

Mayor
Elise Partin

Mayor Pro-Tem
James E. Jenkins

Council Members
Phil Carter
Tim James
Hunter Sox

City Manager
Tracy Hegler

Deputy City Manager
Jim Crosland
Assistant City Manager
Michael Conley



**City of Cayce
Regular Council Meeting
Wednesday, February 22, 2023
5:00 p.m. – Cayce City Hall – 1800 12th Street
www.caycesc.gov**

I. Call to Order

A. Invocation and Pledge of Allegiance

II. Public Comment Regarding Items on the Agenda

III. Presentations

- A. Recognition of City Employee, Denis Bergeron, being awarded the Water Environment Association of South Carolina Capital District Laboratory Analyst of the Year
- B. Presentation by Mr. Tommy Stringfellow on the Riverbanks Zoo and Gardens

IV. Items for Discussion and Possible Approval

- A. Discussion and Motion to Ratify Action of City Manager entering into a Contract for Emergency Repairs to Bypass Pumps at Pump Station 1

V. Committee Matters

- A. Appointment
Public Safety Foundation – One (1) Position

VI. City Manager's Report

VII. Council Comments

VIII. Executive Session

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege

IX. Reconvene

X. Possible actions by Council in follow up to Executive Session

XI. Adjourn

SPECIAL NOTE: Upon request, the City of Cayce will provide this document in whatever form necessary for the physically challenged or impaired.

Memorandum

To: Mayor and Council

From: Tracy Hegler, City Manager

Date: February 22, 2023

Subject: Ratification of City Manager Action

Issue

Council approval is needed in order to ratify an agreement approved by the City Manager, under the Emergency Powers of Sec. 2-146, with Sunbelt Rentals, on February 2, 2023, for the emergency bypass pumps necessary to assist at pump station #1.

Discussion

Pump Station #1 is designed to contain three (3) permanent pumps that alternate lead operation in order to distribute wear on the pumps. The pump station is designed for an average flow of 8 MGD and a peak flow of 20 MGD. Each pump will push a max of 10 MGD of flow under peak conditions. Therefore, the intent is that there is always one (1) pump in place as a backup/spare in the event that a pump has to undergo maintenance.

The City of Cayce had to take immediate action in response to damage to two (2) pumps at this pump station on January 22, 2023. We immediately secured small pumps to bypass the one (1) permanent pump we had remaining, to give it a break while we repaired the older ones. These small pumps proved to be only a temporary fix and staff sought larger bypass pumps that could handle our normal flow more effectively and efficiently.

We found appropriate bypass pumps at Sunbelt Rentals on February 2nd, and I, as City Manager, provided approval to secure them to work in tandem to provide the backup capacity that we needed.

Sunbelt rentals provided a quote and an acceptable delivery schedule for the equipment to be on site. A price was agreed upon for the needed equipment, materials, and labor to complete the job. The total price quote for the two (2) emergency pumps is \$32,162.42 for the first month. Sunbelt Rentals is a member of the state procurement preapproved vendors.

The City Manager approved the quote using the Emergency Powers established by City of Cayce ordinance.

Sec. 2-146. - Emergency powers.

In case of accidents or other circumstances creating an emergency, the city manager may, with the consent of the council, award contracts and make purchases for the purpose of repairing

damages caused by such accidents or meeting such public emergency; but he shall file promptly with the council a certificate showing such emergency and necessity for such action, together with an itemized account of all expenditures.

(Code 1975, § 2-57)

In addition to these bypass pumps, our pump contractor has been able to repair one (1) of our two (2) permanent pumps and it was back in operation on February 9th. However, as a safety precaution, we'd like to continue to utilize the two (2) temporary bypass pumps, at least for the next month.

Our contractor is also working to repair the final permanent pump and are awaiting parts to do so. Once we have all three (3) permanent pumps back online, we will revisit the need for one (1) or both of the temporary bypass pumps and will bring additional purchases/costs to Council for consideration. We should know more about that potential in the coming weeks.

As additional information, our permanent pumps are old and parts are not readily available, as the manufacturer no longer makes this type of pump. Replacement pumps are on our capital improvement plan and these recent maintenance issues highlight the need to start that replacement process. We have been told it will take 24-36 weeks to build and ship new pumps. Proceeding with the purchase of new permanent pumps will be brought back to Council for consideration at a later date.

Recommendation

Staff recommends Council approve and ratify the prior actions of the City Manager concerning the agreement with Sunbelt Rentals as described in the attached certificate, for \$32,162.42.

STATE OF SOUTH CAROLINA)
)
)
)
CITY OF CAYCE)
)

CERTIFICATE

I, Tracy Hegler, City Manager of the City of Cayce, in accord with Cayce City Code Sec. 2-146, do hereby certify the following as indicated by City records:

1. On January 22, 2023, the City Manager and staff responded to a second pump breaking at pump station #1, which necessitated emergency action to elevate pressure off the last remaining pump. A by-pass pump was imperative to continue the operation of pump station #1.
2. City staff arranged for a quotation for services from Sunbelt Rentals. The quotation for two (2) by-pass pumps, equipment, materials, and delivery was \$32,162.42. The situation was considered an emergency requiring an immediate procurement of services. The City Manager authorized the rental, which was completed on February 2, 2023. City staff worked diligently and monitored the situation closely.
3. Use of the emergency power provision was required to enter into an agreement with the outside construction company for the rental of equipment. A copy of the agreement and invoice with Sunbelt Rentals is attached.

Tracy Hegler

Date: _____



PUMP & POWER SERVICES

PC#: 0023
176 ACRES DR
LADSON, SC 29456 3502
843-971-6450

SUNBELT RENTALS, INC.

Salesman: 106900 PC1069 HOUSE ACCOUNT
Typed By: TPICKETT

Job Site:

PUMP STATION 1
109 OLD STATE ROAD
CAYCE, SC 29033

C#: 803-796-9020 J#: 803-521-0246

RESERVATION



Contract #.. 135628332
Contract dt. 2/02/23
Date out.... 2/08/23 3:00 PM
Est return.. 3/08/23 3:00 PM
Job Loc..... 109 OLD STATE ROAD, CAYCE
Job No..... 1 - PUMP STATION 1
P.O. #..... 23-01892
Ordered By.. WEMPLE, TIM
NET 30

Customer: 427682

CITY OF CAYCE WATER & SEWER
PO BOX 2004
CAYCE, SC 29033

Table with 7 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes equipment list like 10X8X17 SOLIDS VAC QF PUMP and various pipe/flange items.

*** EQP MSG ***

8 Hrs/Day 40 Hrs/Wk = 1.0x Rate
9-16 Hrs/Day 41-80 Hrs/Wk = 1.5x Rate
17+ Hrs/Day 81+ Hrs/Wk = 2.0x Rate

EQUIPMENT IN THIS CONTRACT MAY REQUIRE THE USE OF DIESEL EXHAUST FLUID (DEF). DEF CONSUMPTION RATES ARE DIRECTLY

RELATED TO ENGINE SIZE/ENGINE LOAD AND WILL VARY. DEF IS A CONSUMABLE. Certain equipment above requires Scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) TH (Customer Initials)

Tracy Hegler 2/12/23
Customer Signature Date

Tracy Hegler
Name Printed

Delivered By Date



PUMP & POWER SERVICES

PC#: 0023
176 ACRES DR
LADSON, SC 29456 3502
843-971-6450

SUNBELT RENTALS, INC.

Salesman: 106900 PC1069 HOUSE ACCOUNT
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NET 30

Customer: 427682
CITY OF CAYCE WATER & SEWER
PO BOX 2004
CAYCE, SC 29033

QTY EQUIPMENT # Min Day Week 4 Week Amount

ITEM. CUSTOMER IS RESPONSIBLE FOR PROPER DEF LEVEL MAINTENANCE AND ANY DOWNTIME AND DEF SYSTEM DAMAGES THAT MAY OCCUR IF NOT MAINTAINED. CONTACT YOUR SALES REPRESENTATIVE WITH ANY QUESITONS.

SALES ITEMS:

Table with 4 columns: Qty, Item number, Unit, Price, Amount. Includes items like DLPKSRCHG, ENVIRONMENTAL, SCHERS5, DELIVERY CHARGE, and PICKUP CHARGE.

Tim 803-521-0246

customer to unload and set up. send bolt and gasket kits for all discharge connections. delivery time must meet
Sub-total: 30091.41
Tax: 2071.01
Total: 32162.42

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

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6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
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8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) TH (Customer Initials)

Tracy Hegler 2/2/23 Tracy Hegler
Customer Signature Date Name Printed Delivered By Date



PUMP & POWER SERVICES

PC#: 0023
176 ACRES DR
LADSON, SC 29456 3502
843-971-6450

SUNBELT RENTALS, INC.

Salesman: 106900 PC1069 HOUSE ACCOUNT
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Customer: 427682
CITY OF CAYCE WATER & SEWER
PO BOX 2004
CAYCE, SC 29033

QTY EQUIPMENT # Min Day Week 4 Week Amount

customers crane time
#Contract TERMS AND CONDITIONS TO FOLLOW
SC STATE CONTRACT 4400026148

All amounts are in USD

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Tracy Hegler 2/2/23
Customer Signature Date

Tracy Hegler
Name Printed

Delivered By Date



PARTICIPATING ADDENDUM

EQUIPMENT RENTAL SERVICES

Lead by the State of Vermont

Master Agreement #: 41431

Contractor: **SUNBELT RENTALS, INC.**

Participating Entity: **STATE OF SOUTH CAROLINA**

Contract Number: **4400026148**

The following products or services are included in this contract portfolio:

Equipment Rental Services

The following products or services are not included in this agreement:

Any item available on this contract that is already available on an existing South Carolina State Term Contract.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Equipment Rental Services* procurement led by the *State of Vermont* for use by state agencies and other entities located in the Participating State of South Carolina authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of South Carolina. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Pursuant to Section 11-35-4810, South Carolina public procurement units, both state and local (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) are authorized to participate in cooperative purchasing.

Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Agreement, including this addendum.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):



PARTICIPATING ADDENDUM

EQUIPMENT RENTAL SERVICES

Lead by the State of Vermont

Contractor

Name:	Matt Rolfe
Telephone:	843-339-0560
Email:	matt.rolfe@sunbeltrentals.com

Participating Entity

Name:	Michael Speakmon
Address:	1201 Main St, Ste 600, Columbia SC 29201
Telephone:	803-737-9816
Email:	mspeakmon@mmo.sc.gov

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

4. Definitions:

“Authorized Agent” All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

“Authority” means the South Carolina State Fiscal Accountability Authority.

“Procurement Officer” means the person, or his successor, identified as such in this Participating Addendum.

“SC Participant(s)” means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

“State” means the State of South Carolina and its Using Governmental Units.

“You and Your” means contractor.



PARTICIPATING ADDENDUM

EQUIPMENT RENTAL SERVICES

Lead by the State of Vermont

“Using Governmental Unit” means all South Carolina Public Procurement Units [11-35-4610(5)] eligible to purchase under this contract.

5. Authority as Procurement Agent: The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party’s losses arising out of or relating in any way to the contract.
6. South Carolina Prompt Payment Statute: The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).
7. SC Registered Distributor: Vendor agrees to distribute its products to South Carolina public procurement units through vendors registered with the South Carolina Secretary of State as an authorized South Carolina vendor when available <http://www.scbos.sc.gov>.
8. Open Trade: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.
9. Choice of Law: This PA is established as a term contract (as defined in Section 11-35-310(37)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(37). See clause entitled “Acceptance of Offers 10% Below Price.” Use by local public procurement units is optional. Section 11-35-4610(3) defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(24) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

The contract, any dispute, claim, or controversy relating to the contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina.

10. Statewide Term Contract - Acceptance Of Offers 10% Below Price: Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an “alternate vendor”) if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor’s price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition



PARTICIPATING ADDENDUM

EQUIPMENT RENTAL SERVICES

Lead by the State of Vermont

pursuant to this clause must be documented by the procurement officer using the form found at this link:

<https://procurement.sc.gov/files/PurchaseOrderTenPercentFormApr2015.docx> .

11. **Choice-of-Forum.** All disputes, claims, or controversies relating to the contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. (2) **Service of Process.** Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided in the contract or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
12. **No Indemnity or Defense:** Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.
13. **EFT Information:** The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov>(.) The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document.
14. **Payment & Interest:**
 - (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.
 - (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled "EFT Information."
 - (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.
 - (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each



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EQUIPMENT RENTAL SERVICES

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year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

15. Drug Free Work Place Certification: Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
16. Code of Conduct: When the Contractor is working under provisions of this contract at facilities controlled by State agencies or other UGUs, Contractor agrees to follow and enforce the Code of Conduct Policy of these entities.
17. Publicity: Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.
18. CISG: The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.
19. Statewide Term Contract – Contract Limitations: No sales may be made pursuant to this contract for any item or service that is not expressly included in the Scope. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.
20. Relationship of Using Governmental Units: Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act.
21. Item Substitution: No Substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written permission from the issuing procurement unit.
22. Administrative Fee: Procurement Services (PS) issues and maintains State term contracts for the benefit of all South Carolina state and local public entities. State term contracts allow all public entities to maximize their purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. In order to maintain and enhance the quality and quantity of its State term contracts, each participating public



PARTICIPATING ADDENDUM

EQUIPMENT RENTAL SERVICES

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procurement unit will be assessed an administrative fee. Accordingly, a public procurement unit (as defined in S.C. Code Ann. § 11-35-4610(5)), by participating in this contract, owes (PS) an administrative services fee ("fee"). Participating public procurement units shall pay the fee to contractor as a part of the contract price. Contractor is responsible both for collecting the fee at the time of billing and for remitting the fee to PS. The fee to be collected by the contractor constitutes a debt by the contractor to PS. Contractor shall factor the fee into its contract pricing and shall not separately itemize or invoice for the fee.

For each reporting period, Contractor shall pay to PS a fee equal to one (1%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of catalog purchases made by any public procurement unit from Contractor pursuant to this contract.

(a) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201
Phone: (803) 737-0600 (ask to speak to the Reports Manager)

(b) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(c) PS or its authorized representatives shall be afforded access to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work



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performed, or fees due pursuant to this contract, consistent with paragraph 24 of the Master Agreement. PS agrees not to disclose any material discovered or produced during the audit that the contractor reasonably designates as proprietary or confidential. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (d)) and reimburse PS for all costs of the audit.

(d) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(e) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

- (1) order the contractor to not accept any further orders under the contract until the cause for such order has been eliminated;
- (2) terminate this contract;
- (3) order the contractor to not accept any further orders under any other statewide term contract;
- (4) terminate the contractor's award of any other statewide term contract.

(f) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. Reports MUST reference the SC Participating number 4400026148 to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number.

23. **Taxes:** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

24. **Subcontractors:** All contractors, dealers, and resellers authorized in the State of South Carolina as shown on the dedicated Contractor (cooperative contract) website, are



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approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

- 25. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

- 26. Term of Contract: The initial term of this contract will begin on the final execution date of this Participating Addendum. The initial term will end at the end of the then current term of the Master Agreement at the time the Participating Addendum is executed. At the end of the initial term, and at the end of each renewal term, this contract shall renew for a period of one (1) year. Regardless, this contract expires no later than the expiration date of the NASPO ValuePoint Master Agreement.

27. Insurance:

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an “insured contract” as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker’s Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available,



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through the addition of both CG 20 10 and CG 20 37 if a later edition is used. (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

28. Heavy Equipment Rental Fee Exception:

In accordance with Section 56-31-60(B)(2) of the South Carolina Code of Laws, the 2.5% heavy equipment rental fee required by the State "shall not apply to the rental of heavy equipment property directly rented to the federal government, the State, or any political subdivision of the State." All sales made under this contract are included in this exemption.



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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of South Carolina	Contractor: Sunbelt Rentals, Inc.
Signature: 	Signature: 
Name: Michael Speakmon	Name: Becky Casella
Title: Procurement Manager – Team Lead	Title: Customer Contract Manager
Date: May 6, 2021	Date: May 6, 2021

[Additional signatures may be added if required by the Participating Entity]

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at ccc@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

COUNCIL ACTION REQUIRED

PUBLIC SAFETY FOUNDATION – ONE (1) POSITION

Ms. Mary Winter Teaster resigned from the Foundation in January 2023 due to a heavy work and volunteer load. The City has received a potential member application from Ms. Trinessa Dubas. Her application is attached for Council's review.

NO COUNCIL ACTION REQUIRED

The following positions remain open until receipt of potential member applications.

STANDARD TECHNICAL CODES BOARD OF APPEALS – ONE (1) POSITION

Reviews citizen appeals to ensure building codes, property maintenance codes and fire codes are properly interpreted and implemented fairly. Members who serve on this Board must be either an Engineer, Contractor, Architect or Design Professional. There are no recommendations at this time.

APPOINTMENT PROCESS

Cayce citizens have an opportunity to actively participate in the City through their services on a number of advisory boards, commissions, foundations and committees. These groups help shape and carry out policy.

Applications are accepted at any time for all City of Cayce boards, commissions, foundations and committees. Cayce citizens wishing to apply for appointment may submit a potential member application to the Municipal Clerk, P. O. Box 2004, Cayce, SC 29171. More information and a copy of the application can be found on our website at caycesc.gov or by calling City Hall at 803-796-9020.

City Council considers applications at a meeting immediately following an opening.

Name: Trinessa L. Dubas

Home Address: [redacted] New State rd City, State, Zip Cayce SC 29033

Telephone: 803 [redacted] E-Mail Address: [redacted]

Cell Phone: 544

Resident of Cayce: Yes No Number of Years 20

Business Located in Cayce: Yes No Number of Years 2

Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation? Yes No If yes, specify below:

Work Address

Company: Lady T Luxuries Position operate/own

Address: [redacted] New St rd

City, State, Zip Cayce SC 29033 Telephone: [redacted]

Fax: [redacted] E-Mail [redacted]

Work Experience: Licensed Cosmetologist / Nail Specialist.

Certified Actor Teacher

Educational Background: Bachelor's Interdisciplinary Studies

Membership Information (Professional, Neighborhood and/or Civic Organizations):

former board member of HHH Jr outreach program through Transitions

Volunteer Work: I donate my time helping

organizations feed and assist fire shelter. I've volunteered with cooperative ministries. I am an active member @ St. Luke Episc.

Hobbies: Theater, camping, Traveling

Return to:

Mendy Corder, Municipal Clerk

City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004

TRINESSA DUBAS

Summary Statement:

Enthusiastic SCAC certified Teaching Artist with over 20 years of broad-based experiences in Theatre, not limited to roles such as playwright, actress, director, producer, voiceover, and stage manager.

- Track record of creating meaningful and stimulating art programs that deepen personal experiences and instill cultural appreciation, discipline, and confidence.
- Adept at curriculum planning and program development; Played central role in planning and execution of productions that foster cultural and social awareness.
- Spearheaded the first Theatre program at Uhuru Academy, an African-centered private school, to immerse students in West African culture.
- Skilled in teaching a range of students in public and private sector; Trained in a broad range of therapeutic methodologies and collaborative approaches to teaching.
- Skilled at gaining trust and respect of the youth and conveying confidence in their abilities; Excellent at inspiring the uninterested, unmotivated children to find their voice ultimately turning them into theatre lovers.
- **Graduated Cum Laude at Benedict College and won 1st place honor for senior thesis: “The Effects of Art and Creative Therapy on Depression: Alternative Coping Strategies in Healing”.**

Professional Development

SCAC Teaching Artist Certification, 2018
B.A, Interdisciplinary Studies, Benedict College, Cum Laude, 2016
Armitage Shanks Actors Workshop CMFA, 2015
Stage Manager Certification, Midlands Technical College, 2013

Professional Experience

Teaching Artist, Auntie Karen Foundation 2018-

- Plan and develop interactive lessons for students across K-12 that stimulate creative expression; Provide Theatre and Drama instruction across Hardeeville, Timmonsville, Bishopville, Lee County :Hardeeville Elementary, Dennis Elementary, Timmonsville High, and Johnson Middle School, and Brockington Elementary School.
- Implement Interactive Therapy and C.R.O.W. Method to make a slow and steady impact on the children’s self-discovery, self-esteem, and creative expression.
- Successful in demonstrating enthusiasm that inspires children to love theatre and express themselves more deeply.

Resident Playwright -Uhuru Academy, Hopkins, SC 2017-

- Spearheaded the first theatre program at Uhuru Academy, a private African-centered academy with an emphasis on African History/Culture, Spirituality, Character/Vision Development, STEM skills and careers, entrepreneurship, and Agricultural Science.
- Planned, developed scripts, coordinated casting calls, and directed plays to immerse students in West African culture.
- Helped instill confidence in students suffering from anxiety & aiding them in finding their voice.

Performing Artist and Script Writer NiA Theatre Company, 2010-2022

- Plays a key role in nomadic, multi-ethnic theatrical troupe that offers diverse productions throughout underserved African American communities.
- Wrote scripts and performed in works that encourage inclusivity, community, awareness, resistance that showcase the richness of African American culture.
- Praised for dedication & enthusiasm.

Additional Experience

Substitute Teacher, Lexington District 2/ Lexington Richland 5, 2018-
Cosmetology Instructor -Kenneth Shuler School of Cosmetology, 2014
Licensed Phlebotomist 1993-