 48" PIPE PLUG	160.00
J185	DAY	8" PIPE PLUG	20.00

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J186	DAY	10" PIPE PLUG	24.00
J187	DAY	12" PIPE PLUG	27.00
J188	DAY	36" - 60" PIPE PLUG	297.00
J189	DAY	12" FLNG TEE FLOAT HDPE	7.00
J190	DAY	18 HDPE FLOATING TEE SUCTION	10.00
J191	DAY	18" X 4" SADDLE	19.00
J192	DAY	4" QC 45 BEND	7.00
J193	DAY	4" QC 90 BEND	7.00
J194	DAY	END CAP 6"	7.00
J195	DAY	6" QC FLG X SOCKET	5.00
J196	DAY	6" QC TEE	3.00
J197	DAY	6" QC 45 BEND	5.00
J198	DAY	16" HDPE PIPE	3.00
J199	DAY	6" QC 90 BEND	5.00
J200	DAY	8" QC FLG X SOCKET	3.00
J201	DAY	8X12 QC ENLARGER	5.00
J202	DAY	8"QC MPT X BALL	5.00
J203	DAY	8 X 6 QC REDUCER	5.00
J204	DAY	8" QC STRAINER	7.00
J205	DAY	8" QC TEE	3.00
J206	DAY	8" QC 45 BEND	3.00
J207	DAY	8" QC FLG X BALL	15.00
J208	DAY	8" QC 90 BEND	3.00
J209	DAY	FLOAT SWITCH	9.00
J210	DAY	8 X 20 QCP PIPE DR26	25.00
J211	DAY	12" QC 90	5.00
J212	DAY	12" QC 45	5.00
J213	DAY	FITTING ELBOW 4" 90 DEGREES	7.00
J214	DAY	FITTING ELBOW 8" 90 DEGREES	19.00
J215	DAY	PUMP HYDROSTATIC TEST 10K PSI AIR	43.00
J216	DAY	PUMP HYDROSTATIC TEST 8K PSI	59.00
J217	DAY	HOSE 8' PUMP HYDROSTATIC TEST	73.00
J218	8HR	PUMP WATCH PER 8 HOUR SHIFT	2000.00
J219	HOUR	HYDROSTATIC TESTING OF PIPING	400.00
J220	HOUR	24 HOUR SYSTEM TEST	400.00
J221	DAY	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	2400.00
J222	DAY	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	3000.00
J223	DAY	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4300.00
J224	DAY	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4200.00
J225	DAY	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	5500.00
J226	DAY	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	1500.00

K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems

K1	LF	6" Installation of Pressure Pipe Lining (Potable)	360.00
K2	LF	8" Installation of Pressure Pipe Lining (Potable)	405.00
K3	LF	10" Installation of Pressure Pipe Lining (Potable)	465.00
K4	LF	12" Installation of Pressure Pipe Lining (Potable)	516.00
K5	LF	15" Installation of Pressure Pipe Lining (Potable)	585.00
K6	LF	18" Installation of Pressure Pipe Lining (Potable)	705.00
K7	LF	21" Installation of Pressure Pipe Lining (Potable)	786.00
K8	LF	24" Installation of Pressure Pipe Lining (Potable)	879.00
K9	LF	27" Installation of Pressure Pipe Lining (Potable)	960.00
K10	LF	30" Installation of Pressure Pipe Lining (Potable)	1185.00
K11	LF	33" Installation of Pressure Pipe Lining (Potable)	1380.00
K12	LF	36" Installation of Pressure Pipe Lining (Potable)	1518.00
K13	LF	39" Installation of Pressure Pipe Lining (Potable)	1746.00
K14	LF	42" Installation of Pressure Pipe Lining (Potable)	2070.00
K15	LF	48" Installation of Pressure Pipe Lining (Potable)	2760.00
K16	LF	54" Installation of Pressure Pipe Lining (Potable)	3300.00
K17	LF	6" Reinforced Pressure Pipe Lining (Non-Potable)	270.00
K18	LF	8" Reinforced Pressure Pipe Lining (Non-Potable)	330.00
K19	LF	10" Reinforced Pressure Pipe Lining (Non-Potable)	390.00
K20	LF	12" Reinforced Pressure Pipe Lining (Non-Potable)	450.00
K21	LF	15" Reinforced Pressure Pipe Lining (Non-Potable)	510.00
K22	LF	18" Reinforced Pressure Pipe Lining (Non-Potable)	630.00
K23	LF	21" Reinforced Pressure Pipe Lining (Non-Potable)	696.00
K24	LF	24" Reinforced Pressure Pipe Lining (Non-Potable)	855.00
K25	LF	27" Reinforced Pressure Pipe Lining (Non-Potable)	960.00
K26	LF	30" Reinforced Pressure Pipe Lining (Non-Potable)	1095.00
K27	LF	33" Reinforced Pressure Pipe Lining (Non-Potable)	1290.00
K28	LF	36" Reinforced Pressure Pipe Lining (Non-Potable)	1518.00
K29	LF	39" Reinforced Pressure Pipe Lining (Non-Potable)	1665.00
K30	LF	42" Reinforced Pressure Pipe Lining (Non-Potable)	2010.00
K31	LF	48" Reinforced Pressure Pipe Lining (Non-Potable)	2700.00
K32	LF	54" Reinforced Pressure Pipe Lining (Non-Potable)	3000.00
K33	EA	6" Installation of End Seal	4140.00
K34	EA	8" Installation of End Seal	4140.00
K35	EA	10" Installation of End Seal	4140.00
K36	EA	12" Installation of End Seal	4140.00
K37	EA	15" Installation of End Seal	5520.00

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K38	EA	18" Installation of End Seal	6900.00
K39	EA	21" Installation of End Seal	6900.00
K40	EA	24" Installation of End Seal	8280.00
K41	EA	27" Installation of End Seal	8280.00
K42	EA	30" Installation of End Seal	8280.00
K43	EA	33" Installation of End Seal	9660.00
K44	EA	36" Installation of End Seal	9660.00
K45	EA	39" Installation of End Seal	11040.00
K46	EA	42" Installation of End Seal	11040.00
K47	EA	48" Installation of End Seal	13800.00
K48	EA	54" Installation of End Seal	13800.00
K49	EA	6" to 12" System set-up charge (<150 lf)	4140.00
K50	EA	15" to 21" System set-up charge (<150 lf)	4140.00
K51	EA	24" to 33" System set-up charge (<150 lf)	4140.00
K52	EA	36" to 54" System set-up charge (<150 lf)	4140.00

L. Pressure Pipeline Bypass

L1	LF	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	110.40
L2	EA	Connection of each service from 2"- 4" AWWA approved bypass	1269.60
L3	Day	Operation of 2"- 4" AWWA approved bypass	2760.00
L4	LF	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	138.00
L5	EA	Connection of each service from 6"- 8" AWWA approved bypass	1407.60
L6	Day	Operation of 6"- 8" AWWA approved bypass	3312.00
L7	LF	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	165.60
L8	EA	Connection of each service from 10"- 12" AWWA approved bypass	1725.00
L9	Day	Operation of 10"- 12" AWWA approved bypass	5520.00
L10	LF	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	414.00
L11	EA	Connection of each service from 13"- 19" AWWA approved bypass	1794.00
L12	Day	Operation of 13"- 19" AWWA approved bypass	6900.00
L13	EA	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	552.00
L14	EA	Connection of each service from 20"- 24" AWWA approved bypass	2760.00
L15	Day	Operation of 20"- 24" AWWA approved bypass	6900.00
L16	LF	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	966.00
L17	EA	Connection of each service from 25"- 30" AWWA approved bypass	2760.00
L18	Day	Operation of 25"- 30" AWWA approved bypass	8280.00
L19	LF	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	1242.00
L20	EA	Connection of each service from 31"- 37" AWWA approved bypass	2760.00
L21	Day	Operation of 31"- 37" AWWA approved bypass	8280.00
L22	LF	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	1656.00
L23	EA	Connection of each service from 38"- 48" AWWA approved bypass	2760.00
L24	Day	Operation of 38"- 48" AWWA approved bypass	8280.00

M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning

M1	LF	6" Cleaning with pressure propelled pigs	27.60
M2	LF	8" Cleaning with pressure propelled pigs	27.60
M3	LF	10" Cleaning with pressure propelled pigs	27.60
M4	LF	12" Cleaning with pressure propelled pigs	27.60
M5	LF	15" Cleaning with pressure propelled pigs	41.40
M6	LF	18" Cleaning with pressure propelled pigs	41.40
M7	LF	21" Cleaning with pressure propelled pigs	41.40
M8	LF	24" Cleaning with pressure propelled pigs	55.20
M9	LF	27" Cleaning with pressure propelled pigs	55.20
M10	LF	30" Cleaning with pressure propelled pigs	55.20
M11	LF	33" Cleaning with pressure propelled pigs	55.20
M12	LF	36" Cleaning with pressure propelled pigs	110.40
M13	LF	42" Cleaning with pressure propelled pigs	110.40
M14	LF	48" Cleaning with pressure propelled pigs	110.40
M15	LF	54" Cleaning with pressure propelled pigs	110.40
M16	LF	6" Cleaning with scrapers or other attached tools	41.40
M17	LF	8" Cleaning with scrapers or other attached tools	41.40
M18	LF	10" Cleaning with scrapers or other attached tools	41.40
M19	LF	12" Cleaning with scrapers or other attached tools	41.40
M20	LF	15" Cleaning with scrapers or other attached tools	55.20
M21	LF	18" Cleaning with scrapers or other attached tools	55.20
M22	LF	21" Cleaning with scrapers or other attached tools	55.20
M23	LF	24" Cleaning with scrapers or other attached tools	69.00
M24	LF	27" Cleaning with scrapers or other attached tools	69.00
M25	LF	30" Cleaning with scrapers or other attached tools	69.00
M26	LF	33" Cleaning with scrapers or other attached tools	96.60
M27	LF	36" Cleaning with scrapers or other attached tools	96.60
M28	LF	42" Cleaning with scrapers or other attached tools	110.40
M29	LF	48" Cleaning with scrapers or other attached tools	138.00
M30	LF	54" Cleaning with scrapers or other attached tools	165.60
M31	LF	6" Pressure pipe inspection	11.04
M32	LF	8" Pressure pipe inspection	11.04
M33	LF	10" Pressure pipe inspection	13.80
M34	LF	12" Pressure pipe inspection	13.80
M35	LF	15" Pressure pipe inspection	13.80
M36	LF	18" Pressure pipe inspection	19.32
M37	LF	21" Pressure pipe inspection	19.32

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M38	LF	24" Pressure pipe inspection	19.32
M39	LF	27" Pressure pipe inspection	19.32
M40	LF	30" Pressure pipe inspection	19.32
M41	LF	33" Pressure pipe inspection	19.32
M42	LF	36" Pressure pipe inspection	22.08
M43	LF	42" Pressure pipe inspection	22.08
M44	LF	48" Pressure pipe inspection	27.60
M45	LF	54" Pressure pipe inspection	41.40
M46	LF	Tuberculation Removal (Pressure & Gravity Pipelines)	40.00
N. Restoration and Associated Items			
N1	LF	Saw Cutting up to 8" depth	9.00
N2	LF	Saw Cutting over 8" depth	12.00
N3	SY	Repair/Rehab 2" Asphalt pavement	52.00
N4	SY	Repair/Rehab 8" Flex base	46.00
N5	SY	Repair/Rehab 8" Concrete pavement	173.00
N6	SY	Repair/Rehab 6" Concrete driveway	121.00
N7	SY	Repair/Rehab 4" Concrete sidewalk	98.00
N8	LF	Repair/Rehab Concrete curb and gutter	29.00
N9	SY	Sodding	29.00
N10	LF	Repair/Rehab chain link fence with new	25.00
N11	LF	Repair/Rehab wooden fence with new	29.00
N12	CY	TOPSOIL COMPLETE	41.00
N13	CY	SANDING COMPLETE	41.00
N14	CY	MULCH COMPLETE	41.00
N15	LF	STRAW BALE BARRIER	20.00
N16	EACH	TREE REPLACEMENT: HARDWOODS, 2"	863.00
N17	EACH	TREE REPLACEMENT: PINES, 2"	863.00
N18	EACH	SHRUB REPLACEMENT: 1 GALLON	40.00
N19	EACH	SHRUB REPLACEMENT: 3 GALLON	63.00
N20	EACH	SHRUB REPLACEMENT: 5 GALLON	82.00
N21	EACH	SHRUB REPLACEMENT: 7 GALLON	122.00
N22	EACH	BEDDING FLOWERS: PER FLAT OF 18	575.00
N23	SY	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	260.00
N24	SY	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	260.00
N25	SY	STONE GROUTED RIP RAP - 12" INSTALLED	288.00
N26	LF	SILT FENCE TYPE A, COMPLETE	12.00
N27	LF	SILT FENCE TYPE C, COMPLETE	8.00
N28	LF	ORANGE BARRIER FENCE	6.00
N29	EACH	HAY BALES COMPLETE	160.00
N30	SY	PLASTIC FILTER FABRIC INSTALLED	10.00
N31	SF	PERMANENT SOIL REINF MAT INSTALLED	125.00
O. Additional Labor Rates and Traffic Control			
O1	HR	SUPERINTENDENT - REGULAR	35.00
O2	HR	FOREMAN - REGULAR	30.00
O3	HR	LABORER - REGULAR	20.00
O4	HR	TRUCK DRIVER - REGULAR	24.00
O5	HR	UTILITY - REGULAR	20.00
O6	HR	SUPERINTENDENT - OVER TIME	65.00
O7	HR	FOREMAN - OVER TIME	60.00
O8	HR	LABORER - OVER TIME	32.00
O9	HR	TRUCK DRIVER - OVER TIME	42.00
O10	HR	UTILITY - OVERTIME	40.00
O11	EA	Barricades, Signs, and Traffic Handling (per setup)	3500.00
O12	EA	Traffic Control Plan (per setup)	2500.00
O13	HR	Flagmen	40.00
O14	HR	Uniformed Officers	65.00
O15	EA	SWPPP	2500.00
P. Crew Travel & Mobilization			
P1	EA	Travel and Mobilization- TML Region 2 (Amarillo)	8970.00
P2	EA	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	8970.00
P3	EA	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	8970.00
P4	EA	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	5980.00
P5	EA	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	4784.00
P6	EA	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	4784.00
P7	EA	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	3250.00
P8	EA	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	4784.00
P9	EA	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	3250.00
P10	EA	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	8970.00
P11	EA	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	11960.00
P12	EA	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	3250.00
P13	EA	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	3250.00
P14	EA	Travel and Mobilization- TML Region 15 (Tyler-Longview)	4784.00
P15	EA	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	4784.00
P16	EA	Travel and Mobilization - Oklahoma	13000.00
P17	EA	Travel and Mobilization - Louisiana	9750.00
P18	EA	Travel and Mobilization - Colorado	20000.00
P19	EA	Travel and Mobilization - Arkansas	20000.00

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P20	EA	Travel and Mobilization - Missouri	20000.00
P21	EA	Travel and Mobilization - Kansas	20000.00
P22	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P23	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P24	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P25	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
P26	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	10000.00
P27	EA	Travel and Mobilization - Alabama	20000.00
P28	EA	Travel and Mobilization - Alaska	100000.00
P29	EA	Travel and Mobilization - Arizona	35000.00
P30	EA	Travel and Mobilization - Arkansas	20000.00
P31	EA	Travel and Mobilization - California	45000.00
P32	EA	Travel and Mobilization - Colorado	30000.00
P33	EA	Travel and Mobilization - Connecticut	50000.00
P34	EA	Travel and Mobilization - Delaware	50000.00
P35	EA	Travel and Mobilization - Florida	30000.00
P36	EA	Travel and Mobilization - Georgia	35000.00
P37	EA	Travel and Mobilization - Hawaii	300000.00
P38	EA	Travel and Mobilization - Idaho	45000.00
P39	EA	Travel and Mobilization - Illinois	30000.00
P40	EA	Travel and Mobilization - Indiana	30000.00
P41	EA	Travel and Mobilization - Iowa	30000.00
P42	EA	Travel and Mobilization - Kansas	30000.00
P43	EA	Travel and Mobilization - Kentucky	30000.00
P44	EA	Travel and Mobilization - Louisiana	20000.00
P45	EA	Travel and Mobilization - Maine	50000.00
P46	EA	Travel and Mobilization - Maryland	30000.00
P47	EA	Travel and Mobilization - Massachusetts	30000.00
P48	EA	Travel and Mobilization - Michigan	30000.00
P49	EA	Travel and Mobilization - Minnesota	30000.00
P50	EA	Travel and Mobilization - Mississippi	20000.00
P51	EA	Travel and Mobilization - Montana	30000.00
P52	EA	Travel and Mobilization - Nebraska	30000.00
P53	EA	Travel and Mobilization - Nevada	45000.00
P54	EA	Travel and Mobilization - New Hampshire	45000.00
P55	EA	Travel and Mobilization - New Jersey	50000.00
P56	EA	Travel and Mobilization - New Mexico	40000.00
P57	EA	Travel and Mobilization - New York	45000.00
P58	EA	Travel and Mobilization - North Carolina	30000.00
P59	EA	Travel and Mobilization - North Dakota	40000.00
P60	EA	Travel and Mobilization - Ohio	40000.00
P61	EA	Travel and Mobilization - Oklahoma	15000.00
P62	EA	Travel and Mobilization - Oregon	45000.00
P63	EA	Travel and Mobilization - Pennsylvania	40000.00
P64	EA	Travel and Mobilization - Rhode Island	45000.00
P65	EA	Travel and Mobilization - South Carolina	30000.00
P66	EA	Travel and Mobilization - South Dakota	40000.00
P67	EA	Travel and Mobilization - Tennessee	30000.00
P68	EA	Travel and Mobilization - Utah	30000.00
P69	EA	Travel and Mobilization - Vermont	40000.00
P70	EA	Travel and Mobilization - Virginia	40000.00
P71	EA	Travel and Mobilization - Washington	50000.00
P72	EA	Travel and Mobilization - West Virginia	30000.00
P73	EA	Travel and Mobilization - Wisconsin	40000.00
P74	EA	Travel and Mobilization - Wyoming	40000.00
P75	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P76	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P77	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P78	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
P79	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	10000.00



COOPERATIVE PURCHASING PROGRAM
 Houston-Galveston Area Council of Governments
 3555 Timmons, Suite 120, Houston, TX 77027
 Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:



BIDS



PROPOSALS

INVITATION No.: **TP07-18**

ISSUE DATE: **Feb 12, 2018**

CATEGORY: **Trenchless Pipeline Rehabilitation Services**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 5,400 member local governments, districts, agencies in 44 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	December 18, 2017
PRE-BID/PROPOSAL CONFERENCE:	January 15, 2018 @ 9:00 a.m. CT; Conference Room A
FINAL SPECIFICATION / INVITATION:	February 12, 2018
BID/PROPOSAL RESPONSES DUE:	March 13, 2018 @1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	March 13, 2018 @2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	May 15, 2018
CONTRACT START DATE & TERM:	July 1, 2018 thru June 30, 2021
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Bill Burton	Phone: 832-681-2514 E-mail: wburton@h-gac.com

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - **HGACBuy** *FORMS* (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE**IMPORTANT:**

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at **HGACBuy** offices on receipt. **HGACBuy** is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

H-GAC Cooperative Purchasing
Sealed Bid/Proposal No. TP07-18
DO NOT OPEN IN MAIL ROOM

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because **HGACBuy** is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.



SECTION A

GENERAL TERMS & CONDITIONS FOR BIDS AND PROPOSALS

INVITATION No. TP07-18

DESCRIPTION: **Trenchless Pipeline Rehabilitation Services**

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

DOJ = U.S. Department Of Justice

DOT = U.S. Department Of Transportation

EPA = U.S. Environmental Protection Agency

FAA = Federal Aviation Administration

FMVSS = U.S. Federal Motor Vehicle Safety Standards

H-GAC = Houston-Galveston Area Council of Governments

IEEE = Institute of Electrical and Electronics Engineers
MVD = **M**otor **V**ehicle **D**ivision of Texas Department of Transportation
NFPA = **N**ational **F**ire **P**rotection **A**ssociation
NHTSA = **N**ational **H**ighway **T**raffic **S**afety **A**dministration
NIOSH = **N**ational **I**nstitute **F**or **O**ccupational **S**afety **A**nd **H**ealth
NIST = **N**ational **I**nstitute of **S**tandards and **T**echnology
NTEA = **N**ational **T**ruck **E**quipment **A**ssociation
OSHA = U.S. **O**ccupational **S**afety and **H**ealth **A**dministration
RRC = **R**ailroad **C**ommission of Texas
SAE = **S**ociety of **A**utomotive **E**ngineers
TBPC = **T**exas **B**uilding and **P**rocurement **C**ommission (formerly GSC)
TxDOT = **T**exas **D**epartment **O**f **T**ransportation
UL = **U**nderwriter's **L**aboratories Inc.
VTCS = **V**ernon's **T**exas **C**ivil **S**tatutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC's** objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.
- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, **and shall be considered to be in the public domain.**

- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
 - Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
 - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with **Offerors**, although award may be made without discussion.
 - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
 - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked “confidential” or “proprietary”, the Response may be deemed non-compliant.

9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
 - Agency name
 - Contact person name
 - Address
 - Phone & Fax numbers
 - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

NOTE: In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
 - a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
 - b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.

- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or **Offeror's** Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".
- H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.

- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
 - **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.
- All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror's** information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed *FORMS* supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

- H-GAC** may reject a response if:
 - **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- H-GAC** may reject any and all responses, and may reject any part of a response.
- H-GAC, at its sole discretion**, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.
- The following occurrences require disqualification of the bid/proposals:**
 - Unsigned or unauthorized signatures on bids/proposals;
 - Bids received after the date and time for opening
 - Bids where prices are conditional on award of another bid or are subject to unlimited escalation

- e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC**.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of **Offeror** to submit pricing for frequently purchased options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by **H-GAC** and **Offeror**.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor's H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the case of motor vehicles.** For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.
- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may

increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.

- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. **H-GAC** reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**.

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall**:

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC's** website.

- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
 - **End User** name
 - Product/Service purchased, including Product Code if applicable
 - End User Purchase Order Number
 - Purchase Order Date
 - Product/Service dollar amount
 - **HGACBuy** Order Processing Charge amount
 - Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User & Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC's** Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC's** offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.

4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC's** Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor's** differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A General Terms And Conditions

SECTION B – PRODUCT SPECIFIC REQUIREMENTS
For
Trenchless Pipeline Rehabilitation Services

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1. BACKGROUND AND PURPOSE

HGACBuy is a nationwide governmental Cooperative Purchasing Program that establishes blanket contracts, for a variety of goods and services, for the use of its Membership of more than 5400 local governments, districts, agencies, authorities and not-for-profit corporations in Texas and 49 other states. The Program is funded solely by a small “Order Processing Charge” levied on the contractor.

HGACBuy Members, have the potential need, for a wide variety of Trenchless Pipeline Rehabilitation Services. **HGACBuy** is soliciting proposals from responsible corporate entities who can furnish a listing or catalog of services and/or covered products pertaining to the reconstruction, rehabilitation or cleaning of pipelines, tubes, conduits or culverts by a means of Trenchless technology. Related items, products and services shall also be submitted and priced accordingly.

End Users would contact the awarded **HGACBuy** Contractor and execute a specific purchase order or 'End User Agreement' detailing the services and/or equipment plus charges that apply to that particular agreement. In any case, such specific order/agreement would be based on the terms and conditions of this Invitation and any subsequently executed contract between **H-GAC** and the Contractor. **HGACBuy** makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or related services will be procured through the contract.

2. INTRODUCTION & SCOPE

This Request for Proposal (RFP) is issued for the purpose of selecting qualified Trenchless Pipeline Rehabilitation Service providers and to make such products and services available to HGACBuy Members, which currently includes over 6,000 members and related associated members nationwide. The **Section B**, of this RFP, details specific HGACBuy minimum requirements and other specifications applicable to Trenchless Pipeline Rehabilitation Services covered by this Invitation. The features and performance of any offering must meet or exceed all requirements and specifications listed or referenced herein. For any required feature stated in general terms, it is understood that OEM standard shall meet the requirement.

❖ Proposers are requested to submit a proposal and offer their total line of available services and products that

are commonly purchased by government entities, public agencies and other non-profit organizations.

- ❖ Proposers shall provide price lists and discounts for all items and services being offered, to provide labor rates for services for regular and overtime periods and to provide any other value-added services that your company provides with pricing. Proposers shall demonstrate in any response to this RFP how sales, service, training and support will be provided and achieved throughout the United States. Organization structure, including all sales and support centers should be detailed, including the number and type of employees at each. Local governmental references, including contact and contact information shall also be provided as part of any response.

Our members may want to purchase selected services and or products, or they may be looking for a full turnkey project, necessitating additional services, training and maintenance agreements. Proposers must have the ability to effectively sell and service to all HGACBuy Members nationwide. It is the objective to solicit responses from several Service Providers and to award contracts to those Proposers that meet or exceed the expectations laid out in this RFP. **It is also the sole discretion of HGACBuy and its staff to be able to award multiple contracts under the same Base Services structure.**

3. COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program. By submission of a response, offeror commits to the following:

- **Corporate/Sales Commitment** – A commitment that **HGACBuy** has the support of senior management and that **HGACBuy** will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the program, both independently as well in partnership with **HGACBuy**.
- **HUB Participation** – It is **H-GAC's** goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. IF **Offeror(s)** intends to employ subcontractors in providing services/products related to this solicitation, **Offeror(s)** shall make and demonstrate a good faith effort to include HUB participation under a contract. **Offeror(s)** good faith effort shall include, but is not limited to the following affirmative steps (ref. 2CFR 200.321):
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
 - 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

NOTE: The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

4. DEFINITIONS AND ABBREVIATIONS

ASTM F1216 – Rehabilitation of pipelines by inversion and curing a resin impregnated tube.

ASTM F1743 – Rehabilitation of pipelines pulled-in place installation of a cured-in-place thermosetting resin pipe.

ASTM D5813 – Cured-in-place thermosetting resin sewer pipe.

Pipe-bursting: A system by which the burster unit splits the existing pipe while simultaneously installing a new pipe of the same or larger size.

Thermo Cured Product: When using the CIPP pipeline rehabilitation method, the resin impregnated flexible tube is cured by circulating hot water or steam within the tube to create a continuous and tight-fitting tube within the original pipe.

ASTM D790 – Test methods for flexural properties of unreinforced plastics.

5. SERVICE CATEGORIES

As part of the Service Specifications it shall always be certain, that the Contractor/Vendor and its Sub-contractors shall maintain ALL necessary and required local, state and federal licenses, insurance requirements, permits and will also adhere to all local, state and federal ordinances, rules, regulations and programs utilizing the best known practices, processes and equipment. The Contractor/Vendors and its Sub-contractors shall be responsible for any and all proper traffic warning devices, to protect the specific job site and to prevent accidents or personal injury to the public. They shall pay special attention to those laws that pertain to the handling, transportation and use of any hazardous materials, and disposal of all pesticide containers.

It shall also be noted that the Contractor/Vendor must supply the End User/Member with a copy of all necessary and required local, state and federal licenses, insurances and permits prior to performing any work. The Contractor/Vendor shall also be responsible for any damage to private or public property and make repairs immediately. If services provided must conform to American National Standards Institute (ANSI), American Society of Testing Materials (ASTM) or any other industry standard, the Vendor/Contractor must adhere to the latest standards applicable and provide certifications to End User/Member if so required.

This Proposal is divided into separate but related Service Categories, for ease of evaluation and proposal responses. Proposer is advised to offer a wide array, or offerings of products/services for the service category bid. When submitting a response, Proposer may choose to give a response on any of the categories or all. No additional weighted value will be given to a proposer who responds to more than one or all categories listed. Proposer shall provide in its Proposal, detailed descriptions and specifications of each service its company plans on proposing.

Service Categories

The H-GAC Service Categories covered by this Invitation include:

- A. Clean/TV & Evaluation for Gravity Pipelines
- B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines
- C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines
- D. Pipe Bursting Rehabilitation for Sewer Lines
- E. Pipe Bursting Rehabilitation for Water Lines
- F. Slip-lining with HDPE or FRP Rehabilitation
- G. Manhole and Structure Rehabilitation
- H. Excavation and Associated Items
- I. Horizontal Directional Drilling (HDD)
- J. Bypass Pumping for Gravity Pipe and Associated Items
- K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems
- L. Pressure Pipeline Bypass
- M. Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning
- N. Restoration and Associated Items
- O. Additional Labor Rates and Traffic Control
- P. Crew Travel & Mobilization

6. H-GAC ORDER PROCESSING CHARGE

As described in Section A (Sub-section 22), for each purchase order processed under an awarded contract, **H-GAC** will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied.

Note: It is the Offerors responsibility to take this into consideration when preparing the Response, building this Charge into the pricing accordingly.

7. SAFETY

Vendor and its sub-contractor(s) and their respective employees shall comply fully with all applicable federal, state and local safety and health laws, ordinances, rules and regulations in the performance of services, including but not limited to those promulgated by H-GAC / HGACBuy or its Members, and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern.

8. SUB-CONTRACTORS

In the event the Contractor or Vendor uses a sub-contractor, Vendor shall be fully responsible to HGACBuy and its Members for all acts and omissions of such sub-contractor just as the Vendor is responsible for Vendor's own acts and omissions. Nothing in this contract shall create for the benefit of any such sub-contractor any contractual relationship between H-GAC or HGACBuy and any such sub-contractor, nor shall it create any obligation on the part of H-GAC or HGACBuy or its Members to pay or to see to the payment of any monies due any such sub-contractor except as may otherwise be required by law.

9. COMPETITIVE PRICING

By submission of a response, Proposer certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, Proposer shall explain how offered pricing differs from "best" pricing, and by how much.

10. PROPOSAL RESPONSE COMPONENTS

The following core areas must be addressed specifically in any response to this RFP:

- ❖ Proposals (**1-original and 1-copy**), marked accordingly and in hard-sided 3-ring binders, shall be organized in tabbed sections, each containing ALL required information and/or FORMS as described below.
- ❖ In addition, complete responses shall also be provided in an electronic format such as; CD, thumb-drive, flash-drive, etc., such that the entire response can be uploaded to H-GAC's data system and be made available to End Users as may be requested. A single copy of the solicitation will suffice and should be put with/in the copy binder.
- ❖ Forms D & E must be provided in an Excel format. NOTE: Keep in mind, the 3-ringed binder marked ORIGINAL is locked away and the entire evaluation process is done from the COPY as well as the electronic copy. Therefore the 3-ringed binder marked copy must be an exact duplicate of the original including all the signatures and other markings.

It is extremely important to set-up the binders as instructed. Responses not organized in the prescribed manner may be eliminated from consideration.

Proposer shall provide the information described below, **labeled and tabbed to correspond with the designated Segment (Tab) Headings (A thru G) being bid.** The items in these Tabs (A-G) must be addressed completely.

**** It is this information (Tabs A-G) that will be evaluated and determine the proposer's final score.**

TAB - A. Proposer Identification / HUB Status / Checklist.

Place the completed **Forms A, B, C, I, W9, CIQ, 1295 and HB 89 Verification Form** behind this TAB as required.

TAB – B. Product and Services Offerings.

Place the completed **Forms D & E** behind this TAB as required. Contractor shall use the subject Forms to price the products and services they intend to provide to End Users thru an HGACBuy contract. Proposer shall identify each Service Category (A, B....P) on **Form D** and list the products and services along with its associated pricing. Contractor shall follow the format shown in the Form D example below when quoting their products and services.

- a. **Form D Pricing** – Contractor must provide the following information:
 - Service Category (A, BP).
 - Item No. (i.e. A1, B2, etc.). The first character will be determined by the Service Category (A, B etc.), the second will be the item no. listed/quoted under this category (1, 2, 3 etc) which will depend on how many products/services the proposer quotes.
 - Unit of Measure (UM) - LF, EA, CUFT, LB etc.
 - Item Description – Describe the product or service being quoted.
 - Price – Price quoted shall be the installed cost (where applicable). In categories such as Horizontal Directional Drilling, pipe costs are not included but must be noted in the item description provided on **Form D**.
- b. **Form E** is included in the bid package to allow pricing of those options offered by the contractor that may not fit into a particular Service Category.

FORM D (Example) - Products and Services Offerings (Tab B)			
Offeror Name:			
Invitation No.:	TP07-13 Trenchless Pipeline Rehabilitation Services		
Item	UM	Item Description	Unit Price
A. Clean/TV Evaluation for Gravity Pipelines			
A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	
A2	LF	6" Clean and TV storm sewer	
A3	LF	6" - 12" Post TV Inspection After Rehabilitation	
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines			
B1	LF	36" Storm Pipe - Ecocast Rehabilitation - 1.5" Thickness	
B2	EACH	Tree Removal (6" – 12")	
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines			
C1	LF	6" x 4.5mm	
C2	EA	Internal reconnects on Cured-in-place pipe	
I. Horizontal Directional Drilling (HDD)			
I1	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	
I2	IN/DIA/LF	2"-4" Installation of pipe loose sand conditions (pipe cost excluded)	
O. Additional Labor Rates and Traffic Control			
O1	HR	Foreman - Regular	
O2	HR	Laborer - Regular	
P. Crew Travel & Mobilization			
P1	EA	Travel and Mobilization- Texas (Houston)	
P2	EA	Travel and Mobilization- Texas (San Antonio)	
P3	EA	Travel and Mobilization - Oklahoma	

Note: Contractor shall address any additional fee's, costs and charges that may be associated with any typical service agreement. There should be no hidden costs associated with any service agreement.

Contractor or Vendor and any and all sub-contractor(s) shall comply with all laws regarding prevailing wage rates including, but not limited to, Texas Government Code Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the Davis-Bacon Act, applicable to any procurement.

Form D & E pricing should be provided in an **Excel Format on CD's, thumb-drives, flash-drives, etc.** Products and services not listed in the response may **not** be added to a contract at a later date. Contractors are encouraged to provide a thorough price list of the products and services they would like to make available to

H-GAC Members for this contract. Do not list products or services without pricing (e.g. ‘price on application’ or ‘call for pricing’). Such listings will not be included in any contract and may not be sold thru the HGACBuy Program.

In addition to pricing, Proposer shall provide basic specification information for products and systems offered (e.g. cut/tear sheets, brochures, etc.); such that the basic capabilities and features of the equipment offered can be ascertained.

TAB - C. Qualifications and Background

- ❖ Proposer must address each individual item listed below in their proposal (a-d).

Provide detailed company information including:

- a. Ownership, history and current organization.
- b. Current capitalization and gross sales for each of the past three years.
- c. Number of current customers, broken down by private/government.
- d. References, at least ten (10) local type government and to include:
 - Full organization name and complete address.
 - Contact name with telephone number and email address.
 - How long have they been a customer and types of services they required?

TAB - D. Service Capabilities

- ❖ Proposer must address each individual item listed below in their proposal (a-e).

Describe in detail and as applicable, your;

- a. Technical support service/levels available, including a 24/7 capability and toll free phone number.
- b. Customer Service structure and organizational chart, maintenance staff and locations.
- c. Geographic presence, number of employees and office locations (maps and graphics are useful).
- d. Response to local governments during ‘Emergencies’ (e.g. how involved is your company during natural disasters such as Hurricane Ike or Katrina).
- e. Describe any quality assurance programs that are currently in place.

TAB - E. Reporting Capabilities

The electronic reporting of transactions and HGACBuy Order Processing Charges are extremely important. Activity Reports shall be done on a quarterly basis, at a minimum. This must be discussed in the Proposal in detail, how each transaction will be reported, what services are provided, for how long, who was the End User, location, date, total cost of service transaction and any other pertinent information shall be included.

TAB – F. Marketing Plan

Outline what your company will do to pro-actively market any HGACBuy contract you may receive to local government end users around the country. Specifics might include such things as sales calls, as well as POS materials and mail-outs. Address training of your staff in the subject of the contract and the HGACBuy Program in the event you are awarded a contract. Make note of whether you are comfortable explaining our Program to your sales staff, and also state if you are familiar with the process of adding new End Users to our membership listing.

TAB – G. End User Service Agreements

Provide a copy of any standard ‘Customer Service Agreement’ (by whatever name your company refers to such document) which may be executed for End Users who would obtain services from you thru a potential HGACBuy contract. Particulars of any Customer Service Agreement are negotiable by the parties at the time of actual order placement. If you do not use a ‘Customer Service Agreement’, provide a description of your standard order process.

11. PAST PERFORMANCE

An evaluation will be conducted of the Bidder's previous contract performance as an HGACBuy contractor based on the performance measured listed below. **Maximum score is 25 points.** Those with no history will receive the maximum 25 points for this scoring component.

PERFORMANCE MEASURES
Timely response to request for information and/or request for quotes/pricing (Sec A, 48b)
Accurate preparation of Contract Pricing Worksheet(s) (Sec A 48e)
Timely delivery of product or services (as quoted at time of order placement) (Sec A, 25c)
Quality of products/service (Sec A, 25d, 44f)
Timely and accurate submission of Contractor's Activity Report (Sec A, 48h)
Timely payment of order processing charge (Sec A, 44g, 44h)

12. PROPOSAL EVALUATIONS

Proposals will be evaluated and scored relative to the criteria described below. These criteria are not meant to be exhaustive, and HGACBuy reserves the right to use information obtained from other sources in the evaluation. A minimum score of **70** is needed to be considered for contract recommendation, but does not guarantee award of any contract. Interpretation of information and awarding of points will be at HGACBuy sole discretion and determination.

Criteria Scoring Table	
Response Category	Possible Points
A. Proposer Identification / HUB Status / Checklist	5
B. Product and Services Offerings (Pricing)	25
C. Qualifications and Background	15
D. Service Capabilities	15
E. Reporting Capabilities	5
F. Marketing Plan	5
G. End User Service Agreements	5
Past Performance	25
Total Points:	100

13. CONTRACT PERIOD

The initial contract term will be **36 months**. Any contract may be extended by mutual agreement of **H-GAC / HGACBuy** and the **Contractor**.

14. CONTRACT AWARDS

One or more contracts may be recommended in each of the listed **H-GAC** Product Categories, at **H-GAC's** sole discretion. Offerings made by a single Proposer in more than one Category will be considered separately. On approval of an award recommendation by the **H-GAC** Board, a contract may be offered to the recommended awardee(s). If the parties are unable to come to an agreement on the contract, **H-GAC** may withdraw the offer at **H-GAC's** sole discretion.

This is the end of Section B: Product Specific Requirements
For questions regarding this Invitation, please contact:

Bill Burton
Ph: 832-681-2514
Fax: 713-993-4548
Email: wburton@h-gac.com



SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: TP07-18

Title: Trenchless Pipeline Rehabilitation Services

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Form I:	Marketing Plan
Form W-9	Request for Taxpayer Identification Number and Certification
Form CIQ	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
HB 89	Prohibition on Contracts with Companies Boycotting Israel

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDROM, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwritten this Form. Information must be typed in.)
Invitation No.: TP07-18

Invitation Title: Trenchless Pipeline Rehabilitation Services

Offeror Company:

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer**
☐ **Dealer/Distributor**
☐ **Other**
Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead**
☐ **Multiple Offerors Acting Jointly**
Contract Signatory(2):
Title:
Mailing Address(3):

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Phone:
Fax:
Email Address:
Federal Tax ID No.:
Web Page URL:

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information
Contact Person(4):
Title:
Mailing Address:

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Toll Free Phone:
Fax:
Email Address:

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature:
Title:
Printed Name:
Date:

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES**Procurement No.:** TP07-18**Title:** Trenchless Pipeline Rehabilitation Services**Offeror:** _____

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is committed to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By: _____

Title: _____

Date: _____

HUB Status Of Offeror☐ Offeror is a HUB, as detailed below.☐ Offeror is not a HUB.

Designation(s):

☐ HUB☐ DBE☐ MBE☐ WBE☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached.☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST

Procurement No.: TP07-18

Title: Trenchless Pipeline Rehabilitation Services

Offeror: _____

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:

Init.

1	An "Original" hard copy of the COMPLETE submission, including all required <i>FORMS</i> , plus one COMPLETE copy, each in a separate hard-sided 3-ring binder.	
2	A copy of the COMPLETE submission, including all required <i>FORMS</i> , in electronic format (CD, DVD, flash drive). Forms D & E must be provided in the original excel format.	
3	An originally signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful.	
	A Form W-9 - Request for Taxpayer Identification Number and Certification shall be provided from each entity that has submitted a Form A for this submission (See Attachment)	
	Form CIQ (Conflict of Interest Questionnaire) completed and signed and provided from each entity that has submitted a Form A for this submission (See Attachment)	
	Form 1295 Form (Certificate of Interested Parties) must be filled out electronically with the Texas Ethics Commissions's online filing application, printed out, signed and provided from each entity that has submitted a Form A for this submission (See Attachment)	
	HB 89 Verification Form - completed and signed and provided from each entity that has submitted a Form A for the submission (See Attachment)	
4	The required list of References .	
5	Details of " Service Organization ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	
6	Complete Warranty Documentation for all Products offered.	
7	The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for all products offered.	
9	If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
11	A Bid/Proposal Bond , or Cashier's Check in the amount of \$3000 . (A percentage bond is NOT acceptable.)	Not Required

FORM D - Products and Services Offerings (Tab B)

[illegible]

TP07-18

[illegible]

FORM I - MARKETING PLAN	Invitation No.: TP07-18
Offeror Name:	
Bidder shall provide a written narrative explaining in some detail actiities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.	

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN **HOUSTON-GALVESTON AREA COUNCIL**, Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, _____ hereinafter referred to as the **CONTRACTOR**, having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of _____ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: _____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: _____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER**'s purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER**'s order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER**'s sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER**'s sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____

Date: _____, 20__

Signed for _____

Printed Name & Title: _____ Date: _____, 20__

Attest for _____

Printed Name & Title: _____ Date: _____, 20__



July 29, 2021

Jason Manchee
City of Columbia
4013 West Beltline Blvd
Columbia, SC 29204

Proposal: Columbia, SC – CIPP Equipment Proposal
Purchasing Co-Op – HGAC Contract TP07-18

Vortex Companies is pleased to offer the following proposal to provide CIPP Lining Equipment and support trailer as detailed within our proposal below. Our proposal is based upon correspondence with your team via email and phone.

Equipment Pricing per HGAC Contract

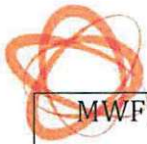
ITEM	DESCRIPTION	UNITS	PRICE
C72	CIPP Liner Equipment - Total System with Large Inversion Drum (4" - 8")	EA	\$ 82,500.00
C75	Enclosed Trailer for CIPP Liner Equipment	EA	\$ 81,000.00
		Sub-Total	\$ 163,500.00
		Discount	\$ 10,492.92
		Tax (8%)	\$ 12,240.57
		TOTAL	\$ 165,247.65

****Pricing valid for 30 Days****

Trailer Details:

- Custom (color white) 24' long 7' interior height aluminum frame trailer with custom aluminum cabinets and high traction floors
- (2) 7k axles, electric brakes, torsion suspension
- Interior: length 24', width 90"; height 84" upgrade: rear ramps doors
- Empty trailer weight 5000lb +/-

ITEM#	MAKE/MODEL	DESCRIPTION	NOTES
QD7000	Onan/7000	7kw gas generator	Verified will run all equipment – 8kw units only offered as diesel
Viper	Vanair	80cfm screw compressor gas	Same unit installed in our robotic trailer systems
COLEMAN-MACH-13.5	Coleman mach	air conditioner/heater	(2) roof mount



MWF9016GR	Atosa chest freezer	freezer chest	temperature control installed
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Spec Notes:

- RFP insulated walls
- High traction floor custom fab
- Low profile LED lights (5)
- Stainless Steel worktable w/ stainless steel back splash
- 5 (4) electrical outlets (2) light switches (1) usb charging station
- 2 louvered Vents (front compartment)
- Shore Power
- Strobe light installed on roof at rear of trailer
- Toolbox and Cabinets
- Air dryer and Water trap
- Plastic curtain installed across back ramp door
- Separation wall and man door
- E-track installed
- (2) 20lb propane tanks
- All hand tools to perform work will be included

Lining Equipment:

QUANTITY	ITEM	DESCRIPTION
1	LG001001	LinerGun - Alum w/ Accessories
1	LG001025	LinerGun-4" Adapter Rings-Alum
1	Silicone Bladder	Silicone Bladder
1	US Scale	US Scale
1	Vacuum Pump	US Vac pump w/hose and suction cup
1	Max Air Regulator	Max Air Regulator
1	NW 130mm Plug	NW 130mm Plug
1	NW 105mm Plug	NW 105mm Plug
1	NW 80mm Plug	NW 80mm Plug
1	Mixing Bit	Mixing Bit
1	Max E Roller-Small	Max E Roller-Small-19007
1	HotKick 2.0	HotKick 2.0 #LDUA026310
2	MD Red Hose	MD Red Hose
2	MD Black Hose	MD Black Hose
300	Lay Flat Hose	Heavy duty lay flat hose 1 foot
1	LF-F75-1	¾" to 1" Brass Swivel Fitting
1	MD Heater Manifold	MD Heater Manifold
500	Pull Strap	Pull Strap 500'



1	6" Inversion Ring	6" Inversion Ring
1	8" Inversion ring	8" Inversion Ring

Thank you for the opportunity to offer you this proposal. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Ryan Graham
Vortex Companies
C: (281) 639-3237
rgraham@vortexcompanies.com



CONTRACT FOR GOODS

This Contract is being awarded using the South Carolina State Contract #4400025852

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 Frasier Tire Service Inc. with legal address and principal place of business at 310 E Liberty Street, Sumter SC 29150 (hereinafter referred to as the “Contractor”), for the purchase of tires for cars and trucks.

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 this CONTRACT is effective as of the latter date of the execution of this CONTRACT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval of City Council, if applicable. This agreement is valid through June 30, 2022.
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 Frasier Tire Service, Inc.

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Public Works Equipment shall not exceed Two Hundred Sixteen Thousand, and Zero Cents, (\$216,000.00).
- 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 SOUTH CAROLINA STATE CONTRACT # 4400025852

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. South Carolina State Contract# 4400025852
- 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.

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 Frasier Tire Service, Inc.

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

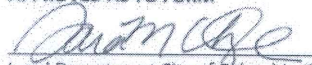
Teresa Wilson, City Manager

Date: 9-29-2021

Frasier Tire Service, Inc.

 SIGN HERE

APPROVED AS TO FORM


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

A.B. Derrick
Print

A.B. Derrick
Signature

Date: 9-29-2021

List of Exhibits

Exhibit A – Quote



PROCUREMENT SERVICES

Contract 4400025852
[Back to Initial Screen](#)
Validity Start 03/29/2021

Validity End 03/28/2026

Target Value \$ 1,400,000.00

Bid Invitation [5400020758](#)
Contract Notes Open only to the office of SFAA Support Team for update 02/24/16 (12:30)

Vendor 7000185869
Vendor Address FRASIER TIRE SERVICE INC SUMTER

PO Box 1696

SUMTER SC 29151

District SUMTER

Telephone (803) 773-1423

Minority Status Not Applicable

E-mail
Fax Number (803) 773-2995

Vendor Contacts

One Contact found.

Contact Name	Function	Phone	E-mail
HINKLEY, WENDY	Primary Contact	(803) 773-1423	whinkley@frasiertire.com

Contract Items

10 Items found, displaying all Items.

Item Pricing

00001 Goodyear Police Pursuit Tire **Discount (%)**:-52.5 %

Material Group: 86330 - tires and tubes, misc. (not otherwise listed)

Agency: Statewide

Notes for Item 00001: Tire specifically designed as and approved for police pursuit and tires designed for use on other police vehicles requiring a Z rated tire.

This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

Tire specifically designed as and approved for police pursuit and tires designed for use on other police vehicles requiring a Z rated tire.

This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00002 Goodyear Auto Radial Tire **Discount (%)**:-47.0 %

Material Group: 86305 - tires and tubes, passenger vehicles

Agency: Statewide

Notes for Item 00002: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00003 Goodyear Light Truck Radial Tire **Discount (%)**:-47.0 %

Material Group: 86307 - tires and tubes, light trucks

Agency: Statewide

Notes for Item 00003: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

Item Pricing

00004 Goodyear Medium Truck Radial Tire

Discount (%):-60.0 %

Material Group: 86310 - tires and tubes, medium truck and bus

Agency: Statewide

Notes for Item 00004: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected. This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00005 Goodyear Off-Road Radial Tire

Discount (%):-24.0 %

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

Notes for Item 00005: This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected. This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected.

00006 Goodyear Off-Road Bias Tire

Discount (%):-24.0 %

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

Notes for Item 00006: This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected. This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected.

00007 Dunlop Light Truck Radial Tire

Discount (%):-47.0 %

Material Group: 86307 - tires and tubes, light trucks

Agency: Statewide

Notes for Item 00007: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected. This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00008 Dunlop Medium Truck Radial Tire

Discount (%):-60.0 %

Material Group: 86310 - tires and tubes, medium truck and bus

Agency: Statewide

Notes for Item 00008: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected. This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00009 Dunlop Off-Road Radial Tire

Discount (%):-24.0 %

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

Notes for Item 00009: This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected. This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected.

Item Pricing

00010 American Off-Road Bias Tire

Discount (%):-24.0 %

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

Notes for Item 00010: This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected. This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected.

[Back to Initial Screen](#)



CONTRACT FOR GOODS

This Contract is being awarded using the Sourcewell Cooperative Contract# 122017-FSC-1.

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 Public Works Equipment with legal address and principal place of business at 4519 Old Charlotte Highway Monroe, NC 28110 (hereinafter referred to as the “Contractor”), for the purchase an Elgin Pelican NP Dual Sweeper, mounted on a new Freightliner M2106.

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 this CONTRACT is effective as of the latter date of the execution of this CONTRACT as shown by the signatures of the parties below, upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval of City Council, if applicable. This agreement is valid through June 30, 2022.
4. **DELIVERY:** Price includes PDI (Pre-Delivery Inspection), delivery and training. Stock to be determined at the time of order.
5. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of the Solid Waste.

City of Columbia and Public Works Equipment

6. **COMPENSATION** – (See Exhibit A)

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Public Works Equipment shall not exceed Two Hundred Twenty-Nine Thousand Thirteen Dollars and Zero Cents, (\$229,013.00).
- 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.

7. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCWell COOPERATIVE CONTRACT# 122017-FSC-1**

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 Cooperative Contract #122017-FSC-1
- 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.

City of Columbia and Public Works Equipment

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- 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.

City of Columbia and Public Works Equipment

- 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

City of Columbia and Public Works Equipment

employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

PUBLIC WORKS EQUIPMENT

PATRICK MCGEE
Print

Pat McGee
Signature

APPROVED AS TO FORM
Pat McGee
Legal Department City of Columbia, SC
9/21/2021

Date: SEPT 22 2021

PUBLIC WORKS EQUIPMENT*Subsidiary of Federal Signal Corporation*

July 12, 2021
Quote #: **0321014**

City of Columbia

Attention: Samantha Yager

RE: Pelican NP Dual Sweeper

Dear **Samantha**,

We would like to take this opportunity to thank you for your continued interest in Public Works Equipment (PWE) and Elgin's industry-leading line of innovative street sweeping products.

PWE is pleased to present the following quotation to provide one (1) Elgin Pelican NP Dual Sweeper, mounted on a new Freightliner M2-106 per Sourcewell contract # 122017-FSC-2

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should you require additional information.

Respectfully Submitted,

Evan Tucker

Area Sales Manager

Public Works Equipment Office:

(803)528-6262

evan@pweasi.com

Quotation

PUBLIC WORKS EQUIPMENT*Subsidiary of Federal Signal Corporation*

To provide one (1) Pelican NP Dual Sweeper mounted on a new Freightliner M2-106 chassis, standard equipped as described below:

General Specs:

- 127.4" Wheel Base
- 16' Overall Length
- 9' 10.5" height with cab
- 8' 6" width outside tires
- 15' curb to curb turning radius
- 10' sweeping path
- Weight: 14,290 lbs
- Travel Speed: Up to 32 KM/H
- Hydrostatic drive: Single foot pedal for forward/reverse
- Hydraulic Service Brakes
- Tires
 - Front 11R22.5 14ply (2)
 - Rear 10R17.5 16 ply (2)
- Wheels:
 - Front: Steel disk type
 - Rear: Dual steel disk type mounted on alloy steel axle, sprung guide wheel

Engine:

- John Deere 4045TF150
- 4 Cylinder Diesel
- 276 cu. In. displacement
- 4.19" Bore
- 5.0" Stroke
- 19:1 Compression Ratio
- Horsepower 74HP @ 2,200 RPM
- 195 ft-lbs @ 1,700 RPM Torque
- 35 gal Fuel Tank Capacity

Standard Accessories:

- Full flow oil filter, mechanical governor, dual safety element dry-type air cleaner with in-cab restriction indicator, fuel filter, counterbalanced, wet sleeve

Cab:

- ISO mounted
- Structural steel tube frame
- Sealed w/100% filtered air intake

PUBLIC WORKS EQUIPMENT

Subsidiary of Federal Signal Corporation

- Sound insulated

Door: Full view glass

- Opening from rear
- Rubber gasket sealed for dust protection
- Safety glass with tinted windshield and tinted sun visors, 36" visibility
- Tinted upper glass
- Dome Light
- Heater pressurizer with defroster, multi-vent air disbursement
- 2 speed intermittent windshield wipers, with washers
- Mirrors: Inside (1); outside, dual west coat with convex inserts and (2) 10" oval
- Tilt and telescoping steering column steering

Main Broom:

- 35" diameter
- 66" length
- Prefab. 1 pc. disposable, polypropylene double wrapped at both ends
- Steel reversible core
- Digging pressure & wear control in cab, hydraulic float
- In cab hydraulic raise and lower lift control
- Hydraulic motor drive
- Hydraulic cylinder suspended mounting
- Speed: Variable with engine RPM

Side Broom:

- Vertical digger type
- 36" diameter
- Steel plate disc construction
- Variable with engine RPM speed
- In-cab positioning hydraulic float flexibility
- Hydraulic motor drive
- Free floating mounting
- In/out (recoil spring), up/down adjustment
- Hydraulic, in cab pressure sensing
- Tempered steel wire

Conveyor:

- Chevron cleat reinforced rubber belt
- Speed: variable with engine RPM
- 9" oscillation for large object passage
- Hydraulic motor, chain and sprocket drive
- Sealed self-aligning, re-lube bearings



PUBLIC WORKS EQUIPMENT



Subsidiary of Federal Signal Corporation

Instrumentation/Controls:

- Full vision, illuminated panel

PUBLIC WORKS EQUIPMENT

Subsidiary of Federal Signal Corporation

Gauges: Speedometer/odometer, tachometer, engine hour meter, engine temperature, oil pressure, voltmeter, fuel, hydraulic oil temperature and water fill and on-board diagnostics

Electrical System:

- Hot stamped and color-coded wiring
- Alternator/regulator-unitized
- 120 amperes
- 12-volt, Group 31, 925 CCA, 180 min reserve battery
- Lights – halogen sealed multiple beam headlights,
- Combination stop and tail lights
- Adjustable side broom lights
- Directional signals with hazard switch
- Safety horn
- Electric backup alarm
- Sweep Flashers

Hydraulic System:

- Electronically controlled hydrostatic drive
- Variable displacement pump
- Variable displacement motor
- 'O' ring face seal type fittings
- 33-gal reservoir capacity
- Reservoir level externally readable
- 100 mesh inlet strainer
- Return, 10-micron absolute, full flow filter
- In cab filter restriction indicator
- 10-micron breather/fill cap

Hopper:

- Capacity volumetric: 3.6 yd³
- Material volume: 3.5 yd³
- Electro-hydraulic in-cab hopper lift and dump control
- Maximum dump height up to 9' 6"
- 17 sec to tilt hopper
- 21 sec to retract to working position
- 9,000 lbs design lift capacity
- Standard frontal dumping

Water Spray System:

- Polyethylene tank construction

PUBLIC WORKS EQUIPMENT

Subsidiary of Federal Signal Corporation

- 220-gal tank capacity
- 16' 8" with hydrant coupling fill hose
- Integral cascade hopper/conveyor wash
- Diagram with run dry capability pump
- Spray Nozzles: Atomizing, adjacent to each broom
- On/Off, volume high/low in-cab controls
- Filter: Non-corrosive housing, 100 mesh screen
- Cleanable anti-siphon fill standard

Brake System:

- Service – Multi caliper disc type, hydraulically applied, power assisted
- Park – Wet disc multi pack with spring applied hydraulically real eased push/pull activation. Interlock to prevent drive through if applied

Additional Features Included:

- Radio/Spotlights
- Mirror HTD and MTZ
- Light Package #5
- Auto Lube
- Freight
- Limb Guard
- Pelican NP T4F Service Manual
- John Deer T4F Service Manual
- Right Hand Side Broom Tilt
- (2) LED Backup/Rear Lights

Purchase Price \$228,513.00

Terms & Conditions

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

FOB: Fort Columbia, SC

Payment Terms: Due upon receipt

Purchase order required

Delivery: Stock To be Determined at Time of Order

Quotation valid for 60 days

PUBLIC WORKS EQUIPMENT

Subsidiary of Federal Signal Corporation

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 SNF Polydyne Inc. (hereinafter referred to as the "Seller"), for Seller to provide certain services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods described in Exhibit B, attached hereto. The description of goods shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; proof of insurance required under section 7 below; and approval of the City Council, if applicable. This agreement is valid through June 30, 2022. An option to renew or continue purchasing goods for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.gov/procurement-contracts/rules-regulations>, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

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

5. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed Ninety-Nine Thousand, Seven Hundred Thirty-Five Thousand dollars and 84/100, (\$99,735.84) 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.

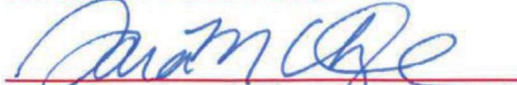
In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

APPROVED AS TO FORM


Legal Department City of Columbia, SC
9/2/2021

By: _____

Title: City Manager

Date: _____

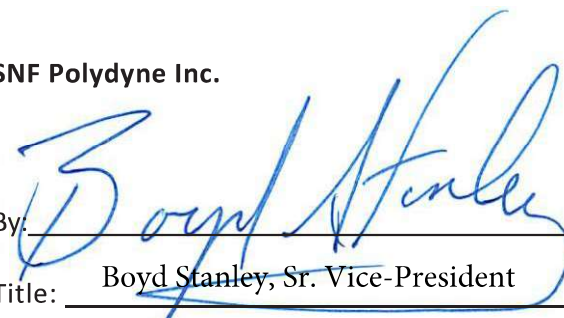
By: 

Witness

My Commission Expires
Dec. 17, 2022



SNF Polydyne Inc.

By: 

Title: Boyd Stanley, Sr. Vice-President

Date: 9/8/2021

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro Wastewater Treatment Plant Division,
(1)
Flo- Foam 476, (Anerobic Digester de-foamer)
(2)

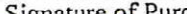
as a sole source procurement from SNF Polydyne Inc.
(3)
based upon the following justifications SNF/Polydyne's FloFoam 476 is the exclusive trademark
(4)
and no other vendor is authorized to supply this product. We need to purchase the Defoamer because
biological activity within the digesters creates the foam. If left untreated it will raise up and exit the
digester between the wall and lid and carry biosolids onto the ground, which is a regulatory issue. We
attempted to use product from USA Bluebook, but it was not effective.

This sole source is valid through June 30, 2022 Amount \$ 99,735.84

Utilities		01-17-2021
Department	Signature of Department Head	Date

Shannon L. Zervoli 7/21/2021
for Signature of Purchasing Agent Date

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

for Signature of Purchasing Agent	Date
	8/19/21
Signature of Finance Director	Date

Signature of Asst. City Manager _____ Date 8/10/2021

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.



July 14, 2021

Ms. Nancy Gonzalez
City of Columbia
Metro WWTP
1200 Simmons Tree Lane
Columbia, SC 29201

RE: Sole Source Declaration

Dear Ms. Gonzalez,

We trust this letter will serve your needs in defining SNF/Polydyne Inc. as the sole source supplier of the following product supplied to the City of Columbia:

FLOFOAM™ 476

FLOFOAM is SNF's exclusive trademark and no other vendor is authorized to supply this product to the City.

We appreciate your business. If you have any questions or require additional information, please feel free to contact me at (912) 880-8013.

Sincerely,

Boyd Stanley
Sr. Vice-President



Exhibit B

polydyne.snf.com

July 14, 2021

Ms. Nancy Gonzalez
 City of Columbia
 Metro WWTP
 1200 Simmons Tree Lane
 Columbia, SC 29201

RE: Polymer Price Quotation

Dear Ms. Gonzalez:

Polydyne Inc. is pleased to offer the City of Columbia the following price quotation:

PRODUCT	UNIT PRICE	PACKAGE
FLOFOAM 476	\$4.15 / LB. DELIVERED*	430 LB. DRUM

*Freight/Tariff Surcharge may apply. (3.5% on date of quotation)

$\times 4.15$
 $1,784.50/\text{drum}$

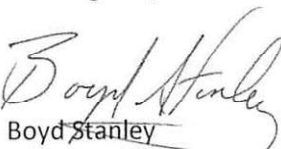
Sales tax is not applicable per City tax exemption # 1712046-001.

Quotation Period: Above-quoted price shall be valid through June 30, 2022.

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions, feel free to contact Blake Young, Technical Sales Representative, at (770) 316-8287. To place an order, please call our Customer Service department at (800) 848-7659. Orders may be placed online at: www.polydyneinc.com/polydyne-online-order-form/ or through our Customer Service Department. Your Customer Service Representative is Heather James. You can reach Heather by calling (800) 848-7659 Ext. 8735.

Best regards,


 Boyd Stanley
 Sr. Vice-President

Freight: for 2 drums: $1,784.50 \times 2 =$
 $\$3,569/\text{shipment}$

$3,569 \times .035$

$\$124.915$

$\boxed{\$124.72}$

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 Patterson Pope (hereinafter referred to as the "Seller"), for Seller to provide certain services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods described in Exhibit B, attached hereto. The description of goods shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; proof of insurance required under section 7 below; and approval of the City Council, if applicable. This agreement is valid through June 30, 2022. An option to renew or continue purchasing goods for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.gov/procurement-contracts/rules-regulations>, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

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

5. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed One Hundred Thirty-Four Thousand, Eight Hundred Thirty-Five dollars and 00/100, (\$134,835.00), which includes a 5 % contingency, 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.

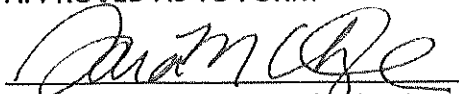
In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

APPROVED AS TO FORM


Legal Department City of Columbia, SC
9/22/2021

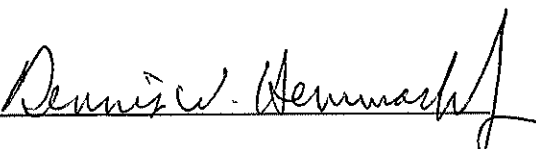
By: _____

Title: City Manager

Date: _____

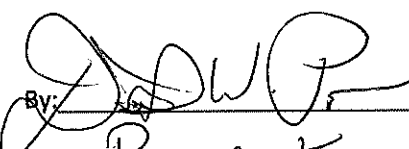
Patterson Pope

SIGN HERE

By: 

Witness

WITNESS

By: 

Title: President

Date: 9/28/2021



August 18, 2021

Ms. Carol Sforza
Columbia Water Utility Operations
PO Box 147
Columbia, SC 29217

The Dyna-Racks are proprietary design, and the drawings and specifications for these racks provided by Patterson Pope cannot be reproduced or provided to other vendors, as stated on the drawings provided. The size and load capacity of these racks are designed specifically to meet the storage requirement for quantity of pipes, as well as to be within the lift height and weight limits of Columbia Water – Wastewater Management’s existing forklift. Finally, Patterson Pope is the registered dealer of record for Dyna-Racks for this specific project and application, which prevents Dyna-Rack from quoting this to any other dealer.”

Additionally Patterson Pope supplied the existing Dyna-Racks and the existing cantilever racking that is currently in use by the department under PO Number P170549 dated 04/11/18.

Sincerely,

Ben McCollum
Account Manager
Patterson Pope
(843) 670-4457
bmccollum@pattersonpope.com

152 Cannon Street
Suite C
Charleston, SC 29403

843.937.0092
www.pattersonpope.com

Exhibit B



Proposal

Quote #: Q-41839-1
 Drawing Ver: 324214 3A-update
 Date: 8/27/2021
 Expires On: 10/22/2021

Patterson Pope

Remit To:
 10321 S. Medallion Dr.
 Cincinnati, OH 45241
 Phone: (704) 523-4400
 Fax: (704) 523-4499

Install To

Carol Sforza
 City of Columbia - Water Distribution & Waste Water
 4011 West Beltline Boulevard
 Columbia, SC 29204
 8035450461
 casforza@columbiasc.net

Bill To

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ben McCollum	bmccollum@pattersonpope.com		Deposit/Progress Payments

Group Name	Description	Net Total
Ridg-U-Rak	Cantilever Rack: Cantilever Rack manufactured by Ridg-u-Rak • DI Pipe Rack: One (1) "section" of single-sided rack, consisting of four (4) 15' tall uprights on 60" centers with a 48" base and (4) 48" adjustable arms per upright. Each level of arms has a load capacity of 10,400 pounds uniformly distributed load. Each individual arm is rated at 2,600 lb. each. • SDR 35 Pipe Rack: One (1) "section" of single-sided rack, consisting of three (3) 15' tall uprights on 60" centers with a 60" base and (2) 60" adjustable arms per upright. Each level of arm has a load capacity of 7,950 pounds uniformly distributed load. Each individual arm is rated at 2,650 lbs. each.	\$14,085.00
Dyna Rack Materials	Dyna-Rack Custom Fabricated Pipe Storage Rack "Design# 29709": Quantity of 5 racks, designed to house 4", 6", 8", 10", 12" and 16" Ductile Iron pipe in 20' lengths. Purpose is to store pipes in a manner that will allow safe storage and retrieval from cantilever rack using a forklift. Once the rack is retrieved and placed on the ground, the individual pipes may be lifted out of the rack using lift chains, which hooks onto the open ends of the pipe. Overall rack size is 216"W x 42"D x 28"H. Racks are inclusive of forklift tubes. Racks have a load capacity of 3,200 pounds and are estimated to weight 800 pounds empty. Racks are to be fabricated of steel, and painted with Blue Powder-Coat Indoor/Outdoor paint (galvanized finish not available). Racks ship fully assembled. Racks are not stackable.	\$20,500.00
Dyna Rack Materials	Dyna-Rack Custom Fabricated Pipe Storage Rack "Design# 29710": Quantity of 4 racks, designed to house 12", 15" and 18" SDR 35 pipe 14' lengths. Purpose is to store pipes in a manner that will allow safe storage and retrieval from cantilever rack using a forklift. Once the rack is retrieved and placed on the ground, the individual pipes may be lifted out of the rack using lift chains, which hooks onto the open ends of the pipe. Overall rack size is 144"W x 54"D x 48"H. Racks are inclusive of forklift tubes. Racks have a load capacity of 2,000 pounds and are estimated to weight 719 pounds empty. Racks are to be fabricated of steel, and painted with Blue Powder-Coat Indoor/Outdoor paint (galvanized finish not available). Racks ship fully assembled. Racks are not stackable. Note that 4 Dyna-Racks are being provided to meet your inventory storage capacity request, yet only 3 will fit on the cantilever rack provided in this quote. One is assumed that it will be used on the ground.	\$14,700.00
Dyna Rack Materials	Dyna-Rack Custom Fabricated Pipe Storage Rack "Design# 29711": Quantity of 2 racks, designed to house 18" and 20" Ductile Iron pipe in 20' lengths. Purpose is to store pipes in a manner that will allow safe storage and retrieval from cantilever rack using a forklift. Once the rack is retrieved and placed on the ground, the individual pipes may be lifted out of the rack using lift chains, which hooks onto the open ends of the pipe. Overall rack size is 216"W x 50"D x 28"H. Racks are inclusive of forklift tubes. Racks have a load	\$8,870.00



Proposal

Quote #: Q-41839-1
 Drawing Ver: 324214 3A-update
 Date: 8/27/2021
 Expires On: 10/22/2021

Patterson Pope

Remit To:
 10321 S. Medallion Dr.
 Cincinnati, OH 45241
 Phone: (704) 523-4400
 Fax: (704) 523-4499

Group Name	Description	Net Total
	capacity of 3,200 pounds and are estimated to weight 843 pounds empty. Racks are to be fabricated of steel, and painted with Blue Powder-Coat Indoor/Outdoor paint (galvanized finish not available). Racks ship fully assembled. Racks are not stackable.	
Unarco & Nashville Wire	Galvanized Pallet Rack for Outdoor Application: Materials for 32 bays of selective pallet racking, as shown on customer provided drawing. Quantity of 36 Uprights, 12 gauge, open back, 3x3. 6.5" x 8" x 3/8" baseplate, 4 anchors per upright. Quantity of 128 Support Beams, 108"L x 6"H face, 8" TD connector, 10,403# per pair, gravity lock 32 bays each 42" deep x 108"W x 144"H including two beam levels, plus the ground level for storage. Beam spacing is planned at 72" on center. To be installed as two single rows of 8 bays each, and one back to back row of 8 bays each, with 12" row spacers between the back to back rows. Each beam level will include galvanized wire decks as follows from Nashville Wire Products: Quantity of 128 PalletShelf 42"D x 52"W Waterfall Wire Deck, 8 ea. 12 ga. std. U supports for step beams, 2" x 4" mesh c-c 4 ga. wire all .225" diameter, finish is Gray, capacity is 5,000 lbs. UDL.	\$44,450.00
Freight	Freight: Freight costs of all materials direct to the customer site. Customer is responsible for receipt and offloading of all materials.	\$10,095.00
Installation	Installation: Installation services by Patterson Pope to include: • Labor to relocate existing ranges of Cantilever Rack • Labor to install new ranges of cantilever rack • Labor to install new selective pallet rack & wire decks • Forklift rental for duration of installation and move • All equipment is to be installed and anchored to the slab in accordance with the manufacturer's specifications	\$16,500.00
Contingency	5% contingency calculated on materials and freight to allow this quote to be valid for acceptance for an 8 week time period.	\$5,635.00

Sub Total:	\$134,835.00
Estimated Total Tax:	
Grand Total:	\$134,835.00

Lead-times vary by manufacturer. Plan for a minimum of 16 weeks for shipment of any materials.

Important Proposal Notes

Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

Patterson Pope requires a purchase order (or signed quote) for each individual accepted quote.

Contract Amendment #1**18.a**

Bross Group, LLC

7/6/2021

Description of Change: Request change in Sole Source Agreement for the Engineering Department between the City of Columbia (City) and Bross Group, LLC executed August 10, 2020 (Agreement) to renew the contact for the optional one-year term from July 1, 2021 through June 30, 2022 in an amount not to exceed One Hundred Eighty Thousand, Fifty-Seven dollars and 96/100.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term 6/30/2021; Purchase Order# P185571)	\$155,442.37
Amendment #1 (One year option Contract Renewal; Purchase Order# P185571):	\$180,057.96
Revised Contract Amount:	\$335,500.33

This Change is Acceptable:**Name of Firm**

Bross Group, LLC

Steven J Conner

Print Name

Steve Conner

Signature

9/17/2021

Date

City of Columbia

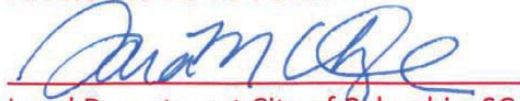
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/9/2021



Quote

PROJECT DESCRIPTION

Bross Group, LLC (BROSS) located in Lakewood, Colorado, will provide SharePoint Hosting Master Services for City of Columbia (COC), as defined in Exhibit A of our SOW.

SCOPE OF BASIC SERVICES

Basic Services to be provided by the BROSS under this Agreement shall be limited to the following: UBROSS shall provide Hosting and Maintenance Services for the Clean Water 2020 Program under the direction of COC'S Engineering Administrator, Byron T. Greene. Tasks and projects may vary as to issues and tasks assigned by COC. Assignment of projects will be through COC.

A. Hosting Services

A.1 Production Environment	Qty	Rate (\$)	Cost (\$)
Cloud Internet Committed 4Mbps - a redundant, managed Internet bandwidth service to provide high performance, highly available internet access	30	13 \$	390.00
Block level storage services - Storage Area Network for environment operations	2900	0.27 \$	783.00
Enterprise Firewall Service - a security service instance (context) that lives across highly available redundant hardware	1	140 \$	140.00

Roaming User VPN

- service to provide individual user to be securely connected into the Virtual

Data Center of the Client. Services are provided per named user

2 5.20 \$ 10.40

Public Cloud (VMware) - Additional GHz

- host machines (physical hardware) and associated hypervisor software (VMware ESX) required to operate the environment; per Ghz

3 60.00 \$ 180.00

Public Cloud v2 (VMware) --

- host machines (physical hardware) and associated hypervisor software (VMware ESX) required to operate the environment

64 18.9 \$ 1209.60

Backup Service (24hr backup, 35 day retention)

- Incremental backups configured to run every 24 hours• Full backups configured to run weekly and monthly during specified backup window

2900 0.40 \$ 1,160.00

Remote Site Auxiliary Replication to DSM

- Additional replica of the primary backup in a remote datacenter

2900 0.10 \$ 290.00

SQL Svr Standard Core

- Required Microsoft licensure for SQL Server

1 252.50 \$ 252.50

SharePoint Hosting ALNG LicSAPk MVL

- Required Microsoft licensure for SharePoint; Enterprise edition

1 1645.10 \$ 1,645.10

Monthly Sub total \$ 6,060.60

A.1 Production environment - Hosting Services 7/1/2021-6/30/2022 \$ 72,727.20

A.2 Test Environment

	Qty	Rate	Cost
Cloud Internet Committed 4Mbps	25	13	\$ 325.00
Enterprise Firewall Service	0.5	140	\$ 70.00
Block level storage services	2100	0.27	\$ 567.00
Public Cloud v2 (VMware) -- MEM	32	18.90	\$ 604.80
Roaming User VPN	2	5.20	\$ 10.40
Cloud (VMware) - Additional GHz	3	60.00	\$ 180.00
SQL Svr Standard Core	1	252.50	\$ 252.50
SharePoint 2013 Licensing	5	3.01	\$ <u>15.05</u>



Monthly Sub total \$ 2,024.75

A2. Test environment - Hosting Services 7/1/2021-6/30/2022 \$24,297.00

Total for Hosting Services 7/1/2021-6/30/2022 \$97,024.20

B. Account and Site Management, 3rd Party Solutions:

GoDaddy account management Recurring administration and DNS management	\$ 1,750.00
GoDaddy Domain Renewal Domain fees	\$167.88
GoDaddy workspace emails Fees and administration for workspace emails	\$267.88
Backup Transfer Storage and Labor Monthly physical backup and shipping of environment to client	\$ 3,800.00
Boost account management	\$ 1,750.00
Boost <u>Premium Service Support</u> : per site collection; 2 servers @ \$400 Extended service and support, prioritized support	\$ 800.00
Boost Bulk Properties Editor site collection license for unlimited users; 2 server	\$1,598.00
Bulk Properties and Check In – License fees	
Monthly Account management and reporting Planning, coordination and reporting	\$750.00
MailRoute services Anti-spam service	\$ 3,250.00
Account and Site Management, 3rd Party Solutions 8/1/2020 – 7/31/2021 :	<u>\$14,133.76</u>

C. Routine Environment Maintenance:

- Recurring maintenance activities
- o Patching - patching and updates will be scheduled in advance
 - SP Farm
 - Windows OS
 - SP
 - SQL
- o DBA support on SQL Server
 - SQL Security
 - Transaction log management
- o Monitoring and reporting
 - Monthly Audit and security review
 - Storage management, drive expansion
- o MailRoute management and administration Patching and updates will be scheduled in advance.

Routine Environment Maintenance 7/1/2021-6/30/2022 Annual fee total \$37,600.00

D. Change and on demand IT support

- On demand support and all other support will be responded to as soon as possible with a goal of no more than 2 business days.
- Types of activities included in this category
 - o Upgrades of software
 - SQL version
 - OS version
 - Etc.
 - o Incident response
 - Analysis, troubleshooting and resolution of unplanned issues or outages
 - o Changes to site

Based on historical trends, this type of effort will average 8 hours a month with some months being lower and some higher.

Change and on demand IT Support (Average of 11 hours per month for 12 months at \$150.00 per hour)
Total: \$19,800.00

These hours will be invoiced monthly as incurred. Requests for this work will be submitted by the OWNER/COC via the support portal. Updates and estimates for this type of work will be entered and tracked in the support portal. Email will not be the primary form of communication and will only be used to facilitate coordination of work, not requests or approvals.

A monthly support spreadsheet shall provide the following information:

- Date of time entry
- Item Name
- Description of Service
- Resource Name
- Billable Hours
- Non-Billable Hours
- Billed Hours
- Rate
- Billed Amount

E. Management Advisory Services/Project Work:

- For specific development initiatives or site structure changes (above and beyond those specifically stated in the “prioritized SharePoint Site Support and Issue resolution services” outlined above) will be quoted and approved via e-mail prior to work beginning and will be based on the following rate schedule:
 - o SharePoint SME \$135 per hour
 - o SharePoint Architect \$150 per hour
 - o Project Manager \$120 per hour

F. Contingency for Hosting and Support and Routine Maintenance.

- This will only be used with approval of COC to be able to provide services to BROSS in an emergency situation, which may include additional infrastructure or emergency additions to the scope. Each use of this line item will need to be approved by COC and documentation provided by BROSS for justification. Not to Exceed \$11,500.00.

COC'S RESPONSIBILITIES

- COC will be responsible for coordinating with their personnel to provide and coordinate maintenance, reports, analysis, edits, corrections, and format changes with data and information as needed and related to the project.
- COC will assist in necessary evaluation, review and meetings.
- COC will assist and coordinate with their personnel to provide access to the site, as needed.

PERIODS OF SERVICE

BROSS shall complete Task Order No. 2 per the following milestone schedule:

Provide hourly services from July 1, 2021 until June 30, 2022. For this period, it is assumed that BROSS will provide:

- o Hosting and Account Management for SharePoint Site, which includes server configuration as stated above; monthly backups; management of GoDaddy account including renewal fee and workspace email fee; management of Boost Account including renewal fee.
- o Account and Site Management of 3rd Party Solutions.
- o Prioritized SharePoint Site Support and Issue Resolution.
- o Change and On Demand IT Support.

At no time shall BROSS terminate or shut down the hosting services without written approval from the COC'S Engineering Administrator.

Should, at any time, BROSS not continue to be responsible for the SharePoint hosting, BROSS shall work with COC to transition the responsibility to COC or other designated firm.

PAYMENTS TO THE BROSS

The BROSS invoice for this task order shall provide line items for the following breakout of services:

1. Annualized cost for hosting and account management for SharePoint site for 12 months - **\$97,024.20**
2. Account and Site Management, 3rd Party Solutions - **\$14,133.76**
3. Routine Environment Maintenance - **\$37,600.00**
4. Change and On Demand IT Support – **\$19,800.00** (May be billed each month by hourly rate agreed to, not to exceed total of \$19,800.00 for Task Order. Invoice must include support spreadsheet as defined in Exhibit A)
5. Contingency for Hosting and Support and Routine Maintenance. - **\$11,500.00** (may only be invoiced with approval from COC and justification in form of Change Request from BROSS)

BROSS shall be compensated for the annualized cost for hosting services as outlined above. It is expected



that Items 1, 2, and 3 will be a one-time invoice for services to be completed during the period of service stated in this Task Order. As stated above, items 4 and 5 may be invoiced as needed on an hourly and/or unit price basis (hourly rate schedule as shown in Exhibit A). Item 5 may only be invoiced with justification from BROSS and approval from COC. The not to exceed fee for the scope of services for this Task Order is **\$180,057.96**. Payment for fees will be paid monthly based on actual labor time and the hourly billing rates in accordance with Billing Rate Schedule.

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Blanchard Machinery Company (hereinafter referred to as the "Seller"), for Seller to provide certain goods and related 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 and services described in Exhibit B, attached hereto. The description of goods and services 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 and services under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable. This agreement is valid through June 30, 2022. An option to renew or continue purchasing goods and services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. 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.

6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed One Hundred Sixty-Nine Thousand, Seven Hundred Fifty dollars and no/100, (\$169,750.00) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. 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.

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

8. Insurance. If determined by the City to be appropriate and necessary, the 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.

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 and services 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 and services provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

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

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.

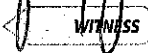
In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

By: 

Witness 

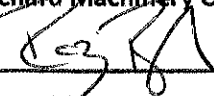
By: _____

Title: City Manager

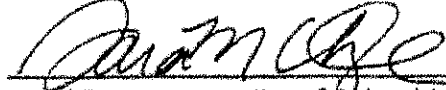
Date: _____

Blanchard Machinery Company

SIGNATURE

By: Title: VP Machine SalesDate: 9-17-21

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/2/2021

Exhibit - A

Requisition # R211786 JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Wastewater Management Division,
Open Purchase Order for service, repairs and parts needed on all Caterpillar equipment.

(2)

as a sole source procurement from Blanchard Machinery

(3)

based upon the following justifications: Blanchard Machinery is the only authorized source

(4)

of Caterpillar parts and service. This will eliminate compatibility problems with the divisions current equipment.

This sole source is valid through 06/30/2022 Amount \$48,600.00

Utility Operations/WWM
Department

[Signature]
Signature of Department Head

7-16-21
Date

[Signature]
Signature of Purchasing Agent

8/2/21
Date

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

[Signature]
Signature of Finance Director

8/5/21
Date

[Signature]
Signature of Asst. City Manager

8/6/2021
Date

Signature of City Manager

Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be procured
(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. 06/2016)

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.

Exhibit A - 1

Requisition # R211038, R211724 & R211725JUSTIFICATION 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 Metro, Canal, Lake Murray and Waste Water Division,

(1)

Caterpillar items, sales, services, parts, repair work, maintenance and Warranty and Extended Service Coverage (ESC) services on all CAT/CAT

(2)

Branded generators/engines, and UPS products for Lake Murray Plant x 3, Chapin PS, Taylor Chapel PS, Winterwood PS, Canal Water Plant & Metro

as a sole source procurement from Blanchard /CAT (Blanchard Machinery)

(3)

based upon the following justifications Blanchard /CAT is the authorized factory Caterpillar Dealer/Service provider

(4)

in South Carolina. Allowing outside vendors to repair this equipment will void our Warranty and Extended Service Coverage (ESC). The parts purchased from

Blanchard are for the repair work for equipment that we own. Equipment failure could cause a major sewer overflow into the river.

Estimated amounts Metro \$100,000.00 LMWP \$9,360.00 CCWP \$11,790.00

This sole source is valid through June 30, 2022

Amount \$ 121,150.00

UTILITIES

Department

Signature of Department Head

7/22/2021

Date

Signature of Purchasing Agent

7/27/2021

Date

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

Signature of Finance Director

7/28/2021

Date

Signature of Asst. City Manager

8/6/2021

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.



Caterpillar Inc.
Electric Power Division
PO Box 610
Mossville, IL 61552

July 15, 2021

To Whom It May Concern,

Blanchard Machinery is recognized as the sole authorized factory Caterpillar Sales, Service, and Parts provider for South Carolina. Blanchard Machinery is authorized for performing Warranty and Extended Service Coverage (ESC) services on all Caterpillar and Caterpillar branded generator packages and engines including Olympian and ISO/Caterpillar switchgear and UPS products. With every purchase you make, you can be sure you are receiving the full extent of Caterpillar's experience and reputable customer service.

Blanchard Machinery has the only authorized factory trained technicians in South Carolina that have access to the most current knowledge base and factory data available on your Caterpillar branded products. Their experience, knowledge, and training, along with their access to factory support means that they can perform your services faster and more efficiently than any other non-factory authorized service provider.

Thank you again for choosing Blanchard Machinery for all of your power quality needs. Both Blanchard Machinery and Caterpillar look forward to serving you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Jo Liang".

Jo Liang
Product Support Territory Manager
Caterpillar Inc.
Electric Power Division
liangjo@cat.com

Exhibit B



CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC

Genset Maintenance

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1615500	2166465	6/8/2021	ASHLEY DOVE
PHONE NO.	FAX NO.	EMAIL	
		ashley.dove@columbiasc.gov	
MODEL	MAKE		SERIAL NO.
	AA		
UNIT NO.	HOURS	WO NO.	P.O. NO.
CANAL			
Note			
CANAL FRESHWATER / JULY 2021-JUNE 2022			

SEGMENT: 01

QUARTERLY 'EOC' GENERATOR MAINTENANCE(*)(**)
CAT C175 – S/N WYB00336

INCLUDES: ONE SERVICE (OIL FILTERS, PRIMARY AND SECONDARY FUEL FILTERS, OIL / COOLANT / FUEL SAMPLE ANALYSIS, 'BIOBOR' FUEL ALGAECIDE, INSPECTION) AND THREE QUARTERLY OIL SAMPLE INSPECTIONS.

(*) 'EOC' - CAT EXTENDED OIL CHANGE PROGRAM ALLOWS OIL CHANGE INTERVAL EXTENSION TO (3) YEARS / (500) HOURS. ACTUAL OIL CHANGE ESTIMATED SEPARATELY / AS NEEDED BASED ON QUARTERLY OIL SAMPLE ANALYSIS. OIL CHANGE DUE IN 2022 AND INCLUDED IN THIS ESTIMATE

(**) - KEEPS GENSET ELIGIBLE FOR CONTINUED CAT WARRANTY COVERAGE (IF APPLICABLE).

Segment 01 Total: 6,520.00

SEGMENT: 02

QUARTERLY 'EOC' GENSET MAINTENANCE
CATERPILLAR 3512 S/N 6WN00316

INCLUDES: ONE SERVICE (ENGINE OIL AND FILTERS, FUEL FILTERS, OIL / COOLANT / FUEL SAMPLE ANALYSIS, INSPECTION) AND THREE QUARTERLY INSPECTIONS.

(*) 'EOC' PLAN ALLOWS FOR EXTENSION OF OIL CHANGE TO 3 YEARS / 500 HOURS UNLESS MERITED BY OIL SAMPLE RESULTS.

OIL CHANGED DUE IN 2021 AND INCLUDED ON THIS ESTIMATE.

Segment 02 Total: 3,550.00

SEGMENT: 03 STANDARD ANNUAL MAINTENANCE
OLYMPIAN D40P3 S/N NPF02128

INCLUDES: ENGINE OIL AND FILTER, FUEL FILTER, OIL AND FUEL SAMPLE
ANALYSIS, FUEL BIOCID, AND INSPECTION.

Segment 03 Total: 820.00

SEGMENT: 04 ANNUAL GENERATOR MAINTENANCE / PORTABLE GENSET
CATERPILLAR 3406 S/N 1LS00498

INCLUDES: ENGINE OIL AND FILTER, FUEL FILTER, OIL AND FUEL
SAMPLE ANALYSIS, 'BIOBOR' FUEL ALGAECIDE, AND INSPECTION.

Segment 04 Total: 900.00

Total Estimate: 11,790.00

SUB TOTAL (BEFORE TAXES) 11,790.00

"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#: _____ **Authorized Name:** _____ (Please Print)

Date: ____/____/____ (Signature)

CONTACT INFORMATION:

Prepared by: Stephen Works Phone(O): (803) 926-4186 Email: stworks@blanchardmachinery.com Fax: (803) 926-4230

This estimate will expire 30 days from the estimate date.

Price excludes Overtime.

Terms: Net 10th Prox.

Sales Taxes where applicable are not included with the above prices.

Non-warrantable discrepancies note during inspections will merit separate estimates.



CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC

Genset Maintenance

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1615500	2166580	6/15/2021	DAVID SHARPE
PHONE NO.	FAX NO.	EMAIL	
803-749-5849		dasharpe@columbiasc.net	
MODEL	MAKE		SERIAL NO.
	AA		LAKE MURRAY
UNIT NO.	HOURS	WO. NO.	P.O. NO.
Note			
LAKE MURRAY SYSTEM / JULY 2021 - JUNE 2022			

SEGMENT: 01 QUARTERLY GENSET MAINTENANCE / CAT 'EOC' PROGRAM(*)(**)(***)
CAT C-175 S/N WYB01805
LAKE MURRAY WTP PLANT

INCLUDES: ONE SERVICE (OIL FILTERS, PRIMARY AND SECONDARY FUEL FILTERS, OIL / COOLANT / FUEL SAMPLE ANALYSIS, FUEL BIOCID, INSPECTION) AND THREE QUARTERLY OIL SAMPLES.

(*) - CAT EXTENDED OIL CHANGE PROGRAM ALLOWS OIL CHANGE EXTENSION TO 3 YEARS / 500 HOURS OR AS MERITED BY OIL ANALYSIS. ACTUAL OIL CHANGE ESTIMATED SEPARATELY / AS NEEDED.

(**) - KEEPS GENSET ELIGIBLE FOR CONTINUED CAT WARRANTY COVERAGE (IF APPLICABLE)

(***) - (5) YEAR PM PLAN PURCHASED WITH NEW SALE; PAID IN FULL UNTIL 2023.

Segment 01 Total: 0.00

SEGMENT: 02 QUARTERLY GENSET MAINTENANCE(*)
CATERPILLAR 3512 S/N 6WN00314
LAKE MURRAY WTP

INCLUDES: ONE SERVICE (OIL FILTERS, PRIMARY AND SECONDARY FUEL FILTERS, OIL / COOLANT / FUEL SAMPLE ANALYSIS, FUEL BIOCID, INSPECTION) AND THREE QUARTERLY OIL SAMPLES.

(*) - ACTUAL OIL CHANGE ESTIMATED SEPARATELY / (DUE IN 2023).

(**) - KEEPS GENSET ELIGIBLE FOR CONTINUED CAT WARRANTY COVERAGE (IF APPLICABLE)

Segment 02 Total: 2,375.00

SEGMENT: 03	ANNUAL GENSET MAINTENANCE PORTABLE GENSET @ LAKE MURRAY PLANT CATERPILLAR 3406 S/N 1LS00499 INCLUDES: ENGINE OIL AND FILTER, FUEL FILTER, 'BIOBOR' FUEL ALGAECIDE, OIL AND FUEL SAMPLE ANALYSIS, AND INSPECTION.	
Segment 03 Total:		950.00
SEGMENT: 04	QUARTERLY GENERATOR 'EOC' MAINTENANCE(*) (**) / WINTERWOOD PUMP STATION - 1240 WINTERWOOD RD. CATERPILLAR C-27 S/N GDS00630 INCLUDES: ONE SERVICE (ENGINE OIL AND FILTERS, PRIMARY AND SECONDARY FUEL FILTERS, OIL / COOLANT / FUEL SAMPLE ANALYSIS, FUEL BIOCIDE, INSPECTION) AND THREE QUARTERLY OIL SAMPLES. (*) - CAT EXTENDED OIL CHANGE PROGRAM - OIL CHANGE INCLUDED IN 2021 AS IT IS DUE. (**) - KEEPS GENSET ELIGIBLE FOR CONTINUED CAT WARRANTY COVERAGE (IF APPLICABLE)	
Segment 04 Total:		2,575.00
SEGMENT: 05	ANNUAL GENERATOR MAINTENANCE(*) / CHAPIN PUMP STATION 11649 BROAD RIVER RD, COLA CAT C-97 NBP00579 INCLUDES: ENGINE OIL AND FILTER, PRIMARY AND SECONDARY FUEL FILTER, OIL AND FUEL SAMPLE ANALYSIS, 'BIOBOR' FUEL ALGAECIDE, AND INSPECTION. (*) - KEEP SGENSET ELIGIBLE FOR CONTINUED CAT FACTORY WARRANTY (IF APPLICABLE)	
Segment 05 Total:		1,250.00
SEGMENT: 06	QUARTERLY GENSET MAINTENANCE / CAT 'EOC' PROGRAM(*) (**) CAT 3512 S/N SBG00429 MONTICELLO RD. (102 TAYLOR CHAPEL RD, COLUMBIA) INCLUDES: ONE SERVICE (OIL FILTERS, PRIMARY AND SECONDARY FUEL FILTERS, OIL / COOLANT / FUEL SAMPLE ANALYSIS, FUEL BIOCIDE, INSPECTION) AND THREE QUARTERLY OIL SAMPLES. (*) - CAT EXTENDED OIL CHANGE PROGRAM ALLOWS OIL CHANGE EXTENSION TO 3 YEARS / 500 HOURS OR AS MERITED BY OIL ANALYSIS. ACTUAL OIL CHANGE ESTIMATED SEPARATELY / AS NEEDED (DUE IN 2023). (**) - KEEPS GENSET ELIGIBLE FOR CONTINUED CAT WARRANTY COVERAGE (IF APPLICABLE)	
Segment 06 Total:		2,210.00
Total Estimate:		9,360.00
SUB TOTAL (BEFORE TAXES)		9,360.00

"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#: _____ **Authorized Name:** _____ **(Please Print)**

Date: ____/____/____ **(Signature)** _____

CONTACT INFORMATION:

Prepared by: Stephen Works **Phone(O):** (803) 926-4186 **Email:** stworks@blanchardmachinery.com **Fax:** (803) 926-4230

This estimate will expire 30 days from the estimate date.

Price excludes Overtime.

Terms: Net 10th Prox.

Sales Taxes where applicable are not included with the above prices.

Non-warrantable discrepancies note during inspections will merit separate estimates.

Michael Baker International
SS7592 – Project Management Services



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-20-21-NMJ Project Management and Capacity Assurance Program Professional 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, (hereinafter referred to as the "Consultant,"), to provide project management and consultant oversight 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 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** – This Agreement shall expire, unless terminated earlier provided herein, on June 30, 2022. 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*

Michael Baker International
SS7592 – Project Management Services

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 renew 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 a renewal of the initial term or any additional term. The determination to renew 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 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 for fiscal year 21/22 shall not exceed One Hundred Thirty Thousand, Two Hundred Forty Dollars and No/100 (\$130,240.00).
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

Michael Baker International
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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 Consultant's sworn statement that it has complied with the prompt payment requirements. The

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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.

Michael Baker International
SS7592 – Project Management Services

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>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/>) - **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 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

Michael Baker International
SS7592 – Project Management Services

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.

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)

Michael Baker International
SS7592 – Project Management 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 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

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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.

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10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
11. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Consultant is expected to make Consultant'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 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;

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- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the 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

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be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Michael Baker International

Name: Kyle Crager, P.E.
Title: Water Services Manager
Address: 700 Huger Street
Columbia SC 29201
Phone: (803) 231-3849
Email: Kyle.Crager@mbakerintl.com

16. **CONSENT DECREE Non-Applicable**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents,

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- records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

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- E. The Consultant shall perform the services pursuant to this Agreement using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

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

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

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

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not,

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

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

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

- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including

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- selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

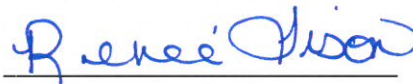


Legal Department City of Columbia, SC
9/8/2021

MICHAEL BAKER INTERNATIONAL

Reneé Tison, PE, Vice President

Print: Name/Title

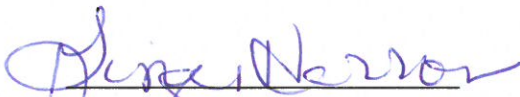


Signature

Date: 9/14/21

(Corporate Seal)

Attest



Signature

Date: 9/14/21

Michael Baker International
SS7592 – Project Management Services

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP# SS7592
Project Management Services

Project Description

The services provided by Michael Baker International (Consultant) to the City of Columbia (City) under Project SS7592 – Project Management Services generally include providing project management and consultant oversight services to the City including managing project scope, schedule and budget for various selected capital improvement and operation and maintenance related projects. Project complexity and type may vary based upon the needs of the City but is generally expected to consist of conveyance and/or pump station projects of moderate complexity and size.

It is anticipated that the current need for part time project management services will require a workload of approximately 16 hours per week. The City may coordinate with the Consultant to increase or decrease the amount of services to be provided as needs evolve.

In general, the Consultant shall coordinate with the City and the City's Clean Water 2020 (CW2020) Program Manager on all aspects of project management including, but not limited to:

- Managing all phases of work, including planning, preliminary engineering, design, permitting, bidding, and construction
- Closely monitoring scope, schedule and budget and reporting to CW2020 and the City on project status
- Daily and weekly coordination between consulting engineers, contractors, CW2020 program staff, and City Staff.
- Utilizing standard processes developed by the City and CW2020
- Working with consulting engineers, City, and CW2020 staff to identify, investigate, analyze engineering problems, including recommending and implementing solutions as directed.
- Acting as the City's project management representative with consulting engineers, equipment manufacturers and contractors.
- Deliverable review of consultant submittals
- Assisting in the development of scopes of work for new projects, as needed.

Project Management Services

Provide project management overview for projects and tasks assigned by the City to the Consultant and under the direction of the CW2020 Program Manager. Tasks and projects may vary as to issues and tasks assigned by the City.

The Consultant's Project Manager (Michael Leath) will follow guidelines and methods developed by CW2020 for the City. The Consultant is responsible for following these guidelines and methods to properly track, report, and assist in overview of projects under the CW2020 Program. The guidelines are provided in the CW2020 Project Manager Guide. The Project Manager is responsible for the projects' data being collected and properly stored in SharePoint. The Project Manager will be responsible for project management reporting status to the CW2020 Program Controls, Project Management, and City in clear, effective, and accurate reports.

The Project Manager will report to the CW2020 Design and Construction Management Task Leader (Jamie Kelso), CW2020 Project Manager (Bryan Cully), and the City's Wastewater Project Manager (John Riggs) and will work as an extension of City's staff. The CW2020 Design and Construction Management Task Leader (Jamie Kelso) will be responsible for assigning and monitoring the work of the Project Manager. All newly assigned work will be approved by the City's Wastewater Project Manager prior to final assignment to the Project Manager.

The Project Manager is expected to work normal work hours or as approved by the City, excluding City Holidays and Vacation.

Project-specific management services shall also include the following tasks:

- Participation in design review and other project meetings, including review of agendas and minutes
- Ensuring SharePoint is kept current with all relevant project documentation
- Overseeing consulting engineers as they complete and submit design documents.
- Reviewing consultant engineer's deliverables, including invoices, monthly progress reports, schedules, reports, studies, technical memorandums, design submissions, permit submittals, etc.
- Providing easement and property coordination between consulting engineers, City Engineering, and City Real Estate Staff.
- Providing bidding assistance and coordination with the City's Engineering and Procurement staff.
- Reviewing construction work in progress, participating in construction progress meetings, and reviewing work at completion for compliance with the approved project documents.
- Managing and coordinating public involvement, as required.

Primary Responsibilities:

Maintain project management services for the City overseeing the consultants/contractors that will be awarded or have been awarded contracts by the City. These contracts are included in the following list:

- SS7433 – Cunningham, Cramer, and Summerlea Sewer Relocation and Rehabilitation
- SS7546 – Mallard Point FM Replacement
- SS7547 – Yacht Cove FM Replacement
- Others may be assigned by the City as funding and time allows

EXHIBIT B
PROJECT SCHEDULE

City of Columbia
CIP# SS7592
Project Management Services

The services described under Exhibit A – Scope of Services will be provided within the mutually agreeable schedule established within the period from Notice-To-Proceed through June 30, 2022. It is anticipated that services under Exhibit A, upon mutual agreement, may be authorized by the City for up to two additional one-year renewal periods and associated approved funding contract Amendments in accordance with RFQ 001-20-21-NMJ.

For the period of service listed below, it is assumed that the Project Manager (Michael Leath) will provide up to 16 hours a week to provide the services outlined in Exhibit A – Scope of Services. The period of service can be modified or terminated as outlined in the Agreement.

Upon authorization by the City and mutual agreement by Michael Baker International, it is currently anticipated that the total Contract schedule will be extended through the dates listed below:

Task	Start Date	End Date
NTP for PM Services for FY21/22	NTP	June 30, 2022
PM Services Extended through FY22/23 (by Contract Renewal)	July 1, 2022	June 30, 2023
PM Services Extended through FY23/24 (by Contract Renewal)	July 1, 2023	June 30, 2024

EXHIBIT C
COMPENSATION

City of Columbia
CIP# SS7592
Project Management Services

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on an hourly basis with a not-to-exceed cost ceiling as outlined below. The not-to-exceed cost ceiling is broken out by fiscal year and shown in Table 1.

The Consultant will provide hourly services upon issuance of the Notice-To-Proceed until June 30, 2022 (End of FY21/22). Services beginning on July 1, 2022 shall be authorized upon issuance of an approved Contract renewal followed by an approved contract funding amendment for up to two additional one year periods.

Table 1 – Cost Breakdown by Fiscal Year

Task	Not-To-Exceed Cost Ceiling	Funding Year
Task 100 – Project Management Services (by hour)	\$130,240.00 (44 wks)	FY 21/22
Total Contract Value*:	\$130,240.00	FY21 / 22

*FY 22/23 and FY 23/24 Services are subject to an approved Contract renewal.

The Consultant shall be compensated for actual work performed on an hourly and unit price basis (hourly rate schedule provided in Exhibit D) for services listed in Exhibit A. The Not-to-Exceed Fee for scope of services from September 1, 2021 through June 30, 2022 is \$130,240.00. The total Not-To-Exceed Fee of scope of services from NTP through June 30, 2022 is \$130,000.00 (Fiscal year funding approvals and additional scope of service(s) for this effort may be created and executed by contract amendment if mutually agreeable).

Payment for fees will be paid monthly based on actual labor time and the hourly billing rates accordance with Exhibit D. The hourly rates provided shall include all expenses.

All invoices for this Contract shall provide line items for the following breakout of services:

1. Invoiced Labor (by hour) - \$XXX,XXX.00 (XX hours x \$XXX/hr.)
2. Also include the total contact authorized amount, City purchase order number, Date of services, and amount remaining on contract.

When services performed under this contract approach the not-to-exceed budget limit, the Consultant will notify the City in writing. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

**HOURLY BILLING RATES
2021-2022 Michael Baker International**

**City of Columbia
CIP# SS7592
Project Management Services**

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on a not-to-exceed cost ceiling of \$130,240.00 for FY21/22.

Michael Baker International shall be allowed to adjust employee hourly rates on an annual basis starting in July 2022. Adjustments shall not exceed 3% per year. Table 1 below summarizes the FY21/22 Michael Baker International Billing Rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

Table 1: FY21/22 Hourly Billing Rates

Employee Classification	Billing Rates (\$/hr)
Senior Project Manager	\$185.00
Technical Manager	\$155.00
Project Manager	\$135.00
Project Engineer	\$115.00

Appendix: Business Information Record for Subconsultants/Subcontractors

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

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

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

TOTAL CONTRACT AMOUNT: \$ \$130,240.00

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

Business Name: - Michael Baker International

Representative Name/Title: Kyle Crager, P.E.

Date: 8/12/21

CONTRACT

City of Columbia, South Carolina

SS7547

Yacht Cove Force Main Replacement

BID004-21-22-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and Shady Grove Construction, LLC, with legal address and principal place of business at 1079 W. Shady Grove Rd, Irmo, SC 29063, 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 ninety (90) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional thirty (30) consecutive calendar days to final completion for a total construction time of one hundred twenty (120) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). 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 One Hundred Fifty-Four Thousand Five Hundred Forty-One Dollars and Seventy-Three Cents (\$154,541.73). This contract also provides for an additional contingency in the amount of Fifteen Thousand Four Hundred Fifty-Four Dollars and Seventeen Cents (\$15,454.17) 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.

City of Columbia, SC
8/06/2020

1

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 **Five Hundred Dollars and Zero Cents (\$500.00)** 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 17 "Specifications for Sanitary Sewer", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Project Manual.

9.2.8 Location Map.

9.2.9 Drawings, numbered SS1 through SS8, inclusive and dated 11/02/2020.

9.2.10 Addendum number 1 inclusive.

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

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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.

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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 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



Utilities and Engineering
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: Gary Porth,
Construction Procurement Manager

From: John Riggs, P.E.,
Wastewater Project Manager

Date: September 9, 2021

Subject: SS7547 – Yacht Cove Force Main Replacement Project
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7547 – Yacht Cove Force Main Replacement Project on September 1, 2021. The five received bids are listed below:

Responsive Bidders

Shady Grove Construction, LLC	\$154,541.73
Stutts & Williams, LLC	\$173,044.00
GH Smith Construction, Inc	\$208,730.00
AAA Utility & Construction, LLC	\$216,285.71
Corley Construction, LLC	\$221,234.00

The responsive bid tabulations have been reviewed and we find no issues with the five responsive bids provided. The responsive low bidder is Shady Grove

ColumbiaSCWater.Net



Construction, LLC. We recommend awarding this contract to Shady Grove Construction, LLC in the amount of \$169,995.90 which includes their base bid of \$154,541.73 and a 10% Owner's Controlled Contingency of \$15,454.17.

Sincerely,



John Riggs, P.E.

Wastewater Project Manager

Attachments:

- SS7547 – Engineer's Award Recommendation Letter (DESA)



September 1, 2021

Attn: John T Riggs, PE
Wastewater Project Manager
City of Columbia
Department of Engineering
P.O. Box 147
Columbia, SC 29217

Reference: BID #004-21-22-LAG Yacht Cove Force Main Replacement (SS7547)

Dear Mr. Riggs,

Bids for #0004-21-22-LAG were opened on Tuesday September 1, 2021, for the sewer force main replacement and associated infrastructure improvements for Yacht Cove Subdivision. Shady Grove Construction, LLC has provided the lowest bid for this project of \$154,541.73 plus a 10% contingency fee of \$15,454.17 making a total of \$169,995.90. The DESA Engineer's Opinion of Probable Construction Cost was \$197,330 plus a 10% contingency, and the five bids ranged from \$155,541.73 to \$221,234.40.

DESA reviewed the bid tabulations that were received from the City of Columbia on September 1, 2021. After reviewing the bids, it appears the unit prices on each bid are within reasonable range. Based on the bid analysis, DESA recommends awarding the contract to the lowest bidder, Shady Grove Construction, LLC.

Thank you for the opportunity to assist the City of Columbia with the design of this project and should you have any questions, please do not hesitate to call.

Sincerely,

Stephen Green, PE
Project Manager

cc: Mike Leath, CW2020
Jamie Kelso, PE CW2020



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator
Latonya Germany, Program Compliance Specialist

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

DATE: September 1, 2021

SUBJECT: PROJECT: BID004-21-22-LAG Yacht Cove Force Main Replacement (SS7547)

Bids for this project were opened publicly at 10:00 A.M., September 1, 2021 by COC Procurement & Contracts via TeleCom Services.

Bids submitted for the referenced project were in participation with the Local Business Enterprise (LBE) Program. The apparent responsive low bidder is Shady Grove Construction, LLC of Irmo, SC at \$154,541.73

Please review for Local Business Enterprise 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: *Latonya Germany*
Juliet Nelly, Compliance Administrator
LaTonya Germany, Compliance Specialist

DATE: September 1, 2021

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 (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Fortiline Waterworks DUNS# 007929938 CAGE# 4JWU7	V001462	Pipe Appurtenances	\$23,428.74	15.16 %		
Capital Concrete Company		Concrete Flow Fill	\$5,000.00	3.24 %		
Dun-Right Services		Lining	\$4,581.12	2.96 %		
				%		
				%		
				%		

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: \$ 33,009.86

TOTAL CONTRACT AMOUNT: \$ 154,541.73

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

Business Name: Shady Grove Construction, LLC

Representative Name/Title: Erica M Richardson, Managing Member

Date: September 1, 2021

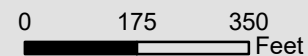
Event Number	BID004-21-22-LAG Addendum 1	Organization	City of Columbia, SC
Event Title	Yacht Cove Force Main Replacement	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	8/3/2021 10:12:10 AM (ET)	Phone	
Close Date	9/1/2021 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Shady Grove Construction, LLC	Irmo	SC	9/1/2021 09:05:52 AM (ET)	1	\$154,541.73
Stutts & Williams, LLC	Lexington	SC	9/1/2021 09:35:56 AM (ET)	1	\$173,044.00
G H Smith Construction, Inc	Columbia	SC	9/1/2021 08:17:39 AM (ET)	1	\$208,730.00
AAA Utility and Construction LLC	Columbia	SC	9/1/2021 09:19:41 AM (ET)	1	\$216,285.71
Corley Construction, LLC	Columbia	SC	9/1/2021 09:47:29 AM (ET)	1	\$221,234.40

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



- Basin Boundary
Tax Parcel



Prepared For: **Packet Pg. 252**

Contract

City of Columbia, South Carolina

SS7546

Mallard Pointe Force Main Replacement MPP

BID003-21-22-CE

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and Stutts & Williams, LLC with legal address and principal place of business at P.O. Box 2046, Lexington, SC 29071, 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 Chao & Associates.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be sixty (60) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional thirty (30) consecutive calendar days to final completion for a total construction time of ninety (90) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP). 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 at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as One Hundred Seventy-Five Thousand Nine Hundred Sixty-Nine Dollars and Zero Cents (\$175,969.00). This Contract also provides for an additional contingency in the amount of Seventeen Thousand Five Hundred Ninety-Six Dollars and Ninety Cents (\$17,596.90) 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 **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

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.

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 17 "Specifications for Sanitary Sewers", and Part 20 "Specifications for Sodding, Fertilizing, and Seeding" of the City of Columbia's Engineering Regulations.

9.2.7 Project Manual and Permits.

9.2.8 Drawings, numbered C0.0 through C4.1, inclusive and dated January 18, 2021.

9.2.9 Location Map.

9.2.10 The Mentor Protégé Program (MPP) Guidelines.

9.2.11 The Mentor Protégé Program (MPP) Implementation Plan.

9.2.13 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.

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Contractor
Stutts & Williams, LLC

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

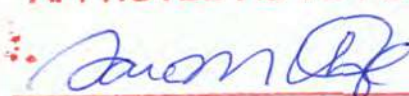
Columbia, SC 29201

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

Bid Request Number	BID003-21-22-CE Addendum 1	Organization	City of Columbia, SC
Title	Mallard Pointe Force Main Replacement SS7546 MPP	Bid Creator	Mr. Gary B Porth
Description	A non-mandatory but highly recommended Pre-Bid Meeting is scheduled for July 22, 2021 at 11:00	Email	gary.porth@columbiasc.gov
Bid Type	IFBs	Phone	803 (545) 3241
Open Date	7/14/2021 03:04:44 PM (ET)	Fax	
Close Date	8/12/2021 11:00:00 AM (ET)		

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
Stutts & Williams, LLC	Lexington	SC	8/12/2021 09:19:27 AM (ET)	1	\$175,969.00
Shady Grove Construction, LL	Irmo	SC	8/12/2021 09:19:32 AM (ET)	1	\$188,254.50
Carolina Tap & Bore, Inc.	West Columbia	SC	8/12/2021 10:48:56 AM (ET)	1	\$368,950.00

Utilities and Engineering
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: Gary Porth,
Construction Procurement Manager

From: John Riggs, P.E.,
Wastewater Project Manager

Date: September 2, 2021

Subject: SS7546 – Mallard Pointe Force Main Replacement Project
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7546 – Mallard Pointe Force Main Replacement Project on August 12, 2021. The three received bids are listed below:

Responsive Bidders

Stutts & Williams, LLC	\$175,969.00
Shady Grove Construction, LLC	\$188,254.50
Carolina Tap & Bore, Inc	\$368,950.00

The responsive bid tabulations have been reviewed and we find no issues with the three responsive bids provided. The responsive low bidder is Stutts & Williams, LLC. We recommend awarding this contract to Stutts & Williams, LLC in the amount of

\$193,565.90 which includes their base bid of \$175,969.00 and a 10% Owner's Controlled Contingency of \$17,596.90.

Sincerely,

A handwritten signature in black ink, appearing to read "John Riggs", written in a cursive style.

John Riggs, P.E.
Wastewater Project Manager

Attachments:

- SS7546 – Engineer's Award Recommendation Letter (Chao Consulting Engineers)



August 31, 2021

Mr. John Riggs, P.E.
City of Columbia - Wastewater Engineer
1136 Washington St.
Columbia, SC 29201

Re: SS7546 Mallard Pointe Force Main Replacement Project

Dear Mr. Riggs,

We have reviewed the bids collected on the bid date of 8-12-21 and find that the low bidder, Stutts and Williams, LLC bid is complete and meets the requirements outlined in the City procurement policies. Stutts and Williams, LLC has provided the lowest bid for this project of \$175,969.00 plus a 10% contingency fee of \$17,596.90 making a total of \$193,565.90.

Based on this information Chao & Associates, Inc. recommends the award of this construction project to Stutts and Williams, LLC.

Thank you for the opportunity to assist the City of Columbia with the design of this project and should you should have any questions, please do not hesitate to call us.

Sincerely,
Chao & Associates, Inc.

James M. Futter, PE
Project Manager

cc: Mike Leath, CW2020
Jamie Kelso, PE CW2020





CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 08/11/2021 Project Number: SS7546
Mentor: Stutts & Williams, LLC Project Name: Mallard Pointe FM Repl.
Protégé: RCG Construction Duration of the Project: 90 days
Project Contract Amount: \$175,969.00 Protégé Amount: \$35,194.00

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

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

First, we will determine scopes of work for each us, and then create a schedule, review material procurement, and schedule project execution.

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

The mentor will be reviewing schedule and execution weekly with protege. We will set a daily production goal at the beginning of the project and ensure we hit this daily. If we hit this daily, it will ensure we are on schedule and most likely within budget.

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

The protege will perform a majority of the scope of work for this project. Since the project is on the smaller side, this will allow the protege to learn City processes, performing this type of work, and working in these types of conditions.



CITY OF COLUMBIA

Department of Utilities and Engineering Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

Mentor:

One crew and associated equipment, material procurement, P&P bonds

Protégé:

One crew and associated equipment, material procurement

Subcontractors:

Special Arrangements:

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

a. Description of Mentor's responsibilities:

Mentor will perform tie-ins, provide the appropriate traffic control, and assist with project execution.

b. Description of Protégé's responsibilities on project:

Protege will install the forcemain and restore these construction areas.

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

The team will coordinate abandoning the existing line and asphalt and concrete replacement as a team.

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

The whole project is only scheduled for one-two months.



CITY OF COLUMBIA

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

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

The protege will perform the majority of the work with the input from the mentor. This will allow the protege to gain experience working with the City on a water line replacement project and gain an understanding of the City's expectations.

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

Since this is our first project as a team, we intend to keep the goals simple and to make sure we're on schedule and within budget.

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

Mentor and protege will be onsite at least weekly if not more often as issues may arise.

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

Mentor will pay Protege based on monthly pay applications. Payment will be made within 15 days of pay app request.



CITY OF COLUMBIA

Department of Utilities and Engineering Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Ferguson Waterworks	8039346830	Elgin, SC	S&W	\$16,250		9.23%
Knights Companies	8035135739	Columbia, SC	S&W & RCG	\$13,300		7.56%
Sloan	8037716542	Columbia, SC	S&W & RCG	\$3500		1.99%

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: \$35,194.00 _____
 Percentage of Contract: 20% _____ (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Stutts & Williams, LLC (Mentor Firm) this 11th day of August 2021.
Corporate SEAL

By: *Jose Williams*
Title: Owner

ATTEST:
By: *Cynthia G. Emanuel*
Title: Office Manager

EXECUTED by RCG Construction, LLC (Protégé Firm) this 11th day of August 2021.
Corporate SEAL
By: *Brittney Keisler* Brittney Keisler
Title: President

ATTEST:
By: *Wyman Keisler III* Wyman Keisler III
Title: Vice President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 26
day of August, 2021.

By: *Latonya B. Germany*
Title: Program Compliance Specialist

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Ferguson Waterworks		Force main material	\$14,250 -	9.23 %		
Knights Companies		flowable fill	\$13,300 -	7.56 %		
SLOAN		Asphalt	\$3500 -	1.99 %		
RCG Construction	V016755	Force main Installation	\$35,194 -	20.00 %	WBE	
				%		
				%		

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: \$ 68,244.00

TOTAL CONTRACT AMOUNT: \$ 175,969.00

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

Business Name: Stuts & Williams, LLC

Representative Name/Title: Joy Williams / Owner

Date: 08/12/2021

Business Information for Subconsultants/Subcontractors - continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)FERGUSON WATERWORKS
Company Name166 Pontiac CENTER DRIVE
Physical Address

Mailing Address

ELGIN, SC 29045
City/State/Zip Code + 4(803) 934-6830
Phone number()
Fax numberDavid Dinkins
Primary Contact Name

Secondary Contact Name

david.dinkins@ferguson.com
Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

City of Columbia Vendor # (Required)

2) Subcontractors Company information (Primary/Main office location)Knights Companies
Company Name480 Hodge Road
Physical Address

Mailing Address

Summerville, SC 29454
City/State/Zip Code + 4(803) 513-5739
Phone number()
Fax numberAndy Stevenson
Primary Contact Name

Secondary Contact Name

astevenson@knightscompanies.com
Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

City of Columbia Vendor # (Required)

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

RCG Construction, LLC

Company Name

Physical Address

P.O. Box 954

Mailing Address

Irmo, SC 29063

City/State Zip Code + 4

(803) 465-1035

Phone number

()

Fax number

Brittany Keisler

Primary Contact Name

Secondary Contact Name

brittany@RCG-Construction.com

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Y016755
City of Columbia Vendor # (Required)

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

Sloas

Company Name

645 Rosewood Drive

Physical Address

E

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

(803) 960-8231

Phone number

()

Fax number

Wendy Thompson

Primary Contact Name

Secondary Contact Name

thompsonw@sloascc.net

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

City of Columbia Vendor # (Required)

Contract Amendment #3

SS7522 Construction Administration & Inspection Services for
Annual Pipe Rehabilitation
RFQ011-16-17-NMJ
Brown and Caldwell

August 31, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Brown and Caldwell (Engineer) executed September 25, 2019 (Agreement) to compensate the engineer for construction inspection services and construction administration tasks due to ongoing project construction.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term October 1, 2019 to September 30, 2020; Purchase Order# P180705):	\$284,800.00
Amendment #1 (No Cost; Time Extension September 30, 2020 to October 1, 2021; Purchase Order# P180705):	\$0.00
Amendment #2 (No Cost; Time Extension from October 2, 2021 to June 30, 2022; Purchase Order# P180705):	\$0.00
Current Contract Amount:	\$284,800.00
This Contract Amendment #3 (Cost Increase/Addition; Purchase Order# P180705):	\$205,866.00
Revised Contract Amount:	\$490,666.00

This Change is Acceptable:

Name of Firm

Brown and Caldwell

James F. Mazzei

Print Name


Signature

9/14/2021

Date

City of Columbia

Office of the City Manager

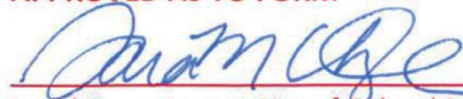
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM


Legal Department City of Columbia, SC
9/14/2021

T: 803.873.9701



June 16, 2021

Contract Amendment 2

Mr. George Bryan
City of Columbia
4013 W Beltline Blvd.
Columbia, SC 29204

CIP # SS7522
BC # 154114

Subject: SS7522 Construction Administration and Inspection Services for Annual Pipe Rehabilitation Cost Change Amendment

Dear Mr. Bryan,

The CCTV, asset verification, and rehabilitation of the sanitary sewer system as a part of the annual maintenance contract (SS6966) is underway. At the request of the City, Brown and Caldwell (BC) is assisting with full time construction inspection services and construction administration tasks. The contract has been underway since October 2019 with work occurring being inconsistent due to the Covid-19 pandemic and a contract re-bid, awarded to McClam March 2021. This duration of time and inconsistencies in which work has been done, including extensive pay app review and template creation and other such construction administration tasks have caused Brown and Caldwell to expend the Task 8 – Engineering Services During Construction. Still some of the allotted hours remain in Task 9 – Site Visits and Construction Observation. Please see below for a further breakdown.

I. SCOPE ADDITION/DELETION

Task 8 – Engineering Services During Construction

Between April 30, 2021 through June 30, 2022, the expected time extension, Brown and Caldwell expects the following effort to complete this lump sum task:

BC Staff: 14 months at an average, 52 hours/month or \$5,725/month = 728 hours for a total of \$80,150.00.

4D Engineering: 14 months at \$1,334/month = \$18,676.00.

Therefore the total cost for Task 8 is \$98,826.00.

Task 9 – Site Visits and Construction Observation

Hours and Rates

Between April 30, 2021 through June 30, 2022, the expected time extension, Brown and Caldwell expects the following effort to complete:

20 hours/week – 8 weeks of moderate ramp up construction activities

40 hours/week – 45 weeks of full-time construction activities

20 hours/week – 4 weeks of heavy to moderate ramping down construction activities

16 hours/week – 4 weeks of moderate to light ramping down construction activities

Total hours = 2,104

The hours remaining on the project for BC and 4D Engineering Inspections are as follows:

BC: 459 hours

4D: 740 hours

BC and 4D Engineering anticipating splitting the inspection hours 50/50 (1,052 hours each). Therefore, the hours for this Amendment include the following total hours needed less hours remaining:

BC: $1,052 - 459 = 593$ hours

4D: $1,052 - 740 = 312$ hours

The hourly rate, which includes mileage and expenses, for the inspectors are:

BC Inspector: \$120/hour

4D Inspector: \$115/hour

Total additional inspection hours and compensation required for Task 9 are:

BC Inspector: 593 hours = \$71,160.00

4D Inspector: 312 hours = \$35,880.00

Total Inspector hours requested: 905 hours = \$107,040.00

I. COMPENSATION

The following changes to the initial SS7522 contract are recommended to incorporate construction services by Brown and Caldwell for this proposed amendment:

- Task 800: \$98,826.00
- Task 900: \$107,040.00

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment (CA #2) - Total	New Contract Value
Task 800*	Engineering Services During Construction	\$84,700.00	\$0	\$98,826.00	\$183,526.00 (Lump Sum)
Task 900**	Site Visits and Construction Observation	\$200,100.00	\$0	\$107,040.00	\$307,140.00 (Hourly)
Total Fee		\$284,800.00	\$0.00	\$205,866.00	\$490,666.00

* Lump Sum Task

** Hourly Task – Inspection Rates are listed below and include travel expenses:

Brown and Caldwell – Inspector \$120.00

4D Engineering – Inspector \$115.00

Task 900 shall be compensated based on hourly rates with a total not to exceed the proposed amendment amount without City approval.

II. SCHEDULE

The current contract expiration is October 1, 2021. Based on the time required to complete construction, the contract expiration shall be extended to June 30, 2022.

III. SUBCONSULTANT FIRM INFORMATION

The original contract included 4D Engineering as a Protégé Firm for a Protégé percentage of 43%. This amendment will decrease the Protégé participation from the original contract from 43% to 36%.

Brown and Caldwell appreciates the opportunity to provide construction administration and inspection services to the City of Columbia for Construction Administration of the Annual Maintenance Project. If you have any questions please feel free to contact me.

Sincerely,

Brown and Caldwell

A handwritten signature in blue ink, appearing to read "Lydia Mignogna".

Lydia Mignogna, E.I.T., Project Manager
Columbia, SC

cc: Sathiyakumar Neel
Jay Mazzei

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors/Subconsultants Amount	Subcontractors/Subconsultants Percentage
Original Contract:	\$ 284,800	\$ 162,995	57%	\$ 121,805	43%	\$ 0	0%
CO# 1:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# 2:	\$ 0	\$ 0	0	\$ 0	0	\$ 0	0%
CO# 3 :	\$ 205,866	\$ 151,310	73.5%	\$ 54,566	26.5%	\$ 0	0%
CO# _:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# _:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# _:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
This Change Order: (Increase)	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
Revised Contract:	\$ 490,666	\$ 314305	64.06%	\$ 176,361	35.94%	\$ 0	0%

MPP Project #/Name: SS752201/Engineering Services for SS6966 **Change Order #:** 03 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 205,866

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*): ☐ Yes ☐ No

Change Order/Amendment Type:

- ☒ **Time Extension – New End Date:** 6/30/22 (Please sign & return form if no cost)
- ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ **Funding Increase – Amount** (Please continue on to questions 3 A & B below)

A. Will protégé be performing any work within this change order? ☒ Yes ☐ No (If no, skip to B)

- **Amount of Change Order/Amendment to be received by the protégé:** \$54,556
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Engineering Services

Site Visits

B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

4. Revised scope of work

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé

also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Brown and Caldwell (Mentor Firm) this 6th day of August 2021.

By: Lydia Mignogna Title: Project Manager

Firm Name: Brown and Caldwell

EXECUTED by 4D Engineering (Protégé Firm) this 6th day of August 2021.

By: Justin Waring Title: Project Manager

Firm Name: 4D Engineering

OBO Statement for the change order/amendment:

OBO compliance has reviewed the time extension and funding increase contract amendment. The original project contract amount was \$284,800.00. The original amount received by the protégé was \$121,805.00 or 43% of the original contract amount. The revised total contract amount is \$490,666.00, which includes the current and any previous change orders for this project. The protégé will receive \$176,371.00 or 36% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this 17 day of August, 2021.

By: Latonya B Germany Title: Program Compliance Specialist

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.

Brown and Caldwell
Metro Wastewater Treatment Plant Operator Training



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu005-20-21-NMJ Metro WWTP & Wastewater Compliance Personnel Training.

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 Brown and Caldwell, (hereinafter referred to as the "Consultant"), to provide effective Operator Training at the Metro Wastewater Treatment Plant for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

Brown and Caldwell
Metro Wastewater Treatment Plant Operator Training

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* and a *valid Purchase Order from the City of Columbia* for an initial term of one (1) year and eight (8) months, with the option to renew or continue with work for three (3) additional one-year periods at the mutual pleasure of both parties.

The decision whether to renew 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 a renewal of the initial term or any additional term. The determination to renew 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 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 A)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Thirty-Eight Thousand Dollars and No/100 (\$238,000.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit C 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

Brown and Caldwell
Metro Wastewater Treatment Plant Operator Training

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

Brown and Caldwell

Metro Wastewater Treatment Plant Operator Training

payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. 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

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Metro Wastewater Treatment Plant Operator Training

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>N/A</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/>) - **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.

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The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

- A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultant s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.

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

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

The Consultant is expected to make 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 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;

Brown and Caldwell
Metro Wastewater Treatment Plant Operator Training

- 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.

Brown and Caldwell

Metro Wastewater Treatment Plant Operator Training

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
 Title: Purchasing Agent
 Address: 1800 Main Street
 Second Floor
 Columbia, SC 29201
 Phone: (803) 545-3470
 Fax: (803) 758-1013
 Email: procurement@columbiasc.gov

Brown and Caldwell

Name: Bob West, PE
 Title: Supervising Engineer
 Address: 250 Berryhill Road, Suite 104
 Columbia, SC 29210
 Phone: (803) 873-9714
 Email: bwest@brwncald.com

16. **CONSENT DECREE - Non-Applicable**

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

Brown and Caldwell

Metro Wastewater Treatment Plant Operator Training

- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent

Brown and Caldwell
Metro Wastewater Treatment Plant Operator Training

Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

- E. The Consultant shall perform the services pursuant to this Agreement using sound Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

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

Brown and Caldwell
Metro Wastewater Treatment Plant Operator Training

Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

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

Brown and Caldwell

Metro Wastewater Treatment Plant Operator Training

- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for 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

Brown and Caldwell

Metro Wastewater Treatment Plant Operator Training

- Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /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.

Brown and Caldwell

Metro Wastewater Treatment Plant Operator Training

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

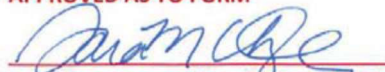
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC
9/21/2021

BROWN AND CALDWELL

Wayne E. Iseman

Print: Name/Title



Signature

Date: 9/22/2021

(Corporate Seal)

Attest



Signature

Date: 9/22/2021

Brown and Caldwell
Metro Wastewater Treatment Plant Operator Training

List of Exhibits

Exhibit A – Scope of Services// Compensation

Exhibit B – Schedule for Completion of Services

Exhibit C – Business Information Statement for Subconsultants/Subcontractors

Exhibit A

CITY OF COLUMBIA
METRO WASTEWATER TREATMENT PLANT
OPERATOR TRAINING SCOPE OF SERVICES
Rev. 1, AUGUST 26, 2021

The City of Columbia has demonstrated its commitment to providing effective Operator Training at the Metro Wastewater Treatment Plant, as evidenced by on-going efforts that have been implemented since 2014. The Operator Training program proposed within this Scope of Services will fulfill the requirement of the Association of Board Certification (ABC), the requirements of the United States Environmental Protection Agency (USEPA), the South Carolina Department of Health and Environmental Control (SCDHEC), and the US Department of Labor Apprenticeship Program.

INTRODUCTION

The Operator Training program addressed within this Scope of Services is intended to fulfill the continuing goals for the City of Columbia. These goals will include but are not limited to:

- Provide the Operators with detailed information concerning the operation of their plant, such as preliminary treatment, primary treatment, secondary treatment, disinfection, sludge thickening, anaerobic digestion, and sludge dewatering.
- Provide the Operators knowledge of other wastewater processes currently not used at the Metro WWTP but on the Operator Certification Examination.
- Provide the Operators mathematical skills to help them to evaluate their processes and troubleshoot problems at their facility.
- Provide Operators with additional process knowledge to optimize and improve plant performance.
- Upon request by the City, BC can also provide advance Operator Training Modules for specific topics, such as biological nutrient removal.
- Improve the level of Operator certification within the plant.

- Instill Operator pride and improve Operator morale.
- Protect the plant's assets (equipment) by providing additional process knowledge to the Operators on the control, operation, and maintenance of those assets.

OBJECTIVES

The Association of Board Certification (ABC) has a strict Need-To-Know Criteria for Wastewater Treatment Plant Operators that covers all aspects of wastewater treatment. The ABC Need-To-Know Criteria is broken down into four (4) classifications referred to as Class 1 through Class 4. The SCDHEC Operator Certification is broken down into five (5) classifications referred to as Trainee and Class D through Class A. The training program BC is proposing will satisfy the ABC and SCDHEC requirements. The objectives of the Columbia Operator Training Program are to

- Meet the Need-To- Know criteria of ABC
- Meet the requirements of the USEPA
- Improve the operating knowledge of the Metro WWTP Operators
- Improve plant performance by increasing Operator knowledge
- Instill professionalism in the Operators through Operator Certification

SCOPE OF WORK

The BC training program will include eight (8) PowerPoint based Training Modules as follows. Classes will be conducted at the City's Metro wastewater plant site. An emphasis will be placed on how these wastewater processes relate to the Metro WWTP.

- Module No. 1 - Preliminary and Primary Treatment
- Module No. 2 - Activated Sludge
- Module No. 3 - Miscellaneous Treatment Systems (trickling filters, stabilization ponds, etc.)
- Module No. 4 - Disinfection Systems
- Module No. 5 - Sludge Thickening
- Module No. 6 - Sludge Digestion
- Module No. 7 - Sludge Dewatering
- Module No. 8 – Mathematics

A ninth module addressing any specialized training that may be desired by the client can be developed and presented either as a substitution for one of the 8 basic modules or as an addition to the scope.

- Module No. 9 – Specialized Training Module upon request by client

Each training module includes process theory, process control, process mathematics, troubleshooting, discussion on how the process relates to the Metro WWTP and other related process information. At the end of each training module, the Operators will be required to take an examination for that process module. The planned presentation schedule is to present each module on a bi-annual basis. For budgeting purposes, four training modules are anticipated to be conducted per calendar year. The order of the training presentations can be adjusted per the preference of the City.

1. Confirmation of Expectations

Each Module Presentation will start with a Discussion with the City to receive the City's final comments on the Training Modules or updates. It is anticipated that each On-Site module presentation will be completed within a one-week period. Items that may be discussed include:

- A presentation overview as anticipated by the Engineer.
- The City's Project Goals and Project Understanding.
- Updates and modifications to current training modules as the City deems helpful or necessary to their current staff experience and knowledge.
- Training Class Schedule
 - Up to 4 duplicate sessions anticipated per Module, to allow all operators to attend while affording minimal disruptions of operator work schedules
 - Class Durations
- Review of Deliverables

2. Class Preparation

Prior to the on-site module presentations, BC will prepare, print, and assemble the class materials. The following is a list of some of the materials our team will be preparing for

the Operator Training Program:

- Class Schedule
- Sign-in Sheets
- ABC/SC Certification Class Examinations (Class 3(B), Class 4(A))
- PowerPoint Presentations for Modules
- Mathematical examples
- Mathematics examples using actual plant data and tank sizes
- Troubleshooting information
- Plant data

3. Preparation of Student Documentation Summary

BC will prepare a Student Documentation Summary, which will show what classes each class participant has attended and the date. The Student Documentation Summary will also include the class participant's score for the examination at the end of each training module. The Student Documentation Summary will contain the fundamental information to ensure that the Operator training program meets the goals of the City, the requirements of the ABC Needs-To-Know criteria, and the requirements of SCDHEC. In summary, the Student Documentation Summary will contain:

- Student's Full Name
- Operator Certification No.
- Current Level of Certification
- Date of Each Classroom Training Module Completed
- Grades for all Training Module Exams Taken

4. Class Presentations

BC will present the various training modules to the plant staff operators in one or more classes. It is recommended that the classes be limited to 4 hours durations, however if the City requires classes be held a different length, then BC will accommodate that request. The primary reason for 4-hour class lengths is that if Operators are brought into an 8-hour training class after working an 8-12-hour shift, then they would have trouble remaining alert for class. This would reduce their ability to comprehend material if they

are tired, which in turn would reduce a program goal of having Operators retain new and important information. The following preliminary classroom times are presented as example for each module:

- Module No. 1 - Preliminary and Primary Treatment – One 4-hour class
- Module No. 2 - Activated Sludge - Two 4-hour classes
- Module No. 3 - Misc. Treatment Systems - One 4-hour class
- Module No. 4 - Disinfection Systems - One 4-hour class
- Module No. 5 - Sludge Thickening - One 4-hour class
- Module No. 6 - Sludge Digestion - Two 4-hour classes
- Module No. 7 - Sludge Dewatering - One 4-hour class
- Module No. 8 - Mathematics - One 4-hour class
- Module No. 9 – Specialized Training Modules (One or Two 4-hour classes depending on the topic)

Each class will be presented for up to four sessions to cover the various plant shifts.

Module Nos. 1-9 will be conducted as classroom training only. If the City desires to include field training, BC would work with the City to modify this Scope of Work.

The class presentations will be conducted at the Metro Wastewater Treatment Plant, in the second floor Training Room of the Administration Building. The times at which these classes are presented are to be worked out with the City. It is anticipated that these classes will start at 8:00 am and end 12:00 pm, allowing Operators to do their shift change and get their shift updates. However, BC will accommodate the City on times and dates to fit Operator schedules and BC staff is willing to come in at night to work with the night shift.

Staffing and Hourly Rates

Brown and Caldwell currently anticipates that a limited number of employees will actively participate on the project. As presented within our Qualifications Statement, Ken Schnaars is anticipated to conduct the on-site training programs, Lance Salerno was proposed as Ken's backup, Bob West is proposed as the Project Manager and Betsy Darnell is proposed for document preparation and record keeping support. In addition to these four individuals, Staff Engineer Carl Lobitz and CAD Technician Andy Jumper are proposed for local field support of Ken's efforts, and Project Assistant Linda Kellogg is proposed for support of the project management efforts. Various minor

involvement of others, for accounting efforts and Performance Quality support will be required. Reasonably, the staffing over the multiple year duration of this task order should be expected to change.

For initial budgeting, the following tabulation represents hourly rates that will be in effort through the end of 2023.

Table 1. Hourly Rates and Classifications

Labor Categories	2021 and 2022	2023
Senior Principal (Ken Schnaars or Lance Salerno)	\$270	\$278
Principal	\$250	\$258
Project Manager (Bob West)	\$225	\$232
Staff Engineer (Carl Lobitz)	\$135	\$139
Engineer I, Project Coordinator (Betsy Darnell)	\$105	\$108
Professional Engineer	\$155	\$160
CAD Technician (Andy Jumper)	\$135	\$139
Project Management support (Linda Kellogg)	\$120	\$123

COMPENSATION

Compensation for services shall be on a time-and-expense basis. Time charges will be based upon actual hours expended on the Project by BC staff. Direct expenses shall be passed through at actual costs without mark-ups. Mileage will be invoiced at currently approved IRS rates. Budget allocations are as follows:

Per Module Conducted:

- Module Preparation (Senior Principal) - 36 hours
- On-Site Module presentation (Senior Principal) – 40 hours
- Preparation Coordination (Project Coordinator, 16 hours)
- Recordkeeping (Project Coordinator) – 16 hours
- Staff Engineer or CAD support – 16 hours
- Project Manager - 4 hours
- Administrative Support – 4 hours
- Expenses – airfare, hotel, car rental, gas, parking, meals \$2,500 estimated per Module

For the first rotation through the 8 modules, occurring over a two-year period, our anticipated fee for this contract effort is \$238,000.00, not to be exceeded without authorization by the City. Specialty module number 9, if desired by the City, can be added as a substitution for another module or as an addition to scope.

City of Columbia
Metro Wastewater Treatment Plant Operator Training
Anticipated Schedule
November 2021 to October 2023

ID	Task Name	Start	Finish	O	N	D	2022	J	F	M	A	M	J	J	A	S	O	N	D	2023	J	F	M	A	M	J	J	A	S	O
1	Notice to Proceed	11/1/2021	11/1/2021																											
2	Module 1 - Preliminary & Primary Treatme	11/1/2021	1/31/2022																											
3	Module 2 - Activated Sludge	2/1/2022	4/30/2022																											
4	Module 3 - Misc. Treatment Systems	5/2/2022	7/31/2022																											
5	Module 4 - Disinfection Systems	8/1/2022	10/30/2022																											
6	Module 5 - Sludge Thickening	11/1/2022	1/30/2023																											
7	Module 6 - Sludge Digestion	2/1/2023	4/30/2023																											
8	Module 7 - Sludge Dewatering	5/1/2023	7/30/2023																											
9	Module 8 - Mathematics	8/1/2023	10/30/2023																											
10	Module 9 - Specialized Training Module Upon Request by Client	11/1/2021	10/31/2023																											

Appendix: Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Contract Amendment #2

RFQ008-19-20

SS7581 Wastewater Collection System Manhole Survey
Vaughn and Melton Consulting Engineers, Incorporated

August 2, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Vaughn and Melton Consulting Engineers, Incorporated (Engineer) executed January 26, 2021 (Agreement) to increase funding for Fiscal Year 2021/2022 Budget for surveying and mapping the City's minor sanitary sewer manholes to meet the requirements of the *Sewer Mapping Plan*, a component of the Consent Decree.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from February 3, 2021 to June 30, 2021; Purchase Order# P187735):	\$424,975.00
Amendment #1 (No Cost-Time Extension July 1, 2021 – December 31, 2021; Purchase Order# P187735):	\$0.00
Current Contract Amount:	\$424,975.00
This Contract Amendment #2 (Funding Increase; R211864):	\$261,500.00
Revised Contract Amount:	\$686,475.00

This Change is Acceptable:**Name of Firm**

Vaughn and Melton Consulting Engineers, Incorporated

City of Columbia

Office of the City Manager

Randall L. Stepp, PLSTeresa Wilson, City Manager

Print Name



Signature

Signature

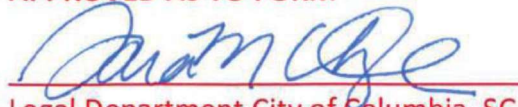
September 13, 2021

Date

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/9/2021

City of Columbia
CIP # SS7581
Wastewater Collection System Manhole Survey
Contract Amendment #2

The work to be performed for field work and technical engineering support to the City of Columbia for survey and mapping of the City's Minor sanitary sewer manholes is billed on a unit cost. Compensation for services provided under this Scope of Services, as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$261,500. Table 1 summarizes the estimated cost for the project.

Table 1
Vaughn & Melton Fee Summary

Task	Description	Unit	Unit Cost	Quantity	Total
1	Manhole Survey, new basin	EA	\$98.00	2,500	\$245,000.00
2	Manhole Survey, previously unfound manholes	EA	\$100.00	0	\$0.00
3	CCTV	LF	\$1.50	10,000	\$15,000.00
4	Light – Medium Cleaning	LF	\$1.50	1,000	\$1,500.00
5					
6					
7					
8					
9					
10					
	Total of Contract				\$261,500.00

APPENDIX - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Construction Support Services, LLC 146508721 - 5ELB4	V014545	Survey & traffic control support	\$54,918.00	8 %	MBE - SLBE	AM
Chao & Associates, Inc 189168735 - 3HMY5	V001545	Survey & traffic control support	\$27,459.00	4 %	MBE - CDBE	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 \$ 82,377.00

TOTAL CONTRACT AMOUNT: \$ 686,475.00

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

Business Name: - Vaughn & Melton Consulting Engineers, Inc

Representative Name/Title: Randall L. Stepp / Professional Land Surveyor & Regional Office Leader

Date: 6/30/2021

Business Information for Subconsultants/Subcontractors- Continued

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

Construction Support Services, LLC

Company Name

1318 R L Coward Road Hopkins, SC, 29061-8678

Physical Address

1318 R L Coward Road

Mailing Address

Hopkins, SC, 29061-8678

City/State Zip Code + 4

(803) 776 - 9909

Phone number

(803) 776 - 2688

Fax number

Jay Joshi, PLS

Primary Contact Name

Bonnie Joshi

Secondary Contact Name

jsjoshi@constructionsupportsc.com

Primary Contact Email Address

bwjoshi@constructionsupportsc.com

Secondary Contact Email Address

57-1094906

Federal ID #

V014545

Vendor #

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

Chao & Associates, Inc

Company Name

7 Clusters Court

Physical Address

7 Clusters Court

Mailing Address

Columbia, South Carolina 29210-4831

City/State Zip Code + 4

(803) 772 - 8420

Phone number

(803) 772 - 9120

Fax number

Jimmy C. Chao, PE

Primary Contact Name

Gerald Lee, PE

Secondary Contact Name

jimmy@chaoinc.com

Primary Contact Email Address

gerald@chaoinc.com

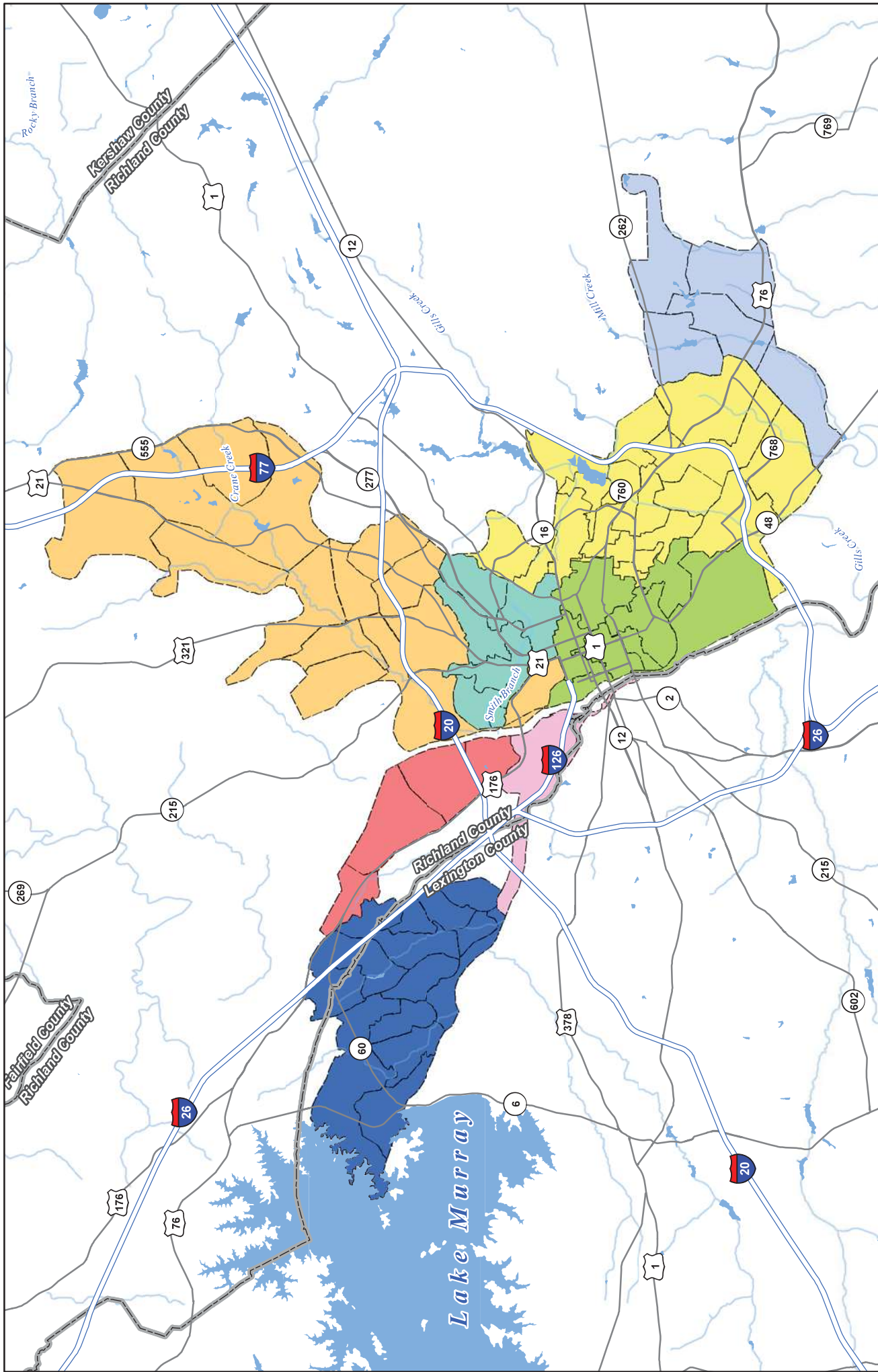
Secondary Contact Email Address

57-0848493

Federal ID #

V001545

Vendor #



SS7581 Wastewater Collection System Manhole Survey

25.a

Prepared For: Clean Water 2020



1 inch = 3 miles



- City Hall
- Metro WWTP
- Broad River
- Crane Creek
- Gills Creek
- Mill Creek
- Rocky Branch
- Saluda River
- Smith Branch
- West Columbia



OBO Columbia Disadvantaged Business Enterprise Change Order/Amendment CDBE Addendum

OBO Verification	Contract/Change Order Amount	Prime Amount	Prime Percentage	CDBE Subcontractor Amounts	CDBE Subcontractor Percentages	All Other Subcontractor Amounts	All Other Subcontractor Percentages
Original Contract:	\$424,975	\$373,978	88%	\$50,997	12%	\$ 0	0%
CO# 1:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# 2:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
This Change Order/Contract Amendment: (Increase)	\$261,500	\$230,120	88%	\$31,380	12%	\$ 0	0%
Revised Contract:	\$686,475	\$604,098	88%	\$82,377	12%	\$ 0	0%

CDBE Project #/Name: SS7581 Wastewater Collection System MH Survey CO# / CA #: 02 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 261,500

Amendment Justification: Provided Below; or Attach (Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding): ☐ Yes ☐ No

The purpose of this project is to assist the City of Columbia with survey and mapping of the City's minor sanitary sewer manholes. The data collected from the survey work will be used to verify manhole location, verify pipe connectivity, diameter, material, and slope, and update the City's GIS mapping.

The intent of this project is to meet the requirements of the Sewer Mapping Plan which is a component of the Consent Decree. Additional budgeted amount is needed to continue survey of manholes and was included in the original FY21/22 O&M Budget.

Change Order/Amendment Type:

1. ☐ Time Extension – New End Date: _____ (Please sign & return form if no cost)
2. ☒ Funding Increase – Amount (Please continue on to questions A & B below)
3. ☐ Funding Decrease – Amount (Please continue on to questions A & B below)
4. ☐ Revised scope of work (Please continue on to question C below)

A. Are there any CDBEs or DBEs currently on this project that can perform the work within this change order/amendment? ☒ Yes ☐ No (If no, skip to B)

If yes, please list CDBE/DBE Construction Support Services and Chao & Associates

- Amount of Change Order/Amendment to be received by the CDBE: \$ 31,380
- Please indicate the services the CDBE will be providing for this change order/amendment (in box below):

Manhole survey services and traffic control support

B. Only complete this portion if your answer was "no" from question A above.

- 1.) Please indicate in the box below any new CDBE and/or DBE firms that will be utilized for this CO/CA.
- 2.) If no CDBE/DBE firms are being utilized for this CO/CA, please list reasons why in the box below:

C. Please indicate the revised scope of work in the box below:

By signing below, all parties agree to the information submitted in this document. Additionally, the CDBE/DBE also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Randall L. Stepp, PLS (Prime Firm) this 12th day of AUGUST 2021.

By: Randall L Stepp Title: Professional Land Surveyor / Regional Office Leader

Firm Name: Vaughn & Melton

EXECUTED by JAY S. JOSHI (CDBE/DBE Firm) this 13th day of AUGUST 2021.

By: Jay S. Joshi Title: PRESIDENT / P. L.S. # 14811

Firm Name: Construction Support Services

EXECUTED by _____ (CDBE/DBE Firm) this _____ day of _____ 20____.

By: _____ Title: _____

Firm Name: Chao & Associates

EXECUTED by David Chao (Subcontractor) this 18th day of August 20____.

By: T. David Chao Title: President

Firm Name: _____

EXECUTED by _____ (Subcontractor) this _____ day of _____ 20____.

By: _____ Title: _____

Firm Name: _____

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The CDBE project goal of 12% was set with an original contract amount of \$424,975.00. The original amount received by the CDBE subcontractors was \$50,997.00 or 12% of the original contract amount. The revised total contract amount is \$686,475.00, which includes the current and any previous change orders for this project. The protégé will receive \$82,377.00 or 12% of the revised total contract amount. The CDBE Goal of 12% or higher must be maintained throughout the duration of the total project and is based on total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 20 **day**
of August, **20** 21.

By: Juliet M. Nelly Title: Program Compliance Administrator

*If the change order/amendment is greater than \$50,000, then the change order/amendment must be approved by the City Council.

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and JWC Environmental Inc. (hereinafter referred to as the "Seller"), for Seller to provide certain goods and related 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 and services described in Exhibit B, attached hereto. The description of goods and services 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 and services under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2022. An option to renew or continue purchasing goods and services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. 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.

6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed Three Hundred Thousand, dollars and no/100, (\$300,000.00) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. 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.

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

8. **Insurance.** If determined by the City to be appropriate and necessary, the 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.

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 and services 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 and services provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

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

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

By: _____

Title: City Manager

Date: _____

By: Madeline

Witness

WITNESS

JWC Environmental Inc.

SIGN HERE

By: Rob SabalTitle: DIRECTOR R&DDate: 9/3/21

APPROVED AS TO FORM

Carla M. GabeLegal Department City of Columbia, SC
9/2/2021

Exhibit A

Requisition # R211101JUSTIFICATION 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 Metro Wastewater Treatment Plant Division,
(1)
Muffin/Channel/Auger/Screenings Washer/Honey Monster, Monster Screening/Separation Systems,
(2)
repair services, parts, products, installation, and routine/preventative and emergency maintenance
as a sole source procurement from JWC Environmental
(3)
based upon the following justifications JWC is the inventor and owner of all products listed
(4)
above. They hold the trademarks and patents on these items. If someone outside of JWC works
on the equipment, we will void our warranty. These products are used to cut off the debris
before it gets into the pump, which would in turn cause the pump to backup and shut down
and then we would have to pay more money out in purchasing a new pump.

This sole source is valid through June 30, 2022Amount \$ 300,000.00

Utilities

Department

Signature of Department Head

07/01/2021

Date

Signature of Purchasing Agent

7/21/2021

Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

8/10/2021

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.



Heyward

JWC Environmental, LLC
2850 S. Red Hill Ave.
Santa Ana, CA 92705
Tel: 800-331-2277

Subject: Sole Source for Muffin Monster Parts and Service

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Separation System. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment. Heyward is the manufacturer's representative in North and South Carolina and is authorized to provide sales support and service.

Please feel free to contact me at servicesales@jwce.com if we can provide any additional information. You may also contact our representative for the Carolinas:

Sales: Chris Taylerson, Jonathan Garrick

Aftermarket: Tom Lawson, Chad Carlson

Parts & Service: Kathryn Baker
Heyward
2101-A Cambridge Beltway Drive
Charlotte, NC 28273

Phone: (704) 583-2305

Fax: (704) 583-2900

www.heyward.net

*The **Monster** Family is Growing*
www.jwce.com/headworks

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North Tanglewood Storm Drainage Improvements SD8478



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 004-17-18-SL Stormwater Professional 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 Foth Infrastructure & Environment, LLC, (hereinafter referred to as the "Consultant"), to provide storm drainage improvements in the North Tanglewood neighborhood for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

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

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term of 20 months, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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 Four Hundred One Thousand, Five Hundred Seventy-Two Dollars and No/100 (\$401,572.00).

- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

- C. Invoicing Procedure

Failure of the Consultant to follow these invoice requirements will result in the

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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 Consultant's 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

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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

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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>.06%</u>	%
WBE	<u>35%</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 goals for this requirement are 35%.

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

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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)

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dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The 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 losses, liabilities, expenses, and claims for damages to the extent caused by any negligent 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

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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.

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10. **DUTIES UPON TERMINATION** – At termination of this Agreement, and written request by the City, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
11. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Consultant is expected to make Consultant '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 Agreement.

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

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- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

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14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement. City acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by City or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to or to its officers, directors, members, partners, agents, employees, and consultants.

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

Foth Infrastructure & Environment, LLC

Name: Dave Carpenter
Title: Project Manager
Address: 101 Trade Zone Drive, Ste 16A
West Columbia, SC 29170
Phone: (803) 250-4846
Email: Dave.Carpenter@foth.com

16. **MISCELLANEOUS**

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such

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delays, that may result from a Force Majeure Condition. Each party will take reasonable steps to mitigate the impact of any Force Majeure. If Engineer is delayed in the performance of the work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible (a Force Majeure Condition), the contract time(s) for performance as well as the contract price shall be reasonably extended by change order.

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

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- E. 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.
- F. 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.

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

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

- H. 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.
- I. 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.
- J. This Agreement is subject to City Council approval.
- K. 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:

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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.

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

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- of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- M. 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.
- N. 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.
- O. 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.

Foth Infrastructure & Environment, LLC
 North Tanglewood Storm Drainage Improvements SD8478

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

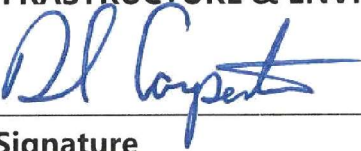

 Legal Department City of Columbia, SC
 9/21/2021

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

 David J. Carpenter

Print: Name/Title
 Lead Civil Engineer

(Corporate Seal)



Signature

Date: 9/22/2021

Attest



Signature

Carrie L. Voskuil
 Contracts Manager

Date: 9/22/2021

Foth Infrastructure & Environment, LLC
North Tanglewood Storm Drainage Improvements SD8478

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

City of Columbia

CIP # SD8478

North Tanglewood Road Storm Drain Improvements

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) to include, but not limited to:

- Create a H&H model using SWMM-5, PCSWMM, or XPSWMM of the watershed of concern to the discharge point at Mahalo Drive.
- Provide a solution that limits the impact to property owners that include possible lining solutions.
- Determine portions of the network need to be upsized to pass a 10-year design storm using the most recent NOAA A or B rainfall distributions within the model.
- Survey the probable limits of construction to develop bid documents.
- Provide bid documents, permitting and cost estimates
- Perform construction administration and limited observation for an estimated four month construction duration.

North Tanglewood Road Storm Drain Improvements

A portion of the existing storm drainage network depicted in Figure 1 (attached) has failed and will need to be replaced. This project will include the potential for sliplining of existing infrastructure or replacement of the network utilizing the original alignment or an alternate alignment.

The purpose of this project is to design replacement piping for areas identified by others as reaching its end of life and perform engineering and design services for permitting, bidding, and construction services.

In general, Consultant will provide the following scope of services:

- Evaluation of Replacement Alternatives, and Prior Rights Assessment
- Engineering Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing CES Group as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, Consultant will:

- ☐ Participate in design review and construction progress meetings with the City as outlined.
- ☐ Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- ☐ Plan and perform project quality control and quality assurance.
- ☐ Project Administration will terminate at the completion of Task 1000.
- ☐ Provide monthly progress reports.
- ☐ Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- ☐ Kickoff meeting
- ☐ Monthly Progress meetings with CITY's Project Manager for duration of project through construction. This is assumed to be:
 - ☐ Design: 6 months duration with 6 meetings
 - ☐ Bidding Period: 6 months duration with 1 meeting
 - ☐ Construction: 4 months with 4 meetings
- ☐ 50% and 90% replacement alternatives meetings in Task item 270 – Two (2) meetings total (this is considered 30% total project review meeting) and could serve as a monthly review meeting.
- ☐ 60% and 90%, review of design meetings in Task item 570 – Two (2) meetings total
- ☐ One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

- ☐ Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- ☐ Consultant will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.

- ☐ Consultant will adhere to and update schedule as shown in Attachment C.
- ☐ Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- ☐ It is assumed there will be two public meetings held by the CITY for this project. The CONSULTANT will prepare documents and displays necessary for presentations and attend to provide support.

150 Mentor-Protégé Program

Consultant and CES Group will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- ☐ Consultant will continue the existing Mentor-Protégé Agreement with CES Group.
- ☐ Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- ☐ The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- ☐ Schedule and attend all quarterly developmental meetings.
- ☐ Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- ☐ Document and maintain copies of communications between the Mentor and the Protégé.
- ☐ Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- ☐ Consultant will obtain roadway improvement plans, drainage plans, existing utility information, and proposed relocation plans for other utility facilities.
- ☐ Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- ☐ Consultant will obtain county tax map records for identifying property potentially affected by the project.
- ☐ Consultant will obtain SCDOT and CITY maps for road and street right-of-way information for areas outside of the roadway plans as needed.
- ☐ Consultant will contact other utilities in the areas outside of the roadway plans as needed that can be determined from field observation for mapping and

location information that may impact alignment of the storm drain improvements.

- ☐ In addition to the plans provided above consultant may utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible water and/or sewer line routing alternatives in a table top type route analysis.
- ☐ Field Reconnaissance:
 - ☐ Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives provided by the CITY. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - ☐ Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- ☐ Consultant will present the CITY with options and recommendations for reconstruction based on Task 210 and 250. The alternates will include the construction of existing infrastructure, development of new alignments or a combination of multiple methods. These will be presented at a meeting with the CITY to review options and select the preferred alternative before proceeding to preliminary plans.

230 Preliminary Agency Coordination and Meetings

- ☐ Upon selection of final route selection, Consultant will contact DHEC and the SCDOT to coordinate permitting and notification actions when required for construction. See Task 310 for delineation of ROW jurisdiction.

240 Not used

250 Hydrologic and Hydraulic Modeling

The Consultant will complete tasks for the development of design criteria for the pipe network for the project. The tasks will include the following:

Existing Conditions

- ☐ Delineate pipe watershed and determine hydrologic variables, including slopes, impervious cover, and existing detention storage.
- ☐ Create a *hydrologic model* of the pipe watershed using a SWMM-5, PCSWMM, or XPSWMM hydrologic/hydraulic model
- Calculate and summarize peak flows at the downstream end of the pipe network

- Identify additional drainage areas entering the drainage system (downstream of project).
- Create a *hydraulic model* of the drainage network.
- Extend the hydraulic model through project area (pipe hydraulics) and determine the hydraulic capacity of the existing underground conveyance system (i.e. 5-year capacity, 10-year capacity, etc.).

Proposed Conditions

- Using the hydrologic/hydraulic model developed by the Consultant in a previous task, evaluate scenarios for pipe replacement/ rehabilitation in the project area. Coordinate with design team.
- Evaluate an ideal hydraulic scenario for a rehabilitated storm drain system within the project limits that will include recommendations for future improvements for pipes within the drainage basin by completing a sensitivity analysis.
- QA/QC - Model input/output and preliminary recommendations.
- The Consultant shall utilize SCDOT guidance for storm water modeling, design requirements and criteria as a basis for a recommendation.
- A summary table of selected design criteria for pipe sizes, slopes, roadway section and other applicable criteria will be presented in Task 280.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative analysis the Consultant will prepare planning level opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.

280 Preliminary Alternative Analysis, Prior Rights Assessment, and Engineering Report

- Upon approval by the CITY, Consultant will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation, preliminary opinion of probable project cost, and prior rights assessment. The report will include decision factors for the alternative analysis that are developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, availability of alignments, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution. It is assumed that the City will provide the information necessary to assess prior

rights. This submittal will be considered the 30% overall project completion review.

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design. In some cases limited Task 300 services may be needed to complete Task 200.

310 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor (Chao & Associates) will complete field surveying For the project. Relevant visual or physical features along the route will be surveyed, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified. Limits of survey shall be reevaluated at the end of Task 200 for any necessary adjustments to length or width of survey needed outside of that provided by SCDOT.
- Locate both horizontally and vertically along the routes of the proposed options, exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified);

stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.

- Consultant shall in areas where utility info is needed, obtain underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, electric, gas, water, cable, stormwater, sanitary sewer, fiber optics, and telephone service lines. It will be the responsibility of the Consultant's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that service lines as identified can be properly located. The Consultant's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating underground utilities.
- State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings. The following table depicts current ROW and jurisdiction.

Street Name	ID	From	To	ROW
Dill Ct	Local	Extents		City
Hillwood Ct	Local	Extents		City
Mahalo Ln	Local	Extents		City
Tanglewood Rd	Local	1631	End	City
Tanglewood Rd	S-386	Trenholm	#1631	SCDOT

- Cross Sections along the center of the pipe route shall be taken every 50 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will cover the proposed route with a width of 50 feet. Where the proposed route is located adjacent to an existing roadway, the opposite side of pavement and driveways

will be horizontally located to facilitate developing traffic control plans for the construction phase.

- The project is estimated to include construction activities within existing easements and proposed temporary/permanent easements that impact private property including landscaping, access drives and other elements. A survey will be completed that will inventory existing plant and hardscape materials and condition prior to construction. This information will be utilized in future Tasks to develop a replacement plan.
- From the survey data, the surveyor shall prepare final Autocad electronic files. Files shall include the entire survey that accurately locates horizontal (planimetric) features and contains, on separate layers, feature labels and surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- Property Research and Easement Exhibits will be provided as part of this scope. In consultation with CITY, the Consultant's surveyor (Chao & Associates) shall survey, research, plat, and prepare easement descriptions for required permanent easements that will be required to construct the proposed relocations. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing 4 easement exhibits. One round of edits is included for any exhibit; additional edits may require additional services. An amendment will be issued if additional easement exhibits are required. (each additional exhibit will be \$800.00).

330 Utility Mapping

- The Consultant will utilize data provided by the CITY. CITY agrees that consultant may rely upon this information. This data includes video of existing storm sewer for condition assessment.
- The Consultant will complete the following SUE services utilizing a subconsultant (Vaugh & Melton):
 - SUE QL A utility information along the route of the project to determine utility facility elevations to identify conflicts with existing utilities. This is estimated to include eight (8) test holes. Additional test holes may be completed for a cost of \$1,800 each. five (5) additional test holes shall be included in the cost of the project. The total of thirteen (13) locations will assume thirteen (13) test holes in roadway pavement and zero (0) test holes in grassed areas. It is further assumed that traffic control will not be required for the test holes beyond work typical work zone signage.

- SUE QL B utility information along the route of the project to determine the horizontal and vertical location of 1900 LF of water, gas, electric, two fiber optic cables, 25 electric, gas and sanitary sewer services.
- SUE QL c utility information along the route of the project to determine the horizontal and vertical location of mainline sanitary sewer and storm water pipe.
- The Consultant will survey the locations of the SUE QL A test holes and provide that information to the Design Team for use in their work.
- The CITY will be charged on an “each” basis; the cost depending whether each test hole is in pavement or in grass and if traffic control is required.

340 Geotechnical Survey

- The Consultant will survey the locations of the geotechnical borings in Task 400 for use by the design team and provide that information to F&ME for use as needed.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will perform geotechnical investigations as needed to determine required bedding and trench section.
- Consultant will utilize F&ME for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to four (4) borings will be performed along the preferred routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Sub-consultant will obtain SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

TASK 500 – Final Design

510 Not Used

520 Utility Coordination

- Consultant will coordinate final design with the agreed upon requirements of encroachment permits and conflict resolution solutions.

530 Not Used

540 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 22" x 34" plan sheets, of as scale able to depict required details
 - A total of 50 plan sheets is anticipated;
 - 3 - Cover, notes, legend and abbreviations, key map
 - 8 – Plan & Profiles - Roadway
 - 8 – Traffic control and phasing
 - 12 – Plan & profile sheets - Storm drainage
 - 4 – Erosion control plans and details
 - 8 – Landscape plans
 - 5 – Construction Details
 - 2 – Design Cross Sections
 - Consultant anticipates producing the construction drawings in Autocad. After completion Consultant will submit GIS information on the pipeline locations along with as-builts in Autocad and pdf format.
 - Design and construction details.
 - Sediment and erosion control details.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed
 - By-pass pumping plan as needed
 - Specifications coordinated with the CITY'S standard contract documents and with SCDOT specifications for work within State ROW.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.

- Upon approval of the 100% submittal, CONSULTANT will provide one set of final bid plans, one electronic copy on flash drive containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list. CITY staff will also require seven full-size hardcopy sets of final plans.

550 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the selected storm drain option in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - City of Columbia – Streets Division
 - City of Columbia - Stormwater
 - South Carolina Department of Transportation

560 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies, and other related items at the 60%, 90% and 100% plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

570 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.

- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records, but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement exhibits prepared by the Consultant for use by the CITY.
- Upon CITY approval of the 60% design plans, Consultant will prepare and submit easement exhibits. See Task 320 for detail.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval. The Consultant is responsible for fees up to \$1000.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide required submittal copies and respond to inquiries by the CITY. The Consultant is responsible for fees associated with the NOI approval process up to \$1000.
- Wetlands Permit: This scope assumes no wetland delineation and no mitigation will be required. However, Consultant can perform these services as Additional Services under Task 1100 if it becomes necessary.

- Roadway Encroachment Permits: This scope assumes a City of Columbia and a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for fees (no fees anticipated).

TASK 700 – Bidding and Award

710 Bidding

- It is assumed that project will be bid by the CITY as a single package.

720 Bidding Assistance

- The bid lettings shall be administered by the City of Columbia. The Consultant shall assist the City during the bid periods in answering questions regarding the design intent. The Consultant shall address questions presented by the City and prepare addendum for distribution by the Consultant.

730 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the utility relocation project will be four months with actual construction on the storm sewer being performed in segments throughout this period. For estimating purposes, actual construction activity of four (4) months (120 calendar days) is assumed for final completion. An increase in the construction schedule may require an amendment to authorize additional construction 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 communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will utilize the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
 - c) Attend a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One (1) pre-construction meeting and four (4) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of these meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.

- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.

- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Preconstruction Documentation of Existing Conditions: Prior to start of construction, a inspection of each property shall be completed to document existing conditions. This will include but not be limited to, all structures, sidewalks, curbing, pavements, landscaping features, miscellaneous site improvements. Defects such as, but not limited to, evidence of cracking, damage, discoloration, drainage, ponding and so forth shall be documented. Any existing cracks shall be located, measured and recorded at the time of inspection. All existing deficiencies, major or minor, shall be documented. Documentation in the form of digital photographs with a written detailed log of each photograph and narrated video shall be produced.
- Construction Observation: Consultant's Project Engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
- This scope includes site visits for sixteen (16-weeks) at 5 hours per week by the Project Manager and 20 hours per week by the Protégé Project Inspector. If additional site visits are required, this contract will be amended to provide such additional services. Total hours budgeted for Task 850 are 416 including the documentation of existing conditions listed previously; should the project or the CITY require hours in excess of that amount, an amendment will be needed.

This Task 800 will be charged hourly and the CITY will be updated on the status of these hours on a monthly basis.

TASK 900 – Full Time Construction Inspection

Full Time Construction Inspection is not included in this scope.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD or flash drive. Drawings will be provided in a format compatible to the CITY's GIS system.
- Post construction Documentation of Completed Construction: After the completion of construction and site restoration, a inspection of each property shall be completed to document final conditions. This will include but not be limited to, all structures, sidewalks, curbing, pavements, landscaping features, miscellaneous site improvements. The Consultant shall compare existing condition documentation collected during Task 850 to ensure impacts to properties meet contract documents. Documentation in the form of digital photographs with a written detailed log of each photograph and narrated video shall be produced.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O& M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD or flash drive. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the CITY may chose to amend this Agreement so that Consultant may furnish additional services such as those listed below (but not limited to):

- Water main or sewer replacement or relocation.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Additional property research and easement exhibits.
- Easement acquisition.
- Public outreach

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

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:

- Provide assistance in gaining access to storm drain and sanitary sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Consultant with gaining safe access.
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay permitting and other local fees that may arise from the work completed as part of this Agreement outside of assumed costs described within this document.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.
- Upon CITY acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.

EXHIBIT B

City of Columbia

CIP # SD8478

North Tanglewood Road Storm Drain Improvements

Schedule – Gantt Chart

See Attached



PROJECT SCHEDULE

City of Columbia | SD 8478 North Tanglewood Road Drainage Improvements

Foth Project No.: TBD

schedule revised date: 9/22/2021

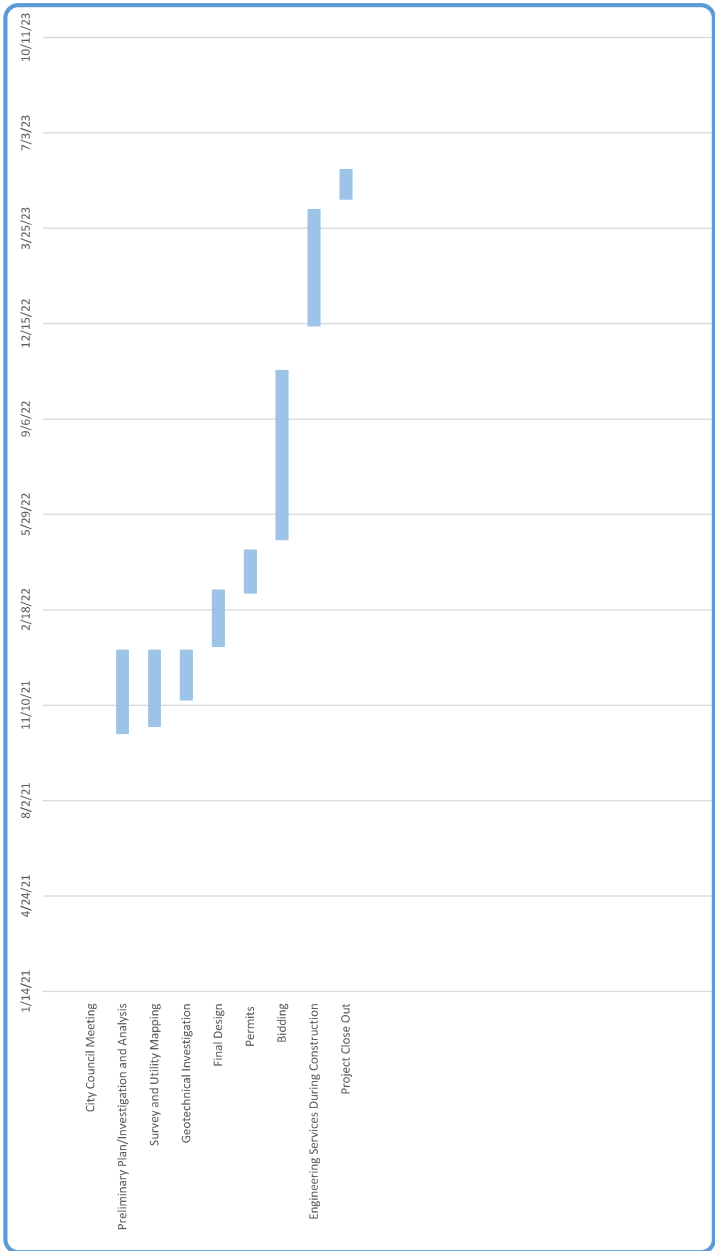
[illegible]

EXHIBIT C
COMPENSATION

City of Columbia
CIP # SD8478

North Tanglewood Road Storm Drain Improvements

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$401,572. This includes \$265,745 of lump sum tasks, as well as \$122,584 of hourly tasks with \$13,242 of expenses. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is attached

Task	Description	CIP # SD8461		
		Prime	Subconsultants	Total
Task 100	Evaluation and Design Phase Administration	\$17,448	\$2,560	\$20,008
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	\$49,076	\$9,812	\$58,888
Task 300	Survey and Utility Mapping	\$5,107	\$44,570	\$49,677
Task 320	Easement Exhibits	\$676	\$2,650	\$3,326
Task 400	Geotechnical Investigation	\$536	\$8,000	\$8,536
Task 500	Final Design	\$31,828	\$57,062	\$88,890
Task 600	Permits and Property	\$7,328	\$5,151	\$12,479
Task 700	Bidding and Award	\$7,552	\$4,656	\$12,208
Task 800	Engineering Services During Construction	\$54,792	\$68,234	\$123,026
Task 1000	Project Closeout	\$12,632	11,902	\$24,534
	Total of Contract	\$186,975	\$214,597	\$401,572
	% of Contract to Subconsultants		53%	
	% of Contract to Protégé		35%	

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

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)
CES Group Engineers, LLP DUNS:117363691 CAGE:6F6A3	V016853	Drainage Design/ CA-CO	\$141,080	35%	WBE, CDBE, DBE,SBE	FB
Chao & Associates DUNS: 1891868735 CAGE: 3HMY5	V001545	Survey	\$25,750	6%	LBE, DBE, CDBE	AM
F&ME DUNS: 043692631 CAGE: 7EXW6	V007172	Geotechnical	\$8,000	2%	LBE	N/A
Vaughn & Melton DUNS:048237846 CAGE: 00UA7	V013914	SUE	\$39,770	10%	N/A	N/A

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT \$ **\$214,597**
TOTAL CONTRACT AMOUNT: **\$401,572**

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

Business Name: **Foth Infrastructure & Environment, LLC**

Representative Name/Title: **Dave Carpenter, Lead Civil Engineer**

Date: **7/7/2021**

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

CES Group Engineers, LLP

Company Name

274 N. Hwy 16 Business, Suite 300

Physical Address

same as above

Mailing Address

Denver, NC 28037

City/State Zip Code + 4

(704) 313-0386

Phone number

()

Fax number

Jennifer Pia

Primary Contact Name

Tom Cannarella

Secondary Contact Name

jpia@ces-group.net

Primary Contact Email Address

tcannarella@ces-group.net

secondary Contact Email Address

45-2408773

Federal ID #

V016583

Vendor #

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

Chao & Associates, Inc.

Company Name

7 Clusters Court

Physical Address

7 Clusters Court

Mailing Address

Columbia, SC 29210

City/State Zip Code + 4

(803) 772-8420

Phone number

(803) 772-9120

Fax number

David Chao

Primary Contact Name

Gerald Lee

Secondary Contact Name

davidc@chaoinc.com

Primary Contact Email Address

geraldl@chaoinc.com

Secondary Contact Email Address

57-0848493

Federal ID #

V001545

Vendor #

3) Subcontractors Company information (Primary/Main office location)F&ME Consultants, Inc.

Company Name

1825 Blanding Street

Physical Address

PO Box 5855

Mailing Address

Columbia, SC 29250

City/State Zip Code + 4

(803) 254-4540

Phone number

(803) 254-4542

Fax number

Shawn C. Epps

Primary Contact Name

Andy Whitfield, PE

Secondary Contact Name

sepps@fmeconsultants.com

Primary Contact Email Address

awhitfield@fmeconsultants.com

Secondary Contact Email Address

61-1725606

Federal ID #

V007172

Vendor #

4) Subcontractors Company information (Primary/Main office location)Vaughn & Melton Consulting Engineers, Inc.

Company Name

3600 Forest Drive, Suite 102 Columbia, SC 29204

Physical Address

3600 Forest Drive, Suite 102

Mailing Address

Columbia, SC 29204

City/State Zip Code + 4

(803-626-1745 (O) 803-609-0117 (C) (____) N/A

Phone number

Fax number

E. Wrenn Barrett

Primary Contact Name

Randy Stepp

Secondary Contact Name

ewbarrett@vaughnmelton.com

Primary Contact Email Address

rlstepp@vaughnmelton.com

Secondary Contact Email Address

61-0663508

Federal ID #

V013914

Vendor #



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

Date: 7/16/2021 Mentor Amount: □ □ □ □ 4 □ □
Project Name: North Tanglewood Drainage Improvements Mentor % of Total Contract: □ □ □
Project #: SD8478 Protégé Amount: \$141,080
Mentor: Foth Infrastructure & Environment, LLC Protégé % of Total Contract: 35%
Protégé: CES Group Engineers, LLP Duration of the Project: 18 Months
Total Project Contract Amount: \$401,572

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

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

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

Foth will enter into an agreement with the City of Columbia and execute agreements for services with CES Group Engineers (CES). The general roles will include Foth acting as the PM, QA/QC, design lead for drainage modeling and during construction services. CES will act as the design lead for civil design plan production and implementation of proposed drainage improvements, lead Construction Observation efforts and provide close out reporting.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

Foth & CES are collaborating outside of the City of Columbia on other projects to promote development of both our team relationship and skills in drainage modeling and design. The Agreement and Business Plan are centered on advancing the abilities and revenues of both Foth & CES.



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Office of Business Opportunities Compliance
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Phone: 803-545-4185

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

Mentor will provide a PM for each assigned work order who will coordinate directly and regularly with the Protégé's assigned PM to ensure that tasks are being completed in accordance with the proposed specific workscope, budget and schedule. The execution of a successful project will help build rapport with the City and the design Team, plus build a project portfolio for future work.

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

Mentor:

Dave Carpenter, P.E. will provide project management and QA/QC with additional staff providing support services for plan production and CA/CO. Insurance will meet the City of Columbia Requirements including Professional Liability, General and Auto.

Protégé:

Tom Cannarella, P.E. will provide assistant project management with additional staff providing support services for civil engineering design plan production, permitting, construction bidding, and construction observation. Insurance will meet the City of Columbia Requirements including Professional Liability, General and Auto.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
Chao & Associates	Foth Infrastructure & Environment, LLC	Foth Infrastructure & Environment, LLC
F&ME	Foth Infrastructure & Environment, LLC	Foth Infrastructure & Environment, LLC
Vaughn & Melton	Foth Infrastructure & Environment, LLC	Foth Infrastructure & Environment, LLC

Special Arrangements:



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Phone: 803-545-4185

5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project:

Mentor will be responsible for coordination of design team during the design phase, drainage modeling for existing and proposed improvements, construction administration and oversight of construction observation.

b. Description of Protégé responsibilities on project:

Protégé will be responsible for final layout, production of civil plans and specifications for drainage improvements, and assistance during construction bidding. CES will also provide part-time construction observation and review of RFI submittals, pay applications, and other documents, as needed.

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

Both Foth and CES will review and analyze preliminary alternative solutions, conducting internal technical QA/QC reviews, bid assistance, award recommendation, general administration of construction contract, and final inspections.

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

The design phase with bidding will be approximately 14 months. The construction phase will be approximately 4 months. the Protégé will be utilized during both phases of work.

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

Project during design phase will include weekly update meetings for team to coordinate needs. Project during the construction phase will be at a minimum of weekly, but with additional meetings as needed for field coordinating and issue resolution.

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

CES will submit monthly invoices to Foth, as hours are accrued. Foth will include CES Invoice in Foth's monthly invoices to the City of Columbia. Payment will be in accordance with the City of Columbia MPP Guidelines and the Master Service Agreement between Foth and CES Group Engineers.



CITY OF COLUMBIA

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Phone: 803-545-4185

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

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

EXECUTED by Foth Infrastructure & Environment, LLC this 01st day of 01 2021.
Corporate SEAL

By: [Signature] Date 01ar01enter
Title: Lead Engineer
Firm Name: Foth Infrastructure & Environment, LLC

ATTEST: [Signature]
By: [Signature] r01S01ott
Title: Lead Engineer

EXECUTED by CES Group Engineers, LLP (Protégé Firm) this 28th day of July 2021.
Corporate SEAL

By: Judy L. Heleine, Judy L. Heleine
Title: Managing Partner
Firm Name: CES Group Engineers, LLP

ATTEST: [Signature]
By: Jennifer B. Pia
Title: Accounting Operations Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 6 day of August 2021.

By: Juliet M. Nelly

Title: Program Compliance Administrator



CITY OF COLUMBIA
 Department of Procurement & Contracts
 1800 Main St., 2nd Floor
 Columbia, SC 29201 (803) 545-3470
****For Internal Use Only****
Purchase Order Modification /
Change Order / Amendment Form

Solicitation #: _____ CMM Contract #: _____

Purpose - Check All That Apply

- ☐ PO Change ☐ Emergency Procurement
☐ Construction Change Order ☐ Sole Source Procurement
☒ Contract Amendment

Routing Date: 08 / 16 / 21

DESCRIPTION: SS7306 - Wastewater Collection Flow Monitoring Service

Identify Funding Source (Please check all that apply):

- ☒ City of Columbia ☐ State of SC ☐ Federal ☐ Other

If other funding source, please specify: _____

DEPARTMENT NAME AND REQUESTOR: Engineering - John Riggs

CONTRACTOR'S NAME: Woolpert, Inc., 2000 Center Point Road, Suite 2200, Columbia, SC

PURCHASE ORDER OR REQUISITION NUMBER : R211269 PO CHANGE ORDER # 7 BUYER REVIEW (Initials): _____

TYPE OF CHANGE (check all applicable boxes):

- ☒ Funding Increase (+) or (-) Decrease - Amount: \$ 420,960
☐ Project Contingency Funds Utilized - Amount: \$ _____
☐ Time Extension to Contract - Extension Date: _____
☒ Revised Scope of Work to Contract (Attach Revised Scope)
☐ Administrative Change: _____
☐ Other Change: _____

REVIEWED

By Anita Higgins at 11:30 am, Aug 25, 2021

Brief Explanation/Justification: The purpose of this project is to assist the City of Columbia in helping measure inflow and infiltration (I/I) and identify problem areas within the wastewater collection system. The increase in funds is for the additional services for Option Year 3 of the Contract.

Current PO Amount: \$ 0 Requested Amount: \$ 420,960 Revised PO Amount: \$ 420,960

Accounting Information on Original PO: ORG 5516221 OBJ 638305 (Required)

Funding/Account Info for Change Order: ORG 5516221 OBJ 638305 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes): _____

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$0.00 - \$5,000.00):

Recommended for Approval: _____

(Signature)

(Title)

Assistant City Manager (ACM) Approval (\$5,000.01 - \$25,000.00; Sign All Contract Amendments):

Recommended for Approval: _____

(Signature)

(Title)

****Route this form to the Procurements & Contracts Department**

Director of Procurement & Contracts Approval:

City Manager Approval Needed

Yes or No

Recommend for Approval: _____

Shannon Lizewski

(Signature)

8/30/2021

(Date)

City Manager Approval:

Recommend for Approval: _____

(Signature)

(Date)

All PO Mod Form increases \$50,000.00 or greater must be approved by City Council. Date approved by City Council: _____

A copy of the final City Council minutes must be maintained with the purchasing file.

See code of ordinance: Sec. 2-207. - Award of contracts. (a) The city manager may reject or approve bids and purchase agreements and award contracts in accordance with established procurement regulations, provided that contracts in excess of up to and including \$50,000.00 shall be approved by the city council prior to award.

Please Submit Form and All Documentation to
procurementneeds@columbiasc.gov

Office of Business Opportunities Goals

Did the Prime Contractor meet small business, Columbia Disadvantaged Business Enterprise (CDBE), or Mentor Protégé Project (MPP) Plan goals, if applicable? ☐ Yes ☐ No ☒ N/A (OBO will make this determination)

If the Prime Contractor did not meet small business, CDBE, or MPP plan goals, provide an explanation from the Contractor on how they plan to meet the goals? ☐ Yes ☐ No ☒ N/A

If adding new Subconsultant/Subcontractor, has OBO approved the new Subcontractor Business Information Record (SBIR)? Provide updated record, if applicable. ☐ Yes ☐ No ☒ N/A

If adding or removing Subconsultants/Subcontractors; or adding/decreasing funding, did OBO approve the updated Implementation Plan Amendment (IPA) to amend the original Mentor Protégé Project (MPP) Plan or other OBO program plan, if applicable? Provide approved amendment or updated plan. : ☐ Yes ☐ No ☒ N/A

OBO Statement for the Amendment:

See below. This contract does not include any programs from OBO.

OBO Dated and Signed: See previous OBO project approval (No OBO Programs)

When completed, please submit Form and all supporting documentation to
procurementneeds@columbiasc.gov.

Contract Amendment #7

**SS7306 Wastewater Collection Flow Monitoring Services
RFP 014-17-18
Woolpert, Incorporated**

August 30, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert, Incorporated (Engineer) executed February 25, 2019 (Agreement) to increase funds for option year 3 of the contract in support of continued services.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

Original Contract Amount (March 1, 2019 to July 1, 2019; Purchase Order# P176493):	\$184,560.00
Contract Amendment #1 (No Cost; Time Extension from July 1, 2019 to June 30, 2020; Purchase Order# P176493):	\$0.00
Contract Amendment #2 (Cost Increase/Addition; Purchase Order# P180111):	\$157,419.00
Contract Amendment #3 (Cost Increase/ Addition; Purchase Order# P180111):	\$110,640.00
Contract Amendment #4 (Cost Increase/Addition; Time Extension from July 1, 2020 to June 30, 2021; Purchase Order# P186031):	\$376,890.00
Contract Amendment #5 (Cost Increase/Addition; Purchase Order# P186031):	\$33,010.00
Amendment #6 (No Cost; Time Extension from July 1, 2021 to June 30, 2022; Purchase Order# P186031):	\$0.00
Current Contract Amount:	\$862,519.00
This Contract Amendment #7 (Cost Increase/Addition; Requisition # R211269):	\$420,960.00
Revised Contract Amount:	\$1,283,479.00

This Change is Acceptable:

Name of Firm

Woolpert, Incorporated

City of Columbia

Office of the City Manager

Flint Holbrook, Senior Vice President

Print Name

R. Flint Holbrook

Signature

Teresa Wilson, City Manager

Signature

September 13, 2021

Date

Date

Witness

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

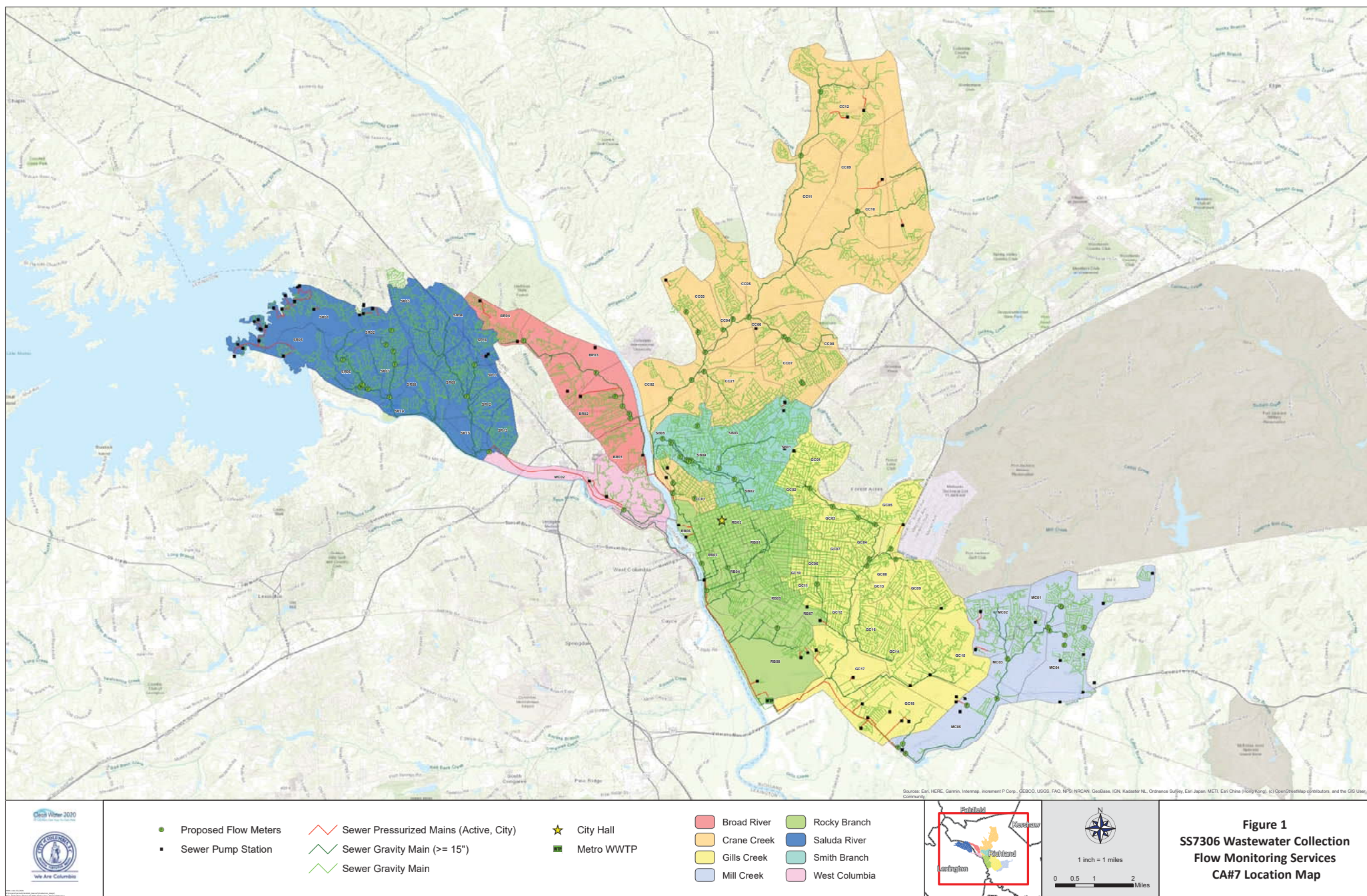
9/9/2021

City of Columbia
CIP# SS7306
Wastewater Collection Flow Monitoring Services
Contract Amendment #7

The work to be performed for providing permanent and temporary flow monitoring services for the wastewater collection services is billed on a unit cost. The contract for services is \$420,960. Table 1 summarizes the estimated cost for the project. Permanent monitoring is for a 12-month period, and temporary monitoring is for an approximately 3-month period.

Table 1
Fee Summary

Task	Subtask Description	Monthly Unit Cost	Qty	Total
1	Permanent flow monitor site selection and installation	\$840	0	\$0
2	Monthly monitoring and maintenance of permanent flow monitoring sites	\$530	16	\$101,760
3	Rain gauge installation and removal	\$445	0	\$0
4	Monthly monitoring and maintenance of permanent rain gauge sites	\$200	14	\$33,600
5	Temporary flow monitor site selection and installation	\$1,295	60	\$77,700
6	Temporary flow monitoring maintenance	\$1,020	60	\$183,600
7	Traffic Control	\$1,350/wk	18	\$24,300
Total				\$420,960



Contract Amendment #1**RFP011-17-18-ECM****310 LTD****August 11, 2021**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and 310 LTD (Consultant) to add funding in the amount of \$55,000.00 (R212486) to continue lead generation consulting services for the City's economic development recruitment efforts and target mission appointment setting services for the term July 1, 2021 – June 30, 2022.

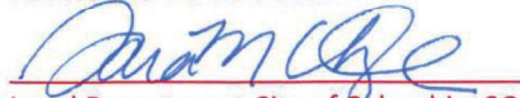
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

310 LTD

City of Columbia

Office of the City Manager

Print NameTeresa Wilson, City Manager_____
Signature_____
Signature_____
Date_____
Date_____
Witness**APPROVED AS TO FORM****Legal Department City of Columbia, SC****9/9/2021**

Contract Amendment #1**Bid053-17-18****Wright Johnston****August 10, 2021**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Wright Johnston (Vendor) to add funding in the amount of \$225,000.00 (R210929) for battle dress uniforms for the police department for the term July 1, 2021 – June 30, 2022.

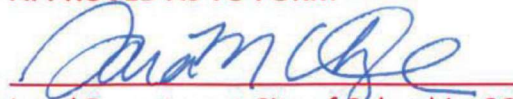
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Wright Johnston

City of Columbia

Office of the City Manager

Print NameTeresa Wilson, City Manager_____
Signature_____
Signature_____
Date_____
Date_____
Witness**APPROVED AS TO FORM****Legal Department City of Columbia, SC****9/9/2021**

Contract Amendment #2**Bid071-18-19-ECM****Core and Main****September 20, 2021**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Core and Main (Vendor) to add funding in the amount of \$384,375.25 (R212195) for water distribution annual repair materials.

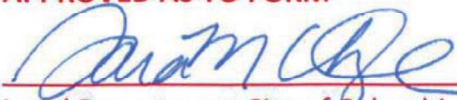
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Core and Main

City of Columbia

Office of the City Manager

Print Name_____
Teresa Wilson, City Manager_____
Signature_____
Signature_____
Date_____
Date_____
Witness**APPROVED AS TO FORM**

 Legal Department City of Columbia, SC
 9/21/2021



Bid Proposal for CITY OF COLUMBIA ANNUAL - WATER EXT 2022

CUSTOMER

CITY OF COLUMBIA SC

4013 W BELTLINE BLVD

COLUMBIA, SC 29204

Contact: CAROL SFORZA

(T) 803-545-3915

(F) 803-988-8076

casforza@columbiasc.net

JobCITY OF COLUMBIA ANNUAL - WATER EXT
2022

Bid Date: 05/26/2021 02:00 pm

Bid #: 1831173

CONTACT

Sales Representative

Steven Carter

(M) 803-309-4622

(T) 803-794-0902

(F) 803-796-4610

steven.Carter@coreandmain.com

Core & Main

914 Chris Dr

West Columbia, SC 29169

(T) 803-794-0902

NOTES



Bid Proposal for CITY OF COLUMBIA ANNUAL - WATER EXT 2022

CITY OF COLUMBIA SC

Bid Date: 05/26/2021 02:00 pm

Core & Main 1831173

Steven Carter

Mobile: 803-309-4622

Phone: 803-794-0902

Fax: 803-796-4610

steven.Carter@coreandmain.com

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10		LOT #2 - BRASS GOODS			
20	300	P15403N 3/4 CPLG PJCTSPJCTS **NO LEAD **	EA	14.12	4,236.00
30	100	P15403N 1 CPLG PJCTSPJCTS **NO LEAD **	EA	14.62	1,462.00
40	1100	P15428N 3/4 ADAPT PJCTSMIP **NO LEAD **	EA	10.84	11,924.00
50	600	P15428N 1 ADAPT PJCTSMIP NO LEAD	EA	12.90	7,740.00
60	40	P15428N 1-1/2 ADPT PJCTSMIP **NO LEAD **	EA	36.00	1,440.00
70	100	P15428N 2 ADAPT PJCTSMIP **NO LEAD **	EA	51.96	5,196.00
80	1	E15429N 3/4 STRT CPLG IPS PE PKJT X MIP NO LEAD	EA	13.81	13.81
90	1000	P15451N 3/4 CPLG PJCTSFIP **NO LEAD **	EA	11.65	11,650.00
100	400	P15451N 1 CPLG PJCTSFIP **NO LEAD **	EA	16.89	6,756.00
110	40	P15451N 1-1/2 CPLG PJCTSFIP **NO LEAD **	EA	45.97	1,838.80
120	100	P15451N 2 CPLG PJCTSFIP **NO LEAD **	EA	54.16	5,416.00
130	1000	P25172N 3/4 BALL CURB PJCTS X FIPT W/LW NO LEAD	EA	42.60	42,600.00
140	360	P25172N 1 BALL CURB PJCTSFIP PACK JT CTS X FIP NO LEAD	EA	66.24	23,846.40
150	200	B20200N 3/4 FIP STRT BALL SERVICE VALVE W/LOCK WING & CHK NO LEAD	EA	39.24	7,848.00
160	220	B20200N 1 FIP STRT BALL SERVICE VALVE W/LOCK WING & CHK, 1/4 TURN NO LEAD	EA	60.10	13,222.00
170	1	B20200N 1-1/4 FIP STRT BALL VALVE W/LOCK WING & CHK NO LEAD	EA	101.85	101.85
180	100	B20200N 1-1/2 FIP STRT BALL SERVICE VALVE W/LOCK WING & CHK NO LEAD	EA	122.50	12,250.00
190	200	B20200N 2 FIP STRT BMV NO LEAD SERVICE VALVE W/LOCK WING & CHK NO LEAD	EA	178.36	35,672.00
200	24	P15008N 3/4 CORP STOP CCXCP PJ NO LEAD BRASS	EA	24.17	580.08
210	330	P15008N 1 CORP STOP CCXCP PJ NO LEAD BRASS	EA	35.88	11,840.40
220	1	B20003N 1-1/2 BALL CORP 1-1/2X2 CCXMIPT INC THD NO LEAD	EA	99.84	99.84
230	1	B2996N 1-1/2 CCXMIPT BALL CORP (NO LEAD)	EA	119.18	119.18
240	1	B20003N 2 BALL CORP 2X2-1/2 CCXMIPT INC THD NO LEAD	EA	174.65	174.65
250	60	B2996N 2 CCXMIPT BALL CORP NO LEAD	EA	205.20	12,312.00
260	56	P15403N 1X3/4 CPLG PJCTSPJCTS PACK JT CTS COMP - NO LEAD	EA	14.89	833.84
270	1	H15425N 1 ADPT CFXMIP NO LEAD	EA	14.02	14.02
280	1	H15425N 3/4 ADPT CFXMIP NL NO LEAD	EA	9.79	9.79
290	50	B24118-R2A-7N 5/8X3/4X7 YOKE NO LEAD	EA	115.77	5,788.50
300	50	236B24118R2A-N MTR RELOCATOR 9" RISER 5/8X3/4 LW BALL VLVX ANG CHK VLV NO LEAD	EA	118.13	5,906.50
✓ 310	50	238B24118R2A-N MTR RELOCATOR 12" RISER 5/8X3/4 LW BALL VLVX ANG CHK VLV NO LEAD	EA	121.02	6,051.00
✓ 320	50	239B24118R2A-N MTR RELOCATOR 15" RISER 5/8X3/4 LW BALL VLVX ANG CHK VLV NO LEAD	EA	125.09	6,254.50
330	75	B2446-R2AN 5/8X3/4 OFFSET RELO W/LOCK WING ANGLE METER VLV N	EA	126.69	9,501.75



Bid Proposal for CITY OF COLUMBIA ANNUAL - WATER EXT 2022

Bid #: 1831173

Seq#	Qty	Description	Units	Price	Ext Price
✓ 340	40	B24118N 1X10 MTR RESETTER W/BV NO LEAD	EA	216.25	8,650.00
				SUBTOTAL	261,348.91
350		LOT #4 - STEEL COUPLINGS			
360	5	201-016601 1-1/4X5 STL CPLG 1.66 OD	EA	17.86	89.30
370	25	201-019001 1-1/2X5 STL CPLG 1.90 OD	EA	21.00	525.00
380	150	201-023801 2X5 STEEL COUPLING 2.38 OD	EA	23.20	3,480.00
390	1	201-010501 3/4X5 STL CPLG 1.05 OD	EA	15.59	15.59
400	1	201-028801 2-1/2X5 STL CPLG 3 BOLT 2.88 OD	EA	36.67	36.67
				SUBTOTAL	4,146.56
410		LOT #6 - DRESSER COUPLINGS JCM			
420	10	242-0550E 4 OPTIMUM CPLG EPXY 4.22-5.60 OD	EA	107.21	1,072.10
430	30	242-0760E 6 OPTIMUM CPLG EPXY 6.28-7.60 OD	EA	145.89	4,376.70
440	10	241-0960E 8 OPTIMUM CPLG EPXY 8.40-9.75 OD	EA	185.69	1,856.90
				SUBTOTAL	7,305.70
450		LOT #9 - SERVICE CLAMPS CC			
460	4	402-0413-09CC 3X1CC SAD JCM DBL STRAP 3.80-4.13 OD 402-041309CC	EA	17.10	68.40
470	30	402-0545-09CC 4X1CC DI SDL DBL EG STRAP 4.74-5.45 OD	EA	18.24	547.20
480	1	402-0545-15CC 4X2CC DI SDL DBL EG STRAP 4.74-5.45 OD	EA	23.58	23.58
490	100	402-0745-08CC 6X1CC SAD JCM DBL STRAP 6.84-7.60 OD	EA	22.49	2,249.00
500	1	402-0745-14CC 6X2CC SAD JCM DBL STRAP 6.84-7.60 OD	EA	28.07	28.07
510	100	402-0905-09CC 8X1CC SAD JCM DBL STRAP 8.63-9.05 OD	EA	25.03	2,503.00
520	1	402-0905-15CC 8X2CC DI SDL DBL EG STRAP 8.63-9.05 OD	EA	30.72	30.72
530	1	402-1110-09CC 10X1CC SAD JCM DBL STRAP 10.75-11.10 OD	EA	32.99	32.99
540	1	404-1110-15CC 10X2CC DI SDL DBL SS STRAP 10.75-11.10 OD	EA	41.00	41.00
550	30	402-1426-09CC 12X1CC SAD JCM DBL STRAP 13.10-14.38 OD	EA	38.72	1,161.60
560	1	402-1426-15CC 12X2CC DI SDL DBL EG STRAP 13.10-14.38 OD	EA	48.76	48.76
570	10	402-1888-09CC 16X1CC DI SDL DBL EG STRAP 17.30-18.88 OD	EA	60.42	604.20
				SUBTOTAL	7,338.52
580		LOT #13 - REPAIR CLAMPS			
590	50	229-023807-000 2X7-1/2 CLAMP COLLAR LEAK 2.38 OD	EA	41.62	2,081.00
600	10	229-035007-000 3X7-1/2 CLAMP COLLAR LEAK 3.50 OD	EA	47.64	476.40
				SUBTOTAL	2,557.40
610		LOT #17 - FIRE HYDRANTS			
620	6	A423 2"Ø 6" MJ COLUMBIA SC 5-1/4VO OR 423-526451	EA	1,585.69	9,514.14
630	6	A423 3"Ø 6" MJ COLUMBIA SC 5-1/4VO OR 423-522144	EA	1,661.41	9,968.46
640	10	A423 O/R 4"Ø 6" MJ COLUMBIA SC 5-1/4 HYD	EA	1,728.12	17,281.20
				SUBTOTAL	36,763.80
650		LOT #18 - BRASS FITTINGS			
660	1	2 BRASS SQ HD CORED PLUG NL(I) NO LEAD	EA	7.53	7.53
670	1	1 BRASS SQ HEAD CORED PLUG (I) NO LEAD	EA	2.46	2.46
680	100	3/4 BRASS COUPLING NO LEAD (I)	EA	2.61	261.00
690	100	2 BRASS COUPLING NO LEAD (I)	EA	13.78	1,378.00
700	50	3/4XCL BRASS NIPPLE NO LEAD(I)	EA	1.59	79.50
710	100	1XCL BRASS NIPPLE NO LEAD (I)	EA	2.35	235.00
720	10	1-1/2XCL BRASS NIPPLE NL (I) NO LEAD	EA	4.62	46.20
730	150	2XCL BRASS NIPPLE NO LEAD (I)	EA	7.03	1,054.50
740	1	1-1/4XCL BRASS NIPPLE NL (I) NO LEAD	EA	3.56	3.56
750	1	1-1/4X2 BRASS NIPPLE NL (I) NO LEAD	EA	4.18	4.18
760	1	1-1/4X3 BRASS NIPPLE NL (I) NO LEAD	EA	6.10	6.10
770	25	1-1/4X5 BRASS NIPPLE NL (I) NO LEAD	EA	10.32	258.00
780	250	3/4X2 BRASS NIPPLE NO LEAD (I)	EA	2.19	547.50

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Actual taxes may vary

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Bid Proposal for CITY OF COLUMBIA ANNUAL - WATER EXT 2022

Bid #: 1831173

Seq#	Qty	Description	Units	Price	Ext Price
790	200	3/4X3 BRASS NIPPLE NO LEAD (I)	EA	3.03	606.00
800	50	3/4X4 BRASS NIPPLE NO LEAD (I)	EA	3.95	197.50
810	50	3/4X5 BRASS NIPPLE NO LEAD (I)	EA	4.98	249.00
820	100	3/4X6 BRASS NIPPLE NO LEAD (I)	EA	6.06	606.00
830	25	3/4X12 BRASS NIPPLE NO LEAD(I)	EA	11.60	290.00
840	100	1X3 BRASS NIPPLE NO LEAD (I)	EA	4.38	438.00
850	100	1X4 BRASS NIPPLE NO LEAD (I)	EA	5.71	571.00
860	75	1X5 BRASS NIPPLE NO LEAD (I)	EA	7.40	555.00
870	100	1X6 BRASS NIPPLE NO LEAD(I)	EA	8.84	884.00
880	50	1X12 BRASS NIPPLE NO LEAD (I)	EA	17.39	869.50
890	10	1-1/2X2 BRASS NIPPLE NL (I) NO LEAD	EA	5.12	51.20
900	10	1-1/2X3 BRASS NIPPLE NL (I) NO LEAD	EA	7.68	76.80
910	1	1-1/2X4 BRASS NIPPLE NL (I) NO LEAD	EA	10.00	10.00
920	100	1-1/2X5 BRASS NIPPLE NL (I) NO LEAD	EA	13.09	1,309.00
930	1	1-1/2X6 BRASS NIPPLE NL (I) NO LEAD	EA	15.56	15.56
940	50	2X3 BRASS NIPPLE NO LEAD (I)	EA	9.84	492.00
950	100	2X4 BRASS NIPPLE NO LEAD (I)	EA	12.88	1,288.00
960	50	2X5 BRASS NIPPLE NO LEAD (I)	EA	16.75	837.50
970	125	2X6 BRASS NIPPLE NO LEAD (I)	EA	19.99	2,498.75
980	100	2X12 BRASS NIPPLE NO LEAD (I)	EA	39.40	3,940.00
990	100	3/4 BRASS 90 NO LEAD (I)	EA	3.21	321.00
1000	50	1-1/2 BRASS 90 NO LEAD (I)	EA	9.82	491.00
1010	100	2 BRASS 90 NO LEAD (I)	EA	15.98	1,598.00
1020	25	1 BRASS 45 NO LEAD (I)	EA	5.42	135.50
1030	25	2 BRASS 45 NO LEAD (I)	EA	17.65	441.25
1040	10	3/4 BRASS 45 NO LEAD (I)	EA	3.22	32.20
1050	200	3/4 BRASS TEE NO LEAD (I) NO LEAD	EA	3.95	790.00
1060	25	2 BRASS TEE NO LEAD (I)	EA	22.22	555.50
1070	10	2X3/4 BRASS TEE NO LEAD (I)	EA	27.45	274.50
1080	2500	1X3/4 BRASS BUSHING NL (I) NO LEAD	EA	2.58	6,450.00
1090	25	1-1/4X1 BRASS BUSHING NL (I) NO LEAD	EA	4.43	110.75
1100	10	1-1/4X3/4 BRASS BUSHING NL (I) NO LEAD	EA	4.43	44.30
1110	100	1-1/2X1 BRASS BUSHING NL (I) NO LEAD	EA	5.66	566.00
1120	25	1-1/2X3/4 BRASS BUSHING NL (I) NO LEAD	EA	6.92	173.00
1130	50	2X1 BRASS BUSHING NO LEAD (I)	EA	10.11	505.50
1140	25	2X1-1/2 BRASS BUSHING NL (I) NO LEAD	EA	8.38	209.50
1150	30	2-1/2X2 BRASS BUSHING NL (I) NO LEAD	EA	16.80	504.00
1160	1	3/4X1/2 BRASS BUSHING NL (I) NO LEAD	EA	1.70	1.70
1170	1	3/4X1/4 BRASS BUSHING NL (I) NO LEAD	EA	2.06	2.06
1180	1	3X2 BRASS BUSHING NO LEAD (I)	EA	25.26	25.26
1190	150	1X3/4 BRASS REDUCER NL (I) NO LEAD	EA	5.17	775.50
1200	25	2X1 BRASS REDUCER NO LEAD (I)	EA	17.73	443.25
1210	25	2X1-1/2 BRASS REDUCER NL (I) NO LEAD	EA	15.66	391.50
				SUBTOTAL	34,509.61
1220	LOT# 20 - DI FITTINGS, MJ SIP				
1230	UNABLE TO SECURE PRICING DUE				
1240	TO CURRENT MARKET CONDITIONS				
1250	50	1 VALVE BOX RISER IMP	EA	5.25	262.50
1260	1	1-1/2 VALVE BOX RISER IMP	EA	5.69	5.69
1270	100	2 VALVE BOX RISER IMP	EA	6.91	691.00
1280	50	6 VALVE BOX RISER IMP	EA	18.24	912.00

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Actual taxes may vary

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Bid Proposal for CITY OF COLUMBIA ANNUAL - WATER EXT 2022

Bid #: 1831173

Seq#	Qty	Description	Units	Price	Ext Price
1290		LOT #22 - STRAIGHT COUPLINGS			
				SUBTOTAL	1,871.19
1300	1	P15509N 3/4 CPLG PJCTS X X-S LEAD FLG NO LEAD	EA	23.34	23.34
1310	1	P15509N 1 CPLG PJCTS X X-S LEAD FLG NO LEAD	EA	37.98	37.98
				SUBTOTAL	61.32
				Sub Total	355,903.01
				Tax	28,472.24
				Total	384,375.25

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Storeroom Material ID	Manu. Desc./Part#	FY2021 Unit Cost	FY2022 Qtys	FY2022 Unit Cost	FY2022 Ext Cost	% Increase2
WA-187/3/4X12	237B24118R2A-N 5/8X3/4X12	\$ 115.62	50	\$ 121.02	\$ 6,051.00	4.7
WA-187/3/4X15	239B24118R2A-N 5/8X3/4X15	\$ 119.14	50	\$ 125.09	\$ 6,254.50	5.0
WA-187/1X10	B24118-R2A-N	\$ 205.96	40	\$ 216.25	\$ 8,650.00	5.0
WA-101/11/2X2 CRP	B2003-500N	\$ 95.09	1	\$ 99.84	\$ 99.84	5.0
WA-101/2x21/2 CRP	B2003-550N	\$ 166.34	1	\$ 174.65	\$ 174.65	5.0
WA-101/3/4 STP	B20200 250N	\$ 37.38	200	\$ 39.24	\$ 7,848.00	5.0
WA-101/1 STP	B20200 330N	\$ 57.24	220	\$ 60.10	\$ 13,222.00	5.0
WA-101/11/4 STP	B20200 420N	\$ 97.00	1	\$ 101.85	\$ 101.85	5.0
WA-101/11/2 STP	B20200 500N	\$ 116.67	100	\$ 122.50	\$ 12,250.00	5.0
WA-101/2 STP	B20200 550N	\$ 169.87	200	\$ 178.36	\$ 35,672.00	5.0
WA-187/3/4X7	B24118-R2A-7N 5/8X3/4X7 YOKE	\$ 110.26	50	\$ 115.77	\$ 5,788.50	5.0
WA-187/3/4X9	B24118-R2A-9N	\$ 112.51	50	\$ 118.13	\$ 5,906.50	5.0

Storeroom Material ID	Manu. Desc./Part#	FY2021 Unit Cost	FY2022 Qtys	FY2022 Unit Cost	FY2022 Ext Cost	% Increase2
WA-187/3/4X4 OFFSET	B2446-R2A-4N	\$ 120.66	75	\$ 126.69	\$ 9,501.75	5.0
WA-101/11/2 CRP	B2996-500N	\$ 113.51	1	\$ 119.18	\$ 119.18	5.0
WA-101/2 CRP	B2996-550N	\$ 195.43	60	\$ 205.20	\$ 12,312.00	5.0
WA-101/3/4 IPS MALE	E15429N-250N	\$ 13.16	1	\$ 13.81	\$ 13.81	4.9
WA-101/3/4 COP MA	H15425-250N	\$ 9.33	1	\$ 9.79	\$ 9.79	4.9
WA-101/1"COP MALE	H15425-330N	\$ 13.36	1	\$ 14.02	\$ 14.02	4.9
WA-101/3/4 CMP CRP	P15008-250N	\$ 23.02	24	\$ 24.17	\$ 580.08	5.0
WA-101/1 CMP CRP	P15008-330N	\$ 34.18	330	\$ 35.88	\$ 11,840.40	5.0
WA-101/3/4 CMP UNION	P15403-250N	\$ 12.78	300	\$ 14.12	\$ 4,236.00	10.5
WA-101/1 CMP UNION	P15403-330N	\$ 13.93	100	\$ 14.62	\$ 1,462.00	5.0
WA-101/1X3/4 CMP RED	P15403-330Nx250N	\$ 14.19	56	\$ 14.89	\$ 833.84	4.9
WA-101/3/4 CMP MALE	P15428-250N	\$ 10.33	1100	\$ 10.84	\$ 11,924.00	4.9

Storeroom Material ID	Manu. Desc./Part#	FY2021 Unit Cost	FY2022 Qtys	FY2022 Unit Cost	FY2022 Ext Cost	% Increase2
WA-101/1 CMP MALE	P15428-330N	\$ 12.29	600	\$ 12.90	\$ 7,740.00	5.0
WA-101/11/2 CMP MALE	P15428-500N	\$ 34.29	40	\$ 36.00	\$ 1,440.00	5.0
WA-101/2 CMP MALE	P15428-550N	\$ 49.49	100	\$ 51.96	\$ 5,196.00	5.0
WA-101/3/4 CMP FEM	P15451-250N	\$ 11.10	1000	\$ 11.65	\$ 11,650.00	5.0
WA-101/1 CMP FEM	P15451-330N	\$ 16.09	400	\$ 16.89	\$ 6,756.00	5.0
WA-101/11/2 CMP FEM	P15451-500N	\$ 43.79	40	\$ 45.97	\$ 1,838.80	5.0
WA-101/2 CMP FEM	P15451-550N	\$ 51.59	100	\$ 54.16	\$ 5,416.00	5.0
WA-101/3/4 CMP CURB STP	P25172-250N	\$ 40.58	1000	\$ 42.60	\$ 42,600.00	5.0
WA-101/1 CMP CURB STP	P25172-330N	\$ 63.09	360	\$ 66.24	\$ 23,846.40	5.0
				Sub Total	\$ 261,348.91	5.1

TAX \$ 20,907.91

TOTAL \$ 282,256.82

Water Distribution Materials CONTRACT RENEWAL PRICING W/ INCREASE PERCENTAGES

Lot 4

LOT #4 – STEEL COUPLINGS FOR STEEL PIPE – 2-BOLT WITH CAST FOLLOWERS, STEEL SLEEVE AND GALVANIZED BOLTS. ROMAC 511, JCM 201, OR EQUAL	Storeroom Material ID	FY2021 Unit Cost	FY2022 Qtys2	FY2022 Unit Cost	FY2022 Ext Cost	% Increase2
1 ½" couplings, nom. O.D. 1.90	WA-131/11/2	\$ 20.00	25	\$ 21.00	\$ 525.00	5.0
1 ¼" couplings, nom..O.D. 1.66	WA-131/11/4	\$ 17.01	5	\$ 17.86	\$ 89.30	5.0
2" couplings, nom. O.D. 2.375	WA-131/2	\$ 22.10	150	\$ 23.20	\$ 3,480.00	5.0
2 ½" couplings, nom.O.D. 2.88	WA-131/21/2	\$ 34.93	1	\$ 36.67	\$ 36.67	5.0
¾" couplings, nom. O.D. 1.05	WA-131/3/4	\$ 14.85	1	\$ 15.59	\$ 15.59	5.0
Total					\$ 4,146.56	5.0

TAX \$ 331.72

TOTAL \$ 4,478.28

Water Distribution Materials CONTRACT RENEWAL PRICING W/ INCREASE PERCENTAGES

Lot 6

LOT #6 – DRESSER COUPLINGS JCM 242 OPTIMUM LONG ONLY	Storeroom Material ID	FY2021 Unit Cost	FY2022 Qtys	FY2022 Unit Cost	FY2022 Ext Cost	% Increase2
4"x 10" Dresser Coupling 4.22 – 5.60 O.D.	WA-132/4 4.22-5.60	\$ 102.11	10	\$ 107.21	\$ 1,072.10	5.0
6" x 10" Dresser Coupling 6.28 – 7.60 O.D.	WA-132/6 6.28-7.60	\$ 138.95	30	\$ 145.89	\$ 4,376.70	5.0
8"x10" Dresser Coupling 8.40 – 9.75 O.D.	WA-132/8 8.40-9.75L	\$ 176.85	10	\$ 185.69	\$ 1,856.90	5.0
Total					\$ 7,305.70	5.0
					TAX \$ 584.46	
					TOTAL \$ 7,890.16	

Water Distribution Maintenance 2021-2022 MATERIALS CONTRACT RENEWAL PRICING W/ INCREASE PERCENTAGES

Lot 9

LOT #9 – SERVICE CLAMPS, "CC" THREAD WITH NEOPREME GASKETS, MUELLER DR2A, FORD F202, SMITH BLAIR 313, JCM 402 OR ROMAC 202U ONLY, DOUBLE STRAPS.	Storeroom Material ID	FY2021 Unit Cost	FY2022 Qty's	FY2022 Unit Cost	FY2022 Ext Cost	% Increase2
10"x1" Nom. O.D. Romac: 11.10-12.12 Mueller & Smith Blair: 10.64-12.12 Ford: 10.64-12.13 JCM:10.75-11.10	WA-140/10X1 10.75-11.10	\$ 31.42	1	\$ 32.99	\$ 32.99	5.0
10"x2" Nom. O.D. Romac: 11.10-12.12 Mueller & Smith Blair: 10.64-12.12 Ford: 10.64-12.13 JCM:10.75-11.10	WA-140/10X2 10.75-11.10	\$ 39.05	1	\$ 41.00	\$ 41.00	5.0
12" x 1" Nom. O.D. Romac: 13.20-14.38 Mueller: 12.62-14.38 JCM: 13.10-14.38 Ford: 12.62-14.39 Smith Blair: 12.62-14.32	WA-140/12X1 13.10-14.38	\$ 36.88	30	\$ 38.72	\$ 1,161.60	5.0
12" x 2" Nom. O.D. Romac: 13.20-14.38 Mueller: 12.62-14.38 JCM: 13.10-14.38 Ford: 12.62-14.39 Smith Blair: 12.62-14.32	WA-140/12X2 13.10-14.38	\$ 46.44	1	\$ 48.76	\$ 48.76	5.0
16" x 1" Nom. O.D. Romac: 17.40-18.90 JCM: 17.30-18.88 Mueller: 17.40-18.80 Smith Blair: 17.40-18.88	WA-140/16X1 17.30-18.88	\$ 57.55	10	\$ 60.42	\$ 604.20	5.0
3" x 1" Nom. O.D. Romac: 3.45-4.05 JCM: 3.80-4.13 Ford: 3.80-4.25 Smith Blair: 3.74-4.13	WA-140/3X1 3.80-4.13	\$ 16.29	4	\$ 17.10	\$ 68.40	5.0
4" x 1" Nom. O.D. Romac: 4.50-5.40 JCM: 4.74-5.45 Mueller: 4.47-5.32 Ford: 4.74-5.26	WA-140/4X1 4.74-5.45	\$ 17.38	30	\$ 18.24	\$ 547.20	4.9
4" x 2" Nom. O.D. Romac: 4.50-5.40 JCM: 4.74-5.45 Mueller: 4.47-5.32 Ford: 4.74-5.26	WA-140/4X2 4.74-5.45	\$ 22.46	1	\$ 23.58	\$ 23.58	5.0
6" x 1" Nom. O.D. Romac: 6.63-7.60 Mueller: 6.59-7.37 Ford: 6.63-7.61 Smith Blair & JCM: 6.84-7.60	WA-140/6X1 6.84-7.60	\$ 21.42	100	\$ 22.49	\$ 2,249.00	5.0

Water Distribution Maintenance FY2020 MATERIALS CONTRACT RENEWAL PRICING W/ INCREASE PERCENTAGES

Lot 9

LOT #9 – SERVICE CLAMPS, "CC" THREAD WITH NEOPREME GASKETS, MUELLER DR2A, FORD F202, SMITH BLAIR 313, JCM 402 OR ROMAC 202U ONLY, DOUBLE STRAPS.	Storeroom Material ID	FY2021 Unit Cost	FY2022 Qtys	FY2022 Unit Cost	FY2022 Ext Cost	% Increase2
6" x 2" Nom. O.D. Romac: 6.63-7.60 Mueller: 6.59-7.37 Ford: 6.63-7.61 Smith Blair or JCM: 6.84-7.60	WA-140/6X2 6.84-7.60	\$ 26.74	1	\$ 28.07	\$ 28.07	5.0
8" x 1" Nom. O.D. Romac: 8.63 – 9.80 Mueller: 8.54-9.79 JCM & Ford: 8.63-9.05 Smith Blair: 7.64-9.05	WA-140/8X1 8.63-9.05	\$ 23.84	100	\$ 25.03	\$ 2,503.00	5.0
8" x 2" Nom. O.D. Romac & JCM: 8.63 – 9.05 Mueller: 8.54-9.79 Ford: 8.63-9.80 Smith Blair: 8.54-10.10	WA-140/8X2 8.63-9.05	\$ 29.26	1	\$ 30.72	\$ 30.72	5.0
Total					\$ 7,338.52	5.0

TAX \$ 587.08

TOTAL \$ 7,925.60

Water Distribution Materials CONTRACT RENEWAL PRICING W/ INCREASE PERCENTAGES

Lot 13

LOT #13 – REPAIR CLAMPS, FULL CIRCLE, SINGLE BAND FOR IRON PIPE, SMITH-BLAIR #229 ONLY. PLEASE NOTE, SMITH BLAIR HAS THREE BOLTS, ALL OTHERS HAVE ONLY TWO BOLTS.	Manu. Desc./Part#	FY2021	FY2022	FY2022	FY2022	% Increase2
		Unit Cost	Qtys	Unit Cost	Ext Cost	
2" x 7" collar leak clamps, O.D. 2.38	229000288070000	\$ 39.64	50	\$ 41.62	\$ 2,081.00	5.0
3" x 7" collar leak clamps, O.D. 3.50	229000350070000	\$ 45.38	10	\$ 47.64	\$ 476.40	5.0
Total					\$ 2,557.40	5.0

TAX \$ 204.59

TOTAL \$ 2,761.99

LOT #17 – FIRE HYDRANTS, 5 ½", TO BE PAINTED RED, 2 ½" HOSE NOZZLE WITH NATIONAL STANDARD THREADS, 4 ½" STEAMER NOZZLE WITH NATIONAL STANDARD THREADS, OPEN RIGHT WITH MECHANICAL JOINT CONNECTIONS – MUELLER CENTURION, AMERICAN DARLING #B84B-5, M&H #929 RE	Manu. Desc./Part#	FY2021 Unit Cost	FY2022 Qty	FY2022 Unit Cost	FY2022 Ext Cost	% Increase
2' Bury	Centurion500-2 A423-518416	\$ 1,510.19	6	\$ 1,585.69	\$ 9,514.14	5.0
3' Bury	Centurion500-3 A423-500964	\$ 1,582.30	6	\$ 1,661.41	\$ 9,968.46	5.0
4' Bury	Centurion500-4 A423	\$ 1,645.83	10	\$ 1,728.12	\$ 17,281.20	5.0
Total					\$ 36,763.80	5.0
					TAX \$ 2,941.10	
					TOTAL \$ 39,704.90	

	FY2022 Qtys	FY2022 Unit Cost	FY2022 Extended Cost	% Increase2
Lot #18 Brass Fittings				
1" brass plug	1	\$ 2.46	\$ 2.46	5.1
2" brass plug	1	\$ 7.53	\$ 7.53	5.2
2" brass coupling	100	\$ 13.78	\$ 1,378.00	5.2
¾" brass coupling	100	\$ 2.61	\$ 261.00	5.2
1" x close brass nipple	100	\$ 2.35	\$ 235.00	4.9
1 ½" x close brass nipple	10	\$ 4.62	\$ 46.20	5.2
1 ½" x 2" brass nipple	10	\$ 5.12	\$ 51.20	8.5
1 ½" x 3" brass nipple.	10	\$ 7.68	\$ 76.80	18.3
1 ½" x 4" brass nipple	1	\$ 10.00	\$ 10.00	18.2
1 ½" x 5" brass nipple	100	\$ 13.09	\$ 1,309.00	24.4
1 ½" x 6" brass nipple	1	\$ 15.56	\$ 15.56	24.5
1 ¼" x close brass nipple	1	\$ 3.56	\$ 3.56	5.3
1 ¼" x 2" brass nipple	1	\$ 4.18	\$ 4.18	8.3
1 ¼" x 3" brass nipple	1	\$ 6.10	\$ 6.10	18.2
1 ¼" x 5" brass nipple	25	\$ 10.32	\$ 258.00	24.6
1" x 12" brass nipple	50	\$ 17.39	\$ 869.50	24.5
1" x 3" brass nipple	100	\$ 4.38	\$ 438.00	18.1
1" x 4" brass nipple	100	\$ 5.71	\$ 571.00	18.7
1" x 5" brass nipple	75	\$ 7.40	\$ 555.00	24.2
1" x 6" brass nipple	100	\$ 8.84	\$ 884.00	24.3
2" x close brass nipple	150	\$ 7.03	\$ 1,054.50	5.2
2" x 12" brass nipple	100	\$ 39.40	\$ 3,940.00	25.0
2" x 3" brass nipple	50	\$ 9.84	\$ 492.00	18.8
2" x 4" brass nipple	100	\$ 12.88	\$ 1,288.00	18.8
2" x 5" brass nipple	50	\$ 16.75	\$ 837.50	25.0
2" x 6" brass nipple	125	\$ 19.99	\$ 2,498.75	24.9
¾" x close brass nipple	50	\$ 1.59	\$ 79.50	5.3
¾" x 12" brass nipple	25	\$ 11.60	\$ 290.00	24.5
¾" x 2" nipple	250	\$ 2.19	\$ 547.50	14.7
¾" x 3" nipple	200	\$ 3.03	\$ 606.00	18.4
¾" x 4" brass nipple	50	\$ 3.95	\$ 197.50	18.6
¾" x 5" brass nipple	50	\$ 4.98	\$ 249.00	24.5
¾" x 6" brass nipple	100	\$ 6.06	\$ 606.00	24.4
1 ½" x 90 degree brass bend	50	\$ 9.82	\$ 491.00	5.3
1" x 45 degree brass bend	25	\$ 5.42	\$ 135.50	5.2
2" x 45 degree brass bend	25	\$ 17.65	\$ 441.25	5.2
2" x 90 degree brass bend	100	\$ 15.98	\$ 1,598.00	5.2
¾" x 45 degree brass bend	10	\$ 3.22	\$ 32.20	5.2
¾" x 90 degree brass bend	100	\$ 3.21	\$ 321.00	5.2
2" brass tee	25	\$ 22.22	\$ 555.50	5.3
2" x ¾" brass tee	10	\$ 27.45	\$ 274.50	5.3
¾" brass tee	200	\$ 3.95	\$ 790.00	5.1
1 ½" x 1" brass bushing	100	\$ 5.66	\$ 566.00	5.2

	FY2022 Qtys	FY2022 Unit Cost	FY2022 Extended Cost	% Increase2
Lot #18 Brass Fittings				
1 ½" x ¾" brass bushing	25	\$ 6.92	\$ 173.00	5.2
1 ¼" x 1" brass bushing	25	\$ 4.43	\$ 110.75	5.2
1 ¼" x ¾" brass bushing	10	\$ 4.43	\$ 44.30	5.2
1" x ¾" brass bushing	2500	\$ 2.58	\$ 6,450.00	4.9
2 ½" x 2" brass bushing	30	\$ 16.80	\$ 504.00	5.3
2" x 1" brass bushing	50	\$ 10.11	\$ 505.50	5.2
2" x 1 ½" brass bushing	25	\$ 8.38	\$ 209.50	5.1
¾" x ½" brass bushing	1	\$ 1.70	\$ 1.70	4.9
¾" x ¼" brass bushing	1	\$ 2.06	\$ 2.06	5.1
3" x 2" brass bushing	1	\$ 25.26	\$ 25.26	5.3
1" x ¾" brass bell reducer	150	\$ 5.17	\$ 775.50	5.1
2" x 1" brass bell reducer	25	\$ 17.73	\$ 443.25	5.2
2" x 1 ½" brass bell reducer	25	\$ 15.66	\$ 391.50	5.2
Total			\$ 34,509.61	11.8
		Tax	\$ 2,760.77	
		TOTAL	\$ 37,270.38	

Rec'd manu. Letters to justify price increases above 5%

Contract Amendment #1**BID071-18-19-ECM****Hayes Pipe Supply, Inc.****August 11, 2021**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Hayes Pipe Supply, Inc. (Consultant) to add funding in the amount of \$66,212.33 (R212199) for water distribution annual repairs on Lot Numbers 3, 8, and 21, for the term July 1, 2021 – June 30, 2022.

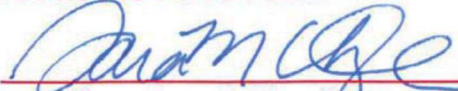
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Hayes Pipe Supply, Inc.

City of Columbia

Office of the City Manager

Print NameTeresa Wilson, City Manager_____
Signature_____
Signature_____
Date_____
Date_____
Witness**APPROVED AS TO FORM**

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

R 212199

29.d



HAYES PIPE SUPPLY, INC.

8130 Garners Ferry Road • Columbia, SC 29209

(803) 695-2424 • Fax (803) 695-7066

www.hayespipe.com

QUO # - 48280

PAGE - 1

TO: CITY OF COLUMBIA SC

ACCOUNTING
P O BOX 147

LOT #3 STRAIGHT COUPLINGS

COLUMBIA SC 29217

Plan Date
5/20/2021Last Revision
EMBID DATE
7/01/2021BID TIME
:00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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*****Note***** The majority of material we supply, particularly PVC pipe, is in short supply and prices are rapidly changing. Please pay special attention to the order and the release by dates on this quote. Most PVC manufacturers, and consequently HPS, will be raising prices to current market price if material is not ordered within terms. Additionally, lead times are getting extended so please schedule your jobs accordingly.

 * NOTE: PRICING ON THIS QUOTE FIRM FROM 7/1/21 THRU 6/30/22 *
 * PROVIDED THIS MATERIAL DOES NOT GO BACK OUT FOR BID. SHOULD *
 * THIS MATERIAL GO BACK OUT FOR BID, THIS QUOTE WILL BE NULL *
 * & VOID. IT IS ALSO NOTED THAT DUE TO THE EXTENDED LEAD *
 * TIMES ON JUST ABOUT EVERY COMMODITY THAT WE SELL, WE MAY *
 * NOT BE ABLE TO COMPLY WITH THE 30 DAY DELIVERY WINDOW AS *
 * STATED IN THE ORIGINAL CONTRACT. SHOULD THE CITY TAKE ISSUE *
 * WITH THE POSSIBILITY OF DELAYED LEAD TIMES, THIS QUOTE WILL *
 * BE NULL & VOID... *

800	3/4IN FORD C85-33-NL MIPT X P/J FOR STEEL PIPE	EA	16.22	12,976.00
200	1IN FORD C85-44-NL MIPT X P/J FOR STEEL PIPE	100 EA	24.76	4,952.00

Total For Quoted Items 17,928.00

□ Nashville, TN • (615) 255-4040
 □ Knoxville, TN • (865) 525-1717
 □ Lexington, KY • (859) 231-8323
 □ Tampa, FL • (813) 241-4040
 □ Longview, TX • (903) 753-5533

Mains - Main Line Accessories - Service Materials - Casting Pipe

Murfreesboro, TN • (615) 217-3040 □
 Acworth, GA • (770) 529-8883 □
 Louisville, KY • (502) 454-8500 □
 Lake Helen, FL • (386) 228-9819 □
 Columbia, SC • (803) 695-2424 □



HAYES PIPE SUPPLY, INC.

8130 Garners Ferry Road • Columbia, SC 29209

(803) 695-2424 • Fax (803) 695-7066

www.hayespipe.com

HAYES PIPE SUPPLY, INC.

BY.

These prices are good for order placement through - 6/30/2022 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN • (615) 255-4040
 □ Knoxville, TN • (865) 525-1717
 □ Lexington, KY • (859) 231-8323
 □ Tampa, FL • (813) 241-4040
 □ Longview, TX • (903) 753-5533

Murfreesboro, TN • (615) 217-3040 □
 Acworth, GA • (770) 529-8883 □
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 Lake Helen, FL • (386) 228-9819 □
 Columbia, SC • (803) 695-2424 □



HAYES PIPE SUPPLY, INC.

8130 Garners Ferry Road • Columbia, SC 29209

(803) 695-2424 • Fax (803) 695-7066

www.hayespipe.com

QUO # - 48281

PAGE - 1

TO: CITY OF COLUMBIA SC

ACCOUNTING
P O BOX 147

LOT #8 MEGALUGS F/DIP & C900

COLUMBIA SC 29217

Plan Date 5/20/2021 Last Revision EM

BID DATE 7/01/2021 BID TIME :00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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*****Note***** The majority of material we supply, particularly PVC pipe, is in short supply and prices are rapidly changing. Please pay special attention to the order and the release by dates on this quote. Most PVC manufacturers, and consequently HPS, will be raising prices to current market price if material is not ordered within terms. Additionally, lead times are getting extended so please schedule your jobs accordingly.

 * NOTE: PRICING ON THIS QUOTE FIRM FROM 7/1/21 THRU 6/30/22 *
 * PROVIDED THIS MATERIAL DOES NOT GO BACK OUT FOR BID. SHOULD *
 * THIS MATERIAL GO BACK OUT FOR BID, THIS QUOTE WILL BE NULL *
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 * TIMES ON JUST ABOUT EVERY COMMODITY THAT WE SELL, WE MAY *
 * NOT BE ABLE TO COMPLY WITH THE 30 DAY DELIVERY WINDOW AS *
 * STATED IN THE ORIGINAL CONTRACT. SHOULD THE CITY TAKE ISSUE *
 * WITH THE POSSIBILITY OF DELAYED LEAD TIMES, THIS QUOTE WILL *
 * BE NULL & VOID... *

100	6IN FORD UFR1400-D-6-I RESTRAINT F/DIP	70 EA	22.05	2,205.00
(20)	8IN FORD UFR1400-D-8-I RESTRAINT F/DIP	EA	33.14	662.80
(10)	10IN FORD UFR1400-D-10-I RESTRAINT F/DIP	EA	49.12	491.20
(10)	12IN FORD UFR1400-D-12-I RESTRAINT F/DIP	EA	71.54	715.40
(4)	24IN FORD UFR-1400-D-24-I RESTRAINT F/DIP	EA	331.00	1,324.00
(10)	4IN FORD UFR1500-4-I RESTRAINT F/PVC	EA	22.70	227.00
50	6IN FORD UFR1500-6-I RESTRAINT F/PVC	40 EA	27.60	1,380.00

Mains - Main Line Accessories - Service Materials - Casing Pipe

o Nashville, TN • (615) 255-4040
 o Knoxville, TN • (865) 525-1717
 o Lexington, KY • (859) 231-8323
 o Tampa, FL • (813) 241-4040
 o Longview, TX • (903) 753-5533

Murfreesboro, TN • (615) 217-3040 o
 Acworth, GA • (770) 529-8883 o
 Louisville, KY • (502) 454-8500 o
 Lake Helen, FL • (386) 228-9819 o
 Columbia, SC • (803) 695-2424 o



HAYES PIPE SUPPLY, INC.

QUO # - 48281

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QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
20	8IN FORD UFR1500-8-I RESTRAINT F/PVC	EA	40.79	815.80
10	10IN FORD UFR1500-10-I RESTRAINT F/PVC	EA	77.08	770.80

Total For Quoted Items 8,592.00

HAYES PIPE SUPPLY, INC.

BY. _____

These prices are good for order placement through - 6/30/2022 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.



HAYES PIPE SUPPLY, INC.

8130 Garners Ferry Road • Columbia, SC 29209

(803) 695-2424 • Fax (803) 695-7066

www.hayespipe.com

QUO # - 48312

PAGE - 1

TO: CITY OF COLUMBIA SC

ACCOUNTING
P O BOX 147

LOT #21 DUAL CHECK VALVES

COLUMBIA SC 29217

Plan Date 5/20/2021 Last Revision EM

BID DATE 7/01/2021 BID TIME :00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
----------	-------------	------	-------	-----------

*****Note***** The majority of material we supply, particularly PVC pipe, is in short supply and prices are rapidly changing. Please pay special attention to the order and the release by dates on this quote. Most PVC manufacturers, and consequently HPS, will be raising prices to current market price if material is not ordered within terms. Additionally, lead times are getting extended so please schedule your jobs accordingly.

 * NOTE: PRICING ON THIS QUOTE FIRM FROM 7/1/21 THRU 6/30/22 *
 * PROVIDED THIS MATERIAL DOES NOT GO BACK OUT FOR BID. SHOULD *
 * THIS MATERIAL GO BACK OUT FOR BID, THIS QUOTE WILL BE NULL *
 * & VOID. IT IS ALSO NOTED THAT DUE TO THE EXTENDED LEAD *
 * TIMES ON JUST ABOUT EVERY COMMODITY THAT WE SELL, WE MAY *
 * NOT BE ABLE TO COMPLY WITH THE 30 DAY DELIVERY WINDOW AS *
 * STATED IN THE ORIGINAL CONTRACT. SHOULD THE CITY TAKE ISSUE *
 * WITH THE POSSIBILITY OF DELAYED LEAD TIMES, THIS QUOTE WILL *
 * BE NULL & VOID... *

2,000	1x3/4IN WILKINS 1UFXM34UF 700XL DUAL CHECK	1500 EA	23.25	46,500.00
150	1-1/4X1IN WILKINS 114UFXM31UF 700XL DUAL CHECK	102 EA	32.61	4,891.50

Total For Quoted Items 51,391.50

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN • (615) 255-4040
 □ Knoxville, TN • (865) 525-1717
 □ Lexington, KY • (859) 231-8323
 □ Tampa, FL • (813) 241-4040
 □ Longview, TX • (903) 753-5533

Murfreesboro, TN • (615) 217-3040 □
 Acworth, GA • (770) 529-8883 □
 Louisville, KY • (502) 454-8500 □
 Lake Helen, FL • (386) 228-9819 □
 Columbia, SC • (803) 695-2424 □



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www.hayespipe.com

HAYES PIPE SUPPLY, INC.

BY _____

These prices are good for order placement through - 6/30/2022 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN • (615) 255-4040
 □ Knoxville, TN • (865) 525-1717
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Murfreesboro, TN • (615) 217-3040 □
 Acworth, GA • (770) 529-8883 □
 Louisville, KY • (502) 454-8500 □
 Lake Helen, FL • (386) 228-9819 □
 Columbia, SC • (803) 695-2424 □



The Ford Meter Box Company, Inc.

775 Manchester Avenue • P.O. Box 443, Wabash, Indiana U.S.A. 46992-0433
Phone: 260-563-3171 • Fax: 800-826-3487 • Overseas Fax: 260-563-0167 • www.fordmeterbox.com

January 15, 2021

To Our Valued Customers,

Due to escalating raw material and transportation costs, we find it necessary to increase our prices.

Prices for no-lead brass, brass saddles, plastic pit setters, iron meter boxes, covers and lids, drilling machines, and meter testing equipment will increase by 7.5%. Uni-Flange® joint restraints will increase by 4%. These changes will be implemented by a list price adjustment and will become effective on Friday, February 19, 2021.

All orders received on or after February 19, 2021, will be subject to the new prices. All existing fixed price quotations and special price programs will be honored through the contract period. New quotations may be requested; however, they will be subject to the new prices.

The new price book will be available from our website, www.fordmeterbox.com, on February 12. An Excel price book will be available to customers for downloading on the Ford Meter Box® Distributor Portal. Please contact your Ford® Customer Service Manager to be set up on the portal.

Additionally, price increases from suppliers are impacting the manufacturing costs of our pipeline products (clamps, couplings, tapping sleeves, iron and stainless steel saddles, and fabricated steel products). Ford Meter Box's policy has always been to increase prices only when economically warranted. Regrettably, we anticipate a future price increase on these products and will provide as much advance notice as possible.

Best Regards,

Thomas A. Lower
Vice President
Senior Manager of Sales and Marketing

Rodney A. Kelsheimer
Manager of Inside Sales



The Ford Meter Box Company, Inc.

775 Manchester Avenue • P.O. Box 443 • Wabash, Indiana U.S.A. 46992-0433
Phone: 260-563-3171 • Fax: 800-826-3487 • Overseas Fax: 260-563-0167 • www.fordmeterbox.com

May 7, 2021

To Our Valued Customers,

Due to escalating transportation and raw material costs, we find it necessary to increase our prices on select pipe products and Uni-Flange® restraints. This will not represent an across-the-board increase on all items.

Prices for couplings, fabricated steel products, imported restraints and domestic UFR13XX series restraints above 12" will increase by 13%. Imported iron saddles will increase by 10%. These changes will be implemented by a list price adjustment and will become effective on Friday, June 11, 2021.

All orders received on or after June 11, 2021, for these items will be subject to the new prices. All existing fixed price quotations will be honored through the contract period. New quotations may be requested; however, they will be subject to the new prices.

New price books will not be automatically mailed. For your convenience, we will have the updated information available on our website, www.fordmeterbox.com, prior to the new prices going into effect.

We would like to thank you for your continued support of The Ford Meter Box Company, Inc. Please contact your Ford Meter Box® Customer Manager or Sales Representative with any questions.

Best Regards,

Thomas A. Lower
Vice President
Senior Manager of Sales and Marketing

Rodney A. Kelsheimer
Manager of Inside Sales



10/21

February 11, 2021

Subject: Zurn Industries Commercial Price Adjustment - US Market Only

Effective Date: April 1, 2021

Due to raw material increases and inflationary pressures, Zurn Industries, LLC, is announcing a price increase effective April 1, 2021. The average price increase across the product categories is as follows:

- Commercial Brass – 5%
- Flo-Thru – 5%
- Light Commercial – 5%
- Spec Drain – 5%
- Stainless Drains – 5%
- Wilkins – 6%

Zurn remains diligent in managing cost to off-set the impact of continued inflation and other external factors, but we expect this environment to continue into the near term and may need to implement additional increases in the future.

Price Protected Orders

- All price protected orders must be entered AND released for shipment by March 31, 2021.
- Any projects awarded or orders entered on or after March 31, 2021, will reflect new pricing.

New pricing will be distributed in March.

Please contact your Zurn Sales Representative or Area Manager with any questions.

It is our commitment to provide innovative and lean building water solutions that deliver the most reliable performance and long-term value for our customers. This price adjustment enables Zurn to continue reinvesting in the business to better serve the industry and our valued customers.

We appreciate your continued support of Zurn products.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Bledsoe", is written over a faint, larger version of the same signature.

Richard Bledsoe
Vice President, Sales and Marketing

Zurn Industries, LLC
511 Freshwater Way, Milwaukee, WI 53204

US 1.855.ONE.ZURN CANADA 1.877.892.5216 ZURN.COM



10/21
May 13, 2021

Subject: Zurn Industries Commercial Price Adjustment - US Market Only

Effective: June and July 2021

The Building Materials segment overall, and Zurn Industries, LLC, are experiencing unprecedented raw material increases, inflationary pressures, and freight expenses at a consistent and alarming rate. As a result, we have no choice but to announce another price increase to help mitigate the impact of extraordinary raw materials inflation as follows:

Effective June 1, 2021, Specification Drainage will adjust average territory multipliers up 2.5%.

In addition, effective July 1, 2021, Zurn will implement the following price increases:

- Commercial Brass – 8%
- Flo-Thru – 8%
- Green Turtle – 8%
- Specification Drainage – 8%
- Wilkins – 15%

While Zurn remains committed to managing costs, the current economic situation does not guarantee that future price adjustments may be needed.

Price Protected Orders

- All price protected orders must be entered AND released for shipment by June 30, 2021.
- Any projects awarded or orders entered on or after June 30, 2021, will reflect new pricing.

~~Due to unprecedented demand, Wilkins stock orders are not to exceed one month's average purchases. All Wilkins June stock orders must be placed by Friday, June 4. Stock orders placed after this date should expect a July ship date, with the above announced increase applied to the order.~~

New pricing will be distributed in June. Please contact your Zurn Sales Representative or Area Sales Manager with any questions.

It is our commitment to provide innovative and lean building water solutions that deliver the most reliable performance and long-term value for our customers. This price adjustment enables Zurn to continue reinvesting in the business to better serve the industry and our valued customers.

We appreciate your continued support of Zurn products.

Sincerely,

Richard Bledsoe
Vice President, Sales and Marketing

Zurn Industries, LLC
511 Freshwater Way, Milwaukee, WI 53204

US 1.855.ONE.ZURN CANADA 1.877.892.5216 ZURN.COM



June 4, 2021

Eddie Muldron
Hayes Pipe Supply Inc
8130 Garners Ferry Road
Elgin, SC 29045

RE: Contract Renewal referencing BID071-18-19-ECM Water Distribution Annual Repair Materials

Dear Mr. Muldron,

The awarded term on the above referenced agreement is set to expire on June 30, 2021. The City of Columbia would like to renew the contract for the next optional term. This is a request for your consideration to renew the contract for the next optional term, July 1, 2021 through June 30, 2022. A separate amendment will follow to add funds to any subsequent purchase order(s) for the next fiscal year should you agree to this renewal request.

As a reminder, any contract renewal, extension and/or purchase order modification entered into by mutual agreement of the parties, shall also be subject to cancellation or termination provisions of the agreement without damages or further obligations when funds are not appropriated or otherwise made available to support the continuation of performance during any fiscal period.

This requested renewal is also subject to the approval by the City Manager or his authorized designee, and/or Columbia City Council.

Please annotate on the bottom of this letter, with your signature and date, if your company is in full agreement with this renewal request through June 30, 2022 with all terms and conditions remaining the same during the renewal period.

Also, please sign in blue ink, scan and email a copy of this signed letter to procurement@columbiasc.gov no later than 5:00 PM on Wednesday, June 16, 2021.

Thanking you in advance for your prompt attention to this matter. If any questions, please do not hesitate to contact me at (803) 545-4470.

Elizabeth Marsh

Elizabeth Marsh, Procurement Manager

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew the current contract for one year from July 1, 2021 to June 30, 2022. All other terms and conditions as outlined in BID071-18-19-ECM Water Distribution Annual Repair Materials.

☒ Yes ☐ No Lot #3 #8 & #21 @ pricing & WITH TERMS AS STATED ON
 QUOTES #48280, #48281 & #48312 (ATTACHED)
☐ Yes ☒ No Lot #7

*Please provide a comment below for any "No" responses or any exceptions being submitted to the City for further consideration.

Authorized Agent for Hayes Pipe Supply Inc

Eddie Mulonow

Printed Name of Authorized
Company Representative

[Signature] 6/28/21

Signature/ Date

Comments: CAN NOT CONSIDER RENEWAL OF LOT #7 DUE TO
MANUFACTURER'S INABILITY TO HONOR PRICING ! AVAILABILITY
ISSUES DUE TO CURRENT MARKET CONDITIONS ...

Recommended for approval by:

Sandra A Middleton

Sandra A. Middleton, CPPB
Purchasing Agent Signature

06/11/2021

Date

Authorized Approver for the City of Columbia, SC:

Teresa B. Wilson

City Manager Signature

Date

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Contract Amendment #1**Bid001-15-16****Waste Management of SC****August 23, 2021**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Waste Management of SC (Vendor) for the following:

- Add funding in the amount of \$526,000.00 (R212681) for the Metro Wastewater Treatment Plant for screenings, grit, sludge hauling, and container rental during the term of July 1, 2021 – June 30, 2022.

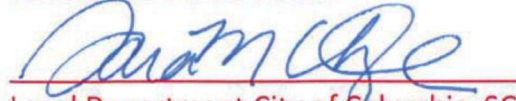
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Waste Management of SC

City of Columbia

Office of the City Manager

Print NameTeresa Wilson, City Manager_____
Signature_____
Signature_____
Date_____
Date_____
Witness**APPROVED AS TO FORM****Legal Department City of Columbia, SC****9/16/2021**

Contract Amendment #1**Bid002-15-16****Waste Management of SC****August 23, 2021**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Waste Management of SC (Vendor) for the following:

- Add funding in the amount of \$614,000.00 (R212684) for the Metro Wastewater Treatment Plant for screenings, grit, and sludge landfill disposal during the term of July 1, 2021 – June 30, 2022.

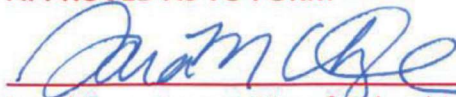
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Waste Management of SC

City of Columbia

Office of the City Manager

Print Name_____
Teresa Wilson, City Manager_____
Signature_____
Signature_____
Date_____
Date_____
Witness**APPROVED AS TO FORM****Legal Department City of Columbia, SC****9/9/2021**

Bid020-18-19-BF

DS Utilities, Incorporated

August 11, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and DS Utilities, Incorporated (Contractor) to add funding in the amount of \$1,903,100.00 (P186356) for sanitary sewer easement maintenance annual contract for the term July 1, 2021 – June 30, 2022.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:

Name of Firm

DS Utilities, Incorporated

City of Columbia

Office of the City Manager

Print Name

Teresa Wilson, City Manager

Signature

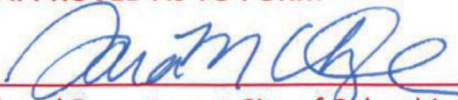
Signature

Date

Date

Witness

APPROVED AS TO FORM



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

Contract Amendment #1**Bid050-17-18-DS****Dukes Root Control, Incorporated****August 24, 2021**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Dukes Root Control, Incorporated (Vendor) for the following:

- Add funding in the amount of \$500,000.00 (R212697) for sanitary sewer root control annual maintenance during the term of July 1, 2021 – June 30, 2022.

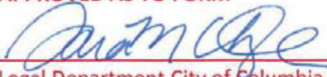
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Dukes Root Control, Incorporated

Print Name_____
Signature_____
Date**City of Columbia**

Office of the City Manager

Teresa Wilson, City Manager_____
Signature_____
Date_____
Witness**APPROVED AS TO FORM**

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

BID005-19-20-LTD

Carus, Limited Liability Corporation

August 23, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Carus, Limited Liability Corporation (Vendor) for the following:

- Add funding in the amount of \$100,000.00 (R212595) for the Canal Water Treatment Plant Chemicals, Lot 8 Blended Phosphate/Corrosion Inhibitor, during the term of July 1, 2021 – June 30, 2022.
- Add funding in the amount of \$62,100.00 (R212606) for the Lake Murray Water Treatment Plant Chemicals, Lot 8 Blended Phosphate/Corrosion Inhibitor, during the term of July 1, 2021 – June 30, 2022.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:

Name of Firm

Carus, Limited Liability Corporation

Print Name

Signature

Date

City of Columbia

Office of the City Manager

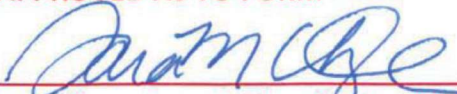
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



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

BID005-19-20-LTD

Chemtrade Chemicals US, Limited Liability Corporation

August 23, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Chemtrade Chemicals US, Limited Liability Corporation (Vendor) for the following:

- Add funding in the amount of \$368,500.00 (R212598) for the Canal Water Treatment Plant Chemicals, Lot 4 Aluminum Sulfate, during the term of July 1, 2021 – June 30, 2022.
- Add funding in the amount of \$418,300.00 (R212607) for the Lake Murray Water Treatment Plant Chemicals, Lot 4 Aluminum Sulfate, during the term of July 1, 2021 – June 30, 2022.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:

Name of Firm

Chemtrade Chemicals US, Limited Liability Corporation

Print Name

Signature

Date

City of Columbia

Office of the City Manager

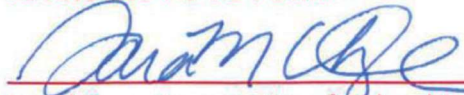
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



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

Bid005-19-20-LTD

International Dioxide, Incorporated

August 20, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and International Dioxide, Incorporated (Vendor) to add funding in the amount of \$450,000.00 (R212622) for Canal Water Treatment Plant Chemicals, Lot 7 Sodium Chlorite, during the term of July 1, 2021 – June 30, 2022.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:

Name of Firm

International Dioxide, Incorporated

Print Name

Signature

Date

City of Columbia

Office of the City Manager

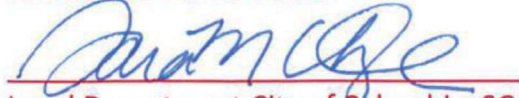
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/9/2021

Contract Amendment #1**BID005-19-20-LTD****JCI Jones Chemicals, Incorporated****August 20, 2021**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and JCI Jones Chemicals, Incorporated (Vendor) for the following:

- Add funding in the amount of \$85,000.00 (R212599) for the Canal Water Treatment Plant Chemicals to purchase chlorine during the term of July 1, 2021 – June 30, 2022.
- Add funding in the amount of \$121,700.00 (R212608) for the Lake Murray Water Treatment Plant Chemicals to purchase chlorine during the term of July 1, 2021 – June 30, 2022.
- Add funding in the amount of \$464,400.00 (R211074) for the Metro Wastewater Treatment Plant Chemicals to purchase sodium hypochlorite during the term of July 1, 2021 – June 30, 2022.

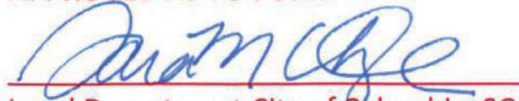
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

JCI Jones Chemicals, Incorporated

Print Name_____
Signature_____
Date**City of Columbia**

Office of the City Manager

Teresa Wilson, City Manager_____
Signature_____
Date_____
Witness**APPROVED AS TO FORM**


Legal Department City of Columbia, SC

9/9/2021

BID005-19-20-LTD

Polydyne, Incorporated

August 19, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Polydyne, Incorporated (Vendor) for the following:

- Add funding in the amount of \$21,880.00 (R212594) for the Canal Water Treatment Plant Chemicals, Lot 10 Liquid Polymer (Clarifloc C-6220), during the term of July 1, 2021 – June 30, 2022.
- Add funding in the amount of \$23,620.00 (R212611) for the Lake Murray Water Treatment Plant Chemicals, Lot 10 Liquid Polymer (Clarifloc C-6220), during the term of July 1, 2021 – June 30, 2022.
- Add funding in the amount of \$631,800.00 (R211080) for the Metro Wastewater Treatment Plant Chemicals, Lot 15 Liquid Polymer (Clarifloc SE-1308), during the term of July 1, 2021 – June 30, 2022.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:

Name of Firm

Polydyne, Incorporated

Print Name

Signature

Date

City of Columbia

Office of the City Manager

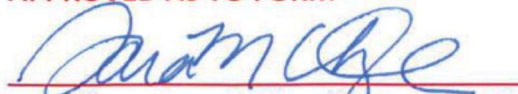
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/13/2021

BID005-19-20-LTD

Polytec, Incorporated

August 19, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Polytec, Incorporated (Vendor) for the following:

- Add funding in the amount of \$100,000.00 (R212593) for the Canal Water Treatment Plant Chemicals, Lot 6 Liquid Lime (Calcium Hydroxide), during the term of July 1, 2021 – June 30, 2022.
- Add funding in the amount of \$170,000.00 (R212610) for the Lake Murray Water Treatment Plant Chemicals, Lot 6 Liquid Lime (Calcium Hydroxide), during the term of July 1, 2021 – June 30, 2022.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:

Name of Firm

Polytec, Incorporated

Print Name

Signature

Date

City of Columbia

Office of the City Manager

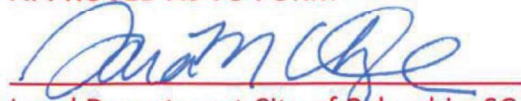
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/9/2021

BID005-19-20-LTD

Southern Ionics, Incorporated

August 19, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Southern Ionics, Incorporated (Vendor) to add funding in the amount of \$137,025.00 (R211087) for the Metro Wastewater Treatment Plant Chemicals, Lot 14 Sodium Bisulfite, during the term of July 1, 2021 – June 30, 2022.

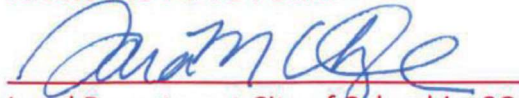
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Southern Ionics, Incorporated

Print Name_____
Signature_____
Date**City of Columbia**

Office of the City Manager

Teresa Wilson, City Manager_____
Signature_____
Date_____
Witness**APPROVED AS TO FORM**

Legal Department City of Columbia, SC

9/9/2021

BID005-19-20-LTD

Tanner Industries, Incorporated

August 20, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Tanner Industries, Incorporated (Vendor) for the following:

- Add funding in the amount of \$76,900.00 (R212600) for the Canal Water Treatment Plant Chemicals, Lot 3 Anhydrous Ammonia, during the term of July 1, 2021 – June 30, 2022.
- Add funding in the amount of \$57,000.00 (R212613) for the Lake Murray Water Treatment Plant Chemicals, Lot 3 Anhydrous Ammonia, during the term of July 1, 2021 – June 30, 2022.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:

Name of Firm

Tanner Industries, Incorporated

Print Name

Signature

Date

City of Columbia

Office of the City Manager

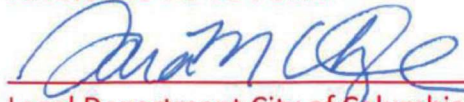
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



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

BID005-19-20-LTD

Univar USA, Incorporated

August 20, 2021

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Univar USA, Incorporated (Vendor) for the following:

- Add funding in the amount of \$59,400.00 (R212602) for the Canal Water Treatment Plant Chemicals, Lot 2 Fluoride/Fluorosilicic Acid/Liquid, during the term of July 1, 2021 – June 30, 2022.
- Add funding in the amount of \$56,000.00 (R212614) for the Lake Murray Water Treatment Plant Chemicals, Lot 2 Fluoride/Fluorosilicic Acid/Liquid, during the term of July 1, 2021 – June 30, 2022.
- Add funding in the amount of \$135,000.00 (R212615) for the Lake Murray Water Treatment Plant Chemicals, Lot 5 Sodium Hydroxide/Caustic, during the term of July 1, 2021 – June 30, 2022.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:

Name of Firm

Univar USA, Incorporated

Print Name

Signature

Date

City of Columbia

Office of the City Manager

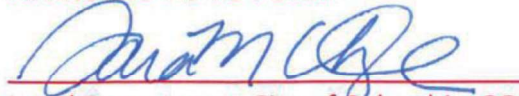
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/9/2021



CITY COUNCIL

September 21, 2021 at 2:00pm

Busby Street Community Center, 1735 Busby Street, Columbia, SC 29202

ADOPTION OF NEW CITY OF COLUMBIA ZONING MAP

Proposal: Revisions to the new City of Columbia Zoning Map in conjunction with the Unified Development Ordinance to account for recently annexed and rezoned parcels.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 08/02/2021; Approval (5-0)

ZPH, 1st Reading: 09/21/2021; Pending

2nd Reading: 10/05/2021; Pending

DETAIL

The Unified Development Ordinance (Chapter 17 of the Columbia Code of ordinances) was adopted by City Council on August 20, 2019 and amended in June of 2020. The corresponding Zoning Map was approved by City Council on June 15, 2021. The UDO took effect on August 30, 2021.

Staff completed and published the Zoning Map in early 2020. Since that time, annexations and rezonings have continued under the current ordinance. The proposed revisions are to account for 20 annexations and 2 rezonings that need to be updated on the new Zoning Map.

Maps of the proposed revisions are included with this packet. Links to the digital copy of the overall map (without the proposed revisions) as well as the Unified Development Ordinance can be found at www.weplantogether.org.

STAFF RECOMMENDATION

Staff recommends City Council approve the request.

Address	Parcel	New Zoning
1.43 acres of 4030 W Beltline	11609-10-36 (portion)	CAC
1314 Rosewood Drive	11208-02-10	CAC
1215 Shop Road	11210-01-02	EC
.509 acre S/S Candi Lane	07208-03-02	MU-1
S Evans Street et al	11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, 11301-04-13	CAC
1307 Mason Road	11813-01-02	RM-2
0.418-acres S/S (1920) Mabron Road	19206-03-58	RSF-1
504 Percival Road	16712-05-05	CAC
7315 Coachmaker Road	16307-09-01	RSF-2
2213 Apple Valley Road	07502-01-12	RM-1
40.18 acre portion, S/S Old Leesburg Road	22113-01-01(p)	RSF-3
8.80 acres, S/S Old Leesburg Road	22113-01-01(p)	RSF-3
291 Harbison Boulevard	001941-01-015	PD
8025 and 8041 Garners Ferry Road	19100-05-04 and 19000-01-10	RSF-3
7432 Broad River Road	05100-04-10(p)	CAC
314 Heyward Street	08816-10-11	RD-MV
409 Hampton Trace Lane	13616-08-07	RSF-2
10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road	06200-01-07 and 06200-01-14	RM-2
26.36 acres S/S Technology Circle	17200-02-11	EC
80-acre portion, N/S Percival Road – 4621, 4635, 4651, and 4655 Percival Road, N/S Percival Road	25600-03-04(p)	RM-1
1135 Carter Street	14102-04-01	From RM-2 to PD
2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 Henry Street,	11505-14-01, 11505-14-02, 11505-14-03, 11505-14-04, 11505-14-05, 11505-14-06, 11505-14-08, 11505-14-09, and 11505-14-10	From RM-2 to MU-1



LOCATION	REASON	PROPOSED
1.43 acres of 4030 W Beltline	Annexation	CAC – Community Activity Center



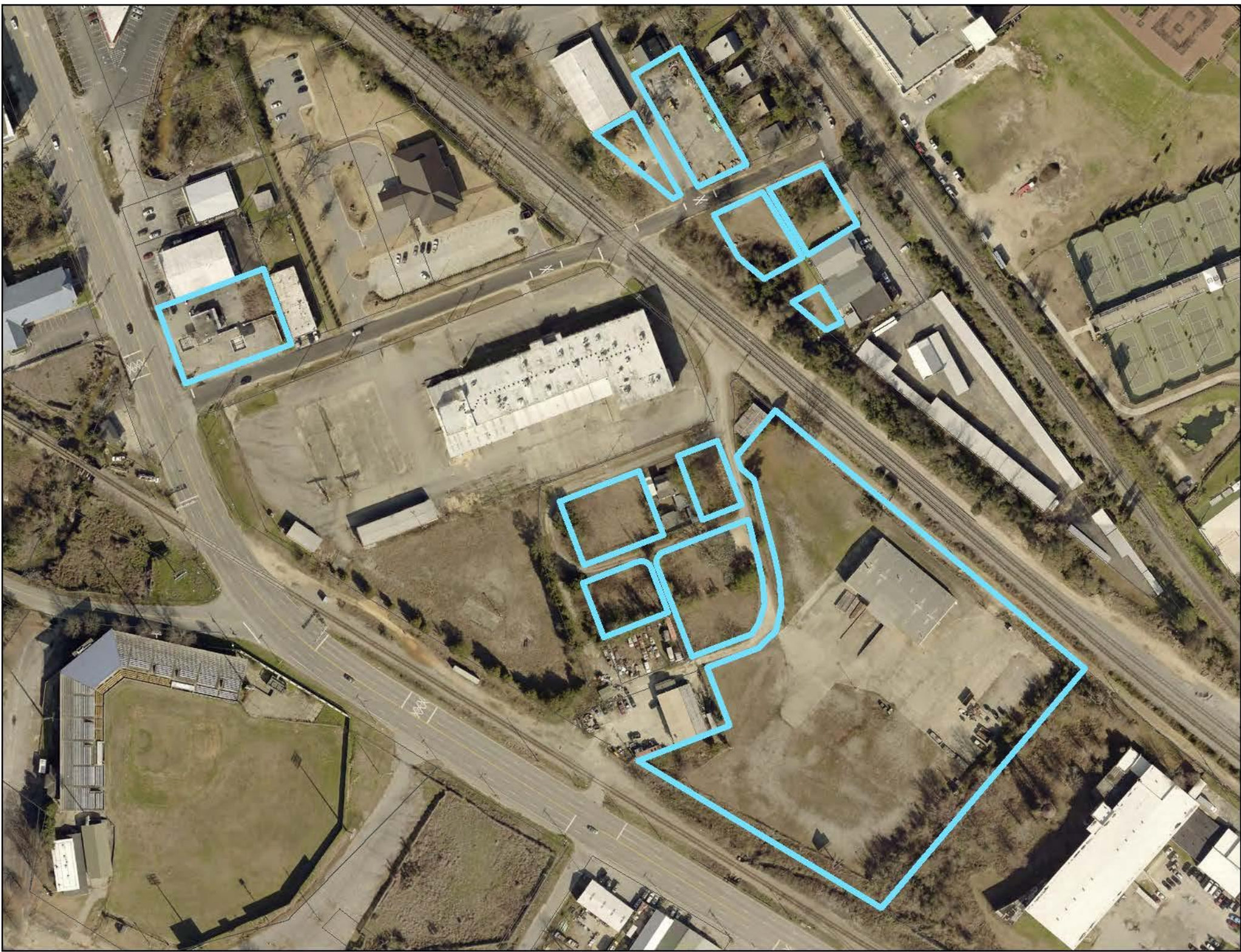
LOCATION	REASON	PROPOSED
1314 Rosewood Drive	Annexation	CAC – Community Activity Center



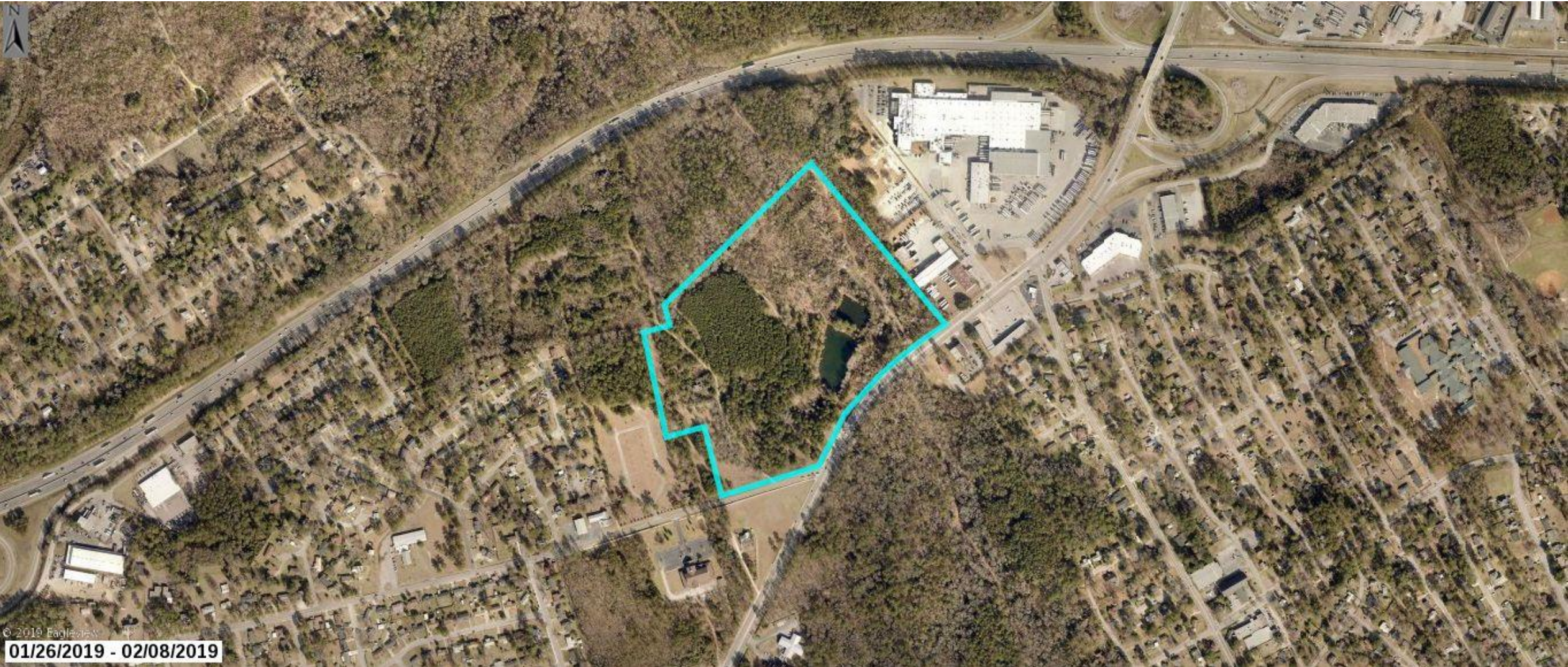
LOCATION	REASON	PROPOSED
1215 Shop Road	Annexation	EC – Employment Campus



LOCATION	REASON	PROPOSED
.509 acre S/S Candi Lane	Annexation	MU-1 – Mixed Use



LOCATION	REASON	PROPOSED
S Evans Street et al	Annexation	CAC – Community Activity Center



LOCATION	REASON	PROPOSED
1307 Mason Road	Annexation	RM-2 - Residential Mixed

**LOCATION**

0.418-acres S/S (1920) Mabron Rd.

REASON

Annexation

PROPOSED

RSF-1 - Single Family Residential

**LOCATION**

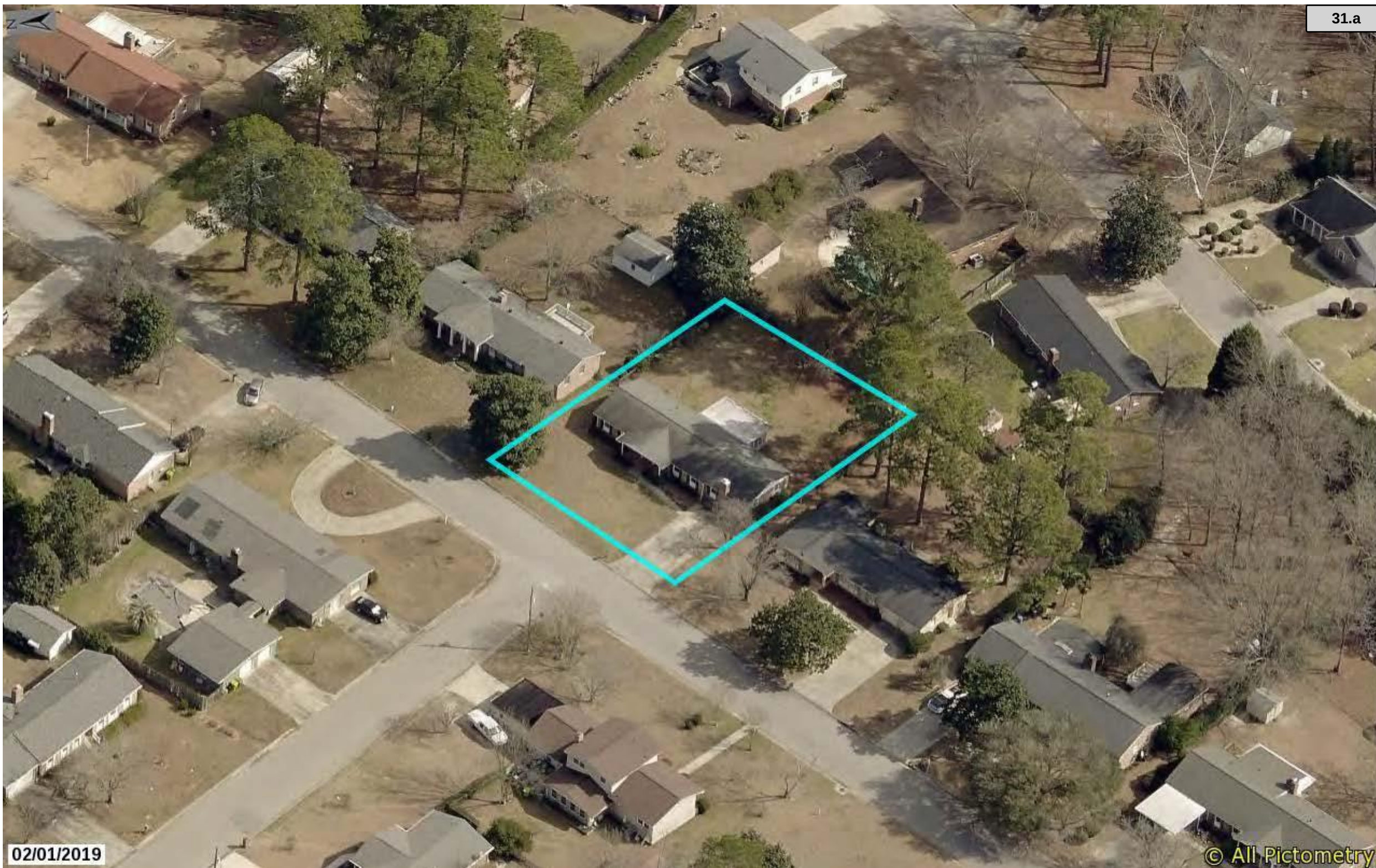
504 Percival Road

REASON

Annexation

PROPOSED

CAC – Community Activity Center

**LOCATION**

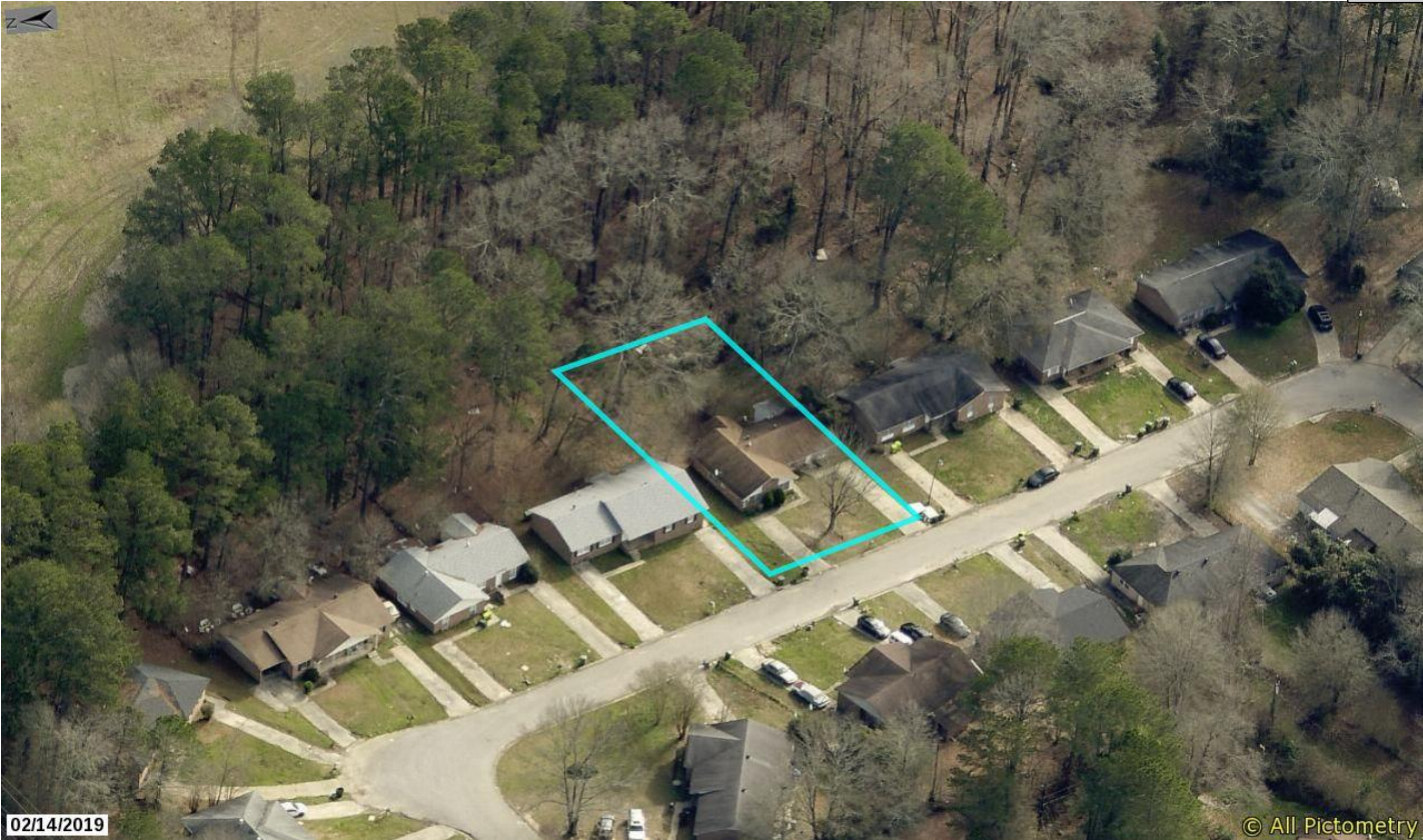
7315 Coachmaker Road

REASON

Annexation

PROPOSED

RSF-2 – Single Family Residential



LOCATION	REASON	PROPOSED
2213 Apple Valley Road	Annexation	RM-1 – Residential Mixed



LOCATION	REASON	PROPOSED
40.18 acre portion, S/S Old Leesburg Road	Annexation	RSF-3 – Single Family Residential



LOCATION	REASON	PROPOSED
8.80 acres, S/S Old Leesburg Road	Annexation	RSF-3 – Single Family Residential

**LOCATION**

291 Harbison Boulevard

REASON

Annexation

PROPOSED

PD – Planned Development



LOCATION	REASON	PROPOSED
8025 and 8041 Garners Ferry Road	Annexation	RSF-3 – Single Family Residential



LOCATION	REASON	PROPOSED
7432 Broad River Road	Annexation	CAC – Community Activity Center



LOCATION	REASON	PROPOSED
314 Heyward Street	Annexation	RD-MV - Mill Village Residential Duplex



LOCATION	REASON	PROPOSED
409 Hampton Trace Lane	Annexation	RSF-2 – Single Family Residential



LOCATION	REASON	PROPOSED
10.60 acres W/S Broad River Road & 8.12 acres W/S Broad River Road	Annexation	RM-2 – Residential Mixed



LOCATION	REASON	PROPOSED
26.36 acres S/S Technology Circle	Annexation	EC - Employment Campus



LOCATION	REASON	PROPOSED
80-acre portion, N/S Percival Road 4621, 4635, 4651, and 4655 Percival Road, N/S Percival Road	Annexation	RM-1 – Residential Mixed

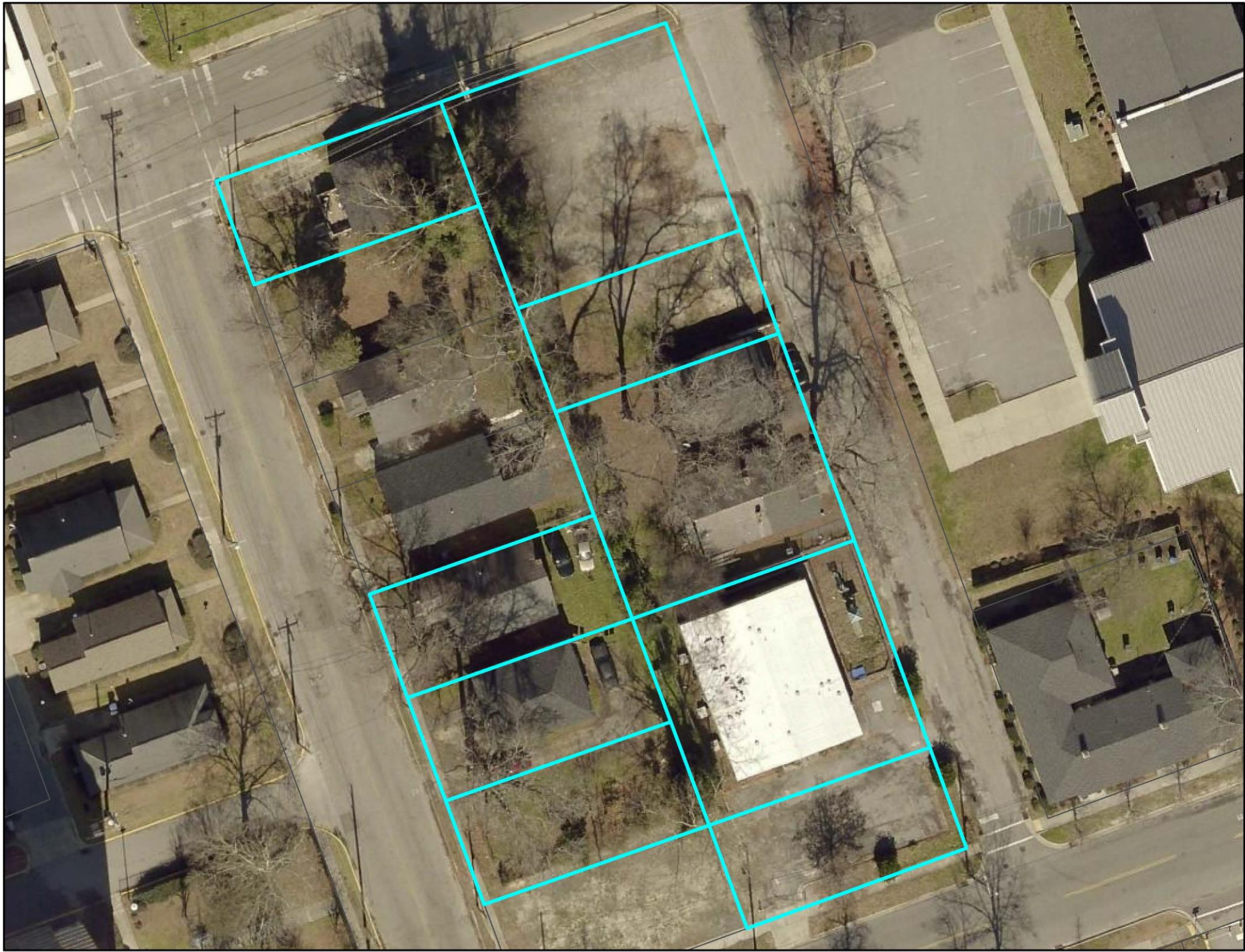
**LOCATION**

1135 Carter Street

REASON

Rezoning

PROPOSEDRM-2 – Residential Mixed to
PD – Planned Development



LOCATION	REASON	PROPOSED
2030, 2006, 2010 Oak Street & 2027, 2023, 2015, 2007, 2305, 2014 Henry Street	Rezoning	RM-2 – Residential Mixed to MU-1 – Mixed Use

ORDINANCE NO.: 2021-071*Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina*

WHEREAS, on June 15, 2021 the Mayor and City Council adopted Ordinance No.: 2021-001 effective as of August 30, 2021, which repealed and replaced in its entirety the Official Zoning Map referenced in Section 17-1.7 of Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina; and,

WHEREAS, on August 3, 2021 the Mayor and City Council adopted Ordinance No.: 2021-054 Amending pages 3-82, 4-20, 4-25 and 4-27 adopted in the Official Zoning Map referenced in Section 17-1.7 of Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina by Ordinance No.: 2021-001; and,

WHEREAS, the properties listed on the attached exhibit reflect the annexation of twenty parcels and rezoning of two parcels approved by City Council prior to the adoption of the effective date of the Official Zoning map and text; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021 that the properties listed on the attached exhibit reflect the annexation of twenty parcels and rezoning of two parcels approved by City Council prior to the adoption of the effective date of the Official Zoning Map referenced in Section 17-1.7 of Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina by Ordinance No.: 2021-001 are hereby added to the Official Zoning Map.

A copy of the map without the proposed additions of the properties, which is incorporated herein by reference may be reviewed in electronic format at <https://gis.columbiasc.gov/>. A hard copy of the map is available for inspection by appointment by contacting Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333.

This ordinance shall be effective as of final reading.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

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ORDINANCE NO.: 2021-079

Authorizing the City Manager to execute the First Extension Option of the Lease Renewal Agreement with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2021, that pursuant to the previous Lease Renewal Agreement that provided for City Council approval of any extension beyond November 28, 2021, the City Manager is authorized to execute the attached First Extension Option of the Lease Renewal Agreement (Ordinance 2018-041) with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for 3905 Ensor Avenue (Lutheran Survey Building). The First Extension Option will terminate on November 28, 2022, unless otherwise extended by City Council.

Requested by:

Assistant City Manager Palen

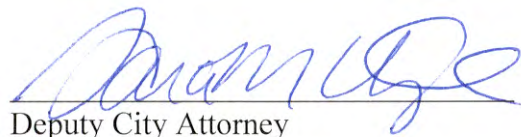
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:



101 North Cherry Street, Suite 710
Winston-Salem, NC 27101
Office: 336.703.5699
tanya.trivette@truist.com

32.b

Tanya N Trivette
SR Real Estate Associate

September 22, 2021

City of Columbia
1136 Washington Street
Columbia, SC 29201
Attn: Jason Alonso

VIA UPS

Re: Lease with Truist Bank ("Truist")
3905 Ensor Avenue
Columbia, SC

Dear Jason:

Please allow this letter to serve as notice that Truist is exercising the first of two (2) additional renewal periods of one (1) year each by written mutual agreement within thirty (30) days prior to the expiration of the current term.

The term of the first extension option shall commence on November 29, 2021 and shall terminate on November 28, 2022.

As stated in the Lease Renewal Agreement dated September 4, 2018, Page 1, Section 1, rent will be \$450.00 per month.

Thank you for your consideration of this matter. We look forward to our continued tenancy and successful business relationship with you.

Should you have any questions or need to discuss further, please contact Aaron Steger at (804) 923-8747 or by e-mail at aaron.w.steger@truist.com.

Sincerely,

Tanya N. Trivette
Senior Real Estate Associate
Support Services, Real Estate

APPROVED AS TO FORM

**Legal Department City of Columbia, SC
9/24/2021**

AGREED AND ACCEPTED:

By: _____
Name: _____
Title: _____
Date: _____

ORDINANCE NO.: 2021-080

AUTHORIZING THE CITY OF COLUMBIA, SOUTH CAROLINA TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$9,000,000 BETWEEN THE CITY AND THE LESSOR THEREOF TO DEFRAY THE COST OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. The City Council (the "Council") of the City of Columbia, South Carolina (the "City"), hereby finds and determines:

(a) The City is an incorporated municipality located in Lexington County and Richland County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

(b) Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property.

(c) The City desires to enter into a lease purchase agreement (the "Lease Agreement") with a bank or other financial institution selected by the City Manager and Assistant City Manager for Finance and Economic Services for the purpose of financing the acquisition of the equipment set forth on Exhibit A hereto (the "Equipment").

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the S.C. Code. Thus, the amount of the Lease Agreement will not be included when calculating the City's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the Council.

(f) It is in the best interest of the City to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the City to purchase the Equipment which will provide service necessary and useful to the operations of the City government.

Section 2. Approval of Lease/Purchase Financing; Delegation of Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment described in Exhibit A shall be acquired pursuant to a lease purchase financing which is hereby approved in a principal amount of not exceeding \$9,000,000. The Request for Proposals in the form set forth as Exhibit B hereto and the distribution thereof to various banks and other financial institutions in the City and other locations as the City Manager and Assistant City Manager for Finance and Economic Services determined, is hereby ratified and approved. Without further authorization, the Council hereby delegates to the Mayor and the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, the authority to: (a) determine the principal amount of the Lease Agreement, if less than authorized by this Ordinance; (b) determine the payment schedule under the Lease Agreement; (c) determine the final payment date under the Lease Agreement; (d) determine the terms relating to any prepayment of the Lease Agreement; (e) determine the date and time for receipt of bids under the Request for Proposals; (f) accept, as well as negotiate, with any responsible bidder under the terms of the Request for Proposals and award the sale of the lease purchase financing to the bidder (the "Bidder") submitting the proposal determined to be the most advantageous to the City in accordance with the terms of the Request for Proposals; and (g) make changes to the quantity, cost or description of the Equipment set forth in Exhibit A attached hereto.

Section 3. Approval of Lease Agreement. Without further authorization, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone (each, an "Authorized Person"), is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder, and to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the City. The Lease Agreement is to be in the form as shall be approved by any Authorized Person, the Authorized Person's execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents; Ratification of Certain Actions. The Mayor, City Manager, Assistant City Manager for Finance and Economic Services, City Clerk and City Attorney are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement, including any project fund or acquisition fund agreement, in accordance with the terms and conditions therein set forth and the transactions contemplated hereby and thereby, and the actions of such officers in executing and delivering any of such documents, in such form as any Authorized Person shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The City, as lessee under the Lease Agreement, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the payments to be made under the Lease Agreement to become includable in the gross income of the Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended ("Code") and regulations promulgated thereunder in effect on the date of the execution and delivery of the Lease Agreement; and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Lease Agreement; and to that end the City 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 Lease Agreement is outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The City will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The City Manager and Assistant City Manager for Finance and Economic Services of the City, or any one of them acting alone, are hereby authorized to adopt or modify written procedures for and on behalf of the City to ensure the City's compliance with federal tax matters relating to the Lease Agreement.

This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Lease Agreement or other tax-exempt bonds issued by the City for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the Equipment prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the Equipment will be the City's general fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested; (a) a copy of the annual audit of the City within thirty (30) days of the City's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five percent (5%) of the City's revenue or its tax base.

Section 7. Severability. All ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the Council.

[Execution page follows]

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

EXHIBIT AEquipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

EXHIBIT BForm of Request for Proposals

REQUEST FOR PROPOSALS

City of Columbia, South Carolina Equipment Lease Purchase Financing, 2021

Response Due: _____, 2021
12:00 Noon, South Carolina Time

NOT BANK QUALIFIED

The City of Columbia, South Carolina (the "City"), is requesting proposals from various banks and financial institutions for a not exceeding \$9,000,000 tax-exempt lease purchase financing to defray the costs of acquiring certain equipment as described herein. The City invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing.

Mailed or Hand Delivered Proposals: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for 2021 Equipment Lease Purchase" and should be mailed or delivered to:

Janice L. Alonso
Finance Director
City of Columbia
1136 Washington Street
Columbia, SC 29201

E-Mail Proposals: Electronic proposals may be e-mailed to the attention of Ms. Janice L. Alonso, Finance Director, at Janice.Alonso@columbiasc.gov, with a copy to Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), Special Counsel to the City, to the attention of Michael J. Seezen, Esq. at mseezen@burr.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE CITY AT THE PLACE, DATE AND TIME APPOINTED. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF PROPOSALS.

Please note that this Request for Proposals is also being sent to a number of other institutions as well and that the City, in its sole discretion, reserves the right to select the proposal determined to be the most advantageous to the City. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the City. The City reserves the right to reject any or all bid proposals as well as negotiate with the lowest responsible bidder.

I. Terms and Conditions

- (a) Amount to be Financed: Not exceeding \$9,000,000. The City retains the option to reduce the total amount to be financed by up to 10%. A bid for less than the total principal amount contemplated by this Request for Proposals will not be considered.
- (b) Funding Options. Bidders may submit proposals on either or both of the following two basis:

1. Fully-Funded. Proceeds of the financing will be fully funded at closing, and deposited to an account held for the benefit of the City (the "Acquisition Account"). Interest will accrue on the full principal amount of the financing from the date of closing. If a bidder requires that the Acquisition Account be held by the bidder or its designee, the bidder must so indicate on its proposal (including any fees required thereunder). Otherwise, the City retains the right to designate a bank to act as custodian of the Acquisition Account. Interest earnings in the Acquisition Account must accrue to the City.

2. Draw-Down. Proceeds of the financing will be advanced to the City on an as-needed basis, during the first twenty-four (24) months after the execution of the financing. Interest will accrue from the respective dates of each advance.

- (c) Payments/Interest Rate: The final payment of principal and interest shall be due on or before _____. Payments of principal and interest shall be made monthly, commencing on the later of _____, 2021; or the first day of the month following the first advance (if applicable), in approximately equal amounts until maturity (in either case, payments of principal and interest may be made without penalty or interest on the first business day following the day such payments are actually due).

Bidders shall submit a bid consisting of a single fixed rate of interest per annum for the total principal amount of the Lease Agreement (as defined herein) which is to bear until maturity or prior redemption and should be expressed as a percentage interest rate of one one-hundredth (1/100th) of a percent. Unless otherwise designated by a bidder, interest will be calculated based on a 360-day year comprised of twelve 30-day months.

Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the Code (as defined herein), changes in the bidder's capital requirements or cost of capital, or for any other reason (other than the loss of tax exemption due solely to the

actions or inactions of the City), will be rejected.

- (d) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (expected to be on or about _____, 2021).
- (e) Equipment/Form of Lease Agreement: See attached Exhibit A for a description of the general categories and types of equipment proposed to be financed. At the request of a bidder, the City agrees to provide more detailed information regarding the equipment proposed to be financed to such bidder prior to the date and time that responses are due; however, the City reserves the right to add, delete or modify equipment from such list any time prior to the purchase thereof from the proceeds of the Lease Agreement, as may be necessary or desirable to suit the City's capital needs, for so long as such equipment continues to be described within the categories set forth in Exhibit A hereto.

The successful bidder's proposed form of equipment lease purchase agreement ("Lease Agreement") should be provided to the City's Special Counsel within three (3) business days of the award of the successful proposal.
- (f) Non-appropriation: A non-appropriation provision acceptable to the City must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition Account (as defined below) must be subject to annual appropriation by the City.
- (g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.
- (h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the City nor will the full faith, credit and taxing power of the City be pledged to the payment of the Lease Agreement.
- (i) Title: Title to the equipment will be in the name of the City subject to the bidder's rights under the Lease Agreement. The successful bidder shall be responsible for taking all actions it deems necessary to impose its lien upon or perfect any security interest in the equipment.

Unencumbered title to the equipment must be provided to the City, and the bidder's lien on the equipment must be released, on the date of final payment, whether upon maturity or prior redemption of the Lease Agreement. The Lease Agreement must allow the City to dispose of certain of the equipment in its sole discretion prior to the termination of the Lease

Agreement provided the value of the remaining items of equipment is not less than the outstanding principal balance of the Lease Agreement at the time of such disposition.

- (j) Payments for Equipment; Investments: Payments from the Acquisition Account or amounts advanced by the successful bidder, as applicable, may be made either to the City as reimbursement for prior expenditures or directly to the equipment vendor for payment of the equipment as directed by the City, up to twenty-four (24) months following the execution of the financing. Without limitation of the foregoing, payments therefrom must be made available upon request of the City for periodic partial payments to equipment vendors for the manufacture and/or assembly of equipment prior to delivery and acceptance of such equipment by the City. All funds invested or deposited in the Acquisition Account shall at all times be invested or deposited, as applicable, in a manner which satisfied the requirements of the laws of the State of South Carolina relating to investment or deposit of public funds, including, without limitation, Section 6-5-10 or Section 6-5-15 of the Code of Laws of South Carolina 1976, as amended, as applicable.
- (k) Costs of Issuance: All costs relating to the preparation of the Lease Agreement and fees of Special Counsel will be paid by the City. Any fees and costs of the bidder (including its legal expenses) to be paid by the City must be stated in the response to this Request for Proposals and will be treated as additional interest for purposes of evaluating bids. The Lease Agreement must allow the City to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.
- (l) Insurance: The City is self-insured for property, casualty and general liability risks. The equipment will be insured in a similar manner.
- (m) Closing: The City expects to accept the successful proposal on _____, 2021, and close the transaction on _____, 2021.
- (n) Prepayment: Unless otherwise specifically provided in a bidder's proposal and agreed to by the City, the Lease Agreement will be subject to prepayment at the option of the City in whole or in part at any time without any prepayment penalty.
- (o) Lease Agreement Not Designated as Qualified Tax-Exempt Obligation: The City has not designated the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code, as amended (the "Code"), relating to the ability of financial

institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

II. Proposal Requirements

- (a) The proposal must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.
- (b) No proposal may be modified by a bidder after it has been submitted.
- (c) Proposals should include: the name, address, telephone number of your institution; the primary contact; and identity of legal counsel, if any.
- (d) Proposals must be accompanied with a list of all requirements and conditions associated with the proposal.
- (e) Proposals must indicate a single interest rate for the lease term and it is requested that proposals include an amortization schedule showing annual payment amounts for the term of the financing.
- (f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.
- (g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award

The Lease Agreement will be awarded to the bidder that provides the most advantageous proposal as determined by the City in its sole and absolute discretion. After the proposals are received, they will be evaluated by the officials of the City based on various factors, including, but not limited to, the interest rate, proposed form of Lease Agreement, redemption terms, prepayment penalties or limitations; additional credit or underwriting approval, legal or other additional costs of the proposer to be paid by the City or factored into the interest rate, additional covenants and terms, if any, and other conditions set forth therein. The City reserves the right to reject any and all proposals or to waive irregularities in any proposal. The City expects to accept the successful proposal by the close of business on _____, 2021.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), Special Counsel, and the City's attorney, Teresa A. Knox, Esq.

V. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease

Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the City to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the City with respect to certain material facts solely within the knowledge of the City relating to the application of the proceeds of the Lease Agreement.

VI. Investment Letter. The lessor will be required to execute an Investment Letter to the City in substantially the form attached hereto as Exhibit B and incorporated herein by reference.

VII. Additional Information. If you should have any questions regarding the Request for Proposals, you should contact:

Janice L. Alonso
Finance Director
Phone: 803.545.3409
E-Mail: Janice.Alonso@columbiasc.gov

Michael J. Seezen, Esq.
Burr Forman McNair
Phone: 803.753.3257
E-Mail: mseezen@burr.com

Bidders are encouraged to submit any questions or requests for further information to the

City at least two days prior to the date proposals are due (_____, 2021), in order to ensure sufficient time for the City to review and respond to such questions or requests.

No questions may be directed to or contacts made with the Mayor, other members of City Council or any City staff not identified in this Request for Proposals as points of contacts during the period of time that this Request for Proposals is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

/s/ Jeffery M. Palen

City of Columbia, South Carolina
Assistant City Manager for Finance and
Economic Services

_____, 2021

EXHIBIT AEquipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for various departments of the City, including but not limited to the police, fire, public works and parks departments of the City, and purchase and installation of computers, software, equipment and systems for various departments of the City.

EXHIBIT AForm of Investment Letter

_____, 2021

City of Columbia, South Carolina
Columbia, South Carolina

Teresa A. Knox, Esq.
City Attorney, City of Columbia
Columbia, South Carolina

Burr & Forman LLP d/b/a Burr Forman McNair
Columbia, South Carolina

RE: City of Columbia, South Carolina
[Lease Agreement], 2021, \$ _____

This letter is provided by _____ (the "Lessor") in connection with the execution and delivery of a [Lease Agreement] dated as of _____, 2021 (the "Agreement") between the Lessor and City of Columbia, South Carolina (the "City"). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Agreement. The undersigned, an authorized representative of the Lessor, hereby represents to you that:

1. The Lessor has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of the investment represented by the Agreement.
2. The Lessor has authority to enter into the Agreement and to execute this letter and any other instruments and documents required to be executed by the Lessor in connection with the Agreement.
3. The undersigned is a duly appointed, qualified and acting representative of the Lessor and is authorized to cause the Lessor to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lessor.
4. The Lessor understands that no official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the City and the Agreement is being provided with respect to the Agreement. In due diligence, the Lessor has made its own inquiry and analysis with respect to the City, the Agreement, the [Lease Payments] and the security therefor, and other material factors affecting the security for and payments to be made under the Agreement.

5. The Lessor acknowledges that it (a) has either been supplied with or has access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions; and (b) has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Agreement, the Acquisition Payments and the security therefor, so that as a reasonable investor, it has been able to make its decision to enter into the Agreement.

6. The Lessor is primarily entering into the Agreement for its own account (or for that of its consolidated taxpayer group) and not with a current view to resale or other distribution thereof, and the Lessor does not currently contemplate the division of the Agreement nor the resale or other disposition of the Agreement, or any part thereof, except as permitted by law and subject to applicable securities laws and regulations thereunder.

7. The undersigned acknowledges that the Lessor will file any UCC financing statements or otherwise take any actions necessary in order to perfect the Lessor's security interest in any collateral in connection with the Agreement.

8. Lessor understands that the scope of engagement of Teresa A. Knox, Esq., as City Attorney, with respect to the Agreement has been limited to the matters set forth in his opinion.

9. The undersigned understands that the scope of engagement of Burr & Forman LLP d/b/a Burr Forman McNair, as Special Counsel for the City with respect to the Agreement, has been limited to matters set forth in their opinion.

[LESSOR]

By: _____

Its: _____

Class Description for Purchase	Dept Desc	Estimated Replacement Cost
Compact Auto	Business License	21,846
Compact Auto	Business License	21,846
Utility Vehicle	Community Development	24,978
Intermediate Auto	Emergency Communications/311	26,998
3/4 Ton P/U	Fleet-Fleet Services	26,453
1 Ton P/U	Gen Serv - Sup.Serv	43,713
Intermediate Auto	Gen Serv - Sup.Serv	21,846
1/2 Ton P/U	Planning & Development Services	26,453
1/2 Ton P/U	Planning & Development Services	23,846
	General Government Total	237,979
Intermediate Auto	Fire-Administration	21,846
Utility Vehicle	Fire-Administration	43,713
1 Ton P/U	Fire-Logistics	45,000
3/4 Ton P/U	Fire-Suppression	38,182
Ladder Truck	Fire-Suppression	1,232,431
Heavy Rescue	Fire-Suppression	350,000
1 Ton P/U	Fire-Suppression	45,000
Fire Hazmat	Fire-Suppression	720,000
Van New Ppe Position	Fire-Training	50,000
Add Air Compressor	Fire-Training	90,500
Station Generator	Fire-Suppression	20,116
	Fire Department	2,656,788
2 3/4 Ton P/Us	Parks-Buildings & Grounds	52,906
2 1/2 Ton P/Us	Parks-Buildings & Grounds	50,728
Utility Vehicle	Parks-Park Rangers	25,585
Bus	Parks-Recreation Programs	95,000
Van	Parks-Recreation Programs	27,875
Utility Vehicle	Parks-Recreation Programs	24,978
	Parks & Recreation	277,072
3/4 Ton P/U	Police -Code Enforcement	28,452
3 1/2 Ton P/Us	Police -Code Enforcement	85,356
3 Intermediate Investigations Autos - Unmarked	Police-Investigations	55,686
1/2 Ton P/U	Police -Code Enforcement	31,306
2 Utility Vehicles/ Police Full Size Auto	Police-Investigations	100,168
Full Size Auto	Police-Investigations	18,562
4 Intermediate Police Autos	Police-Operations	138,200
37 Full Size Police Autos	Police-Operations	1,853,108
Full Size Police Auto	Police-Special Operations	18,562
Intermediate Police Auto	Police-Special Operations	34,550
2 Utility Vehicles	Police-Special Operations	114,534
Intermediate Police Auto	Police-Special Operations	34,897
Full Size Police Auto	Police-Special Operations	50,084
Utility Vehicle	Police-Special Operations	45,932
	Police	2,609,397
Bucket Truck	Traffic-Operations	146,682
Brush Chipper - Trailer Mounted	Forestry-Hazard Elimination	40,742
Bucket Truck	Forestry-Hazard Elimination	114,282
Single Axle Dump	Forestry-Horticulture	126,398
Rear Loader	Solid Waste-Rollcarts	185,000
1/2 Ton P/U	Solid Waste-Trash Collection	25,364
Side Loader	Solid Waste-Rollcarts	325,000
Trash Truck	Solid Waste-Trash Collection	91,324
Trash Truck	Solid Waste-Trash Collection	91,324
2 Side Loaders	Solid Waste-Rollcarts	650,000
Clamshell Loader	Solid Waste-Trash Collection	275,000
Claws, Trash Collection	Solid Waste-Trash Collection	150,000
2 Trash Trucks	Streets-Street and Sidewalk Re	182,648
	Public Works	2,403,764
Fleet Replacements	Total - All General Fund Departments	8,185,000
Information Technology	Infrastructure, Security, network equipment, laptops, desktops, tablets	815,000
	Total Estimated	9,000,000