



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 5, 2019**

The Columbia City Council will conduct a Special Called Meeting at 10:00 a.m., Budget Workshop at 12:00 p.m., Work Session at 2:00 p.m., and a Council Meeting at 6:00 p.m. on Tuesday, March 5, 2019 at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203.

The Honorable Mayor Stephen K. Benjamin

The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large

The Honorable Moe Baddourah, District III ▪ The Honorable Howard E. Duvall, Jr., At-Large

The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable Daniel J. Rickenmann, District IV

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

SPECIAL CALLED MEETING - 10:00 A.M.

EXECUTIVE SESSION

1. Discussion of appointment of a person to a public body pursuant to S.C. Code §30-4-70(a)(1)
 - Columbia Housing Authority
-

FISCAL YEAR 2019/2020 BUDGET WORKSHOP - 12:00 P.M.

2. Economic Development - Mr. Ryan Coleman, Economic Development Director

WORK SESSION - 2:00 P.M.

INVOCATION

CITY COUNCIL DISCUSSION

3. Columbia City of Women Update - Mrs. Rachel Hodges, Columbia City of Women Committee
 4. Community Promotions Funding - Ms. Ginger Fanning, Grants Coordinator / Community Projects Liaison
-



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EXECUTIVE SESSION

5. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)

*Finlay Park
Municipal Complex
Parking Incentive*

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

*Smoking Ordinance
Business License Fees*

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

*Murray Point
Disaster Recovery Recipients*

8. Receipt of legal advice relating to a pending, threatened, or potential claim pursuant to S. C. Code §30-4-70(a)

Tameka Price v. City

COUNCIL MEETING - 6:00 P.M.

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 5, 2019**

CONSENT AGENDA ITEMS 9 THROUGH 16

9. Council is asked to approve the Purchase of two (2) Chevrolet Tahoes for the Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet, using the SC State Contract in the amount of \$66,688.00. This vendor is located in Columbia, SC.

Funding Source: Federal Equitable Sharing- Auto, Trucks, Heavy Equipment-Capital 2042412 - 658500. The original budget is \$66,688.00.

10. Council is asked to approve an Engineering Services Agreement for Hyatt Park Design Services (Phase I), as requested by the Parks and Recreation Department. Award to Kenneth B. Simmons, LLC in the amount of \$110,135.00. This firm is located in Columbia, SC.

Funding Source: 4039999-658650 - PK006802- 658650 The original budget amount is \$115,000.00.

Kenneth B. Simmons of Columbia, SC is the prime consultant and will provide landscape architectural and engineering services at 57.1% (\$62,847.00) of the contract value.

The following sub-consultants will provide additional services:

Cox and Dinkins, Inc., of Columbia, SC will provide civil engineering and surveying services at 15% (\$16,520.00) of the contract value.

John Bowman Architect, Inc., a Minority Business Enterprise of Columbia, SC will provide architecture services at 7.5% (\$8,250.00) of the contract value.

Robinson Design Engineers, of Charleston, SC will provide stream restoration/daylighting/404 permitting services at 20.4% (\$22,518.00) of the contract value.

11. Council is asked to approve the Purchase of a Heavy Duty Backhoe for the Water Division, as requested by Columbia Water. Award to Blanchard Machinery, using the SC State Contract in the amount of \$127,333.00. This vendor is located in West Columbia, SC.

Funding Source: Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment - Capital; 5516203-658500 - The original budget amount is \$127,333.00.



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12. Council is asked to approve Contract Amendment #4 for Project WM4167; Columbia Canal Embankment Inspections, as requested by Columbia Water. Award to Chao and Associates, Inc., a Minority Business Enterprise in the amount of \$271,140.00. This firm is located in Columbia, SC.

5556101-WM4167-638500. The original budget amount for this renewal is \$300,000.00.

13. Council is asked to approve a Contract for Project SS7261; Lake Katherine Sewer Capacity Enhancement as requested by Columbia Water. Award to McClam & Associates, Inc., a Local Business Enterprise (LBE) in an amount not to exceed \$24,381,336.10, which includes a contingency. This firm is located in Little Mountain, SC. The LBE preference policy was applied to this project.

Funding Source: 5529999-SS726101-658650. The original budget amount is \$24,669,473.70

This is a Columbia Disadvantaged Business Enterprise (CDBE) project and a Subcontracting Outreach Program (SOP) project with a 10% goal assigned to each program.

The CDBE goal for this project has been met at 10.26% of the total contract value. The following services will be provided by the CDBE suppliers/subcontractors:

Taylor Brothers Construction Co., a CDBE of Columbia, SC, will provide stone and hauling services at 7.19% (\$1,593,397.00) of the contract value.

Herndon Inc., a CDBE of Lugoff, SC will provide erosion control and grassing services at 0.32% (\$71,309.20) of the contract value.

Chao & Associates Inc., a CDBE of Columbia, SC, will provide survey services at 0.25% (\$55,120.00) of the contract value.

Smoak Construction, LLC, a CDBE of Little Mountain, SC will provide bypass pumping and piping at 2.50% (\$550,373.21) of the contract value.

The SOP goal for this project has been met at 28.36%. The following additional supplies/services will be provided by (SOP) suppliers/subcontractors:

Horizontal Unlimited, Inc. of Westminster, SC will provide jack & bore services at 6.50% (\$1,440,000.00) of the contract value.

CJ Geo Contractors of Williamsburg, VA will provide pipe abandonment services at 0.33% (\$73,910.00) of the contract value.



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BC Cannon Company, Inc. of Greenville, SC will provide traffic control services at 0.38% (\$83,400.00) of the contract value.

Blythe, of West Columbia will provide asphalt paving services at 0.93% (\$206,000.00) of the contract value.

Aero Photo, of Jacksonville, FL will provide above ground video services at 0.02% (\$3,580.00) of the contract value.

Xylem, of Summerville, SC will provide by pass services at 3.38% (\$750,000.00) of the contract value.

HydroStructures, of Cayce, SC will provide CCTV services at 0.22% (\$48,000.00) of the contract value.

Tindall Precast, of Spartanburg, SC will provide pre-cast services at 1.92% (\$426,031.00) of the contract value.

Evergreen Enterprises Landscaping, Columbia, SC will provide landscaping services at 2.26% (\$500,000.00) of the contract value.

Intech Coating Consultants, Sherwood Parl, Alberta T8C-1H5, will provide interior epoxy coating supplies at 0.11% (\$25,000.00) of the contract value.

Fortillne Inc., Concord, NC will provide waterworks services at 0.80% (\$176,390.00) of the contract value.

American Cast Iron Pipe Co., Birmingham, AL will provide ductile iron pipe supplies at 11.51% (\$2,550,680.00) of the contract value.

14. Resolution No.: R-2019-013 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Greater Columbia Record Fair on Sunday, April 28, 2019
15. Resolution No.: R-2019-016 Authorizing consumption of beer and wine beverages only at Columbia Food and Wine Festival at the Five Points Fountain on Sunday, April 28, 2019 with a rain contingency date of Sunday, May 5, 2019
16. Resolution No.: R-2019-017 Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 8, 2019



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**COLUMBIA CITY COUNCIL MEETING AGENDA
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APPOINTMENTS

- 17. Columbia Housing Authority
- 18. Greater Columbia Community Relations Council

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Discussion of appointment of a person to a public body pursuant to S.C. Code §30-4-70(a)(1)

PURPOSE: Columbia Housing Authority

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Economic Development - Mr. Ryan Coleman, Economic Development Director

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Columbia City of Women Update - Mrs. Rachel Hodges,
Columbia City of Women Committee

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Collaborate and partner with entities



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Community Promotions Funding - Ms. Ginger Fanning,
Grants Coordinator / Community Projects Liaison

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Provide high quality municipal services



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)

PURPOSE: Finlay Park
Municipal Complex
Parking Incentive

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Smoking Ordinance
Business License Fees

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Murray Point
Disaster Recovery Recipients

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Receipt of legal advice relating to a pending, threatened, or potential claim pursuant to S. C. Code §30-4-70(a)

PURPOSE: Tameka Price v. City

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of two (2) Chevrolet Tahoes for the Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet, using the SC State Contract in the amount of \$66,688.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R194790

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Federal Equitable Sharing- Auto, Trucks, Heavy Equipment-Capital 2042412 - 658500. The original budget is \$66,688.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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

ATTACHMENTS:

- **#a:** Tahoe SC Contract (PDF)
- **#b:** Love Chevrolet (PDF)

Rob Malpass, Procurement Manager
 Phone: (803) 737-5769
 Email: remalpass@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Section: V
 Page: 8
 Date: 11/1/2017

LE-8: Pursuit Utility, Full Size, 4x2, Flex Fuel

Contract Number: **4400017323**

Contractor: **Love Chevrolet Company**

Initial Contract Term: 11/1/2017 - 10/31/2018

Address: 100 Parkridge Drive, Columbia, SC
29212

Contract Rollover Dates: 11/1/2018 - 10/31/2019

Vendor #: 7000044959

Order Cut Off Date: **3/20/2019**

Contact: **Donna Casey**

Model: **Chevrolet Tahoe PPV - CC15706**

Email: governmentsales@loveauto.com

Commodity Code: 07105

Telephone: **803-794-9004 ext. 7**

Delivery Days ARO: 90

Fax: **803-926-7467**

BASE PRICE \$32,734.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

<i>4x4 Pursuit Package</i>	\$3,550.00
<i>Towing Package (State Standard Spec)</i>	\$25.00

Optional Deductions

<i>HD Vinyl/Rubber Flooring</i>	\$100.00
<i>Spot Light (Left Door Mounted)</i>	\$385.00
<i>Delivery Fee (Per Vehicle)</i>	\$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	9 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$1.67

[Return to Index](#)

Love Chevrolet Company
P.O. Box 8387
Columbia, South Carolina 29202
(803) 794-9000



To: City of Columbia

Attn: Marlon Epps

From: Donald Shumpert

Date: February 14, 2018

Re: State Contract #4400017323

Base Price: \$32734.00.

Deduct Spotlight - <\$385.00>

Add Undercover Wheels - \$495.00

Total - \$32844.00 plus IMF

A handwritten signature, which appears to be "Donald Shumpert", is enclosed within a hand-drawn oval.



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Engineering Services Agreement for Hyatt Park Design Services (Phase I), as requested by the Parks and Recreation Department. Award to Kenneth B. Simmons, LLC in the amount of \$110,135.00. This firm is located in Columbia, SC.

PURPOSE: Kenneth B. Simmons of Columbia, SC is the prime consultant and will provide landscape architectural and engineering services at 57.1% (\$62,847.00) of the contract value.

The following sub-consultants will provide additional services:

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Robinson Design Engineers, of Charleston, SC will provide stream restoration/daylighting/404 permitting services at 20.4% (\$22,518.00) of the contract value.

REQUISITION NO.: R189577

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 4039999-658650 - PK006802- 658650 The original budget amount is \$115,000.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Consultant for providing landscape architectural and engineering services for Hyatt Park.

Services to be performed will impact City Council District 1. The Office of the City Attorney has reviewed the Agreement and the Director of Parks and Recreation recommend its approval.

ATTACHMENTS:

- **#a:** Agreement-Kenneth B. Simmons-Hyatt Park Design Services (Phase I) (PDF)

Kenneth B. Simmons, LLC
Hyatt Park Design Services (Phase I)



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP005-18-19-NMJ Hyatt Park Design Services (Phase I).

1. PURPOSE – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Kenneth B. Simmons, LLC (hereinafter referred to as the “Consultant”), to sentence for purpose provide landscape architectural and engineering services for the City of Columbia, SC.

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

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

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

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

4. TERM OF AGREEMENT – The term of the Agreement is the date of the execution of the *Notice to Proceed* for an initial term of one (1) year, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. SCHEDULE FOR COMPLETION OF SERVICES – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

6. COMPENSATION – (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement

Kenneth B. Simmons, LLC
Hyatt Park Design Services (Phase I)

shall not exceed One Hundred Ten Thousand, One Hundred Thirty-Five Dollars and No/100 (\$110,135.00).

- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto. Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.**
- C. Invoicing Procedure: See Exhibit E**
Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.
- D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit Exhibit F)**
- 1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.**
 - 2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her 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's Assistant City Engineer for Construction or his/her designee.**
 - 4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.**
 - 5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant**

Kenneth B. Simmons, LLC
Hyatt Park Design Services (Phase I)

must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% 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, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>35</u> %
MBE	<u>7.5</u> %
WBE	<u> </u> %
LSA	<u> </u> %

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

3. MENTOR-PROTÉGÉ PROGRAM (<http://www.columbiasc.net/business-outreach/>) N/A

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

Kenneth B. Simmons, LLC
Hyatt Park Design Services (Phase I)

minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are

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

4. INDEMNIFICATION & INSURANCE

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

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

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

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

Kenneth B. Simmons, LLC
Hyatt Park Design Services (Phase I)

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

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

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

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

5. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of

Kenneth B. Simmons, LLC
Hyatt Park Design Services (Phase I)

Engineering Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.
6. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
7. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

8. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:
- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
 - B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Force Majeure;

Kenneth B. Simmons, LLC
Hyatt Park Design Services (Phase I)

- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

- 9. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
- 10. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
- 11. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia
Name: Department of Procurement & Contracts
Address: 1800 Main Street, Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Email: procurement@columbiasc.gov

Kenneth B. Simmons, LLC
Name: Kenneth B. Simmons
Title: Owner
Address: 2711 Middleburg Drive, Suite 210
Columbia, SC 29204
Phone: 803-331.7728
Email: ksimmons@kbsala.com

12. **CONSENT DECREE (N/A)**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States

Kenneth B. Simmons, LLC
Hyatt Park Design Services (Phase I)

District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

13. MISCELLANEOUS

Kenneth B. Simmons, LLC
Hyatt Park Design Services (Phase I)

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

Kenneth B. Simmons, LLC
Hyatt Park Design Services (Phase I)

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

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any

Kenneth B. Simmons, LLC
Hyatt Park Design Services (Phase I)

individual or organization without the prior written approval of the City.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

KENNETH B. SIMMONS, LLC

KENNETH B. SIMMONS JR./owner

Print: Name/Title

Signature

Date: 2/14/19

Recommended by:

Randy Davis, Director of Parks and Recreation

Pamela R. Benjamin, CRM, Chief of Staff/Director of Human Resources

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

1/25/2019

REV 1/28/2019

REV 2/14/2019

"EXHIBIT A"
SCOPE OF SERVICES
DESIGN, CONSTRUCTION DOCUMENTATION AND
CONSTRUCTION ADMINISTRATION SERVICES FOR
HYATT PARK
FOR THE CITY OF COLUMBIA
DEPARTMENT OF PARK AND RECREATION

GENERAL

The scope of work for this proposal shall include landscape architectural and engineering services to implement Phase 1 of the Hyatt Park masterplan with permitting and construction/bid documents. Phase I improvements are identified, but are not limited to, include daylighting approximately 500 square feet of the piped Smith Branch tributary onsite, restoring the existing Smith Branch tributary stream that converges with the proposed daylighted stream, community greenspace, playground, multiple walkways, amphitheater, splash pad, sculpture garden, gateway plaza and rain garden and limited ornamental fencing.

OWNER – City of Columbia

DESIGN TEAM – Includes the prime consultant Kenneth B. Simmons Associates, LLC (KBS) and appropriate sub consultants. The Prime Consultant will utilize the services of sub consultants for assistance and completion of some of the below tasks.

The following sub consultants shall be used for this project:

1. Civil Engineering – Cox and Dinkins, Inc.
2. Architecture – John Bowman Architects
4. Stream Restoration/Daylighting – Robinson Design Engineers
5. Site Survey – Cox and Dinkins, Inc.

The following will be provided by the DESIGN TEAM as required to perform the following tasks:

A: PHASE ONE – Schematic Plan Review/ Existing Conditions Analysis

- (1) Upon contract approval, the DESIGN TEAM will initiate the survey. The entire park/parcel will be surveyed. The survey will locate 1ft contour intervals, all above and below ground utilities, trees, potential Waters of the US, and all required streambank elements required for restoration/daylighting.
- (2) The DESIGN TEAM will correspond with regulatory agencies to confirm permitting requirements. The DESIGN TEAM will perform a hydrology study of the creeks to estimate the channel size and materials required.
- (3) The DESIGN TEAM will attend (1) one meeting with city staff to review the schematic plan, design intent, and receive stake holder input. Upon receipt of completed survey, the DESIGN TEAM will overlay the schematic plan, make any minor adjustments to the layout as dictated by the existing conditions and as the city desires. The DESIGN TEAM will provide one final plan, in PDF format, for the Owners' approval.
- (4) The OWNER will provide the schematic design and associated line work, in .dwg format.
- (5) If the OWNER desires additional meetings/presentations, (i.e. neighborhood association) meetings will be billed at time and expenses plus 10%. See Exhibit B for DESIGN TEAM hourly rates.

B: PHASE TWO - Design Development

- (1) Based on the approved final concept plan the DESIGN TEAM will prepare a set of Design Development plans, details, and specifications for the new improvements identified as priority elements to be constructed. The Design Development plans will begin to identify locations, sizes, and types of major components, along with preliminary detailing and a probable cost estimate.

"EXHIBIT B"
COMPENSATION PLAN
DESIGN, CONSTRUCTION DOCUMENTATION AND
CONSTRUCTION ADMINISTRATION SERVICES FOR
HYATT PARK
FOR THE CITY OF COLUMBIA
DEPARTMENT OF PARK AND RECREATION

BASIS OF COMPENSATION

The Owner shall compensate Kenneth B. Simmons Associates, LLC (KBS) – Prime Consultant as follows:

FOR BASIC SERVICES, AS DESCRIBED IN EXHIBIT A (10% of Estimated Construction Cost):

LUMP SUM OF \$82,500.00

ADDITIONAL COST BEYOND BASIC SERVICES:

SURVEY/EXISTING CONDIDITONS:

LUMP SUM OF \$12,760.00

(BOUNDARY AND TOPOGRAPHIC SURVEY FOR THE ENTIRE
 PARCEL. SHALL INCLUDED ALL ABOVE AND BELOW GROUND
 UTILITIES, SIGNIFICANT TREES, BUILDINGS, FIELDS, COURTS,
 SIDEWALKS, AND PARKING AS-BUILT)

PERMITTING (1.5% of Estimated Construction Cost):

****LUMP SUM OF \$12,375.00***

***OWNER WILL BE RESPONSBLE FOR AGENCY REVIEW FEES.**

DIRECT EXPENSES:

LUMP SUM \$2,500.00

TOTAL FEE:

LUMP SUM OF \$110,135.00

ANY AMENDMENT TO THIS CONTRACT, (I.E. SCOPE OF SERVICES, SCHEDULE, OR CHANGE IN
 COMPENSATION) SHALL BE APPROVED IN WRITING AND SIGNED BY BOTH PARTIES.

PAYMENTS: Payments for services are ordinarily due and payable on a month-to-month basis, based
 upon completion of each stage of the planning service. Invoices will be based on an estimated cost of
 construction until the actual is established.

sizes, and types of major components, along with preliminary detailing and a probable cost estimate. The design development plans will be submitted in paper form, one (1) copy, as well as PDF electronic files.

- (2) The DESIGN TEAM will attend (1) one meeting with city staff to review the Design Development drawings and receive stake holder input.
- (3) The DESIGN TEAM will attend pre-application meetings that may be required for any permitting identified in PHASE ONE.

C: PHASE THREE - Construction and Bid Documents

- (1) DESIGN TEAM will prepare a complete set of Construction and Bid Documents, details, and specifications for new improvements identified in the Design Development package. The Construction and Bid documents will be used for bidding and construction purposes for the new park improvements. The deliverables shall include, but are not limited to:
 - All required permit/regulatory agency approvals
 - Revised Probable Cost estimate
 - Survey/ existing conditions plan
 - Demolition plan
 - Site plan
 - Stream Restoration/Bioretenention plans
 - Phased Grading plans
 - Planting and Irrigation plans
 - Construction details
 - Specifications (General and Technical)
- (2) The DESIGN TEAM has figured into the development of one (1) construction document package for construction. Additional construction document packages are not included in this scope.

D: PHASE FOUR: Construction Bidding and Negotiation

- (1) DESIGN TEAM will provide contract bidding and negotiation services including, bidding assistance including answering contractor questions, providing clarifications to construction documents, and any necessary addenda.
- (2) DESIGN TEAM will attend one (1) pre-bid meeting during the bidding and negotiation process.
- (3) DESIGN TEAM will assist OWNER with contract preparation as necessary.

E. PHASE FIVE: Construction Administration

- (1) DESIGN TEAM will coordinate and observe construction activities with City staff and personnel to ensure the plans are carried out to the fullest and most accurate intent of the Construction Plans and Bid Documents. Construction Administration services will include shop drawing and submittal review and site observation.
- (2) DESIGN TEAM will coordinate punch list requirements with the contractor prior to project substantial completion.
- (3) DESIGN TEAM will attend one (1) pre-construction meeting. Design Team will attend a maximum of one (1) construction progress meeting, weekly, during construction. Design Team will attend a maximum of one (1) site visit for punch list review and processing.
- (4) DESIGN TEAM will review, submit and coordinate contractor requests for information, change orders, pay applications, and clarifications for the items under their scope of work, during construction phase of the project.
- (5) The fee for construction administration is based on the time specified in the contract documents. If construction extends beyond this stated time, at no fault of the DESIGN TEAM, additional services will be billed at time and expenses plus 10%. See Exhibit B for Design Team hourly rates.

"EXHIBIT C"
ANTICIPATED SCHEDULE
DESIGN, CONSTRUCTION DOCUMENTATION AND
CONSTRUCTION ADMINISTRATION SERVICES FOR
HYATT PARK
FOR THE CITY OF COLUMBIA
DEPARTMENT OF PARK AND RECREATION

Hyatt Park Projected Design Schedule

Monthly Schedule												
						18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May
Design Scope												
Council Review/ Finalize Contract												
Kick-off Meeting												
Design Development (Phase 1)												
Survey/Pre Application Meeting with Army Corps												
						19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec
50% CD's												
95% CD's												
Permitting												
Complete Construction/Bid Documents												
Advertisement for Bids/Bidding												
Council Approval/Contract Award												
Notice to Proceed												
*Construction Administration (8-12 months from Notice of Proceed)												
**This Schedule is based on timely reviews by the owner/regulatory agencies.												

Exhibit D - SUBCONTRACTOR BUSINESS INFORMATION

Business Information Record for Subcontractors/Subcontractors

Business Information Record for Subcontractors/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.

Project: RFP005-18-19-NMJ Hyatt Park Design Services

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)
Cox and Dinkins, Inc. 724 BELTLINE BLVD COLUMBIA, SC, 29205 DUNS: 083422758 CAGE Code: 4MGY1	Gene Dinkins, Sr (Owner) (P) 803.254.0518 gdinkins@coxanddinkins.com	Civil Engineering/ Surveying	\$16,520.00	15 %	SBE/LBE
John Bowman Architect, P.A., Inc. 2422 Devine Street - Suite C Columbia SC 29205 DUNS: 805946790 CAGE Code: 5EA39	John Bowman (Owner) (P) 803.799.1084 jb Bowman@jbaarchitecture.com	Architecture	\$8,250.00	7.5 %	SBE/LBE/ MBE
Robinson Design Engineers 10 Daniel Street Charleston, South Carolina 29407 Duns: CAGE Code	Joshua Robinson (Owner) (P) 828 545 3514 jr@robinsondesignengineers.com	Stream Restoration/ Daylighting/404 Permitting	\$22,518.00	20 %	SBE
				%	
				%	



TOTAL: \$ 47,288.00

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

Business Name: Kenneth B. Simmons Associates, LLC

Representative Name / Title: Kenneth B. Simmons, Jr. (Owner)

Date: 1/28/2019



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of a Heavy Duty Backhoe for the Water Division, as requested by Columbia Water. Award to Blanchard Machinery, using the SC State Contract in the amount of \$127,333.00. This vendor is located in West Columbia, SC.

REQUISITION NO.: R195267

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment - Capital; 5516203-658500 - The original budget amount is \$127,333.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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

ATTACHMENTS:

- **#a:** Blanchard Machinery SC Contract - Back Hoe (PDF)
- **#b:** Blanchard Machinery Quote (PDF)

Sheila Willis, Procurement Manager
Email: swillis@mmo.sc.gov
Tele: (803) 737-4417

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Section: R
Page: 103
Date: 01/12/2016

MAKE:**CATERPILLAR****MODELS:**

[415F2 \(Medium Duty Backhoe\)](#) [Click Here to See Contractor's Offer](#)
[420F2 \(Heavy Duty Backhoe\)](#)
[420F2 IT \(Super Duty Backhoe\)](#)
[120M2 \(Heavy Duty Motor Grader\)](#)

VENDOR:

Blanchard Machinery
P.O. Box 7517
Columbia, SC 29202

CONTACT NAME:

Brian Smith

PHONE NO.:

(803) 518-0113

E-MAIL ADDRESS:bsmith@blanchardmachinery.com**VENDOR NO.:**

7000052564

F.E.I.N.:

57-0528296

CONTRACT NO.:

4400012165

[BACK TO TOP](#)



Quotation

DATE 1/3/2019

3151 Charleston Hwy
West Columbia SC 29172
Phone (803) 518-0113 bsmith@blanchardmachinery.com

CITY OF COLUMBIA SC
Ms. India Richardson

Prepared by: Brian Smith

Reference Number	Description	Sales Price
450-8450	420F2 BHL IT, TIER 4, HRC	
206-1747	BELT, SEAT, 2" SUSPENSION	
212-8738	BUCKET-DC, 48", 13.0 CFT	
219-3387	BUCKET-HD, 24", 6.2 CFT	
251-1800	BUCKET-GP, 1.31 CYD, IT	
337-9695	COUNTERWEIGHT, 530 LBS	
379-2160	TIRES, 11L-16/19.5L-24,GY, 2WD	
430-9944	INSTRUCTIONS, ANSI	
433-4806	SEAT, DELUXE FABRIC	
450-8531	HYDRAULICS, MP, 5FCN/7BNK, IT	
450-8600	PT, 2WD, STD SHIFT	
450-8683	CAB, DELUXE	
450-8714	HEATER, T4	
450-8715	AIR CONDITIONER, T4	
450-8730	STICK, EXTENDABLE, 14FT	
450-8757	ENGINE, 74.5KW,C4.4 ACERT, T4F	
9R-1085	STABILIZER PADS, STREET	
9R-5320	CUTTING EDGE, TWO PIECE,WIDE	
	STATE CONTRACT # 4400012165 HEAVY DUTY BACKHOE PRICE	82,359.00
ADD	REMOVE EXTENDIBLE STICK	(3,423.00)
ADD	450-8608 PT, 4WD, STD SHIFT	9,460.00
ADD	REMOVE 2WD TIRES AND ADD 379-2161 TIRES 12.5 80/19.5L-24, GY	1,450.00
ADD	REMOVE STREET PADS AND ADD 9R-6007 FLIP OVER PADS	330.00
ADD	398-2681 RIDE CONTROL	1,470.00
ADD	AUXILIARY HYDRAULIC LINES PICK 398-2852 FOR HAMMER	3,450.00
ADD	353-1389 GUARD, STABILIZER	825.00
ADD	444-7500 COUPLER, PG, MANUAL, DUAL LOCK	2,026.00
ADD	REMOVE GP BUCKET AND 216-8840 BUCKET-MP, 1.4 CYD, IT	3,872.00
ADD	REMOVE BUCKET-DC, 48", 13.0 CFT	(1,946.00)
ADD	435-5318 CAT H65E HAMMER AND 439-4471 MOUNTING BRACKET	10,931.00
ADD	317-0993 HAMMER CONNECTING LINES	457.00
ADD	423-8307 TOOL, IN LINE CHISEL HAMMER	322.00
ADD	54" PALLET FORKS	2,304.00
ADD	BA25 FRONT SWEEPER MANUAL ANGLE BROOM	12,946.00
	36 MONTH / 5,000 HOUR POWERTRAIN AND HYDRAULIC WARRANTY	
	SC SALES TAX	500.00
	TOTAL PRICE	\$127,333



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve Contract Amendment #4 for Project WM4167; Columbia Canal Embankment Inspections, as requested by Columbia Water. Award to Chao and Associates, Inc., a Minority Business Enterprise in the amount of \$271,140.00. This firm is located in Columbia, SC.

REQUISITION NO.: R195504

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: 5556101-WM4167-638500. The original budget amount for this renewal is \$300,000.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The above referenced amendment is to compensate the Consultant for providing continuing observation and evaluation services for the Columbia Canal Embankment.

The Agreement was awarded in 2015 and allows for three (3) annual renewal periods. This renewal adds continuing observation and evaluation services through June 30, 2019.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Contract Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Amendment-WM4167-Chao and Associates-Columbia Canal Embankment Inspections (PDF)

Agreement for Engineering Services
Columbia Canal Embankment Inspections
Project Number: WM4167

Chao and Associates, Inc. and City of Columbia, SC

Contract Amendment # 4

January 24, 2019

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Chao and Associates, Inc. (ENGINEER) dated August 4, 2015 (Agreement) to compensate ENGINEER for providing continuing observation and evaluation services for the Columbia Canal Embankment.

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

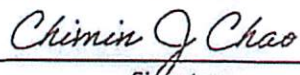
Proposed Change and Basis for Payment:

Original Contract Price:	\$ 117,100.00
Previous Change Orders:	\$ 173,941.20
This Change (addition):	\$ 271,140.00
Revised Contract Price:	\$ 562,181.20

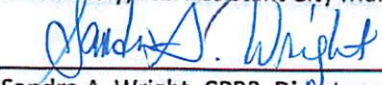
Additional funds are to be provided in the following manner: 5556101-WM4167-638500

This Change is Acceptable:

Chao and Associates, Inc.:

	C. Jimmy Chao	Date: 2/11/2019
Signature	(Please Print Name)	
Title: President		

City of Columbia:

By: 	Joseph D. Jacob, P.E. Director of Utility Operations
By: 	Clint Shealy, P.E. Assistant City Manager for Columbia Water
By: 	Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
Teresa Wilson, City Manager

APPROVED AS TO FORM


Legal Department City of Columbia, SC



August 6, 2018

Joey D. Jaco, P.E.
 Director of Utilities
 Department of Utilities Operations
 City of Columbia
 PO Box 147
 Columbia, SC 29217

Sent via email: joey.jaco@columbiasc.net

Re: Proposal for Continuing Field Observation and Evaluation Services
 Columbia Canal Embankment
 C&A Project No. 398809C-18

Dear Mr. Jaco,

Project Understanding

The scope of services detailed below outline the continuing observation requirements by Federal Energy Regulatory Commission and additional engineering support for the Columbia Canal Embankment outlined in the Columbia Canal West Embankment – Phase 2 report prepared by Chao and Associates, Inc. dated January 5, 2012. Fees reflect a service period of three calendar years.

Scope of Services

Continuing Observation

1. Perform bi-monthly field observations (every two months) of the embankment and submit field report.
2. Perform observation of entire length of embankment immediately (within 24 hrs) of a significant rain event (10-year storm $\geq$ 5.3 inches of rain in 24 hrs) and/or wind event ($\geq$ 40 mph). Based upon NOAA historical weather event records for Richland County there are on average seven events per year.
3. Attendance at annual FERC inspection.
4. Cutting of the grass on the west embankment prior to each bi-monthly observations and FERC inspection (seven cuttings per year).

Fee: \$266,340

5. The estimated reimbursable expenses: (budget) \$4,800

Total project fees (performance time three years): \$271,140

7 Clusters Court, Columbia, South Carolina 29210 TEL: (803) 772-8420 FAX: (803) 772-9120 EMAIL: consult@chaoinc.com

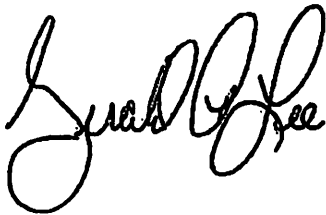


Columbia Canal Observations

We will provide our services on an hourly rate basis. The hourly rate is attached. The direct expenses and subconsultant's fee will be invoiced at a 1.10 multiplier. Because of the indeterminate nature of an inspection and repair program such as this, we view the above fees as estimates, which will not be exceeded without prior discussion and agreement with the City of Columbia.

If you have any questions, or require any additional information, please do not hesitate to contact us.

Respectfully submitted,
Chao & Associates, Inc.

A handwritten signature in black ink, appearing to read "Gerald A. Lee". The signature is fluid and cursive, with the first name "Gerald" and last name "Lee" clearly distinguishable.

Gerald A. Lee, PE
Director of Civil Engineering

Attachment: Standard Hourly Rate Schedule





Standard Rate Schedule

Principal	\$210/hr.
Senior Associate	\$170/hr.
Project Manager	\$160/hr.
Project Engineer	\$160/hr.
Engineer	\$140/hr.
Senior Cadd Technician	\$100/hr.
Designer	\$100/hr.
Drafter	\$ 80/hr.
Clerk	\$ 60/hr.
Registered Surveyor	\$ 95/hr.
Two Man Station	\$120/hr.
Two Man Station w/ Robotic	\$130/hr.
Three Man Station	\$140/hr.

Reimbursable Schedule

Mileage	\$ 0.515/mile
Color Prints (8 1/2x 11)	\$1.00/sheet
Black Prints (8 1/2x 11)	\$0.15/sheet
Large drawing print	\$3.50/sheet
GPR testing	\$1,500/day
All others apply 1.10 multiplier.	





We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS7261; Lake Katherine Sewer Capacity Enhancement as requested by Columbia Water. Award to McClam & Associates, Inc., a Local Business Enterprise (LBE) in an amount not to exceed \$24,381,336.10, which includes a contingency. This firm is located in Little Mountain, SC. The LBE preference policy was applied to this project.

PURPOSE: This is a Columbia Disadvantaged Business Enterprise (CDBE) project and a Subcontracting Outreach Program (SOP) project with a 10% goal assigned to each program.

The CDBE goal for this project has been met at 10.26% of the total contract value. The following services will be provided by the CDBE suppliers/subcontractors:

Taylor Brothers Construction Co., a CDBE of Columbia, SC, will provide stone and hauling services at 7.19% (\$1,593,397.00) of the contract value.

Herndon Inc., a CDBE of Lugoff, SC will provide erosion control and grassing services at 0.32% (\$71,309.20) of the contract value.

Chao & Associates Inc., a CDBE of Columbia, SC, will provide survey services at 0.25% (\$55,120.00) of the contract value.

Smoak Construction, LLC, a CDBE of Little Mountain, SC will provide bypass pumping and piping at 2.50% (\$550,373.21) of the contract value.

The SOP goal for this project has been met at 28.36%. The following additional supplies/services will be provided by (SOP) suppliers/subcontractors:

Horizontal Unlimited, Inc. of Westminster, SC will provide jack & bore services at 6.50% (\$1,440,000.00) of the contract

value.

CJ Geo Contractors of Williamsburg, VA will provide pipe abandonment services at 0.33% (\$73,910.00) of the contract value.

BC Cannon Company, Inc. of Greenville, SC will provide traffic control services at 0.38% (\$83,400.00) of the contract value.

Blythe, of West Columbia will provide asphalt paving services at 0.93% (\$206,000.00) of the contract value.

Aero Photo, of Jacksonville, FL will provide above ground video services at 0.02% (\$3,580.00) of the contract value.

Xylem, of Summerville, SC will provide by pass services at 3.38% (\$750,000.00) of the contract value.

HydroStructures, of Cayce, SC will provide CCTV services at 0.22% (\$48,000.00) of the contract value.

Tindall Precast, of Spartanburg, SC will provide pre-cast services at 1.92% (\$426,031.00) of the contract value.

Evergreen Enterprises Landscaping, Columbia, SC will provide landscaping services at 2.26% (\$500,000.00) of the contract value.

Intech Coating Consultants, Sherwood Parl, Alberta T8C-1H5, will provide interior epoxy coating supplies at 0.11% (\$25,000.00) of the contract value.

Fortillne Inc., Concord, NC will provide waterworks services at 0.80% (\$176,390.00) of the contract value.

American Cast Iron Pipe Co., Birmingham, AL will provide ductile iron pipe supplies at 11.51% (\$2,550,680.00) of the contract value.

REQUISITION NO.: R188765

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5529999-SS726101-658650. The original budget amount is \$24,669,473.70

BUSINESS PROGRAM: **Subcontracting Outreach Program**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Provide high quality municipal services**

There were three (3) responsive and responsible bids received for this project. The total construction time allocated for this project is seven hundred thirty (730) consecutive calendar days to substantial completion from the commencement date as defined in the Notice to Proceed (NTP) with an additional sixty (60) consecutive calendar days to final completion for a total construction time of seven hundred ninety (790) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to final completion.

Base Bid	\$ 22,164,851.00
Contingency	\$ 2,216,485.10
Total (Not to Exceed)	\$ 24,381,336.10

ATTACHMENTS:

- **#a:** Contract 023-18-19-BF (PDF)
- **#c:** PM Recommendation 023-18-19-BF (PDF)
- **#d:** OBO Recommendation 023-18-19-BF (PDF)
- **#e:** Project Location Map (PDF)

CONTRACT

City of Columbia, South Carolina

SS7261

Lake Katherine Sewer Line Capacity Enhancement - REBID

Bid #023-18-19-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **McClam & Associates, Inc.** with legal address and principal place of business at **1642 Holy Trinity Church Road, Little Mountain, SC 29075**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by AECOM.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **seven hundred thirty (730)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **sixty (60)** consecutive calendar days to final completion for a total construction time of **seven hundred ninety (790)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's letter to the City dated February 15, 2019 which indicates the Contractor's intention to invoke their privileges under the City's LBE policy and match the non-LBE low bidder's price of **Twenty-Two Million, One Hundred Sixty-Four Thousand, Eight Hundred Fifty-One Dollars and Zero Cents (\$22,164,851.00)**. This establishes the contract price as **Twenty-Two Million, One Hundred Sixty-Four Thousand, Eight Hundred Fifty-One Dollars and Zero Cents (\$22,164,851.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars and Zero Cents (\$1000.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Two Thousand Dollars and Zero Cents (\$2000.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 Letter from McClam & Associates, Inc. to City of Columbia dated February 15, 2019 invoking McClam & Associates, Inc. privileges under the City of Columbia's LBE policy.

9.2.5 This Contract.

9.2.6 Performance and Payment Bond.

9.2.7 Part 14 "Instructions to Bidders", Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewer", Part 19 "Specifications for Fencing Materials", Part 20 "Specifications for Sodding, Fertilizing, and Seeding", the Columbia Disadvantaged Business Enterprise (CDBE) Guidelines, and the Subcontracting Outreach Program (SOP) Guidelines.

9.2.8 Revised Special Provisions.

9.2.9 Location Map.

9.2.10 Technical Specifications.

9.2.11 Drawings, numbered 0 through 42, inclusive and dated 08/2018.

9.2.12 Addenda numbers 1 to 7, inclusive.

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

ARTICLE 10. TERMINATION

The City May terminate this contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in this contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) Force majeure; 4) Upon expiration of the term of the agreement; 5) By mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurements and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC



Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: Gary Porth,
Construction Procurement Manager

From: John Riggs, P.E.,
Wastewater Project Manager

Date: February 18, 2019

Subject: SS7261 – Lake Katherine Sewer Capacity Enhancement Project
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7261 – Lake Katherine Sewer Capacity Enhancement Project on January 22, 2019 at 1:00 PM. The three bids received are listed below:

Responsive Bidders

Metra Industries	\$22,164,851.00 (Non-LBE Bidder)
McClam & Associates, Inc	\$22,460,348.54 (LBE Certified Bidder)
LAD Corporation	\$36,732,413.00 (Non-Compliant)

The responsive bid tabulations have been reviewed and we find no issues with the two compliant bids provided. The responsive low bidder is Metra Industries, however, McClam & Associates was within 5% of the low bidder and is a LBE Certified Bidder. Based on the LBE Preference Policy, McClam & Associates was by contacted by the Department of Procurement and Contracts and agreed to match

ColumbiaSCWater.Net



the lowest bidder price at \$22,164,851.00. We recommend awarding this contract to McClam & Associates, Inc. in the amount of \$22,164,851.00. The total project budget is \$24,381,336.10 which includes the contract price as listed above plus an owner's contingency of \$2,216,485.10.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Riggs".

John Riggs, P.E.
Wastewater Project Manager

Attachments:

- SS7261 Compliance Review Memo and associated documents
- Letter from McClam and Associates (LBE Privilege)
- Revised CDBE and SOP from Metra Industries
- AECOM Award Recommendation Letter



AECOM
101 Research Drive
Columbia, SC 29203

803.254.4400 tel
803.771.6676 fax

16 February 2019

John Riggs, PE
Wastewater Project Manager
City of Columbia
PO Box 147
Columbia, SC 29217

RE: #023-18-19-BF Lake Katherine Sewer Capacity Enhancement
for City of Columbia
Project No. SS7261
AECOM # 46423350

Dear Mr. Riggs,

This letter represents the recommendations of this office concerning the award of a contract by the City of Columbia for the referenced project. Three (3) bids were received from the planholders on January 22, 2019 at 1:00 PM in the Owner's office. Each bid was publicly opened and read aloud. The bids were checked and are as follows:

Responsive Bidders	Amount of Bid	
McClam & Associates, Inc.	\$22,460,348.54	(LBE Certified Bidder)
Metra Industries	\$22,164,851.00	(Non-LBE Bidder)
Unresponsive Bidder	Amount of Bid	
LAD Corporation	\$36,732,413.00	

The responsive bid tabulations have been reviewed and we find no issues with the two (2) responsive bids provided. The responsive low bidder is Metra Industries; however, McClam & Associates, Inc. was within 5% and \$500,000 of the low bidder and is an LBE Certified Bidder. Based on the LBE Preference Policy, McClam & Associates was contacted and agreed to match the lowest bidder price at \$22,164,851.00. We recommend awarding this contract to McClam & Associates, Inc. in the amount of \$22,164,851.00.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Phillip Dieckmann, P.E.
Transmission and Distribution Market Lead
Southeast Water
AECOM Technical Services, Inc.

Enclosures

Cc: Jamie Kelso, PE – CW20202
Tom Haselden, PE - AECOM

McClam & Associates, Inc.

1642 Holy Trinity Church Rd. Little Mountain, SC 29075
PH. 803-345-9194 * FAX 803-345-5362

February 15, 2019

Gary B. Porth
Construction Procurement Manager
Department of Procurement and Contracts
City of Columbia
1800 Main Street, Room 211
Columbia, SC 29201

RE: SS7261 Lake Katherine Sewer Line Capacity Enhancement

Gary,

McClam and Associates, Inc. will invoke our privileges under the LBE policy and match the low bidder's (Metra Industries) price of \$22,164,851.00. Our match is based on the low bidder providing a qualified bid on bid day, which meet all the requirements of the contract specifications. This also includes the OBO requirements under the CDBE and SOP program which required a 10% goal for both or meet the minimum score required under the Good Faith Outreach Effort.

Sincerely,



C. Wayne Bye
McClam & Associates, Inc.
Project Manager

Riggs, John T

From: Nelly, Juliet M
Sent: Thursday, February 14, 2019 10:33 AM
To: Porth, Gary B; Faison, Brenda L
Cc: Riggs, John T; Lindler, Melissa L; Wright, Sandra A
Subject: RE: BID #023-18-19-BF Lake Katherine (SS7261) CDBE & LBE
Attachments: LBE Policy Project Calculation Lake Catherine.doc; McClam Exhibit 1 2 revised 2019 02 12.pdf; Metra Revised SOP.pdf; Metra Revised CDBE.pdf

Hello Brenda and Gary,

Both Metra and McClam are compliant and have met the CDBE 10% goal as well as the separate 10% SOP goal. LAD is non- Compliant, as they did not respond to our request to revise/meet the 10% CDBE goal. I have also attached the revised CDBE & SOP BIR's for both McClam & Metra.

Moving forward with Metra and McClam, attached is the LBE Policy Calculation (word Document), McClam's CDBE & SOP BIR, Metra's CDBE & SOP BIR and my CDBE. Metra Industries is the apparent Non LBE Lowest Bidder. The next lowest LBE certified bidder is McClam & Associates Inc. The LBE Preference Policy does apply. Brenda/Gary please contact McClam & Associates Inc. to see if they would like to invoke their LBE privileges. They would need to lower their bid to the price (Metra's) of \$22,164,851.00 in order to obtain the Lake Katherine (SS7261) project. If McClam agrees to invoke their LBE privileges, please convey that we would like them to continue to maintain their 10% CDBE & 10% SOP percentages.

Please let me know if you need anything from me moving forward. Thank you.



We Are Columbia

Juliet Nelly
 Compliance Team
 Office of Business Opportunities
 1136 Washington Street 5th Floor
 Columbia, SC 29201
 803.545.4185
Juliet.Nelly@columbiasc.gov

www.columbiasc.net

LBE Policy Project Calculation for Lake Katherine

If a Non-LBE is the Apparent Low Bidder:

(A) \$ 22,164,851.00 Bid Amt. Apparent
Non-LBE Lowest
 Firms Name: Metra Industries Bidder

/ Divided by

(B) \$ 22,460,348.54.00 Bid Amt. Next Lowest LBE
Certified Bidder
 Firms Name: McClam & Associates Inc.

= (C): 98.68 % - Price Difference \$295,497.54
 = (C): 98.68 % - Price Difference \$325,047.29 (with Contingency)

If % (C) is within 95% - 99.99% then the next Lowest LBE Certified Bidder (B) is given the option to match the Apparent Non-LBE Lowest Bidder's (A) offer and be awarded the project. (LBE can only cut their offer by a maximum of \$500,000).

Project awarded to: _____

Notes: Metra Industries is the apparent Non LBE Lowest Bidder. The next lowest LBE certified bidder is McClam & Associates Inc. The LBE Preference Policy does apply.

Procurement: Please contact McClam & Associates Inc. to see if they would like to invoke their LBE privileges. They would need to lower their bid to the price (Metra's) of \$22,164,851.00 in order to obtain the Lake Katherine (SS7261) project. If McClam agrees to invoke their LBE privileges, please notify the compliance office so that we may begin to review their SOP documentation. Thank you.

Juliet Nelly 803.563.1167

Bid No.: 023-18-19-BF Lake Katherine Sewer Line Capacity Enhancement – REBID (SS7261)
 SOP & CDBE
 Page 38 of 57

Exhibit 1: Business Information Record for Subcontractors (SOP)

The Bidder shall list all subcontractors and suppliers, 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.

PLEASE TYPE OR PRINT LEGIBLY

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Urban Group 3420 Pump Rd. Richmond, VA 23233	Delisa Stuckly 240 413 2000	Underground Utility	32,000.00	.14 %	DBE	No
Thomas Concrete 1701 Peeples St. Columbia, SC 29526	Keith Paulós 912 665 1980	Manufacture & Supply Flowable Fill	250,000.00	1.13 %	LBE	No
Blythe PO Box 3846 West Columbia, SC 29171	Thomas Barrack 803 543 7283	Milling & Paving	206,237.50	.93 %	LBE	No
CP & P 1094 Old Dairy Rd. Summerville, SC 29483	Tyler Carol 843 224 7473	Precast Manholes	257,000.00	1.16 %	LBE	No
Hayes Pipe Supply Inc. 8130 Garners Ferry Rd. Columbia, SC 29209	Bret Crow 864-554-1556	Pipe	2,600,000.00 @ 60%= 1,560,000.00	7.04 %	LBE	No

TOTAL: \$ 2,305,237.50 10.4%

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

Business Name:

Metra Industries

Representative Name / Title:

Stephan P. Dioslaci

Date:

Vice President of Administration 1/22/2019

Bid No.: 023-18-19-BF Lake Katherine Sewer Line Capacity Enhancement – REBID (SS7261)
SOP & CDBE
Page 39 of 57

Exhibit 2: Business Information Record for Subcontractors (CDBE)

The Bidder shall list all subcontractors and suppliers, 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.

PLEASE TYPE OR PRINT LEGIBLY

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Chia Assoc 7 Clusters Ct. Columbia, SC 29210	Gerald Lee 803 772 8420	Survey	55,120.00	.25 %	DBE	Yes
RB Trucking 302 Beaver Brook Rd. Columbia, SC 29203	Ronnie Brown 803 800 7366	Trucking	272,000.00	1.2 %	DBE	Yes
Southern Traffic 10120 Twon Notch Rd. Columbia, SC 29223	Adrienne Whaley 803 780 4074	Traffic Control	57,502.50	.26 %	DBE/WBE	Yes
Shady Grove Construction 1079 West Shady Grove Rd. Irmo, SC 29063	Dana McCall 803 572 2700	Jack & Bore	408,040.80	1.84%	DBE/WBE	Yes
K&D Masonry & Concrete 2727 Wellard St. Columbia, SC 29203	Ken Boyles 803 309 0296	Masonry Walls	250,000.00	1.13%	DBE	Yes

~~TOTAL~~ \$ Subtotal 1,042,663.30

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

Business Name:

Metra Industries

Representative Name / Title:

Stephen P. Diosfaki
Vice President of Administration

Date:

1/22/19

Bid No.: 023-18-19-BF Lake Katherine Sewer Line Capacity Enhancement – REBID (SS7261)
SOP & CDBE
Page 39 of 57

Exhibit 2: Business Information Record for Subcontractors (CDBE)

The Bidder shall list all subcontractors and suppliers, 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.

PLEASE TYPE OR PRINT LEGIBLY

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
L.A. Barrier & Son PO Box 84007 Lexington, SC 29073	Lisa Tyson 803 356 2351 GRANT PROVOST	Trucking & Hauling STONE ASPHALT	870,000.00	3.93%	DBE	Yes
Edisto Landscape PO Box 467 Orangeburg, SC 29116	Jason Smith 803 596 3402	Landscaping	304,405.00	1.37%	DBE	SC DOT Yes
				%		
				%		
				%		

TOTAL: \$ 2,217,068.30

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

Business Name:

Representative Name / Title:

Date:

Metra Industries

Stephan P. Diosiaki
Vice President of Administration

1/22/19

Bid No.: 023-18-19-BF Lake Katherine Sewer Line Capacity Enhancement – REBID (SS7261)
 SOP & CDBE
 Page 38 of 57

Exhibit 1: Business Information Record for Subcontractors (SOP)

The Bidder shall list all subcontractors and suppliers, 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.

PLEASE TYPE OR PRINT LEGIBLY

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Aero Photo Jacksonville, FL	Molly Pope 407-894-6008	Above Ground Video	\$3,580.00	0.02 %	WBE	No
Xylem 225 Farmington Rd Summerville Sc 29486	Don Polzin 843-514-8932	By Pass	\$750,000.00	3.38 %	N/A	No
HydroStructures 1725 12th St. Cayce, SC 29033	Mike Ping 803-563-5237	CCTV	\$48,000.00	0.22 %	N/A	No
Tindall Precast PO Box 1778 Spartanburg, SC 29304	Matt Goodner	Pre Cast	\$426,031.00	1.92 %	N/A	No
				%		

TOTAL: \$ cont.

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

Business Name:

Maclean & Associates Inc.

Representative Name / Title:

C. Wayne Rye P.M.

Date:

2-8-19

Bid No.: 023-18-19-BF Lake Katherine Sewer Line Capacity Enhancement – REBID (SS7261)
 SOP & CDBE
 Page 38 of 57

Exhibit 1: Business Information Record for Subcontractors (SOP)

The Bidder shall list all subcontractors and suppliers, 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.

PLEASE TYPE OR PRINT LEGIBLY

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Evergreen Enterprises Landscaping 6403 Christie Rd. Columbia, SC 29209	Larry Sprinkle 803-783-5891	Landscaping	\$500,000.00	2.26 %	N/A	No
Intech Coating Consultants 1-51509 Range Road 224 Sherwood Park, Alberta T8C-1H5	Tim Davis 780-922-5239	Interior Epoxy Coating	\$25,000.00	0.11 %	N/A	NO
				%		
Fortiline Inc. 7025 Northwinds Dr. NW Concord, NC 28027	Hayne McCall 803-783-5511	Waterworks	\$176,390.00	0.80 %	N/A	NO
American Cast Iron Pipe Corp PO Box 2727 Birmingham, AL 35202	John Walsh 803-608-5751	Ductile Iron Pipe	\$2,550,680.00	11.51%	N/A	No

TOTAL: \$ cont.

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

Business Name:

McClam & Associates Inc.

Representative Name / Title:

C. Wagoner / PM.

Date:

2-8-19

Bid No.: 023-18-19-BF Lake Katherine Sewer Line Capacity Enhancement – REBID (SS7261)
 SOP & CDBE
 Page 38 of 57

Exhibit 1: Business Information Record for Subcontractors (SOP)

The Bidder shall list all subcontractors and suppliers, 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.

PLEASE TYPE OR PRINT LEGIBLY

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (Indicate all that apply)	Is your Business CDBE Approved? Yes or No
Horizontal Unlimited, Inc. 195 Barton Creek Road Westminster, SC 29693	Richard Hare 864-647-1338	Jack & Bore	\$1,440,000.00	6.50 %	N/A	No
				%		
CJ Geo Contractors 3402 Acom St. Suite 202 Williamsburg, VA 23188	Chris Cline 800-428-5690	Pipe Abandonment	\$73,910.00	0.33 %	N/A	No
BC Cannon Company, Inc. 2501 Rutherford Rd. Greenville SC 29609	Kirby Pack 864-235-1255	Traffic Control	\$83,400.00	0.38 %	WBE/DBE	NO
Blythe PO Box 3846 West Columbia, SC 29171	Trent Barrack 803-543-7283	Asphalt Paving	206,000.00	0.93 %	N/A	No

TOTAL: \$ cont. _____

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

Business Name:

McClam & Associates Inc.

Representative Name / Title:

C. Wayne Rye / PM

Date:

2-8-19

Bid No.: 023-18-19-BF Lake Katherine Sewer Line Capacity Enhancement – REBID (SS7261)
 SOP & CDBE
 Page 38 of 57

Exhibit 1: Business Information Record for Subcontractors (SOP)

The Bidder shall list all subcontractors and suppliers, 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.

PLEASE TYPE OR PRINT LEGIBLY

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
				%		
				%		
				%		
				%		
				%		

TOTAL: \$ 6,282,991.00

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

Business Name:

McClam & Associates Inc.

Representative Name / Title:

C. Wayne Byr PM.

Date:

2-8-19

Bid No.: 023-18-19-BF Lake Katherine Sewer Line Capacity Enhancement – REBID (SS7261)
SOP & CDBE
Page 39 of 57

Exhibit 2: Business Information Record for Subcontractors (CDBE)

The Bidder shall list all subcontractors and suppliers, 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.

PLEASE TYPE OR PRINT LEGIBLY

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (Indicate all that apply)	Is your Business CDBE Approved? Yes or No
Taylor Brothers Construction Company 2201 Atlas Road Columbia, SC 29280	Collier Taylor 803-778-5113	Stone & Hauling	\$1,593,397.00	7.19 %	MBE/DBE	Yes
Hemdon Incorporated 1900 Whiting Way Lugoff, SC 29076	Brad Bates 843-458-3256	Erosion Control Grassing	\$71,309.20	0.32 %	WBE/DBE	Yes
Chao Inc. 7 Clusters Ct. Columbia, SC 29210	Gerald Lee 803-772-8420	Survey	\$55,120.00	0.25 %	DBE	Yes
Smoak Construction LLC 989 Holy Trinity Church Rd. Little Mountain, SC 29075	Ronald Smoak 803-546-7009	Bypass pumping and piping	\$550,373.21	2.50 %	MBE	Yes
				%		

TOTAL: \$ 2,270,199.41

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

Business Name:

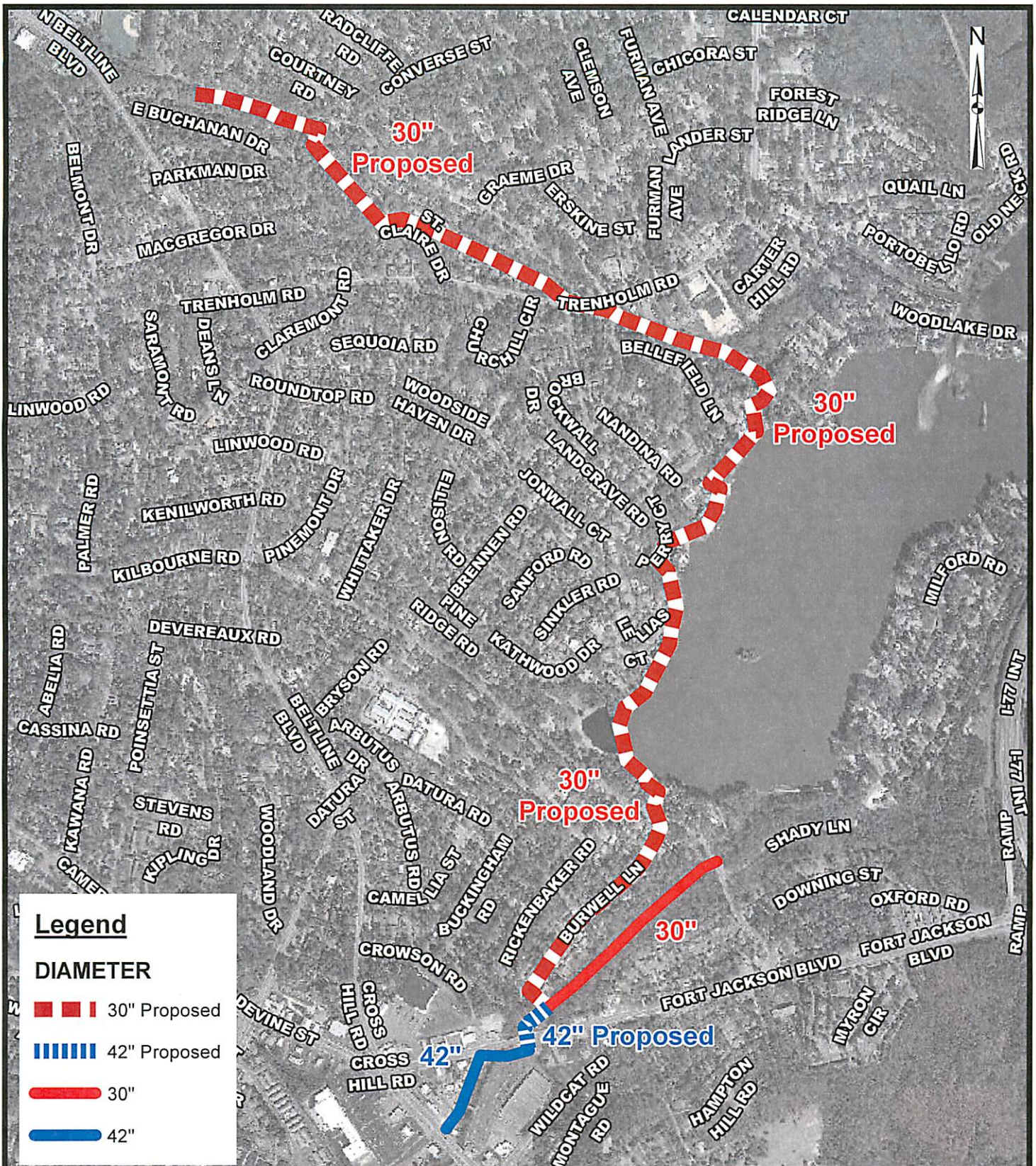
McClam & Associates, Inc.

Representative Name / Title:

C. Wayne Bye/ PM

Date:

2-7-19



Legend

DIAMETER

30" Proposed

42" Proposed

30"

42"

File: G46422603_CityOfColumbia
Maps\Figure1.mxd
Date: September 26, 2013
Author: LCS

City of Columbia Lake Katherine Sewer Line Capacity Enhancement

FIGURE 1



We Are Columbia

URS

0 500 1,000 2,000
Feet



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-013 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Greater Columbia Record Fair on Sunday, April 28, 2019

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-013 Greater Columbia Record Fair (April 28) (PDF)

RESOLUTION NO.: R-2019-013

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Greater Columbia Record Fair on Sunday, April 28, 2019

WHEREAS, the Columbia Museum of Art is sponsoring the Greater Columbia Record Fair in Boyd Plaza adjacent to the Museum on Sunday, April 28, 2019 from 12:00 p.m. until 5:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Sunday, April 28, 2019 from 10:00 a.m. until 7:00 p.m. for set up, clean up, and staging of the event to be held on Sunday, April 28, 2019 from 12:00 p.m. until 5:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Sunday, April 28, 2019 from 12:00 p.m. until 4:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 12:00 p.m. and 4:30 p.m. on Sunday, April 28, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the

courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, April 28, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

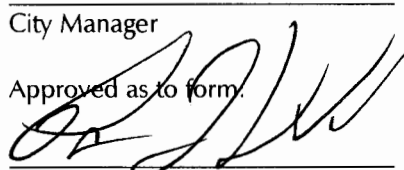
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form.



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	January 29, 2019	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Dana Witkoski, 803 343 2170; dwitkoski@columbiamuseum.org
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Greater Columbia Record Fair		
DATE(S) OF EVENTS:	Sunday, April 28		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1515 Main Street, Columbia Museum of Art		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Boyd Plaza		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	10:00 a.m.- 7:00 p.m.		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	12:00 p.m.-5:00 p.m.		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	12:00 p.m.-4:30 p.m.		

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasec.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

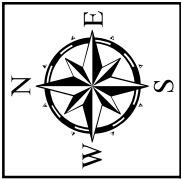
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

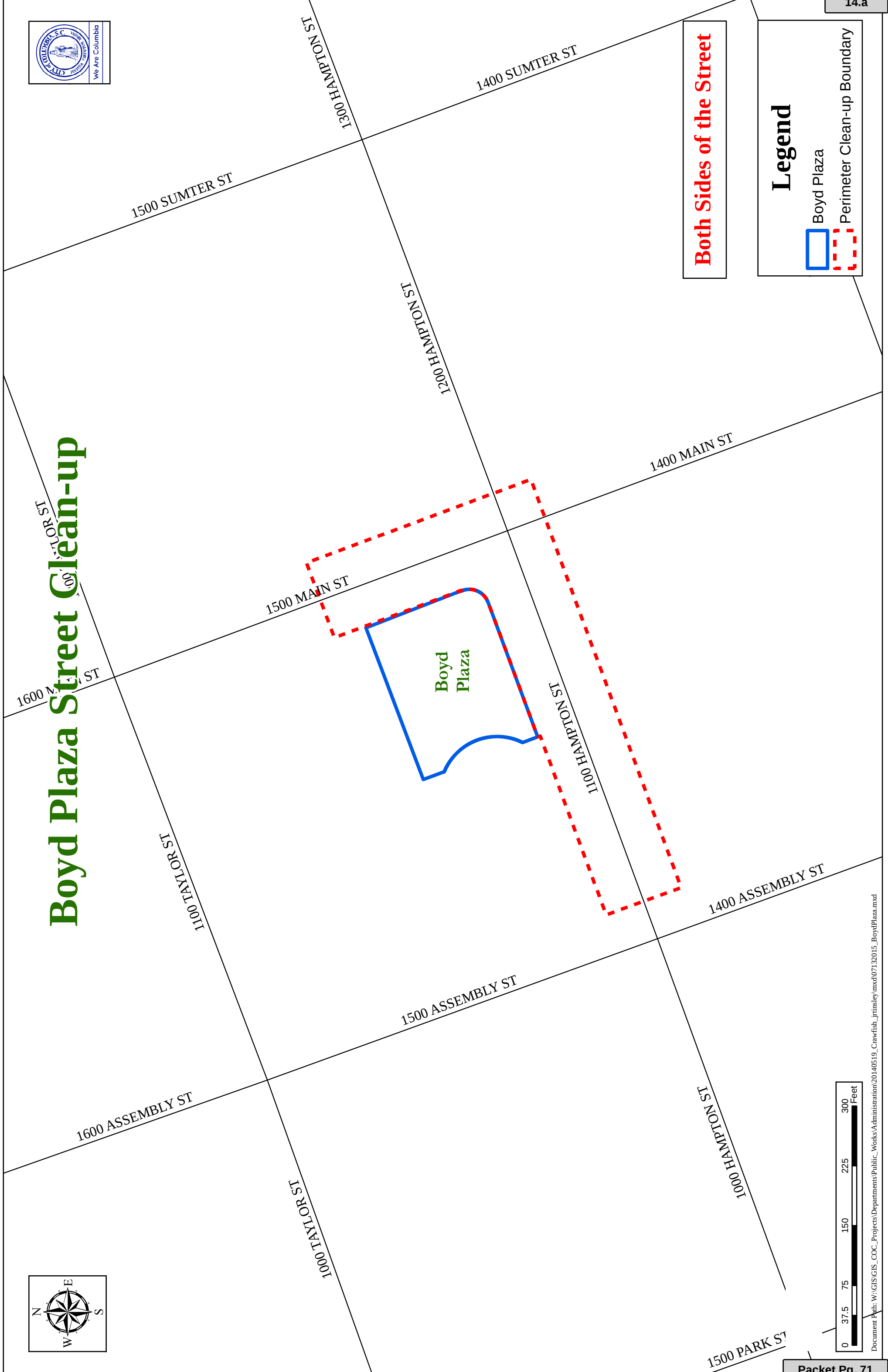
Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasec.net
 Legal Department - Shari Ardis; 737-4242; slardis@columbiasec.net - resolution preparation
 Police Department Special Events - Officer Robert Hall; 545-3535; rhall@columbiasec.net parade permit, police
 Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasec.net park reservations
 Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasec.net street closing

Last revised: 11/01/2013

R2019-013
1900002



Boyd Plaza Street Clean-up

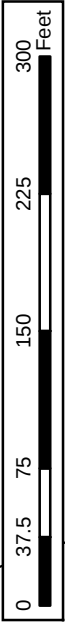


Both Sides of the Street

Legend

 Boyd Plaza

 Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-016 Authorizing consumption of beer and wine beverages only at Columbia Food and Wine Festival at the Five Points Fountain on Sunday, April 28, 2019 with a rain contingency date of Sunday, May 5, 2019

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-016 Columbia Food & Wine Festival (April 28) (PDF)

RESOLUTION NO.: R-2019-016

Authorizing consumption of beer and wine beverages only at Columbia Food and Wine Festival at the Five Points Fountain on Sunday, April 28, 2019 with a rain contingency date of Sunday, May 5, 2019

WHEREAS, the Five Points Association is sponsoring the Columbia Food and Wine Festival on Sunday, April 28, 2019, with a rain contingency date of Sunday, May 5, 2019 on Saluda Avenue from Devine Street to Greene Street, including the City parking lot, the delivery lane and the fountain plaza; the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street; and,

WHEREAS, the Association has requested permission for the temporary closing and use of Saluda Avenue from Devine Street to Greene Street, including the City parking lot, the delivery lane and the fountain plaza; the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street from 2:00 p.m. until 10:00 p.m., for preparation of the area for an outdoor event to be held during the hours of 3:00 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages at the event during the hours of 3:00 p.m. and 9:30 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale beer and wine beverages only is authorized between the hours of 12:00 p.m. and 5:30 p.m. on Sunday, April 28, 2019 on Saluda Avenue from Devine Street to Greene Street, including the City parking lot, the delivery lane and the fountain plaza; the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street with a rain contingency date of Sunday, May 5, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles and breakable glasses and/or cups shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of Saluda Avenue from Devine Street to Greene Street, including the City parking lot, the delivery lane and the fountain plaza; the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, 1998 Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which alcoholic beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, April 28, 2019, that the closed portion of the Saluda Avenue from Devine Street to Greene Street, including the City parking lot, the delivery lane and the fountain plaza; the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the right lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be closed on Sunday, May 5, 2019. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

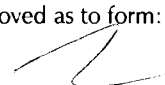
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE: 2/1/2019

NAME OF REQUESTOR Five Points Association / Amy Beth Franks

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Columbia Food and Wine Festival

DATE(S) OF EVENTS: Sunday, April 28, 2019

~~2/1/19 email~~
can date May 5, 2019LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1200 and 1300
blocks of Main Street)

Five Points - Saluda Avenue + Greene Street + fountain plaza + City parking lot

STREET(S) TO BE CLOSED
(i.e., 1200 and 1300 blocks of
Main Street and 1100 and 1200
blocks of Lady Street)

Saluda Avenue, from Devine Street to Greene Street, including the City parking lot (former Exxon), the delivery lane and the area between the fountain plaza and the Starbucks building

2000 block of Greene Street, from Publico to the Harden Street intersection
same area and set up on Greene Street as used for the 2018 "JerryFest"

(this is the

HOURS FOR STREET(S) TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.)
ALLOW TIME FOR SET UP/CLEAN UP

2am - 7pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)

noon - 6pm

HOURS OF SERVICE OF BEER/WINE
(Service should end one-half hour prior to
end of event, i.e., event is 6-10 p.m., beer/
wine service is 6-9:30 p.m.)

noon - 5pm

Please submit requests by mail, e-mail or fax at least **sixty (60) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (737-4250) or mail, POB 147, Columbia, SC 29217. A draft Resolution will be prepared and forwarded for your review as well as to the Police Department Special Events office and to Parks and Recreation if the event is to be held in a City park.

PLEASE NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager.

Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.netPolice Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.netParks and Recreation - Loretta Coleman; 545-3100; lcoleman@columbiasc.net

Submit by Email

R-2019-016
19000886



Both Sides of the Street

Legend

-  Event Area
-  Perimeter Clean-up Boundary

0 25 50 100 150 200 Feet



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-017 Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 8, 2019

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-017 SC Carnival Block Party (June 8) (PDF)

RESOLUTION NO.: R-2019-017

Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 8, 2019

WHEREAS, South Carolina Carnival ("Sponsor") is sponsoring the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street from 12:00 p.m. until 9:00 p.m. on Saturday, June 8, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 8, 2019 from 8:00 a.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held from 12:00 p.m. until 9:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 12:00 p.m. until 8:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only is authorized between the hours of 12:00 p.m. and 8:30 p.m. on Saturday, June 8, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1800 block of Main Street between Laurel Street and Richland Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1800 block of Main Street between Laurel Street and Richland Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, June 8, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

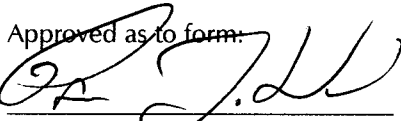
City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 8 February 2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)LISA SMALL/PRESIDENT
www.southcarolinacarnival.com
(803)795-5270

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

SOUTH CAROLINA BLOCK PARTY

DATE(S) OF EVENTS: (monthly can be on one request)

SATURDAY JUNE 8TH, 2019

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

NONE

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

MAIN STREET BETWEEN LAUREL AND RICHLAND

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

1800 BLOCK OF MAIN STREET

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

8AM TO 11 PM

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

NOON TO 9PM

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

12PM TO 8:30pm

Requests should be submitted by mail, e-mail or fax at least days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

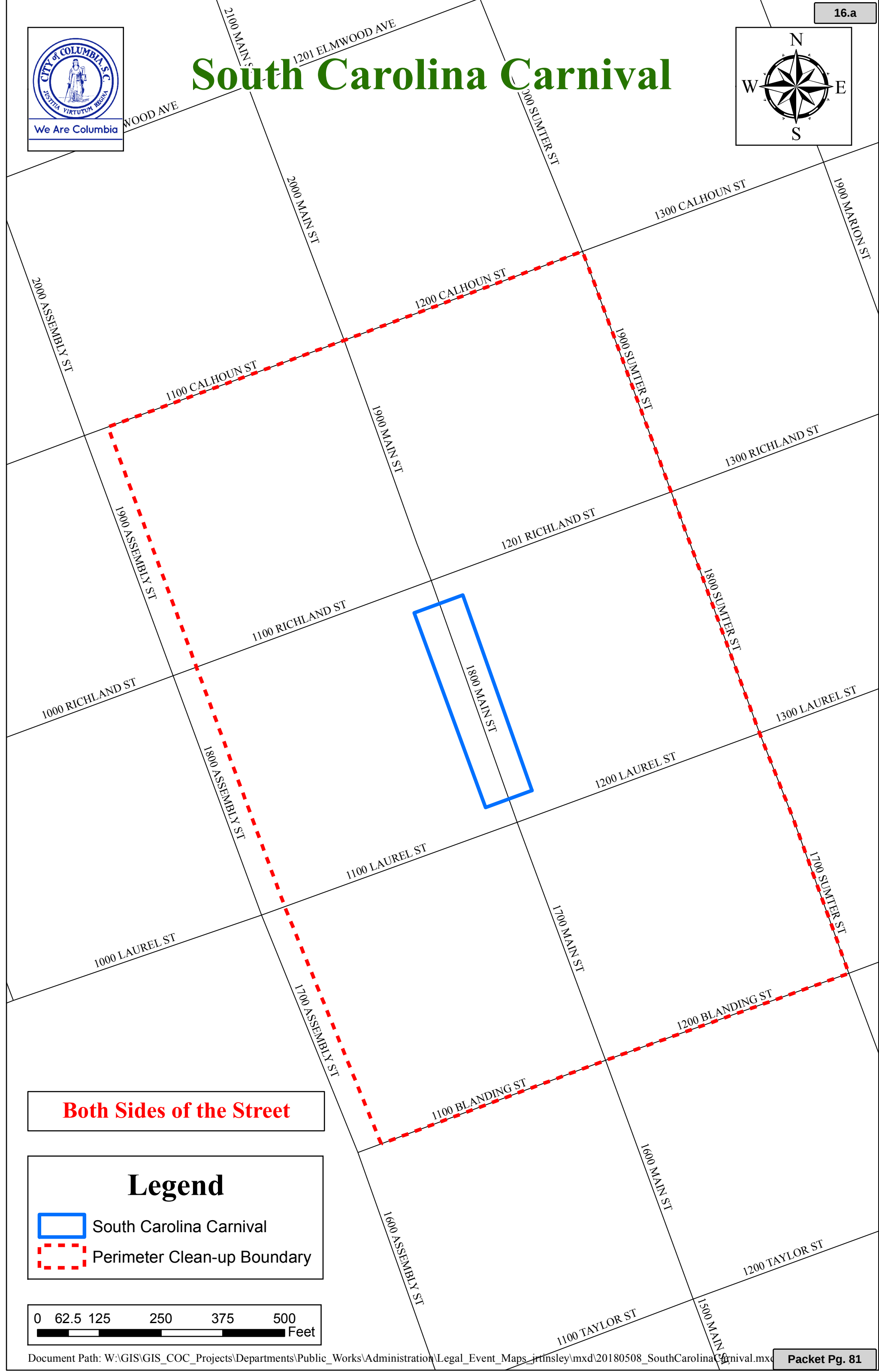
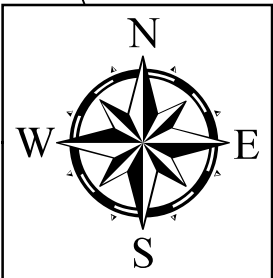
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018



South Carolina Carnival

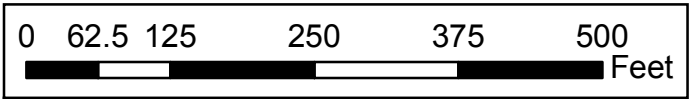


Both Sides of the Street

Legend

 South Carolina Carnival

 Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Housing Authority

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#d:** Housing Authority Memo (PDF)



We Are Columbia

TO: Teresa Wilson, City Manager

FROM: Ashley Jenkins

DATE: February 27, 2019

SUBJECT: Housing Authority of the City of Columbia

Purpose: The mission of the Columbia Housing Authority is “to meet the emerging affordable housing needs of low to moderate-income individuals and families in Columbia and Richland County while promoting self-reliance and improving their quality of life”. Term – 5 years.

Composition: The board consists of seven (7) members that will include one (1) member who must be a resident of the Housing Authority.
Term for this board is five (5) years with one (1) reappointment.

All appointees must reside in the corporate limits of the city.

Action: Council is asked to appoint three (3) individuals

District Representation:

District 1 – 1
District 2 – 2
District 3 – 1
District 4 – 0
Outside City Limits – 0

District Representation of Applicants:

There are thirty-nine (39) applications for consideration.

District 1 – 6
District 2 – 7
District 3 – 5
District 4 – 8
Outside City Limits – 13

Applicants

Lesley Terica Gadson

214 Eagle Pointe Dr.
Columbia, SC 29229

Outside City Limits

Client Associate
Merrill Lynch Wealth Management

Kara Simmons

169 Eagle Park Drive
Columbia, SC 29206

District 4

Executive Director
Columbia Bethlehem Community Center

Anne Sinclair

3601 Monroe Street
Columbia, SC 29205

District 3

Consultant
Resource Associates, Inc.

Tiffany Shirise James

2637 River Dr. Apt. 3
Columbia, SC 29201

District 1

Community and Public Relations Specialist
The COMET

Bryan Gilchrist

2142 Oak Street
Columbia, SC 29204

District 2

Director of Emergency Services/ Strategist
Phoenix Holdings Group

Cathy Hiller

6535 Whiteoak Rd.
Columbia, SC 29206

Outside of City Limits

Assistant Property Management/
Residents Service Coordinator
Westminster Company

Harlan C. Adams

3905 Pine Cone Drive
Columbia, SC 29204

District 1

US Army (Retired)

John Adams

2736 Wheat Street
Columbia, SC 29205

District 3

Business Owner
Lug Nutz LLC

Joseph Fortune

34 Welwyn Place
Columbia, SC 29212

District 1

Director of Housing Administration
University of South Carolina

George Folsom

904 Sycamore Avenue
Columbia, SC 29203

District 1

Retired- US HUD

William Gresham

374 Turnwall Lane
Elgin, SC 29045

Outside of City Limits

President of McWaters, Inc.
McWaters

Alisha Cooper

325 Taylor St. Apt. 1043
Columbia, SC 29201

District 2

Director of Business Development
Three Rivers Midlands

LaChauncey Hilliard

1520 Senate St. 18D
Columbia, SC 29201

District 3

Realtor
Exit Real Estate Consultants

Thomas D. Williams

1517 Legion Drive
Columbia, SC 29229
Outside of City Limits

Business Owner
Glory Painting Company, LLC

Georgia Miartan

625 Chimney Hill Road
Columbia, SC 29209
District 3

Executive Director
South Carolina First Steps

Shirley Geiger

4202 Pine Forest Drive
Columbia, SC 29204
District 2
Retired

Wayne Peagler

3152 Travis Court
Columbia, SC 29204
District 3

EP Wayne Financial Group

Frederick Peters

20 Lindale Court
Columbia, SC 29204
District 2
Retired

Edward T. Hills

211 Savannah Branch Trail
Irmo, SC 29063
Outside of City Limits

Pres. Associated Contractors White
Roofing

Charlyce Goodwin

200 Sweetwater Drive
Hopkins, SC 29061
Self-Community Volunteer
Outside of City Limits

LaQuanda Clark

4709 Anderson St.
Columbia, SC 29203
District 1
Lead Independent Living Specialist
Able SC

Jean Sanders

417 West Lakeside Avenue
Columbia, SC 29203
Retired
Outside of City Limits

Leslie Francis

4021 Kenilworth Road
Columbia, SC 29205
District 4

Vice President
SunTrust

Assatta Herbert

1004 Carola Avenue
Columbia, SC 29203
District 1

Law Clerk
Burr & Forman

Andrew Cheatham

1504 Saramont Rd.
Columbia, SC 29205
District 4

Landscape architect
Kenneth B. Simmons Associates

Angela K McCrae

217 Baccharis Drive
Columbia, SC 29229
Outside of City Limits

Drug Test Coordinator
Department of Defense

Tammy Gallman

353 Oakbrook Village Road
Columbia, SC 29223
District 4

Administrative Coordinator
SC State Housing Finance & Development
Authority

Elizabeth Wine

1026 Bellehaven Drive
Columbia, SC 29203
District 2

Administrative Professional
Richland School District One – Crayton
Middle

Raquel Dobbs

1858 Windover St.
Columbia, SC 29204
District 2

Reading Teacher

Joseph Terry

4619 Trenholm Rd
Columbia, SC 29206
District 4

Owner
Palmetto Maintenance & Cleaning
Services, LLC

Lindsey Moore

1023 Enclave Way
Columbia, SC 29223
District 4

Realtor
Medley Realty LLC

Tige Watts

1314 Cedar Terrace
Columbia, SC 29209
District 4
Consultant, PR

Kesha Mckelvey

2416 Saxon Shore Rd.
Columbia, SC 29209
Outside the City Limits

Realtor
Century 21 Vanguard

Luann Anderson

1809 Bradley Drive
Columbia, SC 29204
District 2

Sr. Manager
Verizon

Terrence Rickenbacker

920 Friarsgate Blvd.
Irmo, SC 29063
Outside the City Limits

UI Collections Manager
Department of Employment & Workforce

Kevin Bland

419 Golden Eagle Drive
Blythewood, SC 29016
Outside City Limits

Sheriff's Deputy – Narcotics Investigator
Richland County Sheriff's department

Dianna T. Carr

1 Spring Glade Circle
Columbia, SC 29205
Outside the City Limits

Richland School District one

Christina Cobb Freeman

210 Falls Mill Lane
Columbia, SC 29229
Outside of City Limits

Richland One (Columbia High School)

James Chatfield

210 Sorrel Tree Drive
Columbia, SC 29223
District 4

Chief Lending Officer
South Carolina Community Loan Fund

<u>CURRENT MEMBERS</u>	<u>APPROVED</u>	<u>STARTS</u>	<u>ENDS</u>
Alexzena Furgess - EXPIRED 1905 McAlister Street Columbia, SC District 2 Retired	04/10/2012 03/05/2013	04/10/2012 05/01/2013	04/30/2013 04/30/2018
Bobby Gist 2526 Sheryl lane Columbia, SC 29204 District 2 Benedict College	Appointed for a 2- year term in 2012. Currently on his 5 th Term	06/14/2014	06/14/2019
Selena Pickens 129 South Saluda Avenue Columbia, SC 29205 District 2 BB&T	04/18/2012	04/01/2012 09/05/2017	04/30 2017 04/30/2022
Ernest W. Cromartie III 1324 Confederate Avenue Columbia, SC 29201 District 1 Attorney <i>Law Office of Ernest W. Cromartie III</i>	04/19/2016	05/01/2015	05/01/2021
Jennifer Wile Rubin- RESIGNED 02/06/19 2936 Wheat Street Columbia, SC 29205 District 3 Attorney <i>Rogers, Townsend & Thomas</i>	11/12/2013 12/06/2016	11/12/2013 12/07/2016	11/30/2016 12/06/2019
George Green 501 Rosewood Hill Dr. Columbia, SC 29205 District 3 CHA Representative	12/06/2016	12/07/2016	12/06/2019
Bessie Watson- RESIGNED 02/06/19 85 Easy Street Columbia, SC 29210 District 1	11/01/2007	11/01/2007 11/01/2012	11/01/2012 11/30/2017



We Are Columbia

MEETING DATE: March 5, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Greater Columbia Community Relations Council

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** GCCRC Memo Final Revision (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Ashley Jenkins

DATE: February 25, 2019

SUBJECT: Greater Columbia Community Relations Council

Purpose: The purpose of the council is to submit recommendations and opinions regarding community relation matters that affect the Greater Columbia Area. They seek individuals with a desire to help the community develop better relations and provide objective goals to help foster good relations in our community. They serve as mediators, trainers and advocates for people who need assistance in our community. This Council provides an abundance of services including Community Development Block Grant (CDBG) forums for the public, Fair Housing Education, as well as, programs aimed at helping develop strong interpersonal skills.

Composition: This committee is multi-jurisdictional with Richland County, Columbia Chamber of Commerce and the City each appointing ten (10) members for a total of 30 members. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Currently, there are only two City Appointees serving. The other 6 appointees rest have expired terms and have chosen not to serve another term.

Request: Council is asked to appoint six (6) individuals for Appointment to fill vacancies. Appointees must reside within city limits.

District Representation:

District 1 – 3
 District 2 – 0
 District 3 – 1
 District 4 – 5
 Outside City Limits – 0

District Representation of Applicants:

District 1 – 2
 District 2 – 11
 District 3 – 14
 District 4 – 4
 Outside City Limits – 7

Applicants

Reginald C. Hair, Esq.

809 Irwin Park Dr. #201
Columbia, SC 29201
District 2

Attorney
Solomon Law Group
3501 N. Main Street
Columbia, SC 29203

Abigail R. Naas

718 Skyland Drive
Columbia, SC 29210
Outside of City Limits

VP of Marketing & Public
Relations
Columbia Fireflies
1640 Freed Street
Columbia, SC 29201
District 2

Dr. Kari- Claudia Allen

226 Hawkins Creek Road
Blythewood, SC 29016

Physician
Prisma Health- Richland
Memorial Hospital
3209 Colonial Drive
Columbia, SC 29203
District 2

Tammy Davis

1340 North Brickyard Rd.
#2233
Columbia, SC 29223

Bluebird Property
Management, LLC
2143 Bull Street
Columbia, SC 29201
District 3

Tressa A. Crowley

413 Harrow Dr.
Columbia, SC 29210
District 1

Member Benefits
Coordinator
South Carolina Dental
Association
120 Stonemark Lane
Columbia, SC 29210

Brie Logue

3406 Wheat St.
Columbia, SC 29205
District 3

Marketing &
Communications Manager
City of Columbia
1201 Main Street
Columbia, SC 29201

Renee Lally

400 Hidden Pines Rd.
Columbia, SC 29229
Outside of the City Limits

Owner
Midlands School of Cheer
and Dance
720 Old Clemson, Rd. #G
Columbia, SC 29229
Outside of City Limits

Eva Didy Cook

2050 North Beltline
Boulevard Apt. 303
Columbia, SC 29205
District 3

Paralegal
Riley Pope & Laney
2838 Devine Street
Columbia, SC 29205

Michelle Thompson

927 Spears Drive
Elgin, SC 29045
**Outside of City Limits
(Right outside District 4)**

Marketing/ Web host/
Executive Director
Pecan P.I.E. Marketing Firm
927 Spears Drive
Elgin, SC 29045

Stefan Lauren Renee

900 Gracern Rd. Apt. 230
Columbia, SC 29210
District 2

Academic Advisor-
International Business
University of South Carolina
1400 Greene St.
Columbia, SC 29208

Cherlyn Walden Borjes

2308 Raven Trail
West Columbia, SC 29169
Outside of City Limits

Attorney- City Prosecutor
City of Columbia
1401 Main Street
Columbia, SC 29201
District 3

Gurpreet Kaur Chadha

540 Caladium Way
Columbia, SC 29229
District 2

Optometrist
Department of Defense,
Moncrief Army Health Clinic
4500 Stuart Street
Columbia, SC 29207

Michael Hood

600 Greenlawn Dr. Apt. 1305
Columbia, SC 29209

District 3

CAMPUSSPEAK, Inc. (remote employee)
4613 University Drive #348
Coral Springs Florida 33067

Alisha Cooper

325 Taylor St. Apt. 1043
Columbia, SC 29201

District 3

Director of Business Development
Three Rivers Midlands
200 Ermine Road
West Columbia, SC 29170

Punam H. Patel

417 Canal Place Drive
Columbia, SC 29201

District 3

System Operations Manager
Palmetto Health
1301 Taylor Street
Columbia, SC 29201

Brent Brazell

125 Bakers Point Rd.
Columbia, SC 29223
Outside of City Limits
(Right outside district 4)

Insurance Agent/ Agency Owner
Brazell Insurance Group
2211 Alpine Road Ext.
Columbia, SC 29223

Lesley Terica Gadson

214 Eagle Pointe Dr.
Columbia, SC 29229
Outside of City Limits

Client Associate
Merrill Lynch Wealth Management
1301 Gervais St. Ste. 1500
Columbia, SC 29201

Christie Ferguson

247 S. Edisto Ave
Columbia, SC 29205

District 3

Managing HR Partner
Sierra Club
2101 Webster Street
Oakland, CA 94612

Pamela Kay Brown

4501 Bentley Drive Apt. 536
Columbia, SC 29210

District 4

Administrative Coordinator
State of South Carolina
1205 Pendleton Ste. 471
Columbia, SC 29201

Robert Jeff March

1825 St. Julian Place Unit 2C
Columbia, SC 29204

District 2

Owner/Stylist/ Non-Profit Leader
Jeffrey Salon
931- D Senate Street
Columbia, SC 29201

Blake A. Weiss

500 Gills Creek Parkway
Apt. 2015
Columbia, SC 29209
District 3

Neighborhood Relations Coordinator
University of South Carolina
1400 Greene Street
Columbia, SC 29201

Tonya Palmer

2722 Ashton St.
Columbia, SC 29204
District 3

Photographer
TMPalmer Photography

Micky Tangri

609 E Springs Rd.
Columbia, SC 29223
Outside of City Limits

Partner
Horizon Real Estate
7201 Parklane Rd.
Columbia, SC 29223
Outside of City Limits

Zachary Brice Ohanesian

7 New Stock Ct.
Hopkins, SC 29061
Outside of City Limits

Student
University of South Carolina
School of Law
1525 Senate St.
Columbia, SC 29201
District 3

Stephen G. Kaminski

1324 Pulaski St. Unit A-308
Columbia, SC 29201
District 2

Fighter Pilot
SC Air National Guard
1325 S. Carolina Rd. Suite 6
Eastover, SC 29204

Jeffrey Alan Phillip

772 Dial Creek Rd.
Elgin, SC 29045
Outside of City Limits
Retired

Lajoia Broughton

2305 Rembert St
Columbia, SC 29201
District 4

Director of External Communications
Retirement System
Investment Commission
1201 Main St. Ste 1501
Columbia, SC 29201

District 2**Tiffany Lumpkin**

780 Fashion Drive Apt.2-101
Columbia, SC 29229

Outside of City Limits

SC Department of Social
Services
216 Orangeburg Road
Summerville, SC 29483

Derek Swindall

2925 Oceola Street
Columbia, SC 29205

District 3

Attorney
The Swindall Firm, LLC
1611 Devonshire Dr. STE 100
Columbia, SC 29204

Alexis Ann Pocaback

800 Killian Lakes Dr. Apt.9307
Columbia, SC 29203

Outside of City Limits

Family Pastor
Newhope Church
930 Longtown Rd.
Columbia, SC 29229

Charles Seamans

2519 Cypress St.
Columbia, SC 29205

District 3

Assistant Principal
Eau Claire High school
4800 Monticello Rd.
Columbia, SC 29203

2722 Ashton St.
Columbia, SC 29204

Tyler Desmond Bailey

916 Chester St.
Columbia, SC 29201

District 4**Attorney**

Bailey Law Firm
1803 Hampton St.
Columbia, SC 29201

Jason D. Craig

33 Kingsgate Dr.
Columbia, SC 29205

District 3

Non Profit- Executive
Director
Sustainable Midlands
709 Woodrow St #116
Columbia, SC 29205

Justin Workman

1019 Chevis Street
Columbia, SC 29205

District 4

Case Management
Supervisor
301 Greystone Blvd.
Columbia, SC 29210

Tiffany James

12 Arbor Vista Court
Columbia, SC 29229

Community Outreach
Coordinator
The COMET
3613 Lucius Rd.
Columbia, SC 29201
District 2

Katherine Glanton

4032 Vista Towers
Columbia, SC 29201

District 3

HR Manager
Georgia- Pacific600 GA-
Pacific Blvd.
Prosperity, SC 29127

Latarnya Whitmire

612 March Lane
Columbia, SC 29229

Outside of City Limits

Program Coordinator II,
Supervisor
State of SC Human Affairs
Commission
1026 Sumter St., Ste 101

District 3**Korenzo Anton****Nance-Bates**

60 Calibogue Court
Chapin, SC 29036

Chief Parole Examiner
SCDJJ- SC Board of
Juvenile Parole
1741 Shivers Road
Columbia, SC 29210

District 1**William Baker**

1 Myrtle Court
Columbia, SC 29205
Outside of City Limits

Immigration Paralegal
Lawrence J. Needle, PA
339 Heyward St.
Columbia, SC 29201
District 2

CURRENT MEMBERS

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Jennifer Powers (Reed) 708 Chester St. Columbia, SC 29201 District 1 (Current City Appointed Member)	05/06/2014	08/02/2011 07/01/2014	06/30/2014 06/30/2017
Keith McIver 609 Duke Avenue Columbia, SC 29203 District 1 (No longer serving on the Board)	05/06/2014	10/11/2011 07/01/2014	06/30/2014 06/30/2017
Michael Anthony Glymph 165 Forestview Circle Columbia, SC 29212 District 1 (No longer serving on the Board)	01/15/2013	01/16/2013	06/30/2016
Daniel Coble 4103 Devine St. J7 Columbia, SC 29205 District 3 (No longer serving on the Board)	05/06/2014	09/06/2011 07/01/2014	06/30/2014 06/30/2017
Beth Inman - RESIGNED 1020 Butler Street # 12 Columbia, SC 29205 District 3	09/17/2013	09/17/2013	06/30/2016
Jessica Lovelace 4601 Datura Road Columbia, SC 29205 District 4 (No longer serving on the Board)	09/17/2013	09/17/2013	06/30/2016
Jennifer Reed 36 Wildeoak Court Columbia, SC 29223 District 4 (No longer serving on the Board)	09/17/2013	09/17/2013	06/30/2016

Elliott Epps		05/17/2011	06/30/2014
37 Foot Point Road	05/06/2014	07/01/2014	06/30/2017
Columbia, SC 29209			
District 4			
(Current City Appointed Member)			

Ronald Alphonso Thompson		08/02/2011	06/30/2014
138 Gayle Pond Trace	05/06/2014	07/01/2014	06/30/2017
Columbia, SC 29209			
District 4 (No longer serving on the board)			

Lou Nolan		09/06/2011	06/30/2014
811 Albion Rd.	05/06/2014		06/30/2017
Columbia, SC 29205			
District 4			
(No longer serving on the Board)			