



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 21, 2025

The Columbia City Council will conduct a Regular Meeting on Tuesday, January 21, 2025 at 2:00 p.m. at City Hall (Council Chambers), 1737 Main Street, Third Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding this meeting.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable William Brennan, District III ▪ The Honorable Aditi Bussells, At-Large ▪ The Honorable Tina N. Herbert, District I
The Honorable Peter M. Brown, District IV ▪ The Honorable Tyler D. Bailey, At-Large

Prior to entering the meeting please silence all electronic communication devices. All presenters are asked to speak directly into the microphone for recording purposes.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

PUBLIC INPUT

Individuals are allotted up to three minutes to address City Council about items on the agenda. Items requiring a public hearing cannot be addressed at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the January 7, 2025 Regular Meeting Minutes.

PRESENTATIONS

2. Special Recognition of Mr. Kennis Goodman - The Honorable Daniel J. Rickenmann
3. Small Business Administration Disaster Assistance Program - Mr. Antwan Harris, Public Affairs Specialist, U.S. Small Business Administration



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CONSENT AGENDA ITEMS 4 THROUGH 8

4. Council is asked to approve a new Contract for Elevator Maintenance Services, as requested by the Support Services Division on December 16, 2024. Award to TK Elevator Corporation using the OMNIA Cooperative Agreement in the amount of \$90,780.00. The contract term is from January 1, 2025 to January 1, 2030. This vendor is located in Atlanta, GA.

Funding Source: Utilities Lake Murray Water Plant - Maintenance and Service Contract (5516207-638200) \$5,790.00; General Support Services - Maintenance and Service Contract (1011201-638200) \$33,900.00; Drew Wellness Center - Maintenance and Service Contract (1015115-638200) \$1,350.00; Police Administrative Services - Maintenance and Service Contract (1012402-638200) \$2,400.00; Support Services Public Building - Maintenance and Service Contract (5511219-638200) \$12,900.00; Parking Arsenal Hill Deck - Maintenance and Service Contract (5313103-638200) \$1,740.00; Parking Lady Street Deck - Maintenance and Service Contract (5313104-638200) \$5,100.00; Parking Sumter Street Deck - Maintenance and Service Contract (5313106-638200) \$5,400.00; Parking Washington Street Deck - Maintenance and Service Contract (5313108-638200) \$2,550.00; Parking Park Street Deck - Maintenance and Service Contract (5313109-638200) \$2,700.00; Parking Lincoln Street Deck - Maintenance and Service Contract (5313112-638200) \$2,700.00; Parking PJ Cannon Deck - Maintenance and Service Contract (5313114-638200) \$4,800.00; Parking Devine Street Deck - Maintenance and Service Contract (5313115-638200) \$5,100.00; Parking Sable Street Deck - Maintenance and Service Contract (5313116-638200) \$3,000.00; and Parking Freed Street Deck - Maintenance and Service Contract (5313117-638200) \$1,350.00. The original budget amount is \$90,780.00.

5. Council is asked to approve the Purchase of Two (2) Double Stack Boat Trailers, as requested by the Columbia Fire Department on November 25, 2024. Award to DLX Enterprises, LLC using the NC Sheriff's Association Cooperative Contract in the amount of \$258,111.60. This vendor is located in Eugene, OR.

Funding Source: Homeland Security Grant Control - Auto, Trucks, Heavy Equipment-Capital (2549999-658500) \$6,480.00; Homeland Security Grant Control - Special Departmental Supplies (2549999-627100) \$251,631.60. The original budget amount is \$258,111.60.



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6. Council is asked to approve a new Professional Services Contract for Supervisory Control and Data Acquisition (SCADA) Instrumentation Maintenance services, as requested by Columbia Water on May 2, 2024. Award to CITI, Inc., in an amount not to exceed \$185,440.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date five (5) months from commencement and the option to renew for five (5) additional one-year periods. This firm is located in Charlotte, NC.

Funding Source: Utilities Lake Murray Water Plant - Professional Services (5516207-636600) \$19,320.00, Utilities Columbia Canal Water Treatment Plant - Professional Services (552206-636600) \$19,320.00, Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200) \$146,800.00. The original budget amount is \$185,440.00.

7. Council is asked to approve Contract Amendment #3 for Project SS753901; Major Sewer Pipe Rehabilitation Project, as requested by Columbia Water on December 10, 2024. Award to Black and Veatch Corporation in the amount of \$245,800.00. The current term of the contract ends on September 9, 2025. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects – Major Sewer Pipe Rehabilitation (5529999-SS753901-658650). The original budget amount is \$5,044,695.00. The budget amount for this amendment is \$245,800.00. The revised budget amount is \$5,290,495.00.

This is a Mentor Protégé Project. Black and Veatch is the Mentor and will provide additional design services at 55.25% (\$135,800.00) of the amendment amount. Highfill Infrastructure Engineering, PC of Columbia, SC is the protégé and will assist with design and construction phase services at 44.75% (\$110,000.00) of the amendment amount.

8. Council is asked to approve new Contracts for Project SS7604; Continuing Sewer Assessment Program (CSAP) Preventative Maintenance Assistance, as requested by Columbia Water on June 11, 2024. Award to the following contractors in a total amount not to exceed \$987,400.00. The initial term of the contracts will take effect upon issuance of the Notice to Proceed with an end date five (5) months from commencement and the option to renew for four (4) additional one-year periods.



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Funding Source: Utilities Wastewater Maintenance - Special Contracts-Water/Sewer, Stormwater (5516205-638200) \$987,400.00. The original budget amount is \$987,400.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 7% CDBE goal. The CDBE Goal is currently being met at 7.53%.

Contractor 1

Gavel & Dorn Engineering, PLLC is the prime contractor and will provide project management services at 11.00% (\$54,091.40) of the total contract amount.

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

KRCS, LLC dba Keefer Engineering, LLC, a Minority Business Enterprise (W) and Columbia Disadvantaged Business Enterprise located in Lexington, SC, will provide CCTV review, smoke testing, SL-RAT inspections, MACP Level 2 inspections and dye testing at 8.00% (\$39,339.20) of the total contract amount.

Woolpert, Inc., located in Columbia, SC, will provide CCTV (mains inspections) services at 35.00% of (\$172,109.00) of the total contract amount.

United Sewer Solutions, located in Hoboken, Georgia, will provide CCTV (lateral inspections) services at 46.00% of (\$226,200.40) of the total contract amount.

Contractor 2

McKim & Creed is the prime contractor and will provide smoke testing, SL-RAT inspections, MACP Level 2 inspections, lateral inspections and dye testing at 92.94% (\$460,660.00) of the total contract amount.

The following subcontractor/supplier will provide the following services/supplies:

SAC Underground, a Minority Business Enterprise (W) and Columbia Disadvantaged Business Enterprise located in Lexington, SC, will provide cleaning and CCTV inspections at 7.06% (\$35,000.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 21, 2025

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

9. ZONING MAP AMENDMENT CASE SUMMARY for 2212 Senate Street, TMS# 11410-22-06

Ordinance No.: 2025-001 - Amending the Official Zoning Map to modify the zoning for 2212 Senate Street, Richland County TMS #11410-22-06

Council District: 2

Proposal: Request to rezone the property from Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) to Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A).

Applicant: Miles Madden, Handcrafted Property Solutions LLC

Staff Recommendation: Approval

PC Recommendation: 12/12/2024; Approve (7-0)

RESOLUTIONS

10. Resolution No.: R-2025-006 - Authorizing the City Manager to execute an Intergovernmental Fire Agreement between the City of Columbia and Richland County

APPOINTMENTS

11. Richland Lexington Airport District Commission

CITY COUNCIL COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

PUBLIC INPUT

Individuals are allotted up to three minutes to address City Council. Items requiring a public hearing cannot be addressed at this time.

ADJOURNMENT



MEETING DATE: January 21, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the January 7, 2025 Regular Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_01072025 (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 7, 2025

CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, January 7, 2025 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:06 p.m. and the following City Council members were present: The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. Also present were Ms. Teresa Wilson, City Manager and Ms. Levanie S. Summerville, Assistant City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to reflect the order of the meeting.

INVOCATION

The Honorable Edward H. McDowell, Jr. offered the invocation.

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to adopt the agenda subject to adding the receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) - Phillips Street to Executive Session as **Item 18**.

PUBLIC INPUT

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the December 17, 2024 Regular Meeting Minutes.
– *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Bailey, Council voted unanimously to approve the December 17, 2024 Regular Meeting Minutes.



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PRESENTATIONS

2. Special Presentation - Mr. Tony Grant, Member of the Omicron Phi Chapter of Omega Psi Phi Fraternity, Inc.

Mr. Tony Grant, Member of the Omicron Phi Chapter of Omega Psi Phi Fraternity, Inc. expressed deep gratitude towards Ms. Wilson and City Council for their longstanding support of their chapter and fraternity. He presented a proclamation commemorating the fraternity's partnership with the City, recognizing the chapter's centennial celebration in 2026 and honoring the City's unwavering support over the past 29 years.

CONSENT AGENDA ITEMS 3 THROUGH 11

Upon a single motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to approve **Consent Agenda Items 3** through **11**.

3. Council is asked to approve the Annual Renewal of Mobile Area Routing and Vehicle Location Information System (MARVLIS) Software Support, as requested by the Columbia Police Department on December 11, 2024. Award to Bradshaw Consulting Services, Inc., in the amount of \$97,519.64. This vendor is located in Aiken, SC. - *Approved*

Funding Source: Police Administrative Services - Maintenance and Service Contract (1012402-638200). The original budget amount is \$97,519.64.

4. Council is asked to approve the Annual Renewal of Cityworks Software and License Support, as requested by the Information Technology Department on December 12, 2024. Award to Azteca Systems, LLC, in the amount of \$114,660.00. The term for this renewal is from January 15, 2025 through January 14, 2026. This vendor is located in Sandy, UT. - *Approved*

Funding Source: Public Works Administration - Maintenance and Service Contracts (1011124-638200) \$6,378.18; Public Works Administration - Computer Equipment/Hardware (1011124-627500) \$2,868.19; Forestry Horticulture - Maintenance and Service Contracts (1011217-638200) \$8,878.18; Streets Street and Sidewalk Repair - Maintenance and Service Contracts (1013201-638200) \$3,378.18; Traffic Operations - Maintenance and Service Contracts (1013204-638200) \$4,378.18; Streets - Storm Drains - Maintenance and Service Contracts (5534203-638200) \$2,878.19; Streets - Water and Sewer Repair - Maintenance and Service Contracts (5513202-638200) \$3,378.18; Customer Service - Special Contracts (5511407-638300) \$4,378.18; Meter Reading - Maintenance and Service Contracts (5516202-



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638200) \$16,378.18; Solid Waste Street Sweeping - Maintenance and Service Contracts (5534408-638200) \$11,378.18; Utilities Wastewater Maintenance - Software License (5516205-627510) \$50,388.18. The original budget amount is \$114,660.00.

5. Council is asked to approve a new Professional Services Contract for the Parking Garage Capital Improvement Program, as requested by the General Services Department on October 7, 2024. Award to Kimley-Horn and Associates, Inc., in an amount not to exceed \$300,000.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date five (5) years from commencement and the option to renew for two (2) additional one-year periods. This contractor is located in Columbia, SC. - *Approved*

Funding Source: Parking Facilities - Maintenance and Service Contract (5312501-638200) \$300,000.00. The original budget amount is \$300,000.00.

Councilor Brennan noted that this item reflects the parking rate increases, which are being used to fund projects aimed at addressing deferred maintenance.

Ms. Teresa Wilson, City Manager emphasized that the team is moving quickly to address the deferred maintenance in the parking decks by bringing in the necessary professional expertise as planned for this fiscal year. The construction documents are coming together and work is underway to resolve long-discussed maintenance issues.

6. Council is asked to approve the Purchase of Vehicles for the Solid Waste Division, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract and Cooperative Contracts in the amount of \$1,647,356.95. - *Approved*

Item	Vendor	Vehicles	Procurement Method	Amount
a.	Peterbilt of Knoxville, DBA The Peterbilt Store Columbia, SC	One (1) 2026 Peterbilt 520 Truck for the Solid Waste Division, as requested on November 13, 2024.	Sourcewell Contract #060920-PMC	\$374,542.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972 - 658500). The original budget amount is \$374,542.00.</i>				



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b.	National Auto Fleet Group Watsonville, CA	One (1) 2026 Western Star Prentice Crane Truck for the Solid Waste Division, as requested on November 21, 2024.	Sourcewell Contract #032824-NAF	\$393,915.00
<i>Funding Source: Capital Replacement – Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$393,915.00.</i>				
c.	Aquip, LLC Rock Hill, SC	One (1) Refuse/Garbage Street Sweeper Truck for the Solid Waste Division, as requested on November 21, 2024.	Sourcewell Contract #093021-FAY	\$339,501.95
<i>Funding Source: Solid Waste Street Sweeping – Auto, Trucks, Heavy Equipment-Capital (5534408-658500). The original budget amount is \$339,501.95.</i>				
d.	Charlotte Truck Center, Inc. DBA Excel Truck Center Charlotte, NC	Two (2) 2025 Western Star Loadmaster Trucks for the Solid Waste Division, as requested on November 13, 2024.	SC State Contract #4400035153	\$539,398.00
<i>Funding Source: Capital Replacement – Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$539,398.00.</i>				
Total				\$1,647,356.95

7. Council is asked to approve a new Contract for Project WM4813; Arborvine Court 6" Water Main Replacement, as requested by Columbia Water on November 26, 2024. Award to Carolina Tap and Bore, Inc., in an amount not to exceed \$154,570.50. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date sixty (60) days from commencement. This contractor is located in West Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Arborvine Court Water Main Improvement - Capital Project Costs (5529999-WM481301-658650). The original budget is \$154,570.50.

This is a Mentor Protégé Program project. Carolina Tap and Bore, Inc. is the mentor and will be performing project oversight services at 80.00% (\$103,047.20) of the total contract amount.



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LG Utility Contractors, Inc., a Minority Business Enterprise (W), located in Lugoff, SC, is the protégé and will be performing water line installation and asphalt patching services at 20.00% (\$25,761.80) of the total contract amount.

8. Council is asked to approve a new Sole Source Contract for a Light Ray Connection Trenchless Sewer Lining System, as requested by Columbia Water on November 8, 2024. Award to LMK Technologies, LLC, in the amount of \$340,503.46. This vendor located in Ottawa, IL. – *Approved*

Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is \$340,503.46.

9. Council is asked to approve a new Contract for Project SS7535; Olympia Sewer Rehabilitation Phase 1, as requested by Columbia Water on October 31, 2024. Award to GH Smith Construction, Inc., in an amount not to exceed \$2,275,240.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date two hundred ten (210) days from commencement. This contractor is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Improvement Capital Projects - Olympia Sewer Relocation/Rehabilitation - Capital Project Costs (5529999-SS753501-658650). The original budget amount is \$2,275,240.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) Program project with a 10% CDBE goal. The CDBE goal is being exceeded at 18.65%.

GH Smith Construction, Inc. is the prime contractor and will provide sewer rehabilitation services at 56.84% (\$980,542.00) of the total contract amount.

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

Smoak Construction, LLC, a Minority Business Enterprise (W) and Columbia Disadvantaged Business Enterprise located in Little Mountain, SC, will provide sewer line and clearing services at 17.98% (\$310,260.00) of the total contract amount.

Staline Waterworks, Inc., located in Columbia, SC, will provide pipe fitting and manhole services at 12.60% (\$217,413.00) of the total contract amount.

Armstrong Contractors, located in Columbia, SC, will provide asphalt paving services at 8.43% (\$145,485.00) of the total contract amount.



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Chao Engineering, Inc., a Minority Business Enterprise and Columbia Disadvantaged Business Enterprise located in Columbia, SC, will provide staking/record drawing services at 0.67% (\$11,500.00) of the total contract amount.

Martin Marietta, located in Cayce, SC, will provide rock/filling services at 3.48% (\$60,000.00) of the total contract amount.

10. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT FOR 549 Old Woodlands Road, TMS# 13713-02-18 – *Approved on second reading.*

Ordinance No.: 2024-095 - Annexing 549 Old Woodlands Road, Richland County TMS # 13713-02-18 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 3

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 2 (R2) by Richland County.

Applicant: Robert E. Wright, Jr. and Monica K. Wright / Matthew N. Simmons

Staff Recommendation: Approval

PC Recommendation: 11/14/2024; Approval (8-0)

First reading approval was given on December 17, 2024.

11. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 3.56 and 0.516 acres S/S Broad River Road, TMS# 05000-04-40 and 05000-04-45 – *Approved on second reading.*

Ordinance No.: 2024-096 - Annexing 3.56 and 0.516 acres S/S Broad River Road, Richland County TMS# 05000-04-40 and 05000-04-45 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 1



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Proposal: Request to annex the property, assign the land use classification of Community Activity Corridor (AC-2) and the assign zoning of Light Industrial District (LI) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Light Industrial (M-1) and General Commercial (GC) by Richland County.

Applicant: T. Moffatt Burriss, Jr. and Dennis Jay Murphy

Staff Recommendation: Approval

PC Recommendation: 11/14/2024; Approval (8-0)

First reading approval was given on December 17, 2024.

RESOLUTIONS

12. Resolution No.: R-2025-002 - Second Amendment to a Resolution authorizing the Mayor and City Council to execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program Subrecipient Agreement between the City of Columbia and the South Carolina Office of Resilience to fund a stormwater infrastructure improvement project that will mitigate the impact of future disasters – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to approve Resolution No.: R-2025-002 - Second Amendment to a Resolution authorizing the Mayor and City Council to execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program Subrecipient Agreement between the City of Columbia and the South Carolina Office of Resilience to fund a stormwater infrastructure improvement project that will mitigate the impact of future disasters.

EVENT RESOLUTIONS

13. Resolution No.: R-2025-003 - Authorizing consumption of beer and wine beverages only at First Thursdays on Main Street – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2025-003 - Authorizing consumption of beer and wine beverages only at First Thursdays on Main Street.

OTHER MATTERS



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 7, 2025

14. Council is asked to direct staff to issue a Community Development Block Grant Notice of Funding Availability for all projects and programs that meet CDBG requirements and priorities, including city departments, as requested by The Honorable Tina N. Herbert. – *Approved*

This NOFA process is not intended to disrupt the current timeline for the Five-Year Consolidated Plan.

Upon a motion made by Ms. Herbert and seconded by Mr. McDowell, Council voted unanimously to approve the direction of staff to issue a Community Development Block Grant Notice of Funding Availability for all projects and programs that meet CDBG requirements and priorities, including city departments, as requested by The Honorable Tina N. Herbert.

Councilor Herbert explained that applications are collected before priorities are set, which could help open up more opportunities for creative projects. She assured that this approach will not disrupt the timeline for the current Five-Year Consolidated Plan.

Ms. Teresa Wilson, City Manager added that it's important to clarify the NOFA process and timeline, which is prescribed by HUD and typically follows specific guidelines. The City is in compliance with these requirements, but if needed, the process can be extended to accommodate any additional applications.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

Councilor Brennan reported that the inaugural meeting of the Homeless Services Adhoc Committee took place today, January 7, 2024. During the meeting, Ms. Kameisha Hepphard, Director of Homeless Services provided an update which included the successful efforts of the Rapid Shelter and of the pallet housing program. He highlighted the upcoming Point in Time Count, scheduled for January 22, 2025, and urged everyone to volunteer in the City's efforts to gather accurate data on the number of unsheltered residents.

Dr. Bussells referred public safety related to large events to the Council Legislative Committee. She emphasized the need to address the City's limited resources, particularly barricades and bollards, which are insufficient for large-scale events that we frequently host. This gap in infrastructure impacts the state as a whole.

Mayor Rickenmann clarified that funding for bollards has already been budgeted, allowing us to move forward with implementing them in the entertainment districts.



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Portable bollards and other public safety needs, such as mobile command units, should also be addressed at the legislative level. Given Columbia's 300+ annual events, he stressed that enhancing public safety is a priority and should be moved higher on the agenda.

PUBLIC INPUT

Ms. Diane Wiley expressed her gratitude to City Council for their hard work and offered to help with the Point in Time Count.

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to enter in Executive Session at 4:37 p.m. for the discussion of **Items 15** through **17** as amended to add the receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) – **Phillips Street** to Executive Session as **Item 18**.

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

Fire Services

400 Laurel Street

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

Project Catalyst

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

Municipal Court Judges

ADJOURNMENT

The meeting was adjourned at 5:52 p.m.

Respectfully submitted:



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Erika D. Moore Hammond, CMC
City Clerk



MEETING DATE: January 21, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Special Recognition of Mr. Kennis Goodman - The Honorable Daniel J. Rickenmann

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** WIS Article



MEETING DATE: January 21, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Small Business Administration Disaster Assistance Program - Mr. Antwan Harris, Public Affairs Specialist, U.S. Small Business Administration

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** SBA_Helene_Presentation(PDF)



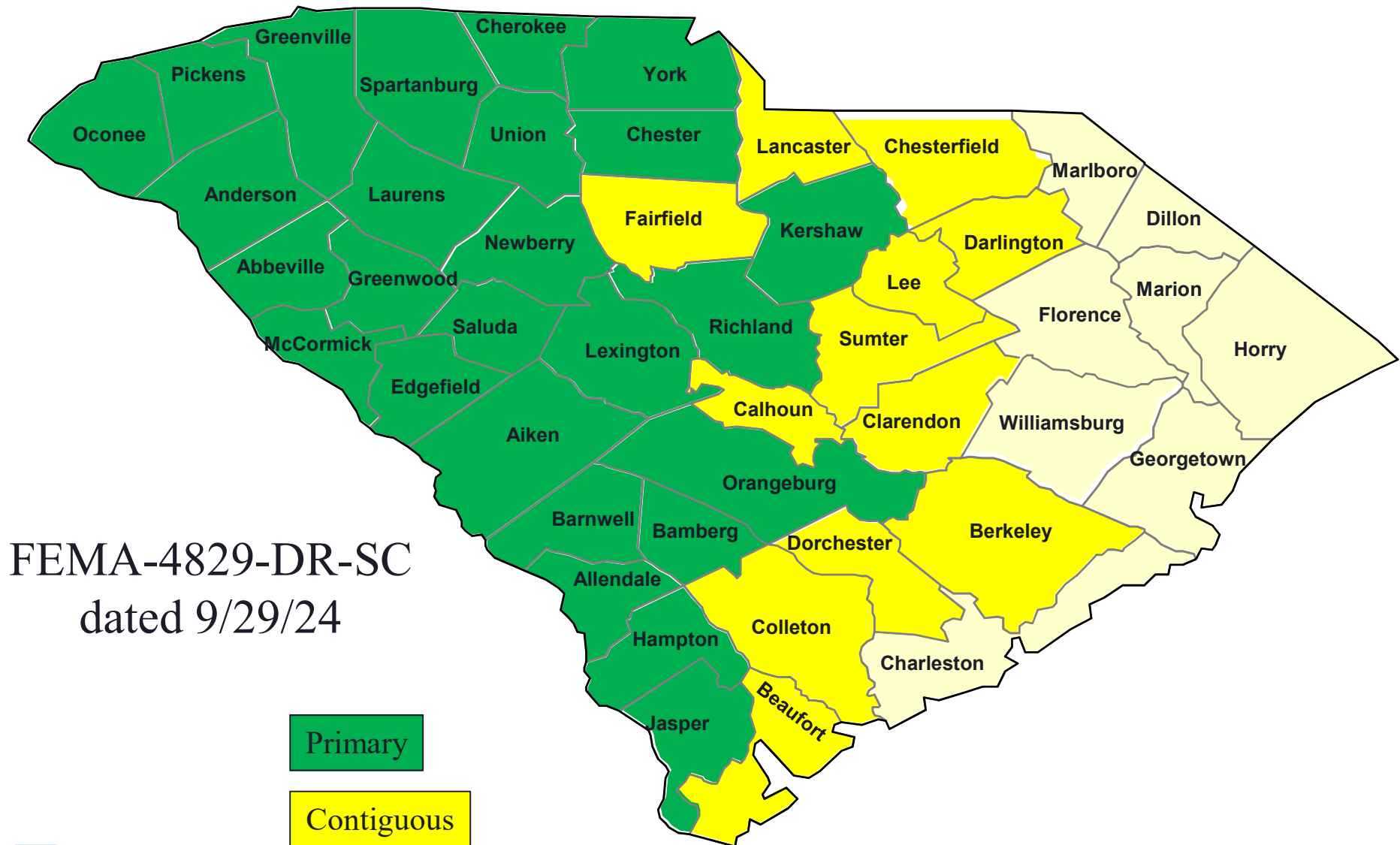
U.S. Small Business
Administration

DISASTER ASSISTANCE

Businesses ■ Homeowners ■ Renters ■ Nonprofits

Disaster Declaration

Hurricane Helene



Disaster Declaration

Hurricane Helene

- Declaration Numbers
- Disaster Description
- Incident dates
- Filing Deadlines
- Credit Requirements
- Interest Rates
- Loan Terms
- Loan Amount Limits
- Eligibility Restrictions
- Mitigation
- Refinancing
- Relocation
- Insurance Requirements
- How to apply information
- Contact Information

Date: 10/04/2024



U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION
FACT SHEET - DISASTER LOANS
SOUTH CAROLINA Declaration 20703 & 20704
 (Disaster: SC-20012)
Incident: HURRICANE HELENE
 occurring: September 25, 2024 and continuing
in the South Carolina counties of: Abbeville, Aiken, Anderson, Bamberg, Barnwell, Cherokee, Edgefield, Greenville, Greenwood, Laurens, Lexington, Newberry, Oconee, Pickens, Richland, Saluda, Spartanburg, and Union; for economic injury only in the contiguous South Carolina counties of: Allendale, Calhoun, Chester, Colleton, Fairfield, Hampton, Kershaw, McCormick, Orangeburg, Sumter and York; for economic injury only in the contiguous Georgia counties of: Burke, Columbia, Elbert, Franklin, Habersham, Hart, Rabun, Richmond, and Stephens; and for economic injury only in the contiguous North Carolina counties of: Cleveland, Henderson, Jackson, Macon, Polk, Rutherford and Transylvania
Application Filing Deadlines:
 Physical Damage: November 29, 2024 Economic Injury: June 30, 2025
 If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).
What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.

SBA Disaster Assistance Loans

- The SBA disaster loan program is **activated in conjunction with approval of a major (Presidential) declaration; or an SBA-only (Agency) disaster declaration** (for small disasters).
- These loans are **direct from the federal government**; not from a bank.
- Disaster loans are made available **for uninsured or otherwise uncompensated losses**.



Real
Estate



Personal
Property



Economic
Injury



Machinery
&
Equipment



Inventory



Active-Duty
Military

Why Apply For An SBA Disaster Loan?

- ☐ Low interest rates
- ☐ **Deferment 12 months**
- ☐ **No cost to apply**
- ☐ **Mitigation funds available**
- ☐ No closing costs
- ☐ No prepayment penalty
- ☐ **Funds available even if insurance has not settled**
- ☐ May be eligible for refinancing or relocation



- ☐ Flexible terms (up to 30 years)
- ☐ Loan can be modified
- ☐ **Removed restrictions on mitigation funding – Any disaster**
- ☐ **No obligation to take the loan if approved**
- ☐ **Modified collateral requirements**
- ☐ **Reconsiderations require less paperwork**

5

Physical Damage Loans

Loan Terms:

- Up to **30 years**, based on ability to repay
- Low-Fixed interest rates **4%** for businesses, **3.25%** for private nonprofit organizations and **2.813%** for homeowners and renters
- No monthly **payments** or **interest** for the **first year**
- **Physical Loan Application Deadline Date: 11/27/2024.**



These loans cover disaster losses not fully covered by insurance or other sources. Proceeds from insurance coverage may be deducted from the eligible loan amount.



Homeowners, Renters, Small businesses and private nonprofit organizations.



Maximum loans **\$500,000 for Homeowners**

Maximum loan **\$2,000,000 for businesses and non-profits**



Renters and homeowners may borrow up to \$100,000 to replace or repair personal property (clothing, furniture, cars) damaged or destroyed in a disaster.



You may be eligible for up to a **20% loan amount increase** above the real estate damage, as verified by SBA, for improvements to help prevent risk of future damages.

Economic Injury Disaster Loans (EIDLs)

Loan Terms:

- Up to **30 years**, based on ability to repay
- Low-Fixed interest rates **4%** for businesses, **3.25%** for private nonprofit organizations
- No monthly **payments** or **interest** for the **first year**
- **(EIDL) Loan Application Deadline Date: 6/30/2025.**



Working capital loans for small businesses and private non-profit organizations that sustained severe economic impact as a direct result in this incident.



EIDL assistance is available regardless of whether the business suffered any physical property damage.



Maximum loan amount is **\$2,000,000**



Help meet working capital needs caused by the natural disaster (flooding in this case) and help the local economy.



EIDLs do not replace lost revenue, lost profits or fund expansion

Business Recovery Centers



Need help to recover from Hurricane Helene in South Carolina?

SBA Business Recovery Centers now open

If your home or business was damaged by Hurricane Helene, we're here to help. SBA offers low-interest, disaster loans to homeowners, renters, businesses, and non-profit organizations. For assistance with your application, visit an SBA Business Recovery Center at one of the following locations:

Lexington County
Lexington County Library
 5440 Augusta Road, Lexington
 Monday — Thursday, 9AM to 6PM
 Friday, 9AM to 5PM
 Saturday, 10AM to 2PM

Greenville County
Next Innovation Center
 411 University Ridge, Greenville
 Monday — Friday, 9AM to 6PM
 Saturday, 10am to 2pm

For more information and to apply online,
 visit sba.gov/disaster



**DISASTER
RECOVERY**
 Businesses • Homeowners
 Renters • Nonprofits



U.S. Small Business
Administration

Questions?

[Hurricane Helene | U.S. Small Business Administration](#)



MEETING DATE: January 21, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Elevator Maintenance Services, as requested by the Support Services Division on December 16, 2024. Award to TK Elevator Corporation using the OMNIA Cooperative Agreement in the amount of \$90,780.00. The contract term is from January 1, 2025 to January 1, 2030. This vendor is located in Atlanta, GA.

REQUISITION NO.: R231929

FUNDING SOURCE & ORIGINAL BUDGET:

Funding Source: Utilities Lake Murray Water Plant - Maintenance and Service Contract (5516207-638200) \$5,790.00; General Support Services - Maintenance and Service Contract (1011201-638200) \$33,900.00; Drew Wellness Center - Maintenance and Service Contract (1015115-638200) \$1,350.00; Police Administrative Services - Maintenance and Service Contract (1012402-638200) \$2,400.00; Support Services Public Building - Maintenance and Service Contract (5511219-638200) \$12,900.00; Parking Arsenal Hill Deck - Maintenance and Service Contract (5313103-638200) \$1,740.00; Parking Lady Street Deck - Maintenance and Service Contract (5313104-638200) \$5,100.00; Parking Sumter Street Deck - Maintenance and Service Contract (5313106-638200) \$5,400.00; Parking Washington Street Deck - Maintenance and Service Contract (5313108-638200) \$2,550.00; Parking Park Street Deck - Maintenance and Service Contract (5313109-638200) \$2,700.00; Parking Lincoln Street Deck - Maintenance and Service Contract (5313112-638200) \$2,700.00; Parking PJ Cannon Deck - Maintenance and Service Contract (5313114-638200) \$4,800.00; Parking Devine Street Deck - Maintenance and Service Contract (5313115-638200) \$5,100.00; Parking Sable Street Deck – Maintenance and Service Contract (5313116-638200) \$3,000.00; and Parking Freed Street Deck – Maintenance and Service Contract (5313117-638200) \$1,350.00. The original budget amount is \$90,780.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

ATTACHMENTS:

- **#a:** January 14 2025 Council Memo - General Services Requests (DOCX)
- **#b:** Contract (PDF)



TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: January 14, 2025

SUBJECT: Recommendation for Approval for a new contract for elevator maintenance services, as requested by the Support Services Division.

The Department of Procurement of Contracts, in coordination with the General Services Department respectfully requests your review and approval of the purchase of a new contract for elevator maintenance services at our city facilities.

These services were procured using the OMNIA Agreement for elevator maintenance services and are an operating and maintenance expense. These services will be funded using the General Services FY24-25 operations budget.

If you have any questions or concerns, please do not hesitate to contact our office.

10mia Partners Group – Contract# R200502

for the Protection of Vertical Transportation Equipment

- A. THIS AGREEMENT (hereinafter “Agreement”) made and entered into on this 1 st day of November 2024 by and between City of Columbia having an address 1924 Calhoun St (**multiple sites – see Exhibit A Table), (hereinafter referred to as “Purchaser”), and, TK Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate North Circle SE Suite 500 Atlanta, GA 30339 (hereinafter referred to as “Contractor”). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

- B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and
- C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser’s vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

- (a) Each individual location requirement (as specified at the time of ordering by the Purchaser). An Location requirement shall be considered “Accepted” if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
- (b) This Agreement;
- (c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

- 3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.
- 3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

- a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;

- b) Agree to mutual objectives and timescales;
- c) Assess the overall performance of this Agreement by each party;
- d) Review business implications, targets and risks;
- e) Review whether this Agreement is being conducted in the spirit it was intended; and
- f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. **BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. **ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. **EXTENT OF COVERAGE:**

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

7.1 **TRACTION ELEVATORS:**

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a “Start to Stop Time” as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b “Door Open Time” as measured from the fully closed door position to a fully open stopped position.

7.1.3c “Door Close Time” as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d “Leveling Accuracy” as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e “Rated Speed” as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6 Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners

and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

Upon inception of contract all testing is assumed to be up to date, additional testing that is not in compliance and/or not up to date shall remain the responsibility of the purchaser.

10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. TERM:

Service under the terms and conditions of this Agreement shall be for an initial non-cancellable period of

Five (5) years commencing on November 1st, 2024 and shall automatically be renewed for successive five (5) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial Five (5) year period, or ninety (90) days before the end of any subsequent Five (5) renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the Omnia Contract may exceed the term of the Omnia Agreement. The terms and conditions of the Omnia Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members' local maintenance agreement. Maintenance Agreements can be as long as the Omnia members request provided they are in accordance with local laws and regulations.

12. AFTER HOURS WORK

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Gold" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as "Platinum" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us for the difference between regular and overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as "Platinum Premier" within the Exhibit "A", for overtime calls involving one mechanic, Contractor will include our services at no additional cost.

For specified locations marked as "Bronze" within the Exhibit "A", Oil & Grease only

13. PRICING:

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified

from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. **INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Worker’s Compensation	Statutory Limits
Employer’s Liability	\$1,000,000 each accident
	\$1,000,000 policy limit-disease
	\$1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	\$2,000,000 each occurrence – BI & PD
	\$2,000,000 general aggregate
	\$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of \$2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. **PURCHASER RESPONSIBILITIES:**

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement. Twin post hydraulic jack packings, drives, machines, ropes, and motor generators are excluded from this agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

10/17

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE

TK Elevator Corporation

3100 Interstate North Circle SE Suite 500

Atlanta, GA 30339

Attn: International Account Contract Administrator

12/17

This Agreement has been prepared in duplicate, of which each party has received a copy.

ACCEPTED:

City of Columbia

TK ELEVATOR CORP.

BY: _____
Signature of Authorized Individual

BY: _____

TITLE: _____

TITLE: Branch Account Executive

DATE: _____

DATE: _____

TKE CORP.APPROVAL:

BY: _____

TITLE: National Accounts Executive

DATE: _____

Exhibit “A”
Property list/Location
Contract Type and Price

Location Name: City of Columbia

Location Address – Multiple – see below unit table

Unit Count-41

Unit Type – 17 hydraulic, 20 Traction, 2 MRL traction & 2 Wheel Chair lifts

Contract Type – Gold for Elevators & Bronze (Oil & Grease for Wheel chair lifts)

Omnia Group Pricing:- \$13,630 Gold

Billing Frequency - Quarterly

List of Units – Pricing Per Location/Unit see below table

Pre-Maintenance required – Please see below table

State ID	Site	Address	UnitDescription	Machine Type	Manufacturer	Gold Pricing	Pre Maintenance Items
4001188	Eau Claire Police Annex	3905-11 ENSOR AVENUE	Passenger	Hydraulic	DOVER	225	Twin post above packings needed
4001539	Metro Waste Water	1200 Simon Tree Lane	Passenger	Hydraulic	DOVER	225	Packing and pit cleaning needed (once repaired shall be covered under agreement)
4001606	Park Street Parking	1007 Park Street	Passenger	Hydraulic	DOVER	225	Vein reader tape rusted (once repaired shall be covered under agreement)
4001607	Park Street Parking	1007 Park Street	Passenger	Hydraulic	DOVER	225	Valve leaking, packing needed, pit clean, vein reader tape rusted (once repaired shall be covered under agreement)
4000099	Municipal Court	811 Washington Street	Passenger	Hydraulic	OTIS ELEVATOR	225	
4000613	Arsenal Hill Parking	1812 Lincoln	Passenger	Hydraulic	OTIS ELEVATOR	225	Packing replacement needed (once repaired shall be covered under agreement)
4001081	Fire Dept. HQ	Laurel & Barnwell Street	Passenger	Hydraulic	SCHINDLER ELEVATOR	225	Packing and oil needed
4001698	Vista Parking	820 Washington Street	Passenger	Hydraulic	SCHINDLER ELEVATOR	225	
4001699	Vista Parking	820 Washington Street	Passenger	Hydraulic	SCHINDLER ELEVATOR	225	
4001522	Walker Soloman	2401 WALKER SOLOMON WAY	Passenger	Hydraulic	THYSSENKRUPP ELEVATOR	225	
4001945	Park Street Parking	200 A Gregg Street	Passenger	Hydraulic	THYSSENKRUPP ELEVATOR	225	Packing replacement needed
4000145	1401 Main	1401 Main Street	Passenger	Hydraulic	WESTINGHOUSE	225	
4001793	Taylor St Parking / TJ Cannon	1227 Taylor Street	Passenger	MRL	KONE INC	400	
4001794	Taylor St Parking / TJ Cannon	1227 Taylor Street	Passenger	MRL	KONE INC	400	
4001501	Arsenal Hill Lift	1800 Lincoln Street	Wheelchair Lift	Other	NATL WHEEL O'VATOR	65	
4001550	Metro Waste Water Plant	1200 Simon Tree Lane	Wheelchair Lift	Rack & Pinion	DOVER	65	
4000100	Police HQ	1 Justice Square	Passenger	TRACTION W/STEEL ROPES	MCE	400	Rope replacement needed; machine leaking
4000105	Washington Square Garage	1100 Washington Street	Passenger	TRACTION W/STEEL ROPES	MCE	425	Governor rope rusted (once repaired shall be covered under agreement), existing drive issue

4000102	1225 Laurel DW	1225 Laurel Street	Dumbwaiter	TRACTION W/STEEL ROPES	OTIS ELEVATOR	500	
4001031	1225 Laurel EL	1225 Laurel Street	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	450	
4000109	Sumter St Parking	1421 Sumter Street	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	450	
4000133	Sumter St Parking	1421 Sumter Street	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	450	Machine grinding noise & leak
4000146	1401 Main	1401 Main Street	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	450	Ropes needed
4000147	1401 Main	1401 Main Street	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	500	Otis in process of rope replacement
4000148	1401 Main	1401 Main Street	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	500	Ropes needed, existing leveling issue
4000149	1401 Main	1401 Main Street	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	500	Ropes needed
4000284	Five Points - Devine	2221 Devine	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	425	
4000285	Five Points - Devine	2221 Devine	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	425	
4000774	1800 Main United Way	1800 Main Street	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	450	
4000781	Lady Street Parking	1100 Lady Street	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	425	
4000782	Lady Street Parking	1100 Lady Street	Passenger	TRACTION W/STEEL ROPES	OTIS ELEVATOR	425	
4000098	City Hall	1737 Main Street	Passenger	TRACTION W/STEEL ROPES	SOUTHEASTERN	400	
4000030	Washington Square 1	1339 Main Street	Passenger	TRACTION W/STEEL ROPES	TKE	400	Ropes and sheave replacement
4000032	Washington Square 3	1339 Main Street	Passenger	TRACTION W/STEEL ROPES	TKE	400	
4000031	Washington Square 2	1339 Main Street	Passenger	TRACTION W/STEEL ROPES	TKE	400	Machine leak (original westinghouse machine)
4001591	Canal Water Plant	300 Laurel Street	Passenger	Hydraulic	TKE	225	Water in pit; pit rust
4001912	Keenan Building	801 Wildewood Avenue	Passenger	Hydraulic	TKE	225	First inspection needed

3200048	Lake Murrery Water Plant	102 Rocky Point Road	Passenger	Hydraulic	TKE	225	First inspection needed
3200049	Lake Murrery Water Plant	102 Rocky Point Road	Passenger	Hydraulic	TKE	225	First inspection needed
4002155	Freed Parking	1575 Freed Street	Passenger	TRACTION W/ BELTS	OTIS ELEVATOR	500	First inspection needed
4002156	Sabal Street Parking	1575 Freed Street	Passenger	HYDRAULIC	OTIS ELEVATOR	225	First inspection needed



MEETING DATE: January 21, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of Two (2) Double Stack Boat Trailers, as requested by the Columbia Fire Department on November 25, 2024. Award to DLX Enterprises, LLC using the NC Sheriff's Association Cooperative Contract in the amount of \$258,111.60. This vendor is located in Eugene, OR.

REQUISITION NO.: R231685

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Homeland Security Grant Control - Auto, Trucks, Heavy Equipment-Capital (2549999-658500) \$6,480.00; Homeland Security Grant Control - Special Departmental Supplies (2549999-627100) \$251,631.60. The original budget amount is \$258,111.60.

CLEAN WATER 2020?: No

Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

ATTACHMENTS:

- **#a:** DLX Quote-HAR (PDF)
- **#b:** North Carolina Sheriff Association-HAR (PDF)



DLX Enterprises, LLC
 Deployed Logix
 1075 Arrowsmith St.
 Eugene, OR 97402

Quote

DATE	ESTIMATE #
12/6/2024	128418

BILL TO

Chief Chad Harmon
 Columbia Fire Department
 1800 Laurel St
 Columbia, SC 29201
 US

SHIP TO

Chief Chad Harmon
 Columbia Fire Department
 1800 Laurel St
 Columbia, SC 29201
 US

 Chad.Harmon@Columbiasc.gov
 803-391-1468

Item	Description	Qty	Rate	Amt
TR2BTBUH	TRAILER, 2BT BASIC UNIT, HEAVY DUTY , Powder Coated SC TF Blue Color • (1) TRAILER, DOUBLE DECKER LWH: 26 ft (7.92 m) • (2) 5200 lb leaf spring axles, both with 12" drum brake • (4) black wheel/tire combo with 1 full size spare • (1) 2 5/16 in standard coupler • Heavy Duty Fenders • Boat Rollers on Rear • (6) D-rings for transport, rated to 18,900 lbs • 7-way trailer wiring/plug • 7K drop leg trailer jack • Standard Breakaway kit • Standard LED lighting kit • Rub Rail tiedown system • Motor mounts (no cart) • Space for 1 75" Best Case by DLX™, 75 x 25 x 24 in (194.63 x 63.50 x 60.96 cm) • Receiver mount on lower deck for adding winch or crane • 12V Battery in a storage compartment	2	\$30,000.00	\$60,000.00
TOAUH	AXLE UPGRADE KIT- HEAVY DUTY • For TR2BTBUH only • (2) 7000 lb torsion axles, both with disc brakes • Electric over hydraulic pump and line kit • Upgraded wheels and tires	2	\$5,100.00	\$10,200.00
TOSPBHUH	SPARE TIRES AND BEARINGS UPGRADE KIT - HEAVY DUTY • For TR2BTBUH Only (Replaces single spare) • (2) Full Size Spare Tires • (2) Spare Wheel Bearing/Hub Kits	2	\$2,788.00	\$5,576.00
TOHK	HOIST UPGRADE KIT • For TR2BTBUH or TR2BTBUH • Adds 12V Lifting Crane to front of trailer for aiding in loading motors	2	\$4,842.05	\$9,684.10

TOTDU	TIEDOWN UPGRADE • For all Boat Trailer models • Upgrade to I Track in applicable locations • Includes Strap Kit	2	\$1,700.00	\$3,400.00
TOLU	LIGHTING UPGRADE KIT • For all Boat Trailer Models • (1) Sealed waterproof switch panel • (1) Battery Kit • (2) LED light bars on sides 2 flush mount in rear and 2 flush mount on front • Deck Lighting • Independent from towing vehicle	2	\$3,340.00	\$6,680.00
TOMC	MOTOR DOLLY • For all Boat trailer models • 2 wheel design • Powdercoated Black Color	6	\$609.68	\$3,658.08
TOFPUH	FUEL PACK - HEAVY DUTY • For TR2BTBUH only • 30 Gallons fuel	2	\$625.00	\$1,250.00
TOWPUH	WATER PACK - HEAVY DUTY • For TR2BTBUH only • 30 gallons fresh water for Motor Rinse	2	\$625.00	\$1,250.00
CUSTOM	Drop Deck for 2BT Heavy	2	\$3,000.00	\$6,000.00
CUSTOM	Provide 2 receives on the rear of the trailer to receive a jack for changing tires (one each side)	2	\$720.00	\$1,440.00
CUSTOM	Yakima Road Shower Portable Pressurized Water Storage 10gal to include installation on the trailer	2	\$1,800.00	\$3,600.00
SMRPA18T	MRP // ASAP-18 // TAN • MRP ASAP-18 Tan Shelter 18 x 16 ft (5.49 x 4.88 m) • Mil spec blackout vinyl • LED stringable lights • Wiring harness (110V) • ATLAS® Anchors • Repair poles and spare parts • (1) Roof • (2) Removable endwalls • (1) Insulation liner w/ radiant barrier aluminized backing • (1) Waterproof vinyl floor • (1) Stake kit • (1) Best Case by DLX™ Earth w/ Table Kit 75 x 25 x 24 in (194.63 x 63.50 x 60.96 cm)	2	\$17,467.58	\$34,935.16
HC382524 Blue	Best Case by DLX™Blue 38 x 25 x 24 in (96.52 x 63.50 x 60.96 cm)	4	\$1,932.29	\$7,729.17
CUSTOM	WATER RESCUE // BOAT MOTOR Boat Motor MFS30DL Tohatsu, 30 HP Four-Stroke 20" Shaft, Rope Start, Manual Trim / Tilt to include -WR 3R0B645230 Propeller	2	\$5,125.00	\$10,250.00

	PROPELLER DS 11 (9.9 DIA X 11 PITCH), BLACK 30 hp -WR PROP GUARD Prop Guard Prop Guard for 30 HP Tohatsu 25 & 30 works on C & D Models Installed			
WR RSI-030-D	WR RSI-030-D Raider 03 Safety Jet for Tohatsu 30 D outboards With Spare Rotor and Bushing Assembly	2	\$2,400.00	\$4,800.00
WRMFL12	FUEL LINE • Dripless 12ft fuel line • Brass Fittings to connect to motor and to a fuel bladder to include a fuel primer bulb. • Brass quick connects will be compatible w/ fuel	2	\$158.86	\$317.72
WR Turtle-Pac 6USgal Fuel Bladder	Turtle-Pac 6 US gal 22.7 lt. Petrol tank	2	\$611.00	\$1,222.00
CUSTOM	WR ARB16 Aluminum Rescue Boat (ARB16) Length: 16' (OSL 15'8") Beam: 70" Bottom: 49" Sides: 24" Max Power: 40 Hp Max Persons Capacity: 6 Max Weight Capacity: 1,115 lbs Max Persons Weight: 900 lbs Interior Depth: 22" Weight/Dry: 545 lbs Fuel Capacity: 12 gal. Shaft: 20" Max Motor Weight: 200 lbs	2	\$26,500.00	\$53,000.00
Shipping and Handling	Charges are for transportation, packaging materials and handling May or may not include the following incidental costs: Freight costs, pallets, crates, plastic wrap, custom straps, etc	1	\$14,000.00	\$14,000.00
Sales Tax	Sales Tax calculated by AvaTax on Thu Nov 21 09:57:28 UTC 2024	1	\$ 0.00	\$ 0.00
CUSTOM	ALL PRICING PER NORTH CAROLINA SHERIFFS ASSOCIATION CONTRACT #BID 25-02-0521 // 25-05-0521	0	\$ 0.00	\$ 0.00
			SUBTOTAL	\$238,992.23
			DISCOUNT	\$0.00
			TAX	\$0.00
			TOTAL	\$238,992.23

Price Tier	
Artwork	NO
Liftgate	
Receiving Hours	M-F 0900- 4:00 est

Receiving Point of Contact	Chief Chad Harmon
Expiration Date	2/21/2025
Sales Rep	Jeff Bright 704-400-0632

Terms & Conditions

1. QUOTATION: Valid for 30 days, any modifications may result in re-quotation.
2. PRODUCTION: Position in the production schedule is not reserved until acceptance of a valid Purchase Order.
3. TAXES: Deployed Logix (DLX) is registered in the State of Oregon and has no sales tax. DLX may be responsible to collect any State/Local Sales and/or Service Tax generated by this transaction. Any taxes assessed will be included on the invoice created by DLX as an additional cost and are not reflected in the quote above. Determination of applicable taxes cannot accurately be estimated until the transaction is processed as tax rates may change after this quotation has been issued.
6. PURCHASE ORDERS: valid PO's must be submitted for processing, verbal Purchase Orders will not be accepted.

STANDARD TERMS AND CONDITIONS OF SALE

READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY. BY ORDERING PRODUCTS FROM DLX ENTERPRISES, LLC, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF SALE.

Parties

The terms “we”, “us”, and “Seller” as used herein refer to DLX Enterprises, LLC (aka Deployed Logix). The terms “you” and “Purchaser” refer to the persons or entities whose names appear on the applicable invoice or purchase order to which these Terms and Conditions of Sale apply. Seller and Purchaser are sometimes referred to collectively herein as the “Parties”; and each as a “Party”.

Payment Terms

Terms to be specified on a case by case basis and we reserve the right to change our payment terms at any time with 30 days written notice. All credit card payments will be charged a 3% processing fee. If the credit card is American Express it will be charged a 5% processing fee on the total payment.

Late payments are subject to a late fee of 1.50 percent (1.5%) per month. In addition, if you fail to make any payment as and when due, you agree to pay any costs of collection, including reasonable attorney fees, which may be incurred by us. We may recover those amounts by any means permitted by law.

Shipping; Risk of Loss

Unless otherwise provided in the applicable invoice or purchase order, or agreed in writing by the Parties, delivery is FOB Seller's place of business. A tracking number will be sent to the email associated with the applicable invoice or purchase order on the day the goods are due to ship. Seller will not be responsible or liable for any shipping delays or any damage to the product(s) that occurs while being shipped. If damage occurs in route, you agree to pursue redress only through the carrier or carriers charged with delivery. Purchaser will pay shipping charges as part of the purchase price to Seller, who will pay the carrier charged with delivery.

Change Orders

If you wish to change the delivery schedule, features, scope, or any other material term of sale (including without limitation the terms or schedule for any installation), you must contact us via email to request a change order (“Change Order”) referencing the applicable invoice(s) or purchase order(s) and setting forth the specific changes requested. The Change Order will amend the terms of the applicable invoice(s) or purchase order(s) pursuant to its terms on execution by both Parties. The Parties may informally agree to changes or modifications, but the Parties agree that such changes will not be enforceable unless they are recorded in a written adjusted Purchase order. You acknowledge and agree that any changes will be subject to additional cost.

International Orders

Orders shipped outside of the United States may be subject to import taxes, customs duties and fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches the recipient's country. All such taxes and additional charges for customs clearance must be fulfilled by the recipient.

Customs policies vary widely; you should contact your local customs office for more information. When customs clearance procedures are required, it can cause delays beyond our original delivery estimates.

Return Policy

- All sales are final as each product is custom fit for the customer's needs.

Warranty Terms

There is a three (3) year warranty on all Shelter parts (shelter vinyl and fabric, aluminum frames, lamps, wiring harness) against defects in material or workmanship. Component manufacturer's warranty may exceed that of Deployed Logix. No warranty is made or implied regarding the intended use of the product. Warranty does not cover damage caused by abuse, misuse, neglect, or improper care by the end user in the application of the Deployed Logix products. Deployed Logix will repair or replace any component deemed to be faulty from manufacture in the most efficient and timely means available to Deployed Logix.

Assumption of Risk; Waiver of Claims

Purchaser acknowledges that there are certain risks associated with the use, installation, ownership, and/or possession of our product(s) which cannot be entirely mitigated or avoided despite the exercise of caution, including, without limitation, the risks of personal injury, death, and property damage. Purchaser expressly and voluntarily assumes all such risks and liabilities. Further, Purchaser, on its own and on behalf of its heirs, assigns and successors in interest, now and forever waives, releases, and discharges Seller and its members, officers, employees, agents, successors, and assigns from any and all claims, losses, expenses, damages, liabilities, injuries, and causes of action of any nature, including, but not limited to, personal injury, wrongful death, and property damage, that may in any manner arise from or be related to the use, installation, ownership, and/or possession of any product(s) purchased from Seller.

Indemnification; Limitation on Liability

Purchaser shall indemnify, defend, and hold harmless Seller and its members, officers, employees, agents, successors, and assigns from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) arising from or occurring as a result of (a) Purchaser's breach of any representation, warranty, covenant or obligation set forth herein or (b) the use, installation, or possession by Purchaser of any product(s) sold by Seller, including without limitation to the extent any property damage, personal injury or death results therefrom, except to the extent caused by Seller's gross negligence or willful misconduct. The provisions of this paragraph shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.

In no event shall Seller be liable for any indirect, special, or consequential loss or damages arising from Purchaser's use of the Product, including, but not limited to, loss profits and loss revenue, even if informed of the possibility of such damages.

Intellectual Property

Seller shall retain ownership of all Intellectual Property Rights associated with any and all products it sells to Purchaser, including but not limited to all design and engineering work. "Intellectual Property Rights" means any and all design, engineering, inventions, materials, know-how, trade secrets, technology, formulas, processes, ideas, or other discoveries conceived or reduced to practices, whether patentable or not, also including without limitation patent, copyright, trademark, service mark, trade secret, moral, and contract rights in any country or jurisdiction in the world and all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues of them now or hereafter in force.

Purchaser represents and warrants to Seller that it owns or has a valid license and right to use and reproduce any trademarks, service marks, logos, and copyrighted material which are incorporated into the product(s) at Seller's direction or request, and that the incorporation of any such trademarks, service marks, logos, and copyrighted material does not infringe upon the Intellectual Property Rights of any other entity or person.

Independent Contractors

Nothing contained in herein shall be construed as creating a joint venture, partnership or employment relationship between the Parties; rather, the Parties at all times shall be independent contractors vis-à-vis one another.

Miscellaneous

No failure of Seller to exercise or enforce any of its rights hereunder shall act as a waiver of subsequent breaches by Purchaser; and the waiver of any breach shall not act as a waiver of subsequent breaches. Seller's acceptance of payment with knowledge of a default by Purchaser shall not constitute a waiver of any breach. The invalidity of any term or provision of these Terms and Conditions of Sale shall not affect the validity of any other provision. These Terms and Conditions of Sale, together with all applicable invoices and purchaser orders, constitute the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting, or additional communications; provided, however, that to the extent any provision of these Terms and Conditions of Sale conflicts with any term set forth in an applicable invoice or purchase order, the terms set forth in the applicable invoice or purchase order shall control. These Terms and Conditions of Sale can only be modified by a written amendment signed by the Party against whom enforcement of such modification is sought. No modification of these Terms and Conditions of Sale shall be valid unless it is in writing and is signed by all of the Parties. These Terms and Conditions of Sale shall be interpreted and enforced according to the laws of the State of Oregon. Should any action be filed to enforce or interpret any provision hereof, it is agreed that venue of such action shall lie exclusively in any court in Lane County, Oregon having jurisdiction of the subject matter, and that the parties are subject to personal jurisdiction in Lane County, Oregon. Purchaser agrees to pay any costs of collection incurred by Seller, including reasonable attorney fees, regardless of whether an action is filed. In any proceeding to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover from the losing Party reasonable attorney fees, costs, and expenses incurred by the prevailing Party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.

North Carolina Sheriffs' Association Contract Award Agreement

Fire/EMS/Law Enforcement Specialty Vehicles Procurement Program Bid 25-05-0521

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its nationwide competitive award for Fire/EMS/Law Enforcement Specialty Vehicles. All local government units are eligible to utilize this competitively bid contract while keeping with their local governing purchasing ordinances. Bid 25-05-0521 will be effective June 18, 2024 through June 17, 2025.

Congratulations, your company has been included on the Association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your company's bid for Solicitation Number 25-05-0524, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.



Signature of Authorized Representative

Erik Parrish, CFO

Printed Name of Authorized Representative

DLX Enterprises LLC dba Deployed Logix

Contractor/Vendor Name (Please Print)

June 18, 2024

Date



Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

June 18, 2024

Date



MEETING DATE: January 21, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Supervisory Control and Data Acquisition (SCADA) Instrumentation Maintenance services, as requested by Columbia Water on May 2, 2024. Award to CITI, Inc., in an amount not to exceed \$185,440.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date five (5) months from commencement and the option to renew for five (5) additional one-year periods. This firm is located in Charlotte, NC.

REQUISITION NO.: R227672, R232149

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Lake Murray Water Plant - Professional Services (5516207-636600) \$19,320.00, Utilities Columbia Canal Water Treatment Plant - Professional Services (552206-636600) \$19,320.00, Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200) \$146,800.00. The original budget amount is \$185,440.00.

CLEAN WATER 2020?: No

There was one (1) submittal to RFP008-24-25-KDD SCADA Instrumentation Maintenance

ATTACHMENTS:

- **#a:** Memo.MT9855.CITIServices.RFP008-24-25-KDD (PDF)
- **#b:** Final.Contract.CITIInc.RFP008-24-25-KDD (PDF)



Lake Murray Water Plant/Utility Operations
102 Rocky Point Road | Columbia, SC 29212 | (803) 781-2181

DATE: January 13, 2025

TO: **Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager**

FROM: **Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. William Frank Eskridge, Director of Utility Operations
Mr. Jeff Palin, Assistant City Manager/Chief Financial Officer**

RE: **Recommendation for Approval: Recommendation for Approval:
Agreement for Professional Services with CITI, Inc. for SCADA Integration
and Maintenance Services**

The City of Columbia's Supervisory Control and Data Acquisition (SCADA) systems are critical for ensuring the efficient and reliable operation of our water and wastewater treatment facilities. These systems allow for real-time monitoring and control of processes, facilitating the delivery of safe, high-quality water to our community.

In response to operational needs and to address ongoing maintenance and integration requirements, the City of Columbia issued a Request for Proposals (RFP008-24-25-KDD) on November 19, 2024, seeking qualified firms for SCADA integration and maintenance services. Approval was granted to move forward with establishing a contract with CITI, Inc.

Scope of Services:

CITI, Inc. will provide comprehensive SCADA integration and maintenance services, including:

- Real-time monitoring and control systems upgrades.
- Preventative maintenance and emergency repair services.
- Cybersecurity enhancements and system hardening.
- Field instrumentation calibration and network support.

ColumbiaSCWater.Net



- Implementation of High-Performance HMI standards to optimize system usability and efficiency.

CITI, Inc. brings nearly 30 years of expertise in municipal and industrial automation and has demonstrated exceptional qualifications through prior projects, including work for Columbia's Metro Wastewater Treatment Plant and the Lake Murray Water Treatment Plant. Their local presence and proximity to Columbia facilities ensure prompt and efficient service delivery.

Contract Terms:

The proposed contract includes a fixed contract of \$185,440.00 with an initial term of five (5) months, effective February 1, 2025 through June 30, 2025; and annual fixed contract of \$445,056.00 effective July 1, 2025, renewable for five (5) additional one year periods upon mutual agreement. Funding for these services will be allocated from the O&M budgets of the Canal Water, Lake Murray Water, and Metro Wastewater Treatment Plants.

Justification:

Maintaining and upgrading our SCADA systems is essential to:

- Enhance operational efficiency and reduce downtime.
- Address increasing cybersecurity threats.
- Ensure compliance with state and federal regulations.
- Support the City's growth and evolving infrastructure needs.

If you have any questions or concerns, please do not hesitate to contact our office.



CONTRACT FOR PROFESSIONAL SERVICES

This Contract awarded under procurement method RFP008-24-25-KDD SCADA Instrumentation Maintenance.

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 CITI, Inc., (hereinafter referred to as the “Contractor”), to perform integration and maintenance services of the Supervisory Control and Data Acquisition (SCADA) and instrumentation systems for the City of Columbia, SC.

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

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

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of five (5) months, through June 30, 2025, with the option to renew or continue with work for five (5) additional one (1) year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract 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 Contractor under this Contract shall not exceed One Hundred Eight-Five Thousand, Four Hundred Forty Dollars and No/100 (\$185,440.00).

- B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)
1. The Contractor is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
 3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
 4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
 6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Contractor or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Contractor must comply with the affirmative action terms and conditions as outlined herein. The Contractor, shall in the performance of the Contract, 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 Contract, the subcontracting goals are as follows:

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

The Contractor will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Contract, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) **Non-applicable** – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

The Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

- A. The Contractor shall procure and shall maintain during the life of this Contract, 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 Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is subcontracted, the Contractor shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

General Liability: The Contractor shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subconsultant of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or

injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. **PERMITS & LICENSES**

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractor s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.
- C. The Contractor shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Contractor shall procure a City of Columbia business license while performing services under this Contract.

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

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

The Contractor is expected to make Contractors services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Contractor has provided a list of all of

its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract at any time upon any of the following grounds:
 - A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
 - B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after 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 Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

CITI, Inc.
SCADA Instrumentation Maintenance

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
Email: procurement@columbiasc.gov

CITI, Inc.

Name: Mario Gonzalez
Title: Regional Vice President
Address: 4030 Yancey Road
Charlotte, NC 28217
Phone: (704) 969-2484
Email: mario@citi-inc.com

16. CONSENT DECREE - Non-Applicable

- A. The services performed by the Contractor pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Contractor by the City and is incorporated by reference herein. The Contractor shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Contractor shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Contractors possession or control that relate in any manner to the Contractors performance under this Contract ("Preserved Documents"). Upon the Contractors performance of all services required under this Contract, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Contractor shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Contractors rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Contractor agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Contractor that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent

Decree. The City reserves all other remedies available for the Contractors failure to perform pursuant to the Contract.

- E. The Contractor shall perform the services pursuant to this Contract using sound Contracting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Contractor.
The Contractor shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Contract, 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 Contract, if any, shall not be construed against the City.
- E. This Contract 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 Contract 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 Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both 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 Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.

- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, 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 Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

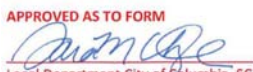
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

APPROVED AS TO FORM

Legal Department City of Columbia, SC
1/9/2025

CITI, INC.

Print: Name/Title

Signature

Date:

(Corporate Seal)

Attest

Signature

Date:

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A - SCOPE OF WORK

1. Licenses and Certifications.

Contractor shall be registered with the South Carolina Secretary of State's Office.

The City of Columbia requires every person or business engaged in or intending to engage in any calling, business, occupation or profession, in whole or in part, within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. A valid City of Columbia Business License must be in place prior to issuance of a Notice to Proceed and valid City of Columbia Purchase Order. Business License inquiries, requirements, and application can be accessed at: <https://businesslicensing.columbiasc.gov/>

2. Project Specific Licenses and Certifications

Project Specific Licenses and Certifications incorporated by reference from RFP008-24-25-KDD SCADA Instrumentation Maintenance.

3. Special Standards of Responsibility

The awarded Certified Controls System Technician (CCST), as defined by the International Society of Automation, must reside within 50 miles of the specific plant they are providing services.

Contractor must have a UL listed manufacturing facility located within 100 miles of the specific plant they are providing services for.

The Contractor must comply with the project management requirements of the Clean Water 2020 Program.

The Contractor must within 15 days of contract award, read and become familiar with the Consent Decree (33TUCivil Action No. 3:13-2429-TLWU33T) and its requirements for firms and contractors assisting with the City and CW 2020 with compliance and reporting activities.

4. Project Specific Scope of Services

The Contractor must provide support to the City for monitoring and some controls throughout the treatment plants with PLC (Programmable Logic Controller) control panels interconnected with a fiber optic network. The PLC's are located by plant as follows:

Columbia Canal & Lake Murray Treatment Plants	103 total
Columbia Canal	36 on site
Lake Murray	27 on site
Remote	40
Metro WWTP 63 Total	
MWWTP	44 on site
Remote	19

Instrumentation and Control (I & C) system components are provided within the Columbia Canal Water Treatment Plant, the Lake Murray Water Treatment Plant, and Metro WWTP. Some remote pumping and monitoring stations utilize a hybrid of 900 MHz MAS licensed frequencies with master radios located on elevated tanks or towers and cellular telemetry masters to communicate with the remote site Remote Terminal Units (RTUs).

The City reserves the right to increase or decrease the number of on-site and/or remote control panels.

Contractor assigned staff shall not be considered an employee of the City of Columbia.

Contractor assigned staff shall perform the following tasks and are applicable to all plant locations:

- A. Routine maintenance, City directed changes and troubleshooting of, which includes but is not limited to, control systems, networks, operator interface components, SCADA system hardware and software, and Tier 2 SCADA application. This includes network and cyber security measures, software patching, and updating.
- B. Routine maintenance and testing of remote site communication systems, which includes but is not limited to, spread spectrum radio, cellular communications, and associated telemetry systems, ensuring their security and functionality.
- C. Preventative maintenance and calibrations of field instruments per the manufacturer's recommendations. The preventative maintenance and calibrations shall include, but not be limited to, necessary adjustments and cleaning.
- D. Support to the City for monitoring and some controls throughout the treatment plant with on-site PLC (Programmable Logic Controller) control panels interconnected with a fiber optic network. This includes ensuring the security and functionality of hardware used to support the SCADA network.
- E. Provide knowledge and expertise in the use of 4G and 5G cellular technology in order to maintain the telemetry system securely.
- F. Provide labels which shall be attached to each controller and sensors when they are calibrated. The label shall include, but not be limited to the date and time when the work was performed and the name of the technician who performed the task.
- G. Training of City staff on the maintenance, calibration, and operation of instruments that the Contractor is responsible for replacing, emphasizing network security protocols and procedures.
- H. Provide response to reported emergencies from City staff within 2 hours upon receiving notification by either repairing, calibrating, or submitting a request for replacement to the City.
- I. Provide assistance to the City with recovery of the system after SCADA system failures due to computer system hardware failures, software failures, RTU and PLC component failures, lighting, vandalism, floods, etc., ensuring network security measures are in place during recovery.
- J. Provide supplemental training for plant personnel on the Human Machine Interface (HMI) software product, PLC programming, instrumentation repairs or calibrations, or other training related to the overall SCADA and instrumentation system, incorporating network security best practices.
- K. Provide implementation and adherence to internal quality assurance and quality control (QA/QC) procedures, ensuring network security measures are integrated into all processes. The Contractor must ensure work performed by subcontractors meets or exceeds established quality control and assurance procedures.
- L. Without assistance of City personnel and at Contractor expense, familiarize themselves with the instrumentation and controls (I&C) at the plant, including remote stations, telemetry systems, PLCs, SCADA servers, networks, programming, and hardware standards, radio communications, and cellular telemetry. This process shall be completed within 45 days after the award of the contract. Following this independent assessment, the Contractor must provide a schedule of calibration, maintenance, and recommended repairs. The schedule shall include recommended monthly, weekly, and daily activities and shall be submitted to the City for review, with a focus on network security enhancements.

- M. Provide mobile devices and software for the instrumentation technicians to digitally capture equipment calibration data in the field for input to the City's CMMS (Computerized Maintenance Management System). The cost of the devices and software shall be the responsibility of the Contractor, with a focus on ensuring the security of data transmission.
- N. Provide maintenance and services for, but not limited to, the following instruments and control system components, with a focus on implementing and maintaining network security measures:
 - a. Flow, pressure, level, pH, dissolved oxygen, ammonia, total residual chlorine, suspended solids, etc.
 - b. Programmable logic controller based control panels and remote terminal units
 - c. In-plant and distribution system communication network, including but not limited to, fiber optic, Ethernet, licensed frequency spread spectrum radio, cellular communications, and remote access monitoring system maintenance.
 - d. Control logic and programming for control equipment, including but not limited to, chemical feed and pumping units.
 - e. SCADA system hardware and software.
- O. Provide an annual Cyber-Security network penetration testing and provide the City with the data and analysis.

Repair Parts and Instrument Repairs

When the replacement of components or equipment is required, the Contractor should utilize spare parts from the City's inventory, whenever possible. Components or parts not in the inventory may be obtained by the Contractor as an extra billable item separate from this contract. The Contractor will need to submit a quote for the components or parts to the Project Manager or designee. The quote will be reviewed, and if acceptable and approved, a separate purchase order from the City will initiate the delivery of goods. After the delivery, an itemized bill of all the goods received will be required. The City of Columbia reserves the right to request a quote from others if in the best interest of City. Service reports as described below, will include details of any spare parts used. This will allow for the City to replace inventory as necessary.

Reports

The Contractor shall maintain a daily timesheet which correlates with the work as directed by the City. These timesheets shall be submitted by the 15th of the following month. (If the 15th falls on a non-business day, documentation must be submitted the next business day). The Contractor must provide supporting justification for expenditures with monthly invoices for payment.

The Contractor shall maintain accurate records of activities conducted at the plant, including but not limited to, instrument and control system component location, operating status, date of last maintenance, date of last calibration, replacement date, and a description of all work performed.

The Contractor must submit written weekly reports of activities completed during that period shall be submitted by Wednesday of the following week to the City.

The Contractor shall supply a monthly summary of instrument and control (I&C) system component status. This report shall be submitted to the City by the 15th of the following month. (If the 15th falls on a non-business day, documentation must be submitted the next business day).

Reports shall be submitted for each plant separately.

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES

Columbia Canal and Lake Murray Treatment Plants:

Contractor will provide one (1) site technician for 16 hours per week, one (1) software programmer for eight (8) hours per month, and one (1) project manager for eight (8) hours per month. The City reserves the right at any time to increase or reduce the number of staff members hired or hours worked under this contract.

Contractor shall perform activities during regular working hours (7:00 am to 5:30 pm (ET)) Monday and Tuesday, except on designated City holidays or as directed through emergency services, maintaining network security protocols.

Metro Wastewater Treatment Plant (WWTP):

Contractor will provide two (2) full time site technicians, one (1) software programmer for eight (8) hours per month, and one (1) project manager for eight (8) hours per month. The City reserves the right at any time to reduce the number of staff members hired or hours worked under this contract.

The Contractor shall perform the activities described within this document during normal working hours (7:00 am to 5:30 pm) Monday to Friday, except on City Holidays or as directed through emergency services. The Contractor onsite staff must work a forty (40) hour workweek composed of four (4) ten (10) hour days. (Note: The schedules of the two full time contractor technicians will be interleaved to ensure a contract technician is present at the plant five days per week.)

Columbia Canal and Lake Murray Treatment Plants

Position Title	Annual Hours*
Site Technician	832
Software Programmer	96
Project Manager	96

Metro Wastewater Treatment Plant

Position Title	Annual Hours*
Site Technician	4160
Software Programmer	96
Project Manager	96

*The Annual Hours do not guarantee that hours will be authorized to contractor staff. All work is to be assigned on a when and as-needed basis and may vary significantly from estimated quantities and location.

Note Regarding On Call Services:

As part of the after-hour service program, Contractor will keep one technician on-call every other week, available and ready to respond within 3 hours to emergency situations. To maintain a technician on-call, we will apply a standby charge of \$9.00 per hour while the technician is on-call for any time outside of normal working hours, including holidays. A Field Activity Report will be provided for each service call received. Services will be billed on a monthly basis.

EXHIBIT C - COMPENSATION / STAFF HOURLY RATES

Year 1 – 5 Month Term (Initial Term of Contract)

Columbia Canal and Lake Murray Treatment Plants

Position Title	Hourly Rate	Annual Hours*	Annual Total	Monthly Total	Year 1 Total
Site Technician	\$ 78.00	832	\$ 64,896.00	\$ 5,408.00	\$ 27,040.00
Software Programmer	\$ 135.00	96	\$ 12,960.00	\$ 1,080.00	\$ 5,400.00
Project Manager	\$ 155.00	96	\$ 14,880.00	\$ 1,240.00	\$ 6,200.00
		Grand Total	\$ 92,736.00	\$ 7,728.00	\$ 38,640.00

Metro Wastewater Treatment Plant

Position Title	Hourly Rate	Annual Hours*	Annual Total	Monthly Total	Year 1 Total
Site Technician	\$ 78.00	4160	\$ 324,480.00	\$ 27,040.00	\$ 135,200.00
Software Programmer	\$ 135.00	96	\$ 12,960.00	\$ 1,080.00	\$ 5,400.00
Project Manager	\$ 155.00	96	\$ 14,880.00	\$ 1,240.00	\$ 6,200.00
		Grand Total	\$ 352,320.00	\$ 29,360.00	\$ 146,800.00

Years 2 – 6 (Annual Renewal Terms)

Columbia Canal and Lake Murray Treatment Plants

Position Title	Hourly Rate	Annual Hours*	Annual Total
Site Technician	\$ 78.00	832	\$ 64,896.00
Software Programmer	\$ 135.00	96	\$ 12,960.00
Project Manager	\$ 155.00	96	\$ 14,880.00
		Grand Total	\$ 92,736.00

Metro Wastewater Treatment Plant

Position Title	Hourly Rate	Annual Hours*	Annual Total
Site Technician	\$ 78.00	4160	\$ 324,480.00
Software Programmer	\$ 135.00	96	\$ 12,960.00
Project Manager	\$ 155.00	96	\$ 14,880.00
		Grand Total	\$ 352,320.00

*The Annual Hours do not guarantee that hours will be authorized to contractor staff. All work is to be assigned on a when and as-needed basis and may vary significantly from estimated quantities and location.

All pricing provided by contractor includes all costs for performing the work associated with price. Except as otherwise provided in RFP008-24-25-KDD, contractor's price shall be fixed for the duration of this contract, including option year terms.

Additional Hourly Rates			
	Site Technician	Software Programmer	Project Manager
Overtime	\$ 117.00	\$ 202.50	\$ 232.50
Holiday	\$ 117.00	\$ 202.50	\$ 232.50
Weekends	\$ 117.00	\$ 202.50	\$ 232.50

On-Call Hourly Rates			
	Site Technician	Software Programmer	Project Manager
Standard	\$ 120.00	\$ 205.00	\$ 235.00
Overtime	\$ 120.00	\$ 205.00	\$ 235.00
Holiday	\$ 120.00	\$ 205.00	\$ 235.00
Weekends	\$ 120.00	\$ 205.00	\$ 235.00

Note Regarding On Call Services:

As part of the after-hour service program, Contractor will keep one technician on-call every other week, available and ready to respond within 3 hours to emergency situations. To maintain a technician on-call, we will apply a standby charge of \$9.00 per hour while the technician is on-call for any time outside of normal working hours, including holidays. A Field Activity Report will be provided for each service call received. Services will be billed on a monthly basis.

STAFF HOURLY RATES

Firm Name: CITI, Inc _____

HOURLY RATES

Please provide hourly rates for all personnel assigned to the project and for all categories of personnel expected to be assigned to the project.

Principal	_____ \$155 _____ / hour
Project Manager	_____ \$155 _____ / hour
Site Technician	_____ \$78 _____ / hour
Software Programmer	_____ \$135 _____ / hour
Wonderware Application Developer:	_____ \$135 _____ / hour
Hirschmann Industrial Network Professional:	_____ \$135 _____ / hour
Certified Automation Professional:	_____ \$135 _____ / hour
Ignition Gold Certified Developer:	_____ \$135 _____ / hour
Aveva Historian Developer:	_____ \$135 _____ / hour
Certified Ethical Hacker:	_____ \$135 _____ / hour
Certified Ubiquiti Engineer:	_____ \$135 _____ / hour
Other:	_____ / hour
Other:	_____ / hour

Additional staff and categories can be added if not already listed.

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) / SAM.gov Unique Entity ID & CAGE # (Required)	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)
N/A				N/A %		
N/A				N/A %		
N/A				N/A %		
N/A				N/A %		
N/A				N/A %		
N/A				N/A %		

Key: Minority/Women Owned Business Enterprise Association Code**AF** – Asian American Female**AM** – Asian American Male**BF** – African American Female**BM** – African American Male**FB** – Non-Minority Female Owned**HF** – Hispanic American Female**HM** – Hispanic American Male**NF** – Native American Female**NM** – Native American Male**COMBINED TOTAL SUB AMOUNT \$** 0**TOTAL CONTRACT AMOUNT: \$** 0

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

Business Name: CITI, Inc

Representative Name/Title: Leo Jurado / President

Date: 12/17/24



MEETING DATE: January 21, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #3 for Project SS753901; Major Sewer Pipe Rehabilitation Project, as requested by Columbia Water on December 10, 2024. Award to Black and Veatch Corporation in the amount of \$245,800.00. The current term of the contract ends on September 9, 2025. This firm is located in Columbia, SC.

REQUISITION NO.: R205424

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects – Major Sewer Pipe Rehabilitation (5529999-SS753901-658650). The original budget amount is \$5,044,695.00. The budget amount for this amendment is \$245,800.00. The revised budget amount is \$5,290,495.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Built Infrastructure

PURPOSE:

This is a Mentor Protégé Project. Black and Veatch is the Mentor and will provide additional design services at 55.25% (\$135,800.00) of the amendment amount. Highfill Infrastructure Engineering, PC of Columbia, SC is the protégé and will assist with design and construction phase services at 44.75% (\$110,000.00) of the amendment amount.

ATTACHMENTS:

- **#a:** SS753901 PM Memo Request for Approval CA#3 (PDF)
- **#b:** PO Mod SS753901 Major Sewer Pipe Rehab. P186005 C000148 (PDF)
- **#c:** SS753901 Justification CA#3 (PDF)
- **#d:** CA#3 SS753901 Major Sewer Pipe Rehab Black Veatch (PDF)

- #e: SS753901_IPA OBO _ Dec 2024 (002) (PDF)
- #f: SS753901 Amendment Details_CA#3_Nov 2024 (PDF)
- #g: SS753901 Location Map (PDF)



TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: January 21, 2025

SUBJECT: Recommendation for Approval
Amendment No. 3 – Black & Veatch
SS753901 – Major Pipe Rehab

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment No. 3 with Black & Veatch to provide funding for additional design modifications due to easement acquisition issues. The amount of Contract Amendment No. 3 is \$245,800.00.

The purpose of this project is to assist the City of Columbia in the rehabilitation of large diameter gravity sewer (15-inch and greater) using various rehabilitation methods including Cured-In-Place (CIPP), Geopolymer and Pipe Bursting. The services performed as a part of this Scope of Service include design, permitting, and construction services for the rehabilitation of the sewers as outlined in the original contract and previous contract amendment #2. Additional design modifications are needed due to easement acquisition issues and additional time is required due to project delays related to construction funding availability, hence a time extension is also requested.

This Project is a Clean Water 2020 project directly related to CD requirement with Consent Decree clauses with no Liquidated Damages.

If you have questions or concerns, please do not hesitate to contact our office.



CITY OF COLUMBIA
DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd FLOOR, COLUMBIA, SC 29201
OFFICE: 803-545-3470 FAX: 803-733-8408
procurement@columbiasc.gov

Justification/Determination for Requested Amendment/Change Order

[Amendment/Change Order] #3 – [Black & Veatch] SS753901 [Major Pipe Rehab]

(Check all applicable boxes below and attach Amendment with supporting documentation)

Change(s) to Scope of Work/Services due to:

- ☐ Unforeseen Work Discovered during performance
- ☐ Additional Work Identified to avoid future costly repairs
- ☒ Alterations/Change(s) to Architectural Design
- ☐ Additional Goods, Parts, Equipment, Supplies, etc.
- ☐ Force Majeure or Other Reasons beyond the Owner/Contractors control

Change(s) to Compensation due to:

- ☒ Original Cost Estimate/Projection Inadequate for Full Contract Period
- ☐ Market Conditions/Increase in Material & Supply Costs, Supply Chain Issues, etc.
- ☐ Staffing, Capacity and Other Resource Limitations requiring cost adjustments
- ☒ Unforeseen Additional Requirements

Renewal and Extensions due to:

- ☐ Exercising Right to Renew per Original Contract/Agreement
- ☒ Requesting Extension outside of Original Contract/Agreement
- ☐ Time Only – No Cost Change
- ☐ Add/Deduct for Final Contract Closeout Purposes

Other Change(s) not identified above:

- ☐ Administrative Only Change
- ☐ Subconsultant/Subcontractor Change
- ☐ Other Reasons not identified above (attach details)

 Signature of Project Manager or Authorized Designee

 Date

 Signature of Purchasing Agent or Deputy Director

 Date

Contract Amendment #3

SS753901 Major Sewer Pipe Rehabilitation Project

~~Black and Veatch~~ Corporation

RFQ011-16-17-NMJ

December 23, 2024

Black & Veatch

Black & Veatch

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and ~~Black and Veatch~~ Corporation (Engineer) dated September 4, 2020 (Agreement) to extend the agreement from September 10, 2025 to October 2, 2029 and provide funding for additional design modifications due to easement acquisition issues.

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 September 9, 2020 to September 9, 2025; Purchase Order# P186005):	\$3,735,445.00
Amendment #1 (Project Name Change; Purchase Order# P186005):	\$0.00
Amendment #2 (Funding Increase; Purchase Order# P186005):	\$1,309,250.00
Current Contract Total:	\$5,044,695.00
This Change Amendment #3 (Funding Increase; Time Extension from September 10, 2025 to October 2, 2029; Purchase Order# P186005):	\$245,800.00
Revised Contract Amount:	\$5,290,495.00

This Change is Acceptable:**Name of Firm**

~~Black and Veatch~~ Corporation
Black & Veatch

William J. Wells, Vice President

Print Name

Signature

1/8/2025

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

1/6/2025

COST CHANGE AMENDMENT DETAILS

Contract Amendment #3 Major Sewer Pipe Rehabilitation Project CIP NUMBER: SS7539

I. SCOPE ADDITION/DELETION

Black & Veatch (CONSULTANT) will provide the Scope of Services as described in the scope of services included in the Agreement between the City of Columbia (CITY) and Consultant dated September 9, 2020 and Contract Amendment #2 dated May 21, 2021 for the named project.

This Contract Amendment proposes a four (4) year time extension based on the updated prospective bid year for each project group provided by CW2020 and an increase in Contract Value for Task 100 – Evaluation and Project Administration, Tasks 600 – Permits and Property, Task 700 – Bidding and Award, and Task 1100 – Contingency for Additional Services.

Task 100 – Evaluation and Project Administration

Additional project administration includes but is not limited to efforts associated with the following items:

- General Project Management and Administration.
- Development of Trend Log to identify potential tasks and associated hour estimates.
- Revision to schedule for each project group.

Task 600 – Permits and Property

Additional permit efforts include review and revisions of prepared permit applications to incorporate any design changes resulting from easement exhibit acquisitions and from other changes to the design made after submittal and comment revisions on the 90% design plans.

Task 700 – Bidding and Award

The City anticipates the following revised bid years:

- Geopolymer Project Group - 2026 (original contract bid year 2022)
- CIPP Project Group – 2027 (original contract bid year 2023)
- Pipe Bursting Project Group – 2028 (original contract bid year 2023)

To account for cost escalation from the original contract bid year to the anticipated bid year for each project group, the original contract fee for Task 700 is being adjusted based on a 5% annual escalation.

SS7539 CA#3
November 26, 2024

Task 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- General project management tasks.
- Additional gravity sewer and manhole replacement above the limits included in Phase 1 of the Cured-In-Place Pipe Rehabilitation Project.
- Additional gravity sewer and manhole replacement above the limits included in Phase 1 of the Spray Applied Geopolymer Rehabilitation Project.
- Additional gravity sewer and manhole replacement above the limits included in Phase 1 of the Pipe Bursting Rehabilitation Project.
- Easement Exhibits required in addition to the one hundred eighty-six (186) previously prepared for the Major Sewer Pipe Rehabilitation Project. Additional exhibits will be paid for as stated in the following table. Unit prices include all tasks associated with these items in the scope as if they were originally included in the project scope. Unit price includes budget for up to two (2) revision requests per exhibit initiated by the City of Columbia Real Estate Department.

Service	Unit	Unit Price
Additional Exhibit	EA	\$2,000.00

- Revisions to any easement exhibit with greater than two (2) revision requests initiated by the City of Columbia Real Estate Department.
- Revisions to design plans for all project types resulting from easement revision requests initiated by the City of Columbia Real Estate Department.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Wetland Delineation outside original scope.
- Additional Construction Services beyond the hours and time allotted under Task 800 and Task 900 in this Scope of Services for the original Agreement and Contract Amendment #2.
- Flood Study or Flood Impact Analysis.
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the original Agreement and Contract Amendment #2.
- Coordination with SCDES to obtain permission to operate new piping and/or improvements not identified in Table 2 of the original Agreement or Contract Amendment #2.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant will 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. A list of potential tasks that have been identified and their associated Not to Exceed (NTE) estimates is provided in the table below.

Task Description	NTE Estimate
Scope change to remove Segment 24325MH_24326MH	\$1,000
Scope change to remove Segment 06679MH_06678MH	\$1,000
Scope change to remove Capital City Park group of segments	\$2,000
Additional design work associated with Segment 34785MH_27325MH with inverted siphon on Lincoln Street	\$14,500
Scope change to remove Segments 24218MH_24219MH, 24214_24213MH, 24213MH_24212MH, and 08221MH_21214MH	\$3,500
Specification revisions associated with changing manhole rehabilitation method from Epoxy to Calcium Aluminate	\$21,900
Design revisions for Segment 20941MH_20942MH	\$16,700
Revisions to Brandon Hills project group plan sheets based on easement revisions requested by City Real Estate	\$6,500
Additional revisions for outstanding easements (more than two (2) revision requests by City Real Estate)	\$110,000
Field survey for Riverbanks Zoo project group to provide requested power pole information and adding information to easement exhibits	\$16,900
Additional scope changes to remove segments or other modifications	\$11,000
Additional wetlands delineation necessary for temporary construction easements in the Brandon Hills and I-77 & Bluff Road project groups	\$10,000
Estimated NTE Total	\$215,000

II. COMPENSATION

The following changes to the SS7539 contract are recommended for this proposed amendment:

- Task 100 – “Evaluation and Project Administration” – \$7,400.00
- Task 200 – “Preliminary Planning, Investigation, Engineering and Alternative Analysis” – \$0
- Task 300 – “Survey and Utility Mapping” – \$0
- Task 400 – “Geotechnical Investigation” – \$0
- Task 500 – “Final Design” – \$0
- Task 600 – “Permits and Property” – \$14,900.00
- Task 700 – “Bidding and Award” – \$8,500.00
- Task 800 – “Engineering Services During Construction” – \$0
- Task 900 – “Full Time Construction Inspection” – \$0
- Task 1000 – “Project Closeout” – \$0
- Task 1100 – “Additional Services” – \$215,000.00

The new contract values based on the above recommended changes are presented below:

- Task 100 – “Evaluation and Project Administration” - \$480,290.00
- Task 200 – “Preliminary Planning, Investigation, Engineering and Alternative Analysis” - \$140,690.00
- Task 300 – “Survey and Utility Mapping” - \$616,085.00
- Task 400 – “Geotechnical Investigation” - \$103,205.00
- Task 500 – “Final Design” - \$1,360,975.00
- Task 600 – “Permits and Property” - \$107,620.00
- Task 700 – “Bidding and Award” - \$45,650.00
- Task 800 – “Engineering Services During Construction” - \$1,099,970.00
- Task 900 – “Full Time Construction Inspection” - \$850,000.00
- Task 1000 – “Project Closeout” - \$121,010.00
- Task 1100 – “Additional Services” - \$365,000.00
- Total - \$5,290,495.00

SS7539 CA#3
November 26, 2024

The new contract values based on the above recommended changes are presented below (Not-to-Exceed):

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Project Administration	\$348,220.00	\$124,670.00	\$7,400.00	\$480,290.00
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$108,400.00	\$32,290.00	\$0	\$140,690.00
Task 300	Survey and Utility Mapping	\$ 438,960.00	\$177,125.00	\$0	\$616,085.00
Task 400	Geotechnical Investigation	\$70,430.00	\$32,775.00	\$0	\$103,205.00
Task 500	Final Design	\$1,008,065.00	\$352,910.00	\$0	\$1,360,975.00
Task 600	Permits and Property	\$67,230.00	\$25,490.00	\$14,900.00	\$107,620.00
Task 700	Bidding and Award	\$23,540.00	\$13,610.00	\$8,500.00	\$45,650.00
Task 800	Engineering Services During Construction	\$845,020.00	\$254,950.00	\$0	\$1,099,970.00
Task 900	Full Time Construction Inspection	\$630,000.00	\$220,000.00	\$0	\$850,000.00
Task 1000	Project Closeout	\$95,580.00	\$25,430.00	\$0	\$121,010.00
Task 1100	Contingency	\$100,000.00	\$50,000.00	\$215,000.00	\$365,000.00
Total Fee		\$3,735,445.00	\$1,309,250.00	\$245,800.00	\$5,290,495.00

III. SCHEDULE

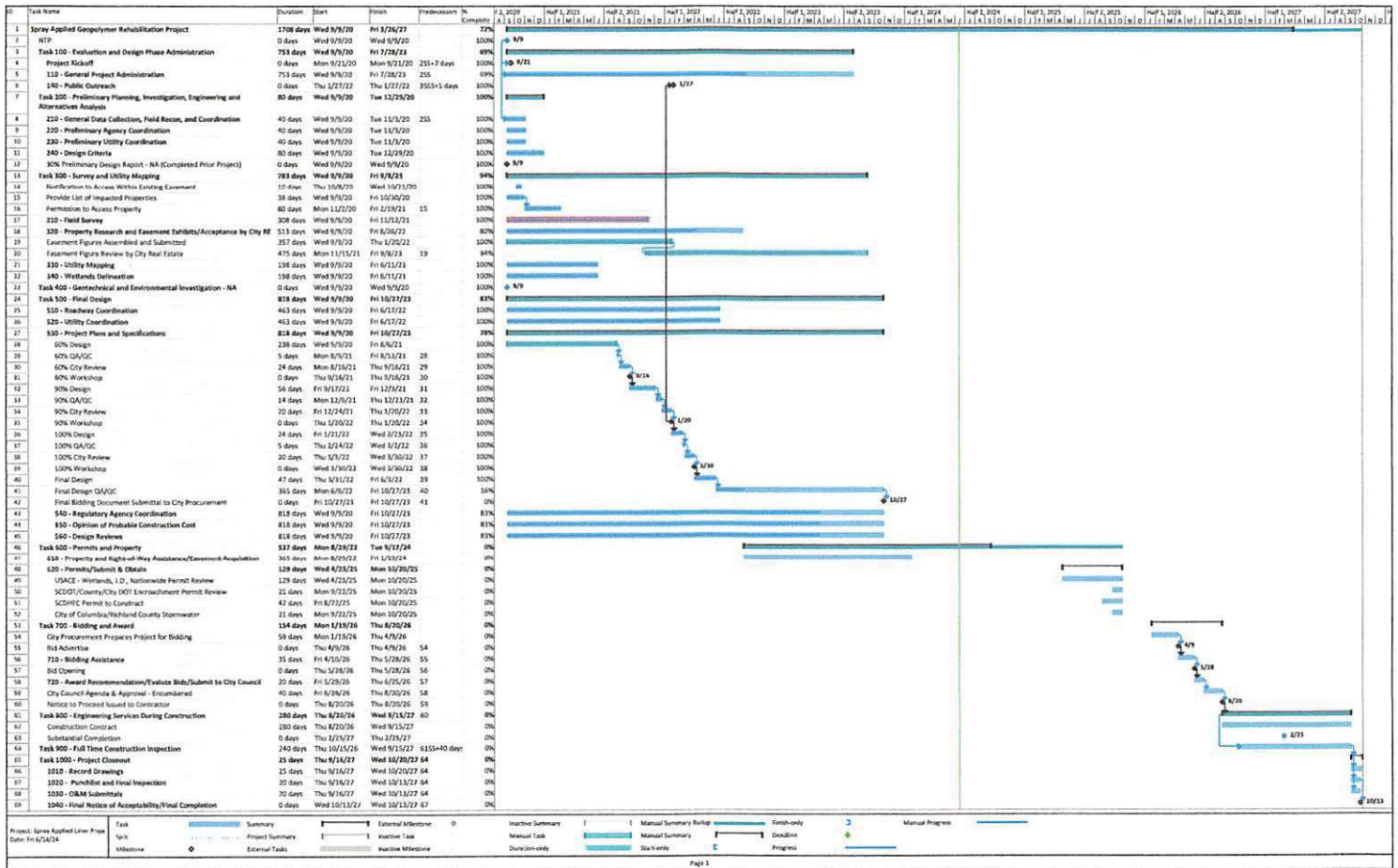
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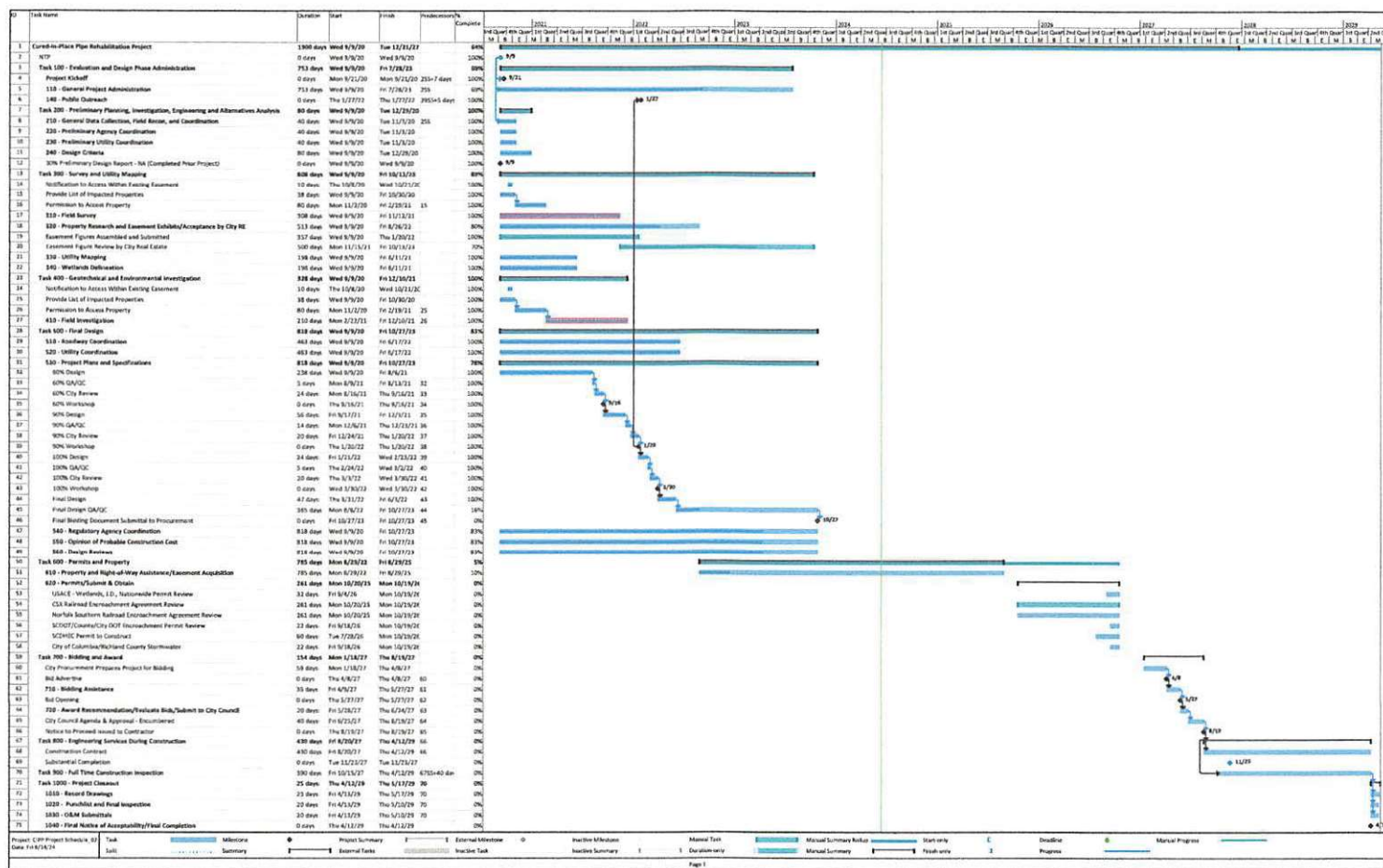
SS7539 CA#3
November 26, 2024

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Highfill Infrastructure Engineering (HIE) as a Protégé Firm, Bunnell-Lammons Engineering (BLE) as a sub-consultant Firm, for a Protégé percentage of 21.2% and total combined Protégé/Sub-consultant fee of 22.6%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will increase the Protégé participation from the original contract from 21.2% to 23.0%.

	Total Contract Amount	HIE Amount (Protégé)	% of Contract Amount	BLE Amount (Sub-consultant)	% of Contract Amount
Original Contract	\$3,735,445.00	\$794,550.00	21.2%	\$55,000.00	1.4%
CA#1	\$0.00	\$0.00	0.0%	\$0.00	0.0%
CA#2	\$1,309,250.00	\$313,175.00	23.9%	\$24,125.00	1.8%
This Amendment (CA#3)	\$245,800.00	\$110,000.00	44.8%	\$0.00	0.0%
New Total Contract Amount	\$5,290,495.00	\$1,217,725.00	23.0%	\$79,125.00	1.5%







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: *excluding contingency	\$ 3,735,445.00	\$ 2,885,895.00	77.26 %	\$ 794,550.00	21.27 %	\$ 55,000.00	1.47 %
CO# 1:	\$ 0	\$ 0	0 %	\$ 0	0 %	\$ 0	0 %
CO# 2:	\$ 1,309,250.00	\$ 971,950.00	74.24 %	\$ 313,175.00	23.92 %	\$ 24,125.00	1.84 %
CO# _____:	\$ _____	\$ _____	%	\$ _____	%	\$ _____	%
CO# _____:	\$ _____	\$ _____	%	\$ _____	%	\$ _____	%
CO# _____:	\$ _____	\$ _____	%	\$ _____	%	\$ _____	%
CO# _____:	\$ _____	\$ _____	%	\$ _____	%	\$ _____	%
This Change Order: (Increase)	\$ 245,800.00	\$ 135,800.00	55.25 %	\$ 110,000.00	44.75 %	\$ 0	0 %
Revised Contract: *excluding contingency	\$ 5,290,495.00	\$ 3,993,645.00	75.49 %	\$ 1,217,725.00	23.02 %	\$ 79,125.00	1.49 %

MPP Project #/Name: SS7539-Major Sewer Pipe Rehabilitation Project

Change Order #: 03 (Ex: 01, 02)

Change Order/Amendment Amount: \$245,800.00

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) : ☒ Yes ☐ No

Additional design modifications are needed due to easement acquisition issues and additional time is required due to project delays related to construction funding availability.

Change Order/Amendment Type:

- ☒ **Time Extension – New End Date:** October 2, 2029 (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)

N/A

- ☒ **Funding Increase – Amount** (Please continue on to questions A & B below)
- ☐ **Funding Decrease – Amount** (Please continue on to questions 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: \$110,000.00

- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Preparation and coordination of permit application submittals to appropriate regulatory agencies. Assistance with preparation of bid documents for advertisement. Easement exhibit revisions in response to requests from City Real Estate design plan revisions resulting from easement revisions.

- B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

N/A

5. Revised scope of work

Additional design modifications and easement exhibit revisions initiated during the easement acquisition process.

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 [Signature] (Mentor Firm) this 6 day of December 20 24.

By: Jonathan Ladd Title: Associate Vice President

Firm Name: Black & Veatch Corporation

EXECUTED by [Signature] (Protégé Firm) this 5TH day of December 20 24.

By: J. Ray Cox, PE Title: SR. VICE PRESIDENT

Firm Name: Highfill Infrastructure Engineering, PC

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase, time extension and revised work scope contract amendment. The original project contract amount was \$3,735,445.00. The original amount received by the protégé was \$794,550.00 or 21.27% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$5,290,495.00. The protégé will receive \$1,217,725.00 or 23.02% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 12th day of December, 20 24.

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.

COST CHANGE AMENDMENT DETAILS

Contract Amendment #3 Major Sewer Pipe Rehabilitation Project CIP NUMBER: SS7539

I. SCOPE ADDITION/DELETION

Black & Veatch (CONSULTANT) will provide the Scope of Services as described in the scope of services included in the Agreement between the City of Columbia (CITY) and Consultant dated September 9, 2020 and Contract Amendment #2 dated May 21, 2021 for the named project.

This Contract Amendment proposes a four (4) year time extension based on the updated prospective bid year for each project group provided by CW2020 and an increase in Contract Value for Task 100 – Evaluation and Project Administration, Tasks 600 – Permits and Property, Task 700 – Bidding and Award, and Task 1100 – Contingency for Additional Services.

Task 100 – Evaluation and Project Administration

Additional project administration includes but is not limited to efforts associated with the following items:

- General Project Management and Administration.
- Development of Trend Log to identify potential tasks and associated hour estimates.
- Revision to schedule for each project group.

Task 600 – Permits and Property

Additional permit efforts include review and revisions of prepared permit applications to incorporate any design changes resulting from easement exhibit acquisitions and from other changes to the design made after submittal and comment revisions on the 90% design plans.

Task 700 – Bidding and Award

The City anticipates the following revised bid years:

- Geopolymer Project Group - 2026 (original contract bid year 2022)
- CIPP Project Group – 2027 (original contract bid year 2023)
- Pipe Bursting Project Group – 2028 (original contract bid year 2023)

To account for cost escalation from the original contract bid year to the anticipated bid year for each project group, the original contract fee for Task 700 is being adjusted based on a 5% annual escalation.

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Task 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- General project management tasks.
- Additional gravity sewer and manhole replacement above the limits included in Phase 1 of the Cured-In-Place Pipe Rehabilitation Project.
- Additional gravity sewer and manhole replacement above the limits included in Phase 1 of the Spray Applied Geopolymer Rehabilitation Project.
- Additional gravity sewer and manhole replacement above the limits included in Phase 1 of the Pipe Bursting Rehabilitation Project.
- Easement Exhibits required in addition to the one hundred eighty-six (186) previously prepared for the Major Sewer Pipe Rehabilitation Project. Additional exhibits will be paid for as stated in the following table. Unit prices include all tasks associated with these items in the scope as if they were originally included in the project scope. Unit price includes budget for up to two (2) revision requests per exhibit initiated by the City of Columbia Real Estate Department.

Service	Unit	Unit Price
Additional Exhibit	EA	\$2,000.00

- Revisions to any easement exhibit with greater than two (2) revision requests initiated by the City of Columbia Real Estate Department.
- Revisions to design plans for all project types resulting from easement revision requests initiated by the City of Columbia Real Estate Department.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Wetland Delineation outside original scope.
- Additional Construction Services beyond the hours and time allotted under Task 800 and Task 900 in this Scope of Services for the original Agreement and Contract Amendment #2.
- Flood Study or Flood Impact Analysis.
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the original Agreement and Contract Amendment #2.
- Coordination with SCDES to obtain permission to operate new piping and/or improvements not identified in Table 2 of the original Agreement or Contract Amendment #2.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant will 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. A list of potential tasks that have been identified and their associated Not to Exceed (NTE) estimates is provided in the table below.

Task Description	NTE Estimate
Scope change to remove Segment 24325MH_24326MH	\$1,000
Scope change to remove Segment 06679MH_06678MH	\$1,000
Scope change to remove Capital City Park group of segments	\$2,000
Additional design work associated with Segment 34785MH_27325MH with inverted siphon on Lincoln Street	\$14,500
Scope change to remove Segments 24218MH_24219MH, 24214_24213MH, 24213MH_24212MH, and 08221MH_21214MH	\$3,500
Specification revisions associated with changing manhole rehabilitation method from Epoxy to Calcium Aluminate	\$21,900
Design revisions for Segment 20941MH_20942MH	\$16,700
Revisions to Brandon Hills project group plan sheets based on easement revisions requested by City Real Estate	\$6,500
Additional revisions for outstanding easements (more than two (2) revision requests by City Real Estate)	\$110,000
Field survey for Riverbanks Zoo project group to provide requested power pole information and adding information to easement exhibits	\$16,900
Additional scope changes to remove segments or other modifications	\$11,000
Additional wetlands delineation necessary for temporary construction easements in the Brandon Hills and I-77 & Bluff Road project groups	\$10,000
Estimated NTE Total	\$215,000

II. COMPENSATION

The following changes to the SS7539 contract are recommended for this proposed amendment:

- Task 100 – “Evaluation and Project Administration” – \$7,400.00
- Task 200 – “Preliminary Planning, Investigation, Engineering and Alternative Analysis” – \$0
- Task 300 – “Survey and Utility Mapping” – \$0
- Task 400 – “Geotechnical Investigation” – \$0
- Task 500 – “Final Design” – \$0
- Task 600 – “Permits and Property” – \$14,900.00
- Task 700 – “Bidding and Award” – \$8,500.00
- Task 800 – “Engineering Services During Construction” – \$0
- Task 900 – “Full Time Construction Inspection” – \$0
- Task 1000 – “Project Closeout” – \$0
- Task 1100 – “Additional Services” – \$215,000.00

The new contract values based on the above recommended changes are presented below:

- Task 100 – “Evaluation and Project Administration” - \$480,290.00
- Task 200 – “Preliminary Planning, Investigation, Engineering and Alternative Analysis” - \$140,690.00
- Task 300 – “Survey and Utility Mapping” - \$616,085.00
- Task 400 – “Geotechnical Investigation” - \$103,205.00
- Task 500 – “Final Design” - \$1,360,975.00
- Task 600 – “Permits and Property” - \$107,620.00
- Task 700 – “Bidding and Award” - \$45,650.00
- Task 800 – “Engineering Services During Construction” - \$1,099,970.00
- Task 900 – “Full Time Construction Inspection” - \$850,000.00
- Task 1000 – “Project Closeout” - \$121,010.00
- Task 1100 – “Additional Services” - \$365,000.00
- Total - \$5,290,495.00

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The new contract values based on the above recommended changes are presented below (Not-to-Exceed):

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Project Administration	\$348,220.00	\$124,670.00	\$7,400.00	\$480,290.00
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Task 300	Survey and Utility Mapping	\$ 438,960.00	\$177,125.00	\$0	\$616,085.00
Task 400	Geotechnical Investigation	\$70,430.00	\$32,775.00	\$0	\$103,205.00
Task 500	Final Design	\$1,008,065.00	\$352,910.00	\$0	\$1,360,975.00
Task 600	Permits and Property	\$67,230.00	\$25,490.00	\$14,900.00	\$107,620.00
Task 700	Bidding and Award	\$23,540.00	\$13,610.00	\$8,500.00	\$45,650.00
Task 800	Engineering Services During Construction	\$845,020.00	\$254,950.00	\$0	\$1,099,970.00
Task 900	Full Time Construction Inspection	\$630,000.00	\$220,000.00	\$0	\$850,000.00
Task 1000	Project Closeout	\$95,580.00	\$25,430.00	\$0	\$121,010.00
Task 1100	Contingency	\$100,000.00	\$50,000.00	\$215,000.00	\$365,000.00
Total Fee		\$3,735,445.00	\$1,309,250.00	\$245,800.00	\$5,290,495.00

III. SCHEDULE

The overall project duration has been extended to a final completion date of October 2, 2029. Updated schedules for each project group are included herein for reference.

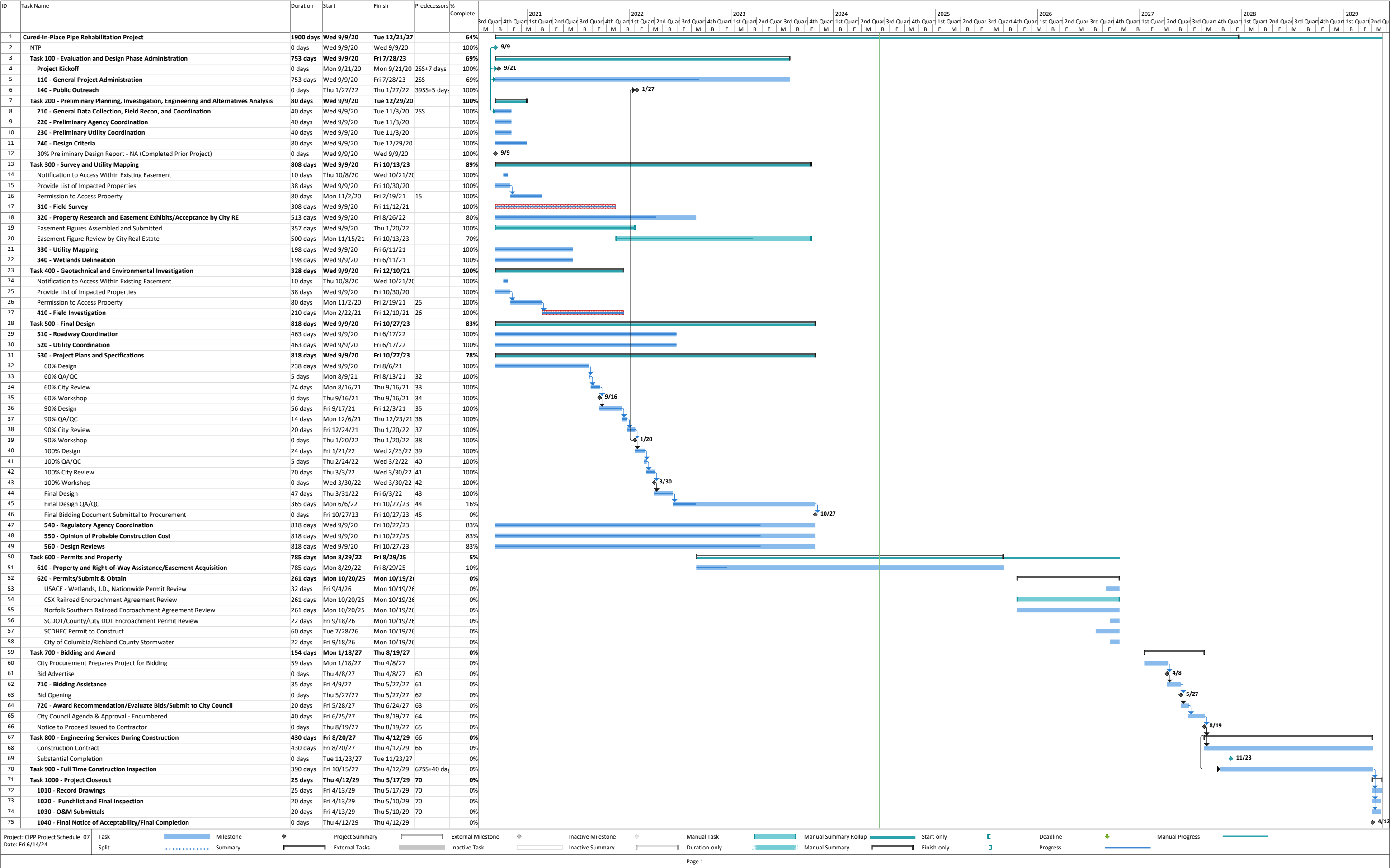
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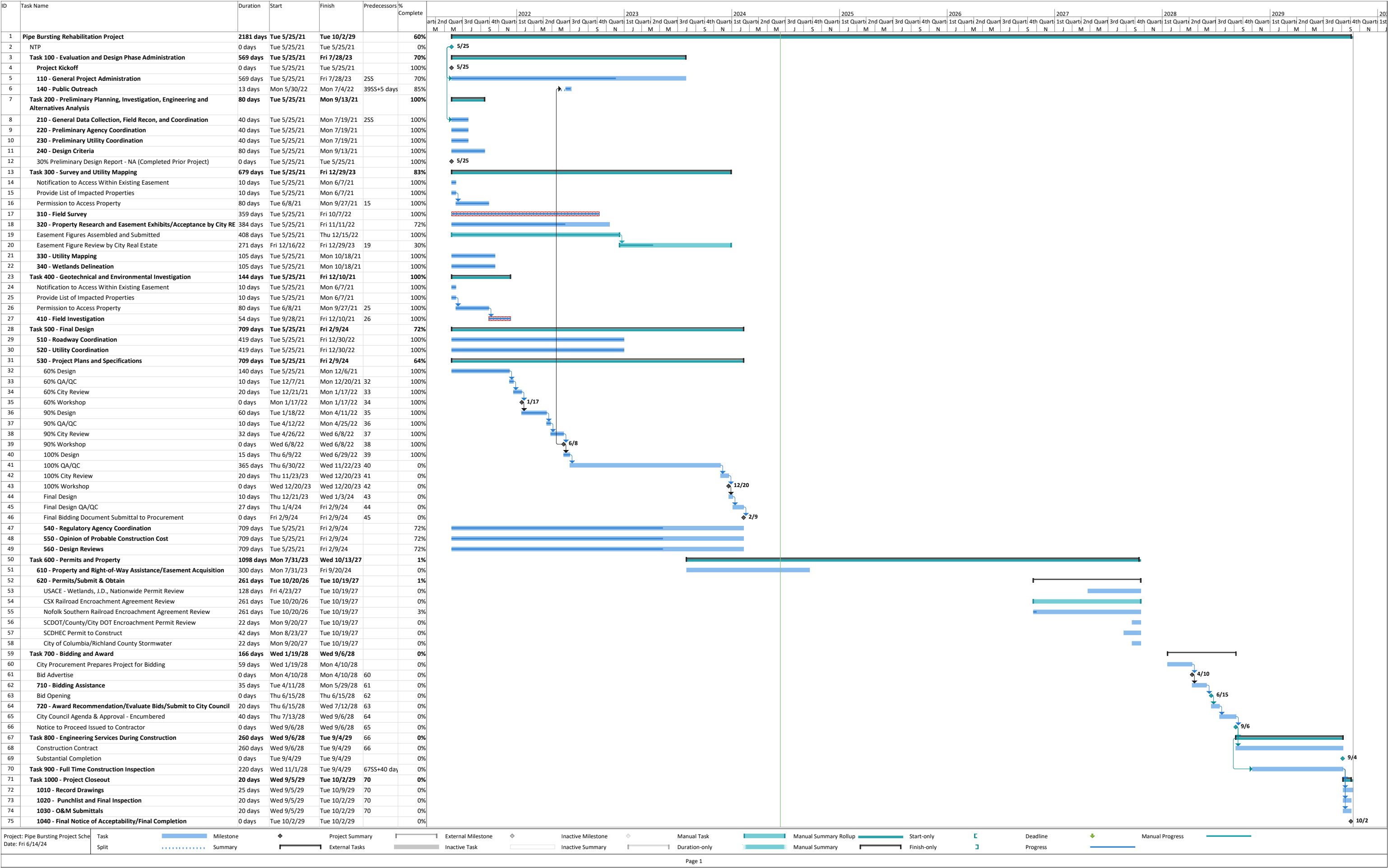
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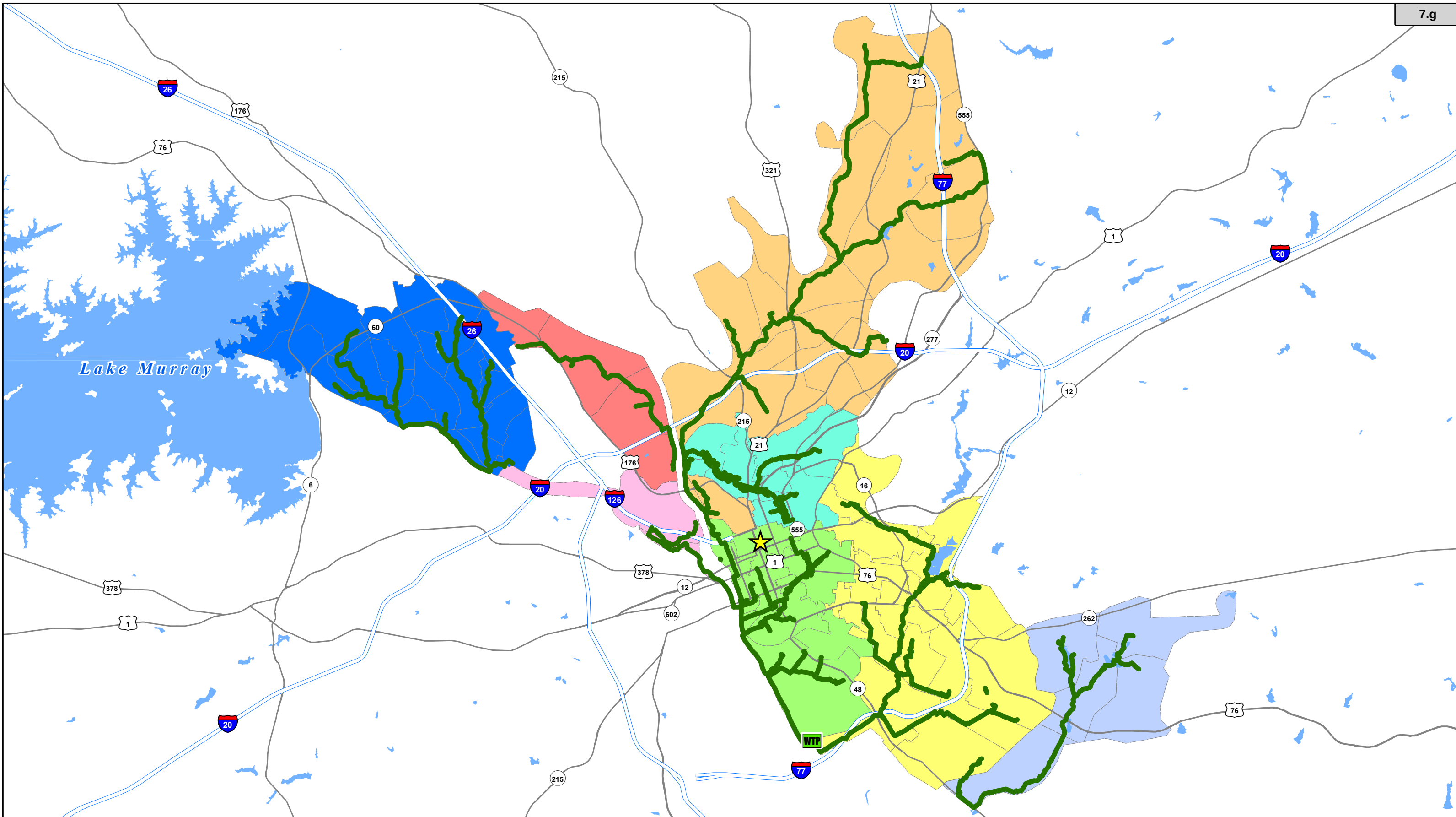
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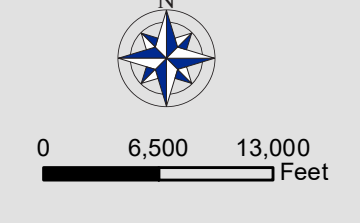
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	<table border="0"> <tr> <td>★ City Hall</td> <td>Broad River</td> <td>Rocky Branch</td> </tr> <tr> <td>WTP Metro WWTP</td> <td>Crane Creek</td> <td>Saluda River</td> </tr> <tr> <td>↗ Sewer Gravity Mains (≥ 15")</td> <td>Gills Creek</td> <td>Smith Branch</td> </tr> <tr> <td></td> <td>Mill Creek</td> <td>West Columbia</td> </tr> </table>	★ City Hall	Broad River	Rocky Branch	WTP Metro WWTP	Crane Creek	Saluda River	↗ Sewer Gravity Mains (≥ 15")	Gills Creek	Smith Branch		Mill Creek	West Columbia	 0 6,500 13,000 Feet	SS7539 - Major Sewer Pipe Rehabilitation Project - Contract Amendment #3 Prepared For: Packet Pg. 105
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	Mill Creek	West Columbia													



MEETING DATE: January 21, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve new Contracts for Project SS7604; Continuing Sewer Assessment Program (CSAP) Preventative Maintenance Assistance, as requested by Columbia Water on June 11, 2024. Award to the following contractors in a total amount not to exceed \$987,400.00. The initial term of the contracts will take effect upon issuance of the Notice to Proceed with an end date five (5) months from commencement and the option to renew for four (4) additional one-year periods.

REQUISITION NO.: R231980, R231981

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance - Special Contracts-Water/Sewer, Stormwater (5516205-638200) \$987,400.00. The original budget amount is \$987,400.00.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: Yes

PURPOSE:

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 7% CDBE goal. The CDBE Goal is currently being met at 7.53%.

Contractor 1

Gavel & Dorn Engineering, PLLC is the prime contractor and will provide project management services at 11.00% (\$54,091.40) of the total contract amount.

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

KRCS, LLC dba Keefer Engineering, LLC, a Minority Business Enterprise (W) and

Columbia Disadvantaged Business Enterprise located in Lexington, SC, will provide CCTV review, smoke testing, SL-RAT inspections, MACP Level 2 inspections and dye testing at 8.00% (\$39,339.20) of the total contract amount.

Woolpert, Inc., located in Columbia, SC, will provide CCTV (mains inspections) services at 35.00% of (\$172,109.00) of the total contract amount.

United Sewer Solutions, located in Hoboken, Georgia, will provide CCTV (lateral inspections) services at 46.00% of (\$226,200.40) of the total contract amount.

Contractor 2

McKim & Creed is the prime contractor and will provide smoke testing, SL-RAT inspections, MACP Level 2 inspections, lateral inspections and dye testing at 92.94% (\$460,660.00) of the total contract amount.

The following subcontractor/supplier will provide the following services/supplies:

SAC Underground, a Minority Business Enterprise (W) and Columbia Disadvantaged Business Enterprise located in Lexington, SC, will provide cleaning and CCTV inspections at 7.06% (\$35,000.00) of the total contract amount.

There were three (3) submittals for RFP002-24-25-RMH Continuing Sewer Assessment Program (CSAP) Preventative Maintenance Assistance.

ATTACHMENTS:

- **#a:**
_____Memo.MT9851.SS7604ContinuingSewerAssessmentProgram(CSAP)Pre
ventiveMaint (PDF)
- **#b:** Final Contract Gavel Dorn RFP002 (PDF)
- **#c:** Final Contract McKim Creed RFP002 (PDF)
- **#d:** CSAP.SS7604.LocationMap (PDF)



Office of Business Opportunities
1401 Main Street Columbia, SC 29201 • Phone: 803-545-3950

To: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

From: Ayesha Driggers, Director
Office of Business Opportunities

Date: January 13, 2025

Subject: New Contract- Continuing Sewer Assessment Program (CSAP)
Preventative Maintenance Assistance Project (SS7604) CDBE

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 7% CDBE goal. The CDBE goal is currently exceeded at 7.53%. There are two (2) separate contracts for this project. To ensure the City achieves the quality and schedule necessary for this work, it was determined awarding two (2) Contractors would be necessary, also enabling increased flexibility throughout the contract should the need arise.

Gavel & Dorn Engineering, PLLC is the prime contractor and will provide project management services at 11.00% (\$54,091.40) of the total contract amount.

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

KRCS, LLC dba Keefer Engineering, LLC, a Minority Business Enterprise (W) and Columbia Disadvantaged Business Enterprise located in Lexington, SC, will provide CCTV review, smoke testing, SL-RAT inspections, MACP Level 2 inspections and dye testing at 8.00% (\$39,339.20) of the total contract amount.

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McKim & Creed is the prime contractor and will provide smoke testing, SL-RAT inspections, MACP Level 2 inspections, lateral inspections and dye testing at 92.94% (\$460,660.00) of the total contract amount.

The following subcontractor/supplier will provide the following services/supplies:

SAC Underground, a Minority Business Enterprise (W) and Columbia Disadvantaged Business Enterprise located in Lexington, SC, will provide cleaning and CCTV inspections at 7.06% (\$35,000.00) of the total contract amount.

Gavel & Dorn Engineering, PLLC is currently exceeding the CDBE goal at 8.00% and McKim & Creed is currently exceeding the CDBE goal at 7.06%. The combined CDBE goal is currently at 7.53%.

8.a

If you have any questions or concerns please do not hesitate to contact our office.

Gavel & Dorn Engineering, PLLC

Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance



CONTRACT FOR PROFESSIONAL SERVICES

This Contract awarded under procurement method RFP002-24-25-RMH Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance.

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 Gavel & Dorn Engineering, PLLC, (hereinafter referred to as the “Contractor”), to provide Continuing Sewer Assessment Program (CSAP) maintenance assistance for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the scope of work more fully described in Exhibit A, attached hereto. The Contractor shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of five (5) months, with the option to renew or continue with work for four (4) additional one (1) year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract 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 Contractor under this Contract shall not exceed Four Hundred Ninety-One Thousand, Seven Hundred Forty Dollars and Zero/100 (\$491,740.00).

Gavel & Dorn Engineering, PLLC

Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

- B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed SubContractors shown on Exhibit D hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- D. Prompt Payment to SubContractors and Material Suppliers (Use Prompt Payment Affidavit)
1. The Contractor is required to pay all SubContractors and material suppliers for all work that the SubContractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the SubContractor no later than fourteen (14) calendar days after the SubContractor 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 SubContractor or material supplier requires good cause and prior written approval of the City or designee.
 4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the SubContractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, SubContractor list that identifies each SubContractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such SubContractor(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 Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.

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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, SubContractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Contractor or SubContractor) is dependent upon the business community partnering with the City in this important endeavor.

The Contractor must comply with the affirmative action terms and conditions as outlined herein. The Contractor, shall in the performance of the Contract, 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 Contract, the subcontracting goals are as follows:

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

The Contractor will ensure SubContractor performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Contract, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) **Non-applicable** – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

The Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

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8. INDEMNIFICATION & INSURANCE

- A. The Contractor shall procure and shall maintain during the life of this Contract, whether such operation be by itself or by a SubContractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is subcontracted, the Contractor shall require the SubContractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

General Liability: The Contractor shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any SubContractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its SubContractors, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil

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and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. **PERMITS & LICENSES**

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractor s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.
- C. The Contractor shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Contractor shall procure a City of Columbia business license while performing services under this Contract.

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

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

The Contractor is expected to make Contractor's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other

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entity. The City may at its discretion, waive this provision. The Contractor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract at any time upon any of the following grounds:
 - A. DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
 - B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after 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 Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
 Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any SubContractor retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any SubContractor retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

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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
Email: procurement@columbiasc.gov

Gavel & Dorn Engineering, PLLC

Name: James McCulley
Title: Client Manager
Address: 6730 Freedom Drive
Charlotte, NC 28214
Phone: (704) 919-1900
Email: tmcculley@gaveldorn.com

16. CONSENT DECREE

- A. The services performed by the Contractor pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Contractor by the City and is incorporated by reference herein. The Contractor shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Contractor shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Contractor's possession or control that relate in any manner to the Contractor's performance under this Contract ("Preserved Documents"). Upon the Contractor's performance of all services required under this Contract, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Contractor shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Contractor's rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Contractor agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Contractor that results in

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the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Contractors failure to perform pursuant to the Contract.

- E. The Contractor shall perform the services pursuant to this Contract using sound Contracting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to perform the services required by this Contract 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 Contract, 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 Contract, if any, shall not be construed against the City.
- E. This Contract 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 Contract 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 Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both 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 Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial

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payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.

- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its SubContractors, 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's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.

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- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for SubContractors /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

Gavel & Dorn Engineering, PLLC
Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

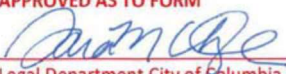
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

APPROVED AS TO FORM

Legal Department City of Columbia, SC
12/24/2024

GAVEL & DORN ENGINEERING, PLLC

Print: Name/Title

Signature

Date:

(Corporate Seal)

Attest

Signature

Date:

Gavel & Dorn Engineering, PLLC
Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

List of Exhibits

Exhibit A – Scope of work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for SubContractors/Subcontractors

EXHIBIT A – SCOPE OF WORK

The Contractor shall perform the Project Scope of Work as described in RFP002-24-25-RMH Exhibit *CSAP Project Specifications SS7604 Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance - Annual Maintenance Contract* and Exhibit - *Project Manual SS7604 Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance – Annual Maintenance Contract FY 2024-2025*, which includes, Gravity Sewer System pipe, manhole, and service lateral inspection, condition documentation, and cleaning for the Owner. The majority of the Gravity Sewer System pipelines are located within Owner owned property or easements owned, leased, or operated by the Owner. [CSAP PM 2.1]

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES

The Contractor shall perform the Project Scope of Work as described in a phased approach. Each Phase shall represent the work to be completed during an annual period. The City, at its discretion, may increase, decrease or adjust the work to be completed within each year.

The City will provide the Contractor with the specific Sub Basin requirements to be completed within each period of performance.

Year One: Phase I – the following sub-basins listed for Phase 1/Contract Year 1

Sub Basin	Linear Footage	No. of Manholes	Recommended Work
Major Gravity Assets	26,600	110	Inspect Major Pipes and Manholes (pipe size 15" or greater) (PACP and MACP, CCTV)
Major Gravity Assets	12,500	0	Inspect Major Pipes (PACP, MSI)
Major Gravity Assets	7,820	0	Clean Major Gravity Assets.
Minor Gravity Pipe	25,000	0	Clean Minor Gravity Assets
SR11	28,600	40	Inspect Minor Gravity Assets (PACP and MACP).
SR12	59,900	60	Inspect Minor Gravity Assets (PACP and MACP).
SR12	11,980	0	Clean Minor Gravity Assets.
SR12	15,200	0	Inspect Service Laterals (LACP, estimated footage, estimated 760 laterals).
SR12	3,040	0	Clean Service Laterals (estimated footage).

Year Two: Phase 2 - the following sub-basins listed for Phase 1/Contract Year 2

Sub Basin	Linear Footage	No. of Manholes	Recommended Work
Major Gravity Assets	21,500	90	Inspect Major Pipes (PACP, CCTV)
Major Gravity Assets	13,600	0	Inspect Major Pipes (PACP, MSI)
Major Gravity Assets	7,100	0	Clean Major Gravity Assets.
Minor Gravity Pipe	25,000	0	Clean Minor Gravity Assets

SR09	84,500	90	Inspect Minor Gravity Assets (PACP and MACP).
SR09	16,900	0	Clean Minor Gravity Assets.
SR09	19,000	0	Inspect Service Laterals (LACP, estimated footage, estimated 950 laterals).
SR09	3,800	0	Clean Service Laterals (estimated footage).

Year Three: Phase 3 - the following sub-basins listed for Phase 1/Contract Year 3

Sub Basin	Linear Footage	No. of Manholes	Recommended Work
Major Gravity Assets	29,000	90	Inspect Major Pipes and Manholes (PACP and MACP, CCTV)
Major Gravity Assets	5,200	0	Inspect Major Pipes (PACP, MSI)
Major Gravity Assets	6,900	0	Clean Major Gravity Assets.
Minor Gravity Pipe	25,000	0	Clean Minor Gravity Assets
SR13	43,900	240	Inspect Minor Gravity Assets (PACP and MACP).
SR13	19,800	0	Inspect Service Laterals (LACP, estimated footage, estimated 990 laterals).
CC05	30,400	160	Inspect Minor Gravity Assets (PACP and MACP).
CC05	6,100	0	Clean Minor Gravity Assets.
CC05	3,400	0	Inspect Service Laterals (LACP, estimated footage, estimated 170 laterals).
CC05	700	0	Clean Service Laterals (estimated footage).

Year Four: Phase 4 - the following sub-basins listed for Phase 1/Contract Year 4

Sub Basin	Linear Footage	No. of Manholes	Recommended Work
Major Gravity Assets	31,300	50	Inspect Major Pipes and Manholes (PACP and MACP, CCTV)
Major Gravity Assets	6,300	0	Clean Major Gravity Assets.

Minor Gravity Pipe	25,000	0	Clean Minor Gravity Assets
RB02	98,000	360	Inspect Minor Gravity Assets (PACP and MACP).
RB02	19,600	0	Clean Minor Gravity Assets.
RB02	18,800	0	Inspect Service Laterals (LACP, estimated footage, estimated 940 laterals).
RB02	3,800	0	Clean Service Laterals (estimated footage).

EXHIBIT C – COMPENSATION & STAFF HOURLY RATES

	Work Description	U/M	Unit Price
1	Level 2 MACP Manhole Inspections (Incoming Pipe Size <15" diameter) <i>Incl. MACP Inspection/Data Processing/Submission (Section 02770)</i>	EA	\$184.80
2	Level 2 MACP Manhole Inspections (Incoming Pipe Size <15" diameter); Special Methods Required <i>Incl. MACP Inspection/Data Processing/Submission (Section 02770) (See Revised Pricing Note 1)</i>	EA	\$784.00
3	Level 2 MACP Manhole Inspections (Incoming Pipe Size 15" and Greater) <i>Incl. MACP Inspection/Data Processing/Submission (Section 02770)</i>	EA	\$196.00
4	Level 2 MACP Manhole Inspections (Incoming Pipe Size 15" and Greater); Special Methods Required <i>Incl. MACP Inspection/Data Processing/Submission (Section 02770) (See Revised Pricing Note 1)</i>	EA	\$784.00
5	Sewer Service Lateral CCTV Inspection <i>Incl. LACP Insp./Data Processing & Submission Incl. light cleaning/bypass as required</i> <i>Incl. lateral connection insp. and lateral launch (Section 02731)</i>	EA	\$672.00
6	Sanitary Sewer CCTV Inspection (8" to <15" Pipe Diameter) <i>Incl. PACP Insp./Data Processing & Submission</i> <i>Incl. light cleaning/bypass as required (Section 02731)</i>	LF	\$3.19
7	Sanitary Sewer CCTV Inspection (15" to 30" Pipe Diameter) <i>Incl. PACP Insp./Data Processing & Submission</i> <i>Incl. light cleaning/bypass as required (Section 02731)</i>	LF	\$3.70
8	Sanitary Sewer Multi-Sensor Inspection (36" to 60" Pipe Diameter) <i>Incl. PACP Insp./Data Processing & Submission</i> <i>Incl. light cleaning/bypass as required (Section 02730)</i>	LF	\$11.20
9	Hydraulic Light Sewer Cleaning (8" to <15" Pipe Diameter) <i>Incl. debris removal & disposal (Section 02650)</i>	LF	\$2.02
10	Hydraulic Light Sewer Cleaning (15" Pipe Diameter and Greater) <i>Incl. debris removal & disposal (Section 02650)</i>	LF	\$2.58

	Work Description	U/M	Unit Price
11	Mechanical Heavy Sewer Cleaning/ Root Removal (Sewer Service Laterals) <i>Incl. root cutting/sawing Incl. debris removal & disposal (Section 02650) (See Revised Pricing Note 2)</i>	EA	\$140.00
12	Mechanical Heavy Sewer Cleaning/ Root Removal (8" to <15" Pipe Diameter) <i>Incl. root cutting/sawing Incl. debris removal & disposal (Section 02650)</i>	LF	\$4.76
13	Mechanical Heavy Sewer Cleaning/ Root Removal (15" Pipe Diameter and Greater) <i>Incl. root cutting/sawing Incl. debris removal & disposal (Section 02650)</i>	LF	\$8.68
14	SL-RAT Inspections <i>Incl. Downloading Assessment Data & Records Management (SL-RAT Process Manual SOPs)</i>	LF	\$0.84
15	Dye Testing for Assessment <i>Incl. Documentation/Data Processing & Submission Incl. site restoration as required (Section 02760)</i>	EA	\$1,260.00
16	Smoke Testing for Assessment <i>Incl. Documentation/Data Processing & Submission Incl. site restoration as required (Section 02764)</i>	LF	\$1.12



APPENDIX – STAFF HOURLY RATES

RFP002-24-25-RMH, SS7604 Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

Firm Name: Gavel & Dorn Engineering, PLLC

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal: Licensed PE with over 10 years' experience and firm ownership.	<u> \$236.00 </u> / hour
Project Manager: Licensed PE with over 5 years' directly related experience after licensure.	<u> \$223.00 </u> / hour
Staff Engineer: BS in Civil Engineering or related discipline and passed FE Exam.	<u> \$150.00 </u> / hour
CAD Technician	<u> N/A </u> / hour
Senior Engineering Technician: Over 5 years' directly related experience and appropriate licensure for work area.	<u> \$143.00 </u> / hour
Engineering Technician: 0-5 years' directly related experience and at minimum appropriate safety and NASSCO certifications.	<u> \$113.00 </u> / hour
Administrative Support:	<u> \$85.00 </u> / hour
Additional:	<u> </u> / hour
Additional:	<u> </u> / hour
Additional:	<u> </u> / hour

Please provide a brief description for each category; including years of experience, certification, etc. You may add additional categories as needed.



APPENDIX – STAFF HOURLY RATES

RFP002-24-25-RMH, SS7604 Continuing Sewer Assessment Program Preventive Maintenance Assistance

Firm Name: Keefer Engineering, LLC

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal	<u>\$175.00</u> / hour
Project Manager	<u>\$155.00</u> / hour
Staff Engineer	<u>\$145.00</u> / hour
CAD Technician	<u>\$95.00</u> / hour
Additional: GIS Technician	<u>\$95.00</u> / hour
Additional: Maintenance Technician	<u>\$85.00</u> / hour
Additional: Field Representative	<u>\$110.00</u> / hour
Additional:	<u> </u> / hour

Please provide a brief description for each category; including years of experience, certification, etc. You may add additional categories as needed.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/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) / SAM.gov Unique Entity ID & CAGE # (Required)	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)
KRCS, LLC dba Keefer Engineering, LLC UEI#YVHWYXP4S527	V017850	CCTV Review, Smoke Testing, SL-RAT, MACP Level 2, Dye Testing	\$ 39,339.20	8.00 %	CDBE	N/A
Woolpert, Inc. UEI#LD8UDJB9JLU1 CAGE #1PPK3	V003190	CCTV (Mains)	\$172,109.00	35.00 %	N/A	N/A
United Sewer Solutions UEI#T31ZF8Q3JPM8	Pending	CCTV (Laterals)	\$226,200.40	46.00 %	N/A	N/A
				%		
				%		
				%		

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 \$ 437,648.60****TOTAL CONTRACT AMOUNT: \$ 491,740.00**

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

Business Name: Gavel & Dorn Engineering

Representative Name/Title: Jason Dorn, PhD, PE/Partner

Date: December 30, 2024

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

KRCS, LLC dba Keefer Engineering, LLC

Company Name

423 Saddlebrooke Road (Lexington, SC 29072-7854)

Physical Address

PO Box 2771

Mailing Address

Columbia, SC 29201-2771

City/State Zip Code + 4

(803) 509-0160

Phone number

()

Fax number

Tom Keefer

Primary Contact Name

Mandy Keefer

Secondary Contact Name

tom.keefe@keefeengineering.com

Primary Contact Email Address

mandy.keefe@keefeengineering.com

Secondary Contact Email Address

UEI #YVHWYXP4S527

Sam.gov UEID#

V017850

Vendor #

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

Woolpert, Inc.

Company Name

807 Gervais Street, Suite 102

Physical Address

Mailing Address

Columbia, SC 29201-3162

City/State Zip Code + 4

(803) 731-0261

Phone number

()

Fax number

Trevor Gauron, P.E.

Primary Contact Name

Richard Washington, P.E.

Secondary Contact Name

trevor.gauron@woolpert.com

Primary Contact Email Address

richard.washington@woolpert.com

Secondary Contact Email Address

UEI #LD8UDJB9JLU1

Sam.gov UEID #

V003190

Vendor #

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

United Sewer Solutions
Company Name

53 Hill Street
Physical Address

PO Box 89, Blackshear, Georgia 31516
Mailing Address

Hoboken, Georgia 31542-3336	
City/State	Zip Code

(912) 614-6040 ()
Phone number Fax number

<u>Danny Herrin</u>	<u>Lander McCall</u>
Primary Contact Name	Secondary Contact Name

<u>danny@united-uss.com</u>	<u>lander@united-uss.com</u>
Primary Contact Email Address	Secondary Contact Email Address

T31ZF8Q3JPM8	PENDING
Sam.gov UEID #	Vendor #

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

N/A

Company Name

Physical Address

Mailing Address

City/State Zip Code

() _____ Phone number

() _____ Fax number

Primary Contact Name _____ Secondary Contact Name _____

Primary Contact Email Address	Secondary Contact Email Address

Sam.gov UEID #	Vendor #
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McKim & Creed, Inc.

Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFP002-24-25-RMH Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance.

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 McKim & Creed, Inc., (hereinafter referred to as the “Contractor”), to provide Continuing Sewer Assessment Program (CSAP) maintenance assistance for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the scope of work more fully described in Exhibit A, attached hereto. The Contractor shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of five (5) months, with the option to renew or continue with work for four (4) additional one (1) year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract 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 Contractor under this Contract shall not exceed Four Hundred Ninety-Five Thousand, Six Hundred Sixty Dollars and Zero/100 (\$495,660.00).

McKim & Creed, Inc.

Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

- B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed SubContractors shown on Exhibit D hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- D. Prompt Payment to SubContractors and Material Suppliers (Use Prompt Payment Affidavit)
1. The Contractor is required to pay all SubContractors and material suppliers for all work that the SubContractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the SubContractor no later than fourteen (14) calendar days after the SubContractor 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 SubContractor or material supplier requires good cause and prior written approval of the City or designee.
 4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the SubContractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, SubContractor list that identifies each SubContractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such SubContractor(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 Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.
- E. Affirmative Action Procurement and Contracting Goals:

McKim & Creed, Inc.

Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

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, SubContractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Contractor or SubContractor) is dependent upon the business community partnering with the City in this important endeavor.

The Contractor must comply with the affirmative action terms and conditions as outlined herein. The Contractor, shall in the performance of the Contract, 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 Contract, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>7.06</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

The Contractor will ensure SubContractor performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Contract, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) **Non-applicable** – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

The Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

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Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

8. INDEMNIFICATION & INSURANCE

- A. The Contractor shall procure and shall maintain during the life of this Contract, whether such operation be by itself or by a SubContractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is subcontracted, the Contractor shall require the SubContractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

General Liability: The Contractor shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any SubContractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its SubContractors, officers, agents and employees of any of the obligations under the Contract. 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

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injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. **PERMITS & LICENSES**

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractor s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.
- C. The Contractor shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Contractor shall procure a City of Columbia business license while performing services under this Contract.

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

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

The Contractor is expected to make Contractors services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Contractor has provided a list of all of

McKim & Creed, Inc.

Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract at any time upon any of the following grounds:
 - A. DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
 - B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after 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 Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any SubContractor retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any SubContractor retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

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Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

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
 Email: procurement@columbiasc.gov

McKim & Creed, Inc.

Name: Derek Holderman
 Title: Wet Weather Program Operations Mgr.
 Address: 2265 Clements Ferry Road
 Suite 200
 Phone: (843) 459-7894
 Email: dholderman@mckimcreed.com

16. CONSENT DECREE

- A. The services performed by the Contractor pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Contractor by the City and is incorporated by reference herein. The Contractor shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Contractor shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Contractor's possession or control that relate in any manner to the Contractor's performance under this Contract ("Preserved Documents"). Upon the Contractor's performance of all services required under this Contract, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Contractor shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Contractor's rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Contractor agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Contractor that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent

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Decree. The City reserves all other remedies available for the Contractors failure to perform pursuant to the Contract.

- E. The Contractor shall perform the services pursuant to this Contract using sound Contracting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to perform the services required by this Contract 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 Contract, 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 Contract, if any, shall not be construed against the City.
- E. This Contract 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 Contract 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 Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both 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 Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.

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- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its SubContractors, 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's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract 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 Contract are matters of public record, but that the Contractor agrees

McKim & Creed, Inc.

Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for SubContractors /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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McKim & Creed, Inc.
Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

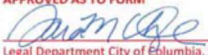
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

APPROVED AS TO FORM

Legal Department City of Columbia, SC
1/2/2025

MCKIM & CREED, INC.

Print: Name/Title

Signature

Date:

(Corporate Seal)

Attest

Signature

Date:

McKim & Creed, Inc.
Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance

List of Exhibits

Exhibit A – Scope of work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for SubContractors/Subcontractors

EXHIBIT A – SCOPE OF WORK

The Contractor shall perform the Project Scope of Work as described in RFP002-24-25-RMH Exhibit *CSAP Project Specifications SS7604 Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance - Annual Maintenance Contract* and Exhibit - *Project Manual SS7604 Continuing Sewer Assessment Program (CSAP) Preventive Maintenance Assistance – Annual Maintenance Contract FY 2024-2025*, which includes, Gravity Sewer System pipe, manhole, and service lateral inspection, condition documentation, and cleaning for the Owner. The majority of the Gravity Sewer System pipelines are located within Owner owned property or easements owned, leased, or operated by the Owner. [CSAP PM 2.1]

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES

The Contractor shall perform the Project Scope of Work as described in a phased approach. Each Phase shall represent the work to be completed during an annual period. The City, at its discretion, may increase, decrease or adjust the work to be completed within each year.

The City will provide the Contractor with the specific Sub Basin requirements to be completed within each period of performance.

Year One: Phase I – the following sub-basins listed for Phase 1/Contract Year 1

Sub Basin	Linear Footage	No. of Manholes	Recommended Work
Major Gravity Assets	26,600	110	Inspect Major Pipes and Manholes (pipe size 15" or greater) (PACP and MACP, CCTV)
Major Gravity Assets	12,500	0	Inspect Major Pipes (PACP, MSI)
Major Gravity Assets	7,820	0	Clean Major Gravity Assets.
Minor Gravity Pipe	25,000	0	Clean Minor Gravity Assets
SR11	28,600	40	Inspect Minor Gravity Assets (PACP and MACP).
SR12	59,900	60	Inspect Minor Gravity Assets (PACP and MACP).
SR12	11,980	0	Clean Minor Gravity Assets.
SR12	15,200	0	Inspect Service Laterals (LACP, estimated footage, estimated 760 laterals).
SR12	3,040	0	Clean Service Laterals (estimated footage).

Year Two: Phase 2 - the following sub-basins listed for Phase 1/Contract Year 2

Sub Basin	Linear Footage	No. of Manholes	Recommended Work
Major Gravity Assets	21,500	90	Inspect Major Pipes (PACP, CCTV)
Major Gravity Assets	13,600	0	Inspect Major Pipes (PACP, MSI)
Major Gravity Assets	7,100	0	Clean Major Gravity Assets.
Minor Gravity Pipe	25,000	0	Clean Minor Gravity Assets

SR09	84,500	90	Inspect Minor Gravity Assets (PACP and MACP).
SR09	16,900	0	Clean Minor Gravity Assets.
SR09	19,000	0	Inspect Service Laterals (LACP, estimated footage, estimated 950 laterals).
SR09	3,800	0	Clean Service Laterals (estimated footage).

Year Three: Phase 3 - the following sub-basins listed for Phase 1/Contract Year 3

Sub Basin	Linear Footage	No. of Manholes	Recommended Work
Major Gravity Assets	29,000	90	Inspect Major Pipes and Manholes (PACP and MACP, CCTV)
Major Gravity Assets	5,200	0	Inspect Major Pipes (PACP, MSI)
Major Gravity Assets	6,900	0	Clean Major Gravity Assets.
Minor Gravity Pipe	25,000	0	Clean Minor Gravity Assets
SR13	43,900	240	Inspect Minor Gravity Assets (PACP and MACP).
SR13	19,800	0	Inspect Service Laterals (LACP, estimated footage, estimated 990 laterals).
CC05	30,400	160	Inspect Minor Gravity Assets (PACP and MACP).
CC05	6,100	0	Clean Minor Gravity Assets.
CC05	3,400	0	Inspect Service Laterals (LACP, estimated footage, estimated 170 laterals).
CC05	700	0	Clean Service Laterals (estimated footage).

Year Four: Phase 4 - the following sub-basins listed for Phase 1/Contract Year 4

Sub Basin	Linear Footage	No. of Manholes	Recommended Work
Major Gravity Assets	31,300	50	Inspect Major Pipes and Manholes (PACP and MACP, CCTV)
Major Gravity Assets	6,300	0	Clean Major Gravity Assets.

Minor Gravity Pipe	25,000	0	Clean Minor Gravity Assets
RB02	98,000	360	Inspect Minor Gravity Assets (PACP and MACP).
RB02	19,600	0	Clean Minor Gravity Assets.
RB02	18,800	0	Inspect Service Laterals (LACP, estimated footage, estimated 940 laterals).
RB02	3,800	0	Clean Service Laterals (estimated footage).

EXHIBIT C – COMPENSATION & STAFF HOURLY RATES

	Work Description	U/M	Unit Price
1	Level 2 MACP Manhole Inspections (Incoming Pipe Size <15" diameter) <i>Incl. MACP Inspection/Data Processing/Submission (Section 02770)</i>	EA	\$150.00
2	Level 2 MACP Manhole Inspections (Incoming Pipe Size <15" diameter); Special Methods Required <i>Incl. MACP Inspection/Data Processing/Submission (Section 02770) (See Revised Pricing Note 1)</i>	EA	\$225.00
3	Level 2 MACP Manhole Inspections (Incoming Pipe Size 15" and Greater) <i>Incl. MACP Inspection/Data Processing/Submission (Section 02770)</i>	EA	\$150.00
4	Level 2 MACP Manhole Inspections (Incoming Pipe Size 15" and Greater); Special Methods Required <i>Incl. MACP Inspection/Data Processing/Submission (Section 02770) (See Revised Pricing Note 1)</i>	EA	\$225.00
5	Sewer Service Lateral CCTV Inspection <i>Incl. LACP Insp./Data Processing & Submission Incl. light cleaning/bypass as required Incl. lateral connection insp. and lateral launch (Section 02731)</i>	EA	\$225.00
6	Sanitary Sewer CCTV Inspection (8" to <15" Pipe Diameter) <i>Incl. PACP Insp./Data Processing & Submission Incl. light cleaning/bypass as required (Section 02731)</i>	LF	\$3.95
7	Sanitary Sewer CCTV Inspection (15" to 30" Pipe Diameter) <i>Incl. PACP Insp./Data Processing & Submission Incl. light cleaning/bypass as required (Section 02731)</i>	LF	\$4.65
8	Sanitary Sewer Multi-Sensor Inspection (36" to 60" Pipe Diameter) <i>Incl. PACP Insp./Data Processing & Submission Incl. light cleaning/bypass as required (Section 02730)</i>	LF	\$12.50
9	Hydraulic Light Sewer Cleaning (8" to <15" Pipe Diameter) <i>Incl. debris removal & disposal (Section 02650)</i>	LF	\$2.50
10	Hydraulic Light Sewer Cleaning (15" Pipe Diameter and Greater) <i>Incl. debris removal & disposal (Section 02650)</i>	LF	\$3.50

	Work Description	U/M	Unit Price
11	Mechanical Heavy Sewer Cleaning/ Root Removal (Sewer Service Laterals) <i>Incl. root cutting/sawing Incl. debris removal & disposal (Section 02650) (See Revised Pricing Note 2)</i>	EA	\$4.50
12	Mechanical Heavy Sewer Cleaning/ Root Removal (8" to <15" Pipe Diameter) <i>Incl. root cutting/sawing Incl. debris removal & disposal (Section 02650)</i>	LF	\$5.50
13	Mechanical Heavy Sewer Cleaning/ Root Removal (15" Pipe Diameter and Greater) <i>Incl. root cutting/sawing Incl. debris removal & disposal (Section 02650)</i>	LF	\$6.50
14	SL-RAT Inspections <i>Incl. Downloading Assessment Data & Records Management (SL-RAT Process Manual SOPs)</i>	LF	\$1.50
15	Dye Testing for Assessment <i>Incl. Documentation/Data Processing & Submission Incl. site restoration as required (Section 02760)</i>	EA	\$1,200.00
16	Smoke Testing for Assessment <i>Incl. Documentation/Data Processing & Submission Incl. site restoration as required (Section 02764)</i>	LF	\$.55



APPENDIX – STAFF HOURLY RATES

RFP002-24-25-RMH, SS7604 Continuing Sewer Assessment Program Preventive Maintenance Assistance

Firm Name: McKim & Creed, Inc.

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal	<u>\$328.00</u> / hour
Project Manager	<u>\$251.00</u> / hour
Staff Engineer	<u>\$241.00</u> / hour
CAD Technician	<u>\$93.00</u> / hour
Additional: Operations Manager: At least five years of experience performing pipeline condition assessment services. Will hold NASSCO PACP, MACP, and LACP Certifications.	<u>\$168.00</u> / hour
Additional: Crew Lead: At least 2 years of experience performing pipeline condition assessment services. Will hold NASSCO PACP, MACP, and LACP Certifications.	<u>\$159.00</u> / hour
Additional: Field Technician: At least 3 months of experience performing pipeline condition assessment services. Will hold NASSCO PACP, MACP, and LACP Certifications.	<u>\$132.00</u> / hour
Additional: Data Analyst: At least five years of experience performing pipeline condition assessment services. Will hold NASSCO PACP, MACP, and LACP Certifications.	<u>\$208.00</u> / hour

Please provide a brief description for each category; including years of experience, certification, etc. You may add additional categories as needed.

Additional:	1 Person Hydraulic Sewer Cleaning Crew: At least two years of experience performing hydraulic sewer cleaning.	<u> \$425.00 </u> / hour
Additional:	2 Person MACP Crew: Crew lead will have at least two years of experience performing NASSCO MACP Manhole Inspections and hold MACP Certification.	<u> \$195.00 </u> / hour
Additional:	3 Person MACP Crew: Crew lead will have at least two years of experience performing NASSCO MACP Manhole Inspections and hold MACP Certification.	<u> \$285.00 </u> / hour
Additional:	2 Person Sewer Service Lateral CCTV Inspection Crew: Crew lead will have at least two years of experience performing NASSCO LACP Lateral Inspections and hold LACP Certification.	<u> \$415.00 </u> / hour
Additional:	2 Person Sanitary Sewer CCTV Inspection Crew: Crew lead will have at least two years of experience performing NASSCO PACP Pipeline Inspections and hold PACP Certification.	<u> \$415.00 </u> / hour
Additional:	2 Person Smoke Testing Crew: Crew lead will have at least two years of experience performing Smoke Testing.	<u> \$205.00 </u> / hour
Additional:	2 Person Dye Testing Crew: Crew lead will have at least two years of experience performing NASSCO PACP Pipeline Inspections and hold PACP Certification.	<u> \$415.00 </u> / hour
Additional:	2 Person SL-RAT Inspections Crew: Crew lead will have experience performing SL-RAT Inspections.	<u> \$205.00 </u> / hour
Additional:	1 Person Mechanical Heavy Sewer Cleaning Crew: At least two years of experience performing hydraulic sewer cleaning.	<u> \$425.00 </u> / hour

Hourly charges on this page include essential equipment for the task but do not include complex maintenance of traffic, by-pass pumping, de-watering, permitting, etc.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/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) / SAM.gov Unique Entity ID & CAGE # (Required)	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)
SAC Underground	V016691	Cleaning and CCTV	\$35,000.00	7.06%	CDBE, WBE	FB
RedZone Robotics	V014156	Multi-Sensor Inspection	TBD	0.00%	-	-
				%		
				%		
				%		
				%		

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 \$ 35,000.00

TOTAL CONTRACT AMOUNT: \$ 495,660.00

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

Business Name: McKim & Creed

Representative Name/Title: Derek Holderman, Wet Weather Program Director

Date: 12/19/2024

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

SCA Underground, LLC

Company Name

188 Midway Rd

Physical Address

Mailing Address

Lexington, SC 29072

City/State Zip Code

(803) 730-3568

Phone number

()

Fax number

Susan Atkins

Primary Contact Name

Chris Spangler

Secondary Contact Name

scaunderground@gmail.com

Primary Contact Email Address

scaunderground@gmail.com

Secondary Contact Email Address

20-5428296

Sam.gov UEID #

V016691

Vendor #

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

RedZone Robotics

Company Name

195 Thorn hill Rd, Suite 110

Physical Address

Mailing Address

Warrendale, PA 15086

City/State Zip Code

(412) 476-8980

Phone number

()

Fax number

Sam Cancilla

Primary Contact Name

Secondary Contact Name

scancilla@redzone.com

Primary Contact Email Address

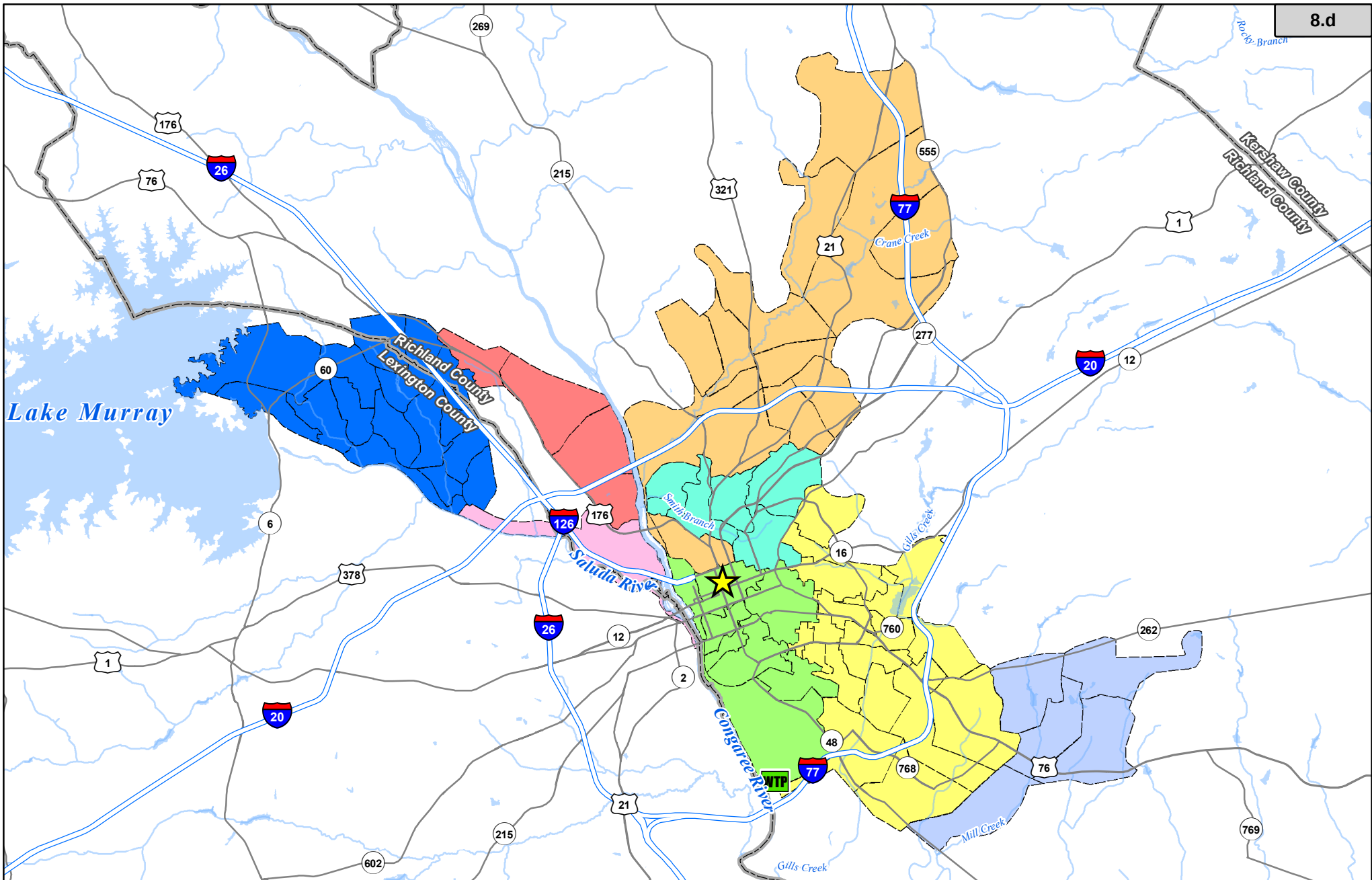
Secondary Contact Email Address

25-1558769

Sam.gov UEID #

V014156

Vendor #



Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia



City Hall



Metro WWTP



Broad River



Crane Creek



Gills Creek



Mill Creek



Rocky Branch



Saluda River



Smith Branch



West Columbia



1 inch = 3 miles

0 10,000 20,000
Feet

**SS7604 CSAP Preventive
Maintenance Assistance
City of Columbia SS
Service Area**

Prepared For:

Packet Pg. 155



MEETING DATE: January 21, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT CASE SUMMARY for 2212 Senate Street, TMS# 11410-22-06**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-001 - Amending the Official Zoning Map to modify the zoning for 2212 Senate Street, Richland County TMS #11410-22-06

Council District: 2

Proposal: Request to rezone the property from Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) to Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A).

Applicant: Miles Madden, Handcrafted Property Solutions LLC

Staff Recommendation: Approval

PC Recommendation: 12/12/2024; Approve (7-0)

ATTACHMENTS:

- **#a:** ZMA_2024-0012_Senate 2212_ZPH Packet (PDF)
- **#b:** 2025-001- Zoning Map Amendment for 2212 Senate Street (PDF)



CITY COUNCIL

January 21, 2024 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AMENDMENT CASE SUMMARY

2212 Senate Street, TMS# 11410-22-06

Council District:	2
Proposal:	Request to rezone the property from Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) to Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A).
Applicant:	Miles Madden, Handcrafted Property Solutions LLC
Staff Recommendation:	Approval
PC Recommendation:	12/12/2024; Approve (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.25 acres

Current Use: Vacant Land

Proposed Use: New Construction Duplex

Future Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A)

Proposed Zoning: Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A).

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of [A Plan for the Redevelopment of East Central City](#) (2004), more specifically within Cluster One (Section 2, Page 4). The Plan's site analysis map does not specifically address the property (Section 3A, Page 5), and the community analysis heralds the designation of Lower Waverly as a local historic district (Section 3A, Page 7). The Plan suggests a land use of Detached Single Family Residential (Low Density) for the subject property (Section 4A, Page 1). The Master Plan indicates that in Cluster One, "the existing single-family residential "cores" of the cluster have been well kept and the continued rehabilitation of existing homes should be encouraged. New homes that are constructed on in-fill lots should be respectful of the existing single-family fabric and incorporate design elements similar to that of the surrounding neighborhood. For example, large front porches, side or rear access drives and building setbacks consistent with adjacent properties should be provided" (Section 4C, Page 2). The plan does not identify any catalyst projects on or adjacent to the subject property (Section 5, Page 1).

ZONING

The subject property is currently zoned Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A). The abutting properties within the City of Columbia are zoned Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) to the west, east, and south, and Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) across Senate Street to the north.

The proposed City of Columbia Zoning is Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

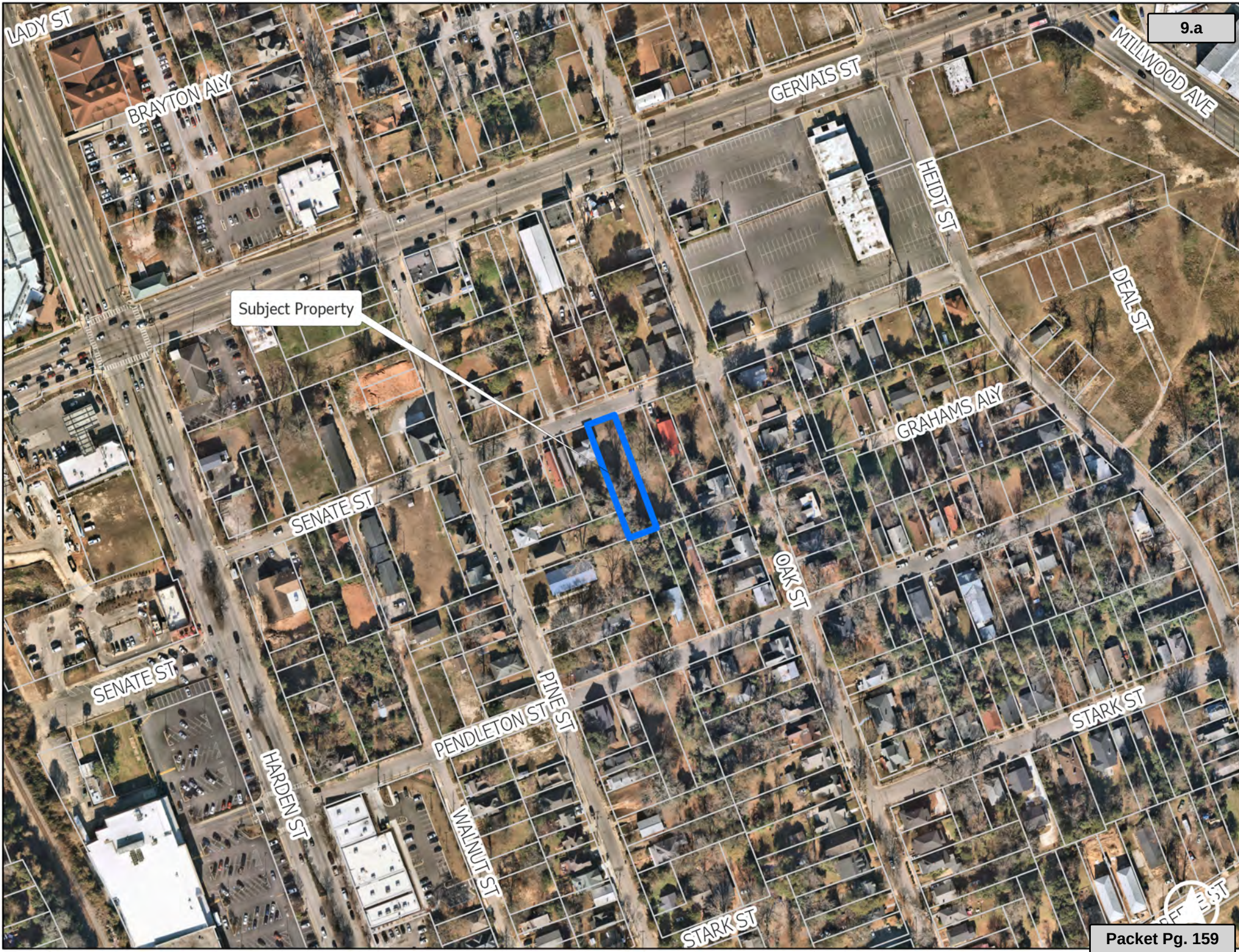
Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A)
The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

STAFF RECOMMENDATION

The lot is in a block that is consistently RSF-3, and while the recommendation to re-zone a property to a more intense district within a single-family block is generally discouraged, the maximum density that this lot could accommodate for duplex or multifamily use with the proposed zoning district of RM-1 is two units. As well, the property is within the Old Shandon/Lower Waverly Historic District. The maximum density, combined with the historic overlay-which will require review of the design and massing of the structure- provides a level of assurance that a proposed development would be compatible with the surrounding neighborhood and provide needed infill development in this area. Staff finds that the proposed zoning is consistent with the future land use classification of UCR-1 in the Columbia Compass plan and that a recommendation to approve is appropriate.

Of note, this same application was heard by PC in October of 2023 (recommended approval 5-2), and City Council (public hearing, first reading deferred 1/23/24); the previous application was abandoned.

Subject Property



Future Land Use

2212 Senate Street, TMS# 11410-22-06

9.a

Future Land Use: Urban Core Residential Small Lot (UCR-1)

Legend

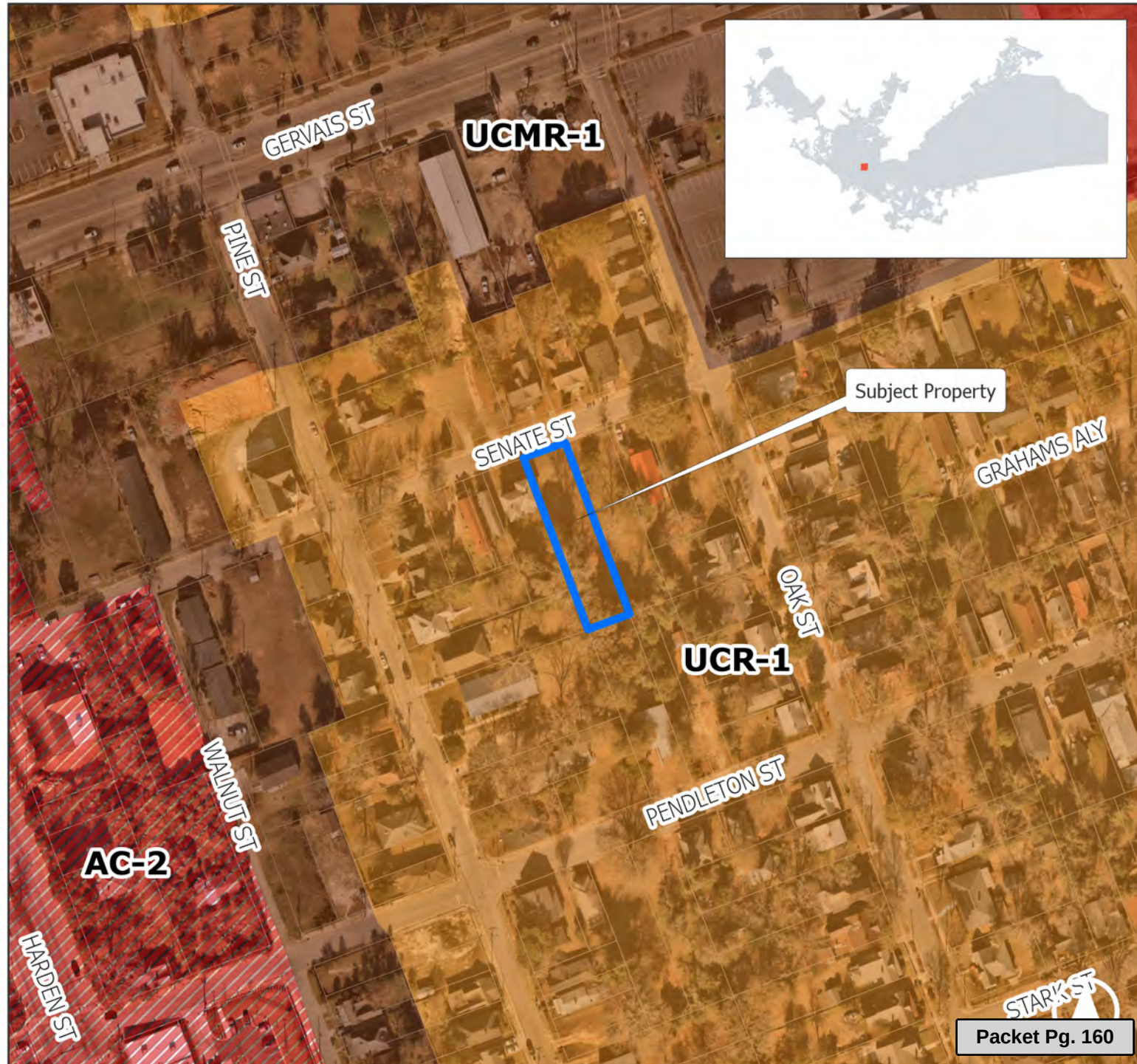
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Planning & Development
Services Department

Created by: swudson Date: 11/19/2024

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

2212 Senate Street, TMS# 11410-22-06

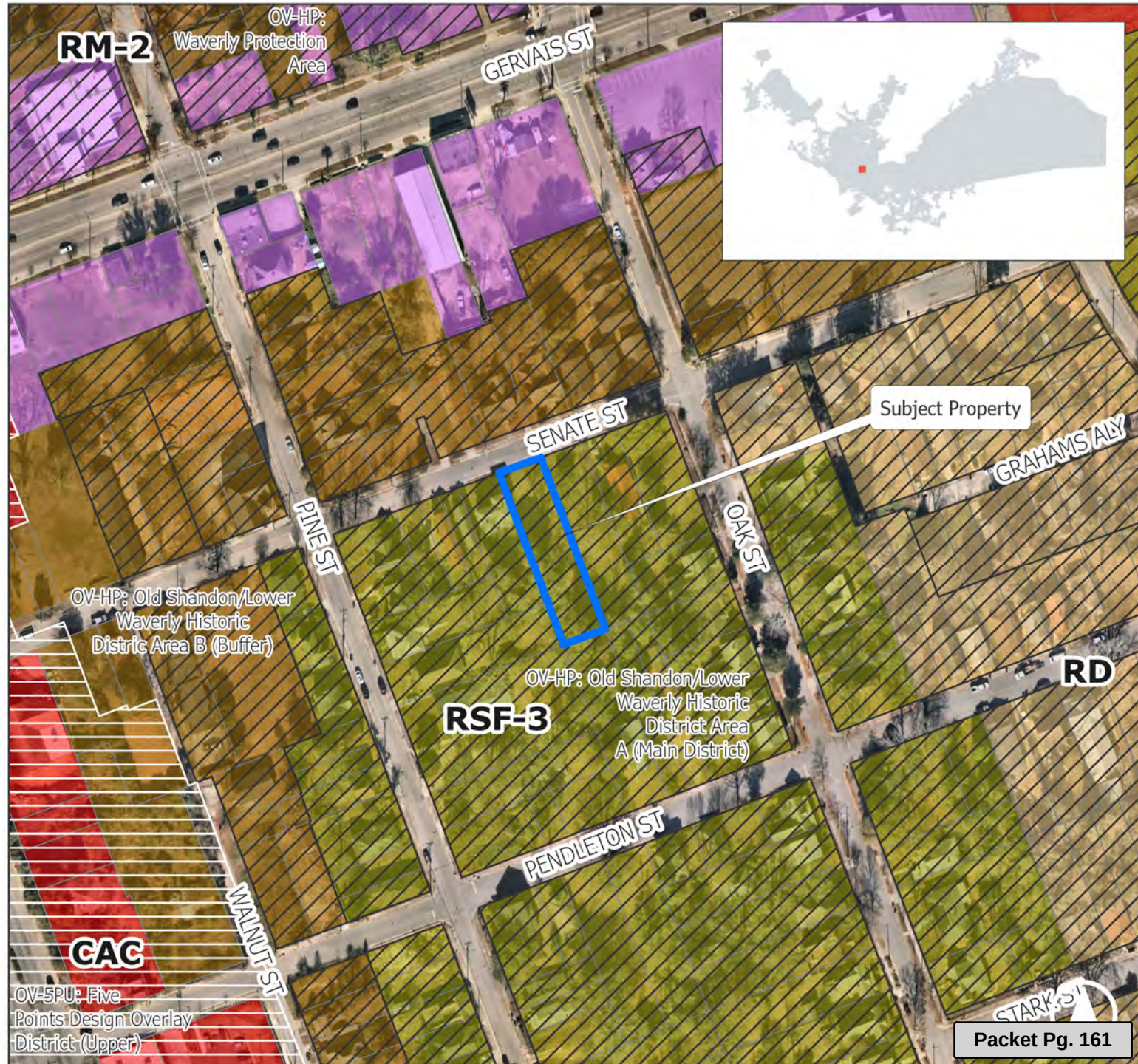
Current Zoning: Residential Single Family - Small Lot District (RSF-3)

Proposed Zoning: Residential Mixed (RM-1)

9.a

Legend

- CAC: Community Activity Center/Corridor
- MU-1: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- RD: Residential Two-Family District
- Design Overlay Districts
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



0 100 200 300 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 11/19/2024

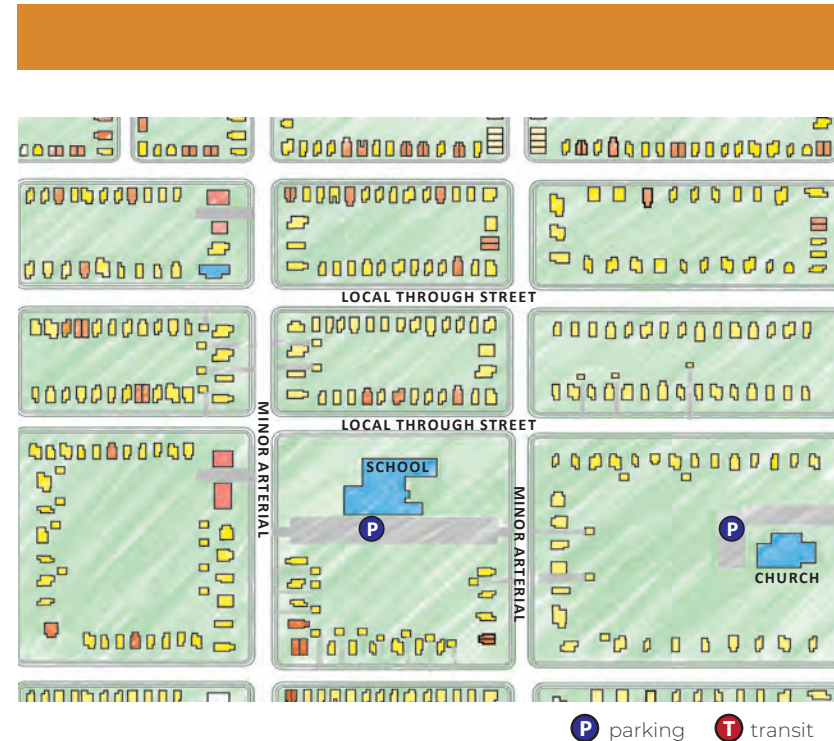
This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Existing Zoning District



RSF-3: Residential Single Family – Small Lot District

Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	5,000
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	15
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Arboretum or botanical garden ²
Cottage Neighborhood Development	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District



RM-1: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
Lot Width, min. (ft.)	75[1]/18[2]	50
Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	40	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Library	Grocery store or food market ²
Cottage neighborhood development	Place of worship ²	Community garden ¹
Dwelling, live-work ¹	Public safety facility	Crop production and processing ²
Dwelling, multifamily	Elementary, middle, or high school ²	
Dwelling, single-family detached	Arboretum or botanical garden ²	
Dwelling, townhouse	Cemetery ²	
Dwelling, two-family	Park or greenway ¹	
Community recreation center	Utility facility, major ²	
Cultural facility ²	Utility facility, minor	
Day care facility ¹	Dry cleaning pick-up ¹	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2025-001

*Amending the Official Zoning Map to modify the zoning for 2212 Senate Street,
Richland County TMS #11410-22-06*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 2212 Senate Street, Richland County TMS #11410-22-06; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2212 Senate Street, Richland County, Richland County TMS# 11410-22-06 as shown in Attachment A, is hereby rezoned from Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) to Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry

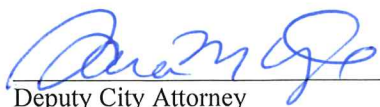
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: January 21, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-006 - Authorizing the City Manager to execute the Richland County/City of Columbia Intergovernmental Fire Agreement between the City of Columbia and Richland County

REQUISITION NO.: R-2025-006

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2025-006 IGA Fire Agreement (PDF)
- **#b:** R-2025-006 - Intergovernmental Fire Agreement (PDF)

STATE OF SOUTH CAROLINA)

) RICHLAND COUNTY/CITY OF

) COLUMBIA INTERGOVERNMENTAL

COUNTY OF RICHLAND) FIRE AGREEMENT

This Agreement is entered into this _____ day of _____, 2025 by and between Richland County and the City of Columbia.

WHEREAS, the City of Columbia currently operates an organized fire department within the City of Columbia limits; and

WHEREAS, Richland County is the authority having jurisdiction within the Richland County (Service Area); and

WHEREAS, the City of Columbia and Richland County executed an Intergovernmental Fire Agreement dated July 1, 2012, which expired June 30, 2017; and

WHEREAS, the City of Columbia is providing the County with a service to organize, manage, maintain and operate a seamless firefighting system in the Richland County Service Area. The City will agree to continue this long-lasting partnership of leveraging resources and shared responsibility in order to maintain the highest level of public safety to the citizens of Richland County through a consolidated seamless fire service system for the protection of life, property and the environment; and

WHEREAS, the services will include fire suppression, rescue, hazardous materials incident response, and any other services as agreed upon by the Richland County and City of Columbia Councils for all residents located in the Richland County Service Area as defined herein and delegated to the City of Columbia; and

WHEREAS, the City and the County will fund, support, and/or initiate actions to maintain or improve, the current Insurance Services Office Public Protection Classification rating within their respective areas through budgetary appropriations.

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

The purpose of this agreement is for Richland County, the Authority Having Jurisdiction (AHJ) in the Service Area boundaries, to delegate authority to the City of Columbia, to establish and develop an organized manner in which to administer, manage, operate and

maintain a system in Richland County for fire protection, to include fire suppression assets and provide for management of fire suppression, rescue, hazardous materials incident response and control, and other agreed upon services. Richland County will provide all other services not specified in this agreement. Richland County shall continue to provide these services at its sole cost and expense. For the avoidance of doubt, the City of Columbia shall be fully compensated for the level of fire services provided for by this agreement.

The City of Columbia operates an established all-hazards fire department and has an appointed Fire Chief which serves as the highest-ranking fire official in Columbia, and will include the Richland County Service Area as defined by this agreement and he shall have administrative and operational authority over department functions to include the administration of all approved funding as detailed in the County Fire Budget. He reports directly to the Columbia City Manager. Resolution of issues related specifically to the Richland County Service Area, will be brought to the City Manager by the County Administrator for resolution.

1. DEFINITIONS:

- a. "Automatic Aid" refers to the immediate dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits for an emergency call or incident.
- b. Automatic Vehicle Location System or "AVL" refers to the system that is used by the 911 Call Center to track the location of emergency vehicles in real time.
- c. Computer Aided Dispatch system or "CAD" refers to the system used by the 911 Call Center to process emergency calls, incident information, emergency vehicle identification, routing and other information used in the dispatching and tracking of calls and emergency vehicles to emergency scenes.
- d. "County" or "Richland County" shall refer to Richland County, Richland County Council, Richland County Administrator or his designee.
- e. "County Fire Service Area" or "Fire Service Area" or "FSA" refers to the area where fire suppression services are provided by the CRFD in the unincorporated areas of Richland County, the City of Forest Acres, the Town of Arcadia Lakes, the Town of Blythewood, and the Town of Eastover.
- f. "Columbia" shall refer to the City of Columbia, Columbia City Council, and Columbia City Manager or their designee.

- g. "Columbia Financial Responsibility" is defined as the responsibility of Columbia to spend funds provided by Richland County in the manner approved and budgeted and to collect water fees or other fees as agreed upon and as described in this agreement, and to properly account for all personnel, operational funds, equipment and supplies.
- h. "Communications Center" refers to the Columbia-Richland Emergency Communications Center, which serves as the Public Safety Answering Point and dispatch center.
- i. Contract Administrator or "CA" refers to Richland County and the City of Columbia's authorized and assigned individuals to monitor for compliance of this agreement through the Columbia-Richland Fire Advisory Committee.
- j. "County Fire District" refers to a duly adopted taxing district that includes all areas in Richland County. An ad valorem tax is collected to provide funding for Richland County services.
- k. "Equipment" refers to vehicles, small engine equipment, and all other small equipment, tools and electronics purchased with county funds, carried on county-owned vehicles, and/or located in county-owned stations or offices.
- l. Fire Advisory Committee or "FAC" refers to the committee which will provide advisory input into the operations of the fire suppression service outlined in this agreement.
- m. "Fire Services" shall refer to fire suppression, rescue, hazardous materials response and control, and any other services approved and funded by Richland County.
- n. "ISO" is the Insurance Services Office. ISO evaluates and rates fire districts and departments.
- o. "Minimum Staffing" refers to the established minimum staffing levels for fire shifts throughout the County Service Area and the City of Columbia limits as defined by NFPA 1710 and other needs as determined by the City of Columbia.
- p. "Mutual Aid" refers to the dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits after another jurisdiction requests direct assistance.
- q. National Fire Protection Association or "NFPA" refers to the association which sets codes and consensus standards for the fire service.

- r. Occupational Safety and Health Administration or “OSHA” refers to the organization which regulates all worker safety.
- s. "Operational and/or Administrative Authority" is defined as the authority contractually delegated to Columbia by Richland County under this agreement, to be used in the provision of approved services, as outlined and funded by Richland County.
- t. "Operational Oversight" is defined as Richland County’s authority to approve and monitor all services funded by this agreement.
- u. Overtime or “OT” refers to the time a worker who is funded through this agreement and has worked over the time threshold as defined by the Fair Labor Standards Act for the employee’s position.
- v. Public Protection Classification or "PPC" refers to the ISO classification used to provide a quantitative value of a fire department's fire suppression capability.
- w. "Richland County Financial Responsibility" is defined as the responsibility of Richland County to budget, collect taxes, collect fees and other sources of revenue, to monitor Columbia's spending of budgeted funds, to monitor equipment and supplies purchased under this agreement, to distribute funds required to administer this agreement.
- x. "Service Area" is defined as all areas of Richland County except those areas that are included in the incorporated limits of Columbia and the Town of Irmo.
- y. “Support Personnel” refers to the employees and costs associated with staff that are needed to carry out the management and administrative functions of this agreement.

2. ORGANIZATION:

- a. A Fire Advisory Committee (FAC) shall be established to maintain an open line of communication between the City and Richland County. It will consist of the following members: Richland County Council will select two Richland County Council Members, who represents primarily unincorporated areas of Richland County; Columbia will select two Columbia City Council Members; County Administrator or a representative; City Manager or a representative; Richland County Emergency Services Director; and the Columbia Fire Chief. Both parties can appoint one additional member each.

i. The purpose of the FAC is to:

- A. Provide advisory recommendations concerning the department's policies, procedures, budget requests, growth, and planning as it relates to providing fire service in the Richland County Service Area and in the City of Columbia.
- B. Provide a platform for discussing and recommending equipment approval and apparatus purchases, fire station renovations, and fire station purchases for the Richland County Service area before these are purchased or contracted.

ii. The FAC will meet quarterly at Fire Department headquarters unless another location is selected by the Fire Chief.

b. Fire Chief – If applicable, during the term of this agreement, the Fire Chief shall be selected by the Columbia City Manager as set forth in City Code and State law. The City Manager will provide information on any applicants being considered to the County Administrator and receive in writing input for consideration on the selection of the Fire Chief. Additionally, the FAC, which includes the County Administrator, will provide input into the Fire Chief's annual performance review submitted in writing to the City Manager.

3. OPERATIONAL IMPLEMENTATION:

a. All incident operational responsibilities outlined under this agreement will be conducted using current National Incident Management System guidelines and the Incident Command System.

b. It is agreed that all Richland County fire assets authorized by this agreement, and assigned to Richland County stations, are available for automatic aid response in Columbia and may be dispatched and used on emergency calls within Columbia. It is agreed that all Columbia fire assets assigned to Columbia stations are available for automatic aid response in Richland County and may be dispatched to calls in the County Fire Service Area.

c. Richland County further delegates to the Fire Chief to assign, limit or restrict the use, for safety reasons, of any and all fire vehicles purchased with Richland County funds and used in the administration of this agreement. Richland County shall provide to the Fire Chief all applicable policies related to the operations of Richland County owned vehicles to ensure the vehicles are operated consistent with Richland County policies regarding the use of County vehicles.

d. All Richland County fire resources shall be available for automatic and mutual aid response to any surrounding jurisdictions provided it does not create a shortage of fire

suppression capabilities in the Fire Service Area and the automatic aid agreements have been approved by Richland County.

e. Any and all agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity will be activated by incorporating them into the emergency response protocols for fire suppression response, and in Communications Center resources such as AVL and CAD, and in all practical applications.

f. Mutual aid agreements will be reviewed annually by the parties, through the FAC, to ensure best practices prior to any emergency incidents.

4. CITY OF COLUMBIA:

a. Tactical operations will be administered using Standard Operating Procedures, Standard Operating Guidelines, policies and procedures as approved by the Fire Chief.

b. A training and deployment plan for the water shuttle operations program will be maintained and exercised following NFPA recommendations to improve training and implementation of the water shuttle system.

c. The Fire Chief will provide a monthly report to both the City Manager and the County Administrator on agreed upon content. Initial content for these reports will be determined within the first 90 days of the signing of this document by the FAC. All additional data requests shall be routed through the County Administrator's Office to the City Manager's Office.

d. All front-line fire response vehicles will utilize the AVL and dispatch CAD system to determine closest appropriate response unit. This information will also be used to determine the correct number of units needed to respond to emergency calls as identified by the type of call.

e. The City, at its own expense and outside of the funds budgeted and allocated herein shall maintain its own vehicles, apparatus, and fire trucks through the City's normal fleet services program.

f. The City of Columbia, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations and equipment owned by the City.

g. The City of Columbia will require fire hydrants along new water system lines at distances outlined by the International Building Code and the Insurance Services Office (ISO).

- h. Hydrants within the Service Area owned by Columbia will be inspected, maintained, and repaired according to ISO and other applicable standards.

5. RICHLAND COUNTY:

a. Richland County retains the right to monitor this agreement and shall have access to any records pertaining to the administration of this agreement and all data collected by Columbia in its implementation of this agreement.

b. Richland County maintains the right to conduct at its sole cost and expense an audit of any and all parts of this agreement to ensure compliance, however, a draft copy of the results shall be provided jointly.

c. All Richland County buildings, vehicles and large pieces of equipment will be insured by Richland County with limits of liability as established by South Carolina law for governmental entities at the County's sole cost and expense.

d. All purchases of specialized equipment and apparatus for the Richland County Service Area will include approval of the Fire Chief which shall not be unreasonably withheld. Specifications for fire apparatus, vehicles, and specialized equipment, must meet requirements necessary to support fire department operational functionality.

e. Richland County will determine where new or relocated stations will be constructed in the Service Area in consultation with the Fire Chief. Richland County will design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans. No construction technique, building material, site location, building design or any other dynamic will be implemented that may compromise the City's ability to maintain operational functionality, personnel safety and/or the department's ability to meet the requirements of this agreement. The City of Columbia and Richland County will strive to build fire stations that promote health and safety for firefighters and anticipate department growth. All fire station design and locations will include approval by the Fire Chief or designee in conformity with standardized designs to ensure consistency among station layouts across the department.

f. Any and all agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity that call for the obligation of resources under this agreement will be activated with the approval of the Fire Chief and in accordance with the terms of this agreement.

g. The County will maintain and/or improve the rural water supply infrastructure.

h. Any pressurized water supply system will be reviewed by the Fire Chief or designee prior to installation. This is to ensure interoperability with existing systems and to maintain constancy with current operational methodology.

i. Richland County, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations, rolling stock (i.e., apparatus, and vehicles) owned by Richland County. Fleet maintenance shall be accomplished through the County's normal fleet services program. The County, with the advice of the Fire Chief shall establish a routine fleet maintenance schedule. The City shall notify the County of any known issues with any County vehicles that require maintenance outside of the routine fleet maintenance schedule. The County shall effectuate repairs and maintenance in a timely manner.

j. Hydrants within the Service Area owned by Richland County will be inspected, maintained, and repaired according to ISO and other applicable standards.

6. PERSONNEL:

a. Only positions authorized and funded under this Agreement (see Appendices B.1 and B.2) and used in the manner approved by Richland County shall be paid from the adopted and approved Richland County fire suppression budget.

b. Columbia will maintain its software interface used to properly track and charge all personnel costs to the corresponding (City or County) budget.

c. Under the terms of this agreement the City has its employees assigned to the County Service Area, and its employees must receive the corresponding salary packages as approved by Columbia City Council for all firefighters. The County during the term of this agreement shall provide equivalent personnel funds for those City employees assigned to the County through its budgeting process, subject to and in conformity with the fiscal year budget approved by Richland County Council.

d. The City will submit through the County's budget process the personnel and operating costs for the provision of fire services response in the County Fire Service Area.

e. Overhead personnel costs will be jointly funded by Richland County and the City of Columbia to support the operations of the Fire Department, which includes the Richland County Fire Service Area. The overhead funding to support such operations will be funded as outlined in Appendix A of this agreement and is subject to approval by each party. The overhead personnel costs will be appropriately charged within the approved County and City

budgets with each party being charged its proportionate share of such personnel cost to include salaries plus benefits.

f. The City of Columbia will be contracted to provide a pre-determined number of Fire-shift (24 hour) personnel in Richland County Service Area fire stations as outlined in Appendices B and B.1. The City of Columbia will provide adequate documentation to account for the proper use of County funds for staffing to protect the Richland County Service Area.

g. The fire department will staff each career fire shift position based on ISO fire company distribution of on-duty personnel and best industry practices which meets South Carolina-Occupational Safety and Health Administration (SC-OSHA) regulations and the National Fire Protection (NFPA) Standard 1710, for fire suppression deployment operations for interior structural firefighting operations and rescue activities for initial arriving companies and initial full alarm assignment capabilities. The Fire Chief or his designee will endeavor to maintain the established minimum staffing levels for fire shifts on a daily basis. However, it is understood these minimum levels may be adjusted as deemed necessary while accomplishing the overall mission of the department.

h. Personnel authorized and funded by Richland County under this agreement, shall be considered City of Columbia employees and subject to the personnel, health and safety policies of Columbia. All volunteer firefighters will comply with the personnel, health and safety policies of the City of Columbia as referred to in the volunteer standard operating guidelines even though not considered City of Columbia employees for purposes of this Agreement.

i. Personnel funded by Richland County will be stationed in the Service Area and personnel funded by Columbia will be stationed in areas inside of Columbia City limits, subject to Section 6(j), herein.

j. Any temporary movement of County personnel used to fill shortages or vacancies at Columbia stations must be accounted for by location, with costs assigned to the appropriate budget (i.e., if County funded personnel are moved to a City fire station for any shift, the City shall be required to pay all personnel costs/overhead for that employee for such shift). The City must keep a daily log of any such movement using daily staffing software or any other appropriate software, which shall be immediately available to the County's CA and/or the FAC upon request, and which shall also be included in the quarterly reports to the County. The Fire Chief or his designee will have the authority to move and/or reassign or transfer personnel but must stay within the established Richland County fire budget.

k. A program for volunteer recruitment, retention, promotion, credentialing, and career development will be established by the Fire Chief or designee and managed by a staff officer, whose role will be to recruit and retain volunteer firefighters for staffing each volunteer fire station as defined for the Service Area as listed in Appendix B.1 (volunteer staffing by station).

7. VOLUNTEER FIREFIGHTERS

a. Under the terms of this agreement all volunteer firefighting personnel will report through the chain of command to the Office of the Fire Chief and will perform their duties as defined and at the discretion of the Fire Chief. The Fire Chief will have the authority to appoint or remove any volunteer firefighter. Any volunteer compensation shall come from the Richland County line item budgeted solely for this purpose; this shall include any and all volunteer operations. All volunteers will be subject to all departmental policies, rules and regulations as set forth by the Fire Chief.

b. Richland County shall provide Worker's Compensation Insurance for volunteers that will supplement the present statutory worker's compensation benefits for volunteer fire fighters. The County, at its discretion, may self-fund these benefits. No Worker's Compensation benefits or claims will be paid by the County for any City employee or any person considered a City employee for the purposes of this agreement (see Sec. 7.a). The following requirements pertaining to worker's compensation shall apply to this agreement:

i. The City, upon notice of an injury or claim by a volunteer, shall notify the County Risk Manager of such injury or claim within four (4) hours of such notice;

ii. The City, its employees, agents, or anyone under its control or supervision, shall NOT direct the care or treatment of any claimant, nor may it make any attempt to direct or administer the claim in any way. The County's Risk Manager will provide Richland County's policies and protocols to the Fire Chief, who will make it part of the CRFD's Standard Operating Guidelines (SOG).

iii. Any City employee or person treated as a City employee under this agreement (see Sec. 7.a.) shall make all claims for injury of any kind to the City.

c. All firefighters authorized under this agreement will receive the same level of training regardless of career or volunteer and must maintain defined standards as set by the Fire Chief or designee. All volunteer firefighters will be encouraged to participate in riding on all fire units in addition to the minimum staffing levels to ensure a seamless fire fighting force and to enhance training sessions and fire ground cohesion during emergencies.

8. FIREFIGHTER TRAINING

- a. Both career and volunteer firefighters will be trained to meet equal certifications including Firefighter I and II, and must maintain defined standards as set by the Fire Chief or designee.
- b. Training will be provided equally and shall be conducted on weekends, weekdays, and weeknights and at hours that accommodate career and volunteer firefighter work schedules.
- c. A training schedule will be coordinated and published each year outlining the classes being offered for the next 12 months. Should classes targeted to the volunteer firefighters schedule not have sufficient applicants signed up to attend the remaining slots will be filled with career personnel as to ensure the class is not cancelled due to lack of participation.
- d. Use of both career and volunteer certified instructors will be coordinated through the Fire Department Training Bureau.

9. PUBLIC PROTECTION CLASSIFICATION

- a. The County and City portions of the fire suppression budget and all operational policies and procedures for fire suppression activities will support maintaining and improving the ISO PPC currently in place at the time of this agreement.
- b. Expenditure of County and City funds for training, equipment and supplies must be used to maintain or improve the ISO PPC for the respective service areas of the Columbia Fire Department and the Richland County (Service Area) and must be approved by the Fire Chief, where applicable.

10. FIRE STATIONS:

- a. The County will be responsible for all existing County owned and operated fire stations and will conduct routine maintenance as required in order to meet applicable codes and regulations for workplace environments. Richland County shall be responsible for insuring all fire stations at its sole cost and expense.
- b. The City will continue to be responsible for all existing City owned and operated fire stations and will conduct routine maintenance as required in order to meet occupational safety and health administration regulations for workplace environments. City of Columbia shall be responsible for insuring all fire stations at its sole cost and expense.
- c. The County will participate in periodic service improvement meetings with the City as it pertains to improving the customer service provided for fire station maintenance.

d. Additional fire stations may be constructed during the term of this agreement. Fire station renovation, relocation, and construction within the Richland County Service Area may be discussed during FAC meetings or between a Richland County designee and City of Columbia designee before contracted or purchased, subject to the approval of Richland County Council.

e. As a part of the County's budget process, the Fire Chief or designee will make capital improvement recommendations to include prioritizing new fire station recommendations in the County Fire Service Area. These recommendations will be in accordance with obtaining the best ISO PPC rating.

f. Richland County shall design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans and in accordance Section 10.d of this Agreement. No construction technique, building material, site location, building design or any other dynamic will be implemented that may compromise the City's ability to maintain operational functionality, personnel safety and/or the department's ability to meet the requirements of this agreement. All fire station design and locations will include approval by the Fire Chief or designee in conformity with standardized designs to ensure consistency among station layouts across the department.

g. The City of Columbia shall design, fund and build expansion stations in accordance with the City of Columbia's strategic and capital improvement plans in conformity with standardized designs to ensure consistency among station layouts across the department.

11. EQUIPMENT:

a. For the entire term of the agreement, the fire department will continue to utilize an electronic inventory and asset accounting tracking system to maintain separate inventories based on County or City owned assets. All purchases of apparatus or equipment shall include approval of the Fire Chief and no equipment shall be placed into service until such approval is given.

b. A complete year-end inventory will be conducted each year of all apparatus, support vehicles and equipment. It will be the responsibility of the Fire Chief or designee to ensure all inventories are reconciled and maintained throughout the duration of this agreement. A copy will be sent to Richland County each year prior to the first of July. After notification to the Fire Chief or designee, the County may conduct on-site inspections of any county building (fire station) at any time to reconcile the daily, monthly, quarterly, or year-end reports with the actual apparatus, support vehicles, assets and equipment at each station. Upon inspection, if the County determines that any report does not reconcile with actual observable conditions, the City will provide a plan to rectify the condition(s) immediately.

c. As equipment and supplies are processed for distribution, electronic records will be maintained to accurately record which equipment was received/issued. A listing of the location of where the property is assigned and to which entity it is charged shall be created each time equipment or supplies are distributed, issued or transferred. The list shall be available to the County immediately upon demand and shall automatically be supplied to the County no less than monthly. No equipment or supply will be issued unless it is signed for and charged to the appropriate station account and approved by the Logistics Officer.

d. Spare, surplus or deadline vehicles or equipment must be kept segregated as Richland County or City of Columbia property. All dead-lined or obsolete equipment or vehicles purchased with Richland County funds will be returned to Richland County for disposal.

e. Richland County will establish and fund interoperable voice and data communication resources for use in the Service Area for vehicles, firefighters who are funded by Richland County, and for use in alerting of volunteer firefighters assigned to Richland County stations.

f. The City of Columbia will establish and fund interoperable voice and data communication resources for use in the City for vehicles, fire fighters who are funded by the City, and for use in alerting of fire fighters assigned to City stations.

g. Richland County will fund and support in an equitable manner, a cloud based, interactive dispatching application that is accessible by responders in the field. The system should be mutually agreed upon to ensure that it meets the operational and technical capabilities of the dispatch system. The Fire Chief shall recommend operational guidelines for such applications.

h. The Fire Chief or designee will maintain a research & development group charged with developing apparatus and equipment specifications meeting best industry practices for use within the City and County. Any new apparatus and equipment purchased will be compatible with the City's equipment, operational methodology, and will meet or exceed the latest (NFPA) National Fire Protection Association standards and/or applicable (OSHA) Occupational Safety and Health Administration regulations, and any other applicable safety standards. The Fire Chief will provide to Richland County recommended apparatus (fire truck) specifications that will be used for the purchasing of apparatus in the County (Service Area) in order to maintain or improve the current operational functionality, safety and/or the ISO PPC rating.

i. The County will provide funding as available to replace their apparatus, support vehicles and equipment as necessary in order to maintain a strong rolling stock, to include additional

pumpers, rescues, ladders, tankers, brush trucks, and support vehicles to serve as reserve units when front line units are out of service for maintenance.

j. It will be at the discretion of the Fire Chief to assign, place or station any City or County equipment or apparatus to further enhance the overall operations as outlined in the agreement. In exercising that discretion, the Fire Chief will place equipment funded by the City in city owned stations and equipment funded by the County in county owned stations.

k. If either party (City or County) are required to place its reserve apparatus or vehicles on the front line to supplement the other's fleet, a charge to the appropriate budget for all fuel costs and any actual time and cost for any repairs during the time of use will be made to the appropriate budget.

l. Richland County will share cost of and jointly fund all support vehicles and staff vehicles assigned to support personnel as approved by the Fire Chief and as found in Appendix A. All capital replacement costs for replacing such vehicles will be requested through the annual budget process for those vehicles needing replacements as funded and listed in each budget.

m. Richland County will replace City-purchased medical equipment used and taken by Richland County EMS in continuance of patient care.

12. FINANCIAL/ACCOUNTABILITY:

a. The City of Columbia, through the City Manager, shall present a budget request that reflects the actual cost to operate the County's portion of the fire service to the Richland County Administrator. The Fire Chief will participate, along with the Emergency Services Department Director, in the preparation of the budget request. Each budget request will be at the funding levels necessary for the collective operations of the Fire Service Area.

b. The City Manager will submit budget requests for the fire service to the Richland County Administrator prior to January 15th of each year.

c. The budget requests will outline all expenses, assigning each expense to the appropriate general ledger account and station budget. All positions funded will be listed and include current salary information. All positions, equipment, and supply costs must be attributed to a specific station. Cost of living and merit increases will be included within each budget request as recommended by the City Manager. After reviewing the budget request, Columbia and Richland County Councils will determine for their respective organization the amount to be funded to support operations. Should funding levels approved by Richland County not be sufficient to cover amount requested, the Fire Chief will make recommendations to the City Manager and the County Administrator as to where services

could be reduced in order to meet approved funding levels and each will have final approval for their respective areas. After the budget has been approved, the Fire Chief must remain within established funding levels during the approved budget fiscal year.

d. All budgeted, routine supplies and equipment purchases made in accordance with this agreement or identified in budget appropriations must be made pursuant to the City of Columbia or Richland County's procurement regulations and charged to the appropriate general ledger/object code for City or County. All such purchases for services and expenses will be detailed by line item indicating the purchase based on City or County owned.

e. The City of Columbia shall collect a fee in the amount required by City Code Sec. 23-146(g), on each City water customer account located in Richland County in the Service Area. These fees will be used by Richland County to defray funding costs for the approved Richland County fire suppression budget. All fees collected pursuant to this agreement are to be remitted to Richland County on a monthly basis. Richland County may request an increase in the fee for City Council's consideration, which is in the sole and exclusive legislative discretion of City Council to approve or not to approve.

f. Notwithstanding anything in this Agreement to the contrary, in the event the actual costs of services provided hereunder exceed the total amount received from the County, the parties agree to reconcile the balance owed with additional amounts due from the County. In the event the actual costs of services provided hereunder are less than the total amount received from the County, that excess shall be credited to the County portion owed for the following year.

g. During the term of this agreement, the City will include a projection of these indirect costs in its annual budget request to the County. These projections will be based on reasonable estimates and historical data. These costs shall include but not be limited to: human resources, payroll, finance, procurement, fleet services, information technology, risk management, etc. and will be included in subsequent budget requests and, subject to approval of the budget request by Richland County Council, transferred from the County Fire budget to the City General Fund in order to cover such costs incurred by the City.

h. The City of Columbia shall develop and present to Richland County, for consideration, a separate long-range capital replacement plan for large apparatus and vehicle and major station renovations consistent with Sections 10 and 11, herein.

i. The City and County budgets shall fund the cost of all vehicle's repairs, replacements and fuel expenses for their own vehicles that support the unified fire operations and as listed in

Appendix A (Overhead Vehicles) to be listed within each respective budget as listed in Appendix A at 17 vehicles each totaling 34 overhead vehicles.

j. The County may endeavor to adequately fund and replace their apparatus, support vehicles and equipment as necessary in order to maintain a strong rolling stock, to include additional pumpers, a rescue, a ladder, tankers, brush trucks, and support vehicles to serve as reserve units when front line units are out of service for maintenance.

14. TERMS:

- a. This agreement shall be effective as of _____, 2025.
- b. The term of this agreement shall be for a period not to exceed five (5) years with the County reserving the option to explore, during that period of time, alternatives for the provision of fire services in the unincorporated areas of Richland County.
- c. Either party may terminate this agreement after notifying the other party in writing with no less than six (6) months' notice; however, both parties agree to a consenting transition plan of at least twelve (12) months concluding at the end of a fiscal year (June 30).
- d. Upon termination of this agreement, all equipment which has been purchased with county funds and owned by the county—including vehicles, small engine equipment, and all other small equipment, tools and electronics purchased with county funds, carried on county-owned vehicles, and/or located in county-owned stations or offices or city-owned stations or offices—will be returned to Richland County and remain under the County's responsibility.

15. INCORPORATION AND MERGER:

- a. This document contains the entire agreement between the parties and no other representations, either written or oral shall have effect. Any modification of this Agreement shall be by a signed writing between the parties.

16. MISCELLANEOUS:

- a. BREACH: In the event either party shall fail to comply with this agreement, and such failure shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this agreement.
- b. WAIVER: The failure of either party 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 provisions or of any other provision of this agreement at any time.

Waiver of any breach of this agreement by either party shall not constitute waiver of subsequent breach.

c. NOTICE: Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid or and addressed to:

City of Columbia
City Manager
Post Office Box 147
Columbia, SC 29217

d. NOTICE: Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County
County Administrator
2020 Hampton Street
Post Office Box 192
Columbia, SC 29202

e. Written notice also may be made by personal hand-delivery to the City Manager or the County Administrator.

f. AGREEMENT INTERPRETATION: Ambiguities in the terms of this agreement, if any, shall not be construed against the City. This agreement shall be interpreted pursuant to the laws of the State of South Carolina.

g. SEVERABILITY: : If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.

h. CAPTIONS AND HEADINGS: The captions and headings throughout this agreement are for convenience and reference only, and the words contained therein shall in no way be

held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this agreement.

i. NON FUNDING APPROPRIATIONS: Notwithstanding anything in this agreement to the contrary, the City's and the County's obligations to pay the costs of performing its obligations under this agreement shall be subject to and dependent upon appropriations being made from time to time by the City Council and County Council for such purposes.

j. APPENDICES: The appendices to this Agreement shall be mutually agreed upon by the City of Columbia and Richland County within thirty (30) days of execution of this Agreement or as soon thereafter as is practicable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate original, the day and year first above written.

WITNESSES:

_____	_____
_____	, County Administrator
	On behalf of RICHLAND COUNTY
	Date: _____

WITNESSES:

_____	_____
_____	Teresa Wilson, City Manager
	On behalf of CITY OF COLUMBIA
	Date: _____

APPENDIX A

SUPPORT PERSONNEL (OVERHEAD)

#	POSITION	#	POSITION
1	Fire chief	1	Fire Health & Safety Coordinator
3	Assistant Chief(s)	1	Fire Volunteer Coordinator
1	Accreditation/CRR Chief	1	Administrative Specialist
3	Division Chief(s) (Suppression)	1	Administrative Coordinator
1	Hazmat Rescue Coordinator	1	Fire Analysis Specialist
1	Fire Staffing Officer	1	Fire Public Education Officer
1	Public Information Officer	1	Fire Recruiting Officer
1	Chief of Training	2	Lead Administrative Assistant(s)
5	Fire Training Officer(s)	1	Fire Logistics Officer
1	Senior Training Coordinator	1	Fire Support Technician
1	Executive Assistant	1	Fire SCBA Technician
1	Communications Officer	1	Materials Control Clerk
	Total	33 ^a	

FIRE SHIFT PERSONNEL (OVERHEAD)

The following personnel are included and considered overhead and work a 24-hour fire shift schedule and are funded from the appropriate budget as listed in Appendix B.1 & B.2.

#	PERSONNEL
18	Battalion Chief(s)

^a 33 support overhead personnel positions are equally funded by Richland County and the City of Columbia, which includes salaries plus benefits, listed within each party's respective administrative budgets.

APPENDIX A

SUPPORT PERSONNEL (OVERHEAD) VEHICLES^b

#	CITY - FUNDED	#	COUNTY - FUNDED
1	Fire Chief	1	Assistant Chief(s)
2	Assistant Chief	1	Hazmat Rescue Coordinator
1	Accreditation/CRR Chief	1	Fire Staffing Chief
1	Division Chief (Suppression)	1	Fire Health & Safety Chief
1	Public Information Officer	1	Fire Volunteer Coordinator
1	Training Chief	1	Fire Support Technician
1	Fire Logistics Officer	3	Fire Training Officer(s)
1	Fire SCBA Technician	3	Battalion Chief(s) (Suppression)
2	Fire Training Officer(s)	3	Staff Vehicles (Reserve Spares)
1	Fire Recruiting Officer	1	Communications Officer
2	Battalion Chief(s) (Suppression)	1	Safety Officer
3	Staff Vehicles (Reserve Spares)		
17		17	

^b The listed vehicles are assigned to emergency response personnel and support staff and will be funded by Richland County and the City of Columbia to include all fuel cost, repairs and maintenance cost and listed within each party's respective budgets. Future replacement vehicles will be requested and funded through each respective budget process.

APPENDIX B

B.1

PERSONNEL

Units located in rural areas of the County are staffed with two (2) career personnel and an active volunteer roster. Units located in suburban/urban areas are staffed with four (4) career personnel. The County Rescue units are staffed with three (3) career personnel in order to handle the technical functions they must serve, as well as a centrally located man-power force to augment volunteer response fluctuations.

County – (fire Shift Career Staffing) and volunteer staffing by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
1 - Headquarters	Career	Engine 1/ HazMat 1	2 ^d	6	0
	Career	Relief Personnel ^c		33	
14 – Dentsville	Career	Engine 14	4	12	0
		Ladder 14	4	12	0
15 – Cedar Creek	Satellite	Engine 15	0	0	10
		Tanker 15	0	0	
		Brush Truck 15	0	0	
17 – Upper Richland	Combination	Engine 17	1	3	20
		Tanker 17	1	3	
		Brush Truck 17	0	0	
18 – Crane Creek	Combination	Engine 18	1	3	20
		Tanker 18	1	3	
		Brush Truck 18	0	0	
19 – Gadsden	Combination	Engine 19	1	3	20
		Tanker 19	1	3	
		Brush Truck 19	0	0	
20 – Ballentine	Combination	Engine 20	1	3	20
		Tanker 20	0	0	
		Brush Truck 20	0	0	
		Rescue 2 ^c	3	9	

^c Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 33 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the fire department staffing ratio (factor).

^d Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland county and the City of Columbia.

^e During the term of this agreement the fourth (4th) career positions on the County Rescue units may be funded by Richland County at one (1) additional position each year or as budget funds become available.

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
21 – Springhill	Satellite	Engine 21	0	0	10
		Tanker 21	0	0	
		Brush Truck 21	0	0	
22 – Lower Richland	Career	Engine 22	4	12	0
		Tanker 22	0	0	
		Brush Truck 22	0	0	
		Battalion 4	1	3	
23 – Hopkins	Combination	Engine 23	1	3	20
		Tanker 23	0	0	
		Brush Truck 23	0	0	
		Rescue 5 ^e	3	9	
24 – Sandhill	Career	Engine 24	4	12	0
		Brush Truck 24	0	0	
		Battalion 3	1	3	
25 – Bear Creek	Combination	Engine 25	1	3	20
		Tanker 25	1	3	
		Brush Truck 25	0	0	
26 – Blythewood	Combination	Engine 26	1	3	20
		Tanker 26	1	3	
		Brush Truck 26	0	0	
27 – Killian	Combination	Engine 27	1	3	20
		Tanker 27	0	0	
		Brush Truck 27	0	0	
		Rescue 3 ^e	3	9	
28 – Eastover	Combination	Engine 28	1	3	20
		Tanker 28	1	3	
		Brush Truck 28	0	0	
29 – Congaree Run	Combination	Engine 29	1	3	20
		Tanker 29	0	0	
		Brush Truck 29	0	0	
		Rescue 4 ^e	3	9	
30 – Capital View	Combination	Engine 30	1	3	20
		Tanker 30	1	3	
		Brush Truck 30	0	0	
31 –Leesburg	Career	Engine 31	4	12	0
		Tanker 31	0	0	
		Brush Truck 31	0	0	

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
32 – Jackson Creek	Career	Engine 32	4	12	0
33 – Gills Creek	Career	Engine 33	4	12	0
34 – Elders Pond	Career	Engine 34	4	12	0
TOTAL			66	231	240

The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the City of Columbia.

APPENDIX B
B.2

PERSONNEL

City – (Fire Shift Career Staffing) by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing
1 – Headquarters	Career	Engine 1/HazMat 1 Rescue 1 Rehab 1 Relief Personnel ^f	2 ^g 4 1 	6 12 3 34
2 – Ferguson	Career	Engine 2 Battalion 1	4 1	12 3
3- Industrial Park	Career	Engine 3	4	12
4 – Wood Creek	Career	Engine 4	4	12
6 – Saint Andrews	Career	Engine 6 Battalion 2	4 1	12 3
7 – North Columbia	Career	Ladder 7	4	12
8 – Atlas Road	Career	Engine 8 Ladder 8	4 4	12 12
9 – Shandon	Career	Engine 9 Ladder 9	4 4	12 12
11 – Blume Court	Career	Engine 11	4	12
12 – Greenview	Career	Engine 12 Battalion 5	4 1	12 3
13 – Eau Claire	Career	Engine 13	4	12
16 – Harbison	Career	Engine 16	4	12
TOTAL			62	220

The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the City of Columbia.

^f Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 34 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the fire department staffing ratio (factor).

^g Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland county and the City of Columbia.

RESOLUTION NO.: R-2025-006

Authorizing the City Manager to execute the Richland County/City of Columbia Intergovernmental Fire Agreement between the City of Columbia and Richland County

WHEREAS, the City Manager shall be authorized to execute the attached Richland County/City of Columbia Intergovernmental Fire Agreement; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2025 that Columbia City Council hereby approves the attached Richland County/City of Columbia Intergovernmental Fire Agreement, or on a form approved by the City Attorney, and authorizes its execution by the City Manager.

Requested by:

Fire Chief Jenkins _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



MEETING DATE: January 21, 2025

DEPARTMENT: City Manager

FROM: *Teresa Wilson, City Manager*

SUBJECT: Richland Lexington Airport District Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**