



Richland County Council

Regular Session October 18, 2016 - 6:00 PM Council Chambers

Call to Order

- 1** The Honorable Torrey Rush

Invocation

- 2** The Honorable Dalhi Myers

Pledge of Allegiance

- 3** The Honorable Dalhi Myers

Presentation of Resolution

- 4** a. Resolution Designating October 2016 as Community Planning Month in Richland County

Approval of Minutes

- 5** May 17, 2016 - {Deferred at June 7, 2016 Council Meeting} [PAGE 7]
- 6** Regular Session: October 4, 2016 [PAGES 8-21]

Adoption of Agenda

7

Report of the Attorney for Executive Session Items

- 8** a. Employee Grievance



Richland County Council

Citizen's Input

- 9** For Items on the Agenda Not Requiring a Public Hearing

Report of the County Administrator

- 10** a. Recognition of Transportation Program Interns
b. Employee Grievance

Report of the Clerk of Council

- 11** a. Midlands Technical College Oyster Roast & Shrimp Boil, October 27, 6:00 p.m., MTC Northeast Campus

Report of the Chair

12

Open/Close Public Hearings

- 13** a. An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Thirty Eight Thousand Seven Hundred Forty Dollars (\$38,740) to increase funding to the Board of Voter Registration & Elections Department to cover the costs of legal bill(s)

Approval of Consent Items

- 14** 16-023MA
Debbie Nix
RS-MD to OI (3.17 Acres)
806 Universal Drive
19106-06-01 [THIRD READING] [PAGES 22-23]
- 15** 16-024MA
Mark Taylor
RU to GC (14 Acres)
219 Rabon Road
19903-06-01 [THIRD READING] [PAGES 24-25]
- 16** 16-025MA
Ashley Chason



Richland County Council

RU to GC (1.2 Acres)
1640 Dutch Fork Rd.
02412-01-04 [THIRD READING] [PAGES 26-27]

- 17** 16-026MA
David Tuttle
M-1/RS-LD to PDD (33.88 Acres)
Roseberry Lane
22807-01-04 [THIRD READING] [PAGES 28-30]
- 18** a. An Ordinance Authorizing deed to the City of Columbia for certain water lines to serve the Decker Center; Richland County TMS #16911-03-09 [SECOND READING] [PAGES 31-36]

Third Reading Items

- 19** An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to add duets as a use in the RM-MD and RM-HD Zoning Districts with Special Requirements [PAGES 37-41]
- 20** An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Thirty Eight Thousand Seven Hundred Forty Dollars (\$38,740) to increase funding to the Board of Voter Registration & Elections Department to cover the costs of legal bill(s) [PAGES 42-44]

Second Reading Items

- 21** An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Seven Hundred Sixteen Thousand Four Hundred Forty Six Dollars (\$716,446) to fund officer safety equipment and service agreement - body worn cameras [PAGES 45-48]

Report of the Administration and Finance Committee

- 22** Future Management of the Pinewood Lake Property [PAGES 49-86]

Report of Economic Development Committee

- 23** Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to Haven Campus



Richland County Council

Communities - Columbia, LLC, and other related matters [FIRST READING]
[PAGES 87-104]

- 24** An Agreement by and between Richland County and the University of South Carolina whereby the County and USC desire to agree herein for the prepayment by USC to County of the estimated future County net parking revenue payments [PAGES 105-112]
- 25** Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to [Project Alimex]; and other related matters [FIRST READING] [PAGES 113-129]
- 26** A Resolution consenting to and ratifying the assignment by University Residences Columbia, LLC to Trea Greene Crossing, LLC of certain property tax incentive agreements and other matters related thereto [PAGES 130-131]

Report of the Transportation Ad Hoc Committee [PAGES 132-217]

- 27**
- a. Sidewalk Package S-3 (Sheltered Market): Construction Award [PAGES 132-143]
 - b. Sidewalk Package S-5 (Sheltered Market): Construction Award [PAGES 144-156]
 - c. Bluff Road Phase I Widening Project: Construction Award [PAGES 157-182]
 - d. Shop Road Phase I Extension Project: Construction Award [PAGES 183-211]
 - e. Mitigation Bank Excess Credit Sales [PAGES 212-217]
 - 1. SCDOT: I-20 Widening Project
 - 2. SCDOT: I-77 Widening Project
 - 3. SCDOT: Hardscrabble Road Widening Project
 - 4. JR Lex II, LLC: Dollar General
 - 5. Big Red Box, LLC: Pineview Drive Site

Citizen's Input



Richland County Council

28 Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

Adjournment



Richland County Council



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REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for special source revenue credits to Haven Campus - Communities - Columbia, LL, and other related matters** – Mr. Livingston stated the committee recommended First Reading by Title Only.

FOR	AGAINST
Rush	Rose
Livingston	Malinowski
Manning	Dixon
	Jackson
	Pearce
	Dickerson

The motion for approval failed.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MEETING

October 4, 2016
6:00 PM
County Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:02 PM

The meeting recessed at 6:02 p.m. and reconvened at 6:07 p.m.

INVOCATION

The Invocation was led by the Honorable Joyce Dickerson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Joyce Dickerson

PRESENTATION OF PROCLAMATION

Proclamation Recognizing the month of October 2016 as Cybersecurity Awareness Month [DICKERSON] – Ms. Dickerson presented a proclamation to Ms. Emily Ley in honor of Cybersecurity Awareness Month.

POINT OF PERSONAL PRIVILEGE – Ms. Dixon requested Council and Richland County employees to wear pink and/or purple in honor of Breast Cancer Awareness Month and Domestic Violence Awareness Month.

APPROVAL OF MINUTES

- a. **May 17, 2016 (Deferred at June 7, 2016 Council Meeting)** – Mr. Livingston moved, seconded by Mr. Pearce to defer approval until the Clerk's Office reviews the audio tape and verifies the vote. The vote in favor was unanimous.
- b. **Regular Session: September 20, 2016** – Ms. Dickerson requested the record reflect she wished to change her vote to opposed on the following item: "Motion to rescind the action on the following item from the May 17, 2016 Council meeting: "Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Jim Manning
Dalhi Myers
Seth Rose

Others Present:

Gerald Seals
Kimberly Roberts
Daniel Driggers
Kevin Bronson
Michelle Onley
Tracy Hegler
Jeff Ruble
Quinton Epps
Geo Price
Brandon Madden
Dale Welch
Larry Smith
Janet Claggett
Brad Farrar
Christy Swofford
Rudy Curtis
Ismail Ozbek
Chad Fosnight
James Hayes
Dwight Hanna

Credit Agreement to provide for special source revenue credits to Haven Campus – Communities – Columbia, LLC, and other related matters”

Ms. Dixon moved, seconded by Mr. Pearce, to approve the minutes as amended. The vote in favor was unanimous.

- c. Special Called Meeting: September 27, 2016** – Ms. Dixon moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.
- d. Zoning Public Hearing: September 27, 2016** – Mr. Pearce moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Rush stated the following item needed to be added under the Report of the Chair: “Community Development Fair Housing”.

Mr. Smith stated a “Pending Hurricane Update” needed to be added under the Report of the Administrator.

Mr. Pearce moved, seconded by Ms. Dixon, to adopt the agenda as amended. The vote in favor was unanimous.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

Mr. Smith stated the following items were potential Executive Session Items:

- a. Public Interest Foundation Attorney’s Fees**

CITIZENS’ INPUT (For Items on the Agenda Not Requiring a Public Hearing)

Mr. Ned Pendarvis spoke against Item #20 – “Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to Haven Campus Communities – Columbia, LLC, and other related matters”

Mr. Eddie Dailey and Mr. Lewis Taylor spoke regarding Item #25 – “Future Management of the Pinewood Lake Property”

REPORT OF THE COUNTY ADMINISTRATOR

- a. Pending Hurricane Update** – Mr. Seals stated the Governor declared a State of Emergency in regard to Hurricane Matthew. Non-essential County employees will not be working Wednesday – Friday to allow those evacuating from the coast to adequately travel.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson apologized for not being able to participate in the Flood Memorial event because of her duties as Chair of the CMRTA.

REPORT OF THE CLERK OF COUNCIL

- a. **Columbia Urban League Dinner Sponsorship Request** – Ms. Onley stated the Clerk’s Office is in receipt of sponsorship request from the Columbia Urban League. They are requesting Council to purchase a table in the amount of \$2,000 for their upcoming dinner.

Mr. Pearce moved, seconded by Mr. Manning, to approve the sponsorship request. The vote in favor was unanimous.

- b. **Council Retreat Location Update** – Ms. Onley updated Council on the Council Retreat location recommendations received by the Clerk’s Office.

Mr. Jeter moved, seconded by Mr. Pearce, to hold the 2017 Council Retreat on January 25 – 27 at the Embassy Suites in Charleston, South Carolina.

Mr. Malinowski inquired why the Council Retreat could not be held at the Embassy Suites in Columbia.

<u>FOR</u>	<u>AGAINST</u>
Jackson	Rose
Pearce	Malinowski
Rush	Dixon
Livingston	
Dickerson	
Myers	
Manning	
Jeter	

The vote was in favor.

- c. **Regional Economic Development Forum, October 13, 2:00 – 6:00 p.m., Lexington Municipal Complex** – Ms. Onley reminded Council of the upcoming Regional Economic Development Forum on October 13th at the Lexington Municipal Complex.

REPORT OF THE CHAIR

- a. **Community Development Fair Housing** – Mr. Rush stated the Community Development Office requested that Council be informed that HUD has passed down some guidelines that will be implemented January 4, 2017. Community Development will be conducting an assessment of Fair Housing following the new HUD guidelines and will submit to the United States Department of HUD on or before January 4, 2017. County Council has been requested to sponsor a luncheon for all of the stakeholders to provide feedback.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance to establish and create a special tax district within Richland County, South Carolina, to be known as the “Upper Rockyford Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto – No one signed up to speak.**
- **An Ordinance to establish and create a special tax district within Richland County, South Carolina, to be known as the “Cary Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto – No one signed up to speak.**
- **An Ordinance to establish and create a special tax district within Richland County, South Carolina, to be known as the “Beaver Dam Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto – No one signed up to speak.**
- **An Ordinance to establish and create a special tax district within Richland County, South Carolina, to be known as the “Rocky Ford Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto – No one signed up to speak.**
- **An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in Carolina Pines Industrial Park; and other matters related hereto – No one signed up to speak.**

APPROVAL OF CONSENT ITEMS

- **To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Cary Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [THIRD READING]**
- **To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Upper Rockyford Lake Special Tax District”; to define the nature and level of**

services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [THIRD READING]

- To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Rocky Ford Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [THIRD READING]
- To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Beaver Dam Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [THIRD READING]
- 16-023MA, Debbie Nix, RS-MD to OI (3.17 Acres), 806 Universal Drive, 19106-06-01 [SECOND READING]
- 16-024MA, Mark Taylor, RU to GC (14 Acres), 219 Rabon Road, 19903-06-01 [SECOND READING]
- 16-025MA, Ashley Chason, RU to GC (1.2 Acres), 1640 Dutch Fork Rd., 02412-01-04 [SECOND READING]
- 16-026MA, David Tuttle, M-1/RS-LD to PDD (33.88 Acres), Roseberry Lane, 22807-01-04 [SECOND READING]
- Solid Waste & Recycling Department: Solid Waste Curbside Collection and Transportation Contracts for Service Areas 3 & 6

Ms. Dixon moved, seconded by Mr. Malinowski, to approve the consent items.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	
Jeter	

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Manning, to reconsider the following items: “To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the ‘Cary Lake Special Tax District’; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto”;

“To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the ‘Upper Rockyford Lake Special Tax District’; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto”;

“To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the ‘Rocky Ford Lake Special Tax District’; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto”; and

“To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the ‘Beaver Dam Special Tax District’; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto”.

The motion failed.

THIRD READING

An Ordinance Authorizing the levying of ad valorem property taxes, which, together with the prior year’s carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2016, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2016, through June 30, 2017 – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

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<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	
Jeter	

The vote in favor was unanimous.

Mr. Jackson moved, seconded by Mr. Pearce, to reconsider this item. The motion failed.

To Approve the conveyance of approximately One Hundred Ninety Seven Acres of real property owned by Richland County located on Pineview Road to China Jushi USA Corporation (Project Giant); to approve a land conveyance agreement for such property and other matter related thereto; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
Rose	Malinowski
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	
Jeter	

The vote was in favor.

Mr. Livingston moved, seconded by Mr. Pearce, to reconsider this item. The motion failed.

An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in the Carolina Pines Industrial Park; and other matters related hereto – Ms. Dixon moved, seconded by Mr. Livingston, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	
Jeter	

The vote in favor was unanimous.

SECOND READING

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to permit duets as a land use type – Mr. Malinowski stated in reviewing the map provided the parking requirements need to be clarified.

Mr. Price stated in the Land Development Code for residential uses there is a minimum up to a maximum. In this case, it will be up to applicant as to what they will provide.

Ms. Myers and Mr. Malinowski stated they do not believe two (2) parking spaces per unit is adequate parking to meet the needs of the residents.

Mr. Malinowski moved, seconded by Mr. Manning, to update the chart on p. 96 of the agenda by changing the permitted uses to special requirements. The vote in favor was unanimous.

An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Thirty Eight Thousand Seven Hundred Forty Dollars (\$38,740) to increase funding to the Board of Voter Registration & Elections Department to cover the costs of legal bill(s) – Mr. Pearce moved, seconded by Mr. Malinowski, to defer this item until after Executive Session. The vote in favor was unanimous.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Future Management of the Pinewood Lake Property – Mr. Jackson moved, seconded by Ms. Dixon, to defer this item to the October 18th meeting to allow the Conservation Commission to provide input. The vote in favor was unanimous.

Sheriff Department: Officer Safety Equipment and Service Agreement – Body Worn Cameras – Mr. Pearce moved, seconded by Ms. Dixon, to adopt the Sheriff’s proposal for body cameras.

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Mr. Malinowski requested a definition of a “defensive action”.

Deputy Chief Cowan stated if an individual on the scene of a call becomes combative the officer would have to take “defensive action” to sustain an arrest or protect the community and/or himself from the threat.

Mr. Malinowski inquired as to where the body cameras will be worn by the officers.

Deputy Chief Cowan stated the cameras will be worn on the officer’s torso.

Mr. Malinowski inquired if the \$132,000 provided by the State toward the cameras is for first year only or recurring funding.

Deputy Chief Cowan stated it is for first year only, but there are discussions about additional funds.

Mr. Pearce requested that Deputy Chief Cowan explain the difference in the Sheriff’s Department’s proposal and Administration information.

Deputy Chief Cowan stated the main difference is there is equipment in the Sheriff’s Department’s proposal that is not included in Administration’s information. He also stated the numbers have been reduced from last week because the Sheriff has identified additional funding and Taser International has updated their quote.

The numbers are as follows:

Total cost for cameras	\$646,428 - \$132,000 (State allocation) = \$514,428
(2) Employees	\$160,000 - \$55,000 (Sheriff’s Dept. Funding) = \$105,000

Mr. Livingston inquired if the State will reimburse the County if funding is found in the budget.

Mr. Smith stated there is a provision in the law that allows for the County to request reimbursement.

Deputy Chief Cowan stated the 5-year contract with Taser provides new equipment in years 3 and 5. The incentives have all been applied to year one to reduce the upfront costs for the equipment.

Mr. Malinowski inquired why the requested positions have to be sworn personnel.

Deputy Chief Cowan stated the sensitive data the position will be responsible for will be better understood by sworn personnel.

Mr. Malinowski requested the State’s requirements, as well as, the final policy.

Mr. Malinowski inquired of Administration if the funding is provided for the cameras it will become a part of the Sheriff’s overall budget.

Ms. Myers stated it’s her belief the contract should be a County contract instead of a Sheriff’s Department contract.

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Deputy Chief Cowan stated the Sheriff's Department is in agreement with having the contract in the County's name and not the Sheriff's Department'. The funding therefore will not become a part of the Sheriff's overall budget.

Ms. Myers inquired as to how many officers on a given day will on duty and require use of the cameras.

Deputy Chief Cowan stated there are approximately 200 officers on duty per day.

Ms. Myers inquired about the difference between crime scene investigators and the additional personnel being requested.

Deputy Chief Cowan stated crime scene investigators are responsible for recovering and processing evidence from crime scenes. The additional personnel will be responsible for deal with the digital evidence, as well as, bridge the gap between the scene and the investigator, etc.

Ms. Myers inquired if the crime scene investigator could be trained to process the camera's data.

Deputy Chief Cowan stated with the present workload it would be impossible to place the additional duties on the crime scene investigators.

Ms. Myers and Ms. Dickerson expressed concern with privacy issues, especially in relation to the Solicitor's Office having access to the recordings.

Mr. Rush inquired if the County currently uses body cameras.

Mr. Seals stated the County utilizes body cameras at the Detention Center and Solid Waste.

Mr. Pearce amended the original motion as follows: by Second Reading to include the provision that the contract be rewritten to identify Richland County as the contracted party, to identify alternative funding sources and present to Council for consideration, to include the exact reduction in numbers, and to request reimbursement from the State for the purchase of the body cameras.

Mr. Rush made a substitute motion, seconded by Mr. Malinowski, to approve the body camera program at a minimum of \$400,000 and any additional funding needed for the body cameras in subsequent years will be discussed during County Council's budgetary process. This will provide an initial funding commitment for the Sheriff to begin implementing the program and allow adequate consideration of future funding for body worn cameras, as needed to sustain the program. Additionally, it is recommended that the contract be in Richland County Government's name.

Mr. Pearce stated Mr. Rush's motion will completely negate the proposal negotiated with Taser and the Sheriff's Department.

<u>FOR</u>	<u>AGAINST</u>
Malinowski	Rose
Rush	Dixon
Livingston	Jackson
Myers	Pearce
	Dickerson
	Manning
	Jeter

The substitute motion failed.

<u>FOR</u>	<u>AGAINST</u>
Rose	Malinowski
Dixon	Rush
Jackson	Myers
Pearce	
Livingston	
Dickerson	
Manning	
Jeter	

The vote was in favor.

Sheriff Department: E-Ticket Equipment and Purchasing – Mr. Pearce stated the Sheriff’s Department is withdrawing this item.

Mr. Pearce moved, seconded by Ms. Dixon, to table this item. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to Haven Campus Communities – Columbia, LLC, and other related matters [FIRST READING] – This item was not properly before Council.

RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Accommodations Tax – 3 (One applicant must have a background in the Cultural Industry; other 2 applicants must have a background in the Lodging Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.

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- b. Community Relations Council – 3 (Applicants will have fundraising responsibilities) – Mr. Malinowski** stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- c. Hospitality Tax – 3 (Two applicants must be from the Restaurant Industry; other position is at-large seat) – Mr. Malinowski** stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- d. Internal Audit Committee – 1 (Applicant must be a CPA) – Mr. Malinowski** stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- e. Business Service Center Appeals Board – 2 (Applicants must be in Business Industry) – Mr. Malinowski** stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- f. Board of Assessment Appeals – 1 – Mr. Malinowski** stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- g. Planning Commission – 1 – Mr. Malinowski** stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- h. Central Midlands Regional Transit Authority Board (CMRTA) – 1 – Mr. Malinowski** stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- i. Central Midlands Council of Governments (CMCOG) – 1 – Mr. Malinowski** stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- j. Building Codes Board of Appeals – 1 (Applicant must be from the Architecture Industry) – Mr. Malinowski** stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- k. Riverbanks Park Commission – 1 – Mr. Malinowski** stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- l. Airport Commission – 2 (One applicant must reside within one mile of the airport) – Mr. Malinowski** stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- m. Employee Grievance Committee – 1 (Applicant must be a Richland County employee) – Mr. Malinowski** stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- n. Richland Memorial Hospital Board of Trustees – 3 – Mr. Malinowski** stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.

REPORT OF THE ORDINANCE REVIEW AD HOC COMMITTEE

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to change the uses of “Restaurants, Cafeterias” and “Restaurants, Full Service (Dine-In)”; from permitted to ones with special requirements; and to add a new use of “Restaurants, Limited Service (Dine-In)” with special requirements [FIRST READING] – Ms. Dixon stated the committee recommended approval of this item. The vote in favor was unanimous.

REPORT OF THE DECKER CENTER AD HOC COMMITTEE

An Ordinance Authorizing deed to the City of Columbia for certain water lines to serve the Decker Center; Richland County TMS # 16911-03-09 [FIRST READING] – Mr. Manning stated the committee recommended approval of this item. The vote in favor was unanimous.

**CITIZENS’ INPUT
(Must Pertain to Items Not on the Agenda)**

Ms. Carol Eaddy spoke regarding (1) update on the Lower Richland Sewer Project; (2) Adding the name Hopkins to the water tower; and (3) maintenance on the road she lives on.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 8:03 p.m.
and came out at approximately 8:22 p.m.*

- a. SC Public Interest Foundation Attorney’s Fees – No action was taken.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to permit duets as a land use type – Mr. Pearce moved, seconded by Ms. Dixon, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
Rose	Malinowski
Dixon	Rush
Jackson	
Pearce	
Livingston	
Dickerson	
Myers	
Manning	
Jeter	

The vote was in favor.

MOTION PERIOD

- a. **Move that County Administration and County Legal staff develop an Ordinance for Council consideration that prohibits the payment of legal fees and/or financial judgments created by any department and/or agency that does not directly report administratively to Richland County government (e.g., Voter Registration & Elections, Recreation) [PEARCE, ROSE, DICKERSON, and MYERS] – This item was referred to the A&F Committee.**

- b. **The Chairman appoints an Ad Hoc Committee to assess the feasibility of establishing and operating a Civil Rights Museum in Richland County in conjunction with the city of Columbia [LIVINGSTON and RUSH] – Mr. Rush will notify the Clerk’s Office of the members for this committee.**

ADJOURNMENT

The meeting adjourned at approximately 8:28 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Dalhi Myers

Seth Rose

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

Richland County Council Request of Action

Subject:

16-023MA
Debbie Nix
RS-MD to OI (3.17 Acres)
806 Universal Drive
19106-06-01

First Reading:	September 27, 2016
Second Reading:	October 4, 2016
Third Reading:	October 18, 2016
Public Hearing:	September 27, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-16HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19106-06-01 FROM RS-MD (RESIDENTIAL SINGLE FAMILY MEDIUM-DENSITY DISTRICT) TO OI (OFFICE AND INSTITUTIONAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19106-06-01 from RS-MD (Residential Single Family Medium-Density District) zoning to OI (Office and Institutional District) zoning.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: September 27, 2016
First Reading: September 27, 2016
Second Reading: October 4, 2016 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

16-024MA
Mark Taylor
RU to GC (14 Acres)
219 Rabon Road
19903-06-01

First Reading:	September 27, 2016
Second Reading:	October 4, 2016
Third Reading:	October 18, 2016
Public Hearing:	September 27, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-16HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19903-06-01 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19903-06-01 from RU (Rural District) zoning to GC (General Commercial District) zoning.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: September 27, 2016
First Reading: September 27, 2016
Second Reading: October 4, 2016 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

16-025MA
Ashley Chason
RU to GC (1.2 Acres)
1640 Dutch Fork Rd.
02412-01-04

First Reading:	September 27, 2016
Second Reading:	October 4, 2016
Third Reading:	October 18, 2016
Public Hearing:	September 27, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-16HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 02412-01-04 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 02412-01-04 from RU (Rural District) zoning to GC (General Commercial District) zoning.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: September 27, 2016
First Reading: September 27, 2016
Second Reading: October 4, 2016 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

16-026MA
David Tuttle
M-1/RS-LD to PDD (33.88 Acres)
Roseberry Lane
22807-01-04

First Reading:	September 27, 2016
Second Reading:	October 4, 2016
Third Reading:	October 18, 2016
Public Hearing:	September 27, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-16HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 22807-01-04 FROM M-1/RS-LD (LIGHT INDUSTRIAL AND RESIDENTIAL SIGNLE FAMILY LOW DENSITY DISTRICTS) TO PDD (PLANNED DEVELOPMENT DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 22807-01-04 from M-a/RS-LD (Light Industrial and Residential Single Family Low Density Districts) zoning to PDD (Planned Development District) zoning.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: September 27, 2016
First Reading: September 27, 2016

Second Reading:
Third Reading:

October 4, 2016 (tentative)

TMS# 21800-05-18 →

Richland County Council Request of Action

Subject:

An Ordinance Authorizing deed to the City of Columbia for certain water lines to serve the Decker Center; Richland County TMS #16911-03-09

First Reading:	October 4, 2016
Second Reading:	October 18, 2016 {Tentative}
Third Reading:	November 1, 2016 {Tentative}
Public Hearing:	November 1, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-16HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA
FOR CERTAIN WATER LINES TO SERVE THE DECKER CENTER;
RICHLAND COUNTY TMS #16911-03-09.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached Deed to Water Lines for Decker Center Remodel; Richland County TMS #16911-03-09; CF#331-22, which is attached hereto and incorporated herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle Onley
Assistant Clerk of Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA)

DEED TO WATER LINES FOR DECKER
CENTER REMODEL (2510 DECKER BLVD);
RICHLAND COUNTY TMS #16911-03-09;
CF#331-22

COUNTY OF RICHLAND)

RICHLAND COUNTY

to

CITY OF COLUMBIA

FOR VALUE RECEIVED, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's right, title and interests in and to the below described water lines:

All those certain water lines, the same being 6" and 8" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead lines to fire hydrants (including 6" DIP) and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #331-22, which is incorporated herein by specific reference thereto.

An 8" water line beginning at a valve tied to an existing 8" City water line (CF #62-230) located in the loading area on the subject property fifty-nine and eight tenths (59.8) feet northwest of the northeastern building corner of "Existing Building"; thence turning and extending therefrom in a southeasterly direction along the loading area on the subject property, for a distance of four and seven tenths (4.7) feet to a 22.5° bend located in the loading area on the subject property fifty-six and two tenths (56.2) feet north of the northeastern building corner of said "Existing Building"; thence turning and extending therefrom in a southeasterly/more southerly direction along the loading and parking areas on the subject property, for a distance of two hundred twenty-five and eight tenths (225.8) feet to a 22.5° bend located in the loading area on the subject property sixty-one and eight tenths (61.8) feet northwest of the eastern building corner of said "Existing Building"; thence turning and extending therefrom in a southeasterly direction along the loading area on the subject property and generally parallel to said "Existing Building", for a distance of eighty-one (81) feet to a 22.5° bend located in the loading area on the subject property twenty-one and six tenths (21.6) feet southeast of the eastern building corner of said "Existing Building"; thence turning and extending therefrom in a southeasterly/more southerly direction along the loading area on the subject property, for a distance of one hundred five and two tenths (105.2) feet to a valve located in the loading area on the subject property, approximately ninety-six (96) feet southeast of the eastern building corner of said "Existing Building"; thence terminating.

Also, a 6" water line beginning at an 8"x8"x6" tee on the aforescribed 8" water line located in the loading area on the subject property, thirty-three and six tenths (33.6) feet southeast of the eastern building corner of said "Existing Building"; thence extending therefrom in a northeasterly/more easterly direction crossing the loading area on the subject property, for a distance of sixteen (16) feet to a fire hydrant located on the subject property, forty-two and nine tenths (42.9) feet southeast of the eastern building corner of said "Existing Building"; thence terminating.

Also, a 6" water line beginning at an 8"x8"x6" tee on the aforescribed 8" water line located in the loading area on the subject property seventy-seven and five tenths (77.5) feet southeast of the eastern building corner of said "Existing Building", thence

APPROVED AS TO FORM

NAH 7.8.16

Legal Department City of Columbia, SC

extending therefrom in a southwesterly/more westerly direction along the loading area on the subject property, for a distance of ten and one tenth (10.1) feet to a meter vault located in the loading area on the subject property seventy-six and three tenths (76.3) feet southeast of the eastern building corner of said "Existing Building"; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, its contractor, agent or any other party acting on behalf of the Grantor in connection with the initial installation of streets, paving, curbs and gutters, storm drainage lines, sanitary sewer lines, utility lines, final grading or improvements in development of property served by said water lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of ingress, egress, construction operation, reconstruction and maintenance of said water lines. The Grantor hereby agrees that no construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer. Also, granted herein is an easement for access, ingress and egress along the entrance drives, private alleyways, parking areas, driveways and common areas for the operation, maintenance, repair, reconstruction and extension of services on the water lines and appurtenances for this development.

This conveyance also includes all water line easements shown on a set of record drawings prepared for Decker Center Remodel, in Richland County, near the City of Columbia, South Carolina, dated May 27, 2016, last revised June 28, 2016, prepared for Richland County, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under City File reference #331-22.

These water lines are more clearly delineated on a set of record drawings prepared for Decker Center Remodel, in Richland County, near the City of Columbia, South Carolina, dated May 27, 2016, last revised June 28, 2016, prepared for Richland County, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under City File reference #331-22.

PW

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, liens and encumbrances of whatsoever kind or nature, except those set forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this _____ day of _____, 20____.

WITNESSES:

RICHLAND COUNTY

(witness #1 signature)

By: _____
(Signature)

(witness #2 signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ of _____ on behalf of the within-named Grantor.
(Name of Officer and Title) (City and State)

(Notary Signature)
NOTARY PUBLIC FOR _____
(State)
MY COMMISSION EXPIRES _____
(Date)

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of _____ do hereby certify that I supervised the execution of the attached Deed to Water Lines for Decker Center Remodel with Richland County as Grantor and the City of Columbia, as Grantee this _____ day of _____, 20____.

State Bar Number: _____

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to permit duets as a land use type

First Reading:	September 27, 2016
Second Reading:	October 4, 2016
Third Reading:	October 18, 2016
Public Hearing:	September 27, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SO AS TO ADD DUETS AS A USE IN THE RM-MD AND RM-HD ZONING DISTRICTS WITH SPECIAL REQUIREMENTS.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts And District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; “Residential Uses” of Table 26-V-2.; is hereby amended as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
<u>Agricultural Uses</u>																	
Animal Production		P													P		
Animal Production Support Services		P													P		
Crop Production		P													P		
Crop Production Support Services		P													P	P	P
Fish Hatcheries		P													P		
Forestry		P													P		
Forestry Support Services		P													P	P	P
Poultry Farms		SR													P		
Produce Stands		SR													P		
Swine Farms															P		
Veterinary Services (Livestock)		P													P		
<u>Residential Uses</u>																	
Accessory Dwellings		SR	SR	SR	SR	SR	SR		P	P					SR		
Common Area Recreation and Service Facilities		P	P	P	P	P	P	P	P	P	P	P	P	P			
Continued Care Retirement Communities		SE	SE						SR	SR	SR		SR	SR			
Dormitories										P	SE			SE			
Dwellings, Conventional or Modular																	
<u>Duets</u>																	
Multi-Family, Not Otherwise Listed									SR	SR							
Single-Family, Detached		P	P	P	P	P	P	P	P	P	P						
Single-Family, Zero Lot Line, Common						SE	SE		SR	SR	SR			SR			
Single-Family, Zero Lot Line, Parallel				SR	SR	SR	SR		SR	SR	SR						
Two-Family									P	P							
Dwellings, Manufactured Homes on Individual Lots		SR	SR	SR				SR							SE		

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; is hereby amended by the insertion of a new paragraph to read as Paragraph “(27) Duets – RM-MD, RM-HD”, the existing Paragraph (27) is renumbered to read as Paragraph (28), and all remaining paragraphs are renumbered in appropriate chronological order.

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; is hereby amended by the insertion of a new paragraph to read as Paragraph “(27) Duets”, the existing Paragraph (27) is renumbered to read as Paragraph (28), and all remaining paragraphs are renumbered in appropriate chronological order.

(27) Duets.

- a. Use districts: Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density.
- b. The off-street parking requirements for duets are as follows:
 - Minimum: Two and one-half (2.5) spaces for every dwelling unit.
 - Mid-range: Three (3) spaces for every dwelling unit.
 - Maximum: Four (4) spaces for every dwelling unit.
- c. Mid-range - to - maximum parking is subject to the water quality treatment requirements of section 26-173.
- d. Off-street parking which exceeds the maximum is subject to the pervious materials requirements of section 26-173.

SECTION III. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION IV. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION VI. Effective Date. This ordinance shall be enforced from and after _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2016

Michelle M Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content
Public Hearing: September 27, 2016
First Reading: September 27, 2016
Second Reading: October 4, 2016
Third Reading: October 18, 2016

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Thirty Eight Thousand Seven Hundred Forty Dollars (\$38,740) to increase funding to the Board of Voter Registration & Elections Department to cover the costs of legal bill(s)

First Reading:	September 20, 2016
Second Reading:	October 4, 2016 [Tentative]
Third Reading:	October 18, 2016 [Tentative]
Public Hearing:	October 18, 2016 [Tentative]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. GF_1

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE THIRTY EIGHT THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$38,740) TO INCREASE FUNDING TO THE BOARD OF VOTER REGISTRATION & ELECTIONS DEPARTMENT TO COVER THE COSTS OF LEGAL BILL(S).

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. Approval to make payment to alleviate the court action currently pending in regard to the commission members associated with Elections and Voter Registration Department. Therefore, the Fiscal Year 2016-2017 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2016 as amended:	\$ 151,599,919
Appropriation of General Fund Balance:	\$ <u>38,740</u>
Total General Fund Revenue as Amended:	\$ 151,638,659

EXPENDITURES

Expenditures appropriated July 1, 2016 as amended:	\$ 151,599,919
Increase to Board of Voter Registration Department Budget:	\$ <u>38,740</u>
Total General Fund Expenditures as Amended:	\$151,638,659

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2016

Michelle Onley
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Seven Hundred Sixteen Thousand Four Hundred Forty Six Dollars (\$716,446) to fund officer safety equipment and service agreement - body worn cameras

First Reading:	October 4, 2016
Second Reading:	October 18, 2016 {Tentative}
Third Reading:	November 1, 2016 {Tentative}
Public Hearing:	November 1, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. GF_2

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE SEVEN HUNDRED SIXTEEN THOUSAND FOUR HUNDRED FORTY SIX DOLLARS (\$716,446) TO FUND OFFICER SAFETY EQUIPMENT AND SERVICE AGREEMENT – BODY WORN CAMERAS.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. That the amount of Seven hundred Sixteen Thousand Four Hundred and Forty Four dollars (\$716,446) be appropriated to (2) positions, fund officer safety equipment and service agreements for body worn cameras. Therefore the Fiscal Year 2016-2017 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2016 as amended:	\$ 160,527,230
State Grant Funds	132,000
Redirect Decker Revenue	55,000
Appropriation of General Fund Balance:	<u>529,446</u>
Total General Fund Revenue as Amended:	\$ 161,243,676

EXPENDITURES

Expenditures appropriated July 1, 2016 as amended:	\$ 160,527,230
Change in General Fund Expense:	<u>716,446</u>
Total General Fund Expenditures as Amended:	\$ 161,243,676

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2016

Michelle Onley
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject:

Future Management of the Pinewood Lake Property

Richland County Council Request of Action

Subject: Future Management of the Pinewood Lake Property

A. Purpose

At the June 7, 2016 Council Meeting, Council directed staff to develop an enterprise model similar to that of the Township as it relates to the operations, management and maintenance of Pinewood Lake. Thus, a detailed recommendation is outlined below.

B. Background / Discussion

The County purchased the Pinewood Lake property (property) for recreational, historical, and conservation purposes in October 2011. Subsequently, Council authorized the development of the property in two phases; Phase I of the development was completed in May 2015, and Phase II is expected to be completed by December 2017, with Council allocating \$4,500,000 to fund this portion.

The County's investment into the property to date is approximately \$2,550,000, which includes:

- Property Purchase= \$1,000,000
- Phase I development = \$1,400,000
- Restroom Construction= \$150,000

In August 2015, the County entered into an agreement with the Pinewood Lakes Foundation to manage the property and provided \$150,000 in Hospitality Tax funds to cover the maintenance and operating expenses of the property as well as costs associated with promoting and advertising the amenities of the property to increase shelter rentals and recreational activity within the community. To date, the Foundation has received the 1st quarter payment of the aforementioned allocation in the amount of \$75,000.

Attached for your review is the following:

- A timeline outlining Council actions to purchase the property
- A timeline outlining Council actions for the property since being purchased
- A copy of the agreement with the Pinewood Lakes Foundation
- A copy of the memorandum presented to Council detailing the next steps relative to Phase II of the property
- A copy of the agreement between the County and RCRC for managing the Crane Creek Park

C. Legislative / Chronological History

June 7, 2016 Council Meeting - Council accepted the Pinewood Lake management contract and directed staff to develop an enterprise model similar to the Township Auditorium in order to move forward.

D. Alternatives

Pursuant to the request, staff considered the following alternatives:

1. Board – Director Model

This model mirrors the management model currently utilized by the Township and Historic Columbia. There are some similarities worth noting between the Township, Historic Columbia and Pinewood Lake:

- All properties are owned by the County
- All properties received Hospitality Tax dollars from the County for operational and maintenance activities for FY17
- All properties are economic development drivers of accommodations and hospitality tax revenues
- All properties are currently utilizing similar management agreements whereby the County contracts with a non-county entity to manage the property

Under this model, County Council would appoint a 7-member Board of Directors (Board) using the process outlined in their Council rules. The Board, generally, would be responsible for the following:

- Overseeing the general administration of the property
- Setting policy and the annual budget
- Appointing an experienced manager / executive director

The manager / executive director, generally, would be responsible for the following:

- Carrying out day-to-day administrative operations (e.g., daily maintenance, operations, yearly audit)
- Executing the Board's policy and annual budget

Potential Advantages

- Efficiency in providing public service – This model allows the public service related directives to be communicated to a professional manager / executive director, who will be hired to efficiently carry out those directives.
- Politically neutral (Clear separation of powers) – This model promotes equity and fairness by ensuring that services are fairly distributed and that administrative decisions (such as hiring and contracting) are based on merit rather than favoritism.
- Accountability – The manager is accountable to the Board, which is appointed by Council. This dynamic may mitigate any lack of accountability associated with the utilization of County funds.

Potential Disadvantages

- Lack of direct County oversight – This model would limit the amount of direct oversight the County would have relative to the day-to-day operations of the property. Any revenues collected by the manager / executive director would not be provided to the County unless otherwise stated in an agreement.

2. Delegate Oversight of the Property to RCRC (Richland County Recreation Commission)

This model is similar to the management model that is currently being utilized by the County for the maintenance of the Crane Creek Park. Similar to the Pinewood Lake property, Crane Creek Park is owned by the County and was redeveloped using County funds. The Crane Creek Park has a walking trail and picnic shelters that are available for public use.

The County would have a memorandum of understanding with RCRC for the maintenance and operations of the property, including any shelter rentals – see attached agreement between the County and RCRC for managing the Crane Creek Park.

The County would supply RCRC with funding, annually, to assist with offsetting the costs associated with maintaining (e.g., cutting the grass, picking up litter) the property.

Advantages

- Maintain property investment – Although RCRC would be responsible for property maintenance and operations, the County would remain the owner. Thus, maintaining our investment into the property.
- Efficiency in providing public service – RCRC’s mission is to provide recreational opportunities for our County’s population. They are currently operating and maintaining multiple parks and recreational facilities. The management of this property would be a relatively normal function for their organization.

Disadvantages

- Lack of direct oversight – This model would limit the amount of direct oversight the County would have relative to the day-to-day operations of the property. Any revenues collected by RCRC would not be provided to the County unless otherwise stated in an agreement.
- Contingency – This model is contingent upon the County and RCRC developing and agreeing to a memorandum of understanding to manage the property. If RCRC does not want to manage the property, then this model would not be a viable option. This contingency creates reluctance and adds inefficiencies in the County’s approval process for the obtaining and developing conservation and recreational properties.
- Lack of organizational capacity – RCRC is dealing with some organizational issues that may impact their ability to accept additional properties to manage at this time.

3. Absorb into the County through the Conservation Department

This management model would place the responsibilities for managing the property under the authority of the County’s Conservation Department. Conservation staff (4

total staffers) would move their operations from the 2020 Hampton St. building to the County renovated house on the Pinewood Lake property, utilizing it as their office space. The maintenance of the property would continue as it is currently, through annual allocations during the County's budgetary process to the Conservation Department.

Advantages

- Direct Oversight - This model would allow for increased accountability and direct oversight of the management of the park as it would be a responsibility of a County Department.
- Expand the County's Footprint into the Unincorporated Area – Through this management model, the County would have a footprint into an unincorporated area of the County as one of its Departments would be headquartered on this property.
- Increase availability of office space – This model would allow the County to utilize additional office space at the County's Administration building since the Conservation Department would be housed on the Pinewood Lake Property.
- Incorporation into the Conservation's Land Management Plan – The property fits into the Conservation Department's Land Management Plan – see attached draft plan – as a recreational and rental area.
- Utilization of existing assets and experience – The Conservation Department already has an oversight committee appointed by County Council in the Richland County Conservation Commission (RCCC) which recognizes the urgent need to correctly manage conservation lands such as the Pinewood Lake property.
- Organize new and existing conservation and nature-based recreation efforts – The Conservation Department already manages several large conservation properties and is embarking on an initiative to plan eco-tourism and nature-based recreation activities to add value to those properties.

Disadvantages

- Lack of organizational capacity – The Conservation Department may need additional staff to efficiently manage the day-to-day activities of the property as well as volunteer and outreach programs.

4. Soliciting for a Property Management Company to operate / maintain Pinewood Lake

This management model involves the development and advertisement of RFP to solicit bids from property management firms to manage and operate the Pinewood Lake property.

Advantages

- Maintain property investment – The property management firm would manage the day to day activities associated with the Property; however, the County would remain the owner. Thus, maintaining their investment into the Property.

- Efficiency in providing public service – It is reasonable to assume an experienced property management firm would be able to utilize the Property in a manner that would increase the use of the Property by County’s residents through property rentals and green space uses.

Disadvantages

- Lack of direct oversight – This model would limit the amount of direct oversight the County would have relative to the day-to-day operations of the property. Any revenues collected by the property management firm would not be provided to the County unless otherwise stated in an agreement.

E. Final Recommendation

The conservation lands owned by the County are in need of systematic and sustainable management. Pinewood Lake fits into this program as a step in the direction for full implementation of conservation land management for all County owned conservation lands – see attached draft.

Ideally, an enterprise fund is set up to account for activities that provide services to the public at large via a user charges. Essentially, enterprise funds are self-supporting. Thus, the Pinewood Lake property does not generate enough revenue to be considered an enterprise fund. The funding that could be generated through the rental of the shelters located on the property could not support the maintenance and operations of the property. Given these facts, it would be difficult to implement an enterprise management model for the Pinewood Lake facility by itself. However, returning funds generated on the property would be a way to offset County costs. Setting it up in this manner would help to build in an attitude of self-sufficiency for the long-term implementation of the full conservation lands program with a goal of significantly off-setting County expenses with donations, volunteers and generated revenues.

Therefore, staff recommends absorbing the Pinewood Lake Property into the County through the Conservation Department. The Conservation Department works directly with the Commissioners of the Richland Soil and Water Conservation District (RSWCD) and RCCC to implement the responsibilities of the District and Commission. The Department also consults with and advises County Council and the County Administrator regarding the conservation and protection of the County’s natural, cultural and historical resources.

The RSWCD promotes the wise planning and use of natural resources for the benefit of the citizens of Richland County. The RSWCD coordinates available technical, financial and educational material to assist land users to conserve soil, water and other natural resources.

The RCCC is charged with promoting the protection of natural, historical, and cultural resources throughout the County by negotiating voluntary protection strategies with landowners through such means as conservation easements, land acquisition and grant programs.

The goals and objectives of the Conservation Department are as follows:

- District Advocacy: Work to increase the visibility and knowledge of RSWCD programs by increasing public awareness of the RSWCD's activities via website, social media, and traditional media and participating in conservation-related community events and festivals.
- Conservation Assistance: Assist in planning and implementation of conservation systems in rural, urbanizing, and urban areas.

The aforementioned mission and goals of the Conservation Department, along with the mission of Richland County to provide quality public services to the residents of the County makes this recommendation ideal for managing this particular property. The property is unique in that it is a conservation related mix of recreational, historical and natural green spaces, as detailed below:

Property Details

- Location: 1151 Old Garners Ferry Road
- Size: 44 Acres
- Amenities: 20 acre pond, picnic shelters, walking trail, fitness stations, renovated house, water fountains along trail
- Future planned amenities: Amphitheater, event center, additional picnic shelters, extension of walking trail around pond, playground structure, fishing docks, renovation of outbuildings

This recommended management model places the responsibilities of managing the property under the authority of the County's Conservation Department. Conservation staff (4 total staffers) would move their operations from the 2020 Hampton St. building to the County renovated house on the Pinewood Lake property, utilizing a portion of the historical building as their office space while maintaining the ability to provide public tours of the unused portion. The maintenance of the property would be funded through annual allocations during the County's budgetary process to Conservation Department. The Conservation Department would facilitate promotional or outreach directives from Council relative to the property and manage the shelter rentals at the property. The Conservation Department can develop partnerships with local nonprofit organizations, which may include the Pinewood Lake Foundation, to assist with these efforts. Any revenue generated by the shelter rentals or activities on the property would be returned to the Conservation Department to be used to offset operation and maintenance expenses. However, the amount of revenue generated is expected to be minimal.

As detailed above, below are some of the potential advantages relative to this recommendation:

- Direct Oversight - This model would allow for increased accountability and direct oversight of the management of the park as it would be a responsibility of a County Department.

- Expand the County’s Footprint into the Unincorporated Area – Through this management model, the County would have a footprint into an unincorporated area of the County as one of its Departments would be headquartered on this property.
- Increase availability of office space – This model would allow the County to utilize additional office space at the County’s Administration building since the Conservation Department would be housed on the Pinewood Lake Property.
- Incorporation into the Conservation’s Land Management Plan – The property fits into the Conservation Department’s Land Management Plan – see attached draft plan – as a recreational and rental area.
- Utilization of existing assets and experience – The Conservation Department already has an oversight committee appointed by County Council in the Richland County Conservation Commission (RCCC) which recognizes the urgent need to correctly manage conservation lands such as the Pinewood Lake property.
- Organize new and existing conservation and nature-based recreation efforts – The Conservation Department already manages several large conservation properties and is embarking on an initiative to plan eco-tourism and nature-based recreation activities to add value to those properties.

This recommendation is pursuant to Council’s directive to develop an enterprise model similar to that of the Township as it relates to the operations, management and maintenance of Pinewood Lake and should not be construed as a policy recommendation that the County get into the business of managing recreational related properties. The policy regarding the role of Richland County Government in managing recreational related properties can only be addressed by Council.

The estimated financial impact of this recommendation would include providing funding to the Conservation Department in an amount that would support the estimated operation and maintenance costs for the property, as detailed below:

Additional Equipment	# Needed	Cost per	Total
Phone, Tools, PPE, Uniform	1	\$3,780.00	\$3,780.00
All Terrain Vehicle	1	\$11,000.00	\$11,000.00
Turn Mower	1	\$13,500.00	\$13,500.00
Chain Saw	1	\$270.00	\$270.00
Pole Pruner	1	\$485.00	\$485.00
Edger	2	\$365.00	\$730.00
Backpack Blower	1	\$325.00	\$325.00
String Trimmer	2	\$270.00	\$540.00
Back Pack Sprayer	1	\$100.00	\$100.00
Push Spreader	1	\$425.00	\$425.00
Pressure Washer	1	\$350.00	\$350.00
Loppers	1	\$110.00	\$110.00

Pruners	1	\$35.00	\$35.00
Trenching attachment	1	\$285.00	\$285.00
Uniform, Phone Service			
Uniform, Phone Service	Annual		\$1,250.00
Perishable Custodial Supplies	Annual		\$900.00
Equipment and Transportation Fuel	Annual		\$1,350.00
Installed Equipment Maintenance	Annual		\$6,500.00
Facility/Building Maintenance	Annual		\$3,000.00
Lime	Annual		\$800.00
Fertilizer	Annual		\$1,600.00
Pre/post emergent	Annual		\$2,200.00
Insecticide/fungicide	Annual		\$900.00
Mulch	Annual		\$600.00
Pest Control (Facilities)	Annual		\$1,150.00
Miscellaneous Supplies (Trash Removal)	Annual		\$1,100.00
Plant Replacement	Annual		\$2,500.00
Labor	Annual		\$36,920.00
Utilities for Facilities	Annual		\$13,500.00
Lighting Per Agreement (SCE&G)	Annual		\$7,200.00
Water (City of Columbia)	Annual		\$3,450.00
Port-o-pottys (Per unit)	Annual		\$3,600.00
Direct Operational per Year			
			\$88,520.00
Indirect Operational costs (Equipment Maintenance)			
			\$2,000.00
Total Annual Operating Cost			
			\$90,520.00
Total Equipment Requested			
			\$31,935.00
Total First Year estimate			
			\$122,455.00

The Conservation Department may need additional staff and / or volunteers to efficiently manage the day-to-day activities of the property as well as the volunteer and outreach programs.

Council approval of this recommendation will enable the following:

- The termination of the current management agreement for the property with the Pinewood Lake Foundation, effective June 30, 2017. Staff will provide a 90 day written notice to the Pinewood Lake Foundation informing them of this action.
- The management of the property by the Richland County Government through the County's Conservation Department.
- The allocation of funding for property maintenance and operational needs to the County's Conservation Department through the County's FY2018 budgetary process.

Attachments

Caughman Creek Property Timeline

March 16, 2010

ORIGINAL MOTION: Richland County, the Conservation Commission, and the Recreation Commission pursue purchasing all properties associated with Caughman Creek using Hospitality Tax funds for recreational, historical, and conservation purposes; also explore a public / private partnership [Jackson]: This item was forwarded to the April A&F Committee. **ACTION: ADMINISTRATION, PLANNING, CONSERVATION COMMISSION**

April 27, 2010

A&F Committee Meeting

Pursue properties associated with Caughman Creek using Hospitality Tax funds – The committee voted to keep this item in committee pending staff exploring all available options and reporting all options back to the committee. The vote in favor was unanimous.

May 25, 2010

A&F Committee Meeting

Pursue Properties Associated with Caughman Creek Using Hospitality Tax Funds – The committee recommended that Council direct staff to come up with a creative way to pursue purchasing all properties associated with Caughman Creek and bring back recommendations to Council by the 3rd reading of the budget. The vote in favor was unanimous.

June 1, 2010

[Removed from Consent] **Pursue Properties Associated with Caughman Creek Using Hospitality Tax Funds:** Council directed staff to come up with a creative way to pursue purchasing all properties associated with Caughman Creek and bring back recommendations to Council by the 3rd reading of the budget. **ACTION: ADMINISTRATION, BUDGET, FINANCE, CLERK OF COUNCIL, CONSERVATION COMMISSION**

June 17, 2010

Third Reading – FY 11 Budget

Jackson

Special Revenue

Hospitality Tax

Use \$1.5 million from the Hospitality Tax fund balance to purchase property at Caughman Pond for tourism purposes, recreation, historic preservation and conservation purposes including clean water preservation.

Staff report to be brought back to Council. Council reserved up to \$400,000 in HTax fund balance.

July 27, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal [Recommend Executive Session] - The committee voted to go into Executive session to discuss this item. The item was received as information and remains in Committee.

July 27, 2010

Caughman Creek Appraisal: This item was received as information, and remains in the Administration and Finance Committee.

September 28, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal [Recommend Executive Session] – The Committee deferred this item to its October committee meeting.

October 23, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal [Recommend Executive Session] – The committee deferred this item to its December committee meeting.

December 22, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee deferred this item to its January committee meeting.

January 25, 2011

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee received this as information.

February 22, 2011

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee deferred this item to its March committee meeting.

March 22, 2011

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee moved this from an item for discussion/information to an action item. This item was then forwarded to Council without a recommendation. The vote in favor was unanimous.

April 5, 2011

Caughman Creek Property: Council deferred this item, and requested documentation from the Recreation Commission regarding their \$100,000 contribution and ongoing operations, per Mr. Jackson. **ACTION: ADMINISTRATION**

April 19, 2011

Caughman Creek Property: Mr. Pope has communicated with the Richland County Recreation Commission, and once received, will forward the official response from the RCRC to Council.

May 3, 2011

Caughman Creek Property Update: Mr. Pope stated that an official response from the Recreation Commission is forthcoming.

May 26, 2011

Second Reading of the FY 12 Budget

Hospitality Tax: (Motion that Richland County use \$900,000 from the Hospitality Tax funds to purchase the proposed Caughman Pond property) – Mr. Jackson moved, seconded by Mr. Jeter, to approve \$900,000 for this item. The vote was in favor.

June 2, 2011

Third Reading of the FY 12 Budget

Jackson

Special Revenue

Hospitality Tax

Motion that Richland County use \$900,000 from the Hospitality Tax funds to purchase the proposed Caughman Pond property.

Passed

September 6, 2011

Caughman Property: Mr. Pope informed Council that this item will appear on the September A&F Committee agenda, and will include the draft contract for purchase. **ACTION: ADMINISTRATION, LEGAL**

September 26, 2011

A&F Committee Meeting

Caughman Creek Property Purchase Agreement – The committee forwarded this item to Council without a recommendation. The committee directed staff to provide the appraised value of the property to Council prior to the next Council meeting.

October 4, 2011

Caughman Creek Property Purchase Agreement: Council approved the contract for purchase. The vote to reconsider failed. **ACTION: LEGAL, ADMINISTRATION**

October 18, 2011

Caughman Property Feasibility Study: Council directed staff to perform a feasibility study on the property. **ACTION: ADMINISTRATION**

December 13, 2011

Caughman Creek Property: Council voted to terminate the current contract. The property owner may submit a new proposal without the dam and its associated infrastructure. A survey should also be completed to prevent ambiguity. **ACTION: ADMINISTRATION, LEGAL**

January 17, 2012

Caughman Creek Property: Council directed staff to continue its due diligence on the property, and to execute the contract up to 15 days after receiving a survey from the seller for the 44 acres of property. Staff is to include language regarding water rights. The County is not to be liable for the dam or its associated infrastructure. The vote to reconsider failed. **ACTION:**
ADMINISTRATION, LEGAL, CLERK OF COUNCIL, FINANCE

February 7, 2012

Caughman Creek Property Update: The attorney has spoken with the owner, who is to forward a revised survey and agreement. Updates will be provided to Council. **ACTION:**
ADMINISTRATION, LEGAL

Pinewood Lake Timeline

- July 2013 Council approves Phase I in an amount not to exceed \$1.4 million (Minutes attached to email)
- Sept 2013 Notice to Proceed executed between County and Chao & Associates in an amount not to exceed \$1,325,258 (Notice to Proceed attached to email)
*It is important to note that a Contract was never executed for Phase I construction
- May 2015 Phase I construction complete
- May 2015 Phase I Grand Opening
- Aug 2015 Pinewood Lake Park Foundation agreement executed
- Aug 2015 Emergency restroom agreement entered into with Chao & Associates
- Oct 2015 Invoice for furniture received (\$77,000)
- Oct 2015 Historic rain/flooding
- Feb 2016 Invoice for flood damage/maintenance (\$68,000)

sheet from the previous year, the expected sources of income and application of funds. The County will fund in such amounts as the County determines in accordance with existing customary County budget practices. A copy of the budget request shall be forwarded to the County Administrator no later than February 1 of each year.

4. County will provide all maintenance, repairs, solid waste service, and utility service to the Park. The Foundation agrees to report any observations (or citizen complaints) of structural maintenance/repair needs of the Park in a timely manner to the County (attn: Director of Support Services.) Repairs will be made as funding allows. Maintenance and upkeep to the property (landscape and garden) requests, complaints, or observations shall also be reported in a timely manner to the County (attn: Director of Special Services).

5. The Foundation will provide workers compensation coverage for Foundation employees performing duties pursuant to this Agreement.

6. The County will pay all water, sewage and waste disposal charges for the Park, if any.

7. The Foundation may permit individuals and civic, charitable or eleemosynary organizations and entities to use the Park's amenities for public and/or semi-public appropriate events. The Foundation may make and collect charges for such tours and rentals.

8. The parties agree that the Foundation is an independent contractor and any employees, volunteers or persons authorized by Foundation to conduct or carry out the requirements of this Agreement shall be the sole responsibility of the Foundation, which shall insure that the Foundation and all such persons shall comply with all applicable laws, rules, regulations or decisions of any federal, state, county or local governmental authority (including all requirements of state, federal or other grant authorities to insure a drug-free workplace).

Nothing in this Agreement creates an employee/employer relationship between the County and the Foundation, its employees, volunteers, or members. The Foundation agrees that, in the performance of this Agreement, it will not discriminate on the basis of race, disability, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity; this prohibition against discrimination shall include the Foundation's dealings with the public as well as in the hiring of personnel or use of volunteer staff. Foundation must at all times during the term of this Agreement be a non-profit corporation in good standing with the South Carolina Secretary of State, and must fully comply with all applicable State, Federal, and local laws, rules and regulations as they apply to non-profit corporations.

9. The Foundation shall designate a Director who will be available at all reasonable times to confer with the County Council or its representative with respect to the management services rendered hereunder.

10. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notice shall be by registered mail and directed to the Richland County Administrator or the Foundation Registered Agent, as applicable.

11. This Agreement supersedes and replaces all previous management agreements between the parties in reference to the Park.

12. Foundation agrees to hold harmless and shall fully and completely indemnify the County from any and all claims, demands or actions brought against the Foundation or the County by any person, natural or corporate, arising from any negligent act, omission, or willful conduct on the part of the Foundation or its employees, volunteers, members, or staff during the course of this Agreement. This indemnification specifically excludes claims, actions, or demands related to security, maintenance or repair of the Park.

WITNESSES AS TO
THE FOUNDATION

James McCaulley
President 6/15/2016

PINEWOOD LAKE PARK FOUNDATION

BY: [Signature]
Lizwendalyn Hare
ITS: Director
DATED: 6/15/16

WITNESSES AS TO
RICHLAND COUNTY

[Signature]
[Signature]

RICHLAND COUNTY, SOUTH CAROLINA

BY: Tony McDonald
Tony McDonald
ITS: County Administrator
DATED: 6/15/16

Richland County Attorney's Office
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Richland County Conservation Program

Use, Maintenance & Operation of Richland County's Conservation Lands



DRAFT

Overview

Why This Report

Use, Maintenance and Operations of Richland County's Conservation Lands is a framework for how Richland County can move forward towards managing and encouraging public use for its Conservation Lands. This report presents a structure for the decision-making process to move the County's Conservation Lands Program into an era of stewardship, tourism development and increased public access and use.

Richland County has acquired thousands of acres of lands for conservation and preservation purposes and continues to receive requests for additional land donations. In many cases these lands can also be used for recreation and tourism development. The public will see a greater return on its investment by making the properties available to the public to use for recreation, while preserving the conservation values of the property.

A strong maintenance program is the key to realizing this additional return on investment. This added value requires a focus on making Conservation Lands available to the public.

Use, Maintenance and Operations of Richland County's Conservation Lands offers a rationale and organized approach to property use and development. This report also leaves room for tailoring the program to the realities of Richland County and to the competing needs of the County.

Report Organization

This report is divided into three primary sections describing a different aspect of the Conservation Lands Program. There are also attachments in Section 4.

Section 1: *Conservation Lands Classifications* is the first section of this report. Proper stewardship is based upon an understanding of a property's characteristics and limitations. The information in this section helps in the categorization of each property consistent with good stewardship.

Section 2: *Conservation Land Management* outlines how Richland County manages and develops the Public Use of the Program. Sound program management rather than property is the focus of this section.

Section 3: *Recommendations* are presented in Section Three. These recommendations are proposals for carrying the Program into an era of increased public access and use of Conservation Lands.

Section 4: The *Attachments* offer further details into issues raised in the Report.

Section 1. Conservation Land Classifications

Richland County Conservation Classifications and Inventory

This report is the *beginning* of the work towards creating a complete natural resource management and stewardship program that encompasses increased public access and use into the conservation lands. It is useful to understand what types of properties the Conservation Commission hopes to develop.

Each Conservation Land has unique ecological, historical, cultural or recreational values important to the people of Richland County. Proper stewardship of these unique values is now the common goal as the resources demonstrate a good return on investment for the taxpayers.

A Land Classification System

One of the most critical first steps to any stewardship program is reaching a firm understanding of the property and its assets. A classification system is a working snapshot of Conservation Lands and is critical to the stewardship program.

The classification system defines four types of Conservation Lands, and helps to define the types of properties and to describe the intensity of future use or development on that property. Several properties fall into more than one category.

Category 1: Recreation Areas

Recreation Areas are defined as places where there is: *“Recreation requiring little or no physical exertion focusing on the enjoyment of one’s natural surroundings. In determining appropriate recreational uses of passive parks, the promotion and development of resource-based activities such as education and interpretation, fishing, camping, hunting, boating, gardening, bicycling, nature studies, horse-back riding, visiting historic sites, hiking, etc., shall be the predominate measure for passive park utilization.”*

Richland County’s Pinewood Lake is an excellent example of a Recreation Area. It contains a number of ecological and scenic features and provides a useful recreational opportunity for the community. Other facilities, perhaps currently managed by the Recreation Commission, may fit this classification.

The Conservation Commission has an impressive historic preservation program, perhaps the best in the Southeastern United States. Many of the historic properties it is interested in would be classified in as Recreation Areas. Attachment B lists County owned Recreation Areas.

Category 2: Preserves

Many properties have been acquired to protect a unique resource or to further another ecological goal. The sensitive characteristics of these properties may limit some recreational use. These properties may be used in combination with other projects, for example a recreation area, to allow large scale activities.

A good example of a preserve is the County-owned mitigation property on the Congaree River in Lower Richland County. Its use for mitigation enhances the ecological features of the site and limits its recreational and tourism use. The County's purchase of the adjoining Upper Tract as a Recreation Area allows a much wider return on investment for the taxpayers.

Category 3: Greenway

A greenway is "a linear open space established along either a natural corridor, such as a riverfront, stream valley, or ridgeline, or overland along a railroad right-of-way converted to recreational use. It is a natural or landscaped course for pedestrian or bicycle passage; an open-space connector linking parks, nature reserves, cultural features, or historic sites with each other and with populated areas; or locally linear parks."

A notable collection of greenway projects are underway in the Midlands. The River Alliance has created and continues to expand a highly successful greenway along the Congaree, Saluda and Broad Rivers. The Palmetto Trail weaves through Richland County. Gills Creek Watershed Association has ambitious plans for greenways down along portions of Gills Creek.

Richland County has an ambitious 20 year program of greenway development under its Penny Transportation Program. A full list of greenway projects under the Penny Program is included in Attachment C.

Greenways have proved to be major economic development engines. Greenville's Swamp Rabbit Trail has not only attracted millions of dollars in tourism spending, but has also led to the redevelopment of blighted neighborhoods and significant increase in small businesses in rural areas. A fuller description of the many economic benefits from greenways can be found in Attachment D.

Category 4: Conservation Easements

In addition to protecting land through fee purchase, the Conservation Department also protects land by the purchase of the development rights; called a conservation easement. A conservation easement is a **voluntary** agreement with a landowner who gives up certain rights. Typically conservation easements are proactive tools which provide financial incentives for land owners to protect rural land and thereby preserve natural resources and reduce incompatible development and sprawl.

It is important to note that no public use is generally allowed on properties subject to a conservation easement and the County assumes no management responsibilities. A list of conservation easements held by Richland County is included in Attachment D.

2. Conservation Land Management

Public ownership of real property is a detailed responsibility of governance. This basic government function is even more important when conservation lands are involved. These lands have unique conservation values which have been determined to be important to the livability of Richland County.

A clear direction for management of Conservation Lands in Richland County needs to be established. Going forward a few clear policies, defined responsibilities and ordinances need to be developed related to the management of these precious resources.

Administration

There are many people involved in the management of a Conservation Land from the initial investigation of a property to eventual ownership and management. An established process defining responsibility for administration would be a key first step.

Records Management

Property ownership normally comes with a set of records including but not limited to the deed, an appraisal, survey, natural resource information, and analysis. There should be two complete sets of Conservation Lands property files: one set to be held by the Legal Department and one by Conservation staff.

The Conservation Department should send an annual update to the GIS Department so the County GIS layer can be updated. Accurate mapping information is critical from a programmatic standpoint and can ensure against inappropriate activities on Conservation Lands.

Risk Management and Security

Conservation Lands require proper security. Security ensures properties do not become a liability to the taxpayers and there is no damage to the conservation values.

Gates and keys: The most basic security measure is *gating the property* to control access. Regulating access allows the County a measure of control over inappropriate uses of property. Proper gating brings the need for a controlled and organized system of *keying*.

Boundary Posting and Signage: *Posting the boundaries*, clearly identifying property as belonging to Richland County are important. Properties to be accessed by the public the property rules should clearly displayed boundaries and use regulations

Inspections and Enforcement: Proper management requires *regular inspection* of Conservation Lands. Dumping, poaching and trespassing can harm conservation values and prevent safe use.

Richland County does not have *ordinances* in place regulating use on greenway lands. A place to begin for a model for ordinances would be looking at Charleston County Parks, or South Carolina Department of Natural Resource's (SCDNR's) ordinances for regulating South Carolina Wildlife Management Areas and Natural Heritage Preserves.

Product Development

Richland County has seen some success recently in moving properties toward being accessible by the public. Pinewood Lake promises to be an excellent facility and a wise use of public funds. As the demand grows for more public access and use of the properties, the process for opening properties to the public needs to be institutionalized.

Product origination, or how the Conservation Land will be used, is where the development process begins. The Conservation Department can implement a project by working with local stakeholders, staff and consultants to produce a Project Design.

This process should be improved by identifying potential uses in advance through a *Conservation Lands Capital Improvements Plan*. Preparing the plan gives the public an opportunity for input and allows for better allocation of resources. With a comprehensive Capital Improvements Plan in place, County Council will be able to anticipate and plan for the properties to be developed.

Stewardship

Stewardship refers to a broad and comprehensive type of property management and refers to managing the resources of a property to achievable goals. Stewardship should form the foundation of the Conservation Lands Program.

A Stewardship goal should be to promote *sustainability* and to safeguard conservation values from being compromised. The program can go further to restore many environmental functions on some parcels.

Another Stewardship goal is to add value to conservation lands by *promoting their multi-uses*, while protecting conservation values. An important part of Program development will be to ensure all users have adequate access.

A third goal is to *generate revenue* from the land in an ecologically sensitive manner. These revenues can be from timbering, agricultural leases, or perhaps even green energy like solar rentals. Other revenues could flow from use rentals for events or use fees.

Natural Resource Management and Forest Health

Each property is unique and should have its own *natural resource management plan*. The ecological health of these properties should be maintained or even improved. This means not only giving the public the ability to be on the property, but also, as examples, eradicating invasive plant species, preventing erosion, deterring littering and dumping and preventing poaching.

Limited Access Conservation Lands

There are some lands described above that may not in the near future be developed for frequent public access. These Conservation Lands may be accessible on a more limited basis but are an

important part of the overall picture and could be very important for generating revenue that would support the more active passive parks through for example: rental fees, user fees, timber revenue or agricultural leases.

Conservation Land Maintenance

Current Maintenance

An enhanced system of maintenance will become critical if public use increases on Conservation Lands.

Basic routine maintenance has occurred for Conservation Lands but it has not reflected the unique sensitivity of the properties or their potential for sustainable development. A long range maintenance plan is necessary and crucial for the public to support conservation and tourism development returns

Some maintenance functions may be assumed by a Friends group or non-profit organizations under a Memorandum of Understanding process with the County. This exceptionally cost effective approach works well on certain properties and these successes can be repeated elsewhere. Contractual arrangements may be reached for routine maintenance. Friends groups also require coordination from County staff. A Friends Group Coordinator is needed to ensure these valuable assets are put to the maximum, productive use.

Use Management

Commercial concerns and recreational users may request to use Conservation Lands. A system should be created to determine what activities are acceptable in terms of types, duration, and intensity of use.

It may be possible with some properties to privatize the operation of certain activities. Private operators could build what facilities are needed and charge the public for use. Contractual arrangements could protect both the Counties interest and the health of sensitive resources. All profits from such use should be returned to the Conservation Department for program promotion.

A Conservation Lands Capital Improvement Plan

The Conservation Department should prepare a Conservation Lands Capital Improvements Plan for approval by County Council. The Capital Plan would include improvements to the properties, financing sources and other management needs. The preparation of this plan would be an excellent opportunity to gather community input.

Drafting an Operational Budget

The operation and improvements of Conservation Lands will require an annual budget that reflects the cost of operating facilities. Given some revenues will be derived from Conservation Lands; the County should dedicate all such revenues to the operation and development of the program. This will build an entrepreneurial spirit into the operation of the Program.

Resources for Passive Parks and Property Management

Conservation Lands can be acquired via a number of revenue sources. Funding from the County can be combined with contributions or matched grants from the US Department of Agriculture, SCDNR, local municipalities; Non-Governmental Organizations (NGO's), landowner contributions and charitable gifts can form effective partnerships for conservation. These types of arrangements have been highly successful in other areas.

Richland County should consider a variety funding scenarios and sources. The following is a list of funding options for operational costs:

Direct Appropriation from Richland County

Richland County Council could choose to fund development and operations of the properties through direct appropriations from its general fund. This is the primary method for funding County Departments and functions under the normal budgeting authority of South Carolina local governments.

Dedicated Millage for Park Development and Maintenance

Many government agencies operate with a special millage dedicated to a specific purpose. The Conservation Commission currently receives a one-half mill for its activities. An additional special millage for Conservation Lands operations and maintenance could be placed on tax bills, allowing citizens to see what they are funding. County Council would continue to approve budget, personnel and administrative operations for the service.

The Richland County Recreation Commission receives dedicated funding for operations and maintenance of facilities. If facilities were transferred to the control of the Conservation Department a portion of that millage funding could be transferred for maintenance of the properties. County Council is statutory obligated for five mills and currently approves 12.8 mills to the Recreation Commission.

Some revenues are restricted for capital needs:

Infrastruutre Sales Tax – The Penny Program

Richland County voters in 2014 approved a one cent sales tax to fund infrastruutre projects. Included in the billion dollar revenue source was \$80,888,356 for bike/pedestrian/greenways.

Capital Bonding Authority Richland County

Improvements to Rural and Critical properties could be funded through the normal bonding authority of Richland County. Local governments regularly use General Obligation Bonds to advance funding for capital projects.

Impact Fees

Richland County may include recreation in a fee it collects on new commercial and residential development. These fees are assessed to help pay for the roads, fire service, libraries and parks that new residents place on the county. Revenue from these impacts can be used for capital projects on Conservation Lands.

Richland County collects a Hospitality Tax from users who visit the Midlands hotels and restaurants. These funds can be used for development of Conservation Lands, which could be useful tourism development resources.

Some revenues can be used for capital needs or operational costs:

Property Revenue Sources

The unique qualities of Conservation Lands lend themselves to a series of activities that will produce revenues to develop, maintain and operate the properties. While no properties were acquired with revenue in mind, some properties have limited potential for generating direct economic activity.

An important point to understand is no activity is recommended that compromises the conservation values of the property or surrounding area. Conservation Lands were acquired to protect these important values the community has deemed important.

User Fees

Some revenue will be generated through charging fees to users. The rationale behind user fees is that those who use specific services and facilities should pay for a larger portion of the costs, rather than require taxpayers who never use the amenities to assume the entire cost.

Timber Sales and Agriculture

Richland County can have a Conservation Lands Program that is ecologically sustainable and revenue generating. Timber proceeds generate revenue and are a frequent source of revenue for all types of. Several properties have stands of timber that should be harvested and managed for the ecological health of the property.

Rental

Some Conservation Lands with buildings or productive features may be rented to special groups. With responsible usage policies and procedures, land, homes, structures, barns, etc. could be rented.

The facility at Pinewood Lake Park is a perfect example. This property will have nature trails, interpretive facilities, while a standing building is rented to partners and non-profit organizations. These renters also provide an on-site presence that helps secure the property.

Governmental Grants

Several State and Federal agencies provide grants that will help develop Conservation Lands or match County funds to further leverage existing dollars. Some examples of these funds are:

The United States Department of Agriculture has a cost share program available to help manage Conservation Lands. County properties are eligible for this cost share.

The Land and Water Conservation Fund is a federally funded reimbursable grant for acquisition or development of land for public outdoor recreational use purposes.

The South Carolina Department of Parks, Recreation and Tourism (SCPRT) has several grant programs that can assist development of Conservation Lands. One popular SCPRT grant is the Recreational Trails Program, a federal-aid assistance program designed to help States provide and maintain recreational trails.

There is also Park and Recreation Development Fund (PARD) available from SCPRT. The PARD grant program is a state funded non-competitive reimbursable grant program for eligible local governments.

The SCDNR Water Resources Fund is available for projects that provide water recreational activities or facilities for public use. Included in the list of possible activities are installations or improvements to public boat landings and development of fishing access.

Philanthropic Sources

A Conservation Lands Program has the potential to attract strong support from philanthropic and other charitable giving sources. Opportunities for charitable giving can build loyalty to the Program and make voters feel connected to conservation in Richland County.

Park Foundations

The development of a park foundation is a good option for the Conservation Lands Program. A Conservation Lands Foundation could raise funds to help with educational programs, capital projects and fundraising and set up Endowments or Dedicated and Restricted Funds for land management.

Friends Groups

Friends Groups are individual nonprofit organizations that support a specific property with time, expertise, and privately-raised funds. As champions of parks or natural areas, Friends Groups frequently engage area communities in the park and provide financial support and volunteer time.

Section 4. Recommendations

Richland County should move toward a Conservation Lands Program that focuses on stewardship and public access and use of its resources. In doing this, it can meet many needs and fulfill many goals.

Recommendation. County Council should endorse the Conservation Department's mission to embrace maintenance and public use of its Conservation Lands.

Recommendation. The Conservation Department should adopt three elements of stewardship: Sustainability, Multiuse and Revenue Generation.

Recommendation. The Conservation Department should improve its management of property by institutionalizing gate policy and keying, boundary marking and rules, monitoring and enforcement, and clarify law enforcement responsibilities on Conservation Lands.

Recommendation. The Conservation Department should develop resource management plans for its Conservation Lands where appropriate.

Recommendation. The Conservation Department should pursue contractual arrangements with private providers to maintain Conservation Lands.

Recommendation. The Conservation Department should prepare a 5 year Conservation Lands Capital Improvements Plan.

Recommendation. The Conservation Department should embrace and coordinate the Friends Groups system to meet maintenance and volunteer needs.

Recommendation. A revolving fund should be established where all proceeds from the Conservation Lands should be used to operate the Stewardship and development program, development, and practices.

Recommendation. The Conservation Department should prepare an operational budget from all revenue sources to include two positions, a land manager and volunteer coordinator.

Recommendation. All County and County affiliated properties should be examined for inclusion in the Conservation Lands Program.

Recommendation. A Conservation Lands Foundation should be begun to help with funding opportunities with the Conservation Lands Program.

Recommendation. The recently purchased Mill Creek Property and Pinewood Lake Park should be used as models for bringing the Conservation Lands Program into the new phase.

4. Attachments

Attachment A

RCCC Acquisitions

FLC #1	Richland County	3.2
FLC #2	Richland County	2.64
FLC #3	Richland County	6.91
FLC #4	Richland County	11.23
FLC - Jackson Creek	Richland County	1.01
Longtown/Mungo	RCCC	236
Insight Dev./Scott Bolo	Richland County	2.96
		263.95

Richland County Cons. Properties

Broad River Mitigation Bank	Richland County	164
MacGregor	Richland County	71.58
Caughman/Pinewood Lake	Richland County	44
Cabin Branch	Richland County	604
Mill Creek Mitigation Bank	Richland County	1786
		2669.58

Pending
Mil Creek Upper Tract
Kiser
Mungo Cabin Branch

Attachment B: RCCC Easement Summary

Name	Landowner	Acres
Connor Trust	Carol's Sanctuary LLC	29.17
Country Properties	Jim Podell	9.66
GP Monroe (1)	G. P. Monroe	70.41
FD Monroe (1)	Delano Monroe	95.19
Greenhill Parish (DAK I LLC)	John Kirk	43.06
Eleazer	John Eleazer	63.18
SB Communities(Killian/Hester Woods)	Steve Corboy	45.32

GP Monroe (2)	GP Monroe	17.49
Clark (1)	Kenneth Clark	18.47
Koon	David Koon	47.03
Bollinger	Cindy Bollinger	20.75
Kingston Ridge (BDH Prop. LLC)	George Delk	19.97
Mullis	Kenny Mullis	75.29
Neal	J. P. Neal	57.57
Clark (2)	Kenneth Clark	9.64
Cottonwood, LLC	Jeff Brown	55.95
Ganus	Mildred Ganus	14
Troutman	Roger Troutman	7.62
C.W. Haynes	Bobby Haynes	69.85
Pearson	Ralph Pearson	6.72
FD Monroe (2)	Delano Monroe	34.4
Pebble Creek		
Atkinson	Gary Atkinson	13.23
DuRant	Billy DuRant	9.87
Hightower	Richard Campbell	5.51
Mattox	Judy Mattox	4.63
Wilson	Dustin Mowery	5.38
Kilpatrick	Mike Kilpatrick	6.85
Wooster	Debbie Wooster	3.62
Spring Valley	Spring Valley HOA	23.97
Hopkins Oldfield 1	Ted Hopkins	60
Hopkins Oldfield 2	Ted Hopkins	60
Hopkins Pincushion	Ted Hopkins	251
	Total	1254.88

Attachment C:

Richland County High Priority Greenways

The cost estimates for the greenways are only at the planning-level cost estimates of \$98.00/linear foot and include design and construction engineering, construction, and a contingency. Right of way is **not** included. Assumptions are the paths will be 8 to 10 feet wide paved surface, lighted, signed, and provided with call boxes, and grass shoulders.

GREENWAY PROJECTS	LOCATION	FEET	MILES	COST
Crane Creek	Monticellow Road near -20 to Three Rivers Greenway system.	15,733	3.0	\$1,541,816
Crane Creek	Secondary Branch leading to Smith Branch Greenway System.	4,697	0.9	\$460,315
Crane Creek	Crane Forest	8,101	1.5	\$793,908
Gills Creek	South end of Lake Katherine at Kilbourne Road to Congaree River	22,920	4.3	\$2,246,160
Gills Creek	Along Wildcat Creek and Fort Jackson Perimeter parallel to Leesburg Road	28,427	5.4	\$2,785,897
Smith/Rocky Branch	Link existing Three Rivers Greenway to Clement Road	4,400	0.8	\$431,183
Smith/Rocky Branch	Smith Branch to Colonial Drive	14,442	2.7	\$1,415,316
Smith/Rocky Branch	Rock Branch to Haywood Street	9,195	1.7	\$901,122
Three Rivers Greenway Extension	The Saluda Riverwalk from I-26 to Congaree River where the Saluda and Broad River Joins	15,122	2.9	\$7,902,242
Three Rivers Greenway Extension	Bridge over the Broad River under I-126 Bridge	2,718	0.5	
Three Rivers Greenway Extension	West Cola Through LPA North side of Elmwood Avenue connection to Three Rivers Greenway without having to cross Elmwood Avenue or Huger Street.	1,624	0.3	
Three Rivers Greenway Extension	West Cola Through LPA Links Gervais Street access point to Granby Park.	5,993	1.1	
Three Rivers Greenway Extension	West Cola Through LPA	3,601	0.7	
Lincoln Tunnel Greenway	Abandoned rail tunnel linking Finley Park to Earlewood Park to the north	9,109	1.7	\$892,739
Dutchman Blvd Connector	Connects Dutchman Blvd. to	1,074	0.2	\$105,196
Columbia Mall Greenway	A Greenway which bypasses the congested areas around the Columbia Mall	6,617	1.3	\$648,456
Polo/Windsor Lake Connector	Connects Polo Road to Windsor Lake Blvd.	3,934	0.7	\$385,545
Gills Creek North Greenway	From to Trenholm Road to Lake Katherine	3,517	0.7	\$344,667
Woodbury/Old Leesburg Connector	connects Woodbury Drive with Old Leesburg Road	1,186	0.2	\$116,217
Subtotal		162,411	30.8	\$20,970,779

EXHIBIT A

Maintenance Expectations


It is expected the Crane Creek Trail Park will be maintained in the same manner as all other parks operated, managed and maintained by RCRC. Acceptable maintenance of the Crane Creek Trail Park shall include, at a minimum, the following tasks:

- Lawn care, to include mowing, weed removal, fertilizing and watering
- Landscaping, to include reseeding, re-sodding, laying of mulch and/or pine straw, aerating, disease control and other tasks as required for plant health
- Trash collection
- Rubberized track inspection, maintenance, repairs and removal of debris
- Pruning and maintenance of trees and bushes to include removal of dead/dying ones
- Maintenance of picnic shelters and pavilions, to include slabs, tables, grills, posts, roofs, etc.
- Blowing leaves away from water drains
- Inspection and maintenance of irrigation sprinkler system
- Inspection and maintenance of stormwater drainage system, to include annual backflow testing
- Upkeep of lights
- Annual entrance plantings to keep curb appeal
- Upkeep of signage
- Oversee group use of shelters and pavilions

3. In all other respects, the MOU shall remain in full force and effect.
4. This Addendum and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

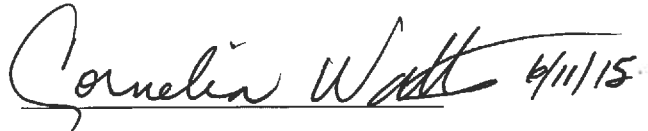
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

RICHLAND COUNTY
RECREATION COMMISSION


Executive Director

WITNESSES:

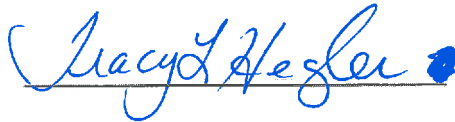
 6/11/15

 6/11/15

RICHLAND COUNTY


County Council Chair

WITNESSES:





Richland County Attorney's Office

Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

COUNCIL MEMORANDUM #8-1

To Richland County Council
From Gerald Seals, Interim County Administrator
Date August 24, 2016
Subject Pinewood Lake (Phase I and II)

Introduction

The Pinewood Lake project has been stalled. This memorandum shares the result of my review of all matters that attend to the Pinewood Lake project. At issue are:

- What is the genesis of the procedural inconsistencies that occurred in Phase I?
- How may the County complete Phase II?
- Should the County solicit “Phase II” of the Pinewood Lake project or proceed with Chao & Associates?

Central to this project’s peradventure is the use of the term “Phase I/Phase II.” This is a familiar standard construction term with a nuanced meaning when the construction approach is “design-build.” Thus, this memorandum includes a brief, hopefully informative, definitional discussion of “design-build.” This memorandum also shares the solution I intend to implement and the rationale undergirding that solution.

History

County Council voted on July 23, 2013 to proceed on Pinewood Lake, as follows:

“Staff will work with the consultants on the project components selected by the Committee (\$1.4M) for Phase I of the project.”

Following that vote, the County’s then procurement officer issued a notice to proceed (“NTP”) to Chao & Associates to begin work on Phase I. Chao & Associates began its work during September 2013.

For reasons that are unclear, the project was not solicited pursuant to the County’s procurement code. Additionally, the County never executed a separate contract with Chao at that time.

It appears that Chao may have completed “Phase I” without a contract (a review of the archives reveals no contract) to do the work, but instead proceeded pursuant to the NTP only. The facts of this transaction are difficult to completely ascertain as the Procurement Director and the Assistant County Administrator who originally dealt

with this issue are no longer employed with the County. It is possible that the NTP was related to a contract with Chao executed in 2010, but the NTP does not reference the contract (as it should), and the 2010 contract does not state that it is a “Master Contract” of any kind. Again, without documentation or employee statements, it is difficult to determine the circumstances surrounding the lack of proper solicitation and contract for “Phase I.”

When Chao began work, the company completed, pursuant to “design-build,” a “Conceptual Design” for Pinewood Lake that was for “Phases I and II.” After completing Phase I, Chao also completed the restroom project, pursuant to a 2015 “Master Agreement” with Chao and an executed task order.

“Phase II” consists of:

- the larger part of the project; and,
- an amphitheater, boardwalk, community center and picnic shelters.

Based on the “design-build” concept and given that County Council approved the project as a “design-build” project, Chao contends it should proceed with Phase II. Again, it should be noted that Chao completed the overall conceptual design and part of the construction.

Design-Build Discussion

Design-Build by definition is a project delivery system in which the design and construction services are contracted by a *single* entity or contractor for the duration of the project. You don’t have normal phases in a design-build project because with design-build the “phases” overlap which thus create the quicker timeline for construction. A design-build project has 5 primary phases:

- Selecting a design-builder,
- Pre-construction assessments,
- Architectural design,
- Construction and
- Post-construction.

Findings

- A typical design-build project is not “phased” the way that this project was previously phased where part of the development activity was in “Phase I” and additional development activities were pushed to “Phase II”.
- That County at least implicitly accepted the Chao conceptual design tends to support all contentions that Chao is the contractor for the “design-build” project.
- If the County solicits Phase II, per the requirements of the procurement code, the County will lose money and time.
- Chao could protest (or file a lawsuit) if it doesn’t win the contract (based on the

above), or at the very least, the County will have to pay Chao for the design work it completed on Phase II.

- If the County pays Chao for design work, it will then double pay, as the new contractor will do its own design work. It is very difficult for another contractor to implement the design work pursuant to “design-build” work of a prior contractor.
- The estimated cost for design alone could be anywhere from \$270,000 to \$310,000 (or 8-12% of project costs).
- The time involved for developing an RFP, opening the solicitation, reviewing the proposals, making a recommendation to Council, executing a contract and beginning the new design is estimated at a minimum of nine (9) months.
- Additionally, Phase II, if solicited, would be under a design-bid-build method, which also extends the total project time.

Next Steps

Based on the above, it appears the least complicated and cost efficient path forward is to proceed with Chao for the remainder of the project. Aware of the inadequacies attendant to the procurement of the “design-builder” for this project, I have directed a review of the procurement process be completed by November 16, 2016 with corrective action. Accordingly, in order for County Council to digest these findings and determine whether or it desires to set this matter for further review, I have delayed directing action until September 20, 2016. On September 23, 2016, I intend to direct that this project proceed as follows:

- Utilized the 2015 Master Agreement to issue a NTP to Chao & Associates.
- Direct that Chao & Associates mobilize within 10 days of the Notice to Proceed
- Direct that Chao & Associates complete Pinewood Lake Park so that it will be fully open to the public within 15 months of the Notice to Proceed, which is approximately the end of December 2017.

In the Spirit of Excellence,



Gerald Seals
Interim County Administrator

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC, AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), a public body corporate and politic under the laws of the State of South Carolina, is authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks (“Fee Payments”);

WHEREAS, the County is further authorized by the Act to grant credits against such Fee Payments (“Credit”) in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (B) for improved or unimproved real estate and personal property used in the operation of a commercial enterprise located within such multi county industrial park in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, the County and Fairfield County, South Carolina have previously developed a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (“Park Agreement”);

WHEREAS, if plans proceed as expected, Haven Campus Communities - Columbia, LLC, a limited liability company organized and existing under the laws of _____ (“Company”), will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A, to establish a student-housing facility in the County (“Facility”);

WHEREAS, the Facility is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, at the Company’s request, the County has offered as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Facility, a Credit against the Company’s Fee Payments with respect to the Facility, the terms and conditions of which are more particularly described in the Credit Agreement between the County and the Company, the form of which is attached as Exhibit B; and

WHEREAS, to effect the Credit, the County desires to expand the boundaries of the Park and amend the Master Agreement to include the Facility in the Park.

NOW THEREFORE, THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, ORDAINS:

Section 1. Expansion of Park Boundaries; Inclusion of Facility. There is hereby authorized an expansion of the Park boundaries to include the Facility and an amendment to the Master Agreement. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete such expansion of the Park boundaries. Pursuant to the terms of the Master Agreement and the Act, such expansion shall be complete on the adoption of (i) a companion ordinance by the Fairfield County Council and (ii) a resolution or ordinance by the City of Columbia City Council consenting to the inclusion of the of the Facility in the Park.

Section 2. Approval of Credit; Authorization to Execute Credit Agreement. There is hereby authorized a Credit against the Company's Fee Payments with respect to the Facility as a reimbursement to the Company for its qualifying Infrastructure expenditures. The form and terms of the Credit as set forth in the Credit Agreement that is before this meeting are approved and all of the Credit Agreement's terms and conditions are incorporated in this Ordinance by reference as if the Credit Agreement was set out in this Ordinance in its entirety. The County Council Chair, or the Vice-Chair in the event the Chair is absent, is authorized and directed to execute the Credit Agreement, in the name of and on behalf of the County, subject to any revisions as may be approved by the Chair or the County Administrator following receipt of advice from counsel to the County and that do not materially affect the obligation and rights of the County under the Credit Agreement, and the Clerk to County Council is authorized and directed to attest the Credit Agreement.

Section 3. Further Assurances. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 4. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. General Repealer. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

First Reading: _____ __, 2016
Second Reading: _____ __, 2016
Public Hearing: _____ __, 2016
Third Reading: _____ __, 2016

EXHIBIT A
Property Description

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as 6.33 acres, more or less, on a Parcel Plan for Haven Campus Communities dated February 28, 2016 by Davis & Floyd and being described as follows: Commencing at a #5 rebar found along the 100' right-of-way for Calhoun Street; thence turning and running along the 100' right-of-way for Calhoun Street in a southwesterly direction S69°58'33"W for a distance of 17.39 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 307.57 feet to a rebar set; said rebar set being the Point of Beginning; thence running in a southwesterly direction S70°52'43"W for a distance of 452.63 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 566.81 feet to a rebar set; thence turning and running in a northeasterly direction N70°52'43"E for a distance of 543.35 feet to a rebar set; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 23.82 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 129.19 feet; thence turning and running in a southwesterly direction S01°12'48"W for a distance of 153.48 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 83.32 feet; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 190.57 feet to the Point of Beginning.

TAX MAP NUMBER: Portion of 11501-01-01

EXHIBIT B
FORM OF CREDIT AGREEMENT

[See Attached]

CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC

Effective as of _____, 2016

CREDIT AGREEMENT

This CREDIT AGREEMENT, effective as of _____, 2016 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and Haven Campus Communities – Columbia, LLC, a limited liability company organized and existing under the laws of the State of _____ and previously identified as Project Peak (“Company,” with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) jointly develop a multi-county industrial park with a county having coterminous borders with the County; and (ii) in the County’s discretion, include within the boundaries of the multi-county industrial park the property of qualifying companies, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes (“Fee Payments”) in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks;

WHEREAS, the County is further authorized by the Act, to grant a credit (“Credit”) to a company located in a multi-county industrial park against the company’s Fee Payments as a reimbursement for qualifying expenditures made by the company for the cost of designing, acquiring, constructing, improving or expanding (i) infrastructure serving the company’s project or the County and (ii) improved and unimproved real estate used in the operation of a commercial enterprise in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County and Fairfield County, South Carolina have previously established a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (as amended from time to time, “Park Agreement”);

WHEREAS, if plans proceed as expected, the Company will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A (“Site”), to establish a student-housing facility in the County (“Facility”);

WHEREAS, pursuant to the County’s Ordinance No. _____ dated _____, 2016 (“County Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Site and, as a result, the Facility in the Park;

WHEREAS, as required under the provisions of the Act, because the Facility is located in the City of Columbia, South Carolina (“City”), the City has, pursuant to Ordinance No. _____ dated _____, 2016, consented to the inclusion of the Site within the boundaries of the Park; and

WHEREAS, pursuant to the County Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide a Credit against the Company’s Fee Payments due with respect to the Facility to reimburse the Company for its expenditures on Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I
REPRESENTATIONS**

SECTION 1.01. Representations by the County. The County makes the following representations:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, and carry out its obligations under, this Agreement;
- (c) The County has duly approved this Agreement by adoption of the County Ordinance in accordance with the Act and any other applicable state and local law;
- (d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby;
- (e) The County has included the Site and, as a result, the Facility in the Park and shall maintain the Site and the Facility within the Park for the duration of this Agreement to facilitate the Company's receipt of the Credits; and
- (f) The County enters into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company makes the following representations:

- (a) The Company a limited liability company, duly organized, validly existing, and in good standing, under the laws of the State of _____, has power to enter into this Agreement, and by proper corporate action has authorized the officials signing this Agreement to execute and deliver it and take all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby; and
- (b) The Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to establish the Facility in the County.

**ARTICLE II
INVESTMENT AND OPERATION OF THE FACILITY**

SECTION 2.01. Investment Commitment. The Company shall invest at least \$40,000,000 in connection with the Facility ("Investment Commitment") by the Certification Date (as defined below). The Company shall certify to the County achievement of the Investment Commitment within 90 days of the issue date of the Certificate of Occupancy for the Facility ("Certification Date"), by providing documentation to the County sufficient to reflect such investment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment to the County, as set forth above, then the County may terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. Notwithstanding anything in this Agreement to the contrary and subject to the Act, investment in connection with the Facility may, but shall not be required to, include, in the aggregate, capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition,

building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and personal property acquisition) and soft costs (including, but not limited to, architectural fees, engineering fees, financing fees, legal fees, studies, developer and general contracting fees, insurance, permits and tap fees, impact fees, renting and marketing costs and project development costs).

SECTION 2.02. Operation of the Facility as a Private Dormitory. The Company shall operate the Facility in a manner which satisfies the requirements applicable to private dormitories under Section 17-321 of the Code of Ordinances of the City of Columbia, South Carolina, as amended through the date hereof, ("City Code") as set forth in this Section 2.02. If the Facility fails to comply with such requirements as of the issue date of a Certificate of Occupancy for the Facility, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. If at any time during the Credit Term (as defined below), the Facility ceases to be operated as a private dormitory or is otherwise found by the City, in its reasonable discretion, to be non-compliant with the requirements of Section 17-321 of the City Code, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder.

ARTICLE III CREDIT TERMS

SECTION 3.01. Amount and Duration of Credit.

(a) If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment (which shall be the Fee Payment before the deduction of any Credit due hereunder) payable with respect to the Facility is greater than or equal to \$750,000, the County shall provide a 50% Credit against the Fee Payment due with respect to the Facility for such year, as provided herein. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$750,000 for such year, then the County shall provide a Credit against the Fee Payment with respect to the Facility for such year sufficient to reduce the Company's Net Fee Payment (as defined below) to \$400,000. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$400,000, then this Agreement shall terminate prospectively.

(b) The Company is eligible to receive a Credit, as set forth in this Agreement, for a period of 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment with respect to the Facility following the receipt by the Company of a Certificate of Occupancy for the Facility ("Credit Term").

(c) For each year of the Credit Term, the County shall prepare and issue the annual Fee Payment bill with respect to the Facility net of the Credit set forth in Section 3.01(a) hereof ("Net Fee Payment"). Following receipt of any such Net Fee Payment bill, the Company shall timely remit such Net Fee Payment to the County in accordance with applicable law.

(d) If any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with a Credit in a maximum amount and for a maximum term that is not invalid or unenforceable under the terms of such court ruling, but in no event may the value of such revised Credit exceed the value of the Credit offered to the Company set forth in Section 3.01 of this Agreement.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Company. The County shall not be required to provide the Credit set forth in this Agreement except with respect to the Fee Payments received from the Company.

SECTION 3.02. Cumulative Limit on Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of the Credit received by the Company under this Agreement.

SECTION 3.03. Termination.

Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Facility pursuant to the terms of this Agreement.

**ARTICLE IV
DEFAULTS AND REMEDIES**

SECTION 4.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 60 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party, then such Party is in default under this Agreement (“Event of Default”); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 60-day period, then such defaulting Party shall have an additional period of time not to exceed 30 days from the date of such written notice by the other Party to cure such failure, unless such Parties agree in a writing signed by all Parties to an extension of such time prior to its expiration.

SECTION 4.02. Legal Proceedings by Company and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

- (a) subject to the cure provisions in Section 4.01 hereof, terminate this Agreement;
- (b) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;
- (c) bring suit upon this Agreement;
- (d) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 4.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 4.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article IV to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE V MISCELLANEOUS

SECTION 5.01. Assignment. The Company may assign this Agreement in whole or in part with the prior written consent of the County, which consent will not be unreasonably withheld, conditioned, or delayed, and may be given by resolution of County Council. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company.

SECTION 5.02. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Facility and to have access to and examine all the Company's books and records pertaining to the Facility. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Facility and the Company's books and records pertaining to the Facility. The terms and conditions of the Company may include, but not be limited to, those necessary to protect the Company's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledge and understand that the Company may have and maintain at the Facility certain confidential and proprietary information, including but not limited to financial, sales or other information concerning the Company's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the Company. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 5.03. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County or the Company, as the case may be, shall bind or inure to the benefit of the successors of the County or the Company, as the case may be, from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 5.04. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 5.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision

of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 5.06. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 5.07. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The Company shall further reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

SECTION 5.08. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street (29204)
Post Office Box 192
Columbia, South Carolina 29202

with a copy to Parker Poe Adams & Bernstein LLP
(does not constitute notice): Attn: Ray E. Jones
1201 Main Street, Suite 1450 (29201)
Post Office Box 1509
Columbia, South Carolina 29202

(b) if to the Company: Haven Campus Communities – Columbia, LLC
c/o _____
Attn: _____

with a copy to Nexsen Pruet, LLC
(does not constitute notice): Attn: Burnet R. Maybank, III
Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 5.09. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, or (ii) review and negotiation of any other documents related to the Facility, in an amount not to exceed \$5,000.

SECTION 5.10. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 5.11 Agreement to Sign Other Documents. The County agrees that it will from time to time, and at the expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 5.12. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 5.13. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 5.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 5.15. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 5.16. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

IN WITNESS WHEREOF, Haven Campus Communities - Columbia, LLC has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
Description of Site

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as 6.33 acres, more or less, on a Parcel Plan for Haven Campus Communities dated February 28, 2016 by Davis & Floyd and being described as follows: Commencing at a #5 rebar found along the 100' right-of-way for Calhoun Street; thence turning and running along the 100' right-of-way for Calhoun Street in a southwesterly direction S69°58'33"W for a distance of 17.39 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 307.57 feet to a rebar set; said rebar set being the Point of Beginning; thence running in a southwesterly direction S70°52'43"W for a distance of 452.63 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 566.81 feet to a rebar set; thence turning and running in a northeasterly direction N70°52'43"E for a distance of 543.35 feet to a rebar set; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 23.82 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 129.19 feet; thence turning and running in a southwesterly direction S01°12'48"W for a distance of 153.48 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 83.32 feet; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 190.57 feet to the Point of Beginning.

TAX MAP NUMBER: Portion of 11501-01-01

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO PREPAY NET PARKING REVENUES BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA AND THE UNIVERSITY OF SOUTH CAROLINA; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended, to make and execute contracts;

WHEREAS, the County has been negotiating with the University of South Carolina (“USC,” together with the County, “Parties,” each, a “Party”) regarding USC’s prepayment of net revenue generated by the Horizon Parking Garage on USC’s campus (the “Prepayment”);

WHEREAS, relevant factual background and the commitments of each Party regarding the Prepayment are set forth in an Agreement to Prepay Net Parking Revenues (“Agreement”) attached hereto as Exhibit A by and between the Parties; and

WHEREAS, the terms of the Agreement relating to the County have been negotiated by the County’s Economic Development Director (“Director”), and County Council has been advised regarding the terms of the Agreement in executive session.

NOW, THEREFORE, BE IT RESOLVED by the County Council in meeting duly assembled:

Section 1. In the name of and on behalf of the County, the Chairman of the County Council (“Chairman”) or the Director are each individually authorized and directed to execute the Agreement on behalf of the County. The Chairman or the Director are each further authorized and directed to deliver the Agreement. The Chairman or the Director may approve and execute modifications and amendments to the Agreement, which, after consultation with counsel to the County, do not substantially modify the terms of the Agreement as presented to County Council in executive session.

Section 2. The County Council and the duly elected or appointed officials of the County shall take any and all further action as may be reasonably necessary to effect the execution and delivery of the Agreement contemplated by this Resolution and the Agreement.

Section 3. All resolutions, and parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 4. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

DONE AND PASSED this 18th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman, Richland County Council

ATTEST:

Clerk, Richland County Council

EXHIBIT A
AGREEMENT TO PREPAY PARKING REVENUES

AGREEMENT TO PREPAY NET PARKING REVENUES

THIS AGREEMENT made this _____ day of _____, 2016, by and between the County of Richland, a political subdivision of the State of South Carolina (“County”), and the University of South Carolina (“USC”). County and USC are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Background. The following facts are made a part of this Agreement:

(a) USC, as ground lessor, and the City of Columbia, South Carolina (the “City”), as ground lessee, entered into the Ground Lease (Horizon Center Garage) dated as of February 1, 2007, recorded in the ROD Office for Richland County in Book 1285, at page 898 (the “Horizon Garage Ground Lease”), pursuant to which USC leased to City a parcel of land consisting of approximately 1.525 acres bounded on the south by Wheat Street, on the west by Assembly Street, on the north by other lands of USC, and on the east by South Main Street, together with certain easement rights, in the City of Columbia, Richland County, South Carolina, said property being more fully described in the Horizon Garage Ground Lease (collectively, the “Horizon Garage Parcel”). The Horizon Garage Ground Lease was assigned by City to the City of Columbia Parking Facilities Corporation, a South Carolina non-profit corporation (“CPFC”) by Absolute Assignment of Ground Lease (Horizon Center Garage) dated February 1, 2007, recorded in the ROD Office for Richland County in Book 1285, at page 977. A parking garage facility (the “Horizon Garage”) was subsequently constructed on the Horizon Garage Parcel.

(b) USC, City and County entered into the Amended and Restated Master Intergovernmental Agreement dated as of February 1, 2007 (“Master Agreement”), which provided the agreed plan for the financing of the construction of the Horizon Garage as well as another garage known as the Discovery Garage.

(c) City, CPFC and USC entered into the Amended and Restated Operating Agreement dated as of February 1, 2007 (the “Operating Agreement”), which provided for the management of construction of the Horizon Garage and the Discovery Garage and the operation thereof by USC.

(d) As contemplated by the Master Agreement, the construction costs for the Horizon Garage were funded through issuance of the City’s \$3,760,000 Bond Anticipation Notes, Series 2006A, and \$2,840,000 Bond Anticipation Notes, Taxable Series 2006B (collectively, the “City BANs”) and the County’s \$3,760,000 Bond Anticipation Notes, Series 2006A, and \$2,840,000 Bond Anticipation Notes, Taxable Series 2006B (collectively, the “County BANs”). The City BANs were refunded with general obligation bonds issued by the City (the “City GO Bonds”).

(e) The following additional agreements were also executed in connection with the transactions described above (the “Ancillary Agreements”):

(i) The Operator’s Tax Agreement between USC, City, County, CPFC and the South Carolina Jobs-Economic Development Authority (“JEDA”) dated February 23, 2007 (the “Operator’s Tax Agreement”);

(ii) The Amended and Restated Development Services Agreement between City, County and USC dated February 1, 2007;

(iii) The Tax Regulatory Agreement between JEDA and CPFC;

(iv) All tax certificates and other certificates and agreements executed by USC in connection with the City BAN, the County BAN or the Discovery Garage Debt.

(f) Under applicable sections of the Operating Agreement, City or CPFC is entitled to receive Net Parking Revenues (as defined in the Operating Agreement) from the Horizon Garage and the Discovery Garage during certain periods and under certain circumstances (collectively, the “City Net Parking Revenue Payments”).

(g) Under Section 6.10 of the Operating Agreement and under Section 3.08 of the Master Agreement, County is entitled to receive Net Parking Revenues (as defined in the Operating Agreement and also in the Master Agreement) from the Horizon Garage for the “County Revenue Period”, which is January 1, 2029, through December 31, 2048 (collectively, the “County Net Parking Revenue Payments”).

(h) City, CPFC and USC intend to enter into an agreement which will provide for payment by USC to the City of the discounted net present value (using a discount rate of not less than 8.15% per annum) of the estimated future City Net Parking Revenue Payments (the “City Payment”).

(i) County and USC desire to agree herein for the prepayment by USC to County of the estimated future County Net Parking Revenue Payments.

2. Prepayment of County Net Parking Revenues. USC agrees at Closing to pay to County the sum of Two Million One Hundred Twenty-Nine Thousand Seventy-Nine Dollars (\$2,129,079.00), which is the discounted net present value (using a discount rate of 8.15% per annum) of the estimated County Net Parking Revenue Payments (the “County Payment”). The Parties acknowledge and agree that neither the County Net Parking Revenue Payments that County would actually receive or future interest rates and inflation rates that would affect the discount rate are known with certainty, and that the aforesaid sum using the aforesaid discount rate constitutes a fair and reasonable determination of the net present value of the County Net Parking Revenue Payments. Such funds shall be wired to the County at the Closing.

3. Termination of Agreements. At Closing, County and USC shall execute a termination of all of their rights and obligations under the Master Agreement, the Operating Agreement, and the Ancillary Agreements to which County and USC are parties.

4. Closing. It is contemplated that USC will close on the payment of the City Payment on or around March 1, 2017, subject to any extension thereof agreed to by such parties (the “Closing”). The County Payment will be made as part of such Closing. The obligations of USC and County under this Agreement are conditional upon City, CPFC and USC entering into an agreement providing for the City Payment and closing under such agreement. If the Closing does not occur, neither County nor USC will have any further obligations under this Agreement, and their obligations under the Master Agreement and the Operating Agreement will remain in effect.

5. Condition of USC’s Obligations. The Parties acknowledge that USC’s authority to enter into the transaction provided herein and USC’s transaction with the City may be subject to approval by various agencies and departments of the State of South Carolina. Should USC be unable to obtain all such approvals, USC at its option may elect to terminate this Agreement, and no Parties shall have any further rights or obligations under this Agreement.

6. Remedies.

(a) If County defaults on its obligations under this Agreement, and such default is not cured within ten (10) days after written notice from USC, USC may either terminate this Agreement or seek specific performance of this Agreement, but shall have no other remedy.

(b) If USC defaults on its obligations under this Agreement, and such default is not cured within ten (10) days after written notice from County, or County may either terminate this Agreement or seek specific performance of this Agreement, but shall have no other remedy.

7. Assigns. This Agreement shall be binding upon and shall insure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8. Entire Agreement. It is understood and agreed that all understandings and agreements heretofore and between the Parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, and no Party is relying upon any statement or representation not embodied in this Agreement, made by the other. The covenants and warranties contained herein shall survive the Closing.

9. Modification. This Agreement may not be modified or amended nor shall any of its provisions be waived except by a written instrument signed by the Parties.

10. Possession. Possession of the Property will be delivered at Closing, subject to the rights of tenants.

11. Severability. In the event any provision in this Agreement shall be held by a court of competent jurisdiction after final appeal (if any) to be illegal, unenforceable or contrary to public policy, then such provision shall be stricken and the remaining provisions of this Agreement shall continue in full force and effect.

12. Time of Essence. Time is of the essence to the Parties with respect to this Agreement and closing of the sale provided for herein.

13. Paragraph Headings. The paragraph headings contained herein are for convenience only, and should not be construed as limiting or altering the terms hereof.

14. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of South Carolina.

15. Notices. Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered, (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice, (iii) if delivered by courier or express mail service, telegram, facsimile or mailgram where the sender provides or retains evidence of the date of delivery, as of the date of such delivery; (iv) if by facsimile or email, when the message is received in the office of the addressee, provided that a hard copy referencing the date of facsimile delivery or email is sent the same day by one of the other methods of delivery set forth above. The addresses for notice purposes are as follows:

To County:

Phone: (____) ____-____

Fax: (____) ____-____

Tax ID No.: _____

To USC:

The University of South Carolina

Columbia SC _____

ATTN: Chief Operating Officer

Phone: (803) 777-____

Fax: (803) 777-____

Email: _____

With a copy to:

c/o John B. McArthur, Esquire

Haynsworth Sinkler Boyd, P.A.

P.O. Box 11889

Columbia, SC 29101-3232

Tel: (803) 540-7807

Fax: (803) 765-1243

jmcarthur@hsblawfirm.com

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the Parties hereto the day and year first above written.

USC:

UNIVERSITY OF SOUTH CAROLINA

By: _____

Its: _____

COUNTY:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Attest: _____

Its: _____

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO [PROJECT ALIMEX]; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multi-county industrial park with counties having contiguous borders with the County; and (ii) include within the boundaries of the multi-county industrial park the property of eligible companies which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits to a company located in a multi-county industrial park against the company’s Fee Payments (“Infrastructure Credit”) to assist the company in paying (i) for the cost of designing, acquiring, constructing, improving or expanding infrastructure serving the company’s project or the County, and (ii) for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County ((i) and (ii) collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated April 15, 2003 (“Park Agreement”), which governs to operation of the Park;

WHEREAS, [Project Alimex] (“Company”) has agreed to lease a facility in which it will install machinery, equipment, and other personal property within the County (the “Project”) on property more particularly described on Exhibit A (together with the Project, “Property”), resulting in capital investments in taxable real and personal property at the Project of at least \$2,000,000, along with the creation of 22 new full-time jobs;

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, at the Company’s request, the County desires to offer, as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Project, an Infrastructure Credit against the Company’s Fee Payments on the Project, the terms and conditions of which are more particularly described in the Infrastructure Credit Agreement between the County and the Company, the form of which is attached as Exhibit B (“Agreement”); and

WHEREAS, to effect the Infrastructure Credit, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the Property in the Park;

THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, ORDAINS:

Section 1. *Expansion of the Park Boundaries, Inclusion of Property.* There is hereby authorized an expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park. The County Council Chair (“Chair”), or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and approving ordinance by Fairfield County Council.

Section 2. *Approval of Infrastructure Credit.* The is hereby authorized an Infrastructure Credit against the Company’s Fee Payments with respect to the Project as a reimbursement to the Company for its qualifying Infrastructure expenditures. The form and terms of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety.

Section 3. *Authorization to Execute Agreement.* The Chair is authorized and directed to execute the Credit Agreement, subject to any revisions, which are not materially adverse to the County, as may be approved by the County Administrator or the County’s Director of Economic Development following receipt of advice from counsel to the County, and the Clerk of the County Council is authorized and directed to attest the Agreement.

Section 4. *Further Assurances.* The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

First Reading: October 18, 2016
Second Reading: November 1, 2016
Public Hearing: November 1, 2016
Third Reading: November 15, 2016

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B

**FORM OF
AGREEMENT**

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

[PROJECT ALIMEX]

Effective as of: November 15, 2016

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of November 15, 2016 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and [PROJECT ALIMEX], a [] (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multi-county industrial park with counties having contiguous borders with the County; and (ii) include within the boundaries of the multi-county industrial park the property of qualifying companies which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial park (“Fee Payments”)

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits to a company against the company’s Fee Payments generated from the company’s property located in a multi-county park (“Infrastructure Credit”) to reimburse the company for its expenditures in paying the cost of designing, acquiring, constructing, improving or expanding (i) infrastructure serving the company’s project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial or manufacturing facility in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated April 15, 2003 (“Park Agreement”), which governs to operation of the Park;

WHEREAS, the Company has agreed to lease a facility and install machinery, equipment and other personal property within the County (“Project”) on property more particularly described on Exhibit A (collectively, “Property”), resulting in capital investments in taxable real and personal property at the Project of at least \$2,000,000 and the creation of 22 new full-time jobs;

WHEREAS, pursuant to the County’s Ordinance No. [] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Property and other real and personal property relating to the Project in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 5 years against the Company’s Fee Payments on the Project for the purpose of reimbursing the Company for its expenditures on Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I
REPRESENTATIONS**

SECTION 1.01. Representations by the County. The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has approved this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County has approved the inclusion of the Project and the Property in the Park; and
- (e) Based on representations made by the Company to the County, the County has determined the Project will provide significant economic benefits to the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company represents to the County as follows:

- (a) The Company is a [] duly organized, validly existing, and in good standing, under the laws of the State of [], has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it; and
- (b) The Company will use commercially reasonable efforts to achieves the Investment Commitment, each as defined below, at the Project.

**ARTICLE II
INFRASTRUCTURE CREDITS**

SECTION 2.01. Investment Commitment. The Company shall invest at least \$2,000,000 in taxable property at the Project (“Investment Commitment”) by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than November 15, 20[] (“Certification Date”), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

SECTION 2.02. Jobs Commitment. The Company shall create 22 additional new, full-time jobs in the County (“Jobs Commitment”), by providing documentation to the County sufficient to reflect achievement of the Jobs Commitment on or before the Certification Date. If the Company fails to achieve and certify the Jobs Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

SECTION 2.03. Infrastructure Credits.

- (a) Commencing with the first Fee Payment due on the Project, which is expected to be January, 2017, and ending with the Fee Payment due four years following the first Fee Payment, which is expected to be January, 2021 (“Credit Term”), the County shall provide an annual Infrastructure Credit to the Company’s annual Fee Payments with respect to the Project. The Company will receive an Infrastructure

Credit of forty-five percent (45%) in years one and two, and an Infrastructure Credit of forty percent (40%) in years three, four, and five.

(b) For each year of the Credit Term, the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.03(a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Company. The County shall not be required to provide the Infrastructure Credits except with respect to the Fee Payments received from the Company.

SECTION 2.04 [Reserved.]

SECTION 2.05. Clawback. In the event that the Company fails to meet the Investment Commitment or Jobs Commitment by the end of the Credit Term, the Company shall be obligated to repay a portion of the Infrastructure Credits, calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \$2,000,000$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / 22$$

For example, and by way of example only, if the Company had received \$100,000 in credits had invested \$1,500,000 and created 18 jobs by the end of the Credit Term, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 18/22 = 80\%$$

$$\text{Investment Achievement Percentage} = \$1,500,000/\$2,000,000 = 75\%$$

$$\text{Overall Achievement Percentage} = (80\% + 70\%)/2 = 75\%$$

Clawback Percentage = 100% - 75% = 25%

Repayment Amount = \$100,000 x 25% = \$25,000

Any amount owing pursuant to Section 3.03 shall be paid within 30 days of the Threshold Date, and any such amount shall be subject to the minimum amount of interest that the Act may require.

SECTION 2.06. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 or comparable forms for the property comprising the Project.

SECTION 2.07 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

SECTION 3.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 30 days after written notice by the other Party specifying the failure and requesting that it be remedied and which notice is given to the defaulting Party by first-class mail, then such Party is in default under this Agreement (“Event of Default”).

SECTION 3.02. Legal Proceedings by Company and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

- (1) terminate this Agreement;
- (2) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;
- (3) bring suit upon this Agreement;
- (4) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (5) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 3.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 3.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article IV to the Company or County may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV
MISCELLANEOUS**

SECTION 4.01. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Project and to have access to and examine all the Company's books and records pertaining to the Project. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Project and the Company's books and records pertaining to the Project. The terms and conditions of the Company may include those necessary to protect the Company's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledge and understand that the Company may have and maintain at the Project certain confidential and proprietary information, including but not limited to financial, sales or other information concerning the Company's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 4.02. Successors and Assigns. Upon written consent of the County, the Company may assign or otherwise transfer any of its rights and interest hereunder to an assignee or lessee, as the case may be. In this regard, the County agrees that such consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 4.03. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 4.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 4.05. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 4.06. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's

(b) if to the Company: [Project Alimex]
[]

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 4.08. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, (ii) review and negotiation of any other documents related to the Project, or (iii) the Project, in an amount not to exceed \$5,000.00

SECTION 4.09. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 4.10 Agreement to Sign Other Documents. The County agrees that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 4.11. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 4.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 4.14. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

SECTION 4.16. Termination. Unless first terminated under any other provision of this Agreement,

this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, [Project Alimex], has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

[PROJECT ALIMEX]

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
DESCRIPTION OF PROPERTY

A RESOLUTION CONSENTING TO AND RATIFYING THE ASSIGNMENT BY UNIVERSITY RESIDENCES COLUMBIA, LLC TO TREA GREENE CROSSING, LLC OF CERTAIN PROPERTY TAX INCENTIVE AGREEMENTS AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Title 4, Chapter 1 of Code of Laws of South Carolina, 1976, as amended (the “Act”), Richland County, South Carolina (“County”) entered into an Credit Agreement, dated as of April 15, 2014 (“Agreement”), with University Residences Columbia, LLC, a limited liability company organized and existing under the laws of the State of Ohio (the “Assignor”);

WHEREAS, pursuant to the Agreement, Assignor may assign or otherwise transfer the Project, as defined in the Agreement, and any or all of Assignor’s rights and interests in and obligations under the Agreement with the consent of or ratification by the County of any such assignment;

WHEREAS, on or about October 4, 2016, Assignor sold substantially the Project, to TREA Greene Crossing, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Assignee”), and assigned Assignor’s rights and interests in and obligations under the Agreement to Assignee;

WHEREAS, Assignor and Assignee desire to obtain the County’s (i) acknowledgement of receipt of notice of the sale of the Project, and (ii) consent and ratification of the assignment of the Agreement by Assignor to Assignee.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina (the “County Council”), as follows:

SECTION 1. The County Council hereby acknowledges receipt of notice of the sale of the Project from Assignor to Assignee.

SECTION 2. For purposes of complying with the provisions of the Agreement relating to ratification of the assignment of the Agreement only, County Council consents to and ratifies Assignor’s assignment in and to the Agreements to Assignee as of October 4, 2016. This consent and ratification shall not be construed as a (i) warrant or guaranty of receipt by Assignee of any benefits under the Agreements, (ii) waiver of default, if any, or (iii) release of Assignor or Assignee from any payment obligations arising and outstanding under the Agreements.

SECTION 3. The County Administrator or the County’s Director of Economic Development, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or appropriate in connection with this Resolution to evidence the County’s acknowledgement, the consent and ratification as described in this Resolution.

SECTION 4. Any resolution or other order of County Council, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

SECTION 5. This Resolution is effective on adoption by County Council.

DONE in a meeting duly assembled this 18th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Richland County Chairman

Attest:

Clerk to County Council
Richland County, South Carolina



a) Sidewalk Package S-3 (Sheltered Market): Construction Award

Discussion Point:

Included in your agenda you will find a recommendation to award Sidewalk Package S-3 to Orion Construction. This contract would construct sidewalks on Franklin Street and Jefferson Street. Both are located in District 4.

Status:

Staff recommends award to Orion Construction in the amount of \$275,474.98 which includes a 10% construction contingency.



October 3, 2016

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Sidewalk Package S-3 Franklin and Jefferson Street
Project Number: PDT-415-IFB-2016

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, September 21, 2016 at the Richland County Office of Small Business Opportunity at 2000 Hampton Street for the 2015 Sidewalk Pkg. S-3 Project. One bid was received from Certified Richland County SLBE firms via the County's Sheltered Market Program.

The bids, as submitted, were as follows:

Orion Construction Co., Inc.	\$250,431.80
------------------------------	--------------

The Engineer's Estimate for this project was \$316,049.91 with the bid being lower than the estimate.

The project is funded by the Richland County Transportation Penny and was offered via the County's Sheltered Market Program exclusively to SLBE businesses. A Mandatory Pre-Bid Conference was held on August 31, 2016 during which one SLBE firm attended to gain information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached for your use indicating attendance of one (1) SLBE Certified firm.

After reviewing the bid for the project, it shows Orion Construction Co., Inc. is duly licensed in South Carolina to perform this work. A copy of their license and SLBE Certificate is attached.

Attached is a final bid tab sheet for your reference which indicates the low bid to be within the Engineer's Estimated Cost for the project. A review of the contract with the low bid shows a commitment of 93.5% utilization of Small Local Business Enterprise (SLBE) companies (Prime Contractor and Sub-Contractors) which meets the goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Orion Construction Co., Inc. It is further recommended that the approval of the award also include a 10% contingency of \$25,043.18.

We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,
RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Certified Bid Tab
Bid Form Orion Construction Co., Inc.
Orion Construction LLC License Confirmation
Orion Construction LLC SLBE Certificate
Orion Construction SLBE Participation Sheet
Mandatory Pre-Bid Sign In Sheet
Engineer's Estimate Comparison

2015 SIDEWALK PACKAGE S3 PDT-415-IFB-2016

ITEM #	DESCRIPTION	UNITS	LENGTH (M.)		TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
			0.250	0.150			
1031000	MOBILIZATION	LS	NEC.	NEC.	1.00	10,000.	10,000
1050800	CONS. STAKES, LINES AND GRADES	EA	NEC.	NEC.	1.00	3500.	3500
1071000	TRAFFIC CONTROL	LS	NEC.	NEC.	1.00	10,000	10,000
2014000	SELECTED CLEARING AND GRUBBING	LS	NEC.	NEC.	1.00	5000	5,000
2016000	SELECTED REM. OF MARKED TREES	LS	NEC.	NEC.	1.00	3000	3,000
2023000	REMOVAL AND DISPOSAL OF EXISTING PAVING	SY	595.69	130.00	725.69	20.	14513.80
2031000	UNCLASSIFIED EXCAVATION	CY	86.71	33.24	119.95	40.	4798
2033000	BORROW EXCAVATION	CY	5.00	5.00	10.00	100.	1000
2081001	FINE GRADING	SY	96.00		96.00	30.	2880
3069900	MAINTENANCE STONE	TON	20.00	20.00	40.00	30.	1200
4011004	LIQUID ASPHALT BINDER PG64-22	TON	1.00	1.60	5.60	1000.	5600
4030340	HM ASPHALT SURFACE COURSE TYPE C	TON	10.32	20.00	30.32	200.	6064
6051120	PERM. CONS SIGNS (GRND MOUNTED)	SF	480.00	304.00	784.00	18.	14,112
6271015	8" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	371.00	204.00	575.00	25.	14,375
6271025	24" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	48.00	12.00	60.00	75.	4500
7203210	CONCRETE C & G (2'-0") VERT.	LF	681.80	184.00	825.60	40.	33024
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	595.80	292.60	888.40	55	48862
7204600	CONCRETE SIDEWALK (8" UNIFORM)	SY	100.60	57.40	158.00	60	9480
7204900	DETECTABLE WARNING SURFACE	SF	187.50	62.50	250.00	35	8750.
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	154.80		154.80	60	9288
7206000	CONCRETE MEDIAN	SY	1.00		1.00	500.	500.
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	375.00	125.00	500.00	40.	20,000.
8081000	MOVING ITEM 1 - RELOCATE EXISTING SIGN	LS	1.00		1.00	100.	100.
8081000	MOVING ITEM 2 - RELOCATE EXISTING SIGN	LS	1.00		1.00	100.	100.
8081000	MOVING ITEM 3 - RELOCATE EXISTING SIGN	LS	1.00		1.00	100.	100.
8081000	MOVING ITEM 4 - RELOCATE EXISTING SIGN	LS	1.00		1.00	100.	100.
8081000	MOVING ITEM 5 - RELOCATE EXISTING SIGN	LS	1.00		1.00	100.	100.
8081000	MOVING ITEM 6 - RELOCATE EXISTING SIGN	LS	1.00		1.00	100.	100.
8081000	MOVING ITEM 7 - RELOCATE EXISTING SIGN	LS	1.00		1.00	100.	100.
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	ACRE	0.525	0.075	0.60	3,000.	1800
8153000	SILT FENCE	LF	1000.00	450.00	1450.00	10.0	14,500.
8158219	INLET STRUCTURE FILTER - TYPE A	LF	135.00	84.00	199.00	15.0	2985.00
						TOTAL	

250,431.80

A. Mitchell
9/21/2016

[Print this page](#)

Board: Commercial Contractors

ORION CONSTRUCTION COMPANY
1428-A CHEROKEE ST
COLUMBIA, SC 29201
(803) 252-1634

License number: 12932
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2016
First Issuance Date: 01/01/1992
Classification: BD5 CP5
President / Owner: FRANK MITCHELL

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises
FRANK E MITCHELL - (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

[No Orders Found](#)

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS***

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016



Richland County Small Local Business Enterprises Directory of Certified SLBEs

OLH, Inc.

Ms. Regina K. Bennett

1314 Lincoln Street, Suite 303

Columbia, SC 29201

Office: (803) 661-8278 Fax: (803) 708-8484

Email: gbennett@olhinc.com

Area of Work:

All Other Professional, Scientific and Technical Services

Date Certified: 9/30/2014 - 9/30/2016

NAICS Code:
541990

Orion Construction Co., Inc.

Mr. Frank Mitchell

1428-A Cherokee Street

Columbia, SC 29201

Office: (803) 252-1634 Fax: (803) 799-0011

Email: orionmitch@aol.com

Area of Work:

Residential & Commercial Construction and Concrete
Paving (e.g. Sidewalks, Curb & Gutter)

Date Certified: 4/23/2015 - 4/23/2017

NAICS Code:
236115, 236220, 237310

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

The goal for contracting work to SLBE subcontractors is 82.7%.

BIDDER is required to complete the SBLE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

Information must be shown on this sheet and submitted with bid/proposal.

1. Name SLBE (subcontractor or supplier)	Address of SLBE	Scope/Type of Work	2. Estimated Percentage of Total Contract
CORLEY Construction	FIRE Tower ITRMO, S.C.	Excavation Hauling	8.0%
PQC LLC Leonard Johnson	3106 Colman Rd Columbia S.C. 29223	Demo/Trucking	0.5%
ORION Construction	1428 A Cherokee Columbia S.C. 29201	Concrete Silt fence Signage	85%

¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

² Percent - show percent of total contract amount committed to each SLBE listed.

This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 20 day of Sept, 2016

ORION Construction Co. LLC
 Company

[Signature]
 Legal Signature
Denise M. Bilyea

Notary Public for SC My Commission Expires: July 5, 2026

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Orion Construction Co., Inc.
1428-A Cherokee Street
Columbia, SC 29201

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Richland County
2020 Hampton Street
Columbia, SC 29204

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid No. PDT-415-IFB-2016, Construct Sidewalk on Franklin and Lincoln Street

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

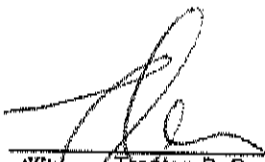
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of September, 2016



(Witness)



(Witness) Trenton B. Saunders

Orion Construction Co., Inc.

(Principal)

(Seal)

By: 

(Title)

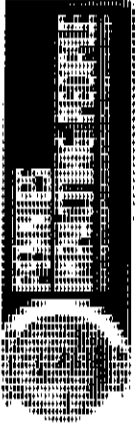
The Ohio Casualty Insurance Company

(Surety)

(Seal)

By: 

(Title) Laura D. Mosholder Attorney-in-Fact



Pre-Bid Sign In Sheet

Project: Sidewalk S3-Franklin/Jefferson St.

Date: 08/31/2016

Meeting Time: 10:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Janet Jones	Richland PDT	J.Jones@richlandpenny.com	726-6160
Dale Collier	Richland PDT	dcollier@richlandpenny.com	803-917-6258
Perry Mayhew	Richland PDT	pmayhew@richlandpenny.com	726-3576
Karen Marshall	Richland PDT	kmarshall@richlandpenny.com	803-322-6475
Sony Timmerman	PDT	stimmerman@richlandpenny.com	716-6162
Brian King	Richland PDT	king@richlandpenny.com	803-351-5209
Tony Edwards	Richland County	edwards.t@rcgov.us	726-6148
CLEM WATSON	RICHLAND PDT	CWATSON@RICHLANDPENNY.COM	726-6170
GERALD WALKER	RICHLAND PDT	gwalker@richlandpenny.com	726-6151
FRANK MITCHELL	ORION CONSTR.	orionmitch@orion.com	622-8695

2015 SIDEWALK PACKAGE S3



ITEM #	DESCRIPTION	UNITS	LENGTH (MI)		TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
			0.290	0.150			
			Franklin Street	Jefferson Street			
1031000	MOBILIZATION	LS	NEC.	NEC.	1.00	\$ 20,000.00	\$20,000.00
1050800	CONS. STAKES, LINES AND GRADES	LS	NEC.	NEC.	1.00	\$ 5,000.00	\$5,000.00
1071000	TRAFFIC CONTROL	LS	NEC.	NEC.	1.00	\$ 10,000.00	\$10,000.00
2014000	SELECTED CLEARING AND GRUBBING	LS	NEC.	NEC.	1.00	\$ 1,000.00	\$1,000.00
2016000	SELECTED REM. OF MARKED TREES	LS	NEC.	NEC.	1.00	\$ 3,300.00	\$3,300.00
2023000	REMOVAL AND DISPOSAL OF EXISTING PAVING	SY	595.69	130.00	725.69	\$ 20.00	\$14,513.80
2031000	UNCLASSIFIED EXCAVATION	CY	86.71	33.24	119.95	\$ 15.00	\$1,799.25
2033000	BORROW EXCAVATION	CY	5.00	5.00	10.00	\$ 100.00	\$1,000.00
2081001	FINE GRADING	SY	96.00		96.00	\$ 4.79	\$459.36
3069900	MAINTENANCE STONE	TON	20.00	20.00	40.00	\$ 35.00	\$1,400.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	4.00	1.60	5.60	\$ 1,000.00	\$5,600.00
4030340	HM ASPHALT SURFACE COURSE TYPE C	TON	10.32	20.00	30.32	\$ 200.00	\$6,064.00
6051120	PERM. CONS SIGNS (GRND MOUNTED)	SF	480.00	304.00	784.00	\$ 20.00	\$15,680.00
6271015	8" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	371.00	204.00	575.00	\$ 35.00	\$20,125.00
6271025	24" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	48.00	12.00	60.00	\$ 90.00	\$5,400.00
7203210	CONCRETE C & G (2'-0") VERT.	LF	661.60	164.00	825.60	\$ 80.00	\$66,048.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	595.80	292.60	888.40	\$ 60.00	\$53,304.00
7204600	CONCRETE SIDEWALK (6" UNIFORM)	SY	100.60	57.40	158.00	\$ 80.00	\$12,640.00
7204900	DETECTABLE WARNING SURFACE	SF	187.50	62.50	250.00	\$ 40.00	\$10,000.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	154.80		154.80	\$ 80.00	\$12,384.00
7206000	CONCRETE MEDIAN	SY	1.00		1.00	\$ 247.50	\$247.50
7209000	PEDESTRIAN RAMP CONSTRUCTION	SF	375.00	125.00	500.00	\$ 60.00	\$30,000.00
8081000	MOVING ITEM 1 - RELOCATE EXISTING SIGN	EA	1.00		1.00	\$ 200.00	\$200.00
8081000	MOVING ITEM 2 - RELOCATE EXISTING SIGN	EA	1.00		1.00	\$ 200.00	\$200.00
8081000	MOVING ITEM 3 - RELOCATE EXISTING SIGN	EA	1.00		1.00	\$ 200.00	\$200.00
8081000	MOVING ITEM 4 - RELOCATE EXISTING SIGN	EA	1.00		1.00	\$ 200.00	\$200.00
8081000	MOVING ITEM 5 - RELOCATE EXISTING SIGN	EA	1.00		1.00	\$ 200.00	\$200.00
8081000	MOVING ITEM 6 - RELOCATE EXISTING SIGN	EA	1.00		1.00	\$ 200.00	\$200.00
8081000	MOVING ITEM 7 - RELOCATE EXISTING SIGN	EA	1.00		1.00	\$ 200.00	\$200.00
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	ACRE	0.525	0.075	0.60	\$ 2,000.00	\$1,200.00
8153000	SILT FENCE	LF	1000.00	450.00	1450.00	\$ 10.00	\$14,500.00
8156219	INLET STRUCTURE FILTER - TYPE A	LF	135.00	64.00	199.00	\$ 15.00	\$2,985.00
	TOTAL - PACKAGE S3 ESTIMATE					TOTAL	\$316,049.91



b) Sidewalk Package S-5 (Sheltered Market): Construction Award

Discussion Point:

Included in your agenda you will find a recommendation to award Sidewalk Package S-5 to Armstrong Construction. This contract would construct a sidewalk on Senate Street from Gladden Street to King Street. Senate Street is located in Districts 5 and 6.

Status:

Staff recommends award to Armstrong Construction in the amount of \$128,344.70 which includes a 10% construction contingency.



September 7, 2016

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: 2015 Sidewalk Package S-5
Project Number: PDT-442-IFB-2016

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, August 24, 2016 at the Richland County Office of Procurement at 2020 Hampton Street for the 2015 Sidewalk Pkg. S-5 Project. Three bids were received from Certified Richland County SLBE firms via the County's Sheltered Market Program.

The bids, as submitted, were as follows:

Orion Constructions Co.	\$155,905.00
CBD, Inc.	\$122,404.00
Armstrong Contractors LLC	\$116,677.00

After reviewing the unit prices and quantity calculations, the following bids were adjusted as follows due to mathematical errors by two of the bidders listed below:

Orion Constructions Co.	\$153,901.00
CBD, Inc.	\$132,404.00
Armstrong Contractors LLC	\$116,677.00 (price remains the same)

The Project manual states that if the Offeror miscalculates the extended price, the unit price will govern.

The Engineer's Estimate for this project was \$142,891.33.

The project is funded by the Richland County Transportation Penny and was offered via the County's Sheltered Market Program exclusively to SLBE businesses. A Mandatory Pre-Bid Conference was held on July 27, 2016 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance of three (3) SLBE Certified firms.

Further review shows that Armstrong Contractors LLC is duly licensed in South Carolina to perform this work. A copy of their license and SLBE Certificate is attached. As Armstrong Contractors has an Unlimited General Contractor's License, this contractor is fully capable of completing 100% of the work scope as an SLBE Certified vendor.

Attached is a final bid tab sheet for your reference which indicates the low bid to be within 10% of the Engineer's Estimated Cost for the project. A review of the contract with the low bid shows a commitment of 90% utilization of Small Local Business Enterprise (SLBE) companies (Prime Contractor and Sub-Contractors) which meets the goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Armstrong Contractors LLC in the amount of \$116,677.00. It is further recommended that the approval of the award also include a 10% contingency of \$11,667.70.

We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,
RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Bid Form Armstrong Contractors LLC
Corrected Bid Tab
Mandatory Pre-Bid Sign In Sheet
Engineer's Estimate Comparison
Armstrong Contractors LLC, License Confirmation
Armstrong Contractors LLC, SLBE Certificate
Armstrong Contractors LLC, SLBE Participation Sheet

(6) **BID FORM**

SIDEWALK PACKAGE S5
SENATE STREET

In accordance with the advertisement by Richland County (hereinafter after called County) inviting Bids for the above referenced project and in conformity with the Plans and Specifications on file at the Richland PDT:

THE UNDERSIGNED CERTIFIES that the BIDDER is fully informed respecting the preparation of its Bid and all pertinent circumstances respecting its Bid, and that it has authority, as agent or representative of the BIDDER for the submission of a Bid on the above-referenced project; and

THE BIDDER CERTIFIES that the BIDDER is the only person(s) interested in his Bid as Principal(s); that it is made without collusion with any person, firm, or corporation; that an examination has been made of the Specifications and Bid Documents, including the Special Provisions, the Plans, and the site of the work; that it proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed; that it understands that the quantities of work shown herein are approximate and are subject to increase or decrease; that it further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices, except in cases where the Specifications provide for payment under a Supplemental Agreement or on a Force Account basis;

THE BIDDER FURTHER PROMISES:

- (a) To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If such prices or sums cannot be agreed upon in writing prior to starting such work to perform the work on a Force Account basis as provided in the Specifications.
- (b) To execute the Contract within ten (10) days from the date of the Award of Contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.
- (c) To furnish a Performance and a Payment Bond in the full amount (100%) of the Contract.
- (d) To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.
- (e) To furnish a statement, on demand of the County, showing financial and general responsibility.

ADDENDUM NUMBER

DATE

1
2

7/29/16
8/22/16

BY: Mike Armstrong

Armstrong Contractors
CONTRACTORS'S NAME

CLG-107878GC
CONTRACTOR'S LICENSE NO.


INDIVIDUAL'S SIGNATURE

P.O. Box 291053
CONTRACTOR'S ADDRESS

Col. SC. 29229
CITY, STATE, ZIP

ITEM #	DESCRIPTION	UNITS	Senate Street	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1.00	6000.00	6,000.00
1050800	CONS. STAKES, LINES AND GRADES	LS	1.00	3000.00	3,000.00
1071000	TRAFFIC CONTROL	LS	1.00	3000.00	3,000.00
2014000	SELECTED CLEARING AND GRUBBING	LS	1.00	5,000.00	5,000.00
2016000	SELECTED REM. OF MARKED TREES	LS	1.00	8,000.00	8,000.00
2023000	REMOVAL AND DISPOSAL OF EXISTING PAVING	SY	144.00	40.00	5,760.00
2031000	UNCLASSIFIED EXCAVATION	CY	79.00	50.00	3,950.00
2033000	BORROW EXCAVATION	CY	5.00	100.00	500.00
3069900	MAINTENANCE STONE	TON	20.00	120.00	2,400.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	1.60	1000.00	1,600.00
4030340	HM ASPHALT SURFACE COURSE TYPE C	TON	20.00	250.00	5,000.00
6051120	PERM. CONS SIGNS (GRND MOUNTED)	SF	216.00	12.00	2,592.00
6271015	8" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	112.00	25.00	2,800.00
6271025	24" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	12.00	75.00	900.00
7203210	CONCRETE C & G (2'-0") VERT.	LF	711.00	30.00	21,330.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	262.00	50.00	13,100.00
7204900	DETECTABLE WARNING SURFACE	SF	75.00	25.00	1,875.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	168.00	60.00	10,080.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	150.00	65.00	9,750.00
8081000	MOVING ITEM 1 - RELOCATE EXISTING SIGN	EA	1.00	250.00	250.00
8081000	MOVING ITEM 2 - RELOCATE EXISTING SIGN	EA	1.00	250.00	250.00
8081000	MOVING ITEM 3 - RELOCATE EXISTING WATER VALVE	EA	1.00	250.00	250.00
8081000	MOVING ITEM 4 - RELOCATE EXISTING SIGN	EA	1.00	250.00	250.00
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	ACRE	0.248	5000.00	12,400.00
8153000	SILT FENCE	LF	750.00	8.00	6,000.00
8156219	INLET STRUCTURE FILTER - TYPE A	LF	72.00	25.00	1,800.00
				TOTAL	116,677.00

Contractor's Name Armstrong Contractors LLC

Date 8/24/16



Richland County Small Local Business Enterprises Directory of Certified SLBEs

ARM Environmental Services, Inc.

Mr. Richard Pittenger

1210 1st Street S Ext

Columbia, SC 29209

Office: (803) 783-2587 Fax: (803) 783-2587

Email: rpittenger@armenv.com

Area of Work:

Well Drilling, Soil Test Drilling, and Underground Tank Removal

Date Certified: 2/9/2016 - 2/9/2018

NAICS Code:

237110, 238910

Armstrong Contractors, LLC

Mr. Michael Armstrong

600 Longtown Road

Columbia, SC 29229

Office: (803) 788-1190 Fax: (803) 454-0722

Email: mike@armstrongcontractors.com

Area of Work:

Site Preparation, Soil Stabilization (Lime, Cement), Asphalt Paving, Striping, and Water & Sewer Line Construction

Date Certified: 3/23/2015 - 3/23/2017

NAICS Code:

237110, 237310, 238910

Print this page

Board: Commercial Contractors

ARMSTRONG CONTRACTORS LLC

600 LONGTOWN RD
COLUMBIA, SC 29229-0018
(803) 788-1190

License number: 107878

License type: GENERAL CONTRACTOR

Status: ACTIVE

Expiration: 10/31/2018

First Issuance Date: 01/28/2003

Classification: AP5 WL5

President / Owner: MICHAEL ARMSTRONG

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises

[MICHAEL A ARMSTRONG - \(COG\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

* **Building (BD):** includes GR, IR, MB, MS, SS, WF.

“LB” - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.

“UB” - qualifier took Unlimited Building exam.

** **Highway (HY):** includes AP, CP, BR, GD, HI.

*** **Public Electrical Utility (1U/2U):** “1U” given to those licensed prior to 4/1/99 and can engage in stadium lighting work. “2U” given to those licensed after 4/1/99 and cannot engage in stadium lighting work.

**** **Pressure and Process Piping (1P/2P):** “1P” given to those licensed prior to 4/1/99 and can engage in boiler work; “2P” given to those licensed after 4/1/99 and cannot engage in boiler work.

*** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS***

GENERAL CONTRACTORS

MECHANICAL CONTRACTORS

Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

The goal for contracting work to SLBE subcontractors is 90 %.

BIDDER is required to complete the SBLE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

Information must be shown on this sheet and submitted with bid/proposal.

1. Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract
Self Perform			100%

¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

² Percent - show percent of total contract amount committed to each SLBE listed.

This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 24 day of Aug, 2016

Armstrong Contractors
 Company

[Signature]
 Legal Signature

Notary Public for SC My Commission Expires: 12/4/2016

Lynel K Hood



2016 Sidewalk -Senate

Pre-Bid -10:00 AM

July 27, 2016

	Name	Organization	E-mail	Phone
1.	Dale Collier	Richland Penny	dcollier@richlandpenny.com	803-917-6258
2.	Jane + Jones	Richland Penny	JJones@richlandpenny.com	"
3.	ROSS TILTON	RICHLAND PENNY	rtilton@richlandpenny.com	803 477-2377
4.	Scott Jordan	Armstrong	scott@armstrongcontractors.com	513-9254
5.	Shawn Salley	Richland County	salley2@rcgov.us	803 726 6149
6.	Lonnre Atkins	CBD Inc	lonnre@cbdsc.com	803-960-1769
7.	GERALD WALKER	RICHLAND PENNY	gwalker@richlandpenny.com	803-726-6151
8.	Frank Mitchell	ORION Caf	orionmitch@902	803-622-8695
9.	Brian King	Richland Penny	bking@richlandpenny.com	803 -351-5289
10.	CLEM WATSON	"	cwatson@richlandpenny.com	803-726-6170
11.	ANTHONY LAWRENCE	RICHLAND PENNY	alawrence@richlandpenny.com	x 6145
12.	PERRY MAYHEW	"	pmayhew@richlandpenny.com	726-3576
13.	Tony Edwards	RC	EdwardsT@RC.GOV.US	726-6148
14.	Sonny Zimmerman	Richland Penny	stimmerm@richlandpenny.com	726-6162
15.				
16.				



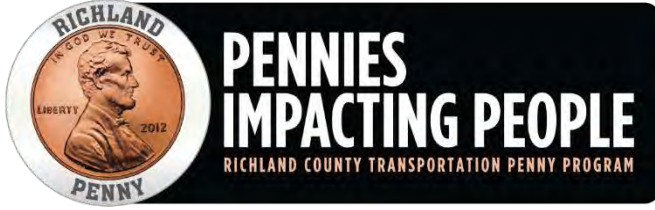
c) Bluff Road Phase I Widening Project: Construction Award

Discussion Point:

Included in your agenda you will find a recommendation to award Bluff Road Phase I Widening to Cherokee Inc. This project has limits from Rosewood Drive to George Rogers Boulevard, and is located in District 10.

Status:

Staff recommends award to Cherokee Inc. in the amount of \$5,515,719.95 which includes a 10% construction contingency.



October 4, 2016

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Bluff Road Widening Phase 1
Project Number: PDT-425-IFB-2016

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, September 7, 2016 at the Richland County Office of Procurement at 2020 Hampton Street for the Bluff Road Widening Phase 1 Project. The Richland Program Development Team (PDT) has reviewed three (3) submitted bids for the Richland County 2016 Bluff Road Widening Phase 1 project and found no irregularities in the bids. The bids were as follows.

Cherokee, Inc.	\$ 5,014,290.86
CR Jackson, Inc.	\$ 6,274,236.61
AOS Specialty Contractors	\$ 6,811,752.87

Cherokee's bid is 0.34% above the Engineer's estimate of \$4,997,439.43.

Further review shows that Cherokee, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

Attached is a final bid tab sheet for your reference which indicates the low bid to be within ten percent (10%) of the Engineer's Estimated Cost for the project. A review of the low bid shows a commitment of 10% utilization of Disadvantaged Business Enterprise (DBE) companies which meets the goal for this project.

The project is funded by the Richland County Transportation Penny, City of Columbia, SCDOT "C" Program funds and COATS federal guideshare funds. Due to the federal funding, a DBE goal was assigned but no Small Local Business Enterprise (SLBE) project goal could be assigned. SCDOT has reviewed the bid documents submitted by Cherokee, Inc. and has concurred with the selection of Cherokee, Inc. as the successful bidder (see attached LPA Construction Award Concurrence Request Form).

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Cherokee, Inc. It is further recommended that the approval of the award also include a 10% contingency of \$501,429.09.

The pre-construction conference will be held after we have been notified by you that Council has approved the contract.

Sincerely,

RICHLAND PDT, A JOINT VENTURE



Dale Collier

Procurement Manager

Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Certified Bid Tab

Bid Form Cherokee, Inc.

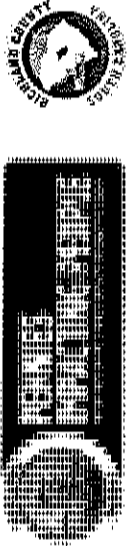
Mandatory Pre-Bid Sign In Sheet

Engineer's Estimate Comparison

Cherokee, Inc. License Confirmation

Cherokee DBE Participation Sheet

LPA Construction Award Concurrence Request Form



Bluff Road Widening Phase I

Bid Tabulation Sheet

PDT-425-JFB-2016

September 7, 2016 - 2:00 PM

BIDDER	TOTAL BID
AOS SPECIALTY CONTRACTORS	\$ 6 811 752.87
C R JACKSON, INC.	\$ 6 274 236.61
CHEROKEE, INC.	\$ 5 014 290.86

RICHLAND COUNTY
PROCUREMENT DEPT
2016 SEP -7 PM 2:00

CERTIFIED BY Dale Collins

Bid Form for Widening Bluff Road PDT-425-IFB-2016



0.657 LENGTH (ML)

ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1.0	LS	\$ 250,000.00	\$250,000.00
1032010	BONDS AND INSURANCE	1.0	LS	\$ 125,000.00	\$125,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	1.0	EA	\$ 75,000.00	\$75,000.00
1052000	UTILITY RELOCATION NO.1	1.0	EA	\$ 375,000.00	\$375,000.00
1052000	UTILITY RELOCATION NO.2	1.0	EA	\$ 955,000.00	\$955,000.00
1071000	TRAFFIC CONTROL	1.0	LS	\$ 250,000.00	\$250,000.00
1080300	CPM PROGRESS SCHEDULE	1.0	LS	\$ 7,000.00	\$7,000.00
1090200	CONTRACTOR PREPARED AS-BUILT PLANS	1.0	LS	\$ 10,000.00	\$10,000.00
2012000	CLEARING AND GRUBBING WITHIN RDWY	1.0	LS	\$ 250,000.00	\$250,000.00
2023000	REMOVAL AND DISPOSAL OF EXISTING PAVEMENT	325.0	SY	\$ 20.00	\$6,500.00
2027801	REMOVAL OF EXISTING GUARDRAIL	104.0	LF	\$ 10.00	\$1,040.00
2031000	UNCLASSIFIED EXCAVATION	95.0	CY	\$ 125.00	\$11,875.00
2033000	BORROW EXCAVATION	3198.0	CY	\$ 25.00	\$79,950.00
2034518	18" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	2148.0	LF	\$ 40.00	\$85,920.00
2034524	24" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	548.0	LF	\$ 50.00	\$27,400.00
2034530	30" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	700.0	LF	\$ 55.00	\$38,500.00
2034538	36" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	596.0	LF	\$ 70.00	\$41,720.00
2034542	42" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	80.0	LF	\$ 85.00	\$6,800.00
2081001	FINE GRADING	4355.0	SY	\$ 10.60	\$43,550.00
2103000	FLOWABLE FILL	1310.0	CY	\$ 128.00	\$168,750.00
3069900	MAINTENANCE STONE	105.0	TON	\$ 35.00	\$3,675.00
3100310	HOT MIX ASPHALT BASE COURSE -TYPE A	742.0	TON	\$ 91.75	\$68,078.50
4011004	LIQUID ASPHALT BINDER PG54-22	343.0	TON	\$ 512.00	\$175,616.00
4012080	FULL DEPTH ASPHALT PATCHING 6" UNIFORM	1715.0	SY	\$ 57.00	\$97,755.00
4013200	MILLING EXISTING ASPHALT PAVEMENT 2.0"	2762.0	SY	\$ 4.00	\$11,048.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	2300.0	SY	\$ 10.20	\$23,460.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE -TYPE B	3841.0	TON	\$ 77.00	\$295,757.00
4030320	HOT MIX ASPHALT SURFACE COURSE -TYPE B	1693.0	TON	\$ 77.00	\$130,381.00
5029000	PORTLAND CEMENT CONCRETE (SPECIAL USE)	60.0	CY	\$ 250.00	\$15,000.00
6020005	PERM. CONS SIGNS (GRND MOUNTED)	500.0	SF	\$ 8.50	\$4,250.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR - 4" X 4"	80.0	EA	\$ 5.50	\$440.00
609105A	PAVEMENT MARKINGS (TEMPORARY - PAINT) - 4" WHITE BROKEN LINES	500.0	LF	\$ 0.28	\$140.00
609115A	PAVEMENT MARKINGS (TEMPORARY - PAINT) - 4" WHITE SOLID LINES	5760.0	LF	\$ 0.17	\$979.20
609115B	PAVEMENT MARKINGS (TEMPORARY - PAINT) - 4" YELLOW SOLID LINES	10590.0	LF	\$ 0.17	\$1,785.00
609135A	PAVEMENT MARKINGS (TEMPORARY - PAINT) - 24" WHITE SOLID LINES	290.0	LF	\$ 3.30	\$957.00
6250005	4" WHITE BROKEN LINE - (GAPS EXCLUDED) - FAST DRY PAINT	880.0	LF	\$ 0.28	\$246.40
6250010	4" WHITE SOLID LINE - (PVT. EDGE LINES) - FAST DRY PAINT	1700.0	LF	\$ 0.17	\$289.00

Bid Form for Widening Bluff Road PDT-425-IFB-2016



0.957 LENGTH (MI)

ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
6250015	8" WHITE SOLID LINE - (CROSSWALK & CHANNELIZATION LINES) - FAST DRY PAINT	1945.0	LF	\$ 1.10	\$2,139.50
6250025	24" WHITE SOLID LINE - (STOP/DIAGONAL LINES) - FAST DRY PAINT	430.0	LF	\$ 3.30	\$1,419.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) - FAST DRY PAINT	17.0	EA	\$ 38.50	\$654.50
6250035	WHITE WORD MESSAGE (ONLY) - FAST DRY PAINT	11.0	EA	\$ 55.00	\$605.00
6250040	WHITE COMBINATION ARROW (STR. & RT OR STR. & LT.) - FAST DRY PAINT	1.0	EA	\$ 50.00	\$50.00
6250045	RAILROAD CROSSING SYMBOLS - FAST DRY PAINT	2.0	EA	\$ 275.00	\$550.00
6250105	4" YELLOW BROKEN LINES (GAPS EXC) - FAST DRY PAINT	140.0	LF	\$ 46.20	\$6,468.00
6250110	4" YELLOW SOLID LINES (NO PASSING ZONE) - FAST DRY PAINT	4300.0	LF	\$ 0.17	\$731.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) - THERMO. 90 MIL.	880.0	LF	\$ 0.77	\$677.60
6271010	4" WHITE SOLID LINE - (PVT. EDGE LINES) - THERMO. 90 MIL.	1700.0	LF	\$ 0.50	\$850.00
6271015	8" WHITE SOLID LINES - (CROSSWALK & CHANNELIZATION) - THERMO. 90 MIL.	1945.0	LF	\$ 2.20	\$4,279.00
6271025	24" WHITE SOLID LINES (STOP & DIAG. LINES) - THERMO. 125 MIL.	430.0	LF	\$ 5.60	\$2,398.00
6271030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) - THERMO. 125 MIL.	17.0	EA	\$ 71.50	\$1,215.50
6271035	WHITE WORD MESSAGE (ONLY) - THERMO. 125 MIL.	11.0	EA	\$ 110.00	\$1,210.00
6271040	WHITE COMBINATION ARROW (STR. & RT OR STR. & LT.) - THERMO. 125 MIL.	1.0	EA	\$ 82.50	\$82.50
6271045	RAILROAD CROSSING SYMBOLS - THERMO. 125 MIL.	2.0	EA	\$ 550.00	\$1,100.00
6271064	4" YELLOW BROKEN LINES (GAPS EXC.) - THERMO. 90 MIL.	140.0	LF	\$ 0.77	\$107.80
6271074	4" YELLOW SOLID LINES (PAVEMENT EDGE LINES) - THERMO. 90 MIL.	4300.0	LF	\$ 0.50	\$2,150.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS MONO DIR. 4" X 4"	120.0	EA	\$ 5.50	\$660.00
6301005	PERMANENT YELLOW PAVEMENT MARKERS MONO DIR. 4" X 4"	25.0	EA	\$ 5.50	\$137.50
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI DIR. 4" X 4"	77.0	EA	\$ 5.50	\$423.50
6319505	REMOVAL OF PAVEMENT MARKINGS	9395.0	LF	\$ 1.00	\$9,395.00
6510105	FLAT SHEET, TYPE III, FIXED SIZE & MSG. SIGN	63.0	SF	\$ 17.05	\$1,074.15
6510108	FLAT SHEET, TYPE XI, SIZE DETERMINED BY MSG. OVERHEAD	90.0	SF	\$ 25.00	\$2,250.00
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	147.0	LF	\$ 13.20	\$1,940.40
6750224	4.0" SCHEDULE 40 PVC CONDUIT	30.00	LF	\$ 33.00	\$990.00
675024G	4.0" SCHEDULE 40 PVC CONDUIT - 90 DEGREE BEND	4.00	EA	\$ 365.00	\$1,460.00
6750275	FURNISH & INSTALL 1.0" SCHEDULE 90 PVC CONDUIT	445.0	LF	\$ 16.50	\$7,342.50
6750278	FURNISH & INSTALL 2.0" SCHEDULE 90 PVC CONDUIT	765.0	LF	\$ 16.50	\$12,622.50
675027C	FURNISH & INSTALL 3.0" SCHEDULE 90 PVC CONDUIT	60.0	LF	\$ 27.50	\$1,650.00
6770388	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - (BLACK)	3990.0	LF	\$ 2.35	\$9,376.50
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - (GRAY)	2970.0	LF	\$ 2.42	\$7,187.40
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - (BLACK)	1847.0	LF	\$ 2.35	\$4,340.45
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - (GRAY)	1785.0	LF	\$ 2.50	\$4,462.50
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	6160.0	LF	\$ 0.75	\$4,620.00
6780495	SAW CUT FOR LOOP DETECTOR	2790.0	LF	\$ 5.50	\$15,345.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	1.0	EA	\$ 580.00	\$580.00

Bid Form for Widening Bluff Road PDT-425-IFB-2016



0.557 LENGTH (MI.)

ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
6800518	F&I- 13" X 24" X 18" D. ELEC. FLUSH UNDRD. ENCLOS- (STR. POLY.CONC.) HD	19.0	EA	\$ 550.00	\$10,450.00
6825058	F&I 28" STEEL STRAIN POLE, POLE BANDS & HARDWARE & FOUNDATION	4.0	EA	\$ 7,500.00	\$30,000.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE (SPAN WIRE)	907.0	LF	\$ 5.28	\$4,788.96
6825484	FURNISH & INSTALL 10' BREAK-AWAY ALUM PEDESTAL POLE AND BASE	2.0	EA	\$ 770.00	\$1,540.00
6845511	F&I CONTROLLER AND 332/335 CABINET ASSEMBLY - BASE MOUNTED - INCLUDING FOUNDATION	1.0	EA	\$ 16,500.00	\$16,500.00
6865710	F&I - 12" 1-WAY 5-SECTION (R,Y, YA,G,GA) VEH TRAFFIC SIGNAL	2.0	EA	\$ 1,250.00	\$2,500.00
6865720	F&I - 12" 1-WAY 4-SECTION (RA,+ RA/YA,GA) VEH TRAFFIC SIGNAL	3.0	EA	\$ 1,000.00	\$3,000.00
6865723	F&I - 12" 1-WAY 3-SECTION (RA, YA,YAF) VEH TRAFFIC SIGNAL	16.0	EA	\$ 880.00	\$14,080.00
6865781	F&I - 1 WAY - 1 SECT HAND/MAN EMBLEM PED. SIG. HEAD	16.0	EA	\$ 660.00	\$10,560.00
6865794	F&I - PED PUSH BUTTON STATION ASSEMBLY (9"X15")	16.0	EA	\$ 275.00	\$4,400.00
6865834	BACKPLATE W/ RETROREFL BORDERS FOR TRAFFIC SIGNAL	21.0	EA	\$ 245.00	\$5,145.00
6885982	REMOVE FOUNDATION FOR STEEL STRAIN POLE - 18" BELOW GRADE	1.0	EA	\$ 1,500.00	\$1,500.00
6885990	REMOVAL, SALVAGE & DISP OF EXISTING TRAFFIC SIGNAL EQUIPMENT	2.0	EA	\$ 2,200.00	\$4,400.00
6885992	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	3.0	EA	\$ 5,500.00	\$16,500.00
6885993	TEMPORARY TIMING ADJUSTMENT PER SITE VISIT	3.0	EA	\$ 1,500.00	\$4,500.00
6887951	FURNISH & INSTALL CONCRETE CABINET FOUNDATION	1.0	EA	\$ 1,500.00	\$1,500.00
7141815	36" SMOOTH WALL STL PIPE (TRENCHLESS) COOPER E-80	100.0	LF	\$ 1,550.00	\$155,000.00
7143618	18" SMOOTH WALL PIPE	2148.0	LF	\$ 65.00	\$139,620.00
7143624	24" SMOOTH WALL PIPE	548.0	LF	\$ 75.00	\$41,100.00
7143630	30" SMOOTH WALL PIPE	700.0	LF	\$ 85.00	\$59,500.00
7143636	36" SMOOTH WALL PIPE	596.0	LF	\$ 135.00	\$80,460.00
7143642	42" SMOOTH WALL PIPE	80.0	LF	\$ 150.00	\$12,000.00
7149999	CLEANING EXISTING PIPE	80.0	LF	\$ 25.00	\$1,500.00
7191205	CATCH BASIN - TYPE 9	3.0	EA	\$ 2,200.00	\$6,600.00
7191605	CATCH BASIN - TYPE 15	25.0	EA	\$ 3,850.00	\$96,250.00
7191850	CATCH BASIN - TYPE 18	2.0	EA	\$ 7,000.00	\$14,000.00
7192020	DROP INLET (24" X 36")	7.0	EA	\$ 1,750.00	\$12,250.00
7192105	MANHOLE	8.0	EA	\$ 2,500.00	\$20,000.00
7192275	60" X 60" JUNCTION BOX	1.0	EA	\$ 5,000.00	\$5,000.00
7192285	72" X 72" JUNCTION BOX	1.0	EA	\$ 7,500.00	\$7,500.00
7196000	EXTRA DEPTH OF BOX	55.0	LF	\$ 400.00	\$22,000.00
7196151	CATCH BASIN - TYPE 9 (TOP ONLY)	2.0	EA	\$ 700.00	\$1,400.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL	3793.0	LF	\$ 20.00	\$75,860.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	1760.0	SY	\$ 40.00	\$70,400.00
7204600	CONCRETE SIDEWALK (5" UNIFORM)	20.0	SY	\$ 60.00	\$1,200.00
7204900	DETECTABLE WARNING SURFACE	425.0	SF	\$ 45.00	\$19,125.00
7205000	CONCRETE DRIVEWAY (5" UNIFORM)	225.0	SY	\$ 60.00	\$13,500.00

Bid Form for Widening Bluff Road PDT-425-IFB-2016



0.557 LENGTH (MI)

ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
7206000	CONCRETE MEDIAN	34.0	SY	\$ 60.00	\$2,040.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	850.0	SY	\$ 140.00	\$119,000.00
8063300	72" CHAIN LINK FENCE	1097.0	LF	\$ 30.00	\$32,910.00
8081000	MOVE ITEM # 1 (3 MAST FLAG POLE)	1.0	LS	\$ 4,200.00	\$4,200.00
8081000	MOVE ITEM # 2 (SLIDING METAL ENTRANCE GATE)	1.0	LS	\$ 2,200.00	\$2,200.00
8081000	MOVE ITEM # 3 (SLIDING METAL ENTRANCE GATE)	1.0	LS	\$ 2,200.00	\$2,200.00
8081000	MOVE ITEM # 4 (PYLON SIGN)	1.0	LS	\$ 3,000.00	\$3,000.00
8081000	MOVE ITEM # 5 (WROUGHT IRON FENCE)	1.0	LS	\$ 20,000.00	\$20,000.00
8081000	MOVE ITEM # 6 (FLAG POLES)	1.0	LS	\$ 3,000.00	\$3,000.00
8081000	MOVE ITEM # 7 (WROUGHT IRON FENCE)	1.0	LS	\$ 5,000.00	\$5,000.00
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	35.0	EA	\$ 185.00	\$5,775.00
8091050	RIGHT OF WAY PLAT	1.0	LS	\$ 2,500.00	\$2,500.00
8100100	PERMANENT COVER	0.5	ACRE	\$ 5,500.00	\$2,805.00
8100200	TEMPORARY COVER	1.0	ACRE	\$ 2,200.00	\$2,200.00
8104005	FERTILIZER (NITROGEN)	50.0	LB	\$ 4.40	\$220.00
8104010	FERTILIZER (PHOSPHORIC ACID)	50.0	LB	\$ 4.40	\$220.00
8104015	FERTILIZER (POTASH)	50.0	LB	\$ 4.40	\$220.00
8105005	AGRICULTURAL GRANULAR LIME	1000.0	LB	\$ 0.60	\$600.00
8109901	MOWING	3.00	ACRE	\$ 375.00	\$1,125.00
8131000	SODDING	1.00	MSY	\$ 12,000.00	\$12,000.00
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) - TYPE 1	1.00	ACRE	\$ 1,500.00	\$1,500.00
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	320.0	LF	\$ 12.50	\$4,000.00
8152008	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	50.0	LF	\$ 12.00	\$600.00
8153000	SILT FENCE	4200.0	LF	\$ 4.00	\$16,800.00
8153090	REPLACE/REPAIR SILT FENCE	420.0	LF	\$ 5.00	\$2,100.00
8154050	REMOVE SILT RETAINED BY SILT FENCE	1050.0	LF	\$ 6.00	\$6,300.00
8154155	INLET FILTER CLEANING	95.0	EA	\$ 110.00	\$10,450.00
8156215	INLET STRUCTURE FILTER - TYPE D2	10.0	EA	\$ 450.00	\$4,500.00
8156217	FILTER MATERIAL FOR INLET STRUCTURE FILTER - TYPE D2	10.0	EA	\$ 250.00	\$2,500.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	550.0	SY	\$ 15.00	\$8,250.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	72.0	SF	\$ 45.00	\$3,240.00
	TOTAL - DIRECT CONSTRUCTION				\$5,014,290.88

Contractor: Carroll, Inc.
 Signature and Title: [Signature] President
 Printed Name and Title: John Jordan, President

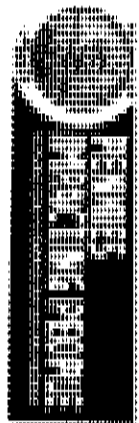
Bid Form for Widening Bluff Road PDT-425-IFB-2016



0.557 LENGTH (MI)

ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
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Date: 9/7/16



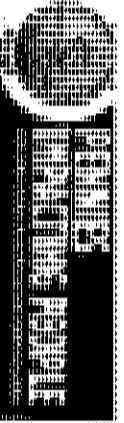
Pre-Bid Meeting

Project: Bluff Road Widening Phase I

Date: 08/17/2016

Meeting Time: 10:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Dale Collier	Richland PDT	dcollier@richlandpenny.com	(803) 919-6258
Janet Jones	Richland PDT	JJONES@richlandpenny.com	(803) 726-6160
Tim Campbell	CONTECH	TCAMPBELL@CONTECHES.COM	803.246.4274
Kevin MUMER	PARISH & PARTNERS	KMUMER@PARISHANDPARTNERS.COM	803-978-9772
Jayson Audette	SCOT. DBE	Audette@scotdb.com	803.737.1181
David Atkinson	Holt	dlatkinson@holtconsulting.co.com	803-908-9605
Mendell Powell	Strom	Powell@stromc.net	960-8177
Amanda Rice	PBT	arice@richlandpenny.com	803-726-3573
Shawn Salley	Richland County	SalleySZ@rrgov.us	726-6149
Brian King	Richland PDT	bking@richlandpenny.com	(803) 351-5289



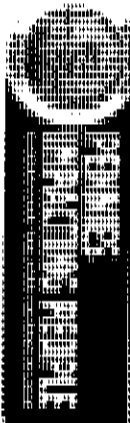
Pre-Bid Meeting

Project: Bluff Road Widening Phase I

Date: 08/17/2016

Meeting Time: 10:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
David Jensen	C. R. Jensen, Inc	RTJENSEN@RIJENSEN.COM	750-6070
EDDIE LOWE	McWINE DUCTILE	EDDIE.LOWE@MCWINEDUCTILE.COM	410-258-5458
James Gregory	Cherokee Inc	greggry@cherokee-ec.com	803-976-9274
Chris Kelly	SCDOT	kelly.cs@scdot.org	803-786-0706
Jennifer Bryant	Richland Penny Program	jbryant@richlandpenny.com	726-6146
Randy Roberts	Richland Penny	PROBERTS@RICHLANDPENNY.COM	726-6165
Sony Zimmerman	PDT	stzimmerman@richlandpenny.com	726-6162
GERALD WALKER	RICHLAND PDT	gwalker@richlandpenny.com	726-6157
David West	Richland PDT	dwest@richlandpenny.com	726-6159
Anthony Shuler	DESA	ashuler@desainc.com	743-1147



Pre-Bid Meeting

Project: Bluff Road Widening Phase I

Date: 08/17/2016

Meeting Time: 10:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Karen Gambrell	Richland PDT	kgambrell@richlandpenny.com	726 6166
Jane Plante	AAS Specialty Contractors	muke@aassc.org jane@aassc.org	798 6831 730 6906

BLUFF ROAD WIDENING - PHASE 1



ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	ENGINEER'S ESTIMATE		CHEROKEE, INC.		C.R. JACKSON, INC.		AOS SPECIALTY CONTRACTORS, INC.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
		0.557									
1031000	MOBILIZATION	1.0	LS			\$ 250,000.00	\$ 250,000.00	\$ 300,000.00	\$ 300,000.00	\$ 532,424.07	\$ 532,424.07
1032010	BONDS AND INSURANCE	1.0	LS			\$ 125,000.00	\$ 125,000.00	\$ 110,000.00	\$ 110,000.00	\$ 258,329.52	\$ 258,329.52
1050800	CONSTRUCTION STAKES, LINES & GRADES	1.0	EA			\$ 75,000.00	\$ 75,000.00	\$ 50,000.00	\$ 50,000.00	\$ 49,200.00	\$ 49,200.00
1052000	UTILITY RELOCATION NO.1	1.0	EA			\$ 375,000.00	\$ 375,000.00	\$ 394,998.00	\$ 394,998.00	\$ 385,876.83	\$ 385,876.83
1052000	UTILITY RELOCATION NO.2	1.0	EA			\$ 955,000.00	\$ 955,000.00	\$ 867,090.00	\$ 867,090.00	\$ 1,053,433.50	\$ 1,053,433.50
1071000	TRAFFIC CONTROL	1.0	LS			\$ 250,000.00	\$ 250,000.00	\$ 450,000.00	\$ 450,000.00	\$ 625,325.85	\$ 625,325.85
1080300	CPM PROGRESS SCHEDULE	1.0	LS			\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,300.00	\$ 12,300.00
1090200	CONTRACTOR PREPARED AS-BUILT PLANS	1.0	LS			\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,300.00	\$ 12,300.00
2012000	CLEARING AND GRUBBING WITHIN RDWY	1.0	LS			\$ 250,000.00	\$ 250,000.00	\$ 905,000.00	\$ 905,000.00	\$ 184,500.00	\$ 184,500.00
2023000	REMOVAL AND DISPOSAL OF EXISTING PAVEMENT	325.0	SY			\$ 20.00	\$ 6,500.00	\$ 35.00	\$ 11,375.00	\$ 43.05	\$ 13,991.25
2027801	REMOVAL OF EXISTING GUARDRAIL	104.0	LF			\$ 10.00	\$ 1,040.00	\$ 20.00	\$ 2,080.00	\$ 12.30	\$ 1,279.20
2031000	UNCLASSIFIED EXCAVATION	95.0	CY			\$ 125.00	\$ 11,875.00	\$ 250.00	\$ 23,750.00	\$ 43.05	\$ 4,089.75
2033000	BORROW EXCAVATION	3198.0	CY			\$ 25.00	\$ 79,950.00	\$ 30.00	\$ 95,940.00	\$ 30.75	\$ 98,338.50
2034518	18" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	2148.0	LF			\$ 40.00	\$ 85,920.00	\$ 30.00	\$ 64,440.00	\$ 27.06	\$ 58,124.88
2034524	24" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	548.0	LF			\$ 50.00	\$ 27,400.00	\$ 35.00	\$ 19,180.00	\$ 61.50	\$ 33,702.00
2034530	30" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	700.0	LF			\$ 55.00	\$ 38,500.00	\$ 46.00	\$ 32,200.00	\$ 92.25	\$ 64,575.00
2034536	36" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	596.0	LF			\$ 70.00	\$ 41,720.00	\$ 50.00	\$ 29,800.00	\$ 123.00	\$ 73,308.00
2034542	42" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	80.0	LF			\$ 85.00	\$ 6,800.00	\$ 55.00	\$ 4,400.00	\$ 153.75	\$ 12,300.00
2081001	FINE GRADING	4355.0	SY			\$ 10.00	\$ 43,550.00	\$ 20.00	\$ 87,100.00	\$ 4.92	\$ 21,426.60
2103000	FLOWABLE FILL	1310.00	CY			\$ 125.00	\$ 163,750.00	\$ 200.00	\$ 262,000.00	\$ 123.00	\$ 161,130.00
3069900	MAINTENANCE STONE	105.0	TON			\$ 35.00	\$ 3,675.00	\$ 40.00	\$ 4,200.00	\$ 61.50	\$ 6,457.50
3100310	HOT MIX ASPHALT BASE COURSE -TYPE A	742.0	TON			\$ 91.75	\$ 68,078.50	\$ 92.00	\$ 68,264.00	\$ 102.57	\$ 76,106.94
4011004	LIQUID ASPHALT BINDER PG64-22	343.00	TON			\$ 512.00	\$ 175,616.00	\$ 512.00	\$ 175,616.00	\$ 572.55	\$ 196,384.65
4012060	FULL DEPTH ASPHALT PATCHING 6" UNIFORM	1715.00	SY			\$ 57.00	\$ 97,755.00	\$ 57.00	\$ 97,755.00	\$ 63.58	\$ 109,039.70
4013200	MILLING EXISTING ASPHALT PAVEMENT 2.0"	2762.00	SY			\$ 4.00	\$ 11,048.00	\$ 4.00	\$ 11,048.00	\$ 4.49	\$ 12,401.38
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	2300.00	SY			\$ 10.20	\$ 23,460.00	\$ 10.00	\$ 23,000.00	\$ 11.41	\$ 26,243.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE -TYPE B	3841.00	TON			\$ 77.00	\$ 295,757.00	\$ 77.00	\$ 295,757.00	\$ 86.19	\$ 331,055.79
4030320	HOT MIX ASPHALT SURFACE COURSE -TYPE B	1693.00	TON			\$ 77.00	\$ 130,361.00	\$ 74.00	\$ 125,282.00	\$ 82.37	\$ 139,452.41
5029000	PORTLAND CEMENT CONCRETE (SPECIAL USE)	60.00	CY			\$ 250.00	\$ 15,000.00	\$ 300.00	\$ 18,000.00	\$ 1,845.00	\$ 110,700.00
6020005	PERM. CONS SIGNS (GRND MOUNTED)	500.0	SF			\$ 8.50	\$ 4,250.00	\$ 8.25	\$ 4,125.00	\$ 6.77	\$ 3,385.00

Sales Tax Transportation Improvement Program

Bid Tabs

Sept. 7, 2016

6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR - 4" X 4"	80.0	EA	\$	5.50	\$	440.00	\$	8.00	\$	640.00	\$	22.14	\$	1,771.20
609105A	PAVEMENT MARKINGS (TEMPORARY - PAINT) - 4" WHITE BROKEN LINES	500.0	LF	\$	0.28	\$	140.00	\$	0.15	\$	75.00	\$	0.37	\$	185.00
609115A	PAVEMENT MARKINGS (TEMPORARY - PAINT) - 4" WHITE SOLID LINES	5760.0	LF	\$	0.17	\$	979.20	\$	0.15	\$	864.00	\$	0.20	\$	1,152.00
609115B	PAVEMENT MARKINGS (TEMPORARY - PAINT) - 4" YELLOW SOLID LINES	10500.0	LF	\$	0.17	\$	1,785.00	\$	0.15	\$	1,575.00	\$	0.20	\$	2,100.00
609135A	PAVEMENT MARKINGS (TEMPORARY - PAINT) - 24" WHITE SOLID LINES	290.0	LF	\$	3.30	\$	957.00	\$	3.00	\$	870.00	\$	2.46	\$	713.40
6250005	4" WHITE BROKEN LINE - (GAPS EXCLUDED) - FAST DRY PAINT	880.0	LF	\$	0.28	\$	246.40	\$	0.15	\$	132.00	\$	0.37	\$	325.60
6250010	4" WHITE SOLID LINE - (PVT. EDGE LINES) - FAST DRY PAINT	1700.0	LF	\$	0.17	\$	289.00	\$	0.15	\$	255.00	\$	0.20	\$	340.00
6250015	8" WHITE SOLID LINE - (CROSSWALK & CHANNELIZATION LINES) - FAST DRY PAINT	1945.0	LF	\$	1.10	\$	2,139.50	\$	0.50	\$	972.50	\$	0.49	\$	953.05
6250025	24" WHITE SOLID LINE - (STOP/DIAGONAL LINES) - FAST DRY PAINT	430.0	LF	\$	3.30	\$	1,419.00	\$	3.00	\$	1,290.00	\$	2.46	\$	1,057.80
6250030	WHITE SINGLE ARROW (LEFT,STRAIGHT, RIGHT) - FAST DRY PAINT	17.0	EA	\$	38.50	\$	654.50	\$	30.00	\$	510.00	\$	24.60	\$	418.20
6250035	WHITE WORD MESSAGE (ONLY) - FAST DRY PAINT	11.0	EA	\$	55.00	\$	605.00	\$	50.00	\$	550.00	\$	49.20	\$	541.20
6250040	WHITE COMBINATION ARROW (STR. & RT OR STR. & LT.) - FAST DRY PAINT	1.0	EA	\$	50.00	\$	50.00	\$	60.00	\$	60.00	\$	49.20	\$	49.20
6250045	RAILROAD CROSSING SYMBOLS - FAST DRT PAINT	2.0	EA	\$	275.00	\$	550.00	\$	150.00	\$	300.00	\$	184.50	\$	369.00
6250105	4" YELLOW BROKEN LINES (GAPS EXC) - FAST DRY PAINT	140.0	LF	\$	46.20	\$	6,468.00	\$	0.15	\$	21.00	\$	0.37	\$	51.80
6250110	4" YELLOW SOLID LINES (NO PASSING ZONE) - FAST DRY PAINT	4300.0	LF	\$	0.17	\$	731.00	\$	0.15	\$	645.00	\$	0.20	\$	860.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) - THERMO. 90 MIL.	880.0	LF	\$	0.77	\$	677.60	\$	0.70	\$	616.00	\$	1.85	\$	1,628.00
6271010	4" WHITE SOLID LINE - (PVT. EDGE LINES) - THERMO. 90 MIL.	1700.0	LF	\$	0.50	\$	850.00	\$	0.45	\$	765.00	\$	1.54	\$	2,618.00
6271015	8" WHITE SOLID LINES - (CROSSWALK & CHANNELIZATION) - THERMO. 90 MIL.	1945.00	LF	\$	2.20	\$	4,279.00	\$	2.00	\$	3,890.00	\$	3.38	\$	6,574.10
6271025	24" WHITE SOLID LINES (STOP & DIAG. LINES) - THERMO. 125 MIL.	430.0	LF	\$	6.60	\$	2,838.00	\$	3.00	\$	1,290.00	\$	11.69	\$	5,026.70
6271030	WHITE SINGLE ARROW (LEFT,STRAIGHT, RIGHT) - THERMO. 125 MIL.	17.0	EA	\$	71.50	\$	1,215.50	\$	65.00	\$	1,105.00	\$	123.00	\$	2,091.00
6271035	WHITE WORD MESSAGE (ONLY) - THERMO. 125 MIL.	11.0	EA	\$	110.00	\$	1,210.00	\$	100.00	\$	1,100.00	\$	184.50	\$	2,029.50
6271040	WHITE COMBINATION ARROW (STR. & RT OR STR. & LT.) - THERMO. 125 MIL	1.0	EA	\$	82.50	\$	82.50	\$	75.00	\$	75.00	\$	184.50	\$	184.50
6271045	RAILROAD CROSSING SYMBOLS - THERMO. 125 MIL	2.0	EA	\$	550.00	\$	1,100.00	\$	500.00	\$	1,000.00	\$	553.50	\$	1,107.00
6271064	4" YELLOW BROKEN LINES (GAPS EXC.) - THERMO. 90 MIL.	140.0	LF	\$	0.77	\$	107.80	\$	0.70	\$	98.00	\$	1.85	\$	259.00
6271074	4" YELLOW SOLID LINES (PAVEMENT EDGE LINES) - THERMO. 90 MIL.	4300.00	LF	\$	0.50	\$	2,150.00	\$	0.45	\$	1,935.00	\$	1.23	\$	5,289.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS MONO DIR. 4" X 4"	120.0	EA	\$	5.50	\$	660.00	\$	5.00	\$	600.00	\$	22.14	\$	2,656.80
6301005	PERMANENT YELLOW PAVEMENT MARKERS MONO DIR. 4" X 4"	25.0	EA	\$	5.50	\$	137.50	\$	5.00	\$	125.00	\$	22.14	\$	553.50
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI DIR. 4" X 4"	77.0	EA	\$	5.50	\$	423.50	\$	5.00	\$	385.00	\$	22.14	\$	1,704.78
6319505	REMOVAL OF PAVEMENT MARKINGS	9395.0	LF	\$	1.00	\$	9,395.00	\$	2.00	\$	18,790.00	\$	0.85	\$	7,985.75
6510105	FLAT SHEET, TYPE III, FIXED SIZE & MSG. SIGN	63.00	SF	\$	17.05	\$	1,074.15	\$	15.50	\$	976.50	\$	20.91	\$	1,317.33
6510108	FLAT SHEET, TYPE XI, SIZE DETERMINED BY MSG., OVERHEAD	90.00	SF	\$	25.00	\$	2,250.00	\$	22.00	\$	1,980.00	\$	49.20	\$	4,428.00
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	147.00	LF	\$	13.20	\$	1,940.40	\$	12.00	\$	1,764.00	\$	8.61	\$	1,265.67
6750224	4.0" SCHEDULE 40 PVC CONDUIT	30.00	LF	\$	33.00	\$	990.00	\$	16.00	\$	480.00	\$	19.68	\$	590.40
675024G	4.0" SCHEDULE 40 PVC CONDUIT - 90 DEGREE BEND	4.00	EA	\$	385.00	\$	1,540.00	\$	100.00	\$	400.00	\$	49.20	\$	196.80
6750275	FURNISH & INSTALL 1.0" SCHEDULE 80 PVC CONDUIT	445.00	LF	\$	16.50	\$	7,342.50	\$	10.00	\$	4,450.00	\$	9.84	\$	4,378.80
6750278	FURNISH & INSTALL 2.0" SCHEDULE 80 PVC CONDUIT	765.0	LF	\$	16.50	\$	12,622.50	\$	11.00	\$	8,415.00	\$	11.07	\$	8,468.55

Sales Tax Transportation Improvement Program

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675027C	FURNISH & INSTALL 3.0" SCHEDULE 80 PVC CONDUIT	60.0	LF	\$ 27.50	\$ 1,650.00	\$ 16.00	\$ 960.00	\$ 15.99	\$ 959.40
6770388	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - (BLACK)	3990.0	LF	\$ 2.35	\$ 9,376.50	\$ 1.90	\$ 7,581.00	\$ 2.46	\$ 9,815.40
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - (GRAY)	2970.0	LF	\$ 2.42	\$ 7,187.40	\$ 2.20	\$ 6,534.00	\$ 2.46	\$ 7,306.20
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - (BLACK)	1847.0	LF	\$ 2.35	\$ 4,340.45	\$ 2.10	\$ 3,878.70	\$ 2.77	\$ 5,116.19
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - (GRAY)	1785.0	LF	\$ 2.50	\$ 4,462.50	\$ 2.25	\$ 4,016.25	\$ 2.77	\$ 4,944.45
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	6160.0	LF	\$ 0.75	\$ 4,620.00	\$ 0.50	\$ 3,080.00	\$ 0.55	\$ 3,388.00
6780495	SAW CUT FOR LOOP DETECTOR	2790.0	LF	\$ 5.50	\$ 15,345.00	\$ 5.50	\$ 15,345.00	\$ 7.69	\$ 21,455.10
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	1.0	EA	\$ 880.00	\$ 880.00	\$ 800.00	\$ 800.00	\$ 891.75	\$ 891.75
6800518	F&I- 13" X 24" X 18" D. ELEC. FLUSH UNDRD. ENCLOS- (STR. POLY.CONC.) HD	19.0	EA	\$ 550.00	\$ 10,450.00	\$ 500.00	\$ 9,500.00	\$ 430.50	\$ 8,179.50
682505B	F&I 28' STEEL STRAIN POLE, POLE BANDS & HARDWARE & FOUNDATION	4.0	EA	\$ 7,500.00	\$ 30,000.00	\$ 6,800.00	\$ 27,200.00	\$ 6,888.00	\$ 27,552.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE (SPAN WIRE)	907.0	LF	\$ 5.28	\$ 4,788.96	\$ 4.80	\$ 4,353.60	\$ 6.46	\$ 5,859.22
6825484	FURNISH & INSTALL 10' BREAK-AWAY ALUM PEDESTAL POLE AND BASE	2.0	EA	\$ 770.00	\$ 1,540.00	\$ 700.00	\$ 1,400.00	\$ 768.75	\$ 1,537.50
6845511	F&I CONTROLLER AND 332/336 CABINET ASSEMBLY - BASE MOUNTED - INCLUDING FOUNDATION	1.0	EA	\$ 16,500.00	\$ 16,500.00	\$ 12,200.00	\$ 12,200.00	\$ 15,990.00	\$ 15,990.00
6865710	F&I - 12" 1-WAY 5-SECTION (R,Y,YA,G,GA) VEH TRAFFIC SIGNAL	2.0	EA	\$ 1,250.00	\$ 2,500.00	\$ 1,100.00	\$ 2,200.00	\$ 1,199.25	\$ 2,398.50
6865720	F&I - 12" 1-WAY 4-SECTION (RA,+ RA/YA,GA) VEH TRAFFIC SIGNAL	3.0	EA	\$ 1,000.00	\$ 3,000.00	\$ 900.00	\$ 2,700.00	\$ 922.50	\$ 2,767.50
6865723	F&I - 12" 1-WAY 3-SECTION (RA, YA,YAF) VEH TRAFFIC SIGNAL	16.0	EA	\$ 880.00	\$ 14,080.00	\$ 700.00	\$ 11,200.00	\$ 738.00	\$ 11,808.00
6865781	F&I - 1 WAY - 1 SECT. HAND/MAN EMBLEM PED. SIG. HEAD	16.0	EA	\$ 660.00	\$ 10,560.00	\$ 600.00	\$ 9,600.00	\$ 676.50	\$ 10,824.00
6865794	F&I - PED PUSH BUTTON STATION ASSEMBLY (9"X15")	16.0	EA	\$ 275.00	\$ 4,400.00	\$ 250.00	\$ 4,000.00	\$ 369.00	\$ 5,904.00
6865834	BACKPLATE W/ RETROREFL. BORDERS FOR TRAFFIC SIGNAL	21.0	EA	\$ 245.00	\$ 5,145.00	\$ 220.00	\$ 4,620.00	\$ 178.35	\$ 3,745.35
6885982	REMOVE FOUNDATION FOR STEEL STRAIN POLE - 18" BELOW GRADE	1.0	EA	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,476.00	\$ 1,476.00
6885990	REMOVAL, SALVAGE & DISP OF EXISTING TRAFFIC SIGNAL EQUIPMENT	2.0	EA	\$ 2,200.00	\$ 4,400.00	\$ 1,000.00	\$ 2,000.00	\$ 861.00	\$ 1,722.00
6885992	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	3.0	EA	\$ 5,500.00	\$ 16,500.00	\$ 5,000.00	\$ 15,000.00	\$ 2,460.00	\$ 7,380.00
6885993	TEMPORARY TIMING ADJUSTMENT PER SITE VISIT	3.0	EA	\$ 1,500.00	\$ 4,500.00	\$ 1,200.00	\$ 3,600.00	\$ 369.00	\$ 1,107.00
6887951	FURNISH & INSTALL CONCRETE CABINET FOUNDATION	1.0	EA	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 984.00	\$ 984.00
7141815	36" SMOOTH WALL STL PIPE (TRENCHLESS) COOPER E-80	100.0	LF	\$ 1,550.00	\$ 155,000.00	\$ 1,400.00	\$ 140,000.00	\$ 1,722.00	\$ 172,200.00
7143618	18" SMOOTH WALL PIPE	2148.0	LF	\$ 65.00	\$ 139,620.00	\$ 115.00	\$ 247,020.00	\$ 127.42	\$ 273,698.16
7143624	24" SMOOTH WALL PIPE	548.0	LF	\$ 75.00	\$ 41,100.00	\$ 130.00	\$ 71,240.00	\$ 236.32	\$ 129,503.36
7143630	30" SMOOTH WALL PIPE	700.0	LF	\$ 85.00	\$ 59,500.00	\$ 180.00	\$ 126,000.00	\$ 312.00	\$ 218,400.00
7143636	36" SMOOTH WALL PIPE	596.0	LF	\$ 135.00	\$ 80,460.00	\$ 185.00	\$ 110,260.00	\$ 405.62	\$ 241,749.52
7143642	42" SMOOTH WALL PIPE	80.0	LF	\$ 150.00	\$ 12,000.00	\$ 196.00	\$ 15,680.00	\$ 508.61	\$ 40,688.80
7149999	CLEANING EXISTING PIPE	60.0	LF	\$ 25.00	\$ 1,500.00	\$ 100.00	\$ 6,000.00	\$ 36.94	\$ 2,216.40
7191205	CATCH BASIN - TYPE 9	3.0	EA	\$ 2,200.00	\$ 6,600.00	\$ 3,100.00	\$ 9,300.00	\$ 5,883.00	\$ 17,649.00
7191605	CATCH BASIN - TYPE 16	25.0	EA	\$ 3,850.00	\$ 96,250.00	\$ 4,900.00	\$ 122,500.00	\$ 6,540.13	\$ 163,503.25
7191650	CATCH BASIN - TYPE 18	2.0	EA	\$ 7,000.00	\$ 14,000.00	\$ 8,000.00	\$ 16,000.00	\$ 7,167.64	\$ 14,335.28
7192020	DROP INLET (24" X 36")	7.0	EA	\$ 1,750.00	\$ 12,250.00	\$ 2,500.00	\$ 17,500.00	\$ 5,983.95	\$ 41,887.65
7192105	MANHOLE	8.0	EA	\$ 2,500.00	\$ 20,000.00	\$ 3,100.00	\$ 24,800.00	\$ 6,858.97	\$ 54,871.76

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7192275	60" X 60" JUNCTION BOX	1.0	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,900.00	\$ 4,900.00	\$ 9,003.58	\$ 9,003.58
7192285	72" X 72" JUNCTION BOX	1.0	EA	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 9,973.31	\$ 9,973.31
7196000	EXTRA DEPTH OF BOX	55.0	LF	\$ 400.00	\$ 22,000.00	\$ 450.00	\$ 24,750.00	\$ 599.85	\$ 32,991.75
7196151	CATCH BASIN - TYPE 9 (TOP ONLY)	2.0	EA	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 2,422.92	\$ 4,845.84
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL	3793.0	LF	\$ 20.00	\$ 75,860.00	\$ 15.00	\$ 56,895.00	\$ 23.37	\$ 88,642.41
7204100	CONCRETE SIDEWALK (4" UNIFORM)	1760.0	SY	\$ 40.00	\$ 70,400.00	\$ 45.00	\$ 79,200.00	\$ 56.58	\$ 99,580.80
7204600	CONCRETE SIDEWALK (6" UNIFORM)	20.0	SY	\$ 60.00	\$ 1,200.00	\$ 59.85	\$ 1,197.00	\$ 114.39	\$ 2,287.80
7204900	DETECTABLE WARNING SURFACE	425.0	SF	\$ 45.00	\$ 19,125.00	\$ 50.00	\$ 21,250.00	\$ 59.04	\$ 25,092.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	225.0	SY	\$ 60.00	\$ 13,500.00	\$ 59.85	\$ 13,466.25	\$ 87.33	\$ 19,649.25
7206000	CONCRETE MEDIAN	34.0	SY	\$ 60.00	\$ 2,040.00	\$ 122.50	\$ 4,165.00	\$ 114.39	\$ 3,889.26
7209000	PEDESTRIAN RAMP CONSTRUCTION	850.0	SY	\$ 140.00	\$ 119,000.00	\$ 160.00	\$ 136,000.00	\$ 99.63	\$ 84,685.50
8063300	72" CHAIN LINK FENCE	1097.0	LF	\$ 30.00	\$ 32,910.00	\$ 33.73	\$ 37,001.81	\$ 18.45	\$ 20,239.65
8081000	MOVE ITEM # 1 (3 MAST FLAG POLE)	1.0	EA	\$ 4,200.00	\$ 4,200.00	\$ 4,500.00	\$ 4,500.00	\$ 6,150.00	\$ 6,150.00
8081000	MOVE ITEM # 2 (SLIDING METAL ENTRANCE GATE)	1.0	EA	\$ 2,200.00	\$ 2,200.00	\$ 11,800.00	\$ 11,800.00	\$ 3,075.00	\$ 3,075.00
8081000	MOVE ITEM # 3 (SLIDING METAL ENTRANCE GATE)	1.0	EA	\$ 2,200.00	\$ 2,200.00	\$ 11,800.00	\$ 11,800.00	\$ 3,075.00	\$ 3,075.00
8081000	MOVE ITEM # 4 (PYLON SIGN)	1.0	EA	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00	\$ 3,075.00	\$ 3,075.00
8081000	MOVE ITEM # 5 (198' WROUGHT IRON FENCE)	1.0	EA	\$ 20,000.00	\$ 20,000.00	\$ 31,000.00	\$ 31,000.00	\$ 20,044.08	\$ 20,044.08
8081000	MOVE ITEM # 6 (2 FLAG POLES)	1.0	EA	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,230.00	\$ 1,230.00
8081000	MOVE ITEM # 7 (45' WROUGHT IRON FENCE)	1.0	EA	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 4,556.92	\$ 4,556.92
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	35.0	EA	\$ 165.00	\$ 5,775.00	\$ 65.00	\$ 2,275.00	\$ 104.55	\$ 3,659.25
8091050	RIGHT OF WAY PLAT	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 480.00	\$ 480.00	\$ 6,150.00	\$ 6,150.00
8100100	PERMANENT COVER	0.51	ACRE	\$ 5,500.00	\$ 2,805.00	\$ 4,900.00	\$ 2,499.00	\$ 1,230.00	\$ 627.30
8100200	TEMPORARY COVER	1.00	ACRE	\$ 2,200.00	\$ 2,200.00	\$ 2,000.00	\$ 2,000.00	\$ 1,230.00	\$ 1,230.00
8104005	FERTILIZER (NITROGEN)	50.00	LB	\$ 4.40	\$ 220.00	\$ 4.00	\$ 200.00	\$ 1.23	\$ 61.50
8104010	FERTILIZER (PHOSPHORIC ACID)	50.00	LB	\$ 4.40	\$ 220.00	\$ 4.00	\$ 200.00	\$ 1.23	\$ 61.50
8104015	FERTILIZER (POTASH)	50.00	LB	\$ 4.40	\$ 220.00	\$ 4.00	\$ 200.00	\$ 1.23	\$ 61.50
8105005	AGRICULTURAL GRANULAR LIME	1000.00	LB	\$ 0.60	\$ 600.00	\$ 0.55	\$ 550.00	\$ 2.46	\$ 2,460.00
8109901	MOWING	3.00	ACRE	\$ 375.00	\$ 1,125.00	\$ 800.00	\$ 2,400.00	\$ 430.50	\$ 1,291.50
8131000	SODDING	1.00	MSY	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00	\$ 9,225.00	\$ 9,225.00
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) - TYPE 1	1.00	ACRE	\$ 1,500.00	\$ 1,500.00	\$ 1,150.00	\$ 1,150.00	\$ 5,357.88	\$ 5,357.88
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	320.0	LF	\$ 12.50	\$ 4,000.00	\$ 20.00	\$ 6,400.00	\$ 12.30	\$ 3,936.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	50.0	LF	\$ 12.00	\$ 600.00	\$ 15.00	\$ 750.00	\$ 12.30	\$ 615.00
8153000	SILT FENCE	4200.0	LF	\$ 4.00	\$ 16,800.00	\$ 2.30	\$ 9,660.00	\$ 6.15	\$ 25,830.00
8153090	REPLACE/REPAIR SILT FENCE	420.0	LF	\$ 5.00	\$ 2,100.00	\$ 4.50	\$ 1,890.00	\$ 4.92	\$ 2,066.40
8154050	REMOVE SILT RETAINED BY SILT FENCE	1050.0	LF	\$ 6.00	\$ 6,300.00	\$ 25.00	\$ 26,250.00	\$ 2.46	\$ 2,583.00
8154155	INLET FILTER CLEANING	95.0	EA	\$ 110.00	\$ 10,450.00	\$ 250.00	\$ 23,750.00	\$ 184.50	\$ 17,527.50

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8156215	INLET STRUCTURE FILTER - TYPE D2	10.0	EA		\$ 450.00	\$ 4,500.00	\$ 600.00	\$ 6,000.00	\$ 430.50	\$ 4,305.00
8156217	FILTER MATERIAL FOR INLET STRUCTURE FILTER - TYPE D2	10.0	EA		\$ 250.00	\$ 2,500.00	\$ 300.00	\$ 3,000.00	\$ 184.50	\$ 1,845.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	550.0	SY		\$ 15.00	\$ 8,250.00	\$ 15.00	\$ 8,250.00	\$ 12.30	\$ 6,765.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	72.0	SF		\$ 45.00	\$ 3,240.00	\$ 45.00	\$ 3,240.00	\$ 24.60	\$ 1,771.20
	Total			TOTAL	\$ 4,997,439.43	\$ 5,014,290.86	\$ 6,274,236.61	\$ 6,274,236.61	\$ 6,811,752.87	\$ 6,811,752.87

[Print this page](#)

Board: Commercial Contractors

CHEROKEE INC
6928 CHEVAL ST
COLUMBIA, SC 29209
(803) 776-4870

License number: 12263
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2016
First Issuance Date: 01/01/1992
Classification: AP5 CP5 GD5 HI5 RR5 WL5
President / Owner: JOHN R JORDAN JR

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises
JAMES K GREGORY - (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders	View Other License for this Person
No Orders Found	

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning..... AC
Boiler Installation..... BL	Electrical..... EL
Boring & Tunneling (no technical exam) BT	Heating..... HT
Bridges..... BR	Lightning Protection LP
Building (BD, LB, UB) *..... BD	Packaged Equipment..... PK
Concrete..... CT	Plumbing..... PB
Concrete Paving CP	Pressure and Process Piping ****..... 1P/2P
General Roofing..... GR	Refrigeration..... RG
Glass & Glazing GG	
Grading GD	
Highway **..... HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam)..... IR	
Marine..... MR	
Masonry (no technical exam)..... MS	
Pipelines..... PL	
Pre-Engineered Metal Buildings..... MB	
Public Electrical Utility ***..... 1U/2U	
Railroad (no technical exam)..... RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants..... WP	
Wood Frame Structures..... WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS***

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016

DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITTAL SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Disadvantaged Business Enterprises (DBE) Supplemental Specification" included in this proposal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. FOR DESIGN BUILD PROJECTS, FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN SANCTION IN ACCORDANCE WITH PART B OF THE DBE SUPPLEMENTAL SPECIFICATIONS.

1 Name & Address of DBE's (Subcontractor or Supplier)	2 Percent	3 Description of Work and Approximate Quantity (show percent when appropriate)				5 Dollar Value
		Item	Qty.	Unit	4 Unit Price	
L. H. Barrier & Son Lexington, SC	0.5	Hauling Asphalt	9000	TNS	5.00	45,000
EMC Concrete Contracting, LLC 416 Millenbach St. Columbia, SC 29229		See attached				Total 268,277
Herndon, Inc. PO Box 36 Lugoff SC 29078		See attached				Total 34,619.00
Wilson Brothers, Inc. PO Box 673, Horse Path, SC	9	See attached				Total 475,798.25

BASED ON THE ABOVE, BIDDER'S TOTAL COMMITTAL FOR THIS CONTRACT: 10 %

THE CONTRACT DBE GOAL LISTED IN PART A OF THE SUPPLEMENTAL SPECIFICATION: 10 %

- 1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- 2 Percent – show percent of total contract amount committed to each DBE listed.
- 3 All information requested must be included unless item is listed in proposal on a lump sum basis.
- 4 Unit Price – show unit price quoted by DBE.
- 5 Dollar Value – extended amount based on Quantity and Unit Price.
- 6 Applies to lump sum items only.

The form may be reproduced or additional sheets added in order to provide all requested information.

SWORN to before me this 7th
day of September 2016

[Signature] (SEAL)
NOTARY PUBLIC

Notary Public for SOUTH CAROLINA

My commission expires: 7-18-2022

Cherokee, Inc.
Company

By: [Signature]
John R. Jordan, Jr.

Title: President



(803) 356-2351
 (803) 356-4018 fax
 PROPOSAL

DATE: September 8, 2016

JOB NAME: POT-425-IFB-2016

LOCATION: Bluff Road Widening, Phase 1

EXPECTED COMPLETION DATE: July 31, 2017

WE HEREBY SUBMIT THE FOLLOWING PRICES FOR YOUR CONSIDERATION:

Material	Quantity	Price
Aggregate and asphalt haul	9,000 tons	\$5.00/ton
Total:	\$45,000	

The above rates are computed to cover diesel fuel prices up to \$ 2.50 per gallon. Each time the monthly Southwestern U.S. average retail price of diesel fuel increases by \$.10 per gallon (above \$ 2.00), L.A. Barrier & Son Inc. will apply a 1.6% surcharge to freight.

THE ABOVE PRICE BASED ON FULL TRUCK LOADS OF 22-26 TONS.

L.A. Barrier & Son Inc. is a state of South Carolina certified DWBE contractor.

S.C. SALES TAX WILL BE ADDED WHEN APPLICABLE.

PAYMENT TERMS ARE NET 30.

Authorized Signature: *Steph J. Parent*

**HERNDON
INCORPORATED**

BLUFF ROAD WIDENING

DATE: 9/6/16

SEEDING AND ALL RELATED OPERATIONS LISTED BELOW
 SUBMITTED BY: HERNDON, INC. P.O. BOX 36; LUGOFF, SC 29078
 (803) 438-1078
 (803) 438-1292 FAX

ITEM	QUANTITY	UNIT	PRICE	AMOUNT
PERMANENT COVER	0.500	AC	4,900.000	2,450.00
TEMPORARY COVER	1.000	AC	2,000.000	2,000.00
NITROGEN	50.000	LB	4.000	200.00
PHOSPHORIC ACID	50.000	LB	4.000	200.00
POTASH	50.000	LB	4.000	200.00
GRANULAR LIME	1000.000	LB	0.550	550.00
SODDING	1.000	MSY	#####	11,000.00
MOWING	3.000	AC	800.000	2,400.00
HECP TYPE 1	1.000	AC	1,150.000	1,150.00
INLET FILTER TYPE F (WEIGHTED)	320.000	LF	16.000	5,120.00
INLET FILTER TYPE F (NON WEIGHTED)	50.000	LF	10.250	512.50
SILT FENCE	4200.000	LF	3.050	12,810.00
REPLACE / REPAIR SILT FENCE	420.000	LF	3.950	1,659.00
INLET FILTER TYPE D2	10.000	EA	560.000	5,600.00
FILTER FOR INLET FILTER D2	10.000	EA	195.000	1,950.00
TOTAL:				47,801.50

Note: Traffic control is not included in this bid.
 Note: Do not omit items from bid before speaking to an estimator.
 Note: prices good for 30 days.

34619.00

HERNDON, INC.

Rhonda Herndon

DBE/WBE CERTIFIED CONTRACTOR



LPA Construction Award Concurrence Request Form

Prior to the award of a construction contract, the Local Public Agency (LPA) shall submit to the SCDOT Local Public Agency Administrator (LPAA), this request for review and concurrence of award along with the appropriate documentation listed below. Upon review and concurrence, the LPA shall provide a formal award notice to the successful bidder.

Local Public Agency: Richland County

Contact Person: Rob Perry Title: Director of Transportation

Address: 2020 Hampton Street, PO Box 192 Phone: 803-576-1526
Columbia, SC 29202

Contract Area / Number: IGA-25-14-A3 County: Richland

Project Name: Bluff Road Widening Phase 1

File Number: SCDOT Project ID 0041846 Master PIN Number: _____

Date of Agreement: April 19, 2016 Construction Completion Date: July 31, 2017

To: Director of Construction

The County/City/Town of Richland is requesting your concurrence in award for the construction of the above referenced project to Cherokee, Inc.. The project description is as follows:

Project Description: The Bluff Road Widening Phase 1 project includes the widening Bluff Road from Rosewood Drive to George Rogers Boulevard to five lanes with bicycle and pedestrian accommodations as well as the addition of pedestrian accommodations along Rosewood Drive. Other proposed improvements include relocating overhead utilities to underground and installing a drainage line under CSX Railroad.

This concurrence request shall include the following documentation:


Construction:

- SCBO Advertisement
- Bid Tabulations (include electronic and hard copy)
- Bid Proposal (include electronic and hard copy)
- Bid Bonds
- Plans
- Committal Sheets for DBE participation (if required)
- Construction Estimates (include electronic and hard copy)
- Signed Quotes from DBE(s) listed on Committal Sheet (if required)
- List of Bidders with Bid Amounts

The South Carolina Department of Transportation has reviewed the documentation submitted and concurs with the selection of Cherokee, Inc. as the successful proposer / bidder. The County/City/Town of Richland may award the contract to Cherokee, Inc. based on the information submitted by you on Sep 14, 2016.

Construction:

- Concur
- Concurrence Denied


[Signature]
Director of Construction

10/31/16
Date



d) Shop Road Phase I Extension Project: Construction Award

Discussion Point:

Included in your agenda you will find a recommendation to award Shop Road Phase I Extension to C.R. Jackson Inc. This project has limits from Pineview Road to Longwood Road, and is located in District 10.

Status:

Staff recommends award to C.R. Jackson Inc. in the amount of \$25,067,178.76 which includes a 10% construction contingency. Staff also recommends approval of \$500,000 for project related utility relocations.



October 11, 2016

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Shop Road Extension Phase I
Project Number: PDT-290-IFB-2016

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, September 14, 2016 at the Richland County Office of Small Business Opportunities at 2000 Hampton Street for the Shop Road Extension Phase I Project. Three bids were received from for the above mentioned work.

As is standard procedure, only the total dollar value of the Contractor's bid was read out loud and the bids, as submitted, were as follows:

Richardson Construction Co.	\$21,666,330.02
C. R. Jackson, Inc.	\$22,788,344.33
McClam & Associates, Inc.	\$24,539,282.95

After reviewing the unit prices and quantity calculations, the total dollar value of each of the bids were confirmed as submitted. The Engineer's Estimate for this project was \$24,706,555.84.

A Mandatory Pre-Bid Conference was held on August 10, 2016 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance of three (3) firms.

The project is funded by the Richland County Transportation Penny and was assigned a DBE goal of 7.00% and an SLBE goal of 4.37%.

Attached is a final bid tabulation sheet for your reference which indicates the responsive bid to be within 10% of the Engineer's Estimated Cost for the project.

Further review of the submitted bids shows that Richardson Construction Co. listed LAD, Inc. of Lugoff, SC as a certified SLBE firm which would be constructing storm drainage work at 5.5% of the contract dollar value. Upon review, LAD, Inc. is found not to be a certified SLBE firm. Richardson also failed to submit the "Utility Relocation Item No. 001" and "Utility Relocation Item No. 002" worksheets which are requirements of bidding the project. Richardson Construction Co. waited five days after the bid and then re-submitted a certified SLBE Contractor (Sharpe's Contracting Services) to perform the new dam construction, erosion control, steel casing and storm drainage line work, at 5.48% of the contract amount. However, this information was not in the package at the time of the bid opening, therefore, the Richland PDT has deemed Richardson's bid to be non-responsive.

C.R. Jackson, Inc. listed 3 certified SLBE firms to perform portions of the work, however, at only 1.7% of the contract dollar value, this falls well short of the 4.37% SLBE goal. Further communication sent to the Richland PDT by Benji Vinson of C.R. Jackson on September 16, 2016 (see attached letter) outlines their good faith effort communications to engage Taylor Brothers Construction Company to perform the borrow excavation portion of the project which would help C.R. Jackson make their 4.37% goal. Taylor Brothers had been contacted by C.R. Jackson on multiple occasions of their intention to bid the borrow excavation portion of the project only to be informed that Taylor Brothers would send their pricing exclusively to only one Contractor, McClam & Associates, Inc. the day before the bid.

McClam & Associates, Inc. with the help of Taylor Brothers, was the only Contractor to meet or exceed the DBE and SLBE goals for the project, however, their dollar contract value was more than 13% above the lowest bidder.

A further review of the bid documents by SCDOT personnel found that C.R. Jackson did in fact make a good faith effort to engage Taylor Brothers to perform the work described above.

Richland County Procurement was contacted for their input on the subject bid and the PDT was informed that they could request that C.R. Jackson improve on their SLBE goal for the project. The PDT then contacted Benji Vinson of C.R. Jackson to begin the process. The following outlines Mr. Vinson's efforts to negotiate with Taylor Brothers as was reported to the PDT. Mr. Vinson called Collier Taylor to explore the possibility of subcontracting a portion of the purchase and hauling of the borrow material in order to elevate the SLBE percentage at least to the goal of 4.37%. Mr. Taylor responded with a proposal price for purchase, hauling and compaction of the borrow material and emphasized that this was an "all or nothing" price, no room to negotiate. Mr. Vinson then contacted other SLBE firms to attempt to garner more SLBE participation. M. L. Whittaker Hauling and Sharp's Contracting Services were receptive to performing miscellaneous hauling and grading for the project and are now listed on C. R. Jackson's SLBE Committal Sheet. C. R. Jackson has now committed a total of five SLBE firms to the project with a total dollar value of \$1,008,817.00 or 4.43%, slightly over the 4.37% project goal.

Richland PDT recommends that a contract be awarded to C.R. Jackson for the project based on their dollar contract value and good faith effort to meet the SLBE goal for the project. We believe that C. R. Jackson, Inc. is the most responsive and responsible bidder, and a contract for the work in the amount of \$22,788,344.33 be forwarded to them for execution. It is further recommended that the approval of the

award also include a 10% construction contingency of \$2,278,834.43 as well as a utility relocation contingency of \$500,000.00 for utility companies who may have prior location rights.

Should Richland County Council approve this recommendation, the PDT will schedule a pre-construction conference with the Contractor to begin construction of the work.

Sincerely,
RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Bid Form C. R. Jackson, Inc.
Engineer's Estimate Comparison

Bid Tabulation
C. R. Jackson, License

Mandatory Pre-Bid Sign In Sheet
Letter from Benji Vinson of C.R. Jackson

(5) BID FORM

SHOP ROAD EXTENSION PHASE I

Bidder's Name C. R. Jackson, Inc.

Bidder's License Number G12195

In accordance with the advertisement by Richland County (hereinafter after called County) inviting Bids for above referenced project and in conformity with the Plans and Specifications on file at the Richland PDT:

THE UNDERSIGNED CERTIFIES that the BIDDER is fully informed respecting the preparation of its Bid and all pertinent circumstances respecting its Bid, and that it has authority, as agent or representative of the BIDDER for the submission of a Bid on the above-referenced project; and

THE BIDDER CERTIFIES that the BIDDER is the only person(s) interested in his Bid as Principal(s); that it is made without collusion with any person, firm, or corporation; that an examination has been made of the Specifications and Bid Documents, including the Special Provisions, the Plans, and the site of the work; that it proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed; that it understands that the quantities of work shown herein are approximate and are subject to increase or decrease; that it further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices, except in cases where the Specifications provide for payment under a Supplemental Agreement or on a Force Account basis;

THE BIDDER FURTHER PROMISES:

- (a) To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If such prices or sums cannot be agreed upon in writing prior to starting such work to perform the work on a Force Account basis as provided in the Specifications.
- (b) To execute the Contract within twenty (20) days from the date of the Award of Contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.
- (c) To furnish a Performance and a Payment Bond in the full amount (100%) of the Contract.
- (d) To guarantee all of the work performed under this Contract to be done in accordance with the

Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

- (e) To furnish a statement, on demand of the County, showing financial and general responsibility.

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1	\$ 1,100,000.00	\$ 1,100,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1	\$ 200,000.00	\$ 200,000.00
1052000	UTILITY RELOCATION NO. 1	EA	1	\$ 451,000.00	\$ 451,000.00
1052000	UTILITY RELOCATION NO. 2	EA	1	\$ 3,476,675.25	\$ 3,476,675.25
1071000	TRAFFIC CONTROL	LS	1	\$ 100,000.00	\$ 100,000.00
1080300	CPM PROGRESS SCHEDULE	LS	1	\$ 30,000.00	\$ 30,000.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1	\$ 15,000.00	\$ 15,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1	\$ 1,758,000.00	\$ 1,758,000.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	400	\$ 20.00	\$ 8,000.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	50	\$ 100.00	\$ 5,000.00
2031000	UNCLASSIFIED EXCAVATION	CY	67,191	\$ 7.00	\$ 470,337.00
2033000	BORROW EXCAVATION	CY	104,808	\$ 18.00	\$ 1,886,544.00
2033100	BORROW PIT SETUP	LS	1	\$ 5,000.00	\$ 5,000.00
2034000	MUCK EXCAVATION	CY	1,500	\$ 30.00	\$ 45,000.00
2052010	STONE BRIDGE LIFT MATERIAL	TON	11,475	\$ 31.00	\$ 355,725.00
2081001	FINE GRADING	SY	77,500	\$ 2.50	\$ 193,750.00
3069900	MAINTENANCE STONE	TON	400	\$ 30.00	\$ 12,000.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	TON	16,603	\$ 75.00	\$ 1,245,225.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	888	\$ 425.00	\$ 377,400.00
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	SY	8,655	\$ 3.00	\$ 25,965.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	3,140	\$ 6.50	\$ 20,410.00
4019000	MILLED-IN RUMBLE STRIP	MI	2	\$ 1,500.00	\$ 3,000.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,509	\$ 85.00	\$ 128,265.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	1,377	\$ 85.00	\$ 117,045.00
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	TON	250	\$ 150.00	\$ 37,500.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	TON	55	\$ 300.00	\$ 16,500.00
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	SY	51,852	\$ 72.02	\$ 3,734,381.04
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	LF	2,000	\$ 0.15	\$ 300.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	LF	4,000	\$ 0.15	\$ 600.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. 4" X 4"	EA	40	\$ 5.00	\$ 200.00
6041200	BARRICADE - TYPE 3	LF	60	\$ 27.50	\$ 1,650.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	552	\$ 5.60	\$ 3,091.20
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	EA	1	\$ 15,000.00	\$ 15,000.00
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	256	\$ 0.30	\$ 76.80
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	1,006	\$ 0.15	\$ 150.90
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	698	\$ 3.00	\$ 2,094.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	EA	6	\$ 35.00	\$ 210.00
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	EA	2	\$ 50.00	\$ 100.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	6,000	\$ 0.15	\$ 900.00
6250112	6" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	LF	580	\$ 2.00	\$ 1,160.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	LF	11,528	\$ 1.00	\$ 11,528.00
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	LF	15,676	\$ 0.65	\$ 10,189.40
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	LF	2,031	\$ 12.00	\$ 24,372.00
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	EA	20	\$ 100.00	\$ 2,000.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	EA	20	\$ 150.00	\$ 3,000.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	LF	12,960	\$ 0.65	\$ 8,424.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	LF	1,120	\$ 12.00	\$ 13,440.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	2,150	\$ 0.65	\$ 1,397.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	4,592	\$ 0.35	\$ 1,607.20
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	1,011	\$ 2.25	\$ 2,274.75
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	664	\$ 6.75	\$ 4,482.00
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	EA	10	\$ 65.00	\$ 650.00
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	EA	8	\$ 100.00	\$ 800.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	11,890	\$ 0.35	\$ 4,161.50
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	EA	324	\$ 3.75	\$ 1,215.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	300	\$ 3.75	\$ 1,125.00
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	4,000	\$ 0.75	\$ 3,000.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MESG. SIGN	SF	417.25	\$ 22.75	\$ 9,492.44
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	EA	3	\$ 210.00	\$ 630.00
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	1,040	\$ 8.25	\$ 8,580.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	LF	1,300	\$ 6.35	\$ 8,255.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	LF	100	\$ 18.20	\$ 1,820.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	LF	20	\$ 30.00	\$ 600.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	LF	1,400	\$ 2.10	\$ 2,940.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	LF	700	\$ 2.05	\$ 1,435.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	LF	700	\$ 2.15	\$ 1,505.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	LF	400	\$ 0.50	\$ 200.00
6780495	SAWCUT FOR LOOP DETECTOR	LF	200	\$ 7.00	\$ 1,400.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	1	\$ 750.00	\$ 750.00
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	EA	15	\$ 335.00	\$ 5,025.00
6825058	FURNISH & INSTALL 13" X 28' STEEL STRAIN POLE AND FOUNDATION	EA	4	\$ 6,500.00	\$ 26,000.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	LF	500	\$ 5.25	\$ 2,625.00
6825480	FURNISH & INSTALL 4' BREAKAWAY ALUMINUM PEDESTAL POLE	EA	2	\$ 950.00	\$ 1,900.00
6845511	FURNISH & INSTALL CONTR. 332/336 CABINET ASSBLY. BASE MOUNTED (INCLUDING FNDN.)	EA	1	\$ 14,000.00	\$ 14,000.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	EA	1	\$ 3,400.00	\$ 3,400.00
6865722	FURNISH & INSTALL 12' 1-WAY-4 SECTION (RA.YA.YAF.GA) VEH TRAFFIC SIGNAL	EA	1	\$ 980.00	\$ 980.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (RA.YA.YAF) VEH TRAFFIC SIGNAL	EA	1	\$ 850.00	\$ 850.00
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	EA	10	\$ 800.00	\$ 8,000.00
6865791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	EA	8	\$ 275.00	\$ 2,200.00
6865834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	EA	12	\$ 175.00	\$ 2,100.00
6885990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 1,500.00	\$ 1,500.00
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	EA	1	\$ 1,500.00	\$ 1,500.00
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	EA	1	\$ 1,000.00	\$ 1,000.00
6888131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	SF	24	\$ 38.00	\$ 912.00
7011800	CONCRETE CURB AND GUTTER WITH FLUME	EA	4	\$ 3,000.00	\$ 12,000.00
7141113	18" RC PIPE CUL. - CLASS III	LF	3,851	\$ 40.00	\$ 154,040.00
7141114	24" RC PIPE CUL. - CLASS III	LF	1,253	\$ 50.00	\$ 62,650.00
7141116	36" RC PIPE CUL. - CLASS III	LF	714	\$ 100.00	\$ 71,400.00
714111C	72" RC PIPE CUL. - CLASS III	LF	160	\$ 325.00	\$ 52,000.00
7143642	42" SMOOTH WALL PIPE	LF	48	\$ 130.00	\$ 6,240.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	EA	1	\$ 2,150.00	\$ 2,150.00
7191605	CATCH BASIN - TYPE 16	EA	4	\$ 3,650.00	\$ 14,600.00
7192020	DROP INLET (24" X 36")	EA	2	\$ 2,000.00	\$ 4,000.00
7192040	DROP INLET TYPE 112	EA	22	\$ 2,650.00	\$ 58,300.00
7192105	MANHOLE	EA	5	\$ 2,250.00	\$ 11,250.00
7192260	48" X 48" JUNCTION BOX	EA	5	\$ 2,800.00	\$ 14,000.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	895	\$ 18.50	\$ 16,557.50
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	LF	60	\$ 26.50	\$ 1,590.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	408	\$ 45.00	\$ 18,360.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	207	\$ 60.00	\$ 12,420.00
7206000	CONCRETE MEDIAN	SY	415	\$ 65.00	\$ 26,975.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	77	\$ 250.00	\$ 19,250.00
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	98	\$ 65.00	\$ 6,370.00
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	EA	1	\$ 2,823,000.00	\$ 2,823,000.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	LF	1,500	\$ 12.00	\$ 18,000.00
8021204	4" PERFORATED UNDERDRAIN	LF	1,500	\$ 15.00	\$ 22,500.00
8034060	6" PIPE SLOPE DRAIN	LF	200	\$ 10.00	\$ 2,000.00
8041020	RIP-RAP CLASS B	TON	764	\$ 70.00	\$ 53,480.00
8041030	RIP-RAP CLASS C	TON	208	\$ 75.00	\$ 15,600.00
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL 2) TYPE B	SY	1,357	\$ 3.00	\$ 4,071.00
8051100	STEEL BEAM GUARDRAIL	LF	4,212.5	\$ 16.50	\$ 69,506.25
8052210	END ANCHOR - TYPE B	EA	6	\$ 500.00	\$ 3,000.00
8053250	THREE BEAM G.R. BRIDGE CONN.	EA	4	\$ 1,400.00	\$ 5,600.00
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	EA	4	\$ 2,670.00	\$ 10,680.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA	40	\$ 125.00	\$ 5,000.00
8091050	RIGHT OF WAY PLAT	LS	1	\$ 5,000.00	\$ 5,000.00
8100100	PERMANENT COVER	AC	38.8	\$ 1,524.00	\$ 59,161.68
8100200	TEMPORARY COVER	AC	20	\$ 950.00	\$ 19,000.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	40	\$ 785.00	\$ 31,400.00
8104005	FERTILIZER (NITROGEN)	LB	3,200	\$ 2.50	\$ 8,000.00
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	3,200	\$ 2.50	\$ 8,000.00
8104015	FERTILIZER (POTASH)	LB	3,200	\$ 2.50	\$ 8,000.00
8105005	AGRICULTURAL GRANULAR LIME	LB	64,000	\$ 0.40	\$ 25,600.00
8109050	SELECTIVE WATERING	GAL	271,500	\$ 0.09	\$ 24,435.00
8109901	MOWING	AC	104	\$ 525.00	\$ 54,600.00
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	EA	11	\$ 220.00	\$ 2,420.00
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	EA	23	\$ 220.00	\$ 5,060.00
811114A	LAGERSTOEMIA X FAUREI "NATCHEZ" (CRAPE MYRTLE) 8-10' B & B	EA	27	\$ 190.00	\$ 5,130.00
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	EA	38	\$ 225.00	\$ 8,550.00
8111186	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3" CAL. B & B	EA	39	\$ 220.00	\$ 8,580.00
81111XX	FRINGE TREE () 8' HIGH B & B	EA	25	\$ 225.00	\$ 5,625.00
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	AC	5	\$ 1,250.00	\$ 6,250.00
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	AC	5	\$ 2,875.00	\$ 14,375.00
8153000	SILT FENCE	LF	19,292	\$ 1.99	\$ 38,391.08
8153090	REPLACE/REPAIR SILT FENCE	LF	1,929	\$ 5.00	\$ 9,645.00
8154011	POROUS BAFFLE	LF	150	\$ 10.00	\$ 1,500.00
8154012	FLOATING SKIMMER	EA	1	\$ 7,500.00	\$ 7,500.00
8154000	SILT BASINS	CY	2,039	\$ 10.00	\$ 20,390.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,600	\$ 6.00	\$ 9,600.00
8156300	SEDIMENT DAM RIP-RAP	TON	460	\$ 75.00	\$ 34,500.00
8156405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	SY	202.00	\$ 25.00	\$ 5,050.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925	\$ 19.00	\$ 36,575.00
8160070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	EA	1	\$ 10,000.00	\$ 10,000.00
8161100	AGGREGATE DIAPHRAGM	CY	22	\$ 125.00	\$ 2,750.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	MSY	1.00	\$ 5,950.00	\$ 5,950.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	MSY	0.31	\$ 7,325.00	\$ 2,270.75
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	10.67	\$ 1,520.00	\$ 16,218.40
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	32	\$ 23.00	\$ 736.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	32	\$ 20.00	\$ 640.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,215	\$ 10.00	\$ 12,150.00
8156200	CLEANING INLET STRUCTURE FILTERS	EA	26	\$ 150.00	\$ 3,900.00
8156210	INLET STRUCTURE FILTER - TYPE B	EA	23	\$ 350.00	\$ 8,050.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8157008	TEMPORARY SLOPE DRAIN – 8"	LF	200	\$ 13.00	\$ 2,600.00
8990523	CONSTRUCTION OF NEW DAM	LS	1	\$ 1,500,000.00	\$ 1,500,000.00
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	LS	1	\$ 750,000.00	\$ 750,000.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	90	\$ 55.00	\$ 4,950.00
8990556	STEEL CASING PIPE	LF	808	\$ 125.00	\$ 101,000.00
9607006	STORMWATER BASIN RISERS	LS	1	\$ 12,000.00	\$ 12,000.00
	SUBTOTAL - SHOP ROAD EXTENSION				\$ 22,538,663.64

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
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SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	SY	4,170	\$ 50.00	\$ 208,520.81
4060010	ASPH. SURF. TREAT. (SINGLE)	SY	16,682	\$ 1.80	\$ 30,027.00
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	13,650	\$ 0.15	\$ 2,047.50
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	30	\$ 3.00	\$ 90.00
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	1,160	\$ 0.25	\$ 290.06
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	5,565	\$ 0.15	\$ 834.75
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	13,650	\$ 0.35	\$ 4,777.50
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	30	\$ 6.75	\$ 202.50
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	1,160	\$ 0.55	\$ 638.14
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	5,565	\$ 0.35	\$ 1,947.75
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	81	\$ 3.75	\$ 304.69
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				\$ 249,680.70
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				\$ 22,788,344.33

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LS	1
8153090 REPLACE/REPAIR SILT FENCE	LF	12,892
8156490 STABILIZED CONSTRUCTION ENTRANCE	LF	1,289
8100100 PERMANENT COVER	SY	1,100
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	AC	6.82
	MSY	1.67

CONTRACTOR'S NAME _____

INDIVIDUAL'S SIGNATURE _____

CONTRACTOR'S ADDRESS _____

CITY, STATE, ZIP _____

UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN – 16-INCH CL 350	LF	1,100	\$ 140.00	\$ 154,000.0
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	LF	815	\$ 17.00	\$ 13,855.0
3	TEE - 16-INCH x 16-INCH, MJ	EA	4	\$ 1,387.00	\$ 5,548.0
4	BEND- 22.5 DEGREE- 16-INCH, MJ	EA	2	\$ 990.00	\$ 1,980.0
5	BEND- 45 DEGREE- 16-INCH, MJ	EA	6	\$ 1,000.00	\$ 6,000.0
6	BEND- 90 DEGREE- 16-INCH, MJ	EA	1	\$ 1,105.00	\$ 1,105.0
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING – 16-INCH, MJ	EA	3	\$ 1,760.00	\$ 5,280.0
8	GATE VALVES W/BOX – 16-INCH	EA	11	\$ 3,550.00	\$ 39,050.0
9	AIR RELEASE VALVE IN CAST IRON METER BOX	EA	1	\$ 2,457.00	\$ 2,457.0
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	EA	3	\$ 16,715.00	\$ 50,145.0
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	EA	1	\$ 4,230.00	\$ 4,230.0
13	OPEN CUT AND INSTALL 30" STEEL CASING	LF	170	\$ 187.00	\$ 31,790.0
14	FLOWABLE FILL	CY	280	\$ 156.00	\$ 43,680.0
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	SY	80	\$ 91.00	\$ 7,280.0
SUBTOTAL - CONSTRUCTION					\$ 366,400.0
ALTERNATIVE CONSTRUCTION OPTIONS					
15	BORE AND JACK WITH 30-INCH STEEL CASING	LF	180	\$ 490.00	\$ 88,200.0
16	OPEN CUT AND INSTALL 30" STEEL CASING	LF	180	\$ 470.00	\$ 84,600.0
TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 16)					\$ 451,000.0

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LS	1
8153090 REPLACE/REPAIR SILT FENCE	LF	12,892
8156490 STABILIZED CONSTRUCTION ENTRANCE	LF	1,289
8100100 PERMANENT COVER	SY	1,100
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	AC	6.82
	MSY	1.67

UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000


ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	EA	1	\$ 17,885.00	\$ 17,885.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	LF	2,567	\$ 109.75	\$ 281,728.25
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	LF	1,570	\$ 190.00	\$ 298,300.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	LF	2,123	\$ 106.00	\$ 225,038.00
WS-5	FLOWABLE FILL	LF	60	\$ 155.00	\$ 9,300.00
WS-6	16 X 16 X 16-INCH DIP TEE	CY	7	\$ 1,390.00	\$ 9,730.00
WS-7	16-INCH DIP END CAP	EA	8	\$ 1,760.00	\$ 14,080.00
WS-8	20-INCH HDPE POLY-ANCHORS	EA	6	\$ 1,600.00	\$ 9,600.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	EA	6	\$ 2,137.00	\$ 12,822.00
WS-10	AIR RELEASE VALVE	EA	3	\$ 2,275.00	\$ 6,825.00
WS-11	BORE PIT EXCAVATION	CY	400	\$ 9.40	\$ 3,760.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	EA	7	\$ 4,250.00	\$ 29,750.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	EA	14	\$ 3,550.00	\$ 49,700.00
WS-14	CHAIN LINK FENCE	LF	320	\$ 29.25	\$ 9,360.00
WS-15	CHAIN LINK DOUBLE SWING GATE	LF	16	\$ 55.00	\$ 880.00
WS-16	RELOCATE EXISTING LIGHT POLE	LS	1	\$ 17,550.00	\$ 17,550.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	SY	145	\$ 21.00	\$ 3,045.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	LS	1	\$ 5,850.00	\$ 5,850.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	LF	340	\$ 7.00	\$ 2,380.00
WS-20	WW GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 8-FT)	LF	1,407	\$ 127.75	\$ 179,744.25
WS-21	WW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	LF	4,025	\$ 341.75	\$ 1,375,543.75
WS-22	WW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	LF	260	\$ 210.00	\$ 54,600.00
WS-23	WW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	LF	499	\$ 143.00	\$ 71,357.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	LF	265	\$ 465.00	\$ 123,225.00
WS-25	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	14	\$ 18,820.00	\$ 263,480.00
WS-26	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	7	\$ 12,556.00	\$ 87,892.00
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	LS	1	\$ 124,000.00	\$ 124,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 8.60	\$ 43,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 9.00	\$ 45,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 20.25	\$ 101,250.00
TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES					\$ 3,476,675.25

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LS	1
8153090 REPLACE/REPAIR SILT FENCE	LF	12,892
8156490 STABILIZED CONSTRUCTION ENTRANCE	LF	1,289
8100100 PERMANENT COVER	SY	1,100
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	AC	6.82
	MSY	1.67

CONTRACTOR'S NAME C. R. Jackson, Inc.

INDIVIDUAL'S SIGNATURE


Ben H. Whetstone, President

CONTRACTOR'S ADDRESS

P. O. Box 8023

CITY, STATE, ZIP

Columbia, South Carolina 29202

(13) DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITAL SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

(f) FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

¹ Name & Address of DBE's (Subcontractor or Supplier)	² Percent	³ Description of Work and Approximate Quantity ⁶ (show percent when appropriate)			⁵ Dollar Value
		Item	Qty.	Unit	Unit Price
		SEE ATTACHED SHEET			

- ¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- ² Percent - show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Unit Price - show unit price quoted by DBE.
- ⁵ Dollar Value - extended amount based on Quantity and Unit Price.
- ⁶ Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information. I declare under penalty of perjury that the information provided herein is true and correct.


Name

Ben H. Whetstone, President
Title: _____

Disadvantaged Business Enterprise (DBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Wilson Brothers, Inc P. O. Box 673 Honea Path, South Carolina 29654	0.95%	Concrete Flatwork and Drainage Boxes	\$ 217,822.50
Herndon, Inc. P. O. Box 36 Lugoff, South Carolina 29078	1.34%	Grassing & Silt Fence	\$ 305,802.00
Sanitary Plumbing Contractors Simpsonville, South Carolina	1.74%	Concrete work at dam	\$ 398,590.00
Taylor Brothers Columbia, South Carolina	0.54%	Aggregate Haul for Concrete	\$ 124,000.00
The Sharon Company Lexington, South Carolina	0.39%	Guardrail	\$ 88,786.25
Chao Constulting Engineers Columbia, South Carolina	0.71%	Construction Staking	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
L. A. Barrier Lexington, South Carolina	0.92%	Misc. Haul	\$ 210,000.00
	7.03%		\$ 1,609,037.75

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

BIDDER is required to complete the SBLE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Portals/0/Departments/Procurement/SLBE/SLBE%20Certified%20Directory%20June%202019,%202015%20Revised%20for%20Website.pdf>

Information must be shown on this sheet and submitted with bid/proposal.

1.Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract
	SEE ATTACHED SHEET		

1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

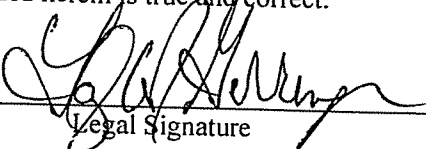
2 Percent - show percent of total contract amount committed to each SLBE listed.

This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 14th day of Sept., 2016

C. R. Jackson, Inc.
Company


Legal Signature

Notary Public for South Carolina My Commission Expires: 2-15-23

Small Local Business Enterprise (SLBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Chao Consulting Engineers Columbia, South Carolina	0.71%	Construction Staking & As-builts	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
Taylor Brothers Columbia, South Carolina	0.74%	Hauling for Concrete Aggregate	\$ 169,000.00
M. L. Whittaker Hauling, LLC Columbia, South Carolina	1.30%	Misc. Hauling & Conc. Wet Batch Haul	\$ 298,380.00
Sharpe's Contracting Services Blythewood, South Carolina	1.21%	Misc. Hauling, Misc. Grading & Conc. Wet Batch Haul	\$ 277,400.00
	4.40%		\$ 1,008,817.00



RICHLAND COUNTY
PROCUREMENT DEPT

2016 SEP 14, PM 2:00

Shop Road Extension Phase 1
Bid Tabulation Sheet

PDT-290-IFB-2016

September 14, 2016 - 2:00 PM

BIDDER	TOTAL BID
RICHARDSON CONSTRUCTION Co	\$ 21,666,330.02
Mc CLAM & ASSOCIATES	\$ 24,539,282.95
C.R. JACKSON, INC.	\$ 22,788,344.33

CERTIFIED BY Dale Collins



SHOP ROAD EXTENSION - PHASE 1

ITEM #	DESCRIPTION	1.545 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1	LS			\$ 500,000.00	\$ 500,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 670,156.75	\$ 670,156.75
1050800	CONSTRUCTION STAKES, LINES & GRADES	1	EA			\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ 168,762.50	\$ 168,762.50
1052000	UTILITY RELOCATION NO. 1	1	EA			\$ 469,890.00	\$ 469,890.00	\$ 451,000.00	\$ 451,000.00	\$ 451,000.00	\$ 451,000.00
1052000	UTILITY RELOCATION NO. 2	1	EA			\$ 3,129,740.00	\$ 3,129,740.00	\$ 3,476,675.25	\$ 3,476,675.25	\$ 3,476,675.25	\$ 3,476,675.25
1071000	TRAFFIC CONTROL	1	LS			\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00	\$ 63,825.00	\$ 63,825.00
1080300	CPM PROGRESS SCHEDULE	1	LS			\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 24,150.00	\$ 24,150.00
1090200	AS-BUILT CONSTRUCTION PLANS	1	LS			\$ 60,000.00	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,970.00	\$ 8,970.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1	LS			\$ 750,000.00	\$ 750,000.00	\$ 1,758,000.00	\$ 1,758,000.00	\$ 1,618,625.00	\$ 1,618,625.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	400	SY			\$ 12.00	\$ 4,800.00	\$ 20.00	\$ 8,000.00	\$ 6.90	\$ 2,760.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	50	CY			\$ 15.00	\$ 750.00	\$ 100.00	\$ 5,000.00	\$ 86.25	\$ 4,312.50
2031000	UNCLASSIFIED EXCAVATION	67,191	CY			\$ 8.00	\$ 537,528.00	\$ 7.00	\$ 470,337.00	\$ 11.80	\$ 792,653.80
2033000	BORROW EXCAVATION	104,808	CY			\$ 18.00	\$ 1,886,544.00	\$ 18.00	\$ 1,886,544.00	\$ 15.00	\$ 1,572,120.00
2033100	BORROW PIT SETUP	1	LS			\$ 50,000.00	\$ 50,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,970.00	\$ 8,970.00
2034000	MUCK EXCAVATION	1,500	CY			\$ 25.00	\$ 37,500.00	\$ 30.00	\$ 45,000.00	\$ 40.25	\$ 60,375.00
2052010	STONE BRIDGE LIFT MATERIAL	11,475	TON			\$ 45.00	\$ 516,375.00	\$ 31.00	\$ 355,725.00	\$ 43.25	\$ 496,293.75
2081001	FINE GRADING	77,500	SY			\$ 5.00	\$ 387,500.00	\$ 2.50	\$ 193,750.00	\$ 4.05	\$ 313,875.00
3069900	MAINTENANCE STONE	400	TON			\$ 35.00	\$ 14,000.00	\$ 30.00	\$ 12,000.00	\$ 42.25	\$ 16,900.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	16,603	TON			\$ 68.00	\$ 1,129,004.00	\$ 75.00	\$ 1,245,225.00	\$ 75.90	\$ 1,260,167.70
4011004	LIQUID ASPHALT BINDER PG64-22	888	TON			\$ 412.00	\$ 365,856.00	\$ 425.00	\$ 377,400.00	\$ 443.90	\$ 394,183.20
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	8,655	SY			\$ 8.00	\$ 69,240.00	\$ 3.00	\$ 25,965.00	\$ 6.35	\$ 54,959.25
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	3,140	SY			\$ 9.00	\$ 28,260.00	\$ 6.50	\$ 20,410.00	\$ 8.65	\$ 27,161.00
4019000	MILLED-IN RUMBLE STRIP	2	MI			\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,265.00	\$ 2,530.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	1,509	TON			\$ 92.00	\$ 138,828.00	\$ 85.00	\$ 128,265.00	\$ 101.20	\$ 152,710.80
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	1,377	TON			\$ 86.00	\$ 118,422.00	\$ 85.00	\$ 117,045.00	\$ 95.50	\$ 131,503.50
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	250	TON			\$ 175.00	\$ 43,750.00	\$ 150.00	\$ 37,500.00	\$ 172.50	\$ 43,125.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	55	TON			\$ 300.00	\$ 16,500.00	\$ 300.00	\$ 16,500.00	\$ 287.50	\$ 15,812.50
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	51,852	SY			\$ 82.00	\$ 4,251,864.00	\$ 72.02	\$ 3,734,381.04	\$ 90.30	\$ 4,682,235.60
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	2,000	LF			\$ 0.18	\$ 360.00	\$ 0.15	\$ 300.00	\$ 0.17	\$ 340.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	4,000	LF			\$ 0.18	\$ 720.00	\$ 0.15	\$ 600.00	\$ 0.17	\$ 680.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. 4" X 4"	40	EA			\$ 6.00	\$ 240.00	\$ 5.00	\$ 200.00	\$ 5.75	\$ 230.00
6041200	BARRICADE - TYPE 3	60	LF			\$ 0.35	\$ 21.00	\$ 27.50	\$ 1,650.00	\$ 34.50	\$ 2,070.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	552	SF			\$ 8.00	\$ 4,416.00	\$ 5.60	\$ 3,091.20	\$ 13.80	\$ 7,617.60
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	1	EA			\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,307.50	\$ 17,307.50
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	256	LF			\$ 0.35	\$ 89.60	\$ 0.30	\$ 76.80	\$ 0.35	\$ 89.60
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	1,006	LF			\$ 0.18	\$ 181.08	\$ 0.15	\$ 150.90	\$ 0.17	\$ 171.02
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	698	LF			\$ 3.25	\$ 2,268.50	\$ 3.00	\$ 2,094.00	\$ 3.45	\$ 2,408.10

Item ID	Description	EA	6	EA	40.00 \$	240.00 \$	35.00 \$	210.00 \$	40.25 \$	241.50 \$
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT			EA						
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT		2	EA	60.00 \$	120.00 \$	50.00 \$	100.00 \$	57.50 \$	115.00 \$
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT		6,000	LF	0.18 \$	1,080.00 \$	0.15 \$	900.00 \$	0.17 \$	1,020.00 \$
6250112	6" YELLOW SOL. ON CURB/MED-FAST DRY PAINT		580	LF	2.25 \$	1,305.00 \$	2.00 \$	1,160.00 \$	2.30 \$	1,334.00 \$
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT		11,528	LF	1.10 \$	12,680.80 \$	1.00 \$	11,528.00 \$	1.15 \$	13,257.20 \$
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT		15,676	LF	0.70 \$	10,973.20 \$	0.65 \$	10,189.40 \$	0.75 \$	11,757.00 \$
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT		2,031	LF	13.00 \$	26,403.00 \$	12.00 \$	24,372.00 \$	13.80 \$	28,027.80 \$
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT		20	EA	110.00 \$	2,200.00 \$	100.00 \$	2,000.00 \$	115.00 \$	2,300.00 \$
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT		20	EA	165.00 \$	3,300.00 \$	150.00 \$	3,000.00 \$	172.50 \$	3,450.00 \$
6262110	4" YELLOW SOLID LINES (PVT. EDGE & NO PASSING ZONE) EPOXY PAINT		12,960	LF	0.70 \$	9,072.00 \$	0.65 \$	8,424.00 \$	0.75 \$	9,720.00 \$
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT		1,120	LF	12.50 \$	14,000.00 \$	12.00 \$	13,440.00 \$	13.80 \$	15,456.00 \$
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.		2,150	LF	0.75 \$	1,612.50 \$	0.65 \$	1,397.50 \$	0.75 \$	1,612.50 \$
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.		4,592	LF	0.40 \$	1,836.80 \$	0.35 \$	1,607.20 \$	0.40 \$	1,836.80 \$
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.		1,011	LF	2.35 \$	2,375.95 \$	2.25 \$	2,274.75 \$	2.60 \$	2,628.60 \$
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.		664	LF	7.00 \$	4,648.00 \$	6.75 \$	4,482.00 \$	7.80 \$	5,179.20 \$
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.		10	EA	75.00 \$	750.00 \$	65.00 \$	650.00 \$	74.75 \$	747.50 \$
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.		8	EA	110.00 \$	880.00 \$	100.00 \$	800.00 \$	115.00 \$	920.00 \$
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.		11,890	LF	0.40 \$	4,756.00 \$	0.35 \$	4,161.50 \$	0.40 \$	4,756.00 \$
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"		324	EA	4.00 \$	1,296.00 \$	3.75 \$	1,215.00 \$	4.30 \$	1,393.20 \$
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"		300	EA	4.00 \$	1,200.00 \$	3.75 \$	1,125.00 \$	4.30 \$	1,290.00 \$
6319505	REMOVAL OF PAVEMENT MARKINGS		4,000	LF	1.00 \$	4,000.00 \$	0.75 \$	3,000.00 \$	0.85 \$	3,400.00 \$
6310105	FLAT SHEET, TYPE III, FIXED SZ. & MESSG. SIGN		417.25	SF	50.00 \$	20,862.50 \$	22.75 \$	9,492.44 \$	33.35 \$	13,915.29 \$
6313015	MOUNTING ASSEMBLY FOR F.S. SIGN ERRECTED ON SPAN WIRE		3	EA	800.00 \$	2,400.00 \$	210.00 \$	630.00 \$	241.50 \$	724.50 \$
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P		1,940	LF	14.00 \$	14,560.00 \$	8.25 \$	8,580.00 \$	21.95 \$	22,724.00 \$
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT		1,300	LF	11.00 \$	14,300.00 \$	6.35 \$	8,255.00 \$	7.30 \$	9,490.00 \$
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT		100	LF	13.00 \$	1,300.00 \$	18.20 \$	1,820.00 \$	20.95 \$	2,095.00 \$
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT		20	LF	22.00 \$	440.00 \$	30.00 \$	600.00 \$	34.50 \$	690.00 \$
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY		1,400	LF	1.80 \$	2,520.00 \$	2.10 \$	2,940.00 \$	2.45 \$	3,430.00 \$
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK		700	LF	2.00 \$	1,400.00 \$	2.05 \$	1,435.00 \$	2.35 \$	1,645.00 \$
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY		700	LF	3.00 \$	2,100.00 \$	2.15 \$	1,505.00 \$	2.50 \$	1,750.00 \$
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE		400	LF	1.00 \$	400.00 \$	0.50 \$	200.00 \$	0.58 \$	232.00 \$
6780495	SAWCUT FOR LOOP DETECTOR		200	LF	6.00 \$	1,200.00 \$	7.00 \$	1,400.00 \$	8.05 \$	1,610.00 \$
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL		1	EA	800.00 \$	800.00 \$	750.00 \$	750.00 \$	862.50 \$	862.50 \$
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONCL.) HD.		15	EA	400.00 \$	6,000.00 \$	335.00 \$	5,025.00 \$	385.25 \$	5,778.75 \$
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION		4	EA	6,000.00 \$	24,000.00 \$	5,500.00 \$	26,000.00 \$	7,475.00 \$	29,900.00 \$
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE		500	LF	4.00 \$	2,000.00 \$	5.25 \$	2,625.00 \$	6.05 \$	3,025.00 \$
6825480	FURNISH & INSTALL 4" BREAKAWAY ALUMINUM PEDESTAL POLE		2	EA	600.00 \$	1,200.00 \$	950.00 \$	1,900.00 \$	1,092.50 \$	2,185.00 \$
6845511	FURNISH & INSTALL CONTR. 332/335 CABINET ASS'Y, BASE MOUNTED (INCLUDING FDN.)		1	EA	12,500.00 \$	12,500.00 \$	14,000.00 \$	14,000.00 \$	16,100.00 \$	16,100.00 \$
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE		1	EA	3,000.00 \$	3,000.00 \$	3,400.00 \$	3,400.00 \$	3,910.00 \$	3,910.00 \$
6865722	FURNISH & INSTALL 12' 1-WAY-4 SECTION (R.A. YA. YAF. GA) VEH TRAFFIC SIGNAL		1	EA	700.00 \$	700.00 \$	980.00 \$	980.00 \$	1,127.00 \$	1,127.00 \$
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.A. YA. YAF) VEH TRAFFIC SIGNAL		1	EA	600.00 \$	600.00 \$	850.00 \$	850.00 \$	977.50 \$	977.50 \$
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R. Y. G.) VEHICLE TRAFFIC SIGNAL		10	EA	600.00 \$	6,000.00 \$	800.00 \$	8,000.00 \$	920.00 \$	9,200.00 \$

Sales Tax Transportation Improvement Program

Bid Tabs

Sept. 15, 2016

Item No.	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
6865781	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	EA	8						
6865834	BACKPLATE WIRE/TREFEL BORDERS FOR TRAFFIC SIGNALS	EA	12						
6885980	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1						
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	EA	1						
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	EA	1						
6886131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MDUNT	SF	24						
7011800	CONCRETE CURB AND GUTTER WITH FLUME	EA	4						
7141113	18" RC PIPE CUL. - CLASS III	LF	3,851						
7141114	24" RC PIPE CUL. - CLASS III	LF	1,253						
7141116	36" RC PIPE CUL. - CLASS III	LF	714						
714111C	72" RC PIPE CUL. - CLASS III	LF	160						
7143642	42" SMOOTH WALL PIPE	LF	48						
7191050	CATCH BASIN - TYPE 1 SPECIAL	EA	1						
7191605	CATCH BASIN - TYPE 16	EA	4						
7192020	DROP INLET (24" X 36")	EA	2						
7192040	DROP INLET TYPE 112	EA	22						
7192105	MANHOLE	EA	5						
7192260	48" X 48" JUNCTION BOX	EA	5						
7203210	CONCRETE CURB AND GUTTER (2-07) VERTICAL FACE	LF	895						
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	LF	60						
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	408						
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	207						
7206000	CONCRETE MEDIAN	SY	415						
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	77						
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	98						
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	EA	1						
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	LF	1,500						
8021204	4" PERFORATED UNDERDRAIN	LF	1,500						
8034060	6" PIPE SLOPE DRAIN	LF	200						
8041020	RIP-RAP CLASS B	TON	764						
8041030	RIP-RAP CLASS C	TON	208						
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL 2) TYPE B	SY	1,357						
8051100	STEEL BEAM GUARDRAIL	LF	4,212.5						
8052210	END ANCHOR - TYPE B	EA	6						
8053250	THREE BEAM G.R. BRIDGE CONN.	EA	4						
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	EA	4						
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA	40						
8091050	RIGHT OF WAY PLAT	LS	1						
8100100	PERMANENT COVER	AC	38.8						
8100200	TEMPORARY COVER	AC	20						
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	40						
8104005	FERTILIZER (NITROGEN)	LB	3,200						

Sales Tax Transportation Improvement Program

Bid Tabs

Sept. 15, 2016

Item ID	Description	Unit	Quantity	Unit Price	Subtotal	Material	Installation	Subtotal	Material	Installation	Subtotal
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	3,200	3.00	9,600.00			9,600.00			9,600.00
8104015	FERTILIZER (POTASH)	LB	3,200	3.00	9,600.00			9,600.00			9,600.00
8105005	AGRICULTURAL GRANULAR LIME	LB	64,000	0.50	32,000.00			32,000.00			32,000.00
8109050	SELECTIVE WATERING	GAL	271,500	0.10	27,150.00			27,150.00			27,150.00
8109901	MOWING	AC	104	600.00	62,400.00			62,400.00			62,400.00
8111023	JACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5' CAL. B & B	EA	11	240.00	2,640.00			2,640.00			2,640.00
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	EA	23	240.00	5,520.00			5,520.00			5,520.00
8111144	LAGERSTOEMIA X FAUREI "NATCHEZ" (GRAPE MYRTLE) 8-10' B & B	EA	27	220.00	5,940.00			5,940.00			5,940.00
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5' CAL. B & B	EA	38	250.00	9,500.00			9,500.00			9,500.00
8111186	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3' CAL. B & B	EA	39	250.00	9,750.00			9,750.00			9,750.00
81111XX	FRINGE TREE () 8' HIGH B & B	EA	25	300.00	7,500.00			7,500.00			7,500.00
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	AC	5	1,350.00	6,750.00			6,750.00			6,750.00
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	AC	5	3,000.00	15,000.00			15,000.00			15,000.00
8153000	SILT FENCE	LF	19,292	3.00	57,876.00			57,876.00			57,876.00
8153050	REPLACE/REPAIR SILT FENCE	LF	1,929	5.00	9,645.00			9,645.00			9,645.00
8154011	POROUS BAFFLE	LF	150	22.00	3,300.00			3,300.00			3,300.00
8154012	FLOATING SKIMMER	EA	1	22.00	22.00			22.00			22.00
8154000	SILT BASINS	CY	2,039	20.00	40,780.00			40,780.00			40,780.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,600	5.00	8,000.00			8,000.00			8,000.00
8155300	SEDIMENT DAM RIP-RAP	TON	460	150.00	69,000.00			69,000.00			69,000.00
8156405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	SY	202.00	90.00	18,180.00			18,180.00			18,180.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925	4.00	7,700.00			7,700.00			7,700.00
8160070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	EA	1	16,000.00	16,000.00			16,000.00			16,000.00
8161100	AGGREGATE DIAPHRAGM	CY	22	150.00	3,300.00			3,300.00			3,300.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	MSY	1.00	6,000.00	6,000.00			6,000.00			6,000.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	MSY	0.31	8,000.00	2,480.00			2,480.00			2,480.00
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	10.67	2,500.00	26,675.00			26,675.00			26,675.00
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	32	50.00	1,600.00			1,600.00			1,600.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	32	50.00	1,600.00			1,600.00			1,600.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,215	15.00	18,225.00			18,225.00			18,225.00
8156200	CLEANING INLET STRUCTURE FILTERS	EA	26	500.00	13,000.00			13,000.00			13,000.00
8156210	INLET STRUCTURE FILTER - TYPE B	EA	23	650.00	14,950.00			14,950.00			14,950.00
8157008	TEMPORARY SLOPE DRAIN - 8"	LF	200	50.00	10,000.00			10,000.00			10,000.00
8990524	CONSTRUCTION OF NEW DAM	LS	1	1,800,000.00	1,800,000.00			1,800,000.00			1,800,000.00
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	LS	1	300,000.00	300,000.00			300,000.00			300,000.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	90	16.00	1,440.00			1,440.00			1,440.00
8990556	STEEL CASING PIPE	LF	808	200.00	161,600.00			161,600.00			161,600.00
9607006	STORMWATER BASIN RISERS	LS	1	18,000.00	18,000.00			18,000.00			18,000.00
				Sub-Total	\$ 24,314,355.78			\$ 20,846,651.58			\$ 22,538,663.64
											\$ 24,157,251.31

SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

Item ID	Description	SY	4,170	SY	208,520.81	50.00	208,520.81	50.00	208,520.81	74.75	311,738.61
4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH										
4060010	ASPH. SURF. TREAT. (SINGLE)		16,682	SY	250,224.98	15.00	250,224.98	1.80	30,027.00	3.45	57,551.74
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT		13,650	LF	2,730.00	0.20	2,730.00	0.15	2,047.50	0.17	2,320.50
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT		30	LF	97.50	3.25	97.50	3.00	90.00	3.45	103.50
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT		1,160	LF	348,075.00	300.00	348,075.00	0.25	290.06	0.30	348.08
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT		5,585	LF	1,113.00	0.20	1,113.00	0.15	834.75	0.17	946.05
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.		13,650	LF	5,460.00	0.40	5,460.00	0.35	4,777.50	0.40	5,460.00
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.		30	LF	210.00	7.00	210.00	6.75	202.50	7.78	232.80
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.		1,160	LF	696.15	0.60	696.15	0.55	638.14	0.65	754.16
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.		5,585	LF	2,226.00	0.40	2,226.00	0.35	1,947.75	0.40	2,226.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR), 4" X 4"		81	EA	325.00	4.00	325.00	3.75	304.68	4.31	350.19
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				819,678.44				249,680.70		382,031.63

TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS	\$	24,706,555.84	\$	21,666,330.02	\$	22,788,344.33	\$	24,539,282.95
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UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1.545 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	1,100	LF				\$ 140.00	\$ 154,000.00	\$ 140.00	\$ 154,000.00	
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	815	LF				\$ 17.00	\$ 13,855.00	\$ 17.00	\$ 13,855.00	
3	TEE - 16-INCH x 16-INCH, MJ	4	EA				\$ 1,387.00	\$ 5,548.00	\$ 1,387.00	\$ 5,548.00	
4	BEND- 22.5 DEGREE- 16-INCH, MJ	2	EA				\$ 990.00	\$ 1,980.00	\$ 990.00	\$ 1,980.00	
5	BEND- 45 DEGREE- 16-INCH, MJ	6	EA				\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00	
6	BEND- 90 DEGREE- 16-INCH, MJ	1	EA				\$ 1,105.00	\$ 1,105.00	\$ 1,105.00	\$ 1,105.00	
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	3	EA				\$ 1,760.00	\$ 5,280.00	\$ 1,760.00	\$ 5,280.00	
8	GATE VALVES W/BOX - 16-INCH	11	EA				\$ 3,550.00	\$ 39,050.00	\$ 3,550.00	\$ 39,050.00	
9	AIR RELEASE VALVE IN CAST IRON METER BOX	1	EA				\$ 2,457.00	\$ 2,457.00	\$ 2,457.00	\$ 2,457.00	
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	3	EA				\$ 16,715.00	\$ 50,145.00	\$ 16,715.00	\$ 50,145.00	
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	1	EA				\$ 4,230.00	\$ 4,230.00	\$ 4,230.00	\$ 4,230.00	
13	OPEN CUT AND INSTALL 30" STEEL CASING	170	LF				\$ 187.00	\$ 31,790.00	\$ 187.00	\$ 31,790.00	
14	FLOWABLE FILL	280	CY				\$ 156.00	\$ 43,680.00	\$ 156.00	\$ 43,680.00	
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	80	SY				\$ 91.00	\$ 7,280.00	\$ 91.00	\$ 7,280.00	
	SUBTOTAL - CONSTRUCTION										
	ALTERNATIVE CONSTRUCTION OPTIONS										
15	BORE AND JACK WITH 30-INCH STEEL CASING	180	LF				\$ 490.00	\$ 88,200.00	\$ 490.00	\$ 88,200.00	
16	OPEN CUT AND INSTALL 30" STEEL CASING	180	LF				\$ 470.00	\$ 84,600.00	\$ 470.00	\$ 84,600.00	
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 16)							\$ 511,857.00		\$ 451,000.00	



UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1.545 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	1	EA		\$ -	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	2,587	LF		\$ -	\$ 109.75	\$ 281,728.25	\$ 109.75	\$ 281,728.25	\$ 109.75	\$ 281,728.25
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	1,570	LF		\$ -	\$ 190.00	\$ 298,300.00	\$ 190.00	\$ 298,300.00	\$ 190.00	\$ 298,300.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	2,123	LF		\$ -	\$ 106.00	\$ 225,038.00	\$ 106.00	\$ 225,038.00	\$ 106.00	\$ 225,038.00
WS-5	FLOWABLE FILL	60	CY		\$ -	\$ 155.00	\$ 9,300.00	\$ 155.00	\$ 9,300.00	\$ 155.00	\$ 9,300.00
WS-6	16 X 16 X 16-INCH DIP TEE	7	EA		\$ -	\$ 1,390.00	\$ 9,730.00	\$ 1,390.00	\$ 9,730.00	\$ 1,390.00	\$ 9,730.00
WS-7	16-INCH DIP END CAP	8	EA		\$ -	\$ 1,760.00	\$ 14,080.00	\$ 1,760.00	\$ 14,080.00	\$ 1,760.00	\$ 14,080.00
WS-8	20-INCH HDPE POLY-ANCHORS	6	EA		\$ -	\$ 1,600.00	\$ 9,600.00	\$ 1,600.00	\$ 9,600.00	\$ 1,600.00	\$ 9,600.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	6	EA		\$ -	\$ 2,137.00	\$ 12,822.00	\$ 2,137.00	\$ 12,822.00	\$ 2,137.00	\$ 12,822.00
WS-10	AIR RELEASE VALVE	3	EA		\$ -	\$ 2,275.00	\$ 6,825.00	\$ 2,275.00	\$ 6,825.00	\$ 2,275.00	\$ 6,825.00
WS-11	BORE PIT EXCAVATION	400	CY		\$ -	\$ 9.40	\$ 3,760.00	\$ 9.40	\$ 3,760.00	\$ 9.40	\$ 3,760.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	7	EA		\$ -	\$ 4,250.00	\$ 29,750.00	\$ 4,250.00	\$ 29,750.00	\$ 4,250.00	\$ 29,750.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	14	EA		\$ -	\$ 3,560.00	\$ 49,700.00	\$ 3,560.00	\$ 49,700.00	\$ 3,560.00	\$ 49,700.00
WS-14	CHAIN LINK FENCE	320	LF		\$ -	\$ 29.25	\$ 9,360.00	\$ 29.25	\$ 9,360.00	\$ 29.25	\$ 9,360.00
WS-15	CHAIN LINK DOUBLE SWING GATE	16	LF		\$ -	\$ 55.00	\$ 880.00	\$ 55.00	\$ 880.00	\$ 55.00	\$ 880.00
WS-16	RELOCATE EXISTING LIGHT POLE	1	LS		\$ -	\$ 17,550.00	\$ 17,550.00	\$ 17,550.00	\$ 17,550.00	\$ 17,550.00	\$ 17,550.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	145	SY		\$ -	\$ 21.00	\$ 3,045.00	\$ 21.00	\$ 3,045.00	\$ 21.00	\$ 3,045.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	1	LS		\$ -	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	340	LF		\$ -	\$ 7.00	\$ 2,380.00	\$ 7.00	\$ 2,380.00	\$ 7.00	\$ 2,380.00
WS-20	WW GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 8-FT)	1,407	LF		\$ -	\$ 127.75	\$ 179,744.25	\$ 127.75	\$ 179,744.25	\$ 127.75	\$ 179,744.25
WS-21	WW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	4,025	LF		\$ -	\$ 341.75	\$ 1,375,543.75	\$ 341.75	\$ 1,375,543.75	\$ 341.75	\$ 1,375,543.75
WS-22	WW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	260	LF		\$ -	\$ 210.00	\$ 54,600.00	\$ 210.00	\$ 54,600.00	\$ 210.00	\$ 54,600.00
WS-23	WW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	489	LF		\$ -	\$ 143.00	\$ 71,357.00	\$ 143.00	\$ 71,357.00	\$ 143.00	\$ 71,357.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	265	LF		\$ -	\$ 465.00	\$ 123,225.00	\$ 465.00	\$ 123,225.00	\$ 465.00	\$ 123,225.00
WS-25	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	14	EA		\$ -	\$ 18,820.00	\$ 263,480.00	\$ 18,820.00	\$ 263,480.00	\$ 18,820.00	\$ 263,480.00
WS-26	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	7	EA		\$ -	\$ 12,556.00	\$ 87,892.00	\$ 12,556.00	\$ 87,892.00	\$ 12,556.00	\$ 87,892.00



UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1.545 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	1	LS			\$ -	\$ -	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY			\$ -	\$ -	\$ 8.60	\$ 43,000.00	\$ 8.60	\$ 43,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY			\$ -	\$ -	\$ 9.00	\$ 45,000.00	\$ 9.00	\$ 45,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY			\$ -	\$ -	\$ 20.25	\$ 101,250.00	\$ 20.25	\$ 101,250.00
TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES						\$ -	\$ -	\$ -	\$ 3,476,675.25	\$ -	\$ 3,476,675.25

C.R. JACKSON, INC.

Committed to Fairness, Working with Pride, Aiming for Excellence.
Since 1972.

September 16, 2016

Mr. Dale Collier
PDT Procurement Manager
Richland County Penny
201 Arbor Lake Drive
Columbia, SC 29223

Subject: SLBE/DBE Quotes for Shop Road Extension Phase 1

Dear Mr. Collier:

We have recently been asked to provide a copy of the SLBE/DBE quotes that we used to prepare our proposal for the Shop Road Extension Phase 1 project that bid on September 14, 2016. In doing so, we felt that it was appropriate to share additional information and events that occurred during the bid preparation that involved a Richland County DBE/SLBE subcontractor.

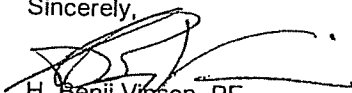
As with all projects, C.R. Jackson, Inc. makes every effort to meet or exceed the DBE/SLBE requirements set forth in the project bid documents. This project was no exception and our preparation started weeks prior to the bid to assure that all responsible subcontractors would be allowed to submit their quotes and have an opportunity to participate in this project if we were successful. We recognized in the early stages of the bid preparation that the SLBE goal was going to be extremely difficult to meet while utilizing subcontractors from the Richland County's approved SLBE Directory, last updated June 7, 2016, but was obtainable with the help from Taylor Brothers Construction Company, Inc.

I spoke to Mr. Collier Taylor several weeks prior to the bid and he expressed an interest in furnishing and hauling the Borrow Excavation needed to balance the project, as well as other miscellaneous hauling. This in itself should have met the SLBE requirements and a significant portion of the DBE requirement. Days prior to the bid, our estimator Ms. Karen Jackson spoke with Mr. Taylor to check on the status of their quote and was informed that they would only be providing us with a hourly haul price in the amount of \$95/hour and could only commit to five(5) trucks.

It became evident the morning of Bid Day after receiving majority of the subcontractor quotes that our fears of not meeting the SLBE requirement were becoming real. I discussed with Ms. Jackson the conversation that she had with Mr. Taylor and decided to call him to confirm their intentions. Mr. Taylor informed me during this conversation that they had teamed up with another prime contractor to furnish, haul, and place all of the Borrow Excavation. I questioned him if he would be providing us a quote per our previous conversation and he stated that he would not and would only be offering an hourly haul rate of \$100/hour. Since this was different than the previously quoted price of \$95/hour I questioned him and was told that they decided to go up an additional \$5/hour earlier that morning. I continued to question why they would not provide us a quote for the Borrow Excavation and he stated *"that he had met with the brothers and that they felt it was in the best interest of Taylor Brothers Construction Company"* to stay exclusive with one prime contractor.

The decision made by Taylor Brothers Construction Company was the reason C.R. Jackson, Inc. was not able to fulfill the Richland County SLBE project specific goal.

Sincerely,



H. Benji Vinson, PE
C.R. Jackson, Inc.

TELEPHONE 803.750.6070 • FAX 803.750.1356
POST OFFICE BOX 8023, 29202 • 100 INDEPENDENCE BLVD., 29210 • COLUMBIA, SC



e) Mitigation Bank Credit Sales

Discussion Point:

Included in your agenda you will find credit sales for five separate projects. These credits are from the Mill Creek Mitigation bank funded with the Richland Penny that was established to provide mitigation bank credits for Richland Penny Projects. The agreement the County has with the mitigation bank allows the County to approve sale of excess credits, and receive 92% of any sale of excess credits. The sale price included in these agreements is in excess of what the County purchases credits for, and more than covers the 8% retained by the mitigation bank. Staff has studied credit needs, and sale of these credits will not adversely impact the Transportation Program. Funding would be applied to the Richland Penny Transportation Program should Council choose to approve these credit sales.

Council Action:

By approving these credit sales Council would be approving the sale of excess credits at the price included in the agenda, and for the sales proceeds to be credited to the Transportation Program.

1. SCDOT: I-20 Widening Project
2. SCDOT: I-77 Widening Project
3. SCDOT: Hardscrabble Road Widening Project
4. JR Lex II, LLC: Dollar General
5. Big Red Box, LLC: Pineview Drive Site

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	I-20 Widening Richland County
<u>Buyer:</u>	SCDOT
<u>Buyer's USACE 404 Permit #</u>	SAC 2010-00545-DGS
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	0.20 (0.10 restoration; 0.10 preservation)
<u>Stream Credits:</u>	827.69 (413.85 restoration; 413.84 preservation)
<u>Credit Gross Proceeds:</u>	\$169,538.00
<u>Richland County Share:</u>	\$155,974.96 (92% of \$169,538.00)
<u>MCMH Share:</u>	\$13,563.04 (8% of \$169,538.00)

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	I-77 Widening and Rehabilitation
<u>Buyer:</u>	SCDOT
<u>Buyer's USACE 404 Permit #</u>	SAC 2015-00155-DS
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	0
<u>Stream Credits:</u>	262.75 (131.375 restoration; 131.375 preservation)
<u>Credit Gross Proceeds:</u>	\$52,550.00
<u>Richland County Share:</u>	\$48,346.00 (92% of \$52,550.00)
<u>MCMH Share:</u>	\$4,204.00 (8% of \$55,520.00)

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Hard Scrabble Road
<u>Buyer:</u>	SCDOT
<u>Buyer's USACE 404 Permit #</u>	SAC 2010-01385
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	0
<u>Stream Credits:</u>	168.30 (84.15 restoration; 84.15 preservation)
<u>Credit Gross Proceeds:</u>	\$33,660.00
<u>Richland County Share:</u>	\$30,967.20 (92% of \$33,660)
<u>MCMH Share:</u>	\$2,692.80 (8% of \$33,660)

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Dollar General
<u>Buyer:</u>	JR Lex II, LLC
<u>Buyer's USACE 404 Permit #</u>	SAC 2015-171-6NO
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	1.35 (0.68 restoration; 0.67 preservation)
<u>Stream Credits:</u>	0
<u>Credit Gross Proceeds:</u>	\$27,000.00
<u>Richland County Share:</u>	\$24,840.00 (92% of \$27,000)
<u>MCMH Share:</u>	\$2,160.00 (8% of \$27,000)

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Pineview Drive Site
<u>Buyer:</u>	Big Red Box, LLC
<u>Buyer's USACE 404 Permit #</u>	SAC 2015-00137
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	6.30 (6.30 restoration; 0.00 preservation)
<u>Stream Credits:</u>	0
<u>Credit Gross Proceeds:</u>	\$126,000.00
<u>Richland County Share:</u>	\$115,920.00 (92% of \$126,000)
<u>MCMH Share:</u>	\$10,080.00 (8% of \$126,000)