

Report Of The Clerk Of Council

Report Of The Chairman

Open/Close Public Hearings

5. a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Section 24-7 and 24-8; and Amending Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Sections 24.5-42, 24.5-43 and 24.5-44; so as to delete the references to liens as a collection method for unpaid bills
- b. An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Eight Hundred Thousand Dollars (\$800,000) to supplement paved road repair

Approval Of Consent Items

6. 15-11MA
Mark & Cynthia Harrelson
RS-HD to RU (4.04 Acres)
4430 Old Leesburg Rd.
25002-03-03(p) **[SECOND READING] [PAGES 28-30]**
7. 15-16MA
Elias Dib
OI to RM-MD (3.25 Acres)
Summer Valley Dr.
17216-10-24 **[SECOND READING] [PAGES 31-32]**
8. 15-17MA
Two Notch Commercial Development
MH/NC to GC (1.68 Acres)
Two Notch Rd. & Aubrey St.
22914-02-03 & 09 **[SECOND READING] [PAGES 33-35]**
9. Conservation Department: Endorsement of Cabin Branch Conservation Corridor **[PAGES 36-42]**
10. Removal of Lien off of Property **[PAGES 43-49]**
11. Lease Agreements with Non-County Entities that are Occupying and Utilizing County Owned Property **[PAGES 50-53]**

Third Reading Items

12. An Ordinance Amending the Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Sections 24-7 and 24-8; and Amending Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Sections 24.5-42, 24.5-43 and 24.5-44; so as to delete the references to liens as a collection method for unpaid bills **[PAGES 54-66]**
13. An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to

appropriate Eight Hundred Thousand Dollars (\$800,000) to supplement paved road repair [PAGES 67-73]

Second Reading Items

14. An Ordinance Amending the Richland County Code of Ordinances, Chapter 24, Utilities; Article IV, Sewers and Sewage Disposal; Division 2, Use of Public Sewers; Section 24-81, Use of Public Sewers Required; so as to clarify that the section only applies to new construction [PAGES 74-76]
15. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26; Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new flood insurance rate map [PAGES 77-99]

First Reading Items

16. An Ordinance to raise revenue, make appropriations, and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2015 and ending June 30, 2016 [FIRST READING BY TITLE ONLY] [PAGES 100-101]
17. 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, 2015, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2015, through June 30, 2016 [FIRST READING BY TITLE ONLY] [PAGES 102-103]
18. An Ordinance Amending the Fiscal Year 2014-2015 Hospitality Tax Fund Annual Budget to appropriate Two Million Twenty-Five Thousand Dollars (\$2,025,000) of Hospitality Fund Balance to provide funding for purchasing property associated with Project LM as recommended by the Economic Development Committee [PAGES 104-106]

Report Of Development And Services Committee

19. Solid Waste Service Charge for Vacant Dwelling Units [PAGES 107-114]

Report Of Administration And Finance Committee

20. Judicial Center Flooring Contract [PAGES 115-118]
21. McCrady Training Center [PAGES 119-127]

Report Of Economic Development Committee

22.
 - 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 Icon Columbia SC LLC, previously identified as Project Sandy; and other related matters [FIRST READING BY TITLE ONLY] [PAGE 128]
 - b. Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional

Industrial Park jointly developed with Fairfield County to increase the percentage of the revenues generated by properties located in Richland County to be deposited in the Richland County Industrial Park Fund from three percent to five percent; and other related matters [**FIRST READING BY TITLE ONLY**] [**PAGE 129**]

c. A Resolution Authorizing the execution of an Intergovernmental Agreement relating to the Pineview Industrial Park between Richland County, South Carolina and the City of Columbia, South Carolina and other matters related thereto [**PAGES 130-136**]

Report Of Rules And Appointments Committee

1. Notification Of Appointments

23. APPOINTMENTS:

a. Airport Commission - 1 [PAGES 139-144]

1. J. Frank Manning, Jr.
2. D. Michael Kelly

b. Building Codes Board of Appeals - 1 [PAGES 145-146]

1. David Cook

c. Accommodations Tax - 1 [PAGES 147-148]

1. Amber Martin

d. Hospitality Tax - 1 [PAGES 149-150]

1. Craig Parks

e. Midlands Workforce Development Board - 3 [PAGES 151-156]

1. Bobby Cunningham
2. Barrie B. Kirk
3. Patrick Thomas

f. Employee Grievance - 3 [PAGES 157-170]

1. Joseph Scott Hallbick
2. Ashley Powell
3. Teresa W. Grissom
4. Timothy R. Lippett
5. Beverley Williams Leeper

6. Suzie Hayne
7. Francine D. German-Gaillard

g. Planning Commission - 4 [PAGES 171-183]

1. Wallace Brown, Sr.
2. William Z. Riley
3. C. David Tuttle
4. Beverly Diane Frierson
5. Nathan Halydier
6. Patrick Palmer

2. Discussion From Rules And Appointments Committee

24. COUNCIL RULES:

a. Motion: In the event that a Standing Committee of Council (Administration & Finance, Development & Services, Economic Development, Rules & Appointments) should fail to have a quorum of its members present either at the beginning of the meeting or after the meeting has begun, any item or items that are reported on Committee Agenda deemed "time sensitive" by a committee member or County staff will be referred to the Chair of the Committee, the Chair of Council and the County Administrator. A determination will be then made by this group as to whether the "time sensitive" designation is valid. This determination may require consultation with a Department Head, Procurement, Legal, et al. If a determination of time sensitivity is made in the affirmative, the Chair of Council may add the item to the next regularly scheduled Council meeting for review, debate and action
[PEARCE AND MANNING]

[The below pertains to Rules and Appointments Committee; proposed amended language]

RULE VI: RULE CHANGES

6.1 Suspension/Amendments

None of the foregoing rules shall be rescinded, suspended, or altered without unanimous consent, if without twenty-four (24) hours' notice, or without the concurrence of two-thirds of the members of the whole (e.g., eight out of eleven members) after previous notice of motion to rescind, suspend, or alter has been given at a prior meeting, and such alteration, suspension, or rescission shall be made only by written resolution.

Time Sensitive Items Pending Committee Action

Notwithstanding any other Council rule, any member of Council may move to add an item which could have been reported on by the committee to which the matter was assigned, but for the lack of a quorum of such committee, if 1) the movant represents that the item is "time sensitive," 2) the motion to add the item to the agenda is properly seconded, 3) the Chair of

the committee to which the item is assigned confirms that in his or her opinion the item is time sensitive, and 4) the Council Chair confirms that in his or her opinion the item is time sensitive, then such item may be added to the agenda at the meeting at which the motion is made upon the concurrence of a majority of the members of the whole [i.e., six (6) Council members out of the eleven members of the whole Council].

This rule is intended to be used only in cases of legitimate time sensitivity as confirmed by the process set forth herein, and not used to bypass the normal committee or Council agenda setting process.

These rules may be amended from time to time, as needed, at the discretion of the County Council upon approval by two-thirds of the members of the whole (e.g., eight out of eleven members) at a regularly scheduled Council meeting.

Other Items

25. REPORT OF THE DIRT ROAD AD HOC COMMITTEE: [PAGES 185-282]

- a. Dirt Road Paving Team Contract

26. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE: [PAGES 283-379]

- a. On-Call Engineering Team- Cox and Dinkins Service Agreement #1

27. REPORT OF THE HOSPITALITY TAX COMMITTEE:

- a. "Destination Facilities" Funding Options
 1. Recommend removal of funding for the Columbia Museum of Art in FY16-17
 2. Explore the Tourism Development fund collected in the unincorporated portions of Richland County as an option for funding.
- b. Richland County Sports Arena
 1. Move forward with negotiations to purchase property [WASHINGTON]

Citizen's Input

28. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

29. a. I move to amend County Code Section 2-261 – Geographic Information System, Item (d) 1-5 to eliminate the fees for GIS data. [ROSE]

Adjournment



Special Accommodations and Interpreter Services

Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

Richland County Council Request of Action

Subject

- a. National Public Works Week Proclamation [**RUSH**]
- b. Resolution Honoring State Highway Patrolman Thomas M. White on receiving the 2014 Richland County Trooper of the Year Award [**ROSE**]

Richland County Council Request of Action

Subject

- a. Regular Session: April 21, 2015 [**PAGES 10-19**]
- b. Zoning Public Hearing: April 28, 2015 [**PAGES 20-22**]
- c. Special Called Meeting: April 28, 2015 [**PAGES 23-24**]

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MINUTES

April 21, 2015
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 6:00 PM

INVOCATION

The Invocation was led by the Honorable Bill Malinowski

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Bill Malinowski

PRESENTATION OF RESOLUTION

Proclamation Recognizing the 85th Anniversary of the Jim Hamilton-LB Owens

Airport – Mr. Pearce presented the Executive Director, Chris Eversmann, and the Airport Commission members with a proclamation recognizing the Jim Hamilton-LB Owens Airport's 85th Anniversary.

Resolution Honoring Aundrai Holloman, Executive Director of the Township

Auditorium [COUNCIL] – Mr. Pearce and Mr. Rush presented a resolution to Aundrai Holloman recognizing him on the revitalization of the Township Auditorium.

Proclamation Honoring Kenny Mullis on being named South Carolina's Commissioner of the Year by the SC Association of Conservation Districts

– Ms. Dickerson presented Kenny Mullis with a proclamation recognizing him for being named South Carolina's Commissioner of the Year by the SC Association of Conservation Districts.

APPROVAL OF MINUTES

Regular Session: April 7, 2015 – Ms. Livingston moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.



Council Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Jim Manning
Seth Rose
Kelvin E. Washington, Sr.

Others Present:

Tony McDonald
Sparty Hammett
Warren Harley
Monique Walters
Brandon Madden
Michelle Onley
Monique McDaniels
Rob Perry
Chris Gossett
Brad Farrar
Larry Smith
Beverly Harris
Amelia Linder
Christy Swofford
Laura Renwick
Dwight Hanna
Quinton Epps
John Hixon
Chad Fosnight
Chanda Cooper
Charlie Fisher
Chris Eversmann
Gloria Tanner
Nancy Stone-Collum

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Special Called Meeting: April 14, 2015 – Mr. Pearce moved, seconded by Ms. Dickerson, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Smith requested to add an item under the Report of the Attorney for Executive Session. The item is entitled “SC Public Interest Foundation vs. Richland County Elections and Voter Registration”.

Mr. Pearce moved, seconded by Mr. Malinowski, to add “SC Public Interest Foundation vs. Richland County Elections and Voter Registration” to the agenda. The vote in favor was unanimous.

Mr. Malinowski stated that Item #13 “Richland County Airport Commission” should be replaced with “Building Codes Board of Appeals”.

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

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Mr. Smith stated that the following item was a potential Executive Session Item:

- a. **Project LM Update**
- b. **Library Lease Update**
- c. **Waterpark Update**
- d. **SC Public Interest Foundation vs. Richland County Elections and Voter Registration**

CITIZENS' INPUT

No one spoke.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **State Infrastructure Bank Update** – Mr. McDonald stated representatives from Richland and Lexington Counties, as well as, the City Columbia again presented their joint application for up \$350 million for area projects on April 20th to the State Infrastructure Bank. The Board had several questions and

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suggestions on how to amend the application to make it more viable for their consideration. The joint application will be resubmitted after working with the Board.

- b. **Budget Update** – Mr. McDonald stated First Reading by Title Only of the budget will be on the May 5th Council agenda. The first budget work session will be held on May 7th.
- c. **Cgov Award** – Mr. McDonald stated the Development Services Department won the Government Customer Service Community of Practice award in the category of Teamwork Excellence.
- d. **FY15-16 Budget Calendar** – Mr. McDonald stated the budget calendar has been amended to hold the Grants budget work session on May 12th and Special Revenue, Enterprise and Millage Agencies work session will now be held on May 14th.

REPORT OF THE CLERK OF COUNCIL

- a. **Legislative Reception** – Ms. McDaniels reminded Council of the Legislative Reception on April 29th at 701 Whaley.

REPORT OF THE CHAIRMAN

- a. **Midlands Workforce Development Area Interlocal Consortium Agreement** – Mr. Rush met with representatives from Midlands Workforce Development to discuss their recertification. At this time, Richland County is a member of the Midlands Regional Alliance with Lexington and Fairfield County. The County could opt out of the alliance, but there is no need based upon the information received.

The State receives funding from the Federal government for workforce development and the State in turns forwards the funding to the regional alliances. If we opted to move to another alliance the funding would go to the new alliance. The County does not have direct control over. The only control the County has is moving to another regional alliance.

Mr. Pearce moved, seconded by Ms. Dixon, to authorize the Chairman of Richland County Council to enter into and submit in his official capacity, by and behalf of Richland County, the Workforce Development Area Designation Petition and related documents to carry out the purpose and intent of the workforce Innovation and Opportunity Act (WIOA) programs in which the County may participate.

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Mr. Malinowski questioned the blank sections in the document in the agenda packet.

Ms. McDaniels stated the documents are the portions of the package the County would need to endorse, but Midlands Workforce Development has a full package that will be going to the Governor's Office, as well as, going out for public comment.

The vote in favor of authorizing the Chair to enter into and submit the petition was unanimous.

PRESENTATIONS

- a. **Midlands Mediation Center** – Ms. Sondra Stephenson, Program Manager, and Ms. Gladys Cole have a brief update on the Midland Mediation Center.
- b. **Lower Richland STEM Project** – Ms. Meghan Hughes Hickman, Executive Director of EngenuitySC, presented the following facts about the Lower Richland STEM Project:
 - EngenuitySC entered into a partnership with Lower Richland High School in June 2013
 - The program focused on re-energizing the students and teachers
 - AP Course participation has increased by 81% in the last 5 years
 - Expulsion rate has decreased by 99% in the last 3 years
 - Out of school suspension rate decreased by 19%
 - 2014 Senior Class doubled scholarship attainment rate (\$7 Million to \$18 Million)

Mr. Pearce moved, seconded by Ms. Dixon, to waive the rules and allow the presentation to exceed the five minute policy, which will allow the School Board Chair and Superintendent an opportunity to speak. The vote in favor was unanimous.

Additionally, Mr. Kelvin Wymbs, Lower Richland High School Principal; Cheryl Harris, Richland One School Board Chairwoman; Dr. Craig Witherspoon, Richland One Superintendent; and Mr. Damon Smith spoke regarding the importance of the STEM Project.

Ms. Hickman stated Council is invited to the public unveiling of the LifeCycle Innovation Project at Lower Richland High School on May 11th at 10:00 AM.

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POINT OF PERSONAL PRIVILEGE – Mr. Washington thanked EngenuitySC and Lower Richland High School for the success of the STEM program.

APPROVAL OF CONSENT ITEM

- **15-03MA, John Cooper, RU to RS-MD (7.03 Acres), Riding Grove Rd., 28900-01-30 [THIRD READING]**

Mr. Pearce moved, seconded by Ms. Dixon, to approve the consent item. The vote in favor was unanimous.

THIRD READING

14-38MA, George Goff, HI to GC (15.39 Acres), 1117 & 1105 Sparkleberry Lane Ext., 22909-04-01 & 22905-06-10 – Ms. Dixon moved, seconded by Mr. Malinowski, to defer this item until June. The vote in favor was unanimous.

SECOND READING ITEMS

An Ordinance Amending the Richland County Code of Ordinances: Chapter 24. Utilities; Article II. Water and Sewer Service Generally; Sections 24-7 and 24-8; and Amending Chapter 24.5. Special Sewer Assessment District; Article III. Financing Improvements; Rates and Charges; Sections 24.5-42, 24.5-43 and 24.5-44; so as to delete the references to liens as a collection method for unpaid bills – Mr. Washington moved, seconded by Ms. Dickerson, to approve this item.

Mr. Livingston requested the GEAR/Debt SetOff program option be incorporated into the ordinance.

Mr. Malinowski stated the utilization of the GEAR/Debt SetOff program was a part of the committee's recommendation.

The vote in favor was unanimous.

An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Eight Hundred Thousand Dollars (\$800,000) to supplement paved road repair – Mr. Malinowski moved, seconded by Ms. Dixon, to approve this item.

Mr. Malinowski stated Ms. Dixon inquired at the last meeting about the implementation of a "black list" to prevent developers who may have gone out of business and/or changed their company name to from receiving contracts with the County in the future.

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He requested an answer to Ms. Dixon's question regarding a "black list" prior to Third Reading of this item.

REPORT OF RULES AND APPOINTMENTS COMMITTEE.

I. NOTIFICATION OF VACANCIES

- a. Accommodations Tax Committee - 2
- b. Business Service Center Appeals - 1
- c. Board of Zoning Appeals - 1
- d. Internal Audit Committee - 1
- e. Procurement Review Panel - 2

Mr. Malinowski stated the committee recommended advertising or re-advertising for the above-references vacancies. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. **Building Board of Code of Appeals** - Mr. Malinowski stated the committee recommended re-appointing William Bailey Kauric. The vote in favor was unanimous.

III. COUNCIL RULES

- a. **In the event that a Standing Committee of Council (Administration & Finance, Development & Services, Economic Development, Rules & Appointments) should fail to have a quorum of its members present either at the beginning of the meeting or after the meeting has begun, any item or items that are reported on Committee Agendas deemed "time sensitive" by a committee member or County staff will be referred to the Chair of the Committee, the Chair of Council and County Administrator. A determination will be then made by this group as to whether the "time sensitive" designation is valid. This determination may require consultation with a Department Head, Procurement, Legal, et al. If a determination of time sensitivity is made in the affirmative, the Chair of Council may add the item to the next regularly scheduled Council meeting for review, debate and action [PEARCE and MANNING] - This item was held in committee.**

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REPORT OF THE SEWER AD HOC COMMITTEE

An Ordinance Amending the Richland County Code of Ordinances, Chapter 24, Utilities; Article IV, Sewers and Sewage Disposal; Division 2, Use of Public Sewers; Section 24-81, Use of Public Sewers Required; so as to clarify that the section only applies to new construction [FIRST READING] – Mr. Washington stated the committee recommended approval of this item. The vote was in favor.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. **OET Contract Authorization** – Mr. Livingston stated the committee recommended approval of the individual service agreements and fees associated with the work assigned as follows:
1. All service agreements will be developed and assigned by the Richland County Director of Transportation. Each service agreement will be based on a negotiated scope and fee.
 2. For any service agreement where the negotiated fee is less than \$500,000, the Director of Transportation will approve the service agreement.
 3. For any service agreement where the negotiated fee is equal to or more than \$500,000, but less than \$1,000,000 the County Administrator will approve the service agreement.
 4. For any service agreement where the negotiated fee is \$1,000,000 or more, the Richland County Council will approve the service agreement.

Mr. Jeter inquired if the reports received would be shared with full Council, as well as, the Transportation Ad Hoc Committee.

Mr. Livingston stated all reports would be shared with the Transportation Ad Hoc Committee and full Council.

Mr. Washington inquired if the scope of the agreements would be brought to Council or would staff be developing them.

Mr. Livingston stated it was his understanding that staff would be developing the agreements.

Mr. Washington requested Mr. Perry to outline the process.

Mr. Perry stated the process is as follows: (1) The Transportation Department will assign On-Call Engineering firms projects based on the Transportation Improvement Program approved by Council on December 9, 2014; (2) Fee negotiations will be based on contract authorization

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levels; (3) all widenings and major projects will be brought back to Council.

Mr. Washington inquired if the DBE and SLBE participation will be tracked.

Mr. Perry answered in the affirmative.

The vote in favor of the committee's recommendation was unanimous.

- b. **2015 TIGER Grant Candidates** – Mr. Livingston stated on April 2, 2015 that \$500 million will be made available, with applications beginning April 3, 2015, for transportation projects across the country. The County wishes to participate in this application process. The Program Development Team proposed submitting applications for (1) Bluff Road and Rose Drive and (2) Clemson/Clemson & Sparkleberry, and Clemson to Percival.

The committee recommends approval of the Program Development Team's proposal. The vote in favor was unanimous.

REPORT OF THE DECKER CENTER AD HOC COMMITTEE

- a. **General Contractor Bid** – Mr. Manning stated the committee recommends entering into a contract in the amount of \$22,237,000 with H. G. Reynolds for General Contractor services on the Decker Center. The vote in favor was unanimous.

CITIZENS' INPUT

Mr. Frank Mitchell spoke on behalf of the Minority Contractor Association of South Carolina regarding their participation in the Penny Sales Tax program.

Mr. James Whitmire spoke regarding neighborhood road repair requests that have not been addressed by the developer, Steve Lipscomb.

POINT OF PERSONAL PRIVILEGE – Mr. Manning thanked the community for appointing one spokesman to address the Council.

POINT OF PERSONAL PRIVILEGE – Mr. Washington recognized Mr. Nance from the Commerce Department was in the audience.

A discussion took place regarding the rules and procedures for allowing citizens to speak to an item that will have a public hearing at a future meeting.

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Ms. Sara Prioleau, Ms. Blanch McFadden, Ms. Lottie Wesley, Ms. Jennifer Mancke, Mr. Wayne Adams, Ms. Carletta Wilson, Mr. Tom Mancke, Ms. Helen Taylor Bradley, Ms. Wendy Brawley, Mr. Frankey House, Ms. Laura Grant, Mr. Ronald Palmer, Mr. Aiden Gruner, Ms. Donzetta Lindsey, and Ms. Mary Amanfo spoke against the Lower Richland Sewer Project.

Mr. Paul Brawley spoke about the attitudes of Council members toward the Lower Richland citizens.

Mr. Jeter requested staff follow-up with the Lower Richland citizens that felt they should have received the Lower Richland Sewer survey, but did not and were told they were not affected by the sewer project.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 7:55 p.m.
and came out at approximately 9:08 p.m.*

- a. **Project LM Update** – Mr. Manning moved, seconded by Mr. Malinowski, to direct staff to proceed as discussed in Executive Session. The vote in favor was unanimous.
- b. **Library Lease Update** – Mr. Livingston moved, seconded by Mr. Malinowski, to proceed as discussed in Executive Session. The vote in favor was unanimous.
- c. **Waterpark Update** – Mr. Manning moved, seconded by Mr. Livingston, to direct staff to proceed as discussed in Executive Session. The vote in favor was unanimous.
- d. **SC Public Interest Foundation vs. Richland County Elections and Voter Registration** – No action was taken.

MOTION PERIOD

- a. **I move that Council review all policies and guidelines [JACKSON]** – This item was referred to the Rules & Appointments Committee.
- b. **Richland County has a Non-Discrimination, Equal Opportunity Policy. Council shall develop an action plan that holds the Administrator and staff accountable for not following Council approved guidelines, policies and ordinances [JACKSON]** – This item was referred to the Rules & Appointments Committee.

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- c. **The Administrator and staff shall abide by all policies; directives; guidelines and ordinances set by Council. An action shall be developed to address violators' [JACKSON]** – This item was referred to the Administration & Finance Committee.
- d. **I move that the Administrator and Procurement Director do a workshop to present the differences between what the Consultant Franklin Lee provided to Council for the Disparity Study and what the Procurement Directors changes/differences are [JACKSON]** – This item was referred to the OSBO Ad Hoc Committee.

ADJOURNMENT

The meeting adjourned at approximately 9:28 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Kelvin E. Washington, Sr.

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

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ZONING PUBLIC HEARING

April 28, 2015
7:00 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 7:01 PM

ADDITIONS/DELETIONS TO THE AGENDA

Ms. Hegler stated there were no additions or deletions to the agenda.

ADOPTION OF THE AGENDA

Mr. Pearce moved, seconded by Mr. Livingston, to adopt the agenda as distributed. The vote in favor was unanimous.

MAP AMENDMENTS

15-09MA, Patrick Palmer, RS-MD to RC (5.23 Acres portion of a 31.23 Acre Tract), Rimer Pond Rd. & Longtown East, 20500-04-27(p)

Mr. Rush requested the developer and community representatives meet to discuss the re-zoning request. If any of the members of the community are interested in attending the meeting, they should leave their contact information with the Clerk of Council.

Mr. Rush requested a copy of the minutes of the Planning Commission meeting and their reason for denial.

Mr. Rush moved, seconded by Ms. Dickerson, to defer the public hearing and item until the May 26th Zoning Public Hearing. The vote in favor was unanimous.

15-11MA, Mark & Cynthia Harrelson, RS-HD to RU (4.04 Acres), 4430 Old Leesburg Rd., 25002-03-03(p)

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.



Council Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Seth Rose
Kelvin E. Washington, Sr.

Others Present:

Sparty Hammett
Monique Walters
Michelle Onley
Monique McDaniels
Tracy Hegler
Amelia Linder
Suzie Haynes
Holland Leger
Geo Price

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Zoning Public Hearing Tuesday, April 28, 2015 Page Two

Mr. Jackson moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

Mr. Jackson requested that staff contact him in advance regarding any re-zoning requests in District 11 in the future.

15-14MA, Jeff Joyner, RU to LI (2.05 Acres), 360 Lee Rd., 20300-02-19

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Mr. Pearce, to deny the re-zoning request. The vote in favor was unanimous.

15-16MA, Elias Dib, OI to RM-MD (3.25 Acres), Summer Valley Dr., 17216-10-24

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Rush moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

15-17MA, Two Notch Commercial Development, MH/NC to GC (1.68 Acres), Two Notch Rd. & Aubrey St., 22914-02-03 & 09

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

TEXT AMENDMENTS

An Ordinance Amending the Richland County Code of Ordinances: Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new flood insurance rate map

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Zoning Public Hearing
Tuesday, April 28, 2015
Page Three

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item.

Mr. Malinowski stated that he has several questions, which he has relayed to staff. He requested this item not be placed on the May 5th Council agenda for consent to allow for discussion of any proposed changes.

The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:08 PM.



RICHLAND COUNTY COUNCIL

S O U T H C A R O L I N A

SPECIAL CALLED MEETING

April 28, 2015
7:30 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 7:30 PM

PENDING LITIGATION [EXECUTIVE SESSION]

Council went into Executive Session at approximately 7:30 p.m. and came out at approximately 8:07 p.m.

- a. **PENDING LITIGATION** – No action was taken.

ADJOURNMENT

The meeting adjourned at approximately 8:08 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning



Council Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Seth Rose
Kelvin E. Washington, Sr.

Others Present:

Tony McDonald
Sparty Hammett
Michelle Onley
Monique McDaniels
Larry Smith

RICHLAND COUNTY COUNCIL

S O U T H C A R O L I N A



**Richland County Council
Special Called Meeting
Tuesday, April 21, 2015
Page Two**

Seth Rose

Kelvin E. Washington, Sr.

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

Richland County Council Request of Action

Subject

- a. Pending Litigation: Hopkins and Lower Richland Citizens United, Inc., and Wendy Brawley vs. Richland County

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Section 24-7 and 24-8; and Amending Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Sections 24.5-42, 24.5-43 and 24.5-44; so as to delete the references to liens as a collection method for unpaid bills

- b. An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Eight Hundred Thousand Dollars (\$800,000) to supplement paved road repair

Richland County Council Request of Action

Subject

15-11MA
Mark & Cynthia Harrelson
RS-HD to RU (4.04 Acres)
4430 Old Leesburg Rd.
25002-03-03(p) [**SECOND READING**] [**PAGES 28-30**]

Notes

First Reading: April 28, 2015
Second Reading:
Third Reading:
Public Hearing: April 28, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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 A PORTION OF THE REAL PROPERTY DESCRIBED AS TMS # 25002-03-03 FROM RS-HD (RESIDENTIAL, SINGLE-FAMILY – HIGH DENSITY DISTRICT) TO RU (RURAL 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 a portion of the real property described as TMS # 25002-03-03 from RS-HD (Residential, Single-Family – High Density District) zoning to RU (Rural District) zoning; as further shown on Exhibit A, which is attached hereto and incorporated herein.

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 _____, 2015.

RICHLAND COUNTY COUNCIL

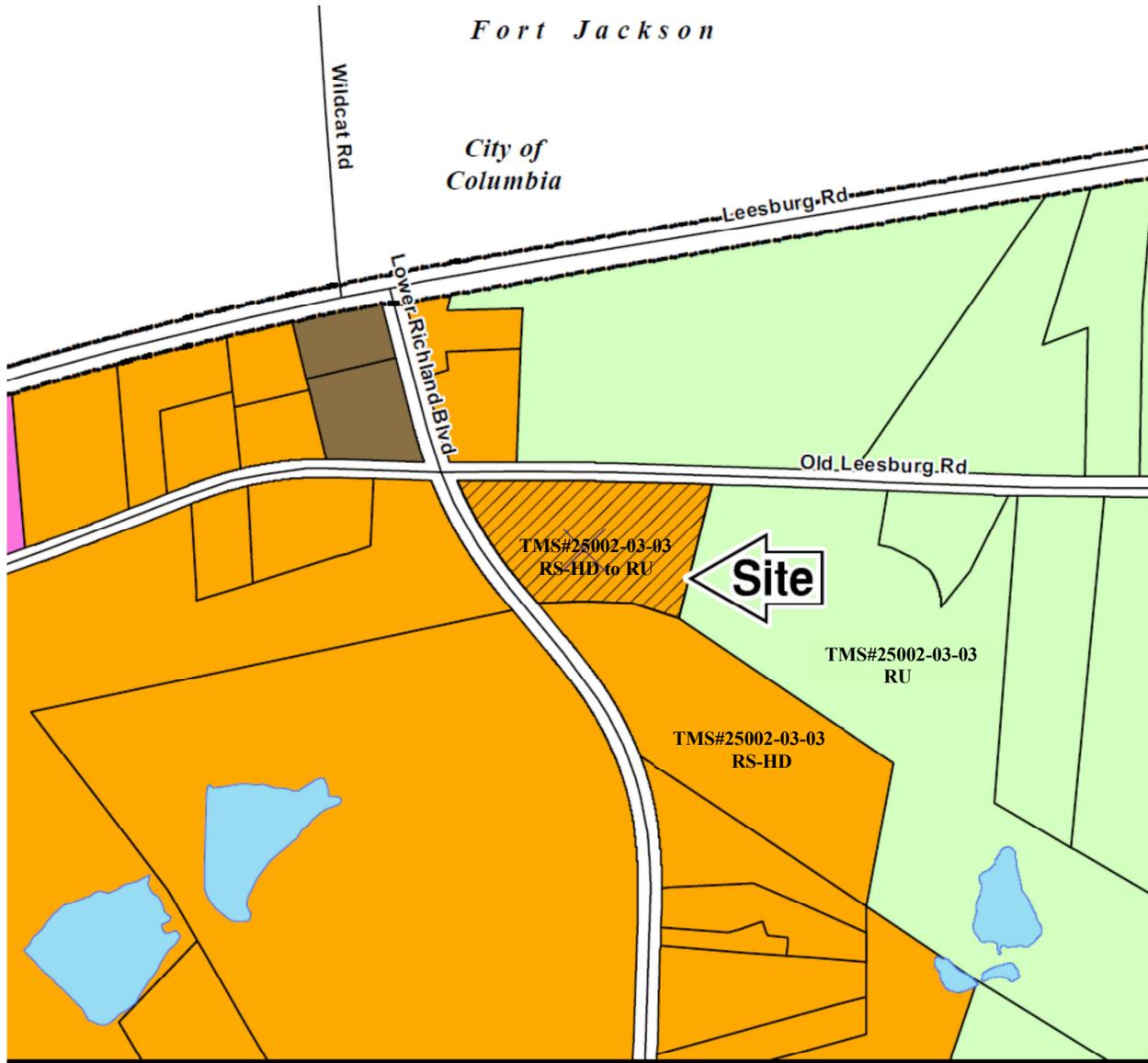
By: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: April 28, 2015
First Reading: April 28, 2015
Second Reading: May 5, 2015 (tentative)
Third Reading:

Exhibit A



ZONING CLASSIFICATIONS



Richland County Council Request of Action

Subject

15-16MA
Elias Dib
OI to RM-MD (3.25 Acres)
Summer Valley Dr.
17216-10-24 [**SECOND READING**] [**PAGES 31-32**]

Notes

First Reading: April 28, 2015
Second Reading:
Third Reading:
Public Hearing: April 28, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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 # 17216-10-24 FROM OI (OFFICE AND INSTITUTIONAL DISTRICT) TO RM-MD (RESIDENTIAL, MULTI-FAMILY – MEDIUM DENSITY 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 # 17216-10-24 from OI (Office and Institutional District) zoning to RM-MD (Residential, Multi-Family – Medium Density 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 _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: April 28, 2015
First Reading: April 28, 2015
Second Reading: May 5, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

15-17MA
Two Notch Commercial Development
MH/NC to GC (1.68 Acres)
Two Notch Rd. & Aubrey St.
22914-02-03 & 09 [**SECOND READING**] [**PAGES 33-35**]

Notes

First Reading: April 28, 2015
Second Reading:
Third Reading:
Public Hearing: April 28, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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 # 22914-02-03 FROM NC (NEIGHBORHOOD COMMERCIAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT) AND TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED TMS # 22914-02-09 FROM MH (MANUFACTURED HOME 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 # 22914-02-03 from NC (Neighborhood Commercial) zoning to GC (General Commercial District) zoning.

Section II. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 22914-02-09 from MH (Manufactured Home District) zoning to GC (General Commercial District) zoning.

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 V. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 28, 2015
First Reading: April 28, 2015
Second Reading: May 5, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

Conservation Department: Endorsement of Cabin Branch Conservation Corridor [**PAGES 36-42**]

Notes

April 28, 2015 - The Committee recommended that Council endorse the creation of a Cabin Branch Conservation Corridor.

Richland County Council Request of Action

Subject: Conservation Department: Endorsement of Cabin Branch Conservation Corridor

A. Purpose

County Council is requested to endorse the creation of the Cabin Branch Conservation Corridor.

B. Background / Discussion

Richland County Council's purchase of the Hopkins property in 2014 protects almost two and a half miles along Cabin Branch, most of that on both sides of the creek. Richland County Conservation Commission (RCCC) holds two easements (Haynes and Neal) on Cabin Branch immediately south of Cabin Creek Road. These three properties form the nexus of phase one of the Cabin Branch Conservation Corridor which would run from the county-owned property near Garners Ferry Road to Clarkson Road.

A conservation corridor would protect land on either side of Cabin Branch through voluntary conservation easements with landowners. The goal is to maintain a vegetated buffer of at least 300 feet from each stream bank. With this size buffer, water quality is protected by reducing runoff, erosion, and pollutants. A recent US Geological Survey report indicated harmful levels of chemicals, bacteria, and medicine have been found in Congaree National Park's waterways.

Other benefits of a conservation corridor include providing wildlife habitat, protecting bottomland forests, and protecting the ecological systems in the Myers Creek/Cabin Branch Watershed by maintaining or restoring proper hydrological function. The potential exists for developing a greenway or hiking trails along the approximate 4 miles in this section of Cabin Branch.

RCCC designation of Cabin Branch as a conservation corridor allows properties within the boundaries to receive priority for use of RCCC's resources. It also helps establish a justification for favorable tax treatment of donated easements. Purchase of development rights through conservation easements would be the primary means for protecting the creek. The wetlands along Cabin Branch are extensive and often undevelopable, thus severely limiting landowners' use of the property. Twenty-four landowners hold property within the phase one boundaries. Each easement will come back to Council for approval. Depending on the responsiveness of landowners, phase two would involve the remainder of Cabin Branch that leads to Myers Creek at Bluff Road.

Council approved staff development of a Preservation Land Management Plan on November 18, 2014. Two of the goals outlined for the program are to 1) sustain the county's diverse ecosystems and 2) engage under-represented groups in land use dialogue and in the value of land stewardship. The Cabin Branch Conservation Corridor would be one component of the Preservation Land Management Plan to meet these goals and would establish a pilot program that could be used elsewhere in the county. The Lower Richland Master Plan charges RCCC with preserving areas with high priority conservation lands. Cabin Branch flows into Myers Creek which joins Cedar Creek at the northwestern corner of Congaree National Park to become the main waterway through the park and the only Outstanding National Resource Water in the state. RCCC considers Cabin Branch, as a major tributary to Cedar Creek, one of the critical natural assets in Richland County worthy of a protection plan.

C. Legislative / Chronological History

This is a staff driven initiative and was approved by RCCC at its February 23, 2015 meeting.

D. Financial Impact

Costs to purchase development rights through conservation easements would be allocated within the RCCC budget for easement acquisition. Funds available would dictate how many acres could be protected in any given fiscal year.

E. Alternatives

1. Approve the request to endorse the creation of a Cabin Branch Conservation Corridor to provide for an organized effort to acquire easements along the creek.
2. Do not approve endorsing Cabin Branch Conservation Corridor.

F. Recommendation

It is recommended that Council approve the request to endorse the creation of a Cabin Branch Conservation Corridor.

Recommended by: Quinton Epps

Department: Conservation

Date: April 7, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 4/12/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Request is a policy decision for Council discretion.

Based on the ROA financial section, program would be limited based on the available funding within the Conservation budget. Therefore it may be beneficial for Council to consider applying a value to the potential easements within the program and restricting an amount of current cash on hand to sustain the program. This would not reduce the accessible funding for the Conservation projects but simply reduce the risk of the County overcommitting available dollars for new projects without maintain sustainable funding for existing projects.

Planning

Reviewed by: Tracy Hegler

Date: 4/14/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The Cabin Branch Conservation Corridor is consistent with the objectives of protecting the County’s rural heritage, maintaining water quality and protecting our water resources found in both the Lower Richland Master Plan, adopted by County Council in 2013, and the Updated Comprehensive Plan, adopted in 2015. Further, as stated in the background section, this designation would serve as a major first step in implementation of the evolving Preservation Land Management Plan.

Legal

Reviewed by: Elizabeth McLean

Date: 4/21/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 4/21/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval using funding allocated to the Conservation Commission.

Cabin Branch Conservation Corridor

Lower Richland is an area rich in natural resources – prime agricultural soils, Carolina Bays, wetlands, numerous creeks, and the floodplains of the Congaree and Wateree Rivers. As development marches eastward from Columbia, the pressure on these natural resources grows. Both the Master Plan for Lower Richland and the Comprehensive Land Use Plan Update recognize the need to protect rural lands and waterways and the environmental/ecological services they provide.

One means of meeting those goals is to create conservation corridors along water resources. The Cabin Branch Conservation Corridor is a plan to protect Cabin Branch from south of Garners Ferry Road to Bluff Road. The creek flows east of Lower Richland Blvd. almost eight miles to meet Myers Creek at Bluff Road. Myers Creek and Cedar Creek join at the northwestern corner of Congaree National Park to become Cedar Creek, the main waterway through the park and the only Outstanding National Resource Water in South Carolina. A recent US Geological Survey report indicated harmful levels of chemicals, bacteria, and medicine have been found in the park's waterways.

Important benefits for the Cabin Branch Conservation Corridor include:

- Improved water quality by providing a buffer to help prevent runoff, erosion and reduce pollutants
- Protected wildlife habitat and wildlife corridors
- Potential for recreational trails/greenway connecting the Lower Richland community to Congaree National Park
- Protected bottomland forests
- Protected ecological systems in the Myers Creek/Cabin Branch Watershed by maintaining or restoring proper hydrological function
- Protected and improved existing green space by providing incentives to keep or restore native vegetation and reduce land clearing and disturbance
- Preserved historic and archeological features associated with Lower Richland

Richland County Council's purchase of the Hopkins property in 2014 protects approximately two and a half miles along Cabin Branch, most of that on both sides of the creek. Richland County Conservation Commission (RCCC) holds two easements (Haynes and Neal) on Cabin Branch immediately south of Cabin Creek Road. These three properties form the nexus of phase one of the Cabin Branch Conservation Corridor.

RCCC designation of Cabin Branch as a Conservation Corridor allows properties within the boundaries to receive priority for use of RCCC's resources. It also helps establish a justification for favorable tax treatment of donated easements. Purchase of development rights through conservation easements would be the primary means for protecting the creek. The wetlands along Cabin Branch are extensive and often undevelopable, thus severely limiting landowners' use of the property. Easements would be sought to provide a vegetated buffer of 300 feet on either side of the creek, wide enough to protect water quality from runoff, while providing wildlife habitat and shelter. This will be a VOLUNTARY program.

Phase one involves contacting landowners to assess their interest in permanently protecting the creek portion of their property with an easement.

- Eight parcels lie between the county-owned property and the RCCC easements.
- There are six parcels on the east side of the creek adjacent to the Haynes easement.
- Ten parcels lie between the railroad line and Clarkson Road.

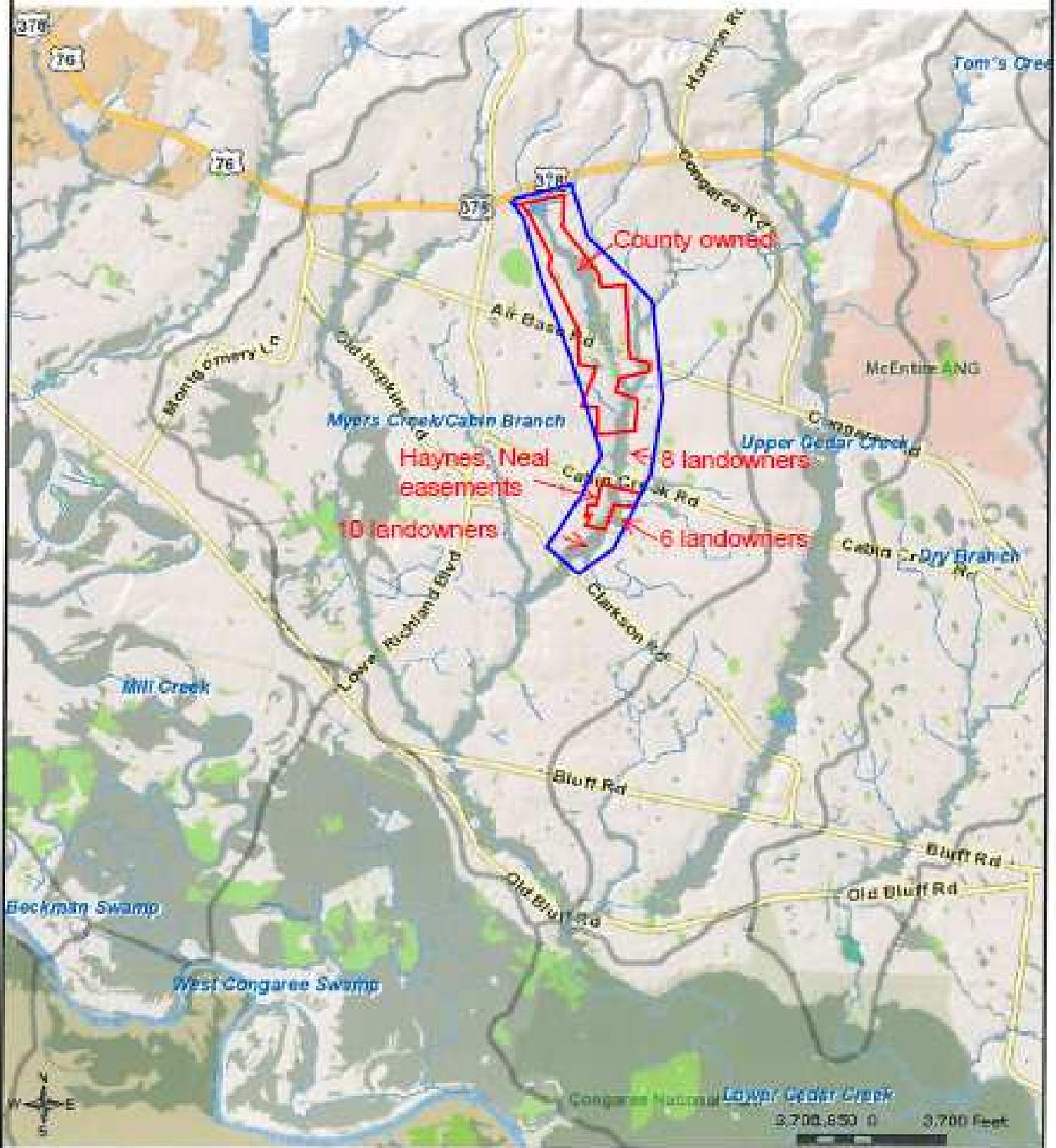
Easement considerations:

- Desired 300 ft. of buffer – wetlands and or high ground
- No timbering; trees may be removed to control insects and disease or to prevent personal injury and property damage

- Higher compensation for landowners willing to allow public access for trails
- No structures other than footbridges and boardwalks

Phase 2 would involve the 35 landowners from Clarkson Road to Bluff Road.

Cabin Branch Conservation Corridor Phase 1



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DISCLAIMER: This is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.



Richland County Council Request of Action

Subject

Removal of Lien off of Property [**PAGES 43-49**]

Notes

April 28, 2015 - The Committee recommended that Council approve removing the lien off of the property located at 2045 Smith St., (Parcel # R13516-03-21) contingent on the property owner donating the land to the Atlas Road Community Organization. The Committee requested that staff develop and present a policy to Council to address future requests for removing liens off of property in a similar manner for their consideration.

Richland County Council Request of Action

Subject: Removal of Lien off of Property Contingent on the Property Owner Donating the Land to a Community Organization

A. Purpose

Council is requested to approve removing the lien off of the property located at 2045 Smith St., (Parcel # R13516-03-21) contingent on the property owner donating the land to the Atlas Road Community Organization.

B. Background / Discussion

At the April 7, 2015 Council meeting, Mr. Washington brought forth the following motion:

“To have Richland County remove the lien off of the property located at 2045 Smith St., (Parcel # R13516-03-21) contingent on the property owner donating the land to the Atlas Road Community Organization”

The property located at 2045 Smith St. – see attached map – is owned by Jerome E. Smith. There are two (2) County liens on that property for mitigating the unsafe condition of the property – see attached. There was an unsafe structure located on the property that was demolished by the County through the County’s unsafe housing program on June 26, 2008.

The lien dated June 30, 2008, in the amount of \$4,250, is the assessment fee for the County demolishing the structure that was located on the property.

The lien dated March 6, 2008, in the amount of \$155, is the assessment fee for the County performing the title search for the property.

Currently, there are no structures located on the property.

This is a policy decision for Council.

C. Legislative / Chronological History

- April 7, 2015 – motion brought forth by Mr. Washington

D. Financial Impact

The financial impact of this request to the County would be the potential loss of the total amount of the liens is \$4,405.

E. Alternatives

1. Approve to have Richland County remove the lien off of the property located at 2045 Smith St., (Parcel # R13516-03-21) contingent on the property owner donating the land to the Atlas Road Community Organization.
2. Do not approve to have Richland County remove the lien off of the property located at 2045 Smith St., (Parcel # R13516-03-21) contingent on the property owner donating the land to the Atlas Road Community Organization.

F. Recommendation

This is a policy decision of Council.

Recommended by: Kelvin Washington

Department: County Council

Date: April 7, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 4/13/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Request is a policy decision left to Council discretion.

Building Services

Reviewed by: Donny Phipps

Date: 4/14/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: decision left to Council discretion

Legal

Reviewed by: Elizabeth McLean

Date: 4/21/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett

Date: 4/21/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision for Council.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

NOTICE OF LIEN

As provided by law, notice is hereby given that the party named in this lien is liable for the assessed fee for mitigating the unsafe condition located at

2045 Smith Street, TMS# R13516-03-21.

Along with any penalties and interest established by law for failure to correct the deficiencies and unsafe conditions made known to the party herein named by certified mail return receipt requested and posting of the subject properties. Therefore, there is a lien in favor of Richland County, South Carolina, on all property and rights belonging to this landowner for the amount of the mitigation fee, and penalties, interest and costs that may accrue as provided by law.

All of my interest (specifically my Life Estate) in and to all certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, being designated as Lot 4 of Block H, being known as 2045 Smith Street , and bearing the Tax Map Number 13516-03-21; according to Richland County Tax Maps, measuring 150 feet, more or less, along the front and rear property lines and 125 feet, more or less, along the side property lines.

Name and Residence of Landowner: Jerome E. Smith
505 Antioch Place
Columbia, SC 29209

Nature of Assessment: Demolition of Structure

TOTAL: \$4250.00

Place of Filing: Register of Deeds
Richland County Judicial Center
1701 Main Street
Post Office Box 192
Columbia, South Carolina 29202

This Notice was prepared and signed at Columbia, South Carolina, on this 30th day of June 2008.

Signature



Book 1442-3699
2008052195 06/30/2008 15:40:37:193 Demo Unsafe Housing
Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00



2008052195 Richard W. Rodden Richland County ROD

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

NOTICE OF LIEN

As provided by law, notice is hereby given that the party named in this lien is liable for the assessed fee for mitigating an unsafe condition located at 2045 Smith Street **TMS# R13516-03-21.**

Along with any penalties and interest established by law for failure to correct the deficiencies and unsafe conditions made known to the party herein named by certified mail return receipt requested and posting of the subject properties. Therefore, there is a lien in favor of Richland County, South Carolina, on all property and rights belonging to this landowner for the amount of the mitigation fee, and penalties, interest and costs that may accrue as provided by law.

All of my interest (specifically my Life Estate) in and to all certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, being designated as Lot 4 of Block H, being known as 2045 Smith Street ,and bearing the Tax Map Number 13516-03-21; according to Richland County Tax Maps, measuring 150 feet, more or less, along the front and rear property lines and 125 feet, more or less, along the side property lines.

Name and Residence of Landowner: Jerome E. Smith
505 Antioch Place
Columbia, SC 29209

Nature of Assessment Title Search Amount \$155.00

TOTAL \$ 155.00

Book 1408-2548
2008018021 03/06/2008 12:47:12:667
Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00
Demo Unsafe Housing
2008018021 Richard W. Rodden Richland County ROD

MAP ATTACHMENT



Parcel Information: ✕

<http://www.richlandmaps.com/apps/gmap/?base=sat>

Parcel Number: R13516-03-21
Situs Address: 2045 SMITH ST
Primary Zoning: MH
Secondary Zoning:
Tax District: 1LR
NBHD Code: 083.00
Assessed Value: 4,200
Building Value: 0
Land Value: 4,200
Acreage: 0
Owner Name: SMITH JEROME E
Owner Address: 505 ANTIOCH PL
Owner Address:
Owner City: COLUMBIA
Owner State: SC
Owner ZIP: 29209
Bedrooms: 3
Bathrooms: 1
Year Built: 1960
Heated Sq Feet: 1,171 ft²
Last Sale Date: March 4, 1997
Last Sale Price: \$5

Richland County Council Request of Action

Subject

Lease Agreements with Non-County Entities that are Occupying and Utilizing County Owned Property [**PAGES 50-53**]

Notes

April 28, 2015 - The Committee recommended that Council direct staff to obtain formal lease agreements with all non-county entities that are occupying and utilizing county owned property. The agreements will be brought to Council for review and action.

Richland County Council Request of Action

Subject: Lease Agreements with Non-County Entities that are Occupying and Utilizing County Owned Property

A. Purpose

Council is requested to direct staff regarding obtaining formal lease agreements with all non-county entities that are occupying and utilizing county owned property.

B. Background / Discussion

There are a number of non-county entities that are occupying and utilizing county owned property. The County is oftentimes required to provide space to certain state entities, but throughout the years we have not required the entities to execute lease agreements with the County. Entering into formal lease agreements with these non-county entities can protect the county’s interests and regulate the use of the property by the non-county entities. Additionally, this will provide the county with the flexibility needed to mitigate any potential liability issues that may arise or result from the utilization of county owned property by non-county entities.

Some of the non-county entities have entered into a formal lease agreement with the county to utilize county owned property in past years. Staff recommends entering into formal lease agreements with the non-county entities where no lease agreement exists, and amending existing agreements if needed.

A list of all non-county entities that are occupying and utilizing county owned property is presented here:

Non-County Entities Occupying and Utilizing County-owned Property				
Agency	Address	City	Zip	Existing Lease Agreement
Department of Social Services	3220 Two Notch Rd.	Columbia	29204	No
Wateree Community Actions	3220 Two Notch Rd.	Columbia	29204	No
Probation, Pardon and Parole (PPP)	1221 Gregg St.	Columbia	29201	No
Public Health Department	2020 Hampton St.	Columbia	29201	Yes
United Way (Eye/Dental Clinics)	2020 Hampton St.	Columbia	29201	Yes
Elections/Voter Registration	2020 Hampton St.	Columbia	29201	No
Legislative Delegation	1701 Main Street	Columbia	29201	No
Babcock Center	6 Mauney Court	Columbia	29201	Yes
Eagle Aviation	1400 Jim Hamilton Blvd.	Columbia	29205	Yes
Aircraft Maintenance Services	1400 Jim Hamilton Blvd.	Columbia	29205	Yes
First Vehicle Services	400 Powell Road	Columbia	29203	Yes
Correct Care Solutions (Detention Center)	201 John Mark Dial Dr.	Columbia	29209	Yes

Columbia Rowing Club	Chesterfield Square	Columbia	29210	Yes
Palmetto Richland Hospital	5 Medical Park Rd.	Columbia	29203	Yes
Commission of the Blind	Multiple locations (2020 Hampton St., 1701 Main St.)	Columbia	29201	No
Ballentine Community Center	1009 Bickley Road	Irmo	29063	Yes

Staff can develop a standard lease agreement, which can be amended, as needed, with provisions to protect the county and address the needs/concerns of the non-county entities (i.e., hold harmless agreements, insurance policies, etc.).

C. Legislative / Chronological History

This is a staff initiated request. Therefore, there is no legislative history.

D. Financial Impact

There is no known financial impact to the county as this time as it pertains to this request.

E. Alternatives

1. Direct staff to obtain formal lease agreements with all non-county entities that are occupying and utilizing county owned property. If this alternative is selected, staff will proceed with drafting the formal agreements and begin discussions with the non-county entities to enter into the agreements. The agreements will be brought to Council for review and action.
2. Do not direct staff to obtain formal lease agreements with all non-county entities that are occupying and utilizing county owned property. If this alternative is selected, the county may be vulnerable to liability issues as it pertains to the operation of non-counties entities on county owned property.

F. Recommendation

Staff recommends obtaining formal lease agreements with all non-county entities that are occupying and utilizing county owned property.

Recommended by: Administration/Legal

Department: Administration/Legal

Date: April 13, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 4/13/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support Services

Reviewed by: John Hixon

Date: 4/13/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: If approved the lease agreements could also be used to solidify the end users responsibilities for protecting the county property, define the boundaries of use, ensure that no changes are made on the physical structure without prior approval from the County, ensure a clear understanding that the County does not have the responsibility of maintaining the operating equipment procured with, other than County funding.

Risk Management

Reviewed by: David Chambers

Date: 4/14/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: For governmental entities it is advisable to have mutual waivers of subrogation to avoid conflicts and litigation.

Legal

Reviewed by: Elizabeth McLean

Date: 4/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. See legal advice under separate cover.

Administration

Reviewed by: Tony McDonald

Date: 4/24/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval.

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Sections 24-7 and 24-8; and Amending Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Sections 24.5-42, 24.5-43 and 24.5-44; so as to delete the references to liens as a collection method for unpaid bills **[PAGES 54-66]**

Notes

March 24, 2015 - The Committee recommended that Council approve the ordinance amendment to remove the requirements placing a lien on property if owners do not pay their sewer bill. Staff will pursue utilizing the GEAR/Debt SetOff program and/or any other type of collection method to collect delinquent payments from the property owners as opposed to placing a lien on property if the property owners do not pay their sewer bill.

First Reading: April 7, 2015

Second Reading: April 21, 2015

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Ordinance Amendments Regarding the Removal of the Requirements Placing a Lien on Property

A. Purpose

County Council is requested to approve ordinance amendments to remove the requirements placing a lien on property if owners do not pay their sewer bill, or if owners do not maintain lots, and allow them to become overgrown.

B. Background / Discussion

On September 9, 2014, Council member Jackson brought forth the following motion:

“Remove the requirements placing a lien on property if owners do not pay sewer bill or if owners do not maintain overgrown lots.”

The County can place a lien on property if the property owner does not pay their sewer service charges, sewer connection charges and/or capital sewer service charges, under the Richland County Code of Ordinances, Chapter 24, Utilities; Article II, Water and Sewer Service Generally; 24-7, Powers of the council; 24-8, Unpaid water or sewer charges a lien; and Chapter 24.5, Special Sewer Assessment District; 24.5-42, Authorization and enforcement of charges; 24.5-43, Sewer service charges and sewer connection charges created as liens; 24.5-44, Capital sewer service charges created as liens. See attached ordinance(s).

As a point of reference, pursuant to South Carolina Code of Laws, creating a lien against real property is an available method for a governing body to collect overdue sewer charges; however, it is not mandatory. See the appropriate State law(s) below:

SECTION 6-15-90. Levy of assessment for annual sewer service charge. In the event that it is impractical to provide for the collection of all or any part of the sewer service charge jointly with charges rendered by a private or public agency for water service, then in such event the governing body shall be fully empowered to levy an assessment for the annual sewer service charge. Prior to the making of any sewer connection or the furnishing of any sewage disposal service for which the prescribed sewer service charge shall pursuant to Section 6-15-100 become a lien on the property affected and prior to any subsequent increase in any sewer service charge not less than ten days' written notice shall be given to each affected property owner notifying him of the nature and quantum of the sewer service charge and providing such property owner an opportunity, if desired and requested, to appear and be heard in person or by counsel before the governing body. Following such hearing, if such be requested and held, action shall be taken by the governing body and notice of its decision shall be given to the property owner concerned or his counsel as the case may be not less than ten days prior to the effective date of the sewer service charge. Any property owner aggrieved by the action of the governing body may proceed by appeal in the court of common pleas for the county in which his property or any part thereof lies, to have such court review the action taken by the governing body at which time the court will determine the validity and reasonableness of the sewer service charge. Sewer service charges not intended to become liens in the case of nonpayment may be imposed and subsequently increased upon any user without such notice and hearing. The

appeal provided for herein shall be pursuant to the provisions of Chapter 7 of Title 18, providing for appeals to the court of common pleas.
HISTORY: 1962 Code Section 59-507.8; 1965 (54) 693.

SECTION 6-15-100. Lien for sewer service charge. If the notice or notices prescribed by Section 6-15-90 shall have been given and any hearing requested pursuant thereto shall have been held all connection or tapping fees, sewer service charges and other charges imposed by the governing body following that procedure under authority of this chapter and not paid when due and payable, shall constitute a lien upon the real estate to which the sewage service concerned relates so long as the fees or charges remain unpaid. In addition to such other rights and remedies as may be available to the governing body in law or in equity for the collection of such fees and charges, the lien may be enforced by the governing body in the same manner and fashion as the lien of property taxes on real estate.
HISTORY: 1962 Code Section 59-507.9; 1965 (54) 693.

SECTION 6-15-110. Other methods of collecting overdue charges. The method provided in this chapter for the enforcement of the collection of past due sewer service charges and connection fees by creating the liens against real property is not the exclusive method of enforcing this collection and the governing body is fully empowered to enforce the collection of these fees and charges in any other lawful manner in all or any part of the municipality, county, or special purpose district, including particularly by way of a contract as authorized under Section 6-15-80.

The County can place a lien on property with an overgrown lot within a developed residential area or commercial area within the County, under the Richland County Code of Ordinances, Chapter 18, Offenses; Section 18-4. Weeds and rank vegetation. See attached ordinance. Council may consider that according to a South Carolina Attorney General's opinion, the County is likely prohibited from placing liens on property owners with overgrown lots.

In either of the aforementioned instances, if the County files a lien, the County currently only collects the lien when the property is sold.

C. Legislative / Chronological History
Motion by Mr. Jackson – September 9, 2014

D. Financial Impact
The financial impact to the County regarding this motion is unknown at this time. However, the County would have to absorb the costs associated with delinquent sewer service charges, sewer connection charges and/or capital sewer service charges within the County. Additionally, the County would have to absorb the costs associated with maintaining the overgrown lots of property owners within the County. As a point of reference, last year (January 2013 – December 2013) the County provided maintenance services on 117 overgrown lots.

E. Alternatives
1. Approve the ordinance amendments to remove the requirements placing a lien on property if owners do not pay their sewer bill or if owners do not maintain lots, and allow them to become overgrown.

2. Approve the ordinance amendment to remove the requirements placing a lien on property if owners do not pay their sewer bill.
3. Approve the ordinance amendment to remove the requirements placing a lien on property if owners do not maintain lots, and allow them to become overgrown.
4. Approve a policy that will suspend or terminate the utility services being provided to the property if owners do not pay their utility bill. This policy may include an option for the County to utilize the SC Department of Revenue's debt collection programs (Set-Off Debt/GEAR) to collect delinquent payments from the property owners. Staff can develop the policy and bring the policy back to Council for their consideration.
5. Do not approve the ordinance amendments.

F. Recommendation

This recommendation was made by Mr. Jackson. This is a policy decision for Council.

Recommended by: Norman Jackson

Department: County Council

Date: 9/9/14

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 12/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

There is not a recommendation made on the ROA. I would recommend alternative five and that the County continue to utilize this process as a collection tool.

Sheriff:

Reviewed by: Chris Cowan

Date: 12/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

At this time we would like clarification on the Attorney General's Opinion vs what we received from County Legal during the committee meetings on this issue. Placing the "Lien" on letters (and as an option for the County to enforce) provides the Code Enforcement Deputies the language that action can be taken against the property owner for not remedying the problem.

Legal

Reviewed by: Elizabeth McLean

Date: 12/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Legal recommends removing the lien language from the weeds and rank vegetation ordinance as we are likely prohibited from placing them in that circumstance; as to the liens for utility/sewer, that is a policy decision left to

Council's discretion. If Council chooses to remove the lien language, the County could attempt to recoup its costs via the Set-Off Debt program, which is already in use for other citizen debts to the County.

Utilities/Administration

Reviewed by: Sparty Hammett

Date: 12/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Administration recommends that Council obtain an Attorney General's opinion as to the legality of placing liens on property for overgrown lot violations. If this language is removed, it would significantly impact the ability of the Sheriff's Department to enforce the ordinance and increase the number of overgrown lots that have to be cut by Public Works.

Administration recommends Council discretion in regard to removing the lien language for Utilities. If Council decides to remove the language, Administration recommends the use of the Set-Off Debt program.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 24, UTILITIES; ARTICLE II, WATER AND SEWER SERVICE GENERALLY; SECTIONS 24-7 AND 24-8; AND AMENDING CHAPTER 24.5, SPECIAL SEWER ASSESSMENT DISTRICT; ARTICLE III, FINANCING IMPROVEMENTS; RATES AND CHARGES; SECTIONS 24.5-42, 24.5-43 AND 24.5-44; SO AS TO DELETE THE REFERENCES TO LIENS AS A COLLECTION METHOD FOR UNPAID BILLS.

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 THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Section 24-7, Powers of Council; is hereby amended to read as follows:

Sec. 24-7. Powers of the council.

The council shall be empowered as follows:

- (1) To enter into contracts by which any special purpose district or municipality in the county may agree to maintain and operate any part or all of any water and sewer facilities of the county or under its control, on a cost basis or any reasonable basis.
- (2) To make any and all regulations which shall be deemed appropriate in connection with the construction, establishment, maintenance and use of any water or sewer facilities of the county or under its control.
- (3) To acquire, establish, maintain, operate, extend, enlarge, and improve such system of water lines, mains and pipes and sewers, sewer lines, sewer mains, and sewage disposal and treatment facilities as, in the opinion of the council, is required for the maintenance of the health of the county.
- (4) To purchase or lease existing water and sewer lines, mains, systems and disposal or treatment plants and to make contracts whereby they may be connected to the lines or systems which it may establish.
- (5) To employ such engineering, clerical and other help as it deems necessary and fix the salaries and compensation of such employees.
- (6) To place into effect and to revise by resolution a schedule of rates and charges upon all those who receive benefits from the water or sewer facilities of the county.

- (7) To build, construct, maintain and operate ditches, tunnels, culverts, flumes, conduits, mains, pipes, dikes, dams and reservoirs.
- (8) To contract for or otherwise acquire a supply of water and sell water for industrial and domestic use.
- (9) To enter into contracts for the sale of water with persons, private corporations, municipalities or other public or private bodies.
- (10) To prescribe such regulations as it shall deem necessary to protect from pollution all water in its pipes, tanks, reservoirs, distribution systems or elsewhere within its system.
- (11) To require a permit for connection with any sewer constructed and maintained by the county, and as a condition to the issuance of any such permits, to promulgate regulations prescribing the type and manner of connections permitted to be made therewith, to inspect such connections to ensure compliance and to make a reasonable charge for permits sufficient to cover the cost thereof and of such inspection.
- (12) To make use of county and state highway rights-of-way in which to lay pipes and lines in such manner and under such conditions as the appropriate officials in charge of such rights-of-way shall approve.
- (13) In addition to the rates and charges provided for in paragraph (6), to place into effect and revise whenever it so wishes or may be required a schedule of water and sewer service or connection charges for the use of and connection to any water or sewer facilities which it may operate, ~~which charges shall, pursuant to section 24-8, become a lien on the property affected. Prior to the making of any connection or the furnishing of any service for which the prescribed service charge shall become a lien on the property affected and prior to any subsequent increase in any such service charge, not less than ten (10) days' written notice shall be given to each affected property owner notifying him of the nature and quantum of the service charge and providing such property owner an opportunity, if desired and requested, to appear and be heard in person or by counsel before the council or its designee. Following such hearing, if such be requested and held, action shall be taken by the council and notice of its decision shall be given to the property owner concerned or to his counsel, as the case may be, not less than ten (10) days prior to the effective date of the sewer service charge. Any property owner aggrieved by the action of the council may proceed by certiorari in the court of common pleas for the county to have such court review the action taken by the county, at which time the court will determine the validity and reasonableness of the service charge so made.~~ Service charges ~~not intended to become liens~~ in the case of nonpayment can be imposed and subsequently increased upon any user in the unincorporated area of the county without ~~such~~ notice and hearing.
- (14) To enter into contracts with any water distribution agency upon terms and conditions to be mutually agreed upon by which the council shall authorize the water distribution agency to add the sewer service charges to the charge rendered for water service in a single bill, shall constitute the water distribution agency its agent for the purpose of collecting such sewer service charges as the council shall from time to time impose upon those who utilize

its sewer facilities and shall empower the water distribution agency as such agent to disconnect water service upon failure of any user to pay such sewer service charges.

(15) To adopt and enforce regulations requiring all persons to whom it shall be available to make use of any water or sewer facilities which the county shall from time to time operate; and generally with respect to the discharge of sewage and the use of privies, septic tanks and any other type of sewer facilities within the unincorporated area of the county.

SECTION II. The Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Section 24-8, Powers of Council; is hereby amended to read as follows:

Sec. 24-8. Collection of unpaid Unpaid water or sewer charges ~~a~~ lien.

~~(a) If the notice or notices prescribed by paragraph (13) of section 24-7 shall have been given and any hearing requested pursuant thereto shall have been held, all water or sewer service charges imposed by the council following that procedure under authority of this article and not paid when due and payable shall be and constitute a lien upon the real estate to which the water or sewer service concerned relates so long as the water or sewer service charges remain unpaid. In addition to such other rights and remedies as may be available to the council in law or in equity for the collection of the water or sewer service charges, the lien may be enforced by the council in the same manner and fashion as the lien of property taxes on real estate. The lien herein provided shall be superior to all other liens except liens for unpaid property taxes.~~

~~(b) The method provided in this article for the enforcement of the collection of past due water or sewer service charges shall not be the exclusive method of enforcing such collections and T~~the council county is fully empowered to enforce the collection of any such past due or unpaid water or sewer service charges in any ~~other~~ lawful manner in all or any part of the unincorporated area of the county, including particularly by way of a contract with a water distribution agency as authorized under paragraph (14) of section 24-7.

SECTION III. The Richland County Code of Ordinances; Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Section 24.5-42, Authorization and Enforcement of Charges; is hereby amended to read as follows:

Sec. 24.5-42. Authorization and enforcement of charges.

~~(a) The sewer service charges, sewer connection charges and capital sewer service charges may become liens on the property on which they are imposed, provided that the notice and public hearing requirements of sections 24.5-25, 24.5-43 and 24.5-44 hereof have been met. If adopted in the form of a lien, such unpaid sewer service charges, sewer connection charges and capital sewer service charges shall remain liens as long as they remain unpaid. In addition to such other rights and remedies as may be available to the county in law or in equity for the collection of unpaid sewer service charges, sewer connection charges and capital sewer service charges, the lien may be enforced by the~~

~~county in the same manner and fashion as the lien of property taxes on real estate. The lien herein provided shall be superior to all other liens except liens for unpaid property taxes.~~

~~—(b) The method provided in this article for the enforcement of the collection of past due sewer service charges, sewer connection charges and capital sewer service charges shall not be the exclusive method of enforcing such collection and the~~ The county is fully empowered to enforce the collection of any such past due or unpaid sewer service charges and capital sewer service charges in any ~~other~~ lawful manner, which methods include the entering into contracts for the collection of such charges with other political subdivision.

SECTION IV. The Richland County Code of Ordinances; Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Section 24.5-43, Sewer service charges and sewer connection charges created as liens; is hereby amended to read as follows:

Sec. 24.5-43. Sewer service charges and sewer connection charges ~~created as liens.~~

The council shall place into effect and revise whenever it so wishes or may be required a schedule of sewer service and sewer connection charges to be imposed within the district for the use of the connection to the system. ~~Prior to the imposition of any sewer service charges or sewer connection charges authorized by the provisions of this chapter and which are to become liens in accordance with sections 6-15-90 and 6-15-100 of the Code of Laws of South Carolina, 1976, as amended, and prior to any subsequent increase in any such sewer service charges or sewer connection charges, not less than fifteen (15) days' written notice shall be given to each affected property owner notifying him of the nature and quantum of such charges and providing such property owner an opportunity, if desired and requested, to appear and be heard in person or by counsel before the council. Following such hearing, if such be requested and held, action shall be taken by the council and notice of its decision shall be given to the property owner concerned or to his counsel, as the case may be, not less than ten (10) days prior to the effective date of the sewer service charge and sewer connection charges. Any property owner aggrieved by the action of council may appeal to the court of common pleas for Richland County to have such court review and action taken by the council as the validity and reasonableness of the sewer service charge and sewer connection charges.~~

SECTION V. The Richland County Code of Ordinances; Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Section 24.5-44, Capital sewer service charges created as liens; is hereby amended to read as follows:

Sec. 24.5-44. Capital sewer service charges ~~created as liens.~~

(a) The council shall place into effect and revise whenever it so wishes or may be required a schedule of capital sewer service charges which will be used to retire debt incurred to finance that portion of the system within a particular district. The capital sewer service charges shall be based on the estimated cost of the establishment and construction of any sewer lateral collection lines and any extensions thereof constructed within the district, or so much of the estimated cost thereof as the council in its discretion deems appropriate, and shall be assessed upon the lots and parcels of land abutting directly on such lateral lines or

extensions thereof according to the extent of the respective frontage thereon by an equal rate per foot of such frontage; but the council may, in its discretion, provide, in the instance of corner lots, for a charge deemed to be equitable. If part or all of the district is part of a development plan or zoned for residential use, then such capital sewer service charges may be levied by the council on a parcel or per unit basis rather than on a front-foot basis. The capital sewer service charges to be levied in connection with such installations may be paid in equal installments covering a period not to exceed twenty (20) years. Such deferred payments shall be payable annually within the period that county taxes are payable and late payments shall be penalized to the same extent as in the case of county taxes.

(b) In connection with the imposition of such capital sewer service charges:

(1) The council shall provide a general description of the improvements to be made and the street or parts thereof whereon the work is to be effected and the estimated cost thereof and the amount of the cost to be assessed upon all abutting properties and the terms and manner of payment. Such description may incorporate by reference plats and engineering reports and other data on file in the office of the county coordinator of utilities and services provided that the place of filing and reasonable hours for inspection by interested persons are specified in the ordinance imposing the capital sewer service charges. Within thirty (30) days of the creation of a district, the council shall prepare in poster form a notice advising of the proposed capital sewer service charges and generally describing the area to be affected and shall deliver the notice to the register of mesne conveyances of the county. The register of mesne conveyances shall prominently display such notice in his office until an assessment book compiling a list of all residents and property owners of the district has been prepared by the county auditor and filed with the council. Failure to provide or post such notice shall not affect the validity of any such assessment.

(2) Immediately after such assessment book has been completed, the council shall forthwith cause one copy thereof to be deposited in the office of the register of mesne conveyances for inspection by interested parties, and shall cause to be published at least once in a newspaper of general circulation in the county a notice of the completion of the assessment book. This notice shall set forth a description in general terms of the improvements and the time fixed for the meeting of the council for a hearing of objections in respect of the capital sewer service charges. Such meeting shall not be earlier than ten (10) days from the date of the publication of such notice.

(3) As soon as practicable after the completion of the assessment book and prior to the publication of the notice mentioned in the preceding paragraph (2), the council shall mail to the owner or owners of each lot or parcel of land against which a capital sewer service charge is to be levied at his or their address, if any, appearing on the records of the county auditor, a notice stating the nature of the improvement, the principal amount of bonds to be issued in order to finance the improvements, the appropriated amount to be assessed against the particular property in order to repay the bonds, and the frontage in feet or charge per parcel upon which the capital sewer service charge is based, together with the terms and conditions upon which the capital sewer service charge may be paid. This notice shall also contain a brief description of the district together with a statement

that the amount assessed shall constitute a lien against the property superior to all other liens except property taxes. The notice shall also state the time and place fixed for the meeting of the council mentioned in the preceding paragraph (2) for a hearing of objections in respect of the capital sewer service charge. Any property owner who fails to appear at the meeting and shall have failed not later than three (3) days prior to the date set for such meeting, to file with the council a written objection to the capital sewer system charges against his property shall be deemed to have waived all rights to object to such capital sewer service charges and the notice prescribed herein shall so state.

(4) At the time and place specified for the meeting above-mentioned, or at some other time to which it may adjourn, the council shall hear the objections of all persons who have filed written notice of objection within the time prescribed above who may appear and make proof in relation thereto either in person or by their attorney. The council may thereupon make such corrections in the assessment book as it may deem proper, confirm the same or set it aside and provide for a new assessment.

Immediately upon the confirmation of a capital sewer service charge, the council shall mail a written notice (the confirmation notice) to all persons who have filed written objections as hereinabove provided of the amount of the capital sewer service charge confirmed against his property. Such notice shall be given to the affected property owners not less than ten (10) days prior to the effective date of the capital sewer service charge.

Subsequent to the council's confirming an assessment book, either as originally prepared or as thereafter corrected, a copy thereof certified by the clerk of the council shall forthwith be filed in the office of the register of mesne conveyances. ~~From the time of such filing the capital sewer service charges impressed in the assessment book shall constitute and be a lien on the real property against which the same are assessed superior to all other liens and encumbrances except only the lien for property taxes.~~

(5) After the assessment book has been confirmed, a certified copy thereof shall be delivered to the county treasurer who shall prepare and keep a separate book or books in connection therewith and who shall proceed to collect the same in the manner of county taxes and shall remit such collections on or before April fifteenth of each year upon the direction of the council. Each year the county auditor shall mail out notices of such capital sewer service charges at the same time county tax notices are mailed. ~~Past due capital sewer service charges shall be turned over by the county treasurer to the tax collector who shall proceed to collect in the same manner as unpaid county taxes are collected. The collecting official shall likewise keep separate records in connection with such past due assessments and shall remit all sums collected forthwith upon the direction of the council.~~

(6) If any such person is dissatisfied with the amount of the capital sewer service charge so confirmed, such person shall within ten (10) days after the mailing of the confirmation notice to him, give written notice to the council of his intent to appeal the capital sewer service charge to the court of common pleas for the county, and shall within five (5) days after giving such notice to the council serve upon the council a

statement of facts upon which he bases his appeal. Any property owner who fails to give the notice of his objection prescribed by this paragraph, shall be deemed to have waived all rights to object to the capital sewer service charge and the confirmation notice shall so state and shall also advise of the appeal procedure provided by this paragraph. No such appeal shall delay the construction of the improvements or affect the validity of the capital sewer service charges confirmed and not appealed.

(7) Subsequent to the confirmation of an assessment book, the council may correct, cancel or remit any such capital sewer service charge and may remit, cancel or adjust the interest or penalties of any capital sewer service charge and is empowered, when in its judgment there is any irregularity, omission, error or lack of jurisdiction in any of the proceedings relating thereto, to set aside the capital sewer service charge made by it and thereupon to make a reassessment.

(c) In the event the council provides that such capital sewer system charges may be paid in equal annual installments, then any property owner shall have the right at any time in his option to prepay in full the capital sewer service charge against his property by the payment of the balance due plus interest calculated to the date of prepayment. ~~If any property owner shall fail or neglect to pay any installment when the same becomes due and payable, then and in that event the council may, at its option, declare all of the installments remaining unpaid at once due and payable and such property may be sold by the county sheriff in the same manner and with the same right of redemption as are prescribed by law for the sale of land for unpaid property taxes.~~

SECTION VI. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

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

SECTION VIII. Effective Date. This Ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST this the _____ day of _____, 2014

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Eight Hundred Thousand Dollars (\$800,000) to supplement paved road repair **[PAGES 67-73]**

Notes

March 24, 2015 - The Committee recommended that Council approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county's road maintenance system and to include the roads in the Sunny Acres subdivision.

First Reading: April 7, 2015

Second Reading: April 21, 2015

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-15HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 ROAD MAINTENANCE ANNUAL BUDGET TO APPROPRIATE EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) TO SUPPLEMENT PAVED ROAD REPAIR.

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 Eight Hundred Thousand Dollars (\$800,000) be appropriated to provide funding to supplement Paved Road Repair. Therefore, the Fiscal Year 2014-2015 Road Maintenance Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2014 as amended:	\$ 6,334,089
Appropriation of Road Maintenance Fund Balance:	\$ <u>800,000</u>
Total Road Maintenance Fund Revenue as Amended:	\$ 7,134,089

EXPENDITURES

Expenditures appropriated July 1, 2014 as amended:	\$ 6,334,089
Paved Road Repair:	\$ <u>800,000</u>
Total Road Maintenance Fund Expenditures as Amended:	\$ 7,134,089

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

First Reading: April 7, 2015 (tentative)
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject: Budget Amendment - Paved Road Repair

A. Purpose

County Council is requested to approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county's road maintenance system.

B. Background / Discussion

In 2012, the D&S Committee reviewed a proposed Road Right of Way and Acceptance Policy (policy) for prescriptive easements and unaccepted Paved Roads. The purpose of the policy was to address the acquisition of Right of Way for the improvement of county maintained roads presently in prescriptive easements and the acceptance of existing improved roads not accepted into the county's maintenance system.

If approved, the policy change would affect 40 private subdivision roads – see attached list of roads. Of the 40 roads, 27 needed repairs to bring them up to an acceptable standard. The estimated cost of the repairs was \$800,000.00.

The proposed policy was forwarded to the 2013 Council Retreat for review by Council.

At the Council Retreat in 2013, County Council reviewed the policy and the list of 40 private roads. At the February 5, 2013 Council meeting, Council approved the 2013 Council Retreat Directive to have staff accept the existing 40 paved roads that were not accepted into the county maintenance system using \$800,000.00 from the Roads and Drainage fund balance to make the necessary repairs to the roads to bring them up to acceptable standards.

Currently, county staff is in the process of accepting the 40 roads into the county's maintenance system. The approved funds (\$800,000.00) have remained in the Roads and Drainage Fund, and it is at this time that Council is requested to approve a budget amendment in the amount \$800,000.00 for the purpose of funding the repairs to the roads as they are accepted into the county's maintenance system.

C. Legislative / Chronological History

- 7/31/12 – The D&S reviewed the request of action regarding the policy. The item was held in Committee pending staff in Public Works addressing the issue of how to deal with paved roads that are not up to county standards.
- 9/25/12 - The D&S Committee deferred this item so that staff may provide a list of roads, costs, and possible funding sources.
- 12/18/12 – The D&S Committee recommended that Council forward this item to the 2013 Council Retreat for review.
- 12/18/12 – Council forwarded this item to the 2013 Council Retreat for review.
- 1/25/13 - Council reviewed this item at the 2013 Council Retreat
- 2/5/13 - Council approved the 2013 Council Retreat Directive to have staff accept the existing paved roads that were not accepted into the county maintenance system using \$800,000.00 from the Roads and Drainage fund balance

D. Financial Impact

A budget amendment from the Roads and Drainage Fund Balance is needed for \$800,000.00. This action will require three readings and a public hearing.

E. Alternatives

1. Approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.
2. Do not approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.

F. Recommendation

It is recommended that Council approve the request for a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.

Recommended by: Ismail Ozbek, Director
Department: Public Works
Date: January 6, 2014

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 2/3/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Funding is currently committed in the Roads and Drainage fund.

Transportation

Reviewed by: Rob Perry Date: 2/3/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

It is in our best interest to bring these roads up to good condition if the County intends to assume them into our system.

Legal

Reviewed by: Elizabeth McLean Date: 2/9/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett Date: 2/10/14
✓ Recommend Council approval Recommend Council denial

Comments regarding recommendation:

List of Private Subdivision Roads

PRIVATE SUBDIVISION ROADS					
ROAD NAME	SUBDIVISION	LENGTH (FT)	Estimated Cost	Repair	Council District
Merc Ct	Arthurtown Phase 3	118.83	\$0.00		10
Riley Ct	Arthurtown Phase 3	117.85	\$0.00		10
Dennis Ln	Camarie Farms - Dennis Ln	3,622.55	\$155,000.00		2
Moody View Ct	Devon Green Phase 1	163.03	\$2,500.00		8
Sonny Ct	Devon Green Phase 1	96.78	\$2,500.00		8
Jaybird Ln	Devon Green Phase 2 & 3	1,010.17	\$10,000.00		88
Reidy Ct	Devon Green Phase 2 & 3	676.32	\$5,000.00		8
Bald Eagle Ct	Heritage Hills Phase 2A	105.60	\$5,000.00		7
Heritage Hills Dr	Heritage Hills Phase 2A	1,802.20	\$5,000.00		7
Otter Trail Ct	Heritage Hills Phase 2A	487.36	\$5,000.00		7
Burnwood Ct	Heritage Hills Phase 2B	355.41	\$5,000.00		7
Cedar Edge Ct	Heritage Hills Phase 2B	382.85	\$5,000.00		7
Heritage Hills Dr	Heritage Hills Phase 2B	1,550.45	\$45,000.00		7
Hickory Knoll Rd	Heritage Hills Phase 2B	1,054.75	\$5,000.00		7
Graces Way	N/A: Graces Way (Only needs sidewalks)	2,069.99	\$30,000.00		9
Angela Dawn Ct	North Lake Shore Point	269.07	No Cost Established		1
Robin Lynn Ln	North Lake Shore Point	224.24	No Cost Established		1
Conn St	Northgate (Crane Creek Estates)	293.97	\$10,000.00		7
Crane Creek Ct	Northgate (Crane Creek Estates)	400.32	\$10,000.00		7
Crane Creek Dr	Northgate (Crane Creek Estates)	1,210.50	\$35,000.00		7
Scioto Dr	Northgate (Crane Creek Estates)	844.14	\$35,000.00		7
Durant St	Northgate (Crane Creek Estates): Durant St	651.02	\$10,000.00		7
Durden Park Row	Stonington Phase 1	728.36	\$10,000.00		7
Ellafair Ln	Stonington Phase 1	247.85	\$5,000.00		7
Rose Dew Ln	Stonington Phase 1	239.90	\$5,000.00		7
Roundtree Rd	Stonington Phase 1	1,547.39	\$25,000.00		7
Stonebury Cir	Stonington Phase 1	348.92	\$5,000.00		7
Stonington Dr	Stonington Phase 1	1,629.95	\$25,000.00		7
Unnamed St	Stonington Phase 1	348.99	No Cost Established		7
Roundtree Rd	Stonington Phase 2A	2,633.89	\$20,000.00		7
Summer Bend Rd	Summer Valley Phase 2A	877.56	No Cost Established		7
Summer Park Rd	Summer Valley Phase 2A	547.89	No Cost Established		7
Summer Bend Rd	Summer Valley Phase 2B	794.91	No Cost Established		7
Summer Park Rd	Summer Valley Phase 2B	917.27	No Cost Established		7
Summer Side Cir	Summer Valley Phase 2B	1,080.05	No Cost Established		7
Summer Crest Rd	Summer Valley Phase 3	1,157.02	No Cost Established		7
Summer Ridge Rd	Summer Valley Phase 3	370.92	No Cost Established		7
Summer Vista Dr	Summer Valley Phase 3	978.17	No Cost Established		7
Old Still Rd	Wildewood: Old Still Rd	3,088.53	\$200,000.00		9
Running Fox Rd W	Wildewood: West of Polo Road	1,559.11	\$125,000.00		9
	Totals	36,604.08	800,000.00		

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 24, Utilities; Article IV, Sewers and Sewage Disposal; Division 2, Use of Public Sewers; Section 24-81, Use of Public Sewers Required; so as to clarify that the section only applies to new construction **[PAGES 74-76]**

Notes

First Reading: April 21, 2015

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 24, UTILITIES; ARTICLE IV, SEWERS AND SEWAGE DISPOSAL; DIVISION 2, USE OF PUBLIC SEWERS; SECTION 24-81, USE OF PUBLIC SEWERS REQUIRED; SO AS CLARIFY THAT THE SECTION ONLY APPLIES TO NEW CONSTRUCTION.

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. The Richland County Code of Ordinances, Chapter 24, Utilities; Article IV, Sewers and Sewage Disposal; Division 2, Use of Public Sewers; Section 24-81, Use of public sewers; is hereby amended to read as follows:

Sec. 24-81. Use of public sewers required.

The owner of all homes, buildings, or properties used for human occupancy, employment, recreation, or other purpose situated within the county, constructed after the date of enactment of this ordinance and abutting on any street, alley, **existing sewer easement**, or right-of-way in which there shall be located a public sanitary sewer is hereby required at his expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer in accordance with provisions of this article ~~within ninety (90) days after written notice from the county to the property owner requiring such property owner to make connection thereto~~, provided that said public sewer shall be within two hundred (200) feet of the property line **and an easement would not be required to access the public sewer**. The county council may grant a variance to the requirements of this section by resolution **provided the resolution is in compliance with South Carolina Department of Health and Environmental Control (SCDHEC) regulations and any other applicable regulations and standards as amended**.

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2015.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26; Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new flood insurance rate map
[PAGES 77-99]

Notes

First Reading: April 28, 2015

Second Reading:

Third Reading:

Public Hearing: April 28, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SO AS TO REMAIN IN COMPLIANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM UPON THE ADOPTION OF THE NEW FLOOD INSURANCE RATE MAP.

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. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “Substantial damage” is hereby amended to read as follows:

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damage condition would equal or exceed ~~fifty percent (50%)~~ forty percent (40%) of the market value of the structure before the damage occurred. Substantial damage also means flood-related damage sustained by a structure on two (2) separate occasions during a ten (10) year period for which the cost of repairs at the time of each such flood event, on the average, exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “Substantial improvement” is hereby amended to read as follows:

Substantial improvement. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds ~~fifty percent (50%)~~ forty percent (40%) of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “repetitive loss” or “substantial damage,” regardless of the actual repair work performed. Substantial improvement also means improvement on a structure on separate occasions during any ten (10) year period for which the cost of total repairs over that time exceeds forty percent (40%) of the market value of the structure.

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article III, Administration; Section 26-36, Richland County Public Works; Subsection (a), Powers and Duties Pursuant to this Chapter; is hereby amended to read as follows:

- (a) *Powers and duties pursuant to this chapter.*
 - (1) *Engineering Division/Stormwater Management Division.* The Richland County Engineering Division and the Stormwater Management Division,

under the direction of the Richland County Engineer, shall have the following powers and duties in administering and implementing Article VIII. of this chapter and other relevant laws and regulations pertaining to stormwater management and erosion and sediment control in Richland County:

- a. To review and approve/deny all plans for stormwater management to assure that all applicable requirements of this chapter have been satisfied.
- b. To enforce all provisions of the stormwater management and erosion and sediment control provisions of this chapter and other relevant laws and regulations relating to stormwater management. (See Sections 26-64, 26-202 and 26-203 of this chapter).
- c. To review and approve/deny all applications for land disturbance permits to assure that all applicable requirements of this chapter have been satisfied.
- d. To interpret the terms and provisions of Section 26-64 and Article VIII. of this chapter.

(2) *Flood coordinator.* The Richland County Flood Coordinator, under the direction of the Richland County Engineer, shall have the following powers and duties in administering and implementing Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County:

- a. To review all applications for zoning and land disturbance permits within the FP Floodplain Overlay District to assure that all applicable requirements of this chapter have been satisfied.
- b. To advise any applicant for a zoning and/or land disturbance permit within the FP Floodplain Overlay District that additional federal or state permits may be required and require that copies of any permits or permit applications for activities on the proposed site be provided and maintained on file with the flood coordinator.
- c. To notify adjacent communities and the State Coordinator for the National Flood Insurance Program of the South Carolina Department of Natural Resources, Land, Water and Conservation Division, prior to any alteration or relocation of a watercourse, and to submit evidence of such notification to FEMA.
- d. To prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Section 26-106 of this chapter are met.

- e. Where interpretation is needed as to the exact location of the boundaries of special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), to make the necessary interpretation.
- f. When base flood elevation data of floodway data have not been provided in accordance with Section 26-106 of this chapter, to obtain, review, and reasonably utilize the best available base flood elevation data and floodway data available from a federal, state or other source at his/her discretion, in order to administer the provisions of Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County.
- g. When a regulatory floodway has not been designated, the flood coordinator must require that no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted within Zones AE and A1-30 on the community's FIRM, unless it is demonstrated by an engineer registered with the state, that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood at any point within the community more than one (1) foot.
- h. Mail annually a notice, ~~including a copy of the application of a development permit,~~ to owners or occupants of structures within or touched by the regulatory floodplain areas, to provide information as to the status of the flood hazard for each property. ~~This notice shall require that owners provide this notice and a copy of the development permit to subsequent purchasers of the property.~~
- i. To serve notices of violation, issue stop work orders, revoke or suspend permits and take corrective actions for violations of Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County.
- j. To maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
- k. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-61, Review in FP Floodplain Overlay District; is hereby amended to read as follows:

Sec. 26-61. Review in FP Floodplain Overlay District.

- (a) *Purpose.* A floodplain development permit is required in conformance with the provisions of this chapter (particularly Section ~~26-103~~ 26-106) prior to the commencement of any development activities in the FP Overlay District. The purpose of this permit is to ensure that compliance with all regulations concerning floodplain development is achieved.
- (b) *Pre-application procedure.* No pre- application conference is required prior to applying for a floodplain development permit. Applicants are encouraged to call or visit the county's flood coordinator prior to requesting a floodplain development permit to determine what information is required for the application.
- (c) *Plan submittal.* Application for a floodplain development permit shall be made to the flood coordinator on forms furnished by the county or through the county's electronic permitting system. ~~and shall~~ The scaled plans may include, but are not limited to: the nature, location, dimensions, and elevations of the project area; existing and proposed structures; and the location of fill and compensation areas, all items required on that application. An application may be submitted by a property owner or authorized agent. The information submitted for the permit shall be certified by a land surveyor, engineer, or architect authorized by law to certify the required information and plans. Specifically the following information is required:
 - (1) A plot plan that shows the 100-year floodplain contour or a statement that the entire lot is within the floodplain must be provided by the applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency. The plot plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by such professional. The plot plan must show the floodway, if any, as identified by the Federal Emergency Management Agency.
 - (2) Where When base flood elevation data is ~~provided~~ available, plan submittal for a development permit within the flood hazard area shall show:
 - a. The elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
 - b. If the structure will be flood-proofed in accordance with the Non-Residential Construction requirements, the elevation to which the structure will be flood-proofed.

(3) Where When base flood elevation data is not provided available, the provisions in the standards for streams without estimated base flood elevations and floodways must be met.

The information submitted for the permit shall be certified by a land surveyor, engineer, or architect authorized by law to certify the required information and plans.

- (d) *Staff review.* The county flood coordinator shall review all applications for a flood development permit and approve or deny such applications. Approval or denial of a flood development permit shall be based on all applicable provisions of this chapter and the following relevant factors:
- (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (3) The danger that material may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of roads and bridges and public utilities and facilities such as sewer, gas, electrical and water systems; and
 - (7) The relationship of the proposed use to any comprehensive planning document for that area.
- (e) *Public notification.* No public notification is required for floodplain development permit issuance.
- (f) *Formal review.* No formal review is required for floodplain development permit review.
- (g) *Variances.* No variances are permitted from the regulations found in Section 26-106 regarding ~~on~~ floodplain development (~~Section 26-103 of this chapter~~) which are pertinent to the issuance of a floodplain development permit.
- (h) *Appeals.* The Richland County Administrator shall hear and decide appeals from determinations made by the flood coordinator. Any owner who has received a decision from the coordinator may appeal this decision to the Richland County Administrator by giving notice of appeal in writing to the flood coordinator within twenty (20) days following issuance of the decision. In the absence of an appeal, the

order of the flood coordinator shall be final. The Richland County Administrator shall hear an appeal within a reasonable time and may affirm, modify and affirm, or reverse the decision of the coordinator. Written record of the appeal decision shall be provided by the Richland County Administrator to the flood coordinator.

- (i) *Permit validity.* The effective date of a floodplain development permit shall be the date as stamped on the permit. Permits shall be valid only when signed by the flood coordinator. Any floodplain development permit issued shall become invalid if the authorized work is not commence within ~~six (6)~~ twelve (12) months after the issuance of the permit, or if the authorized work is suspended or abandoned for a period of ~~six (6)~~ twelve (12) months after the time of commencing the work, unless an extension has been granted in writing by the flood coordinator.

(j) *Interpretation. In the interpretation and application of Section 26-106, all provisions shall be considered as minimum requirements, liberally construed in favor of Richland County, and deemed neither to limit nor repeal any other powers granted under State law. Section 26-106 is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the provisions of Section 26-106 and another provision conflict or overlap, whichever imposes the more stringent restrictions shall prevail.*

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (c), Permitted Uses, Permitted Uses with Special Requirements; is hereby amended to read as follows:

- (c) *Permitted uses, permitted uses with special requirements, and special exceptions.*
 - (1) *General:* Any use permitted outright, with special requirements, or permitted as an accessory use in the general use district(s) to which the FP Overlay District is affixed to, is permitted; provided that such use complies with all applicable regulations set forth below and in the other sections of this chapter. (See however, restrictions for development in the designated floodway as set forth in subsection (d)(2)~~ih~~. below). All applications for land development permits for uses permitted in the FP Overlay District shall be reviewed by the flood coordinator in accordance with the requirements of subsection (d) below. Before the planning department may issue a land development permit, a floodplain development permit must be issued. The findings and recommendations of the flood coordinator shall be binding upon the planning department unless otherwise appealed.
 - (2) *Permitted special exceptions.* Any use listed as a special exception in the general use district(s) to which the FP Overlay District is affixed to may be permitted by the Richland County Board of Zoning Appeals as set forth in Section 26-56 of this chapter; provided that such uses comply with all applicable regulations set forth below and in the other sections of this chapter. (See, however, restrictions for

development in the designated floodway as set forth in subsection (d)(2)~~ih~~. below). All applications for special exceptions in the FP Overlay District shall be reviewed by the flood coordinator prior to review by the board of zoning appeals in accordance with the requirements of subsection (d) below. Before the board of zoning appeals may approve a special exception, a floodplain development permit must be issued. The findings and recommendations of the flood coordinator shall be binding upon the board of zoning appeals.

SECTION VI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (1), General Standards; is hereby amended to read as follows:

(1) *General standards.*

- a. Before a permit is issued, the applicant shall demonstrate that encroachments onto the floodplain are minimized. New development, if permitted in the area of special flood hazard, shall minimize disruption to shorelines, stream channels, stream banks, and the regulatory floodway. As used in this paragraph, the term “minimize” shall mean the lowest degree of interruption (i.e. the uniformity or continuity) to the natural course of action or activity.

~~b. General reasons for disapproval of flood development permit application. New construction, substantial improvements, or other development (including fill) shall not be approved in a special flood hazard area if it does any of the following:~~

- ~~1. Adversely affects the capacity of channels or floodways of any watercourse in the floodplain area to convey the regulatory flood or any flood of more frequent occurrence.~~
- ~~2. Would measurably increase, based on FEMA approved hydrologic models, flood flows or flood heights, or increase flood damage upon off-site properties during the occurrence of the regulatory flood or any flood of more frequent occurrence.~~
- ~~3. Would individually or cumulatively, when combined with all other existing and anticipated development (assuming an equal degree of encroachment for a significant reach on both sides of the watercourse), increase flood levels or expose additional upstream, downstream, or adjacent properties to adverse flood effects due to flooding during the regulatory flood or any flood of more frequent occurrence.~~

~~4. Increases velocities or volumes of floodwaters to the extent that significant erosion of floodplain soils would occur either on the subject property or on some other property upstream or downstream.~~

~~5. Does not provide compensatory storage for any measurable loss of flood storage capacity.~~

~~e. *Eneroachments that result in increase in flood levels.* Any eneroachment in special flood hazard areas, including fill, new construction, substantial improvements, and other development that would result in any increase in flood levels during the occurrence of the regulatory flood or any flood of more frequent occurrence shall be prohibited.~~

db. *Anchoring.* All new construction and/or substantial improvements shall be designed and anchored to prevent flotation, collapse, or lateral movement of the structures.

ec. *Materials/methods to be used.* All new construction and/or substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage. All new construction and/or substantial improvements shall be constructed by methods and practices that minimize flood damages.

fd. *Electric, ventilation, plumbing, heating, and air conditioning equipment.* Electric, ventilation, plumbing, heating, and air conditioning equipment (including ductwork), and other service facilities, shall be designed and elevated two (2) feet above the base flood elevation so as to prevent water from entering or accumulating within the components during conditions of flooding as specifically provided for below:

1. *When not substantial improvement.* The replacement of existing electrical, ventilation, plumbing, heating, and air conditioning equipment (including ductwork) and other service facilities, that do not constitute a substantial improvement, are encouraged to be elevated at least two (2) feet above the base flood elevation, but they may be located at the original location and elevation.

2. *New construction and substantial improvement.* All electrical, ventilation, plumbing, heating, and air conditioning equipment (including ductwork), and other service facilities, for new construction ~~or~~ and substantial

improvement must be elevated at least two (2) feet above the base flood elevation.

3. *Outdoor faucets.* The requirements listed above do not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc. as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building.

ge. *Water and sanitary sewage systems.* All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the sanitary sewage systems into flood waters.

hf. *On-site waste disposal systems.* On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

ig. *Foundation systems.* Hydrodynamic pressure must be considered in the design of any foundation system when velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than five (5) feet per second), foundation systems other than solid foundation walls should be considered so that obstructions to damaging flood flows are minimized.

jh. *Non-conforming buildings or uses (see also Article X. of this chapter on nonconforming uses generally).* Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this section. Provided, however, nothing in this section shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, if the bulk of the building or structure below base flood elevation in the floodway is not increased, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this section. Reconstructions or replacements of existing buildings or structures shall be placed with their longitudinal axis parallel to the predicted direction of the flow of flood waters or be placed so that their longitudinal axis are on lines parallel to those of adjoining structures so as to offer the minimum resistance to the flow of floodwaters.

ki. *American with Disabilities Act (ADA).* A building must meet the specific standards for floodplain construction as outlined in

subsection (d)(2) below, as well as any applicable ADA requirements. The cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

- h. *Watercourse alterations and maintenance.* In addition to the notifications required for watercourse alterations per Section 26-36 (a) (2) c., a maintenance requirement will be included in Floodplain Development Permits whenever a watercourse is altered or relocated within a Special Flood Hazard Area. Such maintenance activities shall ensure that the flood-carrying capacity of the watercourse is not diminished, and shall consist of periodic inspections, and routine channel clearing and dredging, or other related functions. In addition, the permittee shall keep a written record describing all maintenance activities performed, the frequency of performance, and the name of the person(s) responsible for such maintenance and provide copies to the Flood Coordinator. The Flood Coordinator shall keep permitting records on file for FEMA inspection.

SECTION VII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph a.; is hereby amended to read as follows:

- a. *Residential construction.* New construction ~~or~~ and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than two (2) feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with subsection f. below.

SECTION VIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph b.; is hereby amended to read as follows:

- b. *Nonresidential construction.* New construction ~~or~~ and substantial improvement of any commercial industrial, or nonresidential structure shall have the lowest floor (including basement), or mechanical and utility equipment, elevated no lower than two (2) feet above the level of the base flood elevation or be flood-proofed to a level no lower than two (2) feet above the level of the base flood elevation, provided that all areas of the building (including mechanical and utility equipment) below the required elevation are watertight with walls substantially

impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with subsection f. below. A land surveyor, engineer, or architect authorized by law to certify such information shall certify that the standards of this subsection are satisfied. Flood-proofed structures shall have an approved maintenance plan with an annual exercise as required by FEMA. The maintenance plan must be approved by the flood coordinator and notification of the annual exercise shall be provided to same.

SECTION IX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph f., Elevated Buildings; is hereby amended to read as follows:

- f. *Elevated buildings.* New construction ~~or~~ and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls and are used solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and are subject to flooding, shall be designed to preclude finished space and shall be designed to automatically equalize flood forces on exterior walls by allowing for the entry and exit of floodwaters.
 - 1. *Designs for elevated buildings.* Designs for complying with this requirement must either be certified by a land surveyor, engineer, or architect authorized by law to certify such information, or meet the following minimum criteria:
 - [a] Provide a minimum of two (2) openings on different walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - [b] The bottom of all openings shall be no higher than one (1) foot above grade;
 - [c] Only the portions of openings that are below the base flood elevation can be counted towards the required net opening amount;
 - [ed] Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided they

permit the automatic flow of floodwaters in both directions, including engineered vents; and

[~~de~~] Fill placed around foundation walls shall be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

2. *Access to enclosed area.* Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standards exterior door) or entry to the living area (stairway or elevator).
3. *Interior portion of enclosed area.* The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a limited storage area. In addition, the interior portion must be void of utilities, except for essential lighting as required, and cannot be temperature controlled. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation as specified in subsections (d) (2) a., b., and d., above.
4. *Construction materials.* All construction materials below the required lowest floor elevation, as specified in subsections (d) (2) a., b., and d. above, shall be of flood resistant materials.

SECTION X. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph g., Temporary Structures; is hereby deleted in its entirety; and all subsequent subparagraphs shall be re-alphabetized in correct alphabetical order.

~~g. *Temporary structures.* Certain types of temporary structures (e.g. fruit stands, construction site offices, portable toilets, etc.) may be situated temporarily on flood-prone property without having to comply with the elevation or flood-proofing criteria of subsections (d)(2)a. and b. above, respectively, provided that the following criteria are met:~~

- ~~1. *Temporary development permit procedure.* All applicants must submit to the flood coordinator, prior to the issuance of a temporary development permit, a written plan for the removal of any temporary structures or development in the event of a hurricane or flash flood warning notification. The plan shall be~~

~~reviewed and approved in writing, and must include the following information:~~

~~[a] A specified time period that the temporary use will be permitted;~~

~~[b] The name, address, and phone number of the individual responsible for the removal of temporary structures or development;~~

~~[c] The time frame for removal of any structures in the event of a flooding event, with a minimum of seventy-two (72) hours before landfall of a hurricane or immediately upon flood warning notification;~~

~~[d] Unless movable by the owner, a copy of the contract or other suitable instrument with a trucking company to ensure the availability of removal equipment when needed;~~

~~[e] Designation, accompanied by documentation, of a location outside the floodplain where any temporary structure will be moved; and~~

~~[f] A plan to restore the area to its natural condition once the temporary permit expires or the temporary use is terminated, whichever is first.~~

~~2. *Structure mobility.* The structure is mobile, or can be made so, and is capable of being removed from the site with a maximum of four (4) hours warning.~~

~~3. *Time on property.* The structure will not remain on the property for more than one hundred and eighty (180) days.~~

SECTION XI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; new Subparagraph g., Accessory Structures; is hereby amended to read as follows:

- g. *Accessory structures.* ~~An accessory structure or garage, the cost of which is greater than \$1,000.00 must comply with the elevated structure requirements of subsection (d) (2) a. and b. above. When accessory structures of \$1,000.00 or less are to be placed in the floodplain, the following criteria shall be met: An accessory structure greater in value than ten thousand dollars (\$10,000) or a detached garage larger than a two-car garage (greater larger than 600 sq. feet).~~

must comply with the construction requirements of subsections (d) (2) a. and b., above. When an accessory structure used for limited storage or parking, (valued at less than \$10,000) and is smaller than or equal to 600 square feet, is placed in the floodplain, the following criteria shall be met:

1. *One-story.* Accessory structures shall be no higher than a single-story building.
12. *Not for habitation.* Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking, or restroom areas);
23. *Flood damage potential.* Accessory structures shall be designed to have low flood damage potential;
34. *Placement.* Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
45. *Anchoring.* Accessory structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure;
56. *Service facilities.* Service facilities, such as electrical and heating equipment, shall be installed in accordance with subsection (d) (1) f. above; and
67. *Openings.* Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with subsection (d) (2) f. above.

SECTION XII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; new Subparagraph i., Fill; is hereby amended to read as follows:

- i. *Fill.* Fill is ~~discouraged because storage capacity is removed from floodplains, natural drainage patterns are adversely altered and erosion problems can develop and wildlife habitat can be diminished~~ the placement of natural sands, dirt, soil, or rock above the natural grade in order to raise the elevation of the ground. Dredged material may only be used as fill upon certification of suitability by a registered professional geotechnical engineer. The use of fill shall be limited to the elevation of individual structures (including garages and garage aprons), utilities,

infrastructure, and public road crossings. Other methods of elevating structures should be considered first.

1. To allow the elevation of individual structures, the amount of fill used shall be the minimum necessary. Floodplain authorization for fill shall be based on findings by the county engineer that the minimum fill being used for raising the structure is the most feasible alternative.
2. Fill, if approved, shall meet the following conditions:
 - [a] The flood storage capacity of the floodplain shall not be affected and flood heights shall not be increased ~~by more than 0.049 feet unless compensatory storage is provided on the same parcel or within the same watershed.~~ The space occupied by the authorized fill below Base Flood Elevation for all encroachment within the special flood hazard areas within unincorporated Richland County, with the exception of the special flood hazard area adjacent to Lake Murray, shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the Base Flood Elevation. All such excavations shall be constructed to drain freely to the watercourse.
 - [b] Flooding from any source shall not be increased for neighboring properties. Neighboring and adjacent properties shall not be adversely affected in any way nor shall drainage problems be caused or aggravated as a result of fill.
 - [c] Fill shall not be placed in the floodway except for essential utilities and necessary infrastructure, and must meet the approval of the county engineer.
 - [d] Fill shall not be placed in nontidal wetlands without the required state and federal permits.
3. In the event buildings on adjacent properties are known or determined to be subject to flooding under current conditions, the county engineer may require submission of hydrologic and hydraulic analyses to adequately demonstrate that the effects of the proposed fill will not increase flooding on neighboring properties. Additional fill for landscaping purposes is not permitted. Landscaping mulch (tree bark or pine needles) is not considered fill and is allowed.

4. Where allowed, fill material shall meet the following additional requirements:

~~[a] Fill shall only consist of soil, rock materials, or other material approved by the county engineer. Landfills, dumps, and sanitary soil fills shall not permitted. Dredged material may be used as fill only upon certification of suitability by a registered professional engineer.~~

[ba] Fill material shall be compacted to 95% of the maximum density, obtainable with the standard proctor test method issued by The American Society For Testing And Materials (ASTM standard D-698) to provide the necessary stability and resistance to erosion, scouring or settling.

~~[c] Fill slopes shall be no steeper than one vertical to two horizontal, unless substantiating data justifying steeper slopes are submitted to and approved by the county engineer.~~

[db] Fill shall be performed in such manner as to maintain or increase flood storage and conveyance capacity, and to not increase FEMA base flood elevations, nor to have an adverse impact on neighboring properties.

~~[e] Fill shall not cause an increase in the base flood elevation by more than 0.049 feet. Applicants shall further demonstrate that the cumulative effect of the proposed development, when combined with all other existing development, will not increase the base flood elevation at any point within the county by more than 0.049 feet.~~

[fc] All fill placed at or below the flood elevation in the floodplain shall be balanced with at least an equal amount of soil material removal from the same parcel(s) or from sub-watershed for all special flood hazard areas within unincorporated Richland County, with the exception of the special flood hazard area adjacent to Lake Murray. Compensatory storage required to offset floodplain fill must be created before the project begins and should be available throughout the construction period. The required volume of compensatory storage must be provided within the project boundary. ~~The applicant shall demonstrate, using a South Carolina registered professional engineer, no net loss of floodplain storage for 10, 50, and 100 year storm events.~~

[~~gd~~] Excavation shall not be counted as compensating for fill if such areas will be filled with water in non-storm conditions.

[~~he~~] Fill shall be performed in a manner to maintain or increase slope stability and maintain or decrease erosive velocities. Fill slopes shall be no greater than two (2) horizontal to one (1) vertical. Flatter slopes may be required where velocities may result in erosion.

[~~if~~] Applicants must submit an as-built survey certification by a South Carolina registered professional engineer that demonstrates that the required volume of storage has been created on site in order to ensure no net loss as outlined and demonstrated per the approved plans.

~~[j]. The use of fill shall not have an adverse impact on neighboring properties.~~

5. ~~The county engineer shall inspect the fill activity. A certification sealed by a professional engineer registered in South Carolina shall be submitted prior to approval of a building permit for compliance with this section. The engineer must provide calculations and complete the county's engineering "No Impact Certification" form. Any change in the flood flow within a regulatory floodplain through fill must be submitted and approved through the FEMA "Letter of Map Revision" process in addition to review by the flood coordinator and county engineer. The county engineer shall provide a copy of the letter of approval, approved site plans, and signed "No Impact Certification" issued by FEMA to the floodplain coordinator.~~

6. A South Carolina registered professional engineer shall certify that all of the above standards and requirements within this subsection ~~26-104 (j)~~ 26-106 (i) have been met.

SECTION XIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (e), Standards for Streams Not Having Established Base Flood Elevations and/or Floodways; is hereby amended to read as follows:

(e) *Standards for streams not having established base flood elevations and/or floodways.* Located within the areas of special flood hazard are small streams where no base flood elevation data have been provided ~~or~~ and where no

floodways have been identified. The following provisions shall apply to these areas:

No encroachments, including fill, new construction, substantial improvement, or other development shall be permitted within one hundred (100) feet of the stream bank unless certification (with supporting technical data by a South Carolina licensed and/or registered land surveyor, engineer, or architect authorized by law to certify such information) is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. Such data shall be submitted to the flood coordinator.

~~(1) — *Activity within one hundred (100) feet of the stream bank.* — No encroachments, including fill, new construction, substantial improvement, or other development shall be permitted within one hundred (100) feet of the stream bank unless certification (with supporting technical data by a land surveyor, engineer, or architect authorized by law to certify such information) is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. Such data shall be submitted to the flood coordinator.~~

~~(2) — *Elevation.* — In special flood hazard areas without base flood elevation data, new construction or substantial improvements of structures shall be elevated so that the lowest floor is no less than three (3) feet above the highest adjacent grade at the building site.~~

SECTION XIV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (f), Standards for Subdivision/Planned Development Community/Large-Scale Development Proposals; Paragraph (1), General; is hereby amended to read as follows:

- (1) ~~*General.* All subdivisions, planned development communities, and large-scale development proposals shall be consistent with the need to minimize or eliminate flood damage. Base flood elevation data provided through hydrologic and hydraulic modeling performed in accordance with FEMA standards showing that there is no rise in the base flood elevation for the community and no risk to human health and welfare shall be provided. All such developments shall be designed so as not to create or increase the level of flooding existing at the time of development. In all areas where base flood elevation data are not available, applications for subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less, shall include a hydrologic and hydraulic analysis that generates base flood elevations. In lieu of the aforementioned, the entire Zone A special flood hazard area shall be placed in a perpetual deeded open space.~~

SECTION XV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay

District; Subsection (g), Standards for Areas of Shallow Flooding (AO and AH Zones); is hereby amended to read as follows:

- (g) *Standards for areas of shallow flooding (AO and AH Zones).* Located within the areas of special flood hazard are areas designated as shallow flooding. The following provisions shall apply within such areas:
- (1) *Residential structures.* All new construction and substantial improvements of residential structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM. ~~If no depth number is specified, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade.~~
 - (2) *Nonresidential structures.* The lowest floor (including the basement) for all new construction and substantial improvements of nonresidential structures shall meet one of the following standards:
 - a. *Elevation.* The nonresidential structures(s) shall be elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM. ~~If no depth number is specified, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade;~~ or,
 - b. *Construction.* The nonresidential structure(s), together with attendant utility and sanitary facilities, must be designed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A land surveyor, engineer or architect authorized by law to certify such information shall submit a certification to the flood coordinator that the standards of this section are satisfied. There shall be adequate drainage paths around structures on slopes to guide floodwaters around and away from the proposed structures.
 - ~~(3) Slopes. All structures on slopes must have drainage paths around them in order to guide water away from such structure; provided, however, such drainage paths must not adversely affect adjacent properties.~~

SECTION XVI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (h), Standards for Levees; Paragraph (1), General Standards; is hereby amended to read as follows:

- (1) *General standards.* All levees protecting residential structures or nonresidential structures that are not flood-proofed shall be designed, constructed, and maintained to provide protection against the 500-year flood, plus three (3) feet of freeboard. Flood elevations shall be as shown on the latest Flood Insurance Rate Maps as determined by appropriate hydrologic methods. Any levee constructed or improved under this subsection shall also comply with the other applicable provisions of Section ~~26-203~~ 26-202 of this chapter.

SECTION XVII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (h), Standards for Levees; Paragraph (2), Specific Standards; Subparagraph a., Design and Construction; is hereby amended to read as follows:

- a. *Design and construction.* Design and construction shall be in accordance with the latest edition of the U.S. Army Corps of Engineers' Manual EM 1110-2-1913 ~~(31 March 1978)~~ Design and Construction of Levees. The design and construction of drainage systems within levees shall be in accordance with the latest edition of the U.S. Army Corps of Engineers' Manual EM 1110-2-1413 ~~(15 Jan 1987)~~ Hydrologic Analysis of Interior Areas. A South Carolina Registered Professional Engineer shall certify that he has been involved in the design, construction, and inspection phases and shall certify that the construction meets requirements of the Corps of Engineers.

SECTION XVIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and SWPPs; Subsection (c), Requirements and Standards; Paragraph (2), Primary Drainage Channel Requirements; Subparagraph d., Areas of Special Flood Hazard; is hereby amended to read as follows:

- d. *Areas of special flood hazard.* In areas of special flood hazard, final grading of all lots and building sites for new construction or substantial improvement shall provide for elevation on fill, pilings, or earth filled curtain walls of the lowest habitable floor to at least two (2) feet above the 100-year flood elevation. Where fill is used to meet this requirement, the area two (2) feet above the 100-year flood elevation shall extend at least ten (10) feet from each side of the building pad. Certain types of non-residential structures are permitted within the floodplain if properly "flood-proofed" in compliance with Section ~~26-104(d)~~ 26-106(d) of this chapter and all applicable building code requirements.

SECTION XIX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and SWPPs; Subsection (c), Requirements and Standards; Paragraph (2), Primary Drainage Channel

Requirements; Subparagraph g., Structures or Obstructions in Regulatory Floodway; Clause 1.; is hereby amended to read as follows:

1. Such proposed impediment is a permitted use pursuant to Section ~~26-104(d)(2)~~; 26-106 (d) of this chapter; or

SECTION XX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and SWPPs; Subsection (c), Requirements and Standards; Paragraph (3), Secondary Drainage Channel and Surface Requirements; Subparagraph d., Areas of Special Flood Hazard; is hereby amended to read as follows:

- d. *Areas of special flood hazard.* In areas of special flood hazard, final grading of all lots and building sites for new construction, or substantial improvement of residential structures, shall provide for elevation on fill, pilings, or earth filled curtain walls of the lowest habitable floor to at least two (2) feet above the 100-year flood elevation. Where fill is added to meet this requirement, the area two (2) feet above the 100-year flood elevation shall extend at least ten (10) feet from each side of the building pad. Certain types of structures are permitted within the floodplain if properly “flood-proofed” in compliance with Section ~~26-104(d)~~ 26-106 (d) of this chapter and all applicable building code requirements.

SECTION XXI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and SWPPs; Subsection (c), Requirements and Standards; Paragraph (5), Design Criteria for Improvements; Subparagraph d., Levees; Clause 1., USACE Manuals; is hereby amended to read as follows:

1. *USACE Manuals.* Design and construction shall be in accordance with the latest edition of the USACE’s Manual EM 1110-2-1913 ~~(31-March-1978)~~ Design and Construction of Levees. The design and construction of drainage systems within levees shall be in accordance with the latest edition of the USACE’s Manual EM 1110-2-1413 ~~(15-Jan-1987)~~ Hydrologic Analysis of Interior Areas. A South Carolina Registered Professional Engineer shall certify that he/she has been involved in the design, construction, and inspection phases and shall certify that the construction meets requirements of the corps of engineers

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

SECTION XXIV. Effective Date. This ordinance shall be enforced from and after _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE _____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Public Hearing: July 1, 2014
Second Public Hearing: April 28, 2015
First Reading: April 28, 2015
Second Reading: May 5, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance to raise revenue, make appropriations, and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2015 and ending June 30, 2016 **[FIRST READING BY TITLE ONLY] [PAGES 100-101]**

Notes

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE TO RAISE REVENUE, MAKE APPROPRIATIONS, AND ADOPT A BUDGET FOR RICHLAND COUNTY, SOUTH CAROLINA FOR FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.

Richland County Council Request of Action

Subject

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, 2015, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2015, through June 30, 2016 **[FIRST READING BY TITLE ONLY] [PAGES 102-103]**

Notes

First Reading:

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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, 2015, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2015, THROUGH JUNE 30, 2016.

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2014-2015 Hospitality Tax Fund Annual Budget to appropriate Two Million Twenty-Five Thousand Dollars (\$2,025,000) of Hospitality Fund Balance to provide funding for purchasing property associated with Project LM as recommended by the Economic Development Committee **[PAGES 104-106]**

Notes

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 HOSPITALITY TAX FUND ANNUAL BUDGET TO APPROPRIATE TWO MILLION TWENTY-FIVE THOUSAND DOLLARS (\$2,025,000) OF HOSPITALITY FUND BALANCE TO PROVIDE FUNDING FOR PURCHASING PROPERTY ASSOCIATED WITH PROJECT LM AS RECOMMENDED BY THE ECONOMIC DEVELOPMENT COMMITTEE.

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 Two Million Twenty-Five Thousand Dollars (\$2,025,000) be appropriated to provide funding for purchasing property associated with Project LM. Therefore, the Fiscal Year 2014-2015 Hospitality Tax Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2014 as amended:	\$ 6,154,250
Appropriation of Hospitality Tax Fund Balance:	<u>\$ 2,025,000</u>
Total Hospitality Tax Fund Revenue as Amended:	\$ 8,179,250

EXPENDITURES

Expenditures appropriated July 1, 2014 as amended:	\$ 6,154,250
Purchasing property associated with Project LM:	<u>\$ 2,025,000</u>
Total Hospitality Tax Fund Expenditures as Amended:	\$ 8,179,250

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

First Reading: May 5, 2015 (tentative)
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

Solid Waste Service Charge for Vacant Dwelling Units **[PAGES 107-114]**

Notes

April 28, 2015 - The Committee recommended that Council approve the process outlined by staff and presented in the agenda packet for removing the solid waste service charge from property with a vacant dwelling unit located on it.



RICHLAND COUNTY
Solid Waste & Recycling Department
1070 Caughman Road North
Columbia, South Carolina 29203
Voice: (803) 576-2440 Facsimile (803) 576-2495



DATE: April 17, 2015

To: County Council

CC: Tony McDonald, County Administrator
Warren Harley, Assistant County Administrator

From: Rudy Curtis, Interim Solid Waste & Recycling Director

Subject: Proposed Solid Waste Service Charge for Vacant Dwelling Units

Pursuant to Committee request for a possible method for removing the solid waste service charge from property with a vacant dwelling unit located on it, staff offers the following protocol

The criteria for securing approval from the Solid Waste & Recycling Department for removal of the solid waste service charge for a vacant dwelling unit is as follow.

1. The owner of the parcel on which the dwelling unit is located must submit an application to the Solid Waste & Recycling Department requesting removal of the solid waste service charge.
2. The owner of the parcel must certify that:
 - a. The dwelling unit has been vacant for more than ninety (90) days.
 - b. The electricity to the dwelling unit has been turned off and the meter has been removed by the electric utility
 - c. The owner of the parcel will notify the Solid Waste & Recycling Department within five (5) business days of such time as the electricity is ever turned on again.
 - d. The owner of the parcel will immediately notify the Solid Waste & Recycling Department as such time as anyone moves into the house even if the electricity is not turned on.
3. Provide a yard maintenance plan explaining how the yard will remain compliant with county code and how any waste generated from such maintenance will be managed without curbside collection.

For consistency and record keeping staff can create a simple application containing the conditions stated above with space for a notarized signature.

Richland County Council Request of Action

Subject: Solid Waste Service Charge for Vacant Dwelling Units

A. Purpose

Council is requested to not charge property owners for a service they do not use or receive.

B. Background / Discussion

At the February 17, 2015 Council meeting, Mr. Jackson brought forth the following motion:

“Property owners should not be charged for a service they do not use or receive. Garbage services, except for commercial services, rental, etc. If there is proof of non-use then that property owner should not be charged.”

Residents of Richland County have curbside collection of household trash, recyclables, yard waste and bulk items. Each dwelling unit is currently assessed a solid waste service charge of \$249 on their annual real property tax notice to fund the countywide curbside collection program. The service charge was by design to be paid in advance of initiation of collections. From the time the program was authorized by County Council in 1984, all dwelling units were assessed the service charge. Once the solid waste service charge was collected, service was initiated at the dwelling unit. The charge was only removed at such time as the house was deemed not habitable by the county. The typical standard has been that the electricity had to be turned off for the house to be deemed not habitable.

Curbside collection contracts were/are structured such that the county pays the hauler a set monthly fee based on the number of household trash carts assigned to dwelling units. Curbside service is provided to all owners of dwelling units pursuant to the ordinance. Most owners use the service every week while others use the service as needed.

When a house is deemed not habitable by the county, a number of actions are triggered.

1. The Solid Waste & Recycling staff removes the house from the hauler list and the hauler is no longer paid to make that stop.
2. All roll carts are picked up by Solid Waste & Recycling staff.
3. The Solid Waste & Recycling staff recommends to the Auditor that the balance of the solid waste fee be refunded to the owner of the parcel where the house is located.
4. The Auditor typically requests that the Treasurer issue the refund check.
5. The Solid Waste & Recycling staff sends a recommendation to the Auditor that the solid waste charge be removed from the next scheduled annual real property tax notice.

When a house is deemed habitable whether by Certificate of Occupancy for new homes or by Solid Waste & Recycling for houses returning to habitable status, the following actions are triggered.

1. The Solid Waste & Recycling staff invoices the parcel owner for the solid waste set-up fee and the prorated solid waste service charge.

2. Once they have been paid, carts are delivered to the location and the hauler is notified to add the location to their routine service list.
3. Solid Waste staff notifies the Auditor that the house is a dwelling unit and recommends that the solid waste fee be added to the next scheduled annual tax notice.

The same process would be necessary if we made adjustments based on occupancy.

In January 1984, pursuant to action of County Council, Richland County Code of Ordinances, Chapter 12: Garbage, Trash and Refuse, became effective.

Among other matters, the ordinance established a curbside collection program for household trash throughout the unincorporated area of Richland County. Sec. 12-14 (a) states that “The entire unincorporated area of the county shall be designated as a roll cart service area . . .”

The ordinance further stated in Sec. 12-23 (a) states that “Owners of residential property in the unincorporated area of the county . . . shall be assessed a service charge for the purpose of financing the collection of solid waste.”

Additionally, Sec. 12-12 defines Residential Property as “Property which contains residential dwelling units . . .” It further defines a Dwelling Unit as “one or more habitable rooms which are intended to be occupied by one (1) family with facilities for living, sleeping, cooking and eating and from which the county would collect refuse . . .”

To summarize the ordinance:

- Residential property owners shall be assessed the charge
- Residential property is property that contains a dwelling unit
- A dwelling unit is by definition habitable.

On April 27, 1984, following questions by the Richland County Auditor about pro-rating solid waste fees based on whether a dwelling unit was occupied, Council issued a written response to the Auditor under signature of Tom Elliot and Billy E. Taylor which in its summary stated “Each residence is to be charged for the type of service received. Therefore, if a home or mobile home is habitable, it is immaterial as to whether it is occupied. The ordinance was never intended as a record-keeping device for occupancy of homes.” See Attachment A.

C. Legislative / Chronological History

2/17/15 – Mr. Jackson brought forth the following motion: “Property owners should not be charged for a service they do not use or receive. Garbage services, except for commercial services, rental, etc. If there is proof of non-use then that property owner should not be charged.”

D. Financial Impact

The actual financial impact of accounting for vacant houses is impossible to predict. Staff does not know the true number of homes that would be vacant at any one time nor for how long. In the latest roll out of recycle carts we mailed 46,000 information packets to the citizens. About 2,000 of those were returned by the USPS due to the house being determined vacant by USPS criterion. If one assumed that to be a representative number, it would extrapolate to about 3,500

houses countywide. Tracking, managing and adjusting service charges for that many homes on average would have substantial adverse impact on solid waste fee collections and also a substantial impact based from having to hire staff to monitor vacancies, determine when and how much of a refund to issue and the cost to re-establish service. The number and locations of vacant houses would be a moving target for which staff would have minimal ability to track. It would require several staff just to pick up and deliver carts alone. If the carts are not picked up a new occupant could resume service simply by placing the cart back at curbside.

E. Alternatives

1. Approve the motion to not charge property owners for a service they do not use or receive. If this alternative is selected, Council should note that this would likely require redevelopment of critical sections of the abovementioned ordinance. It is understood that when the house becomes occupied, the owner of the property shall (1) be responsible for notifying the county that the house is no longer vacant; (2) pay the solid waste set-up fee; and, (3) pay the prorated solid waste service charge to re-establish service.
2. Do not approve the motion to not charge property owners for a service they do not use or receive.

F. Recommendation

This is a policy decision of Council.

Recommended by: Norman Jackson

Department: County Council

Date: February 17, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 3/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

As stated in the recommendation, this is a policy decision for Council. Currently there is not an “opt-out” option for the service and to my knowledge there has not been a complete analysis to determine the cost impact of the alternative. It could be accomplished but would recommended that the County understand the cost of implementation and the method of how to accomplish prior to approval.

Approval of alternative one would require several changes such as:

- An amendment to the ordinance

- Change in the County operational processes for multiple departments (potentially Auditor, Treasurer, Solid Waste, and Finance) that would allow for tracking, monitoring and billing adjustments.
 - o This should include a documented process of how service level will be determined, approved and controlled?
 - o How adjustments/errors will be handled? By which department?
- Determine impact on fee structure based on change both short term and long term
- Determine if the change will impact the payment of hauler contracts inclusive of how billing/payments will be reconciled if service is provided to ineligible

Solid Waste

Reviewed by: Rudy Curtis

Date: 3/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Comments regarding recommendation:

It is recommended that Council choose Alternative 2 based on the following.

- As written, the ordinance provides no pathway to remove charges from any property with a dwelling unit located on it. The ordinance would necessarily have to be redeveloped to allow for such.
- The tracking of which house is vacant and not vacant would be impractical which was the apparent conclusion of Council in 1984 when there were far fewer dwellings to monitor.
- The financial bookkeeping would be problematic and time consuming for Solid Waste & Recycling, the Auditor, the Treasurer and Finance.
- If a distinction were made between a vacant dwelling and a vacant rental dwelling, staff would have to engage in deciding if the property is truly a rental property or not. That decision is problematic itself. Any house can be rented at any time without any declaration of being a rental property. Rental property owners could declare that they have a vacant dwelling and not a vacant rental property to avoid the solid waste service charge. Staff would be left with the difficult task of making the final decision with insufficient information.
- We have no practical means to control service to a dwelling unit based on whether the unit is vacant or not with current staff and technology. Every time a dwelling is vacated, service would be stopped and each and every time someone moves in service would have to be restarted. It would be necessary for staff to pick up the carts when vacated and returned them when service is reinstated. There is no practical way for the current staff to monitor such and we would not have sufficient staff to manage the work.
- The proposed concept tends toward making curbside collection an optional service. Richland County currently manages the only mandatory countywide curbside collection program in the state and as such arguably provides the best service in the state. Much of the reason it is the best program is based on the fact

that the program is mandatory and by being mandatory, funding is always relatively clear. Several counties including Lexington County provide countywide curbside collections through franchise agreements with private haulers but the service is optional – month-to-month. In discussing franchise service with the haulers for a number of years, most have indicated that optional service for residential service is problematic because the customer base fluctuates monthly and cash flow does likewise.

- Revenue will necessarily be reduced by this action, the consequence may result in either a decline in level of service eventually or the solid waste fee may have to be increased.
- Our curbside program funds our recycling efforts and those efforts are critical to the long-term sustainability goals of the county. Making curbside service optional to any degree could have a significant impact on the recycling program.

Owners of vacant dwellings are required by ordinance to maintain the property to certain aesthetic standards which necessarily means that yard waste will be generated which will be put out for collection.

Legal

Reviewed by: Elizabeth McLean

Date: 3/19/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: See legal comments under separate cover.

Administration

Reviewed by: Warren Harley

Date: 3/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Richland County is charged with protecting the life, health, safety and welfare of our citizens. Part of that charge requires us to pursue policies that allow us to carry out that responsibility. In this case an ordinance that requires all households participate in our curbside garbage program enables us to pursue and achieve this objective in the most cost effective manner. This ordinance allows Richland County to provide for the protection of life, health and safety of citizens and allocate the cost of this policy to citizens such that the burden of providing the service is shared among those who benefit. The argument could be made that those who benefit include those who live and work in Richland County and not just those who use the service. Protecting life health and safety is at the center of why we provide this service. Therefore there is a clear public benefit. To allow the proposed opt out provision would necessarily require Richland County to change the level of service provided to prevent the cost of the service from being a burden on those participates who decide to keep the service. It could also hinder our efforts to provide for the welfare of our citizens.

JUN 11 1984 11:30AM RICH. CNTY. PUB. WORKS
JIMMY C. GILES
JAMES R. BARBER, III
THOMAS E. DORSEY



LILLIE S. HERRINGTON, P. 1
W. R. ROGERS
BILLY E. TAYLOR
GANDY Y. WAILES

ATTACHMENT A

THE COUNTY COUNCIL FOR RICHLAND COUNTY

1701 Main Street Post Office Box 192 Columbia, South Carolina 29202

April 27, 1984

Mrs. Patricia T. Anshley
Richland County Auditor
2020 Hampton Street
Columbia, SC 29204

Dear Pat:

In response to your memorandum of April 19th, enclosed are Council minutes of December 20, 1983, and January 3, 1984, concerning the policy established for billing and collection of solid waste.

We believe the problems you listed have been addressed and resolved by the Council, since there would be only three reasons the amount charged for service would be other than \$69.00. The first would be if the resident received greenbox service. The second would be if the property had no buildings at all or none worthy of occupancy. Finally, if a building or mobile home was not ready for occupancy January 1, 1984, it would be necessary to pro-rate the amount for the number of months it was habitable.

We have been constantly assured by all departments that such a system was in place. Therefore, anyone who was charged \$69.00 and did not get a corrected bill or did not insist on delivery of their roll cart cannot have their bill pro-rated now.

Each residence is to be charged for the type of service received. Therefore, if a home or mobile home is habitable, it is immaterial as to whether it is occupied. The ordinance was never intended as a record-keeping device for occupancy of homes.

We hope this answers your questions. Sometimes we fear that we in government want to complicate things that really should be kept simple.

Sincerely,

Tom Elliott
Tom Elliott

Billy E. Taylor
Billy E. Taylor

TD:RET:RF:maw

Enclosure

Joe - FKI
RL

Richland County Council Request of Action

Subject

Judicial Center Flooring Contract [**PAGES 115-118**]

Notes

April 28, 2015 - The Committee recommended that Council approve the request to enter into a contract with O'Neal Flooring in the amount of \$695,863 to provide the labor needed to remove the existing flooring in the Judicial Center and to replace with new flooring materials.

Richland County Council Request of Action

Subject: Judicial Center Flooring Contract

A. Purpose

County Council is requested to enter into a contract with O’Neal Flooring in the amount of \$695,863 to provide the labor needed to remove the existing flooring in the Judicial Center and to replace with new flooring materials.

B. Background / Discussion

The Richland County Judicial Center is in need of having the vinyl tile and carpet replaced in all locations of the facility. The flooring replacement (which will include both vinyl tile and carpet, depending on the area) will provide the Judicial Center with a fresh, new look and will create a cohesive product throughout the facility which will assist on future maintenance of the flooring products.

This contract will include the removal and proper disposal of all existing flooring materials in the designated areas, installation of the new flooring material and all subcomponents, and the placement of all existing furniture and fixtures to its pre-renovation state.

All work for this project will be completed during non-business hours, meaning the Judicial Center will continue to operate under normal conditions throughout the life of this project. The project will take approximately 2-3 months to complete. The contractor will be required to clean all work areas and return all furniture and fixtures to its original location each night, so that normal working conditions are not negatively affected.

Richland County competitively solicited proposals from qualified contractors for this project. We received 2 proposals in response to the RFP – see below:

Vendor(s)	Proposed Cost
Bonitz	\$873,060
O’Neal Flooring	\$695,863

Both proposals were evaluated by a cross-departmental selection committee. The committee’s recommendation was that based on both qualifications and proposed cost, that Council move forward with awarding the contract to O’Neal Flooring.

C. Legislative / Chronological History

- The 2013 General Obligation Bond provided \$700,000 for the replacement of the flooring material in the Judicial Center.

D. Financial Impact

Through the 2013 General Obligation Bond, Council designated \$700,000 to be used towards the rehabilitation of the flooring products in the Judicial Center. The following is a preliminary total project cost estimate:

Broadloom Carpet	\$403,473
------------------	-----------

Carpet Tile	\$72,954
Luxury Vinyl Tile	\$192,215
Cove Base	\$27,221
Sales Tax	\$36,453
Total	\$695,863

Funds for this request are available in the 2013 GO Bond. Therefore, no new funds are needed.

E. Alternatives

1. Approve the request to enter into a contract with O’Neal Flooring in the amount of \$695,863 to provide the labor needed to remove the existing flooring in the Judicial Center and to replace with new flooring materials.
2. Do not approve the recommendation to enter into a contract with O’Neal Flooring. If this alternative is chosen, negotiations could begin with the next most responsive bidder or it could be decided that a re-solicitation is necessary. A total re-solicitation process could take up to an additional 3 months when considering the time required to follow the procurement process and then Council approval process.

F. Recommendation

It is recommended that Council approve the request to enter into a contract with O’Neal Flooring in the amount of \$695,863 to provide the labor needed to remove the existing flooring in the Judicial Center and to replace with new flooring materials.

Recommended by: Chad Fosnight
 Department: Administration
 Date: 04/07/15

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 4/13/15
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick Date: 4/14/15
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

The Procurement method used for this project was an RFP (Request for Proposal). Two submittals were received. Both proposals were deemed responsive and responsible and were forwarded to the Evaluation Committee members for their independent scoring and

evaluations. The highest ranked offeror is O'Neal Flooring and Procurement supports Council awarding the project to O'Neal Flooring.

Legal

Reviewed by: Elizabeth McLean

Date: 4/21/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Tony McDonald

Date: 4/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

McCrary Training Center [**PAGES 119-127**]

Notes

April 28, 2015 - The Committee forwarded this item to Council without a recommendation.

McCrary Training Center, located on the southeast side of Ft. Jackson, is licensed by the United States Army Corps of Engineers to the South Carolina Army National Guard (SCARNG) for use as a training site. The SCARNG and other DoD components habitually use the site to prepare for their federal and state missions. The center's average daily population is approximately 1,500 personnel, with a peak summer load of approximately 3,000.

The McCrary Training Center Fire Department provides support to Richland County Fire Services under a mutual aid agreement (currently pursuing an automatic aid agreement), which affords the citizens of Richland County improved fire services. Additionally, the McEntire Fire Department provides tanker support and Aircraft Rescue & Fire Fighting to Richland County fire services when requested.

SCARNG and McCrary Training Center leadership desire 24/7 EMS coverage. It is the intent of SCARNG leadership to have Advanced Life Support (ALS) capability for the site. . At a minimum, we request one paramedic and one Quick Response Vehicle be stationed at McCrary Training Center. In addition, we also request one ambulance be assigned to McCrary Training Center. We understand the ambulance will be reassigned as needed and per Richland County policy. In exchange for Richland County EMS services, the SCARNG would provide Richland County EMS personnel with housing and vehicle storage. In addition, the SCARNG will be responsible for all utilities and building maintenance. Our intent is for a true partnership between our organizations that is mutually beneficial to soldiers and citizens alike.

Richland County Council Request of Action

Subject: McCrary Training Center

A. Purpose

County Council is requested to approve an Intergovernmental Agreement with the South Carolina Army National Guard to provide Advanced Life Support capability for the McCrary Training Center. Council approval is subject to Legal and Staff review and amendment of the Intergovernmental Agreement with the South Carolina Army National Guard.

B. Background / Discussion

The McCrary Training Center (Center), located on the southeast side of Ft. Jackson, is licensed by the United States Army Corps of Engineers to the South Carolina Army National Guard (SCARNG) for use as a training site. The SCARNG and other DoD (U.S. Department of Defense) components habitually use the site to prepare for their federal and state missions. The Center's average daily population is approximately 1,500 personnel, with a peak summer load of approximately 3,000.

The Center's Fire Department provides support to Richland County Fire Services under a mutual aid agreement, which affords the citizens of Richland County improved fire services. Additionally, the McEntire Fire Department provides tanker support and Aircraft Rescue & Fire Fighting to the County when requested.

It is the intent of SCARNG and the Center to provide 24/7 EMS (Emergency Medical Services) coverage, and the intent of SCARNG leadership to have Advanced Life Support (ALS) capability for the training site.

Through the Intergovernmental Agreement (IGA) (see attached) with the County, SCARNG is requesting that the County provide, at a minimum, one (1) paramedic and one (1) Quick Response Vehicle, which will be stationed at the Center. In addition, SCARNG is also requesting that the County assign one (1) ambulance to the Center. Pursuant to County policy, the ambulance will be reassigned as needed.

In exchange for the County's EMS services, SCARNG will provide the County's EMS personnel with housing and vehicle storage. In addition, SCARNG will be responsible for all utilities and building maintenance.

This request is time-sensitive as SCARNG has to address a federal compliance issue involving the Center, which requires that they have vehicles and staff requested from the County located at the Center to provide EMS.

C. Legislative / Chronological History

There is no legislative history associated with this request.

D. Financial Impact

There is a possible financial impact associated with this request – please see Michael Byrd's comments in Section G of this request.

E. Alternatives

1. Approve an Intergovernmental Agreement with the South Carolina Army National Guard to provide Advanced Life Support capability to the McCrady Training Center. Council approval is subject to Legal and Staff review and amendment of the Intergovernmental Agreement with the South Carolina Army National Guard.
2. Do not approve an Intergovernmental Agreement with the South Carolina Army National Guard to provide Advance Life Support capability to the McCrady Training Center.

F. Recommendation

This is policy decision for Council.

Recommended by: Norman Jackson

Department: County Council

Date: 4/30/15

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 5/1/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision left to Council discretion. Approval would require the identification of a recurring funding source. Additionally, the total amount required will need to be determined.

Emergency Services

Reviewed by: Michael Byrd

Date: 5/1/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Defer to Council

As the agreement is written, The South Carolina Army National Guard is seeking the assignment of an Emergency Medical Service resource (Advanced Life Support level) to be located on the McCrady Training Center site for 24 hours a day, seven days a week (24/7) coverage. They are requesting coverage by an ambulance (with Paramedic Crew) and/or a Quick Response Vehicle (QRV) with a Paramedic. Do to the volume of emergency calls and assignments, it is impossible to keep an EMS ambulance or QRV at any of our stations without an interruption of coverage. Currently, no Emergency Medical Service station in

Richland County has guaranteed 24/7 coverage. During times of peak call volume, several station areas may be cross-covered by one vehicle. It may take several hours for the call volume to slow for all stations to be back-filled with EMS resources.

Call volumes for the stations in the Lower Richland area for 2014:

Pine View Station	6,266
Horrell Hill Station	2,250
Eastover	1,227
Gadsden	479
Highway 601	400

There will be a system-wide impact on meeting the strict 24/7 requirement. In order to comply with the 24/7 requirement, the Ambulance stationed at McCrady will be taken out of the normal call rotation and will only be dispatched to civilian calls located within a short distance of the gate. It will not be used to support other response areas. When the ambulance stationed at McCrady responds to a call, EMS will move an ambulance from another station in the Lower Richland area to McCrady until the original ambulance can return. Another option is to pay an overtime crew to insure the McCrady Center has 24/7 coverage.

There will be a financial impact initially and continuously. First, the station alerting system used by our 911 Communications Center to notify first responders of a pending civilian call, will need to be installed at the McCrady site. The estimated cost is \$6,000. Also overtime cost will be incurred to insure 24/7 uninterrupted coverage at the site. Overtime costs could be as high as \$180,000 per year.

The McCrady station sits away from the road. Off-base response times may increase between 30 seconds and 60 seconds because of the travel time to reach Leesburg Road (depending on vehicle and pedestrian traffic on the base). The times may also increase because of the restriction on the response area for the McCrady ambulance, and moving other station ambulances out of their area to cover McCrady.

Legal

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Warren Harley

Date: 5/1/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision left to Council discretion.

STATE OF SOUTH CAROLINA)	INTERGOVERNMENTAL AGREEMENT
)	BETWEEN THE SOUTH CAROLINA ARMY
)	NATIONAL GUARD, AND RICHLAND
)	COUNTY, SOUTH CAROLINA
COUNTY OF RICHLAND)	

THIS AGREEMENT entered into this _____ day of _____, 2015, is by and between the South Carolina Army National Guard and Richland County, South Carolina.

WHEREAS, Richland County through its Emergency Services Department provides Emergency Medical Services (EMS) to Richland County citizens and visitors by having stations located throughout Richland County; and

WHEREAS, The South Carolina Army National Guard desires to provide EMS to the McCrady Training Center located on Leesburg Road;

NOW, THEREFORE, for and in consideration of the exchange of valuable consideration and the mutual covenants contained herein, the parties hereto agree as follows:

1. Richland County shall staff (on a 24/7 basis in a like manner to its other stations) EMS located at the fire station of McCrady Training Center and shall:
 - a) Staff the McCrady Training Center Fire Station with a full time EMS crew, as defined by Richland County policies;
 - b) Station a minimum of one paramedic and one Quick Response Vehicle at McCrady Training Center Fire Station
 - c) Assign an ambulance at McCrady Training Center Fire Station, with the ability for the ambulance to be repositioned in accordance with current Richland County practices
2. The SC Army National Guard shall:
 - a) Cover the costs of the facility (McCrady Training Center Fire Station) to include maintenance and repair;
 - b) Provide, through the McCrady Training Center Fire Station, adequate space to house the Quick Response Vehicle, Ambulance, and four personnel.
 - c) Provide at McCrady Training Center Fire Station the required communications system for dispatching Richland County EMS.
3. Effective Date, Term, and Termination

The parties anticipate this will be a long-term agreement. Therefore, this agreement shall be effective once signed by an authorized representative of each party, and shall continue in full force and effect on a renewable year-to-year basis from the date set forth above, renewable without further action of

the parties for successive one (1) year terms unless terminated by either party by giving notice prior to May 1st of each year.

4. Statement of Work (Emergency Medical Services)

a) Richland County or its agents shall schedule adequate staffing and resources at the McCrady Training Center Fire Station to respond to emergency calls at the McCrady Training Center.

b) When emergency services are required, Army National Guard Staff shall notify the McCrady Training Center Fire Station per Standard Operating Procedures of the Training Site.

c) In the event the McCrady Training Center EMS crews are on another call when the request is received, the closest available resources will be sent to McCrady Training Center.

d) Any concerns by the Army National Guard will be submitted in writing to the director of Emergency Services.

4. Title

Title to all equipment purchased under this agreement shall vest with Richland County or in the case of leased equipment, with its equipment supplier(s) for the term of this Agreement. Nothing in this Agreement will be deemed to grant, either directly or by implication, estoppels, or otherwise, any license or ownership rights under any patents, patent applications, copyrights, trademarks, trade secrets or other intellectual property of Richland County.

5. Force Majeure

Neither party will be liable for any failure to perform the terms of this Agreement when such failure is due to "force majeure," which generally shall mean any delay or default in performance due to any cause beyond the control of the party claiming force majeure and without such party's fault or negligence.

6. Miscellaneous Provisions

a) This Agreement contains the entire agreement of the parties, and no prior agreements, oral or otherwise, among the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by the parties hereto. The parties agree to notify each other if they become aware that any condition will significantly delay performance.

b) This Agreement may be executed in multiple counterparts, the signature pages of which may be compiled to constitute one original Agreement.

c) This Agreement is intended to be performed in compliance with all applicable laws, ordinances, rules and regulations. The parties agree that should any provisions, clause, term, paragraph or phrase of this Agreement be rendered void or ineffective by the order of any court, then the remaining terms of the Agreement will remain in full force and effect.

d) This Agreement shall be governed and interpreted in accordance with the laws of the State of South Carolina.

e) Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

f) This Agreement is not intended to subvert any superior right or duty Fort Jackson may have in providing such services. Such services in this Agreement are limited to the area known as McCrady Training Center and are not to be interpreted as a duty of Richland County to provide services within this agreement to entities not under control of the South Carolina National Guard.

8. Notices

All notices require hereunder, if required to be in writing, shall be deemed effective as of the date posted and addressed as follows:

To The Army National Guard:

W/ Copy to:

MG Robert Livingston
The Army National Guard
Office of the Adjutant General
1 National Guard Road
Columbia, South Carolina 29201

To Richland County:

County Administrator
2020 Hampton St, Suite 4058
Post Office Box 192
Columbia, South Carolina 29202

W/ copy to:

Mr. Michael A. Byrd
Emergency Services Director for Richland County
Post Office Box 192
Columbia, South Carolina 29202

IN WITNESS WHEREOF WE THE UNDERSIGNED have this ____ day of _____, 2015, set our hand and seal hereon.

THE ARMY NATIONAL GUARD,
SOUTH CAROLINA:

WITNESSES:

By: _____

Its: _____

**RICHLAND COUNTY,
SOUTH CAROLINA:**

WITNESSES:

By: _____

Its: _____

Richland County Council Request of Action

Subject

- 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 Icon Columbia SC LLC, previously identified as Project Sandy; and other related matters **[FIRST READING BY TITLE ONLY] [PAGE 128]**

- b. Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to increase the percentage of the revenues generated by properties located in Richland County to be deposited in the Richland County Industrial Park Fund from three percent to five percent; and other related matters **[FIRST READING BY TITLE ONLY] [PAGE 129]**

- c. A Resolution Authorizing the execution of an Intergovernmental Agreement relating to the Pineview Industrial Park between Richland County, South Carolina and the City of Columbia, South Carolina and other matters related thereto **[PAGES 130-136]**

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 ICON COLUMBIA SC LLC, PREVIOUSLY IDENTIFIED AS PROJECT SANDY; AND OTHER RELATED MATTERS.

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

AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCREASE THE PERCENTAGE OF THE REVENUES GENERATED BY PROPERTIES LOCATED IN RICHLAND COUNTY TO BE DEPOSITED IN THE RICHLAND COUNTY INDUSTRIAL PARK FUND FROM THREE PERCENT TO FIVE PERCENT; AND OTHER RELATED MATTERS.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT RELATING TO THE PINEVIEW INDUSTRIAL PARK BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND THE CITY OF COLUMBIA, SOUTH CAROLINA AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized by the Constitution and general law of the State of South Carolina to enter into agreements with other governmental bodies;

WHEREAS, the Pineview Industrial Park (“Pineview”) is located in the I-77 Corridor Regional Industrial Park, a multi-county industrial park the County jointly developed with Fairfield County, South Carolina pursuant to Article VIII, Section 13(D) of the Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“MCIP”);

WHEREAS, because Pineview is located in the MCIP, such real property comprising Pineview is exempt from *ad valorem* property taxes, and the owners or lessees of the real property pay an amount equivalent to the property taxes or other fees-in-lieu of *ad valorem* property taxes that would have been due and payable except for the exemption (“Fee Payments”);

WHEREAS, for the purpose of enhancing the economic development of the County, the County desires to execute an intergovernmental agreement (“Agreement”) with the City of Columbia, South Carolina (“City”) pursuant to which the County will share a portion of the Fee Payments generated from Pineview to induce the City can continue to provide water and sewer services to the property owners in Pineview; and

WHEREAS, the terms of the Agreement relating to the County have been negotiated by [TITLE], 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. Direction to Execute and Deliver Agreement. In the name of and on behalf of the County, the Chair of County Council or the County Administrator are both hereby authorized and directed to execute the Agreement on behalf of the County. The Chair of County Council or the County Administrator may approve and execute modifications and amendments to the Agreement, which, after consultation with counsel, do not substantially modify the terms of the Agreement as presented to County Council and attached hereto as Exhibit A.

Section 2. Further Authority. 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 accomplish the purposes contemplated by this Resolution.

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

Section 4. Severability. 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 5th day of May, 2015.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Torrey Rush
Chair of Richland County Council

ATTEST:

Monique McDaniels
Clerk of Richland County Council

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF COLUMBIA

INTERGOVERNMENTAL AGREEMENT RELATING TO THE PINEVIEW INDUSTRIAL PARK

This INTERGOVERNMENTAL AGREEMENT RELATING TO THE PINEVIEW INDUSTRIAL PARK (“Agreement”) is made and entered into this ____ day of January, 2015, by and between the Richland County, South Carolina, a body politic and corporate in the State of South Carolina (“County”) and the City of Columbia, a perpetual body, politic and corporate, a municipal corporation in the State of South Carolina (“City”).

RECITALS:

WHEREAS, County and City are authorized by the constitution and general law of the State of South Carolina (“State”) to enter into agreements with other governmental bodies.

WHEREAS, the County, in order to promote economic development within the County has previously developed the Pineview Industrial Park, as more particularly described on the attached Exhibit A (“Pineview”), to attract commercial and manufacturing enterprises and investment to the County.

WHEREAS, the County has located Pineview in the I-77 Corridor Regional Industrial Park, a multi-county industrial park the County jointly developed with Fairfield County, South Carolina pursuant to Article VIII, Section 13(D) of the State Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“MCIP”).

WHEREAS, because Pineview is located in the MCIP, such real property comprising Pineview is exempt from *ad valorem* property taxes, and the owners or lessees of the real property pay an amount equivalent to the property taxes or other fees-in-lieu of *ad valorem* property taxes that would have been due and payable except for the exemption (“Fee Payments”).

WHEREAS, the City provides residential and commercial water and sewer services to users within and without the geographic boundaries of the City.

WHEREAS, prior to providing water and sewer services to commercial users outside the geographical boundaries of the City, the City requires that a property owner sign a Declaration of Covenant agreeing to petition for annexation into the City should the property ever become eligible for annexation pursuant to State law.

WHEREAS, the City’s purpose for the policy requiring the execution of a Declaration of Covenant is to enable the City to broaden its tax base to support the provision of City services, including water and sewer services, to its individual and corporate residents and customers.

WHEREAS, companies seeking to invest in Pineview are not in favor of executing the agreement which requires agreement to annexation in order to receive water and sewer services from the City.

WHEREAS, County and City both seek the development of Pineview for commercial and industrial purposes, while not depriving the City of needed revenues.

WHEREAS, the County has agreed to share a portion of the Fee Payments generated from Pineview so the City can continue to provide water and sewer services to the property owners in Pineview (“Pineview Owners”) without requiring execution of an agreement agreeing to annexation.

NOW, THEREFORE, in consideration of the premises and their mutual promises, covenants, and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. No Annexation Agreements. The City shall not require Pineview Owners to sign an agreement to petition for annexation as a condition for the City's provision of water and sewer service. The City shall terminate any agreement with a Pineview Owner that may have been executed (i) prior to the date of this Agreement, and (ii) as a condition for the provision of water and sewer services.

Section 2. Non-Annexation Payment. (a) If the City provides a Pineview Owner with water and sewer services ("Serviced Property"), then the County shall make an annual payment to the City ("Non-Annexation Payment") with respect to the Serviced Property.

(b) The Non-Annexation Payment is equal to ten percent (10%) of the Fee Payments generated by the Serviced Property and remaining after the County's (i) application of any credits, (ii) distribution to Fairfield County, South Carolina pursuant to the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 ("Master Agreement"), or (iii) reimbursement or deposit into any fund pursuant to the Master Agreement.

(c) The County shall remit a Non-Annexation Payment to the City within 60 days of receipt of a Fee Payment with respect to a Serviced Property.

(d) The City may request an annual report which details the calculation of an annual Non-Annexation Payment.

Section 3. Termination on Annexation. (a) A Pineview Owner may petition the City to annex that owner's property in accordance with State law. On petition and annexation, this Agreement shall terminate with respect to that property and the City is no longer entitled to a Non-Annexation Payment with respect to that property.

(b) If a Serviced Property petitions for annexation and annexation occurs within the middle of a property tax year, then the City is entitled to a pro rata Non-Annexation Payment from the County based on a fraction with the numerator being the number of days the City provided water and sewer services to the Serviced Property and the denominator being 365.

(c) Any pro rata Non-Annexation Payment due under this Section 3 is payable at the time set forth in Section 2(c) above.

Section 4. Cooperation. The County and the City recognize the need for cooperation among the parties for the continued development of Pineview. The County and City agree to cooperate and take any additional actions or to execute additional documents necessary to cause this Agreement to be effectuated.

Section 5. Default. In the event of a breach of this Agreement or failure by the County or City to meet the commitments set forth herein, the County and City each have the right to pursue such remedies and damages as may be available at law or in equity.

Section 6. Jurisdiction. This Agreement is governed by and interpreted in accordance with laws of the State of South Carolina, exclusive of the conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction.

Section 7. Severability. In case any one or more of the provisions contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect for any reason whatsoever, the validity, legality, enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 8. Termination. This Agreement shall automatically renew on January 31 following each City or County Council election year unless terminated in writing by either entity within one (1) week following each Council's first meeting of the new Council year. Termination by either entity shall not affect the commitments then outstanding.

Section 9. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized officials as of the day and year first above-stated.

RICHLAND COUNTY, SOUTH CAROLINA

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Chair, County Council

By: _____
Mayor

Attest: _____
Clerk, County Council

Attest: _____
Clerk, City Council

Date:

Date:

EXHIBIT A
DESCRIPTION OF PINEVIEW INDUSTRIAL PARK

The Pineview Industrial Park, as of the date of this agreement, is comprised of the following parcels of property bearing the listed Richland County tax map number and more fully depicted on the attached aerial map:

16200-03-20
16209-01-01
16200-03-01
16100-02-20
16100-02-02
16100-02-04
16100-02-16
16100-02-07
16100-02-21
16100-02-19
16100-02-22
16100-02-03
16200-03-02
18900-01-01
18900-02-01 portion
16100-03-05
16100-03-17
16100-03-03 portion
16100-02-17

As of the date of this Agreement, the following parcels of property, more fully depicted on the attached aerial map, are not a part of the Pineview Industrial Park. However, if in the future they become part of the Pineview Industrial Park, this Agreement shall apply to those parcels as of the date the parcel becomes incorporated in the Pineview Industrial Park.

16100-04-08 portion
16100-02-05
16100-02-08
16100-02-09

Richland County Council Request of Action

Subject

APPOINTMENTS:

a. Airport Commission - 1 [PAGES 139-144]

1. J. Frank Manning, Jr.
2. D. Michael Kelly

b. Building Codes Board of Appeals - 1 [PAGES 145-146]

1. David Cook

c. Accommodations Tax - 1 [PAGES 147-148]

1. Amber Martin

d. Hospitality Tax - 1 [PAGES 149-150]

1. Craig Parks

e. Midlands Workforce Development Board - 3 [PAGES 151-156]

1. Bobby Cunningham
2. Barrie B. Kirk
3. Patrick Thomas

f. Employee Grievance - 3 [PAGES 157-170]

1. Joseph Scott Hallbick
2. Ashley Powell
3. Teresa W. Grissom
4. Timothy R. Lippett
5. Beverley Williams Leeper
6. Suzie Hayne
7. Francine D. German-Gaillard

g. Planning Commission - 4 [PAGES 171-183]

1. Wallace Brown, Sr.
2. William Z. Riley
3. C. David Tuttle
4. Beverly Diane Frierson
5. Nathan Halydier
6. Patrick Palmer



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: J. Frank Manning, Jr. (Frank)
Home Address: 224 Chimney Hill Road
Telephone: (home) (803) 783-1624 (work) (803) 217-6020
Office Address: 100 SCANA Pkwy, Cayce, SC 29033
Email Address: frank.manning@scana.com
Educational Background: BA from USC; JD from USC School of Law
Professional Background: Attorney
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Richland County Airport Commission
Reason for interest: I have been a member of SC Aviation Association for 15 years
serving as Vice-President in 2005 and 2006 and President in 2007 and 2008.
Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:
For 12 years I served as General Counsel for the Richland-Lexington Airport District.
I contributed to the re-write and passage of Title 55 of the SC Code of Laws.
Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give? _____
Recommended by Council Member(s): _____
Hours willing to commit each month: As many as needed.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No **X** _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes Perhaps _____ No _____

If so, describe: At a recent Commission Meeting there was an action proposed concerning a right of way for SCANA. In such situations, I would declare a conflict and not participate in the discussion or voting on such a matter.

J. Frank Manning, Jr.
Applicant's Signature

3-31-15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: D. Micahel Kelly

Home Address: 1667 Tanglewood Road, Columbia, SC 29204

Telephone: (home) (803) 929-0706 (work) (803) 461-2159

Office Address: PO Box 8113, Columbia, SC 29202

Email Address: mkelly@mklawgroup.com

Educational Background: BA in Political Science 1974 and JD - 1977

Professional Background: Attorney for 38 years - in private practice since 2004

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Richland County Airport Commission

Reason for interest: To continue my wife Anne Kelly's desire to assist this important mission of Richland County

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I have extensive experience serving on Boards, non-profits and have been in business for over 30 years

Presently serve on any County Committee, Board or Commission? no

Any other information you wish to give? attended seminars at SC Aviation Convention and

Recommended by Council Member(s): Julie-Ann Dixon learned a lot on Airport Mgmt.

Hours willing to commit each month: Whatever the job takes

CONFLICT OF INTEREST POLICY

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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

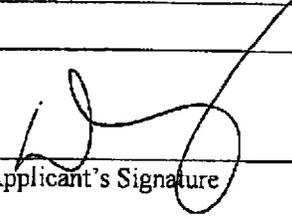
Yes _____ No **X** _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No **X** _____

If so, describe: _____


Applicant's Signature

March 26 2015
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

2

D. Michael Kelly
Owner/Attorney
Mike Kelly Law Group, LLC

500 Taylor Street, Suite 400, P.O. Box 8113, Columbia, SC 29202 (803) 726-0123

Education

University of South Carolina, B.A. in Political Science, 1974

University of South Carolina School of Law, 1977

* Member - Order of Wig and Robe

* Legal Writing Instructor

Achievements

* President, South Carolina Bar Young Lawyers Division, 1987

* Chair, Continuing Legal Education Committee, South Carolina Bar, 1989 - 1991

* President, Richland County Bar Association, 1990 - 1991 and 1991 - 1992

* Chair, Trial and Appellate Advocacy Section, South Carolina Bar, 1990

* Chair, Law Related Education Division, South Carolina Bar, 1991 - 1992

* Regional Governor, Board of Governors, South Carolina Bar, 1992 - 1994

* Chair, House of Delegates, South Carolina Bar, 1994 - 1996

* Secretary, South Carolina Bar, 1996

* Treasurer, South Carolina Bar, 1997

* President-Elect, South Carolina Bar, 1998 - 1999

* President, South Carolina Bar, 1999 - 2000

* Executive Council, American Bar Association Young Lawyer Division, 1988 - 1990

* Executive Council, Economics of Law Practice Section American Bar Association, 1990 - 1992

* Treasurer, South Carolina Bar Foundation, 2005

* Board Chair, Palmetto Legal Services, 1999 - 2003

* Board Member of South Carolina Centers for Equal Justice, 2003 - 2005

* Co-Chair, University of South Carolina School of Law Building Campaign, 2003 - 2014

* Past President, American Board of Trial Advocates, South Carolina Chapter, November 2007-February 2009; Current Executive Committee Member

* Past Chair, Central Carolina Community Foundation, 2009 - 2011

* Past Chair, 2001 - 2008, Glenforest School Board; Current Board Member

- * Board Member, New Morning Foundation, 2004 - present
- * Past-Chair of the Cultural Council of Richland and Lexington Counties in South Carolina
- * Board Member, Greater Columbia Chamber of Commerce, 2010 - 2011
- * Permanent Member, House of Delegates, South Carolina Bar
- * Member of the South Carolina Judicial Independence Commission, Current
- * Member of Chief Justice's Commission on Lawyer Advertising, 2010 - 2012
- * Served on Governing Board of the University of South Carolina College of Liberal Arts National Advisory Council
- * Past-Chair of the University of South Carolina Longstreet Theatre Campaign Fund
- * Board Member, United Way of the Midlands, 2009 - 2011

Honors & Awards

- * Outstanding Alumnus Award from the Department of Arts & Sciences from the University of South Carolina, 2009
- * Young Lawyer of the Year, 1988
- * The Compleat Lawyer Award, University of South Carolina School of Law, 1993
- * Public Citizen Award from South Carolina Trial Lawyers Association, 1994
- * Included in Best Lawyers in America (Worker's Compensation), twenty-five consecutive years
- * Included in South Carolina Super Lawyers, 2008 - 2014
- * Legal Elite of the Midland Award – Personal Injury – 2011, 2012, 2013, 2014
- * Boy Scouts of America Whitney M. Young Jr. Service Award, 2014
- * AC Chapter of ABOTA – Member of the Year - 2014

Personal

- * Children: Two sons- Patrick Kelly, age 32, Masters in Theatre, New York University; Mac Kelly, age 28, McWaters
- * Member, Lector and former Vestry of St. Martin's In-The-Field Episcopal Church
- * Hobbies - Golf, Gamecock Athletics and Civic Engagements



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: David Cook

Home Address: 6579 Crabtree Road

Telephone: (home) 803-600-6244 (work) 803-782-6422

Office Address: 137 Calvin M. Cole, Sr. 29223

Email Address: N2CPC@AOL.com

Educational Background: Community College

Professional Background: Career at Cook Plumbing Company

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Building Branch of Adjustment and Appeal

Reason for interest: was a member in past.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Knowledge of Plumbing industry and General Construction Knowledge. Having a Master Plumber License and Mechanical License.

Presently serve on any County Committee, Board or Commission? Just came at this point.

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month:

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

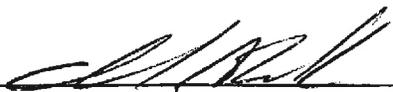
Yes _____ No ✓ _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓ _____

If so, describe: _____


Applicant's Signature

3/25/2015
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only		
Date Received: _____	Received by: _____	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

2



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Amber Martin

Home Address: 3129 Oakview Road

Telephone: (home) 706.951.6459 (work) 803.760.1715

Office Address: 120 Blarney Drive, Columbia, SC 29223

Email Address: amber.martin@marriott.com

Educational Background: Bachelor's Degree – University of South Carolina – College of HRTM

Professional Background: Hospitality Industry 8 years.

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Accommodations Tax Committee

Reason for interest: I work in the Hospitality Industry and feel that I have a lot to contribute to the committee because of my position within the industry.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
With eight years of Hospitality experience serving as a Front Desk Agent, and a Director of Sales, I am very aware of what this tax does for the marketing efforts of our region. I see firsthand how successful organizations can be with the help of the H-Tax contributions.

Presently serve on any County Committee, Board or Commission? I am currently on H-Tax.

Any other information you wish to give? _____

Recommended by Council Member(s): Jim Manning

Hours willing to commit each month: As many as needed.

CONFLICT OF INTEREST POLICY

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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

3/26/15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: CRAIG H. PARKS
Home Address: 4708 TRENHOLM Rd. Cola, SC 29206
Telephone: (home) 803-463-8109 (work) 803-212-6672
Office Address: 1000 Assembly St. Cola SC 29201
Email Address: craigparks@scsenate.gov
Educational Background: BA, WOFFORD; MA, USC
Professional Background: Sr. Analyst, SC Senate
Male [checked] Female [] Age: 18-25 [] 26-50 [checked] Over 50 []
Name of Committee in which interested: H Tax for A Tax
Reason for interest: To give back to my community by helping to ensure these tax dollars are spent in the best way possible to promote business and grow the county.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Strong analytic skills, work ethic and ability to communicate and build consensus.
Presently serve on any County Committee, Board or Commission?
Any other information you wish to give? Term recently expired on H Tax.
Recommended by Council Member(s): Cur. Jim Manning
Hours willing to commit each month: Multiple

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Bobby Cunningham

Home Address: 781 Harbor Vista Drive Columbia, SC 29229

Telephone: (home) (803) 699-8382 (work) (833) 736-8787

Office Address: 750 Old Clemson Road Columbia, SC 29229

Email Address: bcunningham@richland2.org

Educational Background: BA-Erskine College, MAT-USC, Ed.S.-USC

Professional Background: Educator 34 years...Principal 5 years....Ad. Director-3.5 years

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Midlands Workforce Development Board

Reason for interest: to impact workforce development in the Midlands, WIOA, provide insight and support for the underemployed in the Midlands

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Adult Education Director with Richland School District Two

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): No

Hours willing to commit each month: Whatever it takes to fulfill the duties of the Board

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations: checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____


Applicant's Signature

3/24/15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Barrie B. Kirk
Home Address: 1537 Haynesworth Rd. Columbia, SC 29205
Telephone: (home) (803) 790-2802 (work) (803) 691-3875
Office Address: 151 Powell Rd. Columbia, SC 29203
Email Address: kirkb@midlandstech.edu
Educational Background: BA (Journalism), MEd (Higher Educ) and EdD (Educ) from USC
Professional Background: Midlands Technical College VP Corp & Cont Educ & Econ Dev
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Midlands Workforce Development Board
Reason for interest: In my years of working with WIA, I feel that my professional experience along with my passion for helping the underserved will be of value to the board.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I have an indepth knowledge of the barriers and opportunities faced by the underserved and in what it takes for them to obtain the education they need to become employed.
Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give? _____
Recommended by Council Member(s): _____
Hours willing to commit each month: 10+

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No **X** _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes **X** _____ No _____

If so, describe: I am employed at Midlands Technical College and the college is currently an Eligible Training Provider and partner with WIA in many ways. I am happy to abstain from any voting that would be considered a conflict.

Barrie Blaylock
Applicant's Signature

3.17.15
Date

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Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

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Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Patrick A. Thomas

Home Address: 24 StillOrgan Ct, Blythewood, SC 29016

Telephone: (home) (803) 451-0110 (work) (803) 737-4365

Office Address: 700 Taylor St Columbia, SC 29201

Email Address: pthomas@dew.sc.gov

Educational Background: BA Applied Management, Masters in Management

Professional Background: Regional Manager DEW, CSM US Army Reserves

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Richland County Board

Reason for interest: Would love to participate in the shaping and direction of our local workforce. Also would like to participate in workforce development in our area

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I have a vast knowledge of Workforce Development, experienced in employer relations, LMI, and employment services

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: Whatever is needed

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

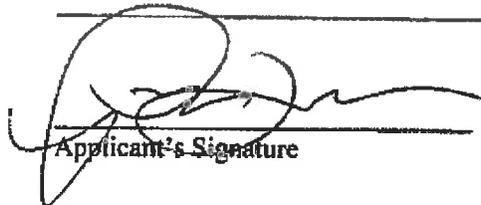
Yes _____ No NO

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No NO

If so, describe: _____


Applicant's Signature

3/5/15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Name: Joseph Scott Hallbick

Home Address: 516 Hubert Simpson Road, Little Mountain, SC 29075

Telephone: (home) (803) 309-4960 (work) (803) 576-1503

Office Address: 2020 Hampton Street, Columbia, SC 29204

Email Address: hallbickj@rcgov.us

Educational Background: 3 ½ years of college

Professional Background: Richland County 26 years, IT Department 8 years

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Grievance Committee

Reason for interest: I am interesting in returning to the Grievance Committee.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I have worked for Richland County for 26 years. I have been in supervisory positions as well as line employee positions. I was on the Grievance Committee for 6 years and served as chairman of the committee for 3 years back in late 1990's and early 2000's.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? None

Recommended by Council Member(s): Bill Malinowski

Hours willing to commit each month: As necessary

CONFLICT OF INTEREST POLICY

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Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____


Applicant's Signature

2-12-2015
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only		
Date Received: _____	Received by: _____	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

2



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Ashley Powell

Home Address: 208 Amelia Oak Way

Telephone: (home) (843) 224-8965 (work) (803) 576-2166

Office Address: 2020 Hampton Street, 1st floor, Columbia, SC 29204

Email Address: Powella@rcgov.us

Educational Background: Master of Urban Design

Professional Background: Neighborhood Planner

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Employee Grievance Committee

Reason for interest: My interest in is ensuring impartial, logical and efficient assessment of issues that arise concerning County Employees.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

I am logical, impartial and a person who prides themselves on being of good character.

My background in HIPPA protected info makes me take confidentiality seriously.

Presently serve on any County Committee, Board or Commission? I do not.

Any other information you wish to give? N/A

Recommended by Council Member(s): _____

Hours willing to commit each month: As many as may be required within reason.

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: N/A

Ashley Powell
Applicant's Signature

02/25/2015
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

2



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Teresa W. Grissom

Home Address: 268 Bushberry Road P.O. Box 825, Pelion SC 29123

Telephone: (home) (803) 429-1695 (work) (803) 929-6150

Office Address: 1701 Main St. Room 403B

Email Address: grissomt@rcgov.us

Educational Background: Tech, some college courses

Professional Background: Senior Paralegal

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Grievance Committee

Reason for interest: I want to help people. I listen well and believe in honesty and fairness. I am aware that difficulties arise and should be handled in the workplace.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I have worked as a Paralegal with the Public Defender Office for 25 years. I am in constant contact with the public and help resolve their legal problems daily.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? No

Recommended by Council Member(s): _____

Hours willing to commit each month: What is needed.

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Heresa Hissom
Applicant's Signature

2/13/15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Timothy R. Lippett

Home Address: 400 Guard Tower Lane

Telephone: (home) (803) 665-3328 (work) (803) 576-3200

Office Address: 201 John Mark Dial Drive

Email Address: Lippettt@rcgov.us

Educational Background: Studied at Benedict College (social work)

Professional Background: Watch Commander(supervisor for 8 yrs) Total 11yrs in correcti

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Employee Grievance Committee

Reason for interest: By being a part of this committee, I will be given to opportunity to
be apart of the due process Richland County has formulated.

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:
I am a part of the Alvin S Glenn Detention Center's Policy and Procedure
committee as well as the Field training Officer program.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? I study human behavior as a hobby.

Recommended by Council Member(s): _____

Hours willing to commit each month: 25

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____


Applicant's Signature

2-20-2015
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Beverley Williams Leeper

Home Address: 303 Grinders Mill Road-Columbia, SC 29223-8010

Telephone: (home) 803.788.7807 (work) 803.576.2237

Office Address: 2020 Hampton Street, Room 4048, Columbia, SC 29204

Email Address : leeperb@rcgov.us

Educational Background: BS-Criminal Justice (USC), AAS-Law Enforcement (Central Texas College)

Professional Background: Safety Officer (RC), OSHA Investigator(LLR)

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Employee Grievance Committee

Reason for interest: I believe that I can bring a new, impartial, opinion that does not delineate from policy or other promulgated laws at they pertain to employees seeking fair resolution to/for concerns.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have 16+ years as an Investigator (OSHA) and Safety Manager in which I have investigated numerous employee complaints and concerns as well as investigating 11-C (OSHA) which target complaints by employees seeking protection under the OSHA Act. I will render a fair, unbiased opinion and will always recuse myself from issues that may concern my involvement as Safety Officer for Richland County Government. Every decision will be fair and equitable based on and supported by law, policy, and guidelines

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? No

Recommended by Council Member(s): No

Hours willing to commit each month: Whatever is necessary to complete the task

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: N/A _____



Applicant's Signature

2.12.15

Date

Return to:
Clerk of Council | P. O. Box 192, Columbia, SC 29202
For information call (803) 576-2060 or email rccoco@rcgov.us

One form must be submitted for each Committee, Board or Commission you wish to serve on.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Suzie Hayne
Home Address: 1740 Alba Drive
Telephone: (home) (803) 920-2111 (work) (803) 576-2176
Office Address: 2020 Hampton St. Columbia, SC 29202
Email Address: haynessu@rcgov.us
Educational Background: College
Professional Background: Richland County Boards & Committees Coordinator
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Grievance Committee
Reason for interest: I believe every employee at Richland County should be treated fairly and with equality.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Serving as the Boards and Committees Coordinator for both PC and BOZA I have learned how to really listen to all sides.
Presently serve on any County Committee, Board or Commission? no
Any other information you wish to give? Everyone should have a chance to be heard.
Recommended by Council Member(s): _____
Hours willing to commit each month: As many as needed

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Suzette Higgins
Applicant's Signature

2/17/15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	Item # 5

2



EMPLOYEE GRIEVANCE COMMITTEE APPLICATION

Name: Francine D. German-Gaillard

Home Address: 222 Keystone Drive Hopkins, SC 29061

Telephone: (home) 803-647-7521 (work) 803-576-3245

Office Address: 201 John Mark Dial Drive, Columbia SC 29209

Email Address: gaillardf@rcgov.us

Educational Background: Master of Arts in Human Service: Criminal Justice

Professional Background: Law Enforcement and Military

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Grievance Committee

Reason for interest: Interesting in learning and understanding different department within Richland.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Lieutenant at the Detention Center, Promotional Board for military, Master Sergeant in the USAR, and Certified Jail Manager.

Presently serve on any County Committee, Board or Commission? Wellness Committee

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 10 hours works (1300pm-1000pm) Mon-Friday

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X

If so, describe: _____

Jeanne A. Berman-Duillard
Applicant's Signature

3/26/2015
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202. You may fax the form to (803) 576-2136 or email: rccoco@rcgov.us
For more information call (803) 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

2



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: WALLACE BROWN, SR

Home Address: 316 MEADOWLARK DR Columbia, SC 29203

Telephone: (home) (803) 754-1282 (work) (803) 608-2332

Office Address: SAME

Email Address: NA

Educational Background: Bachelor Degree BENEDICT COLLEGE

Professional Background: HEALTH CARE CONSULTANT

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: PLANNING Commission

Reason for interest: I AM CURRENTLY SERVING AND WOULD LIKE TO FINISH WORK
ON IMPLEMENTING THE COMPREHENSIVE PLAN FOR THE COUNTY

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

I AM A MANAGEMENT PLANNER AND CONCERNED COUNTY RESIDENT
WHO IS WILLING TO SERVE

Presently serve on any County Committee, Board or Commission? THE PLANNING Commission

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: AS NEEDED

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: William Z. Riley
Home Address: 656 Village Market Drive Chapin SC 29036
Telephone: (home) (803) 201-2674 (work) (803) 405-6480
Office Address: 6416 SC HWY 219 Newberry SC 29108
Email Address: wriley@komatsuna.com
Educational Background: MA Theology, MA Human Resources, BA Business Admin
Professional Background: Retired Army- 13 years, Human Resources- 12 years
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Planning Commission
Reason for interest: To serve the surrounding area to the best of my ability. To help in ensuring a safe, affordable, and productive county for families and friends for the future.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Served as Vice President of USATF. Currently served on the BOD for Village of Hiltons 14 years of leadership in the US Army. 13 years of management in Human Resources.
Presently serve on any County Committee, Board or Commission? Yes, Village of Hiltons
Any other information you wish to give? Fortis college advisory Board, Certified official
Recommended by Council Member(s): N/A
Hours willing to commit each month: 40 plus

CONFLICT OF INTEREST POLICY

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Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____

William J. Riley
Applicant's Signature

3/10/15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
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Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: C David Tuttle
Home Address: 821 Handshake Drive
Telephone: (home) 803 518-1598 (work) None
Office Address: 100 Lake Carolina Blvd.
Email Address: dtuttle@lakecarolina.com
Educational Background: USC - Real estate / Finance
Professional Background: Real estate Developer
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Planning Commission
Reason for interest: Serve another term

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

28 Years in Real estate & Construction in Columbia, SC

Presently serve on any County Committee, Board or Commission? Planning Commission

Any other information you wish to give? I have enjoyed contributing to the

Recommended by Council Member(s): _____

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature


Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Beverly Diane Frierson
Home Address: 204 Beacon Lane/Columbia, SC 29229
Telephone: (home) 803. 736. 6136 (work) N/A Retired
Office Address: N/A Retired
Email Address: beverlyfrierson@hotmail.com
Educational Background: BA in English, Master of Science in Curriculum + Instruction
Professional Background: Retired Educator

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Planning Commission

Reason for interest: I live in a large unincorporated area of the county. I do not wish to see unmanaged, haphazard growth. Further I understand that much of the work before the Commission requires Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Facilitating the building of relationships. I have the skills to advance dialogue between opposing parties.

Characteristics/Qualifications: I listen well, I attempt to be fair; I read and study to be knowledgeable and prepared. Completing the unexpired term of a former Commissioner has given me months of experience. I wish to continue to serve Richland County. Presently serve on any County Committee, Board or Commission? PLANNING COMMISSION

Any other information you wish to give? I was active on Comprehensive Plan Committee
Recommended by Council Member(s):

Hours willing to commit each month: As many as needed to serve the citizens of Richland County well.

CONFLICT OF INTEREST POLICY

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No

If so, describe: _____

Beverly Diane Truison
Applicant's Signature

Jan. 29, 2015
Date

Return to:

**Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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Date Received: _____	Received by: _____
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Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Nathan Halvordier

Home Address: 320 Hank dr Columbia, SC 29210

Telephone: (home) 803-414-8996 (work) 803-771-0131 ext 112

Office Address: 1301 Gervais Suite 710 Columbia, SC 29201

Email Address: NathanHalvordier@gmail.com

Educational Background: BS in business

Professional Background: View my background online at NathanHalvordier.com

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: The Planning Commission

Reason for interest: Desire to get involved.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I consider myself a passionate and honest leader, an entrepreneur and a giving community volunteer. I have significant experience in business, finance, marketing, and tech.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: 10-20+

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes ✓ No _____

If so, describe: I currently work for SC Interactive which has a contract with the state to provide payment processing and online apps to government bodies. I do not however own any part of the company, nor am I part of its sales process.

[Signature]
Applicant's Signature

3/4/15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
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Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Patrick Palmer

Home Address: 220 Windsor Point Rd, Columbia, SC 29223

Telephone: (home) 803-556-3340 (work) 803-744-9853

Office Address: 807 Gervais Street Suite 301 Columbia, SC 29201

Email Address: ppalmer@naiavant.com

Educational Background: BS University of South Carolina 99'

Professional Background: 15 years in commercial real estate

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Planning Commission

Reason for interest: As a lifelong resident of Richland County, I desire to give back to the community. This commission has been the best place I have found which utilizes my knowledge of the area, development/zoning code and community desires to help the citizens of our county I grow in a manner which takes into account the needs of both the citizens and the County.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I was born in Richland County and have never left. I have knowledge of every part of our county both rural and urban. I have intimate knowledge of our zoning code (particularly chapter 26) which often times allows for further discussion on issues that come to us which leads to a compromise between staff, applicant and neighbors.

Presently serve on any County Committee, Board or Commission? Yes Planning Commission

Any other information you wish to give? I would greatly appreciate the opportunity to continue to serve the citizens of this county as a member of the Richland County Planning Commission.

Recommended by Council Member(s): Jim Manning

Hours willing to commit each month: As many as needed. As you can tell from my attendance record, I miss on average 1 meeting a year due to some sort of unforeseeable need (usually involving one of my daughters).

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ *No* X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes X _____ No _____

If so, describe: From time to time I may have to recues myself from a case due to a personal financial interest in the parcel being discussed. On these rare occasions (perhaps 4 in 12 years) it is never an issue. Additionally, on items that there may even be a hint of a conflict, I call the Ethics Commission and ask for their written opinion. This has occurred twice and both times they have said that I did not need to recuse myself from the case, but I just wanted to go above and beyond and ask them.


Applicant's Signature

4-6-15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only		
Date Received: _____	Received by: _____	
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Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

Richland County Council Request of Action

Subject

COUNCIL RULES:

a. Motion: In the event that a Standing Committee of Council (Administration & Finance, Development & Services, Economic Development, Rules & Appointments) should fail to have a quorum of its members present either at the beginning of the meeting or after the meeting has begun, any item or items that are reported on Committee Agenda deemed "time sensitive" by a committee member or County staff will be referred to the Chair of the Committee, the Chair of Council and the County Administrator. A determination will be then made by this group as to whether the "time sensitive" designation is valid. This determination may require consultation with a Department Head, Procurement, Legal, et al. If a determination of time sensitivity is made in the affirmative, the Chair of Council may add the item to the next regularly scheduled Council meeting for review, debate and action **[PEARCE AND MANNING]**

[The below pertains to Rules and Appointments Committee; proposed amended language]

RULE VI: RULE CHANGES

6.1 Suspension/Amendments

None of the foregoing rules shall be rescinded, suspended, or altered without unanimous consent, if without twenty-four (24) hours' notice, or without the concurrence of two-thirds of the members of the whole (e.g., eight out of eleven members) after previous notice of motion to rescind, suspend, or alter has been given at a prior meeting, and such alteration, suspension, or rescission shall be made only by written resolution.

Time Sensitive Items Pending Committee Action

Notwithstanding any other Council rule, any member of Council may move to add an item which could have been reported on by the committee to which the matter was assigned, but for the lack of a quorum of such committee, if 1) the movant represents that the item is "time sensitive," 2) the motion to add the item to the agenda is properly seconded, 3) the Chair of the committee to which the item is assigned confirms that in his or her opinion the item is time sensitive, and 4) the Council Chair confirms that in his or her opinion the item is time sensitive, then such item may be added to the agenda at the meeting at which the motion is made upon the concurrence of a majority of the members of the whole [i.e., six (6) Council members out of the eleven members of the whole Council].

This rule is intended to be used only in cases of legitimate time sensitivity as confirmed by the process set forth herein, and not used to bypass the normal committee or Council agenda setting process.

These rules may be amended from time to time, as needed, at the discretion of the County Council upon approval by two-thirds of the members of the whole (e.g., eight out of eleven members) at a regularly scheduled Council meeting.

Richland County Council Request of Action

Subject

REPORT OF THE DIRT ROAD AD HOC COMMITTEE: [PAGES 185-282]

- a. Dirt Road Paving Team Contract

PROGRAM MANAGEMENT AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

And

DENNIS CORPORATION,

For

THE DIRT ROAD PAVING TEAM

PROGRAM DEVELOPMENT, PROGRAM MANAGEMENT,

AND OTHER SERVICES

Relating to The

RICHLAND COUNTY

**SALES TAX TRANSPORTATION IMPROVEMENT
PROGRAM**

Effective Date: _____

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WHEREAS, Richland County, South Carolina (the "County") passed on November 6, 2012 a Local Option Sales Tax referendum, (the "Penny Sales Tax") for the purpose of improving roads, greenways, sidewalks and related transportation improvements in the County through the Richland County Sales Tax Transportation Improvement Program (the "Program"); and

WHEREAS, the County has determined that the most economical and efficient use of the Penny Sales Tax is to implement a subpart of the Program for a Dirt Road Paving Program ("DRP Program") through a contractor that has the expertise for DRP Program development, oversight, technical assistance, design, implementation, and special expertise; and

WHEREAS the budgeted cost of the DRP Program is Forty-Five Million (\$45,000,000) Dollars; and

WHEREAS, the DRP Program, while part of the overall Program, is being administered separately from the Program to the extent provided for in this Agreement since the overall Program is being administered by a Program Management Team which has contracted with the County by separate agreement; and

WHEREAS, the County envisions that the DRP Program shall within its first two years design, construct, and pave at least one hundred and forty (140) roads in Richland County that had been dirt roads, with approximately 28 total miles of such roads designed, constructed, and/or paved;

WHEREAS, after a competitive process through the issuance of the Request for Qualifications ("RFQ," as later defined herein), Dennis Corporation (the "Contractor") was selected by the County to implement the DRP Program. The County relied on the Contractor's RFQ Response for this selection. The Contractor is the contracting entity through which all the DRP Program services flow;

NOW THEREFORE, this Agreement is executed and made between Richland County, South Carolina, a body politic incorporated under the laws of the State of South Carolina, and Dennis Corporation.

THEREFORE, in consideration of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. Relationship and General Responsibilities of the Parties.

A. General Scope

1. The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, tools, machinery, transportation, and supplies necessary for the completion of the services required under this Agreement (the "Services").
2. The Contractor shall provide the Services as further described herein to plan, develop, design, and manage the DRP Program funded by proceeds from the Penny Sales Tax and described in the DRP-CTIP as further described herein.

3. While the Contractor must be capable of providing all the services as provided in this Agreement for each Project in the DRP Program, from inception through to completion, the Contractor's primary role will be DRP Program Management, DRP Program Organization, Public Involvement and Outreach, Right-of-Way services, and Engineering services which shall include management of the DRP Program, maintenance of schedules of the work and records and reports of progress and such matters as more fully delineated in Exhibit A to the Agreement.

4. The Contractor shall also be required to provide services to coordinate other consultants and contractors retained by the County for the DRP Program.

5. The Contractor's specific scope of Services is provided herein below.

B. Definitions. For terms as used in this Agreement and any attachment or exhibit hereto (except where terms may be specifically defined elsewhere in this Agreement):

1. "Additional Services" shall mean services provided by the Contractor which are not specifically contained in the Agreement and for which either the Contractor shall be equitably compensated or for which the Contractor shall be compensated per a Change Directive.

2. "Agreement" means this DRP Program Management Agreement Between Richland County, South Carolina and Dennis Corporation for DRP Program Development, DRP Program Management, and Other Services Relating to the Richland County Sales Tax Transportation Improvement Program.

3. "CAP" means Corrective Action Plan.

4. "Change Order" shall mean a signed agreement by the County and the Contractor in accordance with Section X affecting the Scope of the Services.

5. "Claim" shall have the meaning as stated in Section XI.

6. "Commercially Useful Function" – an SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project

through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.

7. “Change Directive” shall mean a directive by the County to the Contractor to perform a certain scope of work outside of the Services and compensated as provided in Section X.

8. “Contingency” means an allowance established within the Agreement to provide compensation for services for unforeseen scope or events that may arise.

9. “Contract” means all types of County agreements, regardless of what they may be called, entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction, or services of any kind relating to the Agreement.

10. “Contractor” means Dennis Corporation.

11. “Contract Documents” shall mean this Agreement and the Exhibits listed in Section XVI of this Agreement.

12. “Contract Price” shall mean the total of all monies paid to the Contractor for the performance of Services and Work under this Agreement.

13. “Contract Management Officer” “Contracting Officer” or “CMO” shall be the person appointed by the County Director of Procurement with the approval of the Richland County Administrator or another person designated in writing by the County Administrator to administer and manage the Agreement.

14. “Construction Contracts,” shall mean agreements between the County and construction contractors, vendors and utility companies for construction work on DRP Projects.

15. “Construction Plans” or “Final Approved Plans” shall mean final designs approved by the County which shall be issued for construction of a DRP Project.

16. “County” means Richland County, South Carolina.

17. “County Council” means the County Council of Richland County, South Carolina.

18. “CTIP” means the Comprehensive County Transportation Improvement Program.

19. “Day” means calendar day.

20. “DBE” means disadvantaged business enterprise as defined in 49 C.F.R. § 26.5.

21. “DRP-CTIP” means that portion of the CTIP allocated for the DRP Program.
22. “DRP Design Project Fee” means the lump sum compensation paid to the Contractor for each DRP Project for which the Contractor provides design services under Task IV of Exhibit A.
23. “DRP Program” shall mean that portion of the Richland County Sales Tax Transportation Improvement Program that exclusively falls within the Services under this Agreement.
24. “DRP Program Management Fee” shall mean the amount of compensation paid to the Contractor for implementation of the DRP Program Management and Organization Services.
25. “DRP Program Management Services” shall mean the management of the DRP Program that is part of the Program.
26. “DRP Program Organizational Services” shall mean the organization of the DRP Program.
27. “DRP Program Cost” means the sum total of all DRP Project Costs plus the cost to administrate the DRP-CTIP. The current DRP Program Cost is approximately \$45,000,000. The approved budgets may be increased through grants or state or federal monies.
28. “DRP Project” shall mean those Projects contained in the County’s Transportation Improvement Program that are for the design and paving of dirt roads and more specifically identified in Exhibit D.
29. “DRP Project Cost” means all budgeted costs directly attributable to the planning, design, administration, right of way acquisition, construction engineering and inspection, close-out and other DRP Project related cost of a single DRP Project.
30. “Effective Date” of this Agreement means _____.
31. “Engineering Design Services” shall mean planning design and specifications for the Projects in the DRP Program.
32. “Estimated DRP Program Cost” means for purposes of the SLBE Progress Evaluation, the Contractor’s anticipated DRP Program Cost for the next twelve months, which will include the amount of Contractor’s Fee for its Services under Task I of Exhibit A and Contractor’s best good faith estimate of other compensation it anticipates it will be paid as provided for in the other Tasks in Exhibit A to this Agreement.

33. "Fee" shall mean the compensation paid to the Contractor for the performance of DRP Program Management and Organizational Services and under Section VIII. A. of the Agreement but does not include reimbursable cost or compensation for Tasks II-V as provided in Exhibit A.
34. "Latest Approved CTIP" means the most recently County Council approved CTIP through the term of this Agreement.
35. "Limited Notice to Proceed" means the notice to commence Services dated December 23, 2014 and referenced but not necessarily attached in part or in whole to this Agreement as Exhibit G.
36. "Notice to Proceed" shall mean authorization from the County to commence Services under this Agreement.
37. "Ordinance" shall mean Chapter 2-639 of the Richland County Code of Ordinances, the County's Small Local Business Enterprises Ordinance.
38. "Party" shall mean either the County or the Contractor. "Parties" shall mean the County and the Contractor.
39. "Person" means a corporation, partnership, limited liability company or other business association of any kind, trust, joint-stock company or individual.
40. "Procurement Department" means the Richland County Procurement Department.
41. "Prompt Payment" has the same meaning as it has in Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing.
42. "Program" shall mean the Richland County Sales Tax Transportation Improvement Program.
43. "Records" or "records" means books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
44. "Reimbursable Expenses" are those costs and/or expenses listed in Exhibit F and shall be paid at actual cost by the County with no mark-up to the Contractor and shall be supported by receipts. Travel expenses may at time specifically be omitted from Reimbursable Expenses herein when travel expenses are understood to be included in a lump sum amount.
45. "RFQ" means the Richland County Request for Qualifications identified as "RC-Q-2014--DRP" and incorporated into this Agreement by reference thereto even though not physically attached to this Agreement. .

46. "RFQ Response" means the July 21, 2014 Response to the RFQ submitted by the Contractor. The RFQ Response is referenced at Exhibit C and incorporated into this Agreement by reference thereto even though not physically attached to this Agreement.
47. "Road" means a dirt road identified in Exhibit D.
48. "SCDOT" means the South Carolina Department of Transportation.
49. "Scope of Work" or "Scope of Services" shall mean entirety of Services to be performed under this Agreement.
50. "Services" means the services required of the Contractor under this Agreement.
51. "SLBE" means a Small Local Business Enterprise as that term is used in the County's Small Local Business Enterprises Ordinance, Chapter 2-639 of the Richland County Code of Ordinances.
52. "SLBE Application" means the certification application Form R developed and overseen by the County pursuant to the Ordinance.
53. "SLBE Progress Evaluation" means an evaluation by the County of Contractor's actual utilization of SLBE Subcontractors as compared to the most recent Estimated DRP Program Cost.
54. "SLBE Representations" means collectively the levels of SLBE participation presented in the Contractor's RFQ Response the Services to occur by the end of the initial two (2) year term of this Agreement and then on a yearly basis for each year that this Agreement may be extended or renewed.
55. "SLBE Subcontractor" means any person, other than the Contractor, who (a) offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or Services of any kind who enters into a Subcontract in connection with this Agreement and includes any person who offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or services of any kind to a higher tier Subcontractor; and (b) is certified by the County as an SLBE entity.
56. "SLBE Subcontractor Contracts" means collectively the executed subcontracts, service agreements, or utilization commitment forms submitted by Contractor to the County's SLBE program.
57. "Subcontract" means a contract or contractual action entered into by the Contractor or a Subcontractor for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind under a Contract.

58. “Subcontractor” means any person, other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or Services of any kind who enters into a Subcontract in connection with this Agreement and includes any person who offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or services of any kind to a higher tier Subcontractor.

59. “Subconsultant” means a Subcontractor.

60. “Work” shall mean the “Services.”

C. Contractor's Relationship with County.

1. The Parties' intent is for Contractor to assist County, and to carry out certain duties, planning, design, and construction administration of Projects that have been approved by County as part of the DRP Program. As part of the Services for the County, Contractor is the County's trusted advisor as to the development of the DRP Program, program management, and the Services.

2. The Contractor shall perform the Services in a competent and timely manner, and with respect to each type of work performed by Contractor as part of the Services, the Contractor shall use that degree of reasonable care and skill ordinarily exercised by other similar firms performing services and obligations of a similar nature, and in accord with all applicable laws, rules, and regulations.

3. The Contractor in its performance of the Services is an independent contractor and shall not be deemed an employee of the County for any purpose whatsoever. The Contractor shall not hold itself or any of its Subcontractors out as an employee of the County and shall have no power or authority to bind or obligate the County. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Agreement by it or its employees, agents, and servants and shall be responsible for the Contractor's Subcontractors doing the same. The Contractor shall be liable for and pay all taxes required by local, State, or Federal governments, including but not limited to Social Security, workers' compensation, Employment Security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Agreement.

II. Contractor's DRP Program Management and Organizational Duties: Task I

A. The DRP Program: Task I.

1. The Contractor will provide DRP Program Management and Organization Services which include DRP Program development, oversight, technical assistance, and special expertise for the County in completing each of the DRP Projects included in Exhibit D. The total approved DRP Program Cost is approximately \$45,000,000 for those roads outlined in Exhibit D, (plus any

updates to the CTIP which are not attached but which are incorporated herein by reference thereto as they are approved) which is a list of Projects and budgets included in the DRP Program.

a) Exhibit D contains a list of Roads in each District in Richland County.

b) Each list of Roads in Exhibit D for each District is divided into four general categories:

(1) Roads Funded Through Years 1 and 2;

(2) Roads Funded Through Years 3 and 4;

(3) Unfunded (Roads);

(4) (Roads) Under Construction (pursuant to Exhibit G); and

(5) Roads that will not be paved because of property owner issues or County decision.

c) Roads listed in Exhibit D in categories II.1.b.(1) and (4) above are anticipated to be substantially completed within the first two years after the Effective Date of this Agreement.

d) Roads listed in Exhibit D in category II.1.b.(2) above are anticipated to be substantially completed in the third and fourth year after the Effective Date of this Agreement. However, nothing in Exhibit D or in this Section shall be construed to extend the term of this Agreement beyond two years from its Effective Date, and the ability of the Contractor to complete those roads in category II.1.b.(2) or (3) shall be contingent on the County extending this Agreement into years three and four after the Effective Date .

e) Road listed in Exhibit D in category II.1.b.(3) above are not part of the DRP Program Cost as of the Effective Date of this Agreement, but may be added by the County to the DRP Program to be performed by the Contractor under the same terms, conditions, and compensation applicable in this Agreement to those road listed in Exhibit D, categories II.1.b.(1) and (2).

2. The major components of DRP Program Management and Organizational Services to be provided are stated in Task I of Exhibit A to this Agreement.

B. The Scope of Work for the portion of the Services that comprise the DRP Program Management and Organization Services is stated in Task I of Exhibit A.

C. Compensation for DRP Program Management and Organization Services is separate from compensation for other Services under this Agreement as outlined at Section VIII.

III. Contractor's Public Involvement/Outreach Services: Task II.

A. Contractor's Specific Responsibilities.

1. Contractor's specific responsibilities for Public Involvement and Outreach Services is as delineated by Task II at Exhibit A.

2. The County may remove any Public Involvement and Outreach Services from the Contractor's Services at its sole discretion.

3. Compensation to Contractor for any additional Public Involvement and Outreach Services to which the parties mutually agree to add to those listed at Exhibit A shall be determined as provided in Section VIII.

B. The Scope of Work for the portion of the Services that comprise the Public Involvement and Outreach Services is stated in Task II of Exhibit A.

C. Compensation for DRP Program Public Involvement and Outreach Services is separate from compensation for other Services under this Agreement as outlined at Section VIII.

IV. Contractor's Right-of-Way Services: Task III.

A. Contractor's Specific Responsibilities.

1. Contractor's specific responsibilities for Right-of-Way Services is as delineated by Task III at Exhibit A.

2. The County may remove any Right-of-Way Services from the Contractor's Services at its sole discretion.

3. Compensation to Contractor for any additional Right-of-Way Services to which the parties mutually agree to add to those listed at Exhibit A shall be determined as provided in Section VIII.

B. The Scope of Work for the portion of the Services that comprise the Right-of-Way Services is stated in Task III of Exhibit A.

C. Compensation for Right-of-Way Services is separate from compensation for other Services under this Agreement as outlined at Section VIII.

V. Contractor's Engineering Services: Task IV.

A. Contractor's Specific Responsibilities.

1. Contractor's specific responsibilities for Engineering Services is as delineated by Task IV at Exhibit A.
2. The County may remove any Engineering Services from the Contractor's Services at its sole discretion.
3. Compensation to Contractor for any additional Engineering Services to which the parties mutually agree to add to those listed at Exhibit A shall be determined as provided in Section VIII.

B. The Scope of Work for the portion of the Services that comprise the Engineering Services is stated in Task IV of Exhibit A.

C. Compensation for Engineering Services is separate from compensation for other Services under this Agreement as outlined at Section VIII.

VI. Contractor's Contingency: Task V and Out of Scope "Additional" Services.

A. At the request of County, Contractor shall provide other engineering, construction management, and procurement services related to this DRP Program that are not within the scope of the Services provided for in this Agreement ("Additional Services").

B. Scope, costs and fees for Additional Services shall be determined prior to the Contractor starting such Additional Services by either: (1) mutually agreed to in writing as an Addendum or Change Order to this Agreement; (2) or by Change Directive by the County using the formula in Section VIII.

VII. Inspection and Acceptance.

A. All Services shall be subject to review by the County at all reasonable times and places prior to acceptance.

B. Any such review is for the sole benefit of the County and shall not relieve the Contractor of the responsibility of providing quality Services to comply with the Agreement requirements.

C. No review by the County shall be construed as constituting or implying acceptance. Such review shall not relieve the Contractor of the responsibility to correctly perform the Services, nor shall it in any way affect the continuing rights (including warranty rights) of the County after acceptance of the completed Services.

D. The Contractor shall, without charge, correct or re-perform any Services found by the County not to conform to this Agreement's requirements, unless the County consents in writing to accept such Services with an appropriate adjustment in the Contract Price.

E. If the Contractor fails to correct or re-perform any Services not found to conform to the contract requirements within a reasonable period of time after written notice to the Contractor, the County shall have the right to self-perform those Services and charge back the cost to correct or re-perform those Services to the Contractor.

F. Final acceptance of all Services does not occur until final payment is made by the County to Contractor for all Services performed under this Agreement.

VIII. Compensation.

A. Compensation for Contractor's DRP Program Services (Task I, Exhibit A).

1. The County agrees to pay the Contractor for the performance of the Services described in Task I of Exhibit A to this Agreement, including all items necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein and on the following basis:

Compensation for Task I. A. of the Services as provided in Exhibit A shall solely be Three Hundred Ninety Seven Thousand Five Hundred Sixty dollars (\$397,560.00) and no/cents for each of the first two years of this Agreement, to be invoiced by Contractor to the County in twenty-four equal monthly installments of \$ 33,130.00 each plus Reimbursable Expenses (except travel) as provided in Exhibit F.

2. Compensation for Task I. B. of the Services as provided in Exhibit A shall solely be Twenty Two Thousand Two Hundred Fifty dollars (\$22,250.00) and no/cents plus Reimbursable Expenses (except travel) as provided in Exhibit F to be invoiced by Contractor to the County once Task I. B. is completed.

3. Compensation for Task I of the Services shall be negotiated by the Contractor and the County for every year after the second year of this Agreement through its fifth year unless this Agreement is terminated prior to that time.

4. Compensation for Task I was based on 2015 wage rates. The Contractor shall be eligible on the following dates for cost of wage increases to be added to the compensation from the base rate established at the date of this Agreement. (The base rate is the salary of the respective position as of the date of this Agreement.) The dates on which the Contractor shall be eligible for the increase are January 1, 2016 and each subsequent January 1st during the term of this Agreement. Wage rate increases shall be calculated for each position based on the US Bureau of Labor Statistics, NAICS as most applicable to each position, plus two (2%) of the base salary for each such position. Wage rate increases shall be limited to those DRP Program positions assigned full-time to the DRP Program (as mutually agreed to between the County and the Contractor) and physically located in the DRP office.

5. Invoicing for Contractor's DRP Program Services shall be in accordance with Section VIII, G. below.

B. Compensation for Public Involvement/Outreach Services (Task II, Exhibit A).

1. The County agrees to pay the Contractor for Customer Service for the DRP Program as described in Task II. A. of Exhibit A Two Thousand, Fifteen (\$2,015.00) Dollars and no/cents per month during the initial term of this Agreement, plus Reimbursable Expenses (except travel) as provided in Exhibit F.

2. The County agrees to pay the Contractor for Public Outreach Meetings for certain DRP Projects as described in Task II. B. of Exhibit A Five Thousand, Five Hundred and Eight (\$5,508.00) Dollars and no/cents, plus Reimbursable Expenses (except travel) as provided in Exhibit F, to be invoiced by Contractor on the first invoice after each respective meeting is held.

3. The County agrees to pay the Contractor for Informed Consent/Denial services for the DRP Program as described in Task II. C. of Exhibit A by the following method: lump sum payment of Three Hundred, Twelve (\$312.50 Dollars and 50/cents per parcel identified as contiguous to the particular DRP Project and upon posting the Certified Letter package to be delivered.

4. Public Involvement/Outreach Services shall be paid on a DRP Project basis and shall be invoiced by Contractor to the County in the invoice following the month in which the Public Involvement/Outreach Services for a DRP Project is completed.

5. Exhibit A contemplates Public Involvement/Outreach Services for Roads during the term of this Agreement.

6. Notwithstanding anything to the contrary in Exhibit A, no Public Involvement/Outreach Services may be provided by the Contractor without the approval of the County.

C. Compensation for Right-of-Way Acquisition for Individual DRP Projects. (Task III, Exhibit A).

1. The County agrees to pay the Contractor for Right-of-Way Acquisition Services for certain DRP Projects as described in Task III of Exhibit A. Notwithstanding anything to the contrary in Exhibit A, no acquisition Services may be provided by the Contractor without the approval of the County.

2. Right of Way Acquisition Services shall be paid on a per parcel (a "parcel" is an individual tract of land with its own TMS#) basis as and shall be invoiced by Contractor to the County in the invoice following the month in which the right-of-way easement for each parcel is filed with the Richland County Register of Deed's office.

3. The Contractor shall be paid for Right of Way Acquisition Services per parcel on the basis as stated in Exhibit J.

4. The County shall be responsible only for the actual costs of condemnation and purchase price of rights-of-way including purchased easements, if any.

5. Payment shall be made to the Contractor a per tract basis in accordance with the Rate Table attached in Exhibit J. These rates are all inclusive and no other payment shall be made.

D. Compensation for Engineering Services (Task IV, Exhibit A).

1. The County agrees to pay the Contractor for the performance of the Engineering Services described in Task IV of Exhibit A to this Agreement, including all items necessary to accomplish and complete the Engineering Services, in accordance with all terms and conditions as stated herein and on the following basis:

2. For each DRP Project for which Engineering Services are requested by the County (or group of DRP Projects collectively if the County in its sole discretion determines it would be more efficient), the Contractor, if assigned by the Contract Management Officer, shall be compensated as follows.

a) For each DRP Project, the Contractor shall be paid a lump sum of Seventeen Thousand Six Hundred Fifty dollars (\$17,650.00) and no/cents (the "DRP Design Project Fee"), plus Reimbursable Expenses (except travel) as provided in Exhibit F, payable once the following milestones are reached based on the following percentages of the DRP Design Project Fee:

- | | |
|--|-----|
| (1) Field Survey Complete, Checked and Processed into Design File: | 10% |
| (2) Preliminary Design (once approved by County): | 20% |
| (3) Right of Way Plans (once approved by County): | 35% |
| (4) Final Plans (after final approval by County): | 30% |
| (5) Final Approved PS&E package | 5% |

b) Contractor shall in its monthly invoices track all DRP Design Compensation Milestones completed with its application for payment for such milestones on each DRP Project for which Contractor is providing Engineering Services. The invoices shall at a minimum detail the DRP Project, the milestone completed, the amount previously paid for the

milestones completed, and the amount of compensation sought by the Contractor in that invoice for the newly completed milestones.

c) As stated in Exhibit A, Task IV, the DRP Design Fee includes Engineering Services after Contractor's completion of the Final Approved Plans for a DRP Project that may occur during the construction.

d) Compensation for Task IV. B. (Construction Services) shall be paid in accordance with percentages specified in Exhibit A. Each lump sum per DRP Project for which these percentages apply shall have a to-be-agreed-upon amount by the County and the Contractor prior to the undertaking of such Construction Services for such DRP Project by Contractor. However, if the Parties do not agree the amount of compensation, then such Services shall be considered Additional Services and the Contractor, if requested by the County, shall perform the Services for such DRP Project using the rates for Additional Services and Reimbursable Expenses.

E. Compensation for Contingency (Task V, Exhibit A) and/or Additional Services.

1. The County has a Contingency of Three Hundred, Eighty Nine Thousand, Fifty-Six (\$389,056.00) Dollars and 00/cents for matters that may arise within the scope of the DRP Program but which are not directly specified in this Agreement or any Exhibit thereto.

2. The County also may order Additional Services from the Contractor that are not directly specified within the scope of this Agreement or any Exhibit thereto.

3. The County is not required to use the Contingency, and the County is not required to designate any Services to be provided under the Contingency as Additional Services.

4. The County must approve the use of any Contingency or the use of any Additional Services in writing before the County shall be liable for the cost of any Additional Services.

5. Any Changes in scope of the Services of this Agreement shall be charged as Additional Services plus Reimbursable Expenses as provided in Exhibit F unless the Parties otherwise agree in writing.

6. The County agrees to pay the Contractor for the performance of the Additional Services pursuant to this Agreement, including all items necessary to accomplish and complete the Additional Services, in accordance with all terms and conditions as stated herein and if not agreed to otherwise by the County and the Contractor, shall be determined on the following basis:

a) For personnel, the rates as provided in Exhibit E.

(1) Wage Escalation: Wage rates in the Personnel Rate Schedule are subject to increase on the following dates; January 1, 2017 and January 1, 2018.

(2) The wage increases shall be calculated from the base rate established at the date of this Agreement in Exhibit E with annual escalation limited to increases in the personnel rates utilizing the most applicable employment position category for as provided in the NAICS of the US Bureau of Labor Statistics.

(3) For the Contractor shall not be entitled to recover overtime.

b) Reimbursable Expenses as provided in Exhibit F. All Reimbursable Expenses are paid at actual cost and are not to be considered to be part of any overhead or profit calculation in this Agreement.

c) Actual costs of materials, including sales tax and cost of delivery; cost of direct labor as provided by the personnel rates on Exhibit E; rental value of equipment and machinery; plus a markup for additional general conditions cost, overhead, and profit at not more than 15% of the actual costs incurred by the Additional Services (but excluding the costs of personnel as stated in Exhibit E).

7. All Additional Services shall be documented by Contractor in a form with sufficient information suitable to the County. The Contractor should be prepared to provide evidence of all charges for Additional Services commensurate with the standard American Institute of Architects Cost-Plus Contract forms.

8. Invoices for Rate Schedule Work shall be prepared and submitted as follows: Invoices for labor shall indicate the employee's name, classification, and straight time and approved overtime hours. Labor categories and rates must correspond to those set forth in the "Personnel Rate Schedule" applicable at the time when Work was performed and attached herein as Exhibit E.

9. Items where compensation is established as an "hourly" "not-to-exceed" amount" will be paid at the billed or "not-to-exceed" amount, whichever is less. If fees and costs do not reach the limit of the "not-to-exceed" amount, the Contractor will not be entitled to receive the remainder of the "not-to-exceed" amount except as otherwise stated herein.

10. The Contractor shall be limited to the lesser of compensation as an Additional Service or compensation as a Claim as defined in this Agreement in the event of a dispute between the Contractor and the County as to the amount of compensation due for any Services performed by the Contractor under this Agreement, and as to the amount of compensation due to Contractor for any Work, Services, or equipment provided by the Contractor that conferred a benefit to the County in some way outside of any provision of this Agreement.

F. Liquidated Damages.

1. Should any action by the Contractor result in the imposition of liquidated damages upon the County, or should any action by the Contractor result in the loss of liquidated damages that otherwise would have been owed to the County, the Contractor shall reimburse the County for the amount of liquidated damages.

G. Payments.

1. Invoicing.

a) The Contractor shall submit its monthly invoices such that they are received by the County no later than 5:00 PM on the last business day of each month. Assuming the County accepts an invoice and the invoice does not require correction, the invoice shall be paid no later than 30 calendar Days after its approval by the County.

b) An invoice improperly not paid by the County shall earn interest at the rate of 1% per annum from the due date of the invoice.

c) The Contractor shall submit invoices in original form complete with all supporting documentation, as necessary, summarized in an agreed format.

d) The Contractor's invoices shall be clearly marked with Project numbers and that portion of compensation attributable to a project so delineated.

e) The Contractor's invoices shall indicate the time period during which the Services were performed for which the invoice is submitted.

f) The Contractor shall sign each invoice summary certifying that all Services covered by the invoice are complete and that the invoice is correct and authentic.

g) The Contractor shall prepare all invoices in a form satisfactory to and approved by the County.

h) At the County's request, the Contractor shall furnish evidence that all labor and materials furnished and equipment used during the period covered by any invoice have been paid for in full and that the Services are not subject to liens or claims on account thereof.

2. The County may decline to approve the Contractor's invoices, in whole or in part, to the extent necessary to protect the County from loss because of:

a) defective Services not remedied,

- b) third party claims filed or reasonable evidence indicating probable filing of such claims (including claims of lien),
- c) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment,
- d) reasonable evidence that Task I of the Services cannot be completed for the unpaid balance of the Contract Price for Task I,
- e) damage to the County, or another contractor performing work for the County,
- f) failure to carry out the Services in accordance with the Contract Documents,
- g) the withdrawal or suspension, or threatened withdrawal or suspension of governmental permits or approvals due to the negligent actions or default of the Contractor,
- h) failure to comply with the Contract Documents, or
- i) any breach by Contractor of the terms and conditions of the Agreement.

3. Payment Deductions and Withholding.

- a) When any payment is withheld pursuant to this Section, the grounds for such withholding shall be provided to the Contractor. When the grounds for nonpayment are removed, payment shall be made for amounts withheld because of them, within 30 Days after the last ground for nonpayment is removed, provided all other conditions precedent to payment have been satisfied.
- b) The County shall not be deemed to be in breach of this Agreement by reason of the withholding of any payment pursuant to any provision of the Contract Documents.

IX. Schedules and Time.

A. Schedules.

- 1. The Contractor shall create a program management baseline progress schedule (“Master Schedule”) for the DRP Program, which shall generally identify key DRP Program milestones.
- 2. As provided in Exhibit A, the Contractor shall also be responsible for monitoring and advising the County with regard to the schedules for individual

DRP Projects that are part of the DRP Program. The County and the Contractor shall agree on which Projects require a formal schedule.

B. Claims for Additional Time and Related Compensation by Contractor.

1. There shall be no additional Claims for extensions of time and related compensation by the Contractor for DRP Program Management and Operational Services and all Services described in Task I of Exhibit A.

2. The Contractor may make Claims for extensions of time and compensation on individual DRP Projects where the Contractor is providing Services described in Tasks IV of Exhibit A only under the following circumstances: if the progress of the Contractor's Services in the critical path of the construction schedule for any Project is delayed at any time in the commencement or progress of the Services on that Project by any event constituting an act or neglect of the County; or by other causes that the County and Contractor agree in writing may justify delay ("Excused Delay"), then the Contractor shall be entitled to additional compensation for its actual costs incurred on such Project as provided in this Agreement because of the Excused Delay, provided that the Contractor provided written notice of such Excused Delay and the circumstances surrounding it within seven (7) Days after Contractor knows or should know that any event or condition will adversely impact its Services for that Project in the critical path, as a condition precedent for any such event being an Excused Delay. The Contractor shall follow the procedures in this Agreement for making a Claim.

3. Force Majeure. It is further understood that the Contractor shall not be entitled to any damages or compensation from the County or be reimbursed for any losses on account of any delays resulting from any of the foregoing reasons or, without limitation, any reason for delay not under the direct or indirect control of the County, unless agreed to in writing by the County. If the Contractor is delayed at any time in the progress of the Work by causes beyond the control and without the fault or negligence of the Contractor, the Contractor will bear its own additional costs and seek no additional compensation from the County for the Services on that Project. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the governmental entities other than the County, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather (a "Force Majeure Event").

4. If Contractor fails to comply with this Section, Contractor shall be deemed to have waived any Claim arising out of or resulting from any such delay, without relieving Contractor of its obligations hereunder.

5. In the event of any Force Majeure Event, the Contractor and the County shall coordinate and cooperate to exchange any information and/or documentation related to any such Force Majeure Event in a manner that minimizes any adverse effect on the Services.

X. Changes.

A. Change Orders. A Change Order is a written order to the Contractor signed by the County, issued after execution of the Contract, authorizing a change in the Services or an adjustment to the compensation or schedule for any Task in Exhibit A. The Contract Price and the schedule for a Project may be changed only by an executed Change Order. A Change Order signed by the Contractor indicates its agreement herewith, including that the adjustment in the compensation or the schedule contained in the Change Order is sufficient to compensate the Contractor for all Claims that Contractor may have outstanding at the time the Change Order is signed by the Contractor.

B. Use of Change Order. The County, without invalidating the Agreement, may order changes in the Services within the general scope of the Agreement consisting of additions, deletions or other revisions, including the addition or deletion of Tasks at Exhibit A or parts thereof. All such changes in the Services shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

C. Change Directive. However, if the County and the Contractor cannot agree on the Change Order, the County shall issue a Change Directive directing the Contractor to either not perform Services or to perform Additional Services. The Contractor shall be compensated for such Additional Services as provided in the Contract Documents.

D. Cost of Change. The cost or credit to the County resulting from a change in the Services shall be determined in one or more of the following ways:

1. By mutual acceptance of a negotiated lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. By cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee (as provided in the Contract Documents, if applicable); or
3. By the method provided in this Section.

E. Disputed Change. If none of the methods set forth in Section D. 1 or 2 above are agreed upon for Additional Services, the Contractor, provided it receives a written order signed by the County as a Change Directive, shall promptly proceed with the Additional Services involved. The cost of such Additional Services shall then be determined on the basis of the actual expenditures and/or savings of those performing the Services attributable to the change. In such case, the Contractor shall isolate in its job accounting system and present, in such form as the County may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order or Change Directive. Unless otherwise provided in the Contract Documents, cost for such Additional Services shall be limited to the following: actual cost of materials, including sales tax and cost of delivery; cost of direct labor as provided by the personnel rates in Exhibit E; rental value of equipment and machinery; plus a markup for additional general conditions cost, overhead, and profit at not more than 15% of the actual costs incurred by

the Additional Services (but excluding the costs of personnel as stated in Exhibit E). All indirect costs, whether incurred on or off site, shall be included in the Contractor's overhead. Pending final determination of cost to the County, Contractor must continue performance of the Services, and payments on account shall be made on the Contractor's Certificate for Payment. The adjustment to the Contract Price for any extra, deletion or change, whether it results in a net increase or decrease in the Contract Price, will be the amount of the actual net cost plus the 15% markup on such net cost for general conditions, overhead, and profit. The allowance for overhead and profit shall be figured on the basis of the net cost, whether deductive or additive with respect to that change, excluding the personnel rates at Exhibit E. The cost of a change shall include all costs directly related to the change, and the Contractor shall itemize these costs and provide appropriate supporting data as may be necessary to establish correctness.

F. Cap on Overhead; Profit. The percentages in a Change Directive allowed for general conditions, overhead, and profit in addition to the actual cost of changes to the Services shall be limited to the 15% of the actual costs of the Contractor, excluding any personnel costs as provided for in Exhibit E.

G. No Course of Dealing. No agreement by County to a particular Change Order submitted by Contractor shall be construed to establish a course of dealing between County and Contractor regarding labor or equipment rates, or any other costs. The failure of County to insist that Contractor satisfy any requirements for Change Order requests, including but not limited to the written notice requirements, shall in no way constitute a waiver of the County to insist that Contractor later satisfy such requirements or satisfy such requirements for subsequent Change Order requests.

XI. Claims.

A. Claim. A "Claim" is a demand or assertion by either Party seeking, as a matter of right, adjustment or interpretation of the Contract Documents, Agreement terms, the payment of money, time or other relief or resolution of issues with respect to the Contract or Contract Documents. The term "Claim" also includes any other disputes or matters in question between County and Contractor arising out of or relating to the Agreement, the DRP Program, or a DRP Project, including any Claim a Party may make related in any way to any act or omission of a third party. Claims by either Party must be initiated by written notice or they are waived. The responsibility to substantiate Claims shall rest with the Party making the Claim.

B. Notice of Claim. Each Party acknowledges the prejudice to the other as a result of any attempted assertion by a Party of Claims except as specifically permitted herein in the precise manner and strictly within the time limits established herein. Claims by a Party must be initiated in writing (the "Initial Notice") within seven (7) Days after the occurrence of the event giving rise to such Claim or the claim is waived. Claims must be initiated by written notice as provided in this Section to the other Party detailing the anticipated type and amount of impact in time and/or money of the event or condition.

Within seven (7) Days after the conclusion of the event giving rise to such Claim, the Party making the Claim shall give the other party a "Final Notice" of the alleged impact on the Party in time and money. No additional Claim by a Party for the same subject matter may be made after the Final Notice for the Claim has been submitted or after the time for submission of the Final Notice has expired. The notice requirement in this Section shall be an express condition precedent to a Party's right to recover under any Claim.

1. Claims by a Party must be made in writing. The Final Notice of any Claim must contain at least all of the following:

- (a) a narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and architectural or engineering basis of the Claim;
- (b) if the Claim alleges delay to the critical path, the Claim must include the precise number of Days of delay claimed and all alleged impacts on the Services;
- (c) if the Claim alleges acceleration or constructive acceleration of the Services, the Claim must demonstrate the benefits that have been achieved by the acceleration. No Claims for acceleration for Services that is not on the critical path shall be permitted. Claims for additional compensation or time for alleged acceleration shall be limited as provided in the Contract Documents; and
- (d) if the Claim is for additional compensation, the Claim must include a detailed calculation of the precise amount claimed with all supporting documentation.

2. Within seven (7) Days after the Initial Notice, or after the conclusion of the event giving rise to the Claim, whichever is later, the Party making the Claim shall provide the Final Notice to the other Party. Failure to provide the Final Notice within seven (7) Days after the Initial Notice or after the conclusion of the event giving rise to the Claim shall constitute a waiver of the Claim against any Party. Any waiver by a Party of the notice requirements for the Initial Notice or the Final Notice for a Claim, event, or occurrence shall not constitute a waiver of these notice requirements for any other Claim, event, or occurrence. All information required in the Final Notice must be submitted within the time limits established herein.

C. Continued Work. Pending final resolution of a Claim, except as otherwise agreed in writing or in the Contract Documents, Contractor shall proceed diligently with performance of the Services and County shall continue to make undisputed payments in accordance with the Contract Documents. The making of any payment by County shall not constitute a waiver of any Claims by County or an acknowledgement by County that Contractor is entitled to additional time or money. The failure of Contractor to continue

to proceed with the Services during the pendency of the Claim shall be a material breach of this Agreement.

XII. Term and Termination.

A. Term. This Agreement is for a term of two (2) years beginning on the Effective Date, which may be extended or renewed by the County in its sole discretion for up to two (2) successive one (1) year terms. The County shall provide notice of any such yearly renewal or extension in writing to the Contractor.

B. Termination for Cause.

1. The County may cancel the Agreement in whole or in part for cause in the case of the Contractor's material breach of this Agreement, default of its obligations under this Agreement (excluding a violation of Section XIV), negligence or other basis for termination for cause as may be stated in the Agreement.

a) In such instances, the County will provide the Contractor with notice of the basis for the termination in advance, if advance notice does not materially affect the interests of the County, and provide the Contractor an opportunity to cure the basis for the termination. In instances where an opportunity to cure is provided, the length of the notice to cure shall be twenty one (21) Days.

b) The County in its sole discretion may also provide suggestions for remedying the cause. Such suggestions do not waive the Contractor's breach or default.

2. If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the United States Bankruptcy Code or any similar or applicable federal or state laws; or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) Days from the date of said filing; or if the Contractor admits in writing its inability to pay its debts generally as they become due; or if it takes a general assignment for the benefit of his creditors; or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Services; or if it repeatedly fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Services or to supply enough properly skilled workmen or proper material for the Services; or if it submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if it fails without justification to make Prompt Payment to Subcontractors or for material or labor or otherwise breaches its obligations under any Subcontract with a Subcontractor; or if a mechanic's or materialman's lien or notice of lien is filed against any part of the Services or the site of the Project and not promptly

bonded or insured over by the Contractor in a manner satisfactory to the County; or if the Contractor repeatedly disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental or private jurisdiction of the Services or the site of the Project; or if it otherwise is guilty of a material breach of any provision of the Contract Documents that is not cured in the time as provided in this Agreement; then the County, without prejudice to any right or remedy available to the County under the Contract Documents or at law or in equity, may terminate this Agreement with cause. If requested by the County, the Contractor shall remove any part or all of non-DRP Program owned equipment, machinery and supplies for the site of any Project within seven (7) Days from the date of such request, and in the event of the Contractor's failure to do so, the County shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense.

3. The rights and remedies of the County in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination Without Cause (for Convenience).

1. The County at its sole option and discretion shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving sixty (60) Days written notice to the Contractor.

a) Upon receipt of a termination for convenience notice, Contractor shall immediately discontinue Services on the date and to the extent specified in said notice; unless Contractor and the County agree to proceed with a Transition Plan, to be presented by Contractor to the County.

b) There will be no additional costs to the County from the Contractor or any other party upon the County's termination for convenience, other than for Services already performed satisfactorily before the date of termination of this Agreement and accepted by the County.

2. The Agreement also shall be subject to cancellation without damages or further obligations of the County to the Contractor if funds are not appropriated or otherwise made available to support continuation of performance of the Agreement in a subsequent fiscal period or appropriated year.

D. Effect of Termination.

1. If this Agreement is terminated or terminates for any reason, and the County desires the Contractor to provide transitional services for replacement Contractor, those services will be provided by the Contractor on a monthly basis at the prior month's invoiced compensation rate for Task I of Exhibit A. The Contractor shall be compensated for any Tasks at Exhibit A for which it completes Services in the manner provided for in this Agreement, unless the County directs that a replacement contractor shall complete such Services, in which case the

Contractor shall be paid for that proportion of Services it provided based on the rates and compensation amounts stated in Exhibit A.

2. If this Agreement is terminated or terminates for any reason, re-producible copies of all finished or unfinished work related to any Services, including without limitation, documents, data, analysis, calculations, studies, maps, photographs, reports, produced or prepared by Contractor, or in Contractor's possession shall be supplied to County and shall become the property of County.

3. If this Agreement is terminated or terminates for any reason, all Subcontracts of the Contractor for Services rendered or to be rendered pursuant to this Agreement are deemed assigned to the County or the County's designee, except that the County or the County's designee may determine in their sole discretion not to accept assignment of any Subcontract.

E. Suspension of the Services. The County's Contract Management Officer may order a suspension of the Services ("Suspension of the Services") in whole or in part for such time as he deems necessary.

1. In the event of an unexcused failure of the Contractor to comply with any of the requirements of this Agreement, the Agreement's completion date shall not be extended on account of any such Suspension of the Services and the Contractor shall not be entitled to any compensation for any delay while the Contractor is attempting to cure any failure to comply with the Agreement.

2. When the Contract Management Officer orders any Suspension of the Services where the Contractor is not in breach or has not failed to comply with this Agreement, the Contractor shall be entitled to recover actual expenses incurred during the suspension of the Services.

a) Actual expenses are those such as labor cost subject to reassignment, ongoing cost such as leases, payments to Subcontractors, demobilization, etc.

b) All such expenses must be reasonably documented and the Contractor should take reasonable care in minimizing costs related to the suspension

XIII. Insurance Requirements.

A. Unless the County otherwise directs at any time during the DRP Program, the Contractor shall be responsible for the insurance coverages below and make provisions to have similar insurance in its Subcontracts.

B. Within five (5) business days of receipt of Notice to Proceed, Contractor shall provide the County a Certificate of Insurance with all insurance required by the State of South Carolina and minimally the below insurance with companies having an A.M. Best Rating of A-, VII or higher.

1. Each certificate shall state it applies to work by or on behalf of the insured. Contractor and its insurers shall provide County thirty (30) Days written notice of any cancelation, non-renewal or reduction in coverage.
- C. Contractor must have comparable insurance requirements for any of its Subcontractors or insure them under Contractor's policies, unless waived in writing by the County.
- D. A breach of any insurance requirement shall be material.
- E. All such insurance shall be at Contractor's expense and be maintained throughout the term of this Agreement. Contractor shall provide County certificates throughout the term of this Agreement. The Contractor shall procure insurance policies for the requirements herein. The policies shall name the County as an additional insured under the Commercial General Liability and Business Auto Liability policies. Any Umbrella/Excess Liability policy provided to meet the required general liability and auto liability limits must follow form with all primary policy coverages.
- F. Commercial General Liability Insurance
1. Commercial General Liability policy on an occurrence basis with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, property damage and personal injury and \$2,000,000 products & completed operations aggregate. The policy shall also include:
 2. Contractual liability for the tort liability of another party assumed in an "insured contract".
 3. Waiver of subrogation against the County, its officials, agents, employees, leased and temporary employees and volunteers.
 4. The County, its official, agents, employees, temporary and leased workers as additional insureds by the unmodified latest ISO endorsement CG 20 10.
 5. A provision that it is primary coverage over all other insurance or self-insurance even if the policy asserts it is excess, secondary or contingent.
 6. Severability of interest.
 7. An electronic liability endorsement (CG 04 37 or similar as approved by the County).
 8. Products-completed operations liability coverage extending at least two years beyond completion of each separate Project.
 9. Include coverage for explosion, collapse and underground hazards.

10. Completed operations coverage extending at least two years beyond the completion date of the Services.

G. Professional Liability Insurance. The Contractor shall purchase a professional liability policy with claims-made coverage. Prior to commencing work hereunder, the Contractor, at its own expense, shall obtain and maintain, throughout the remaining duration of this Agreement, the following insurance coverage written by a company with an A.M. Best rating of A or better. Professional Liability insurance covering errors and omissions with a minimum of \$1,000,000 for each act, error or omission and \$1,000,000 aggregate. The policy shall state its coverage dates.

H. Business Auto Coverage. Business Auto Coverage Form with a combined single limit for bodily injury and property damage of \$1,000,000 per accident. Physical damage coverage is at the option of the Contractor. The policy shall also include:

1. Contractual liability;
2. The County, its officials, agents, employees, temporary and leased workers, and volunteers are included as additional insureds.
3. A provision the policy is primary and non-contributory to all other insurance or self- insurance maintained by any additional insured.
4. A waiver of subrogation against the County, its officials, employees, leased and temporary employees, and volunteers.

I. The Contractor shall require its employees and anyone working on its behalf to provide evidence acceptable to the County of auto liability coverage. The policy shall cover owned, hired and non-owned vehicles.

J. Worker's Compensation and Employer's Liability Insurance. The Contractor shall provide worker's compensation and employer's liability in accordance with the laws of the State of South Carolina (other state's coverage is not sufficient.) Employer's liability limits shall not be less than \$500,000/\$500,000/\$500,000. The policy shall contain a waiver of subrogation against the County, its officials, employees, temporary and leased workers, and volunteers.

K. Certificate of Liability Coverage. The certificate of liability coverage shall verify compliance with the preceding requirements.

L. Cancellation, Non-renewal, Material Change or Reduction in Coverage. The Contractor shall provide the County with a minimum of thirty (30) Days prior written notice, except ten (10) Days for non-payment of premium, of any cancellation, non-renewal, reduction in coverage or any other material change in the required policies. Each certificate must state that the insurance applies to work performed by or on behalf of the Contractor.

M. The County shall include similar insurance requirements in other agreements it may have with other Contractors, vendors, consultants, including architects, engineers and consultants (non-professional liability insurance) performing work or services for the DRP Program naming both the County and the Contractor as Additional Insureds.

XIV. SLBE and DBE Management.

A. SLBE and DBE Law Compliance.

1. The Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations as they apply to participation by Small Local Business Enterprises (“SLBE”) and Disadvantaged Business Enterprises (“DBE”) in the implementation of the CTIP. Where conflicts arise with state and federal laws and regulations and come to the attention of the Contractor, the Contractor shall bring them to the attention of the County and the County shall determine the appropriate course of action and advise the Contractor on how to proceed.

2. Chapter 2-639 of the Richland County Code of Ordinances (the “Ordinance”) in effect on the Effective Date of this Agreement is incorporated into the Agreement by reference. The County, in its sole reasonable discretion, may elect to terminate the Agreement For Convenience pursuant to Section XII.C. of this Agreement for the failure of Contractor to (a) comply with the Ordinance and/or (b) to meet the levels of SLBE participation presented in the Contractor’s RFQ Response (the “SLBE Representations”) and accepted by the County in this Agreement. Should the County elect to terminate this Agreement For Convenience for Contractor’s violation of this Section XI, then the County shall have, in addition to any other remedies it may have for Termination for Convenience, the remedies provided in Section XIV.A.11.

3. During the term of this Agreement, Contractor agrees to fulfill the SLBE Representations. The SLBE Subcontractor contracts submitted by Contractor to the County’s SLBE program shall specify the percentage of the total award amount and the estimated equivalent dollar amount of Work allocated for each SLBE Subcontractor, the type of Services to be performing a Commercially Useful Function, and such other information as may be reasonably required by the SLBE program.

a) It is recognized by the Parties that the amount of SLBE participation is subject to change due to many variables such as the number of actual Services assigned by the County to the Contractor, possible wage escalations, and other circumstances. Therefore, the individual percentages of SLBE Subcontractor participation may vary from the SLBE Representations. However, notwithstanding any such variation, the Contractor shall not deviate from the SLBE Representations to be paid from compensation paid to the Contractor, unless excused or waived under this Section XIV.

b) To the extent a certified SLBE firm is not performing a Commercially Useful Function within the meaning of this Ordinance and this Agreement, dollars paid to that SLBE firm shall not be counted towards satisfaction of Contractor's SLBE Representations.

c) Changes in any SLBE Subcontractor participation percentages that make up the total of the SLBE Representations must be reported by the Contractor to the County with Contractor's monthly invoices to the County.

d) Changes in the SLBE Representations. It is recognized by the Parties that at the time of the Effective Date of this Agreement, there are substantial unknown factors involving the future implementation of the DRP Program and the Projects that are part of this DRP Program, including but not limited to delays caused by federal or state regulatory authorities that could push the implementation of some Projects beyond the term of this Agreement, the removal of Projects from the DRP Program by the County, change in scope of DRP Projects by the County, substantial increases in DRP Project budgets, as a result of third party interference, the failure of the County to provide DRP Projects or a sufficient quantity of Work anticipated under this Agreement to the Contractor, and other factors beyond the Contractor's reasonable control. The County recognizes that the Contractor, should the Contractor act in good faith to comply with its SLBE Representations, may nonetheless not meet its SLBE Representations because of such factors beyond the Contractor's reasonable control. Should such event occur, the Contractor will work with the County to make every reasonable effort to adjust its utilization of SLBE Subcontractors to reach as high a percentage of overall utilization of SLBE Subcontractors as is commercially possible. Therefore:

(1) Should any action or inaction by the County, action or inaction by a third party, or an event that is not reasonably in the control of the Contractor result in the Contractor not achieving the SLBE Representations, to the extent that the Contractor can show that its ability to meet its SLBE Representations is negatively affected by such action as stated in this Section XIV.A.3.d.(1), and the Contractor cannot in good faith compensate for the reduction in SLBE Subcontractor participation in the Services performed by the Contractor, then the SLBE Representations shall be equitably adjusted to reflect the effect of such actions beyond the Contractor's reasonable control had on its ability to meet its SLBE Representations.

(a) The Contractor and the County shall attempt to agree upon the amount of such equitable adjustment. If the Contractor and the County fail to reach such an agreement

in a reasonable amount of time and the County rejects the Contractor's request in writing, then the Contractor shall, after receiving such written rejection from the County, make a Claim for the amount of equitable adjustment in the manner as provided for in Section XI of this Agreement.

(b) If the Contractor, the County, and the Contracting Officer agree on the amount of the equitable adjustment, the request for equitable adjustment shall be presented to County Council, which may agree or disagree with the equitable adjustment request.

(c) If County Council does not agree with the equitable adjustment request, then the Contractor may make a Claim for the amount of equitable adjustment in the manner as provided for in Section XI of this Agreement.

(2) Should the Contractor require the replacement of an SLBE Subcontractor for reasons that are in the Contractor's control, such as the Contractor's termination for cause of an SLBE Subcontractor, the Contractor and the County shall follow the provisions of Section XIV.A.7. below for Contractor to replace the SLBE Subcontractor.

(3) The provisions of this Section XIV.A.3.d.(1) apply only if the Contractor's actions or inactions do not cause or materially contribute to the failure of the Contractor to meet its SLBE Representations.

4. Should an original SLBE Subcontractor participant graduate from the SLBE program during the term of the Agreement, such SLBE Subcontractor shall be deemed an SLBE firm for the remainder of the Agreement, and all compensation paid to such SLBE firm shall be counted as SLBE utilization under this Agreement, provided that the SLBE Subcontractor's graduation, removal or termination from the SLBE program was not caused by any misrepresentation, fraud, or other improper conduct.

5. Contractor understands and agrees that authorized County representatives may, upon request, have reasonable access to and may examine Contractor's books, records, files, executed contracts, service agreements, utilization commitment forms and other pertinent documents to the extent that such material is relevant to make a determination of whether Contractor is complying with the SLBE Representations at any time during the term of this Agreement. The County may also conduct unannounced inspections to verify the SLBE Representations but, in doing so, shall observe all workplace safety rules and regulations and shall not disrupt the operations of the Contractor or SLBE Subcontractor during the inspections. The Contractor shall pass down these same

rights of the County in the SLBE Subcontractor Contracts and shall require its Subcontractors to do the same for their sub-Subcontractors.

6. The Contractor, within thirty (30) Days of the Latest Approved CTIP (and thereafter within thirty (30) Days of the next Latest Approved CTIP, or if there has not been a Latest Approved CTIP in twelve months (called herein a “year” which means twelve months measured from the Latest Approved CTIP), the yearly anniversary date of the prior Latest Approved CTIP), shall submit to the County Contractor’s best good faith estimate of compensation it anticipates it will be paid as provided for in Service Orders or Service Agreements (the “SLBE Estimate”). The Contractor shall also include in the SLBE Estimate its best good faith estimate of the percentage of that SLBE Estimate that will be paid to the Contractor’s SLBE Subcontractors. All parties understand that the SLBE Estimate is simply an estimate by the Contractor to be used as a reference point for the County on a yearly basis to evaluate the Contractor’s yearly goals for compliance with the Contractor’s SLBE Subcontractor utilization.

a) The County and the Contractor shall, if requested by the County, at least every six (6) months after submission of the Contractor’s SLBE Estimate, review the Contractor’s actual utilization of SLBE Subcontractors as compared to the most recent SLBE Estimate (the “SLBE Progress Evaluation”). The Contractor shall, at this time, revise the SLBE Estimate for the next six month period and provide it to the County.

b) Should the County reasonably determine that (1) the Contractor is not or cannot meet its SLBE Representations at any time after the second year of the Agreement; (2) the Contractor’s SLBE Estimate for that particular year is not reasonably related to the SLBE Representations for each year; or (3) the Contractor during the year is not demonstrating compliance with its SLBE Estimate for that particular year, the County may require the Contractor to present to the County, within fourteen (14) Days, a written Corrective Action Plan (“CAP”) whereby the Contractor will set out the steps it will take to meet the SLBE Representations by the end of the fourth year of the Agreement. The County may accept or reject the CAP in writing within seven (7) Days of its submission by the Contractor. The County shall make its determination under this Section XIV.A.6.b. based upon:

(1) An accounting of historical annual compensation paid to Contractor’s SLBE Subcontractors and their respective other Subcontractors;

(2) An assessment of remaining Services to be performed under the Agreement and the capabilities of SLBE firms to perform such types and quantities of Services, as determined consistent with Section XIV.A.3.d.(1); and

(3) The County's verification by those procedures as stated in Section XIV.A.5. above that the compensation being paid the SLBE Subcontractors is for Services actually performed in Commercially Useful Functions.

c) After an SLBE Progress Evaluation, should the County reasonably determine: (1) that the CAP is unacceptable, (2) that the Contractor refused to take any action required under this Section, or (3) that the Contractor is unable to demonstrate that it can meet its SLBE Representations in the time remaining under the Agreement, the County may, in writing, recommend to the County Administrator that the Agreement be suspended or terminated, that relief be afforded under this Section to the County, or that the County take other such actions with regard to this Agreement as may be fair and just under the circumstances. The Contractor shall be provided with a copy of such recommendation as soon as practicable, but not less than forty-eight (48) hours after it has been delivered to the County Administrator.

d) The County Administrator shall, in writing, accept, reject, or revise the County recommendation within seven (7) Days of receipt from the County. The County Administrator shall provide a copy of the County Administrator's decision to the Contractor as soon as practicable, but not less than forty-eight (48) hours after it has been delivered to the County Administrator.

e) Should the County Administrator accept or revise the County recommendation where the County Administrator's decision would have the effect of suspending, terminating, or not renewing this Agreement, the County Administrator shall forward such decision to County Council for consideration. The Contractor may within seven (7) Days of receipt of the County Administrator's decision, appeal said decision to County Council in writing stating the basis of such appeal. Whether or not the Contractor appeals the decision of the County Administrator, only County Council may suspend, terminate, or non-renew this Agreement based on the provisions of this Section XIV. County Council is not limited by any recommendation of the County or decision by the County Administrator with respect to any action it may take in connection with this Agreement.

f) Except as expressly otherwise stated in this Section XIV, the provisions of this Section concerning notice of breach or breach of this Section XIV supersede any conflicting terms and provisions elsewhere in this Agreement regarding the Contractor's breach of any obligation under this Section.

7. If Contractor is unable to meet the SLBE Representations by utilizing the certified SLBEs specified in the SLBE Representations, Contractor shall exercise good faith in seeking additional or substitute certified SLBE(s) to fulfill

Contractor's SLBE Representations. In the event that after use of reasonable, good faith efforts to meet its SLBE Representations, Contractor is able to demonstrate to the reasonable satisfaction of the County that an insufficient number of qualified, willing and certified SLBEs are available in the market area to provide the requisite level of goods and/or services required to fulfill the SLBE Representations, Contractor may request a waiver or reduction of its SLBE commitment in its SLBE Representations by completing Form D, the SLBE Participation Waiver Request Form. The Contractor may also request such a waiver should an SLBE Subcontractor or the scope of work of an SLBE Subcontractor be eliminated by the County in accordance with Section XIV.A.3.d. All such waivers and/or substitutions for certified SLBE firms must receive prior written approval by the County. Such approval shall not be unreasonably withheld. The County shall submit its response to the Contractor's waiver request within seven (7) Days of the County's receipt of the completed Form D.

8. By entering into this Agreement, Contractor agrees to pay all SLBE Subcontractors (as it must pay all Subcontractors) within seven (7) Days of receipt of payment from the County upon receipt of invoice from the Subcontractor. Beginning with the second pay request from Contractor to the County, Contractor agrees to provide the County with written evidence that all Subcontractors have been paid out of the proceeds of the prior payment, unless a validated dispute, documented in writing, exists between Contractor and the unpaid Subcontractor(s). Nothing herein shall prohibit the Contractor from withholding payment to any Subcontractor for reasons permitted by this Agreement, Richland County or South Carolina law.

9. In addition, Contractor agrees to submit the following to the County when requested:

- a) Copies of signed Subcontracts (together with any modifications, change orders, and related correspondence) with all business enterprises, including certified SLBE Subcontractors and non-SLBE Subcontractors, being utilized to perform a portion of the Services provided for by this Agreement;
- b) Monthly Certified Payrolls for the Contractor and for all Subcontractors ("Certified Payrolls" shall mean payrolls certified in the same manner as required by the SCDOT on federally funded construction projects or as the County may otherwise direct);
- c) Reports and documentation, including canceled checks or evidence of electronic disbursements, verifying payments to all Subcontractors being utilized to achieve the Contract goals; and
- d) Reports and documentation on the extent to which the Contractor has awarded subcontracts to business enterprises registered in the

County's Centralized Bidder Registration System under contracts not affected by the Ordinance.

10. Before final payment may be made under this Agreement, Contractor must submit Form E, the Subcontractor Utilization Form, with its final invoice for payment. The Subcontractor Utilization Form will include a list of the names of all Subcontractors utilized on the contract, both SLBEs and non-SLBEs, and the total amount paid to each Subcontractor, including the amounts for any change orders. The Contractor shall submit a draft Form E to the County at least six (6) months before the end date of this Agreement in order for the County to assess timely the Contractor's compliance and Contractor's likely compliance with the Ordinance, the provisions of this Section, and the SLBE Representations (as may have been modified under Section XIV.A.3.(d) by the end date of the Agreement.

11. If Contractor fails to comply with the requirements of the Ordinance or breaches the contractual terms provided in this Section, it is subject to the following penalties at the reasonable discretion of the County:

- a) Termination by the County for convenience;
- b) Imposition by the County of :
 - (1) The County's rights under Chapter 2-621.2 of the Richland County Code of Ordinances (Authority to Debar or Suspend), and
 - (2) The Parties' rights and remedies for a Termination for Convenience, as provided in Section IX of this Agreement.

12. Should the County implement ordinances that provide for the same types of SLBE requirements as provided for in this Section XIV.A. that are not provided for in the Ordinance as of the Effective Date of this Agreement, the County and the Contractor may by mutual agreement agree to replace any part of this Section XIV.A with such new ordinance requirements.

B. Further Remedies. Nothing in this Section XI shall be construed to limit whatever rights and remedies the Contractor may have under this Agreement and applicable law to challenge any act or omission of the County, including the right to file legal action exclusively in the Richland County, South Carolina Court of Common Pleas regarding any action or inaction of the County, or to assert any defense to any claim by the County. Likewise, nothing in this Section XIV. shall be construed to limit whatever rights of the County that arise under this Section XIV of the Agreement.

XV. General Provisions.

A. Indemnification.

1. The Contractor, as part of its duty of indemnification, shall defend and hold harmless the County from any costs arising out of the prosecution or defense

of any action arising out of the Contractor's performance under this Agreement, to the extent the claim was due to the negligent acts, omissions, or wrongdoing of the Contractor in administering or performing this Agreement. The Contractor shall indemnify, save harmless, and defend the County, its officers, agents, and employees against all liability, claims, fines, penalties, and costs of whatsoever kind and nature for any losses, injury, or death to any person or persons or from loss or damage to any property occurring in connection with or in any way incident to or arising out of or in any way connected with the Work and/or performance pursuant to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Contractor, its officers, agents, employees, or other representatives, with respect to the administration of this Agreement.

2. The Contractor agrees to notify the County of any claims asserted or brought against the Contractor arising from this Agreement which may potentially expose the County to liability and to coordinate with the County on any issues of governmental or public interest or concern.

3. The Contractor shall notify the Contract Management Officer of the filing of any litigation or arbitration arising from this Agreement. In the event of participation by the County in the defense of any claim, which shall be solely at the discretion of the County, the County shall be responsible for its own attorney's fees, costs, and other expenses. The Contractor will not settle any claims arising hereunder without the express written prior permission of the Contract Management Officer.

4. The Contractor may control the defense of any litigation arising under this paragraph and all related settlement negotiations, unless the County is a party.

5. The Contractor further agrees that in the event it is requested to produce in any litigation any confidential document or information referring or relating to the County, it shall not, where possible, produce the requested material before it has notified the Contract Management Officer and provided the County a reasonable opportunity to appear and object to the production of the County's confidential material.

6. Where applicable, all requirements of the Contractor regarding indemnification set forth in this section shall be imposed on all Subcontractors, requiring the Subcontractors to defend and indemnify the County in like fashion. The County shall include a similar indemnification clause in other agreements they may have with all other contractors, vendors, consultants including architects, engineers and contractors performing Work or Services in the CTIP indemnifying both the County and the Contractor.

B. Applicable Laws. The Contractor and its Subcontractors will comply with all applicable federal, state, and local laws and regulations, including but not limited to:

1. Americans with Disabilities Act (ADA);
2. Anti-Kickback Act of 1986;
3. Contract Work Hours and Safety Standards Act;
4. Department of Health and Environmental Control (DHEC);
5. South Carolina Drug Free Workplace Act;
6. Eligibility for employment under United States immigration laws;
7. Employment Eligibility Verification: prescribes policies and procedures requiring contractors to utilize the Department of Homeland Security (DHS), United States Citizenship and Immigration Service's employment eligibility verification program (E-Verify) as the means for verifying employment eligibility of certain employees;
8. Employment of Workers with Disabilities;
9. Equal Employment Opportunity;
10. Environmental Protection Agency (EPA) regulations;
11. Fair Labor Standards Act (FLSA);
12. Governmental price regulations/orders (as required by law, the Contractor will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project;
13. Maximum hours and minimum wages;
14. Nondiscrimination because of age;
15. Occupational Safety and Health Administration (OSHA) (e.g., all materials and services furnished meet or exceed OSHA safety standards);
16. Statutes regarding qualification to do business;
17. Statutes prohibiting employment discrimination;
18. Walsh-Healey Public Contracts Act; and
19. The "Prompt Payment Requirements" of the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing.
20. Contractor further represents and warrants that it will comply with the County's Commercial Nondiscrimination Ordinance, as described under Section 2-647 of the Richland County Code of Ordinances.

- a) As part of such compliance, the Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination.
- b) The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace.
- c) Moreover, the Contractor affirms that it will cooperate fully with any County inquiries regarding the Contractor's compliance with this Ordinance.
- d) The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Contractor from participating in County contracts, or other sanctions.
- e) This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Contractor shall include this clause in any Subcontracts which it may enter in the performance of this Agreement.

C. Governing Law/Disputes.

- 1. Notwithstanding any other provision of this Agreement, all disputes, claims, or controversies where the County is a party arising out of or relating to this Agreement shall be resolved only in the Court of Common Pleas for Richland County, South Carolina, to the exclusion of all other courts.
- 2. This provision applies to the Contractor and to any dispute, claim or controversy any person or entity in the chain of privity with the Contractor for the execution of the Services in the DRP Program has with the County as well.
- 3. The Contractor agrees that any act by the County regarding the Agreement is not a waiver of the County's right to sovereign immunity under state law, to the extent any such immunity exists.
- 4. The Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any dispute, claim, or controversy

relating to this Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on the Contractor by certified mail (return receipt requested) addressed to the Contractor at the address provided as the notice address in this Agreement or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given on the date shown on the return receipt.

5. The Agreement shall be construed under the laws of the State of South Carolina.

D. Permits and Licenses. The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining in force at all times any necessary licenses and permits required and issued by a municipality or the County for conducting business. The Contractor is responsible at all times for obtaining applicable work permits and licenses from the County's Building Inspection and Business License Departments. Contractor's license number, person's name, and business name must all be shown on all required licenses.

E. Safety, Health, and Security Precautions. The Contractor shall take reasonable and proper safety, health and security precautions to protect its workers and the County's property, workers, and the public at all times during the term of this Agreement. The Contractor shall provide a Director of Safety.

F. Contractor's Record Keeping Duties and FOIA.

1. The Contractor shall maintain copies of all of the DRP Program's and related DRP Project's contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all field changes made during construction, and, in addition, approved shop drawings, product data, samples, and other similar required submittals must be maintained at the job site. These shall be available to the County.

2. Contractor shall keep full and detailed accounts and records and exercise such controls as may be necessary for proper financial and record management under this Agreement, and the accounting and control systems shall be satisfactory to County. County and County's accountants, lawyers and consultants shall be afforded access to and shall be permitted to audit and copy Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law. County shall have the right to access all such records at any time after seven (7) Days written notice.

3. All financial records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by

Contractor shall have the same obligations to retain records and permit audits as required of Contractor.

4. If any inspection by County, or its representatives, of Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, County may deduct said overcharge from any payments due Contractor, or, if no funds remain due to Contractor, Contractor shall, within seven (7) calendar Days of receipt of such written demand for repayment, tender the amount of such overpayment to County or otherwise resolve the demand for repayment to County's satisfaction.

5. Contractor shall maintain an accurate record of all aspects of the Services, including all costs and expenses related to the Services. County may, at its sole discretion, from time to time (whether before or after final completion of the Services or termination of this Agreement) elect to have an inspection or audit conducted to verify compliance with the Agreement or to verify the cost of the Services through the date of the last Application for Payment. Any such inspection and/or audit shall be at least as comprehensive as would be allowed under the South Carolina Rules of Civil Procedure. If County so elects, it shall give notice to Contractor and such inspection or audit shall be conducted as soon as is reasonably feasible thereafter so as not to unreasonably delay further progress payments to Contractor as permitted by the Contract Documents, but in no event no later than seven (7) Days from the date of the notice. Such inspection or audit shall be conducted by the County, or by an accountant, lawyer, auditor, or other reviewer or consultant selected by the County, or any number of them in any combination, and County shall, except as hereinafter provided, pay the cost of such audit. Contractor agrees to cooperate with County, and/or its accountant, lawyer, auditor, or other reviewer or consultant, and make available for examination at its home and/or Project office all of its books, records, correspondence, and other documents deemed necessary by such accountant, lawyer, auditor, or other reviewer or consultant to conduct such review.

6. In addition to any duties of Contractor as stated in Exhibit A, the Contractor agrees to maintain for three (3) years from the date of final payment for all Services under this Agreement, or until all other pending matters are closed under this Agreement, whichever is later, all books, documents, papers, and records, digital or otherwise, pertinent to this Agreement. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representative(s) reasonable access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any Subcontracts issued by it in connection with this Agreement. The Contractor shall provide a copy of all digital records within sixty (60) Days after final payment. The Contractor must provide for a secure back up of digital records during the course of this Agreement.

7. During the retention period, County shall be granted access to those documents upon reasonable notice. At any time during the period, County shall have the option of taking custody of the documents. Contractor shall consult with County before disposing of any documents maintained pursuant to this Section, including but not limited to documents as to which the three-year retention period has expired. In the event of termination of this Agreement for any reason, all documents required to be maintained pursuant to this Section shall be turned over to County within six months of such termination.

8. Freedom of Information Act.

a) In the event of any Freedom of Information Act (“FOIA”) requests for documents or other information in Contractor's possession, Contractor shall make such documents or information available as directed by County. If the requested documents or information originated from Contractor or its Subcontractors or consultants, Contractor shall advise County whether Contractor believes any such documents should be exempt from disclosure. However, subject to the provisions below, the County shall have the right to determine if any documents must be disclosed under the FOIA.

b) The County recognizes that the Contractor may consider certain documents as confidential and proprietary and not subject to FOIA. If the Contractor refuses to disclose any documents related to Contractor's Services under the DRP Program pursuant to a FOIA request and as requested by the County, the Contractor shall defend, hold harmless and indemnify the County from and for any legal proceeding brought against the County alleging any breach of the FOIA because of any documents the Contractor does not agree should be produced by the County pursuant to the FOIA.

G. No Gratuities or Kickbacks.

1. Contractors understand and accepts that the County prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The PDT, and their respective employees, Subcontractors, and consultants shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the County.

2. Violation of this Subsection is reason for immediate termination for cause by the County as provided for herein.

H. Subcontractors.

1. The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections.. Notwithstanding this, the Contractor shall not be required by the County to contract with anyone to whom the Contractor has made reasonable and timely objection.

2. The Contractor shall provide the County a list of its Subcontractors and their respective anticipated portions of subcontracted Services with subcontract amounts. Should the Subcontractors change, the Contractor shall provide an updated list to the County.

3. The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Agreement. The Contractor shall employ and maintain only competent, qualified supervisory personnel for the performance of this Agreement.

4. Key supervisory personnel assigned by the Contractor to the DRP Program are as follows:

a) Dan Dennis
1800 Huger Street
Columbia, SC 29201
803-227-8532

b) Frank Hribar
1800 Huger Street
Columbia, SC 29201
803-227-8580

5. So long as the individual named above remain actively employed or retained by the Contractor or Subcontractors or Subconsultants, they shall perform the functions indicated next to their names unless the County otherwise agrees in writing.

6. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Section as though such individuals had been listed above.

7. Notices given to the persons listed above, or their successors, will constitute sufficient notice to bind the Contractor.

8. If at any time the County reasonably determines that any employee of the Contractor is not properly performing the Services in the best interest of the Project, is hindering the progress of the Services, or is otherwise objectionable, the County shall so notify the Contractor, which shall replace the employee as soon as possible at no increased cost to the County.

I. Successors and Assigns.

1. This Agreement shall be for the benefit of, and be binding upon, the respective successors and assigns, if any, of the County and the Contractor, except that unless expressly stated in this paragraph, nothing contained herein shall be construed to permit any attempted assignment or unauthorized assignment without the express written permission of the Parties.

2. Except as expressly may otherwise be stated, this Agreement or its provisions may not be assigned, sublet, or transferred without the written consent of the Parties.

3. The Contractor shall provide written notification to the County of any contemplated sale, transfer, or any other action that would result in a transfer of this Agreement in whole or in part to another company or entity, or that could eventually result in the transfer of any duties or requirements of this Agreement to another company or entity. This notification shall be received by the County not less than forty-five (45) Days prior to any action which would result in said transfer and shall describe, in detail, the actions contemplated by the Contractor.

4. In such case, the County reserves the right to enter into direct negotiations with the party to whom Contractor's ownership interest is being transferred for purposes of clarification or renegotiation of the terms and conditions of this Agreement.

J. Notices. The primary point of contact for the County shall be the Director of Transportation. All notices pertaining to this Agreement shall be in writing and shall be sufficient when sent registered or certified mail (or email if agreed to by the Parties) and addressed as follows:

For the County:

Richland County
Attention: Rob Perry, Director of Transportation
2020 Hampton St.
Columbia, SC, 29204

And

Larry Smith, Esquire
County Attorney
2020 Hampton St.
Columbia, SC, 29204

With a copy to:

Frannie Heizer, Esquire
McNair Law Firm, P.A.
P. O. Box 11390

Columbia, SC 29211

For the Contractor:

DENNIS CORPORATION
Attention: Frank Hribar
Vice President
1800 Huger Street
Columbia, SC 29201

K. Severance/Survival. Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole, invalid, provided the general purposes and intent of this Agreement are not materially affected. Any terms which, by their nature, should survive the suspension, termination, or expiration hereof shall be deemed to so survive.

L. Entire Agreement/Construction. This Agreement constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral agreements between the Parties and their predecessors in interest regarding the subject matter of this Agreement. This Agreement may not be changed, altered, amended, modified, or terminated orally, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto. The Parties acknowledge that each has participated fully in negotiations regarding the terms and conditions of this Agreement. Therefore, should any ambiguities or differences over interpretation arise, neither Party will be deemed to be the drafting Party against which any such ambiguity or difference should be construed.

M. Non-Waiver. Any waiver of any default by either Party to this Agreement shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

N. Ownership.

1. All materials of the County, including but not limited to the County's proprietary software and materials, the proprietary system software, all original data, spatial data, spatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to this Agreement shall belong to the County. The Contractor shall not sell, give, loan, or in any other way provide such to another person or organization, or otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Agreement, without the written consent of the Contracting Officer.

2. Any external requests to procure these data or materials must be forwarded to the County.

3. All equipment, materials, furniture, supplies, fixtures, vehicles, or other personal property (excluding office supplies) bought or purchased by the Contractor which were charged to the County as a Reimbursable Expense or which were used exclusively for the DRP Program shall upon termination of the Agreement be titled to the County, and the Contractor shall take all such actions necessary to account for said items and assign ownership of them to the County.

O. Obligations Under Other Agreements.

1. The County shall have the right to perform or have performed similar or such other work as it may desire while the Contractor is performing Services required by this Agreement. The Contractor shall perform the Services in a manner that enables completion of other work performed by the County or on the County's behalf without hindrance or interference (or shall properly connect and coordinate the Services with the work of others when required).

2. Should the Contractor believe that its performance of the Services was interfered with, stopped, or otherwise disrupted by the acts or omissions of such other contractors, the Contractor shall notify the County immediately, and if the Contractor asserts that it has been harmed by such acts of another contractor, Contractor shall make a Claim as provided in this Agreement. This does not apply to any work by a contractor on a Project.

P. Warranty.

1. Contractor represents that its staff and Subcontractors are knowledgeable about and experienced in performing the Services required under this Agreement and warrants that it will use its best skill and attention to provide the Services in a competent and timely manner. The Contractor further warrants that the Services will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Services the Contract Documents require or permit. Services, materials, or equipment not conforming to these requirements may be considered defective.

2. With respect to any Work performed directly by Contractor on any Project, Contractor warrants that it will perform such Work in accordance with the standards of care and diligence normally practiced by recognized firms in performing services and obligations of a similar nature. If, at any time within one year of Final Completion of a DRP Project, Contractor's Work or Services with respect to such DRP Project have failed to conform to the foregoing standards, Contractor shall re-perform such nonconforming Work or Service, within its original scope of services, at Contractor's sole cost and expense. If the Parties cannot agree as to whether such a failure has occurred, the matter shall be submitted for dispute resolution under this Agreement.

3. If applicable, Contractor shall take all steps necessary to transfer to County any manufacturer's or other third-party's warranties of any materials or other services used in the construction of a DRP Project.

Q. State and Local Taxes.

1. Except if otherwise provided, Agreement prices shall include all applicable state and local taxes. If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to S.C. Code Ann. §§ 12-8-540 and -550 for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the County receives an executed SCDOR Form 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease. The Contractor shall calculate that portion of the contract which is subject to the six percent (6.0%) South Carolina sales and/or use tax plus applicable County local sales tax, which amounts shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the Contractor.

2. Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon, or billed to the County as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement by Contractor.

R. Contractor Evaluation: Failure to meet performance standards. The Contract Management Officer for the County shall evaluate the Contractor's services performed on a semi-annual basis and shall provide the Contractor with a written copy of the evaluation with any suggestions for improvement. The evaluation criteria shall be:

1. Meeting Schedule Milestones (15%)
2. Quality of Service (20%)
3. Responsiveness (15%)
4. Subcontractor Utilization (15%)
5. Budget and Contract Modification Request (15%)
6. County satisfaction and community relations (20%)

The written evaluation shall include an overall performance score. The County shall use the following rating scale:

1. Consistently Exceeds Expectations - 5 points
2. Occasionally Exceeds Expectations - 4 points
3. Consistently Meets Expectations - 3 points

4. Occasionally Fails to Meet Expectations - 2 points
5. Consistently Fails to Meet Expectations - 1 point

A cumulative score below 250 indicates the Contractor shall take corrective action to improve. Corrective action may include but is not limited to removal and replacement of personnel or subcontractors on the DRP Program. If there are two consecutive periods with cumulative scores below 250, the Contractor shall provide in writing its improvement plan to the Contract Management Officer and implement corrective action immediately.

XVI. Exhibits.

A. Exhibit Numbers. The Parties agree that the Agreement shall include the following exhibits, which are incorporated herein by reference:

1. **Exhibit A** Scope of Services (Attached.)
2. **Exhibit B** RFQ#RC-Q-2014-DRP (Not attached but incorporated herein by reference thereto.)
3. **Exhibit C** Contractor's Response to RFQ#RC-Q-2014-DRP (Not attached but incorporated herein by reference thereto.)
4. **Exhibit D** Richland County Dirt Road Ranking List (Attached.)
5. **Exhibit E** Contractor's Personnel Rate Schedule (Attached.)
6. **Exhibit F** Contractor's Reimbursable Expense Schedule (Attached.)
7. **Exhibit G** Limited Notice to Proceed dated December 23, 2014. (Not necessarily attached in part or in whole but incorporated herein by reference thereto.) The County and the Contractor entered into this Limited Notice to Proceed that has separate payment provisions than those provided for in this Agreement. It is the intent of the parties hereto that this Agreement shall supersede all non-payment related provisions of Exhibit G upon the Effective Date of this Agreement.
8. **Exhibit H** List of SLBE Subcontractors and SLBE Subcontract Amounts at the time of the Effective Date of the Agreement.
9. **Exhibit I** Subcontractor SLBE Certifications.
10. **Exhibit J** Right of Way Exhibit

This Agreement and the exhibits above stated are the "Contract Documents."

B. Order of Precedence. This Agreement, including the exhibits listed above, are the Contract Documents and form the entire Agreement between the Parties, superseding

all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the exhibits irreconcilably conflicts with another provision of the Agreement, the following rules of interpretation shall control:

1. As between this Agreement, the RFQ, and the Contractor's Response to the RFQ, this Agreement shall govern.
2. As between the RFQ and the Contractor's Response to the RFQ, the Contractor's response shall govern.
3. As between this primary Agreement document and any Exhibit to this Agreement, this Agreement shall govern.

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Agreement is entered into Under Seal as of the Effective Date of April __, 2015.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____ (L.S.)

Its: _____

Date: _____

CONTRACTOR:

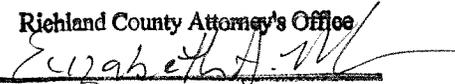
DENNIS CORPORATION

WITNESS:

By: _____ (L.S.)

Its: _____

Date: _____

Richland County Attorney's Office

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

4/17/2015

EXHIBIT "A" – SCOPE OF SERVICES

Dirt Road Paving Program (DRP)

for

Richland County

Summary of Work:

Task 1. Program Management and Project Organization

Task 2. Public Involvement / Outreach

Task 3. Right-of-Way Services

Task 4. Engineering Services

Task 5. Contingency

Task 1 Program Management and Project Organization

A. Program Management

- 1. Program Management:** The **CONTRACTOR** shall manage the overall program from project initiation through final engineering as described herein. The **Program** shall be defined as the projects identified by the prioritized roads list provided by the **COUNTY** to include projects identified in Year One (1) and Year Two (2) upon notice-to-proceed and projects categorized as Years Three (3), Four (4), and Unfunded at the **COUNTY's** sole discretion. As the **Program** develops, projects may be added or deleted based on the outcome of work associated with Public Outreach, Right-of-Way Services, and other tasks with approval by the **COUNTY**. The **CONTRACTOR** shall administer the execution of the work described herein and coordinate and oversee the work of all **SUBCONTRACTORS**. All provisions contained in this Agreement regarding the execution and administration of this Agreement shall be included in subsequent Agreements between the **CONTRACTOR** and any **SUBCONTRACTORS** wherever applicable. All invoicing and reporting shall comply with the policies and procedures of the **COUNTY** as specified in this Agreement
- 2. SLBE Compliance:** The **CONTRACTOR** shall maintain records and provide appropriate reporting in order to comply with the requirements of the SLBE Program.
- 3. Maintenance of Records:** As a part of the overall project management, the **CONTRACTOR** shall maintain all documentation (Administration, Outreach, Right-of-Way, Design, and Permitting) pertinent to the overall **Program** and the individual projects in an orderly and up-to-date fashion throughout the term of the agreement. All records shall become property of the **COUNTY** at the conclusion of contract
- 4. Scheduling:** The **CONTRACTOR** shall maintain and revise the **Program** Schedule as needed and provide regular updates to the **COUNTY**. The **CONTRACTOR** shall coordinate the scheduling of the **Program** deliverables with the PDT through the **COUNTY's** representative.
- 5. References:** References made to **COUNTY** standards, policies, ordinances, etc. within in this Scope of Work are based on the effective date of this Agreement. Any significant changes to these references may substantially alter the scope of work required of the **CONTRACTOR**.
- 6. Program Status Meetings:** Meetings will be conducted regularly and additional meetings as necessary within the DRP Team throughout the duration of this agreement in order to coordinate the individual tasks and to provide an opportunity for the key team members to review the incremental progress of the **Program**.

7. Coordination with the COUNTY:

- a. **Transportation Department:** The management of the **Program** will include coordination with **COUNTY** Transportation Department staff and the PDT throughout the term of the Agreement. The **CONTRACTOR** will coordinate and lead a monthly progress meeting with representatives from the **COUNTY**. For each meeting, the **CONTRACTOR** will provide an agenda, progress reports, updated **Program** Schedule, updated **Program** Paving Plan, and a summary of the meeting.
- b. **Other COUNTY Staff:** The management of the **Program** will include coordination with other **COUNTY** staff. The **CONTRACTOR** shall coordinate and attend all meetings deemed necessary for successful completion of the **Program** or deemed necessary by the **COUNTY**. Prior to each meeting coordinated by the **CONTRACTOR**, the **CONTRACTOR** will prepare a draft agenda and distribute it to designated participants for preparation and comment. The **CONTRACTOR** will provide the **COUNTY** with a final agenda and meeting summary for each meeting coordinated by the **CONTRACTOR**.
- c. **Committee and Council Meetings:** The **CONTRACTOR** shall provide adequate personnel to attend administrative and governmental meetings as necessary for the successful completion of the **Program**. Attendance at County Council Dirt Road Ad Hoc Committee shall be mandatory, attendance at other meeting shall be at the direction of **COUNTY** staff, these shall include: Transportation Ad Hoc Committee meetings as well as Full Council workshops and meetings when relevant items are included on the published agenda. Whenever possible and appropriate, the **CONTRACTOR** shall assist **COUNTY** staff in responding to questions from the public or elected officials arising during the course of these meetings.

Assumptions:

- 1. *Monthly progress meetings with Transportation Department (24 Meetings)*
- 2. *Quarterly meetings with other County Staff (8 Meetings)*
- 3. *Monthly Committee meetings (30 Meetings)*
- 4. *Semi-Monthly Council Meetings*
- 5. *Reimbursable Expenses Reimbursable Expenses : Reimbursable Expenses Reimbursable Expenses shall be reimbursed at actual cost of items that are required to be purchased and are necessary for the completion of a task, and shall be supported by receipts.*

Deliverables:

- 1. *Agendas and meeting summaries*
- 2. *Progress reports*

3. *Program Schedule and Paving Plan updates*
4. *Presentations to other County Staff*
5. *Presentations to County Council and Dirt Road Paving Committee*
6. *Approved Quality Management Program*
7. *Preliminary Flow Chart of Activities and Milestone Schedule*

- 8. Coordination with the Public:** When requested by the **COUNTY**, the **CONTRACTOR** shall prepare and make presentations regarding the Program to Stakeholders, Civic Clubs, and other public groups. The **CONTRACTOR** shall provide adequate personnel to attend these public meetings. The **CONTRACTOR** shall assist the **COUNTY** in responding to questions regarding the **Program** arising from interest by the public.

Assumptions:

1. *Prepare for and conduct/attend 8 meeting*

Deliverables:

1. *Presentations to Civic Clubs and other public meetings*

- 9. Internship Program:** The **CONTRACTOR** will participate in the **COUNTY**'s internship program. The **COUNTY** will be responsible for selection and assignment of an intern to participate in the **DRP Program**. The intern will participate in and contribute to real work and tasks associated with the **DRP Program** as assigned by the Program Manager. **CONTRACTOR** shall be responsible for quality of all task performed by interns..

Assumptions:

1. *An intern will be assigned to the **DRP Team** full-time for a total of no more than twelve (12) consecutive or non-consecutive weeks per year.*

- 10. Program Database:** The **CONTRACTOR** will further develop the Property Owner database developed during the **LNTP** into a master project database describing the various phases of each individual Project within the **Program**. This database will provide a summary status of each project phase to include Outreach, Informed Consent, Right-of-Way Acquisition, Design and Permitting, Final Submittal for Letting, and any Construction Support provided. The **CONTRACTOR** will coordinate the work of the **DRP Team** to ensure that the Program Database is regularly updated and maintained throughout the various phases of the Program. Access to the **Program Database** will be provided to the **COUNTY**.

- 11. Payment:** The work performed under this section shall be paid monthly as a lump sum item included in each pay application to the **COUNTY**. Reimbursable Expenses shall be reimbursed at actual cost of items that are required to be purchased and are

necessary for the completion of a task, and shall be supported by receipts. Travel expense shall not be included as Reimbursable Expenses and assumed in the lump sum total for each task.

B. Initial Project Scoping

- 1. Initial Project Scoping and Master Schedule Development:** Upon notice-to-proceed, the **CONTRACTOR** shall perform a preliminary field examination of all authorized projects included in the Program. Based on this examination and the prioritized roads list provided by the **COUNTY** the **CONTRACTOR** shall develop a preliminary flow chart of activities and a preliminary milestone schedule to guide the progress of the overall **Program**. This schedule shall be submitted to the County for approval and will be regularly revised and updated throughout the life of the **Program**.

- 2. Payment:** The work performed under this section shall be paid as a one-time lump sum item upon approval of the Preliminary Schedule by the **COUNTY**. Reimbursable Expenses shall be reimbursed at actual cost of items that are required to be purchased and are necessary for the completion of a task, and shall be supported by receipts.

Task 2 Public Involvement / Outreach

A. Customer Service

- 1. Public Relations Plan:** The **CONTRACTOR** shall continue implementation of the DRP Communications and Public Involvement Outreach Plan previously developed as part of the LNTP. This Plan will outline the process for communicating information to and from property owners and other DRP Stakeholders during the implementation of the **Program**. The Plan will set forth communications strategies which will establish and maintain positive responsive rapport with stakeholders and minimize conflict in order to achieve a successfully implemented DRP **Program**. All Public Involvement information and materials will be approved by the **COUNTY** prior to dissemination to the Public.

- 2. Comments and Questions from the Public:** The **CONTRACTOR** will be available for follow up calls and correspondence regarding questions and comments received from residents pertaining to the DRP and its implementation. The **CONTRACTOR** will follow up to comments received during the DRP outreach meetings. The **CONTRACTOR** will assist the **COUNTY** in following up to questions and comments related to the DRP **Program** submitted directly to the **COUNTY** or through the PDT. The **COUNTY** will forward questions and comments regarding the **Program** received from the public via the PDT phone number directly to the Program Manager.

- 3. Property Database:** The **CONTRACTOR** will regularly update the property database with information acquired during the performance of Public Involvement / Outreach tasks.
- 4. Payment:** The work performed under this section shall be paid monthly as a lump sum item included in each pay application to the **COUNTY**. Reimbursable Expenses shall be reimbursed at actual cost of items that are required to be purchased and are necessary for the completion of a task, and shall be supported by receipts. Travel expense shall not be included as Reimbursable Expenses and assumed in the lump sum total for each task.

B. Public Outreach Meetings

- 1. Public Meetings:** The **CONTRACTOR** will conduct outreach meetings within each Council District to determine interest by Property Owners in having roads paved and to update the Public on the progress of the **Program**. Outreach tasks will be performed in accordance with **COUNTY**'s Low Volume Dirt Road Paving Ordinance as amended as of the date of this agreement.
- 2. Program Manager:** The **CONTRACTOR**'s Program Manager, or his designee, will attend all Public Outreach meetings and will respond to questions arising as a result of Public Outreach efforts.
- 3. Pre-Meeting Materials:** Prior to each outreach meeting, the **CONTRACTOR** will distribute direct mail meeting notices, which may be a letter, flyer or post card, that will be sent to targeted residents in each districts where the meetings will be held. The **Consultant** will also develop, distribute and post notices in churches, recreational centers, and community centers in the surrounding communities where the public information meetings are to be held.
- 4. Press Release:** The **CONTRACTOR** will develop a press release to advertise the public outreach meetings and the **Consultant** with work in collaboration with the **COUNTY** to ensure that the press release is distributed to the appropriate media outlets.
- 5. Meeting Location:** The **CONTRACTOR** will locate and secure a site for the public information meetings in each District in consultation with the **COUNTY staff** any applicable fees associated with meeting location shall be a reimbursable expense, and shall be approved in writing by **COUNTY** prior to payment of such fee. **COUNTY shall have final approval for each meeting location, date and time.**
- 6. Meeting Materials:** The **CONTRACTOR** shall provide marketing materials to be distributed during the outreach meetings and will include a color information brochure, sign in sheets, maps and appropriate renderings, a power point

presentation, consent denial forms, and comment forms. All meetings will be recorded and a summary report will be prepared for submission to the **County**.

- 7. Payment:** The work performed under this section shall be paid as lump sum for each Public Outreach Meeting conducted during the period included in the pay application to the **COUNTY**. Reimbursable Expenses shall be reimbursed at actual cost of items that are required to be purchased and are necessary for the completion of a task, and shall be supported by receipts. Travel expense shall not be included as Reimbursable Expenses and assumed in the lump sum total for each task.

Assumptions:

- Conduct Twenty (20) Outreach Meeting during the initial term of this contract
- Press Release to Advertise Twenty (20) Public Outreach Meetings
- Produce and distribute 350 flyers per meeting
- Direct Mailing in District for each Meeting
- Produce all materials (Displays, handouts, etc) for meetings.

C. Informed Consent/Denial

- 1. Property Database:** The **CONTRACTOR** shall maintain a database of property information for all parcels contiguous to the roads within the **Program**. The **CONTRACTOR** will regularly update this database with information acquired during the public meetings, courthouse research and easement acquisition performed for each project. **CONTRACTOR** shall provide updated Property Database to **COUNTY** monthly and identify changes/modification from previous month in a manner approved by **COUNTY**.
- 2. Notice to Property Owners:** The **CONTRACTOR** shall draft and send a certified letter to all property owners contiguous to projects that have been elevated on the **COUNTY** dirt road paving list that were not originally included in the scope of work performed under the LNTP. This letter will provide general information (schedules, typical roadway sections, and contact information) to the property owners and include an approved *Informed Consent/Denial* form to be returned by the property owners. The certified letter and *Informed Consent/Denial* form shall be in the name of and signed by the **COUNTY's** Transportation Director or his designee.
- 3. Follow up to Property Owner Notification:** The **CONTRACTOR** will review results from Public Outreach efforts and only begin preliminary design on roads that qualify for paving in accordance with the Low Volume Dirt Road Ordinance as amended as of the date of this agreement (i.e. – less than 25% of property owners have declined to voluntarily participate in the program). The **CONTRACTOR** shall provide recommendation on each road to move forward with design or move road to the

bottom of district priority list. Design shall not commence until directed by COUNTY.

4. **Road Removal Notification:** All property owners shall be notified within Sixty (60) days of Consent/Denial letters being mailed if a road is moved to the bottom of the priority list. The COUNTY shall approve a form letter to be used for all notifications pertaining to this item. The **CONTRACTOR** shall mail the approved notification to the affected property owners and shall be reimbursed for Direct Expenses incurred. No additional payment shall be made for Road Removal Notification.
5. **PAYMENT:** Payment for Informed Consent/Denial shall be made as a Lump Sum payment per parcel identified as contiguous to the project and upon posting the Certified Letter packet to be delivered. Reimbursable Expenses shall be reimbursed at actual cost of items that are required to be purchased and are necessary for the completion of a task, and shall be supported by receipts. Travel expense shall not be included as Reimbursable Expenses and assumed in the lump sum total for each task.

Deliverables:

1. *Monthly updates to Property Owner database*
2. *Recommendation summary for additional roads not included in LNTP.*

Task 3 Right of Way Services

Right-of-Way Acquisition

1. The **CONTRACTOR** shall provide Right-of-Way acquisition services as needed for the Program. New Right-of-Way shall be acquired "fee simple gratis" in the name of Richland County in accordance with the *Richland County Right-of-Way Policy Section 2: Richland County Projects* (ROW Manual). Condemnation will not be used to acquire new Right-of-Way for the Program.
2. **Right-of-Way Record:** The Right-of-Way agent shall maintain a permanent record of negotiations and documents for each parcel to include:
 - a. Correspondence with the property owner
 - b. Internal correspondence with the **CONTRACTOR**
 - c. Correspondence with the **COUNTY**
 - d. Title Opinion
 - e. Right-of-Way Exhibits
 - f. Signed Title to Real Estate
 - g. Signed social security form
 - h. Any releases for encumbrances
 - i. Letter indicating that the Owner has refused to grant Right-of-Way to the **COUNTY**

3. **Plan Review and Site Visit:** The Right-of-Way manager will physically visit each project site with the Engineering Manager and COUNTY representative to review the project requirements and proposed Right-of-Way plans.
4. **Title Investigations / Opinions:** A title attorney shall provide a 40 year title investigation and Opinion in order to establish property ownership in accordance with the ROW Manual.
5. **Preliminary Contact:** ROW agents will initiate contact with the property owner as soon as possible after receiving the Title Opinion by mailing a preliminary contact letter to the owner. The agent will meet the owner on site when applicable to discuss the project and the acquisition process.
6. **Right-of-Way Staking:** If necessary, the Right-Of-Way manager may direct the **CONTRACTOR's** Survey Manager to stake the existing and proposed right-of-way limits prior to an additional on-site meeting with the property owner.
7. **Right-of-Way Exhibits:** Right-of-Way exhibits shall be prepared by the **CONTRACTOR** in accordance with the SCDOT *Instructional Guide for Rights of Way Exhibits* on "Legal" size paper and provide these exhibits to the ROW Manager for negotiations. Exhibits will be revised as necessary based on negotiations.
8. **Negotiations:** The necessary Right-of-Way will be acquired for this Program "gratis". Upon acceptance of the offer, the agent will process the title to real estate and obtain the property owner's signature.
9. **Appraisals:** Appraisals are not anticipated to be required for this Program. If an appraisal is required to secure new Right-of-Way, the **COUNTY** will be notified in order to obtain approval for this work to be performed for an additional fee.
10. **Transfer of Title:** The agent will prepare and obtain execution of conveying title to **COUNTY** and the documents will be recorded with the Register of Deeds. Executed and recorded documents will be provided to the **COUNTY**. Title will be acquired in fee simple and will be conveyed to the **COUNTY** free and clear of liens and encumbrances except where permitted by the **COUNTY**.
11. **No Agreement:** The **CONTRACTOR** shall make every possible effort to secure agreement with the property owner. If the property owner refuses to grant right-of-way, the agent shall notify the Program Manager who will coordinate with the Engineering Manager, Right-of-Way Manager, and **COUNTY** to determine if an engineering solution will allow the project to continue. With approval by the **COUNTY**, revisions to the Plans and Construction Documents will be made.
12. **Certification:** Upon completed acquisition of all property required for the project, the Right-of-Way Manager will provide the **COUNTY** with a certification statement for its approval that all required right-of-way has been properly acquired and the project is ready to be advertised for construction. The Right-of-Way Manager will also submit the Right-of-Way Record for each parcel acquired for the project to the **COUNTY**.

13. **Payment:** Payment shall be made to the **CONTRACTOR** on a per tract basis in accordance with the Rate Table attached in Exhibit J. These rates are all inclusive and no other payment shall be made.

Task 4 Engineering

A. Engineering Services

Road Design

1. The **CONTRACTOR** shall conform to the following design standards and guidelines:
 - The **COUNTY's** Standard Specifications for Dirt Road Paving.
 - The **COUNTY's** Standard Drawings for Road Construction;
 - AASHTO Guidelines.
 - Other applicable jurisdictional design guidelines.
 - Exemptions and deviations from these standards will be approved by the **COUNTY** prior to implementation.
2. **Independent Projects:** The **CONSULTANT** shall perform separate investigations and engineering for each project included in the **Program**. This will include the preparation of individual project deliverables, including Construction Drawings, for each road in order for the **COUNTY** to let the projects for construction (individually or in packages) independent of any other projects.
3. **Survey:** The **CONTRACTOR** will perform the required survey of the project area as needed for design and construction plans. The survey will be utilized to execute the proper design, design calculations, and permitting for the Project.
 - a. The Survey will include the following:
 - i. Project control.
 - ii. Existing field topography. (e.g., topography, grand trees >10", existing structure features,).
 - iii. Locate all structures and above ground utilities within 10 ft beyond the proposed right-of-way limits. For estimating purposes assume that the proposed right-of-way shall be 50 ft wide (25 ft from centerline).
 - iv. Locate all trees (Greater than 10" in diameter), shrubs, fences, driveways, and other encroachments within the proposed right-of-way.
 - v. Locate all drainage features (e.g., bodies of water, open channels, channel slopes, channel cross-sections, existing drainage appurtenances).
 - vi. All drainage pipes shall be located and elevations, type and sizes of pipes shall be provided.
 - vii. Locate all delineated wetlands.
 - viii. Survey and profile all existing outfall ditches 500 ft

- ix. Survey and provide existing centerline stationing and cross-sections at 100 foot intervals and at every grade break. Cross-sections shall extend at least 10 feet beyond the proposed right-of-way line and shall include the center and edges of the road, and the top and bottom of ditches.
 - x. Locate existing roadway location. Adequately locate existing property corners such that existing property lines and right-of-way can be established.
 - xi. Existing landmarks.
 - xii. Property Research.
 - xiii. Existing right-of-way markers, lines.
- b. The **CONTRACTOR** shall perform this work in a manner that will meet or exceed the requirements set forth in the Standards of Practice Manual for Surveying in the State of South Carolina, as well as all requirements set forth in the South Carolina Department of Transportation Preconstruction Survey Manual. All surveying services performed will be tied into the South Carolina State Plane coordinate system and will be based on NAD '83 (Zone 3900) horizontal datum and NAVD '88 vertical datum.
- c. The **CONTRACTOR** shall provide 24" x 36" reproducible base mapping illustrating existing conditions and topography, including the locations of all items surveyed prior to beginning preliminary design.

Deliverables:

- 3. *Electronic (PDF) copy of Survey Base Map*
 - 4. *Upon completion of the Survey tasks, Design shall be deemed 10% complete for the purpose of payment.*
4. **Preliminary Plans and Design Field Review (DFR):** The **CONTRACTOR** will prepare preliminary plans to the extent necessary to perform an on-site review to determine if the design criteria and horizontal and vertical alignments meet the scope of the project in order to move forward with design. The **COUNTY** will assign a representative to the DFR team with the ability to make field decisions. The preliminary plans shall be a continuation of the survey base map and contain sufficient details of pertinent physical features to illustrate the design that will include:
- a. Geometric control (vertical and horizontal)
 - b. Reference points
 - c. Controlling Design Criteria (design speed, horizontal alignment min radii, vertical alignment K values, maximum grade, superelevation, stopping sight distance, clear zone)
 - d. Typical sections
 - e. Plan and profile sheets for roadways and intersections showing information necessary to permit construction stakeout and to indicate and delineate details necessary for construction. Profile shall be shown in the plans at a scale of 1" = 5' vertically and 1" = 20' horizontally to match scale of plans.
 - f. Construction limits

- g. Right-of-Way (present and proposed)
- h. Development of a preliminary storm drainage plan and type, size, invert elevation and location of major storm drainage features including outfall ditches, sediment basins and roadway ditches
- i. Preliminary cross-sections at 100 feet interval on tangents and 50 feet intervals on curves
- j. Approximate location of geotechnical testing locations
- k. Verification of Present Right of Way on Plans in accordance with SCDOT Instructional Bulletin No. 2012-2 with effective date of July 9, 2012
- l. Right-of-Way Data Sheet including tract numbers, ownership information, computation of existing parcel area and other notes.
- m. Proposed right-of-way strip maps
- n. Preliminary summary of quantities
- o. In developing preliminary plans, the **CONTRACTOR** will conform as much as possible to existing roadway alignments, profiles, and geometric designs.
- p. The **CONTRACTOR** will submit the preliminary plans to the **COUNTY** along with a request to schedule the DFR. Following the field review, the **CONTRACTOR** will provide a summary of field revisions to the **COUNTY** for concurrence. The **COUNTY** will provide the **CONTRACTOR** any additional comments.
- q. Preliminary Plans shall be approved after all comments and field revisions have been addressed.
- r. Approved Preliminary plans will serve as the base documents for further refinement into the right-of-way plans.

Assumptions:

- 1. *County will provide adequate staff to conduct design reviews and provide comments.*
- 2. *County's review and comment period for preliminary plans will not exceed five (5) business days per Plan Set.*
- 3. *All comments will be made in writing.*

Deliverables:

- 1. *The **COUNTY** will be provided preliminary plans for their review and comment.*
- 2. *Upon approval of Preliminary Roadway Plans, Design shall be deemed 30% complete for the purpose of payment.*

- 5. **Geotechnical Engineering:** The **CONTRACTOR** will provide to the **COUNTY** the following for geotechnical services (which are not a Reimbursable Expense):
 - a. The **CONTRACTOR** will develop geotechnical engineering services for the roadways on each project separately. This will include subsurface investigation and geotechnical engineering reports.

- b. The **CONTRACTOR** will investigate alternative pavement designs and make a recommendation to the **COUNTY** for any proposed alternatives. No more than one mix design per road for cement-modified bases and sub-bases will be performed without written approval by the **COUNTY**.
- c. **Testing Locations:** All testing locations will be located along the proposed alignment of the roadway. The testing locations will be chosen to assure that the entire construction area is adequately explored.
- d. **Field Investigation:** Proposed final testing locations shall be determined by the **CONTRACTOR** and shall be in conjunction with a preliminary exploration plan. If desired, the **CONTRACTOR** shall provide copies of the proposed subsurface exploration plans to the **COUNTY** prior to initiation of field work for review and acceptance. Locations of actual testing locations will be approximated by GPS coordinates to be shown on the Plans.
- e. **Laboratory Testing:** The lab will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. The laboratory investigation is to include, as a minimum, the following:
 - i. Particle Size Distribution (ASTM D422 & D1140 or AASHTO T11 & T27)
 - ii. Liquid Limit and Plasticity Index (ASTM D4318 or AASHTO T89 & T90)
 - iii. Soil Classification (ASTM D2487 or AASHTO M145)
 - iv. California Bearing Ratio (ASTM 1883 or AASHTO T193)
- f. **Geotechnical Engineering Report:** A geotechnical engineering report will be developed for the purpose of recommending a base pavement design, alternative pavement designs, and for use in the evaluation of earthwork quantities. The final geotechnical report shall be issued prior to the Final Plans for each project. The final geotechnical reports shall be forwarded to the **COUNTY**.

Deliverables:

1. *Electronic (PDF) copy of final Geotechnical Engineering Report*
6. **Right-of-Way Plans:** The **CONTRACTOR** will further develop the Preliminary Roadway Plans previously approved by the **COUNTY** to the extent necessary to define the limits of construction, roadway drainage requirements, and the impact of the project to the adjacent properties. In addition to the information contained in the approved Preliminary Plans, the Right-of-Way Plans submittal shall include:
- a. Geotechnical Report
 - b. Pavement Design shown on typical sections
 - c. Verification of Present Right of Way on Plans in accordance with SCDOT Instructional Bulletin No. 2012-2 with effective date of July 9, 2012

- d. Proposed right-of-way strip maps
- e. Completed Right-of-Way data sheets including proposed new right-of-way acquisition areas
- f. All easements and right-of-way required for construction and implementation of the Sediment and Erosion Control Plan shown on the plans
- g. Drainage facilities and structures shown on the plans
- h. Non-standard major driveway grades and tie-ins
- i. Additional cross-sections as necessary to construct the project
- j. Revised summary of quantities
- k. Right-of-Way Plans shall be approved after all comments have been addressed. Upon approval, the **COUNTY** shall issue a certification statement authorizing the acquisition of new Right-of-Way.
- l. Approved Right-of-Way plans will be further developed and serve as the base documents for refinement into the final construction plans.

Assumptions:

- 1. **COUNTY** will provide adequate staff to conduct design reviews and provide comments.
- 2. **County's** review and comment period for right-of-way plans will not exceed five (5) business days per Plan Set.
- 3. All comments will be made in writing.

Deliverables:

- 1. The **COUNTY** will be provided right-of-way plans for their review and comment. An additional field review may be performed at the request of the **COUNTY**.
- 2. Upon completion of Geotechnical Task and approval of Right-of-Way Plans, Design shall be deemed 65% complete for the purpose of payment.

7. **Permitting**

- a. **Field Delineation of Wetlands and Environmental Permitting:** Environmental permits and certifications governing activities that impact or discharge into Waters of the State or US may be required in order to comply with State and Federal Law. If Waters of the US or of the State are preliminarily identified to be located within the new road right-of-way or are anticipated to be impacted by the proposed project, the **CONTRACTOR** will notify the **COUNTY**, and a Contingency Funds request will be submitted to the **COUNTY** for the cost associated with the preparation of a Jurisdictional Determination package and, if applicable, a permit package. The **COUNTY's** current wetland determination and permitting procedures and policies will be followed. All permit applications shall be submitted in the **COUNTY's** name to USACE or SCDHEC as appropriate. The **COUNTY** will be responsible for the payment of all fees associated with the permitting process as assigned by the relevant agencies. In the event that a secured permit is likely to expire prior to the completion of construction, the

CONTRACTOR will notify the **COUNTY**, and a Contingency Funds request will be submitted to the **COUNTY** for the costs associated with the renewal/extension of the permit.

- b. **Land Disturbance Permit:** Coverage under the NPDES General Permit for Construction Activities "Land Disturbance Permit" will be required for all road construction projects. Application for this permit is in the form of a Notice of Intent (NOI) and may require a Stormwater Pollution Prevention Plan (SWPPP) package. The **CONTRACTOR** will prepare and submit the NOI and SWPPP to the **COUNTY** for review. The **COUNTY** Transportation Director, or designee, shall serve as SWPPP Preparer for the purposes of this permit. Submittal packages will be in accordance with SCDHEC and **COUNTY** permitting procedures and policies. **CONTRACTOR** will provide technical assistance as needed during the permitting review process as required. All permits shall be issued in the **COUNTY's** name. The **COUNTY** will be responsible for the payment of all fees associated with the permitting process as assigned by the relevant agencies. In the event that a secured permit is likely to expire prior to the completion of construction, the **CONTRACTOR** will notify the **COUNTY**, and a Contingency Funds request will be submitted to the **COUNTY** for the costs associated with the renewal/extension of the permit.
- c. **Coordination with SCDOT:** Permits will be required for all work performed within SCDOT right-of-way. The **CONTRACTOR** will prepare and submit an Encroachment Permit package in accordance with SCDOT policies and procedures and will coordinate with SCDOT to acquire encroachment permits where necessary. All permits shall be issued in the **COUNTY's** name. In the event that a secured permit is likely to expire prior to the completion of construction, the **CONTRACTOR** will notify the **COUNTY**, and a Contingency Funds request will be submitted to the **COUNTY** for the costs associated with the renewal/extension of the permit.

Deliverables:

- 1. *Electronic (PDF) copies of draft permit submittal packages will be submitted two weeks prior to final submittal for **COUNTY** review*
 - 2. *One (1) hard copy and an electronic (PDF) copy of Permit Approvals will be submitted to the **COUNTY**.*
8. **Utility Coordination:** The **CONTRACTOR** shall have the responsibility of coordinating the Project development with all utilities that may be affected. These services shall be performed by individuals skilled and experienced in utility coordination services.
- a. The **CONTRACTOR** shall design the Project to avoid conflicts with utilities where possible, and minimize impacts where conflicts cannot be avoided.

- b. The **CONTRACTOR** shall initiate early coordination with all utility companies that are located within the Project limits.
- c. The **CONTRACTOR** shall provide the utility companies with design plans as soon as the plans have reached a level of completeness adequate to allow the utility provider to fully understand the Project impacts.
- d. The **CONTRACTOR** shall coordinate and conduct a preliminary review meeting with the utility companies to assess and explain the impact of the Project to the companies. The **COUNTY'S** Project Manager and Utilities Manager (or designee) shall be included in this meeting.
- e. The **CONTRACTOR** shall research the prior rights of each utility company's facilities. If there is a dispute over prior rights with a utility, the **CONTRACTOR** shall be responsible for resolving the dispute and making a recommendation to the **COUNTY**.
- f. The **CONTRACTOR** shall prepare and submit to the **COUNTY**, a Preliminary Utility Report that includes a listing of all utility companies located within the project limits and a preliminary recommendation as to the extent of each company's prior rights. This report shall also include a preliminary assessment of the impact to each company as can best be determined at the time, as well as a determination of the feasibility of early utility relocations that may begin prior to the start of construction.
- g. The **CONTRACTOR** shall be responsible for collecting the following from each utility company that is located within the project limits: Relocation Sketches including letter of "no cost" where the company does not have a prior right; Utility Agreements including cost estimate and relocation plans where the company has a prior right; and Letters of "no conflict" where the company's facilities will not be impacted by the Project.
- h. The **CONTRACTOR** shall prepare and maintain a compilation of all utility relocation plans on one set of the project plans. These plans (U-sheets) will be used during the project development, and the final set may be included in the final construction documents for information only and will reference the actual relocation plans prepared by the utility.

Deliverables:

1. *Preliminary Utility Report*
2. *Final Utility Report and U-Sheets*
3. *Prior rights documentation*
4. *Recommendation that project is ready for letting with regards to utilities*

9. Hydrology and Drainage Design: The **CONTRACTOR** will complete all hydraulic

studies and prepare associated documents for the project. The **CONTRACTOR** will perform all aspects of the drainage design including invert elevations for all longitudinal ditches, closed storm drainage systems and cross-line culverts. Channel stability and capacity will be checked for all roadside ditches.

- a. The **CONTRACTOR** will complete all aspects of the drainage design to include ditch, storm sewer, scour, culverts, and bridges. Also, the **CONTRACTOR** will provide sediment and erosion control plans in conjunction with the construction process, and prepare and submit a Stormwater Management Report.
- b. In the event that the roadway construction will require the design of a bridge or bridge-sized culvert, the **CONTRACTOR** will notify the **COUNTY**, and a Contingency Funds request will be submitted to the **COUNTY** for the costs associated with this work.
- c. Any FEMA floodway studies or reports will also be submitted if necessary. If a FEMA floodway study or report is required for construction of one of the projects, a Contingency Funds request will be submitted to the **COUNTY** for the costs associated with this work.
- d. All hydraulic design and documents will be in compliance with **COUNTY'S** Hydraulic Design Standards, **COUNTY** Standard Drawings, National Pollution Discharge Elimination System (NPDES) regulations, Federal Emergency Management Agency (FEMA) Regulations, South Carolina Stormwater and Sediment and Erosion Control regulations, and South Carolina State Law.

Deliverables:

1. *Electronic (PDF) copy of final Stormwater Management Report*

10. Final Roadway Construction Plans: shall be prepared as described herein. The approved Right-of-Way plans will be further developed into final roadway plans consisting of:

- a. A cover sheet showing a location map, and vicinity map showing project limits, index of drawings, project length, and NPDES Permit Information
- b. Summary of Quantities: The **CONTRACTOR** will prepare quantity calculations for items of work depicted in the plans. Each bid item will be assigned an item number in coordination with the **COUNTY**. Item Number, Description, Unit, and Quantity will be depicted on the summary of quantities sheet.
- c. Moving Items and Removal & Disposal Items: The **CONTRACTOR** will prepare the moving items and removal and disposal items sheets based on the list provided by the **CONTRACTOR'S** Right-of-Way manager based on agreements

with property owners during right-of-way acquisition.

- d. Typical roadway sections for the mainline and crossroads for each significant change in section. These sections will show dimensions, a pavement schedule, and the stations over which the section applies. Also, the minimum Design Speed Criteria, and any exceptions (horizontal and vertical) to this criteria, should be shown in a box located in the lower right-hand corner of the first typical section sheet only;
- e. Details, including applicable **COUNTY** standards, and additional clarifying construction details. The **CONTRACTOR** will prepare details for items of work not provided in the **COUNTY'S** Standard Details
- f. Property Layout Sheets will depict all parcels of property to be acquired as right of way, and will be assigned a parcel number, the property owner identified (name and tax map reference number), and areas of property obtained and remaining indicated. The entire parcel of property from which right of way is to be acquired will be shown. Reduced scale property parcel drawings will be used as appropriate. Should, during the course of right of way acquisition, changes be necessary which affect right of way, these revisions will be promptly made and identified to those implementing right of way appraisal and acquisition.
- g. Right of way data sheets, and a tabulation of drainage structures and pipes;
- h. General Construction Note / Inclusion Items: The **CONTRACTOR** will prepare a general construction note sheet with inclusion items. Inclusion items will include those items not clearly depicted in the plans and items for use at the discretion of the **COUNTY**.
- i. Geometric Reference Data Sheet
- j. Roadway and drainage plan/profile sheets, at a scale of 1 inch equals 20 feet horizontal, and 1 inch equals 5 feet vertical, showing existing conditions, existing utilities (from field survey or information received from utility owners), location of geotechnical testing locations, survey baseline, proposed centerline, edge of pavement, curb and gutter, curb and gutter profiles, medians, sidewalks, driveways, construction limits, drainage, right-of-way, control of access, and easements. Proposed horizontal and vertical geometry will also be shown
- k. Erosion Control Plans and Data Sheet illustrating appropriate details for construction
- l. Construction Staging and Maintenance of Traffic Plans as necessary

- m. Pavement Marking and Signing Plans in accordance with standard **COUNTY** specifications, and the Manual on Uniform Traffic Control Devices (MUTCD) as necessary
- n. U-Sheets for information only
- o. Cross-sections, at 100-foot intervals on tangents and 50-foot intervals on curves at a scale of 1 inch equals 5 feet, showing the existing ground line, proposed template, pavement depth, curb and gutter, sidewalks, and cut and fill earthwork volumes. The final roadway template should show the finished roadway surface on the appropriate cross slopes (normal crown, fully or partially super-elevated) and the level of the top of subgrade;
- p. Final Roadway Construction Plans shall be approved after all comments have been addressed.

11. Quality Control and Quality Assurance (QA / QC)

- a. **CONTRACTOR** shall develop a QA/QC protocol, from the **CONTRACTOR'S** existing quality control procedures, for use in the development of construction plans and specifications to ensure all personnel understand their roles and implement procedures to guarantee quality projects.
- b. A representative from the QA/QC team will be present at the DFR.
- c. The QA/QC Team will implement and enforce the quality control plan which will be job specific. Checklists will be used to ensure plan accuracy and computations will be checked by peers. The QA/QC Team will perform routine audits to ensure that the QC measures are being followed throughout the design. Additionally, the QA/QC Team will perform independent QA reviews of the plans prior to the construction phase. The QA/QC Team will report directly to the Program Manager to increase accountability.

Assumptions:

- 1. **County** will provide appropriate staff to conduct design reviews and provide comments.
- 2. **County's** review and comment period for Final Construction Plans will not exceed five (5) working days per Plan Set
- 3. All comments will be made in writing.

Deliverables:

- 1. Electronic (PDF) set of Draft Construction Plans will be submitted two weeks prior to final submittal to **COUNTY** review.

2. *Upon completion of Permitting Task, Hydrology and Hydraulic Design Task, Utilities Coordination Task, and initial approval of Final Construction Plans, Design shall be deemed 95% complete for the purpose of payment.*

12. Plans, Specifications and Estimate:

- a. **Final, Signed Construction Plans:** The **CONTRACTOR** will provide signed and sealed copies of the approved Final Construction Plans.
- b. **Cost Estimates/Quantities:** A final cost estimate will be provided upon approval of the Final Construction Plans. The estimate will include costs of construction and any utility relocations and further coordination.
- c. **Specifications and Special Provisions:** The **CONTRACTOR** shall prepare special provisions for those items of work not covered in the **COUNTY's** Standard Specifications or existing Standard Special Provisions.

Deliverables:

1. *Upon approval, One (1) full-sized set of bound, and one (1) electronic file of signed and sealed Construction Plans, Special Provisions, and Construction Cost Estimate shall be provided to the **COUNTY**. Electronic files will be submitted in PDF, DGN, and DWG formats. Final construction plans, when submitted, shall become property of the Richland County.*
2. *Upon completion of Plans, Specifications and Estimate task, Design shall be deemed 100% complete for the purpose of payment.*

13. **Payment:** The work performed under this section shall be paid for on a percent complete basis of the agreed upon cost per road design, as specified, for each project milestone completed for each individual Roadway Design project during the period included in the pay application to the **COUNTY**. Reimbursable Expenses shall be reimbursed at actual cost of items that are required to be purchased and are necessary for the completion of a task, and shall be supported by receipts. Travel expense shall not be included as Reimbursable Expenses and assumed in the lump sum total for each task.

B. Construction Services

1. **Construction Services:** The **CONTRACTOR** will provide the following support services during the Construction Phase on a per-occurrence basis at the request of the **COUNTY**. This section does not include revisions that shall be deemed errors and/or omissions on part of the **CONTRACTOR**. A **COUNTY** representative will be responsible for providing requests for the following Construction Services to the **CONTRACTOR**:

4/17/2015

- a. Contractor shop drawing reviews (35%)
 - b. Responses to contractor questions/RFIs (15%)
 - c. Plans Revisions as necessary (50%)
2. **Payment:** Any and all work performed under this section shall be paid in accordance to the corresponding percentages above out of the agreed per road lump sum for each Project that Construction Services were requested during the period included in the pay application to the **COUNTY**. Reimbursable Expenses shall be reimbursed at actual cost of items that are required to be purchased and are necessary for the completion of a task, and shall be supported by receipts. Travel expense shall not be included as Reimbursable Expenses and assumed in the lump sum total for each task.

Assumptions:

1. *Construction Services will be requested for no more than 30% of the completed projects. Work for any additional roadway projects shall be performed with approval of the **COUNTY** at the line item cost each and paid for in accordance with the Contingency Section.*
2. *Scope of Work does not include Construction Management or Construction Engineering & Inspection (CE&I).*

Task 5 Contingency

1. **Contingency: Contingency funds shall be used at the sole direction of COUNTY**

SERVICES OF THE COUNTY

The **COUNTY** agrees to provide to the **CONTRACTOR**, at no additional cost, the following:

1. Access to all reports, data, and information in possession of the **COUNTY**, which may prove pertinent to the work such as GIS data and existing plans.
2. Existing policies and procedures of the **COUNTY** with reference to geometrics, standards, specifications, and methods pertaining to all phases of the **CONTRACTOR's** work.
3. Applicable **COUNTY** ordinances
4. Computer media, as available of all pertinent **COUNTY** standard drawings to be modified from which plan sheets may be prepared by the **CONTRACTOR**.
5. Unit cost data for similar type projects as may be available from the **COUNTY**.
6. Copies of plans for similar type construction as may be available from the **COUNTY**.
7. If necessary, composition and placement of legal advertising for access to the property in the project area for surveys, geotechnical borings, and field visits associated with design investigations for the projects.
8. Exact project termini for all projects included on the Prioritized Dirt Road Paving List.
9. **COUNTY** will provide Right of Way Easement template.

EXHIBIT D

(Richland County Dirt Road Ranking List)

TO

PROGRAM MANAGEMENT AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

And

DENNIS CORPORATION,

For

THE DIRT ROAD PAVING TEAM

PROGRAM DEVELOPMENT, PROGRAM MANAGEMENT,

AND OTHER SERVICES

Relating to The

RICHLAND COUNTY

**SALES TAX TRANSPORTATION IMPROVEMENT
PROGRAM**

DISTRICT 1 - Mr. Malinowski

Rank	Road Name	Length (Ft)	Rank	Road Name	Length (Ft)	Rank	Road Name	Length (Ft)
Projected Funding (2015 - 2018)			52	Muddy Ford Rd	4,287.93	Under Construction Contract		
1	Amenity Ct	246.50	53	Pink Dailey Rd	1,238.02	2014 - Package C		
2	Amick Dr	161.41	54	Back Acres Rd	3,729.05		Tiger Paw Ln	930.41
3	Riddle Landing Rd	334.77	55	River Bottom Rd	1,894.98		Cedar Grove Ln	1,571.79
4	Cabin Cove Rd	251.48	56	Will Richardson Rd	1,298.91	Paving Refused by Property Owner		
5	Summer Haven Dr	910.12	57	Uldeen Sites Rd	2,025.90		Alley Rd	1,243.24
6	Pebble Shore Rd	824.90	58	Sease Road	680.08		Jim Eleazer Rd	353.93
7	Manus Rd	370.95	59	Old Farm Ln	1,729.24		George Addy Rd	4,356.23
8	Anna Sites Rd	426.07	60	Mount Olivet Church Rd	4,216.42		River Oaks Rd	3,509.75
9	George Lowman Rd	483.02	61	Lowman Rd	2,113.79			
10	Miller Rd	244.08	62	Bob Dorn Rd	4,290.98			
11	Haven Cir	1,349.01	63	Pasa Fino Dr	1,824.46			
12	Hermes Rd	247.07	64	Holly Bickley Rd	4,031.26			
13	Bailey Slice Rd	754.86	65	Wes Bickley Rd	2,585.17			
14	Mrs Mack's Rd	1,159.31	66	Guise Rd	2,981.83			
15	Julian Addy Cir	573.82	67	Calvin Koon Rd	1,964.94			
16	Eastview Dr	861.47	68	Owens Lowman Rd	2,436.72			
17	Ken Webber Rd	1,772.79	69	Annie Adkins Rd	3,718.07			
18	Sid Eargle Rd	1,519.89	70	Lynn McCartha Rd	2,902.90			
19	Hrinda Way	608.80	71	Eichelberger Rd	1,244.26			
20	Broad Bluff Ct	611.10	72	Geiger Rd	2,081.76			
21	Howard Coogler Rd	2,818.48	73	Hopewell Cemetery Rd	1,298.88			
22	Ollie Dailey Rd	974.77	74	George Eargle Rd	3,897.25			
23	Henry Clark Rd	1,554.03	75	Jack Stoudemayer Rd	6,112.95			
24	Willard Bouknight Rd	1,043.23	76	Quattlebaum Rd	1,377.49			
25	Wilbur Bickley Rd	749.08	77	Rocky Ridge Rd	2,769.84			
26	Buddy Eargle Rd	1,701.50	78	Holladay Rd	2,363.81			
27	Jim Addy Rd	573.35	79	Bookie Richardson Rd	3,039.35			
28	Ralph Counts Dr	769.84	80	Rocky Meadows Rd	2,550.37			
29	Peachtree Dr	393.50	81	Jabo Corley Rd	2,050.36			
30	Timmons Rd	1,380.30	82	Wateree Creek Rd	1,589.06			
31	Walter McCartha Rd	800.60	83	Johnny Sites Rd	1,632.69			
32	Thelma Hicks Rd	631.13	84	Harry Derrick Rd	2,776.22			
33	Shady Grove Church Rd	423.03	85	Oscar Amick Rd	1,914.54			
34	Lum Rd	1,730.34	86	Sites Bottom Rd	1,442.67			
35	Broad Bluff Pt	653.61	87	Sam Bradshaw Rd	4,509.28			
36	Stone House Rd	4,059.57	88	Hub Eargle Rd	1,713.24			
37	George Chapman Rd	455.98	89	Edward Amick Rd	2,576.48			
38	Tall Oaks Dr	919.03	90	Pat Ellisor Rd	3,596.05			
39	Strawberry Ridge Ln	930.67	91	Carrie Shealy Rd	4,742.27			
40	Wayne McCaw Rd	2,620.55	92	Mike Eleazer Rd	2,891.79			
41	Bakersland Road	2,023.45	93	Alcorns Rd	1,932.39			
42	Miller Eleazer Rd	786.31	94	Olin Sites Rd	3,950.14			
43	Miles Bowman Rd	2,637.57	95	Freshly Shoals Rd	2,285.63			
44	Jessie Derrick Rd	2,112.72	96	Dr Pinner Rd	1,291.04			
45	Silas Corley Rd	1,089.21	97	Derrick Pond Rd	1,641.50			
46	Huggins Ave	825.63	98	Creek Rd	1,835.98			
47	Jessie Stoudemayer Rd	1,389.59	99	Joe Meetze Rd	4,478.81			
48	Sid Bickley Rd	1,738.64	100	Burdell Fuller Rd	2,556.37			
Unfunded			101	John Eleazer Rd	6,411.95			
49	Jacquelyn Powers Cir	1,163.81	102	Burley Meetze Rd	704.46			
50	Stanley Fort Rd	297.38	103	McLeod Rd	2,831.00			
51	Peppers Rd	899.94	104	Fulmer Bottom Rd	4,472.20			

- Roads may be packaged for construction in a manner that is most advantageous to Richland County..
- Roads will be removed if:
 - aisement is denied
 - 25% of property owners deny consent to pave per ordinance Section 21-20

DISTRICT 2 - Ms. Dickerson

Rank	Road Name	Length (Ft)	Rank	Road Name	Length (Ft)	Rank	Road Name	Length (Ft)
Projected Funding (2015 - 2018)			50	Lever Rd	4,366.04	Under Construction Contract		
1	Elton Walker Rd	2,354.44	51	Hendrix Knoll Rd	1,820.83	2014 - Package C		
2	Minger Rd	702.46	52	Willie Peake Cir	1,459.96		Cliff Anderson Rd	269.01
3	Walters Trl	759.33	53	McDonald Ln	1,131.13		Zachary Lane	494.16
4	Della Mae Ct	1,416.15	54	Camp Agape Rd	1,139.67		Annie Entzminger Ct	700.14
5	Jasper Lykes Ln	648.87	55	Persimmon Fork Rd	6,478.53		Winterwood Court	1,297.43
6	Allen Kelly Ct	749.99	56	Will Frick Rd	2,062.25			
7	La Brew Dr S	1,057.51	57	Hornsby Rd	2,086.96	South Paving Extension		
8	Paul Rd	612.42	58	Bell Gatson Rd	835.12		Larkin Ct	916.58
9	Entzminger Rd	949.27	59	Cook Rd	1,689.17			
10	Earheart Road	489.88	60	Dan Entzminger Rd	1,315.44			
11	Lorick Rd	339.07	61	Forbes Rd	1,324.03			
12	Edward View Rd	2,760.19	62	Taylor Chapel Rd	7,435.86			
13	Wages Rd	1,244.55	63	Claude Bundrick Rd	8,393.79			
14	London Ave	356.96	64	Dipsy Do Rd	1,400.71			
15	Net Dean Rd	2,170.03	65	Lambert Ln	2,844.14			
16	Twin Ponds Rd	1,999.44	66	Chester Rd	2,856.30			
17	Emma Rd	1,305.52	67	Cool Stream Rd	957.85			
18	Braziel Hill Rd	1,708.43	68	EJW Rd	5,270.17			
19	Lacaya Rd	1,533.18	69	Hinnant Rd	3,360.63			
20	Kelly Cir	1,367.13	70	Pickett Hill Rd	1,459.31			
21	Suber Rd	592.51	71	Gunter Cir	4,034.15			
22	Bettys Ln	599.04	72	Abell Rd	2,119.42			
23	Shadow Mist Ln	2,048.12	73	Old Gunter Rd	1,595.29			
24	Russ Brown Rd	5,751.39	74	Cedar Hill Rd	2,714.55			
25	N Hask Jacobs Rd	1,908.67	75	Hiram Allen Rd	3,882.28			
26	George Robertson Rd	1,558.19	76	Scott Ridge Ln	1,133.86			
27	Breazio Rd	678.01	77	Salleys Ln	2,848.39			
28	Hobart Rd	457.01	78	Frank Dale Rd	2,286.30			
29	Maggie Hipp Rd	465.05	79	Old Winnsboro Rd	1,147.16			
30	Carrison St	939.24	80	Boatwright Rd	4,848.31			
31	Johnny Lorick Rd	1,182.59	81	Nipper Creek Rd	1,218.92			
32	Wilcox Rd	1,424.56	82	N Washington Rd	3,086.30			
33	Wilson Cir	2,497.71	83	Faunas Rd	3,160.62			
34	Graddick Rd	1,770.58	84	Corley Rd	3,164.58			
35	Wil Stel Trl	507.23	85	Abell Rd	634.56			
36	Daffodil Ln	1,290.04	86	Hyman Ln	2,094.35			
37	ME Cunningham Rd	549.99	87	Clamp Rd	12,482.05			
38	Bruton Rd	4,411.68	88	Lilton Rd	3,301.74			
39	Roy Corbett Rd	1,106.40	89	Carrie Hollins Rd	1,659.99			
Unfunded			90	Cool Stream Rd	866.43			
40	Hardy Entzminger Rd	2,227.24	91	Tobacco Barn Rd	2,748.07			
41	Jordan Rd	836.99	92	Entzminger Path	964.32			
42	Macs Pond Road	866.29	93	Dobson Rd	1,972.38			
43	Rufus Miles Rd	4,354.12	94	Moore Rd	2,483.96			
44	Willie McCants Rd	875.08	95	Boyle Hill Rd	1,903.66			
45	Tidwell Rd	1,805.12	96	Will Douglass Rd	2,490.90			
46	Marion Trapp Rd	1,513.81	97	Hinnant Bottom Rd	3,079.88			
47	Heyward Brockington Ct	617.19	98	Locklier Rd	11,748.62			
48	Marie Cir	1,275.02	99	Romeo Johnson Rd	1,103.50			
49	Trapp Ln	339.96						

1. Roads may be packaged for construction in a manner that is most advantageous to Richland County..
2. Roads will be removed if:
 - a) easement is denied
 - b) 25% of property owners deny consent to pave per ordinance Section 21-20

DISTRICT 3 - Mr. Jeter

Rank	Road Name	Length (Ft)
Projected Funding (2015 - 2018)		
1	Fairwold St	107.49
2	Hall St	171.22
3	Faust St	563.62
4	Cadia Dr	648.71
Unfunded		
5	Bluebird Dr	1,134.94
6	N Chelsea Rd	2,749.27
7	Collins Dr	1,146.68
Paving Refused by Property Owner		
	Hanson Ave	598.02

1. Roads may be packaged for construction in a manner that is most advantageous to Richland County..
2. Roads will be removed if:
 - a) easement is denied b) 25% of property owners deny consent to pave per ordinance Section 21-20

DISTRICT 4 - Mr. Livingston

Rank	Road Name	Length (Ft)
Projected Funding (2015 - 2018)		
1	W Miriam Ave	217.95
2	Crest St	167.28
Unfunded		
3	Frost Mill Road	3,215.16
Under Construction Contract		
South Paving Extension		
	Lavender St	374.64

1. Roads may be packaged for construction in a manner that is most advantageous to Richland County..
2. Roads will be removed if:
 - a) easement is denied
 - b) 25% of property owners deny consent to pave per ordinance Section 21-20

DISTRICT 5 - Mr. Rose

Rank	Road Name	Length (Ft)
Projected Funding (2015 - 2018)		
1	Youngs Chapel Church Rd	338.26
2	Normandy Rd	212.32
3	Youngs Chapel Church Rd	214.63
4	Redbud Dr	283.29
Unfunded		
5	Hampshire Drive	378.39
6	Jefferson Allen Dr	1,386.44
7	Brevard St	1,603.42

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2. Roads will be removed if:
 - a) easement is denied
 - b) 25% of property owners deny consent to pave per ordinance Section 21-20

DISTRICT 6 - Mr. Pearce

NO DIRT ROADS IN DISTRICT 6

DISTRICT 7 - Mr. Rush

Rank	Road Name	Length (Ft)	Rank	Road Name	Length (Ft)	Rank	Road Name	Length (Ft)
Projected Funding (2015 - 2018)			Unfunded			Under Construction Contract		
1	Carrie Anderson Rd	339.69	33	Wooten Rd	2,017.74	2014 - Package B		
2	Roosevelt Rd	442.64	34	J C Trapp Rd	2,056.75		Tammy Dr	463.90
3	Dawning Ln	790.50	35	Whispering Pines Rd	892.16		Prestley Dr	1,274.28
4	Hattie Rd	423.72	36	New Free Hope Church Rd	639.54		Harold St	1,378.20
5	S Hask Jacobs Rd	877.22	37	Dozier Ln	1,332.34		Peafowl Drive	854.57
6	Jeter St	356.05	38	Cherry Blossom Ln	1,388.08		Ted St	886.13
7	Larger St	1,933.86	39	Boomer Rd	1,418.02		William Duffie Rd	2,537.67
8	Jilda Dr	505.50	40	Pioneer Rd	713.86		India St	1,307.86
9	Goff Rd	673.37	41	Nature Road	2,157.53		Ethels Ave	1,056.99
10	Lincoln Rd	686.20	42	Crawford Rd	756.89		Pilgrim Rd	2,500.22
11	Rockerfella Ln	1,455.91	43	Donald St	781.93		Townsend St	192.20
12	Summer Crest Rd	310.66	44	Lib Lucas Rd	1,176.50	2014 - Package D		
13	New Hope Dr	1,131.82	45	Red Hill Rd	2,099.54		Boylston Rd	1,811.74
14	Valarie Rd	1,516.88	46	Darby St	432.95	South Paving Contract Extension		
15	Ashbury St	1,578.05	47	Blythebrook Rd	1,313.99		Allen St	492.54
16	Sassafras Rd	1,241.02	48	Eastover St	877.95		Eastover St	361.03
17	High Valley Trl	4,770.21	49	Albert Allen Rd	1,761.15	Paving Refused by Property Owner		
18	Barbara Dr	976.01	50	Eisenhower Dr	448.50		Dorichlee Ln	1,338.77
19	Wessinger Ln	1,575.77	51	Bowling Ave	471.99			
20	Wild Goose Rd	789.40	52	Old Fairfield Rd	1,955.84			
21	Mount Pilgrim Church Rd	797.45	53	Lever Acres Rd	2,486.75			
22	Bisbane Rd	603.93	54	Skyview Dr	998.08			
23	Davis Smith Rd	1,415.70	55	Brockington Acres Road	1,029.07			
24	Snow Rd	1,037.60	56	Pindo Palm Ln	1,038.24			
25	Sara Matthews Rd	2,087.09	57	N Ellison Rd	2,343.74			
26	Sam Dubard Rd	1,490.72	58	Whispering Pines Rd	1,964.14			
27	Governor Pond Rd	2,012.86	59	Green Cedar Drive	1,395.22			
28	Swygart Ln	966.40	60	Pond Valley Rd	2,252.16			
29	Jilda Dr	509.02	61	Mount Valley Rd	9,048.44			
30	Lonesome Pine Trl	763.55	62	Olga Rd	1,508.17			
31	Keithwood Ln	1,801.50	63	Zacks Playhouse Rd	858.65			
32	Slab Pile Rd	773.26	64	Corley Ford Rd	877.04			
			65	Killian Baptist Cemetery Rd	1,200.36			
			66	Alta Vista Rd	4,987.41			
			67	Hilltop Dr	1,734.90			
			68	Old Oak Drive	283.48			

1. Roads may be packaged for construction in a manner that is most advantageous to Richland County..
2. Roads will be removed if:
 - a) easement is denied b) 25% of property owners deny consent to pave per ordinance Section 21-20

DISTRICT 8 - Mr. Manning

Rank	Road Name	Length (Ft)
Projected Funding (2015 - 2018)		
1	Kneece Rd	2,022.26
2	Barney Ln	1,043.44
Unfunded		
3	Tat Rd	2,259.83
4	Bombing Range Pt	843.68
5	Cleaton Rd	754.55
6	Bush Rd	1,825.48

1. Roads may be packaged for construction in a manner that is most advantageous to Richland County..
2. Roads will be removed if:
 - a) easement is denied
 - b) 25% of property owners deny consent to pave per ordinance Section 21-20

DISTRICT 9 - Ms. Dixon

Rank	Road Name	Length (Ft)
Projected Funding (2015 - 2018)		
1	Jouster St	624.86
2	Westchester Ave	1,123.23
3	Nassau Dr	702.51
4	Archer Ave	2,005.15
5	Laura Ln	1,090.55
6	Tuck Ct	1,225.71
7	Bow String Rd	1,837.15
8	Vallenga Rd	1,833.16
9	Adams Pond Rd	1,822.52
10	Sandy St	1,097.40
11	Casa Loma St	377.03
12	Melton Rd	1,888.54
13	Nature Trl	2,169.65
Unfunded		
14	Spears Creek Church Lane	928.91
15	Line Rd	1,647.46
16	Turnipseed Rd	2,361.46
17	Bowman Ave	2,477.39
18	Earline Rd	1,629.06
19	Sand Farm Trl	3,765.55
20	County Line Trl	4,235.65
21	Bud Keef Rd	4,564.48
22	Paupers Ln	656.66
Under Construction Contract		
2014 - Package C		
	Polk St	760.47
	Cheek St	761.23
	Sarah St	758.61
	Griggs St	761.44
	Clayton St	761.03
2014 - Package D		
	Dunes Pt	542.90
	Overlook Dr	4,198.68
South Paving Extension		
	Pierce Rd	769.31

1. Roads may be packaged for construction in a manner that is most advantageous to Richland County..
2. Roads will be removed if:
 - a) easement is denied
 - b) 25% of property owners deny consent to pave per ordinance Section 21-20

DISTRICT 10 - Mr. Washington

Rank	Road Name	Length (Ft)	Rank	Road Name	Length (Ft)	Rank	Road Name	Length (Ft)	Rank	Road Name	Length (Ft)
	Projected Funding (2015 - 2018)										
1	Tucker Town Ct	298.95	52	Flitrock Arch	556.31	103	Gillwood Rd	3,319.77	155	Sandy Wood Rd	3,783.12
2	Mary St	272.25	54	Hampton Williams Rd	2,921.78	104	Olis Richardson Rd	1,282.31	156	Sam Harris Rd	1,917.28
3	Meadlins Dr	659.91	55	Pearltop Ln	1,405.32	106	Whistle Top Rd	5,589.06	157	Westvaco Rd	8,837.39
4	Jackson Rd	475.10	56	S Roy Rd	939.81	107	Timbelside Rd	3,443.06	158	Appleton Ln	4,673.63
5	Ehrlich St	586.14	57	Yelton Ln	945.01	108	Ladson Loop	1,307.12	159	James Watson Rd	7,777.78
6	Smith Myers Rd	1,527.43	58	Brown Rd	950.00	109	Old Ferry Rd	2,301.01	160	Wild Plum Trl	2,629.09
7	Dy Branch Way	4,123.96	59	Neal Furgess Ln	714.36	110	Z C Clarkson Rd	8,448.29	161	Touchberry Rd	6,530.89
8	Wood Cone Trl	1,574.08	60	William Janie Sims Cir	2,151.35	111	Dave White Rd	2,392.44	162	Pine Thicket Rd	13,763.65
9	Robert James Rd	932.82	61	Klaylor Rd	1,218.51	112	Roger Meyers Rd	957.41	163	Rainey Webber Rd	3,563.93
10	Sandhill Estates Rd	1,540.76	62	NE Shady Grove Rd	2,932.89	113	Misty Meadow Rd	2,394.86	164	Stackleather Rd	808.30
11	S Scott Rd	2,879.75	63	Edmonds Farm Rd	2,726.35	114	Flemming Creek Rd	1,928.81	165	Blakeley Rd	512.91
12	Mickens Road	408.49	64	Harriet Dr	503.54	115	Tillinghast Rd	4,071.92	166	Rosa Lee Dr	443.89
13	Bluff Oaks Rd	438.54	65	Goodside Rd	1,250.10	116	South Bluff Lane	1,586.01	167	Willowby St	589.85
14	Hastings Aly	551.34	66	Tally Adams Rd	2,332.50	117	Pingewood Rd	5,290.67	168	Two Rivers Rd	1,975.36
15	Calvin Mays Rd	1,721.96	67	Adams Scott Rd	3,430.47	118	Branning Dr	1,066.61	169	John Goodwin Lane	1,455.17
16	Pine Thicket Cir	540.20	68	Halthcock Rd	2,188.78	119	Alice Johnson Rd	2,140.86	170	Caldwell James Rd	7,288.95
17	Henry Thomas Rd	684.43	69	Lateasha Rd	2,184.80	120	Lettie Ln	1,169.74	171	Estes Swamp Rd	2,124.70
18	Goffman Rd	3,981.51	70	House Cir	1,644.51	121	Old Isaac Rd	1,216.49		Under Design Contract	
19	Lyles Maple St	976.29	71	Amrick Ln	278.66	122	Pat Garrick Rd	6,428.09		CDBG	
20	House Rd	977.42	72	Pineboro Lane	1,679.68	123	BB James Rd	1,291.37		Simons Weston Rd	695.79
21	Barberville Loop	1,492.93		Unfunded		124	Tupelo Farms Rd	1,960.59		Pleasant Grove Ln	698.16
22	Taylor Arch Rd	918.84	73	Lassiter Jacobs Rd	4,046.70	125	McKinley Scott Ln	1,960.84		Sumpter Rd	700.38
23	Old Creek Rd	1,105.78	74	S Crosshill Cir	2,025.25	126	Tucker Rd	6,810.22		P R Webber Rd	1,164.88
24	S Perkins Rd	1,592.58	75	Sara Neal Rd	1,166.11	127	Kittys Ln	1,393.63		Under Construction Contract	
25	Goodwin Way	1,597.84	76	Chappel Creek Ln	2,121.17	128	Baychester Rd	3,562.54		South Paving Extension	
26	Coley Rd	1,620.60	77	Dowdy Place Ln	917.13	129	Hick Hill Rd	1,446.24		Kirk Rd	256.86
27	Robert McKenzie Rd	2,610.21	78	Percival Woods Rd	1,546.21	130	Harold C Hill Rd	6,114.10			
28	Smithcreek Rd	1,308.71	79	C Flemming Rd	940.04	131	S Cutters	768.93			
29	Nathan Ridge Ln	1,809.41	80	Martin Rd	1,260.36	132	Adams Hayne Rd	3,137.11			
30	Old Palmetto Cir	1,966.37	81	Garrick Rd	3,839.96	133	Simet Rd	1,576.41			
31	Ravenbrook Rd	832.34	82	Sumter Valley Rd	1,962.75	134	Bareshill Rd	818.00			
32	Anderson Street	694.40	83	Heape Rd	4,308.64	135	Wolfe Rd	1,697.88			
33	Jackson Park Rd	1,399.34	84	Sims Creek Rd	2,378.39	136	Mendenhall Rd	3,513.52			
34	Lillie Rosa Cir	889.83	85	Lykesland Trl	8,503.24	137	Goodson Rd	906.59			
35	Spring Creek Rd	3,082.48	86	Stroy Rd	2,074.55	138	Selph Rd	3,774.84			
36	Frasier St	939.38	87	David Goodwin Rd	1,383.68	139	Sam Grant Rd	2,897.78			
37	Doretha Ln	1,127.67	88	Harry Green Rd	1,041.20	140	Gatehill Rd	3,884.91			
38	Sulton Johnson Rd	2,459.09	89	Harbot Rd	2,145.17	141	Horse Pen Branch Ln	1,009.94			
39	Gene Dr	570.90	90	Anderson Portee Rd	1,437.67	142	Spring Hope Rd	2,020.85			
40	Willow Wind Rd	3,239.69	91	Drayton Flemming Rd	2,901.82	143	Meeting House Rd	4,104.04			
41	Country Place Ln	1,152.95	92	S Goodwin Cir	4,036.13	144	Godspeed Rd	4,625.95			
42	Kingsman Rd	976.78	93	Elise Grant Rd	1,892.36	145	Screaming Eagle Rd Ex	33,800.60			
43	H L Clarkson Rd	2,390.97	94	Railbrook Rd	2,662.73	146	White House Rd	10,863.76			
44	Friend Way Rd	1,850.85	95	Garners Ferry Way	4,946.07	147	Rabon Croft Rd	1,218.95			
45	Pricoleau Rd	2,935.45	96	Andrews Rd	1,531.40	148	Terrapin Woods Rd	2,457.17			
46	Wilson McCoy Rd	1,888.69	97	Millies Rd	3,462.12	149	Addison Rd	1,271.24			
47	George Washington L	840.23	98	Andrews Rd	2,699.47	150	Hercules Smith Rd	5,393.16			
48	Sumpter Loop	1,681.79	99	Willie Kelly Rd	1,182.34	151	Vero Rd	2,777.25			
49	Ravenbrook Rd	1,684.38	100	George Wilson Cir	1,182.80	152	Scott Point Ln	1,596.98			
50	South Dr	1,697.60	101	McGee Rd	1,213.41	153	N Line Rd	5,082.20			
51	Poe St	1,084.62	102	Pathway Rd	827.41	154	Garden Stuart Rd	7,010.14			

1. Roads may be packaged for construction in a manner that is most advantageous to Richland County.
 2. Roads will be removed if:
 a) easement is denied b) 25% of property owners deny consent to pave per ordinance Section 21-20

DISTRICT 11 - Mr. Jackson

Rank	Road Name	Length (Ft)	Rank	Road Name	Length (Ft)
Projected Funding (2015 - 2018)			46	Lake Dogwood Cir N	3,603.25
1	Willa Dr	469.81	47	Watermelon Hill Ln	5,997.99
2	SE Sedgewood Rd	455.79	48	Old Leesburg Rd	5,337.19
3	Grant Rd	1,129.04	49	Dominion Hills Trl	2,440.29
4	Cyrus Weston Rd	183.94	50	Lake Dogwood Cir S	1,043.04
5	Brawley Rd	371.68	51	Revere Rd	1,131.39
6	Pringle Rd	427.82	52	Swinton Dr	607.34
7	Deloach Dr	335.95	53	Century Oaks Ln	3,754.11
8	Meadow Ln	1,043.28	54	Oak Hill Ln	2,090.32
9	Merrylane Rd	465.33	55	Oak Hill Rd	4,167.82
10	Kepper Drive	3,263.21	56	Fauline Rd	1,946.69
11	Lakeview Rd	2,092.21	57	Gus Ln	995.95
12	Saddlemount Dr	452.89	58	Rick-Shaw Rd	2,005.32
13	McDowell Ln	1,547.01	59	Essie Bell Rd	2,231.68
14	Rosa Wilson Rd	940.24	60	Harmon Garcia Rd	1,177.29
15	Rocky Rd	948.53	61	Deepwood Ln	2,631.91
16	Archie Rd	895.27	62	N Bellewood Ln	1,481.67
17	Billie Jacobs Rd	537.50	63	Benson Rd	4,067.04
18	Goff Field Ln	3,089.10	64	Hawkinshurst Ln	3,346.20
19	Eastwind Rd	971.71	Under Construction Contract		
20	Goff Pond Rd	1,228.17	2014 - Package C		
21	Lake Dogwood Cir S	823.66		Christy Creek Ct	775.52
22	Cornell Adams Run	2,529.69	South Paving Extension		
23	Pineview Rd	1,276.40		Summer Wind Dr	1,183.43
24	Barkley Rd	1,291.32		Wilson Farm Rd	979.81
25	Saddlemont Ln	650.95	Paving Refused by Property Owner		
26	Wider Rd	666.67		Hillside Cir	2,849.76
27	Dogwood Shores Ln	2,241.65		Cherry Ln	597.81
Unfunded					
28	Pond Arch Rd	1,122.44			
29	Wattsland Rd	2,577.94			
30	Old Leesburg Rd E	3,650.92			
31	Blue Johnson Ct	1,305.74			
32	Joiner Rd	840.15			
33	Old Leesburg Rd	5,672.30			
34	John Ammons Rd	2,851.52			
35	Harmon Way	2,300.77			
36	Kirkbrook Dr	1,658.02			
37	Scotch Pine Rd	1,013.39			
38	Circle Dr	2,109.79			
39	Old Leesburg Rd	5,637.54			
40	Butler Rd	707.92			
41	Pond Dr	768.32			
42	Crosscreek Ln	1,649.35			
43	Doctor Dr	2,530.02			
44	Sherlock Ln	1,723.74			
45	October Dr	1,347.47			

1. Roads may be packaged for construction in a manner that is most advantageous to Richland County..
2. Roads will be removed if:
 - a) easement is denied
 - b) 25% of property owners deny consent to pave per ordinance Section 21-20

EXHIBIT E

(Contractor's Personnel Rate Schedule)

TO

PROGRAM MANAGEMENT AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

And

DENNIS CORPORATION,

For

THE DIRT ROAD PAVING TEAM

PROGRAM DEVELOPMENT, PROGRAM MANAGEMENT,

AND OTHER SERVICES

Relating to The

RICHLAND COUNTY

**SALES TAX TRANSPORTATION IMPROVEMENT
PROGRAM**

February 27, 2015

Ref: Certified Hourly Rate Calculations

<u>Position</u>	<u>2 week Salary</u>	<u>Hourly Rate</u>	<u>Multiplier</u>	<u>Rate Schedule</u>
Program Manager	\$6,346.15	\$79.33	3	\$237.99
Deputy PM	\$4,230.77	\$52.88		\$158.64
Principal	\$3,846.16	\$48.08		\$144.24
Principal Eng.	\$4,230.77	\$52.88		\$158.64
Proj. Controls	\$4,230.77	\$52.88		\$158.64
Sr. Eng.	\$2,961.54	\$37.02		\$110.06
Engineer	\$2,500.00	\$31.25		\$93.75
Eng. Tech.	\$1,903.85	\$23.80		\$71.40
Survey Director	\$2,500.00	\$31.25		\$93.75
Survey (2 Man)	Hourly	\$45.00		\$135.00
Utility Coord.	\$2,538.46	\$31.73		\$95.19
Tech. Asst.	\$2,500.00	\$31.25		\$93.75
Clerical(Frank's)	Hourly	\$31.74		\$95.22

1800 Huger Street • Columbia • South Carolina • 29201 • Ph 803-252-0991 • Fax 803-733-6787



EXHIBIT F

(Contractor's Reimbursable Expense Schedule)

TO

PROGRAM MANAGEMENT AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

And

DENNIS CORPORATION,

For

THE DIRT ROAD PAVING TEAM

PROGRAM DEVELOPMENT, PROGRAM MANAGEMENT,

AND OTHER SERVICES

Relating to The

RICHLAND COUNTY

**SALES TAX TRANSPORTATION IMPROVEMENT
PROGRAM**

Direct Expenses

1. Travel

A. Transportation/ Mileage:

Site Visits:	0	visits @	0	miles/ visit	0
Mileage	0	veh @	0	miles/ mo.	0

Total Mileage: 0 miles @ \$0.56 /mile= \$0.00

B. Lodging: 0 nights @ \$85.00 /night= \$0.00

C. Meals: 0 meals @ \$30.00 /meal= \$0.00

2. Information Technology

A. Desktop Computer

0 ea @ \$2,000.00 /comp = \$0.00

B. Software

Office 365	0	ea @	\$60.00	/mo =	\$0.00
Civil 3D	0	ea @	\$2,200.00	/ea =	\$0.00
Primavera P6	0	ea @	\$2,500.00	/ea =	\$0.00

C. Office Internet

0 month @ \$150.00 /month : \$0.00

D. Smart Phone

0 ea @ \$200.00 /phone : \$0.00

E. Monthly Data

0 ea @ \$125.00 /month : \$0.00

F. Dedicated Program Server

0 ea @ \$15,000.00 /ea = \$0.00

3. Postage

A. Certified Mail	0	@	\$7.00	/ea=	\$0.00
B. Express Mail	0	@	\$25.00	/ea=	\$0.00
B. Regular Mail	0	@	\$0.60	/ea=	\$0.00

4. Reproductions

Description	No.		\$ Per		
8 1/2 x 11 sheets (b&w)	0	X	\$0.15	=	\$0.00
8 1/2 x 11 sheets (color)	0	X	\$0.75	=	\$0.00
11 x 17 color copies	0	X	\$1.00	=	\$0.00
24 x 36 plots	0	X	\$3.50	=	\$0.00
Letters to Public	0	X	\$2.00	=	\$0.00
Monthly Progress Reports	0	X	\$125.00	=	\$0.00
Program Brochure	0	X	\$2.75	=	\$0.00
Program Poster	0	X	\$2.75	=	\$0.00
Mounted Rendering 24X36	0	X	\$50.00	=	\$0.00

5. Other

Description	No.		\$ Per		
Geotechnical Lab Tests	0	X	\$1,000.00	=	\$0.00
	0	X	\$0.00	=	\$0.00
	0	X	\$0.00	=	\$0.00
	0	X	\$0.00	=	\$0.00
	0	X	\$0.00	=	\$0.00

EXHIBIT H

(List of SLBE Subcontractors and SLBE Subcontract Amounts)

TO

PROGRAM MANAGEMENT AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

And

DENNIS CORPORATION,

For

THE DIRT ROAD PAVING TEAM

PROGRAM DEVELOPMENT, PROGRAM MANAGEMENT,

AND OTHER SERVICES

Relating to The

RICHLAND COUNTY

**SALES TAX TRANSPORTATION IMPROVEMENT
PROGRAM**

Exhibit H

No.	Firm	Base Contract Fees & Directs	LNTP Fees and Directs	Total DRP Program Contract Fees and Directs	% Goal	% Actual
1	Dennis Corporation	\$1,968,278	\$128,330	\$2,096,608	50%	50%
2	The Tolleson Limited Company	\$834,757	\$3,886	\$838,643	20%	20%
3	J.B. Ladner	\$367,000	\$52,322	\$419,322	10%	10%
4	P.J. Noble & Associates	\$395,676	\$107,510	\$503,186	12%	12%
5	Mizell & Associates, LLC	\$163,649	\$4,080	\$167,729	4%	4%
6	Strategic Business & Politics	\$161,209	\$6,520	\$167,729	4%	4%
		\$3,890,567	\$302,648	\$4,193,215	100%	100%

Notes:

1. Fees shown are payment for work associated with scope as authorized by Richland County Staff.
2. Fees for Subcontractors are payment for work associated with scope specifically authorized and directed by Dennis Corporation.
3. DRP-SLBE Participation Commitment Form (Part B) narrative describes the scope of work to be performed by Subcontractors.
4. If Scope requested of Subcontractors is declined, or if the work performed by Subcontractors is non-conforming, Dennis Corporation reserves the right to perform the scope of work as the Prime Contractor, assign the work to existing Team Subcontractors, or assign the work to new Team Subcontractors.
5. No timetable has been established for the work associated with any scope task, as described in Exhibit A – Dirt Road Paving Program Base Contact Fee. The scheduling of specific tasks, as described in Exhibit A – Dirt Road Paving Program Base Contact Fee, shall be coordinated by Dennis Corporation with the approval of County Staff.
6. Additional tasks assigned to Team Subcontractors may be authorized by Dennis Corporation with the approval of Richland County Staff.
7. Right of Way scope of work shall be paid for per-tract based on the approved rate table, as described in Exhibit J – Dirt Road Paving Program Rights of Way Acquisition Services. The execution of these tasks, as described in Exhibit J – Dirt Road Paving Program Rights of Way Acquisition Services, shall be performed as authorized by Richland County and directed by Dennis Corporation.

EXHIBIT I

(SLBE Certifications)

TO

PROGRAM MANAGEMENT AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

And

DENNIS CORPORATION,

For

THE DIRT ROAD PAVING TEAM

PROGRAM DEVELOPMENT, PROGRAM MANAGEMENT,

AND OTHER SERVICES

Relating to The

RICHLAND COUNTY

**SALES TAX TRANSPORTATION IMPROVEMENT
PROGRAM**



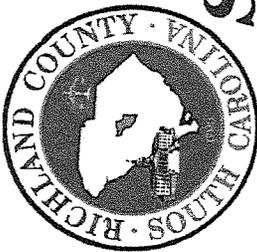
***Certified
Richland County
Small Business Enterprise***

Dennis Corporation

**Certification No. E-14-408
Valid Until September 18, 2016
NAICS: 541330
Certified for: Engineering Services**

Justine Jones, MPP, MPA
Assistant Director of Small Local Business Enterprises Program

Issued: September 18, 2014



***Certified
Richland County
Small Business Enterprise***

Mizzell & Associates, LLC

**Certification No. P-14-316
Valid Until August 21, 2016
NAICS: 541613**

Certified for: Marketing Consulting Services

Justine Jones, MPP, MPA
Assistant Director of Small Local Business Enterprises Program

Issued: August 21, 2014



***Certified
Richland County
Small Business Enterprise***

J.B. Ladner & Associates, LLC

Certification No. Z-14-602

Valid Until July 2, 2016

NAICS: 541614

Certified for: Process, Physical Distribution, and Logistics Consulting Services

Justine Jones, MPP, MPA

Assistant Director of Small Local Business Enterprises Program

Issued: July 2, 2014



**Certified
Richland County
Small Business Enterprise**

P.J. Noble & Associates, Inc.

Certification No. P-14-302

Valid Until July 2, 2016

NAICS: 541820

Certified for: Public Relations Agencies

Justine Jones, MPP, MPA

Assistant Director of Small Local Business Enterprises Program

Issued: July 2, 2014



***Certified
Richland County
Small Business Enterprise***

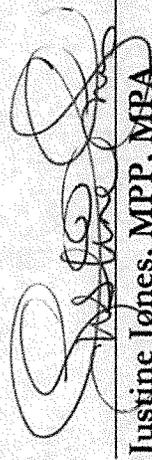
The Tolleson Limited Company

Certification No. P-14-310

Valid Until July 2, 2016

NAICS: 541330

Certified for: Engineering Services


Justine Jones, MPP, MPA

Assistant Director of Small Local Business Enterprises Program

Issued: July 2, 2014

EXHIBIT J

(Right of Way Exhibit)

TO

PROGRAM MANAGEMENT AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

And

DENNIS CORPORATION,

For

THE DIRT ROAD PAVING TEAM

PROGRAM DEVELOPMENT, PROGRAM MANAGEMENT,

AND OTHER SERVICES

Relating to The

RICHLAND COUNTY

**SALES TAX TRANSPORTATION IMPROVEMENT
PROGRAM**

**Rights of Way
Acquisition Services
Dirt Road Paving Program**

RC-Q-2014-DRP

As of 3/12/2015

Category	R/W Acquisition per Parcel Fee	Negotiations	Titles	Exhibits	Task Totals
1	Category 1: Easements (Drainage, Slope, etc.)	\$1,680	\$225		\$1,905
2	Category 2: Parcel secured by Recorded gratis (Fee Simple)	\$1,680	\$225	\$150	\$2,055

Notes:

1. Condemnation shall not be used as a means to acquire Easement or Rights of Way for the The Richland County Transportation Dirt Road Paving Program.
2. Mortgage releases are not included in the R/W Acquisition fees, but if required shall be reimbursed at actual cost.

Richland County Council Request of Action

Subject

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE: [PAGES 283-379]

- a. On-Call Engineering Team- Cox and Dinkins Service Agreement #1

Service Order
For
On Call Engineering Services Agreement

SERVICE ORDER NO. C&D #1

Date: May 5, 2015

This Service Order No. C&D #1 is issued by Richland County, South Carolina (the “County”), to Cox and Dinkins, Inc. (the “Consultant”) pursuant to that Agreement dated February 11, 2015 between the County and the Consultant called “On Call Engineering Services Agreement Related to the Richland County, South Carolina Sales Tax Public Transportation Improvement Plan” (the “Agreement”).

This Service Order, together with the Agreement, form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Change Order or Change Directive as provided for in the Agreement.

I. Scope of Services.

A. Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the information set forth below:

See Exhibit A – Scope of Services

B. Unless otherwise provided in an exhibit to this Service Order, the Consultant’s Services to be provided pursuant to this Service Order are:

See Exhibit A – Scope of Services

C. Unless otherwise provided in an exhibit to this Service Order, the County’s anticipated dates for commencement of the Services and Completion of the Services are set forth below:

1. Commencement Date: May 6, 2015
2. Completion Date: *See Exhibit A – Scope of Services – Schedule*

D. Key personnel assigned by Consultant to this Service Scope of Work:

1. Gene Dinkins, PE, PLS (Principal in Charge)
2. McTilden “Mac” Atkins, III, PE (Project Manager)

II. Insurance

The Consultant shall maintain insurance as set forth in the Agreement. If the Consultant is required to maintain insurance exceeding the requirements set forth in the Agreement, those additional requirements are as follows:

N/A

III. Safety and Warranty

It is understood that the Consultant does not have a Safety Supervisor or anyone in a similar position on staff and is not responsible in any way for job site safety or security. However to the extent that the Consultant does have employees or representatives on site these persons will respect the safety of the public.

It is understood that the Consultant cannot give a warranty on professional services. The Consultant provides professional services (not goods) and shall only be held to a negligence-based standard of care that is guided by what a reasonable design professional would do under similar conditions in the same location and at the same time.

IV. Owner’s Responsibilities.

In addition to those responsibilities the County may have as stated in the Agreement, the County in connection with this Service Order only shall:

N/A

V. Consultant’s Compensation.

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

<i>Lump Sum -</i>	<i>\$1,510,000.00</i>
<i>Approved Direct Expenses –</i>	<i><u>\$291,335.64</u></i>
	<i>\$1,801,335.64</i>

*Contingency – Not To Exceed \$151,000.00**

**Requires approval from Richland County to authorize contingency*

B. Additional Services. Unless otherwise provided in an exhibit to this Service Order, any Additional Services by the Consultant shall be paid as Additional Services as provided in the Agreement.

VI. Additional Exhibits.

The following exhibits and/or attachments are incorporated herein by reference thereto:

Exhibit A – Scope of Services

VII. Execution of Service Agreement

The Execution of this Service Order by the County below constitutes a Service Order to the Consultant. The execution of this Service Order by the Consultant creates the Service Agreement.

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Service Agreement is entered into Under Seal as of the Effective Date of _____, 2015.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____ (L.S.)

Its: _____

Date: _____

CONSULTANT:

COX AND DINKINS, INC.

WITNESS:

By: _____ (L.S.)

Its: _____

Date: _____

EXHIBIT A: SCOPE OF SERVICES

ATTACHMENT "A"

SCOPE OF SERVICES AND SCHEDULE

Introduction

Cox and Dinkins, Inc. (CONSULTANT) has been authorized by Richland County (COUNTY) to provide engineering services for the widening of Atlas Road (S-50) in Richland County, South Carolina. This project will consist of widening the existing roadway to three lanes between Bluff Road (SC 48) and Shop Road (SC 768) and five lanes between Shop Road (SC 768) and Garners Ferry Road (US 76) with bicycle and pedestrian accommodations.

Project Location - The project is located in Richland County with portions of the Atlas Road Widening being located in the City of Columbia.

Existing Conditions – Atlas Road is an existing 5-lane roadway that runs for 0.15 miles from Bluff Road to just north of Mary Street where it transitions to a 2-lane roadway. Approaching and departing Shop Road, Atlas Road is widened to a 3-lane roadway to accommodate dedicated left turn lanes prior to transitioning back to a 2-lane roadway. At the intersection with Veterans Road, just north of the crossing with Southern Railroad, an approximate 70-foot bypass lane has been constructed which is then tapered back to the existing 2-lane section. Atlas Road transitions to a 3-lane roadway approximately 0.20 miles south of the intersection with Greenlawn Drive and transitions back to a 2-lane roadway approximately 0.20 miles north of the intersection. This widening was recently conducted under the realignment of Greenlawn Drive. Approximately 0.10 miles south of the terminus of the project, at the intersection with Garners Ferry Road, Atlas Road transitions back to a 3-lane roadway. Atlas Road includes curb and gutter and sidewalk/pedestrian provisions in the 5-lane section at the beginning of the project and in the northbound direction approximately 0.50 miles south of Garners Ferry Road. Atlas Road is a shoulder section with 10 foot shoulders throughout the remaining length of project.

Proposed Project Scope – Concept through Final Construction plans will be developed to reflect the implementation of the widening of the existing roadway to three lanes between Bluff Road (SC 48) and Shop Road (SC 768) and five lanes between Shop Road (SC 768) and Garners Ferry Road (US 76) with bicycle and pedestrian accommodations.

- 40-45 mph design speed.
- 12-foot wide travel lanes.
- The addition of a two-way left turn lane along the length of the roadway.
- The addition of bicycle and pedestrian accommodations along the length of the roadways through the addition of 4-foot bike lanes and 5-foot sidewalks along both sides of the roadway. The bike lanes shall be located between the travel way and the curb and gutter. The sidewalks shall be located immediately behind the curb and gutter.
- The extension/replacement of two reinforced concrete box culverts.
- Retaining walls to reduce environmental/right-of-way impacts.
- Review vertical/horizontal and intersection alignments and revise, if necessary, to meet design criteria.

Summary of Anticipated Services - An outline of the services anticipated for this project is shown below.

- Task 1 – Project Management
- Task 2 – Environmental Services
- Task 3 – Traffic Analysis
- Task 4 – Surveys and Mapping
- Task 5 – Roadway Design
- Task 6 – Pavement Marking and Signing Plans
- Task 7 – Traffic Signal Design
- Task 8 – Transportation Management Plan
- Task 9 – Stormwater Management/ Hydraulic Design
- Task 10 – Sediment and Erosion Control/NPDES Permitting
- Task 11 – Geotechnical Investigations and Engineering Services
- Task 12 – Roadway Structures Design and Plans
- Task 13 – Subsurface Utilities Engineering (SUE)
- Task 14 – Utility Coordination Assistance
- Task 15 – Railroad Coordination
- Task 16 – Construction Phase Services

Task 1

PROJECT MANAGEMENT

The CONSULTANT shall institute a program for conformance with COUNTY requirements for monitoring and controlling project engineering budget, schedule and invoicing procedures. The CONSULTANT's subconsultants shall be included in this program. Proposed dates of submittals, completion of tasks, and final completion of pre-construction services as noted in this agreement will be negotiated with the COUNTY. Included in management of the project will be:

- ◆ Project meetings between the COUNTY, South Carolina Department of Transportation (DEPARTMENT), and CONSULTANT for clarification of scope, discussion of concepts, review of submittals, etc. at the discretion of the COUNTY.
- ◆ The CONSULTANT will prepare meeting agenda and meeting materials as well as record the minutes of each meeting in which it participates and distribute to the appropriate COUNTY personnel.
- ◆ Prepare monthly invoices, status reports, and schedule updates. Assume an 18 month design schedule which will impact the duration of preparing invoices, status reports, and schedule updates. Assume a 24 month construction schedule which will impact the duration of invoicing for Construction Phase Services.
- ◆ The CONSULTANT will provide coordination with its SUB-CONSULTANTS during the execution of their work. Assume an 18 month design schedule.

- ◆ The CONSULTANT will include the COUNTY in any discussions concerning the project prior to submittal of deliverables if that process has the advantage of expediting the completion of any task of the project.

The CONSULTANT will attend meetings with the COUNTY and stakeholders from various municipal organizations affected by this project in order to incorporate the needs and desires of these organizations into the decision-making process. It is assumed that the CONSULTANT will attend 24 project meetings (2 each month for first 6 months, 1 per month last 12 months) and 2 review coordination meetings with the DEPARTMENT and the COUNTY and the CONSULTANT will be in attendance at these meetings and will prepare all necessary display materials.

Task 2

ENVIRONMENTAL SERVICES/PERMITTING

The COUNTY will be responsible for the required coordination with Local, State and Federal agencies regarding environmental services to ensure the program is in compliance with appropriate environmental regulations to obtain a Wetlands Permit and Land Disturbance Permit. The CONSULTANT will provide specific documentation, including but not limited to project information, applications and drawings as necessary for acquisition of the required permits.

Within two weeks of the date that the COUNTY provides a Notice to Proceed (NTP) for the subject project, and prior to commencement of design, the CONSULTANT shall make a determination of the environmental and/or navigational permits expected to be required for the subject project on a permit determination form. This information will inform the COUNTY of the anticipated permits and will be incorporated in the project schedule to ensure compliance.

Permits – The CONSULTANT will coordinate with the COUNTY and may attend coordination meetings with state and federal resource agencies and document all discussions and understandings that are reached.

The CONSULTANT shall perform Jurisdictional Delineations utilizing the three-parameter approach (hydric soils, hydrophytic vegetation and wetland hydrology) set forth in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, and subsequent Regional Supplements. The upland/wetland boundaries will be appropriately flagged in the field and surveyed using sub-meter GPS or survey data. The study corridor will be 100' each side of the existing roadway centerline. The CONSULTANT will plot the wetland boundaries on a surveyed map for inclusion with the JD request. The CONSULTANT shall prepare a request for a preliminary jurisdictional determination (JD) or, at the request of the COUNTY, an approximate JD letter for the project corridor. This submittal will be prepared according to the USACE's "Information Required for Delineation and Jurisdictional Determination Submittal (February 2015)", or subsequent guidance. The completed request package, including drawings, will be submitted to the COUNTY for final processing and coordination with the agencies.

If applicable, the CONSULTANT shall prepare the Joint Federal and State Permit Application Package in the format specified by the Charleston District Corps of Engineers. The CONSULTANT shall complete all forms, documentation, and drawings as directed by the COUNTY that are part of the permit application package. The COUNTY or DEPARTMENT will execute the application form as the applicant, and may designate the CONSULTANT as the agent in the processing of the permit application, if so desired. It is assumed that any permits would be authorized under the SCDOT General Permit and will be prepared according to current DEPARTMENT standards which include the following:

- Joint Federal and State Application Form
- Permit Drawings: Drawings depicting the proposed impacts to waters of the U.S. on the subject property. The CONSULTANT shall include the surveyed or measured boundaries of jurisdictional waters superimposed on the actual development/grading plans to establish the proposed jurisdictional impacts.
- Impact Assessment Form and Supplemental Information: The CONSULTANT shall include a completed Impact Assessment Form, which includes, but is not limited to the following:
 - Project Information
 - Proposed impacts to WOUS
 - Alternative Analysis
 - Avoidance & Minimization
 - Hydrology & Hydraulics
 - Section 106 of the National Historic Preservation Act
 - Threatened and Endangered Species.

Mitigation Plan: In accordance with regulatory requirements, the CONSULTANT will develop a conceptual mitigation plan and submit it as part of the application package. It is assumed that any mitigation needed for this project will be acquired from the proposed COUNTY Mitigation Site.

The CONSULTANT shall submit the completed permit application package to the COUNTY for final processing and negotiation with the agencies. The COUNTY will coordinate directly with the DEPARTMENT, USACE, SCDHEC and other federal, state and local regulatory personnel throughout the course of the permit application process, and coordinate the submission of any additional information as requested by the respective agencies in order to facilitate permit acquisition. The CONSULTANT may be asked to assist in the coordination effort, and will not coordinate with the agencies unless directed by the COUNTY.

Public Coordination/Public Meeting – The CONSULTANT, with input from the COUNTY, shall prepare any and all related public meeting materials, (deliverables would include displays, handouts, comment forms, sign-in sheets and summary). Then the CONSULTANT shall provide draft copies of all materials to be used in public meetings to the COUNTY for review a minimum of 10 business days prior to printing. The COUNTY shall provide security guards from local law enforcement agencies or private security firms for all public meetings. The COUNTY will also be responsible for fabricating and erecting signs to be placed on the projects.

The COUNTY will conduct a brief formal presentation at the public information meeting. The CONSULTANT will also provide the COUNTY with PDF versions of the displays and handouts for public information meeting(s) one week prior to the meeting for posting on the COUNTY website.

Assumptions

1. Two (2) public information meetings will be scheduled
2. SCDOT USACE General Permit. Mitigation costs, if necessary, are not included.
3. All permitting deliverables will be submitted to the COUNTY for final processing.
4. The COUNTY will conduct all agency coordination and permit negotiations; the COUNSULTANT may be asked to assist as necessary.

Deliverables

1. Permit Determination Form
2. Jurisdictional Determination Request Package
3. SCDOT USACE General Permit Application Package, including supplemental documentation.
4. Attendance at two (2) public meetings and preparation of meeting materials.

Task 3

TRAFFIC ANALYSIS

Data Collection – The CONSULTANT will collect data necessary to perform a detailed traffic analysis of existing and future design conditions. The data collection will include the following activities:

Field Investigation – The CONSULTANT will conduct a field visit to examine the existing roadway conditions and adjacent land use characteristics present within the study area, including:

1. Existing roadway speed limits
2. Number of lanes
3. Type and length of turn lanes
4. Traffic control

The field investigation will also identify those locations where horizontal and/or vertical sight distance may be limited at roadway and driveway intersections and identify locations where access management principles may be applied to consolidate driveway curb cuts.

Accident Data Collection – The CONSULTANT will obtain the most recent three years crash data along the study corridor.

Traffic Signal Timing Data Plan Collection – The CONSULTANT will obtain existing traffic signal timing information from the DEPARTMENT for the following signalized intersections along Atlas Road:

1. Atlas Road at Bluff Road
2. Atlas Road at Shop Road
3. Atlas Road at Greenlawn Drive/Foundation Lake Way
4. Atlas Road at Garners Ferry Road

Traffic Volume Data Collection – The CONSULTANT will conduct manual turning movement counts in 15 minute intervals during the weekday A.M. peak (7:00 to 9:00 A.M.) and P.M. peak (4:00 to 6:00 P.M.) on Tuesday, Wednesday or Thursday at the signalized intersection indicated above and the following unsignalized intersection:

1. Atlas Road and Veterans Road

The CONSULTANT will conduct 24 hour bi-directional counts during the mid-week at the following locations:

1. Atlas Road between Bluff Road and Shop Road
2. Atlas Road between Shop Road and Garners Ferry Road

All counts will be conducted while the local public schools are in session.

The CONSULTANT will utilize travel demand model and/or average annual growth rate to establish design year and background traffic growth.

Development Data Collection – The CONSULTANT will obtain information concerning planned and approved development projects affecting traffic within the corridor area. Information concerning projected land uses, zoning and development planning documents will also be obtained.

Traffic Analysis – The CONSULTANT will perform the necessary analyses of the proposed improvement alternatives using the information obtained during the Data Collection task.

Conceptual Analysis – The CONSULTANT will identify the opening year and design year (20 years past opening date) peak hour Levels of Service for roadway segments and intersections within the study area using the procedures and methodologies outlined in the current editions of Special Report 209: Highway Capacity Manual 2000 edition and traffic analysis software, such as Highway Capacity Software (HCS) or Synchro 7.0 or 8.0/SimTraffic. The results of the conceptual design analysis will include:

1. The number and type of lanes on each approach of the study area intersections
2. Length of turn lanes to provide sufficient vehicle storage
3. LOS Tables

Accident Analysis – The CONSULTANT will identify the existing high crash locations within the corridor and will determine:

1. the total number of crashes, number of fatal crashes and fatalities, number of injury crashes and injuries;
2. the probable cause, time and location of all the fatal crashes;
3. the total number of the property damage crashes;
4. the lighting and pavement condition of all the crash occurrences

The CONSULTANT will summarize the different crash types and determine the primary causes of the existing crashes. The CONSULTANT will identify those locations with frequent and/or severe crash histories that may be able to be addressed through design and traffic control measures implemented as part of this project.

Traffic Signal Warrant Analysis – The CONSULTANT will perform a traffic signal warrant analysis following the guidelines and requirements of the Manual on Uniform Traffic Control Devices and DEPARTMENT guidelines for the intersection of Atlas Road and Veterans Road.

Report Preparation – The CONSULTANT will prepare a traffic study that will outline the evaluations performed and the recommended improvements along the corridor and comparative analysis of the existing roadway to the post improvement roadway. The results will provide Levels-of-Service for each scenario studied. The CONSULTANT will submit a PDF of the traffic study to the COUNTY. Upon receipt of any comments, the CONSULTANT will revise the study accordingly and submit a PDF and two (2) final copies to the COUNTY. After approval of the recommended improvements, the CONSULTANT will proceed with the development of preliminary roadway plans.

The CONSULTANT will notify the COUNTY’s designated Project Manager prior to performing any work on site.

Task 4

SURVEYS AND MAPPING

Aerial Photography and Mapping – The COUNTY will provide the CONSULTANT with Aerial Photography and Mapping for use during the environmental studies and preparation of the Roadway Plans. Mapping will be developed to the contour accuracy of 0.5 feet (1-foot contour interval). The aerial mapping will be prepared for use in plans developed to a horizontal scale of 1” = 20’.

Field annotation of aerial topography, supplementary topographic surveys, and verification of mapping accuracy will be performed by the CONSULTANT.

Control Surveys – The CONSULTANT will establish the Level 1, 2 and 3 Control Points to be used during the supplemental topographic surveys and the construction of this project. All surveys will be in accordance with SCDOT's *Pre-Construction Survey Manual* dated August 2012. The CONSULTANT will notify the COUNTY of any required temporary traffic control measures (e.g. shoulder/lane closures, etc.) within seven (7) days before such closure due to survey activities.

It is anticipated that the CONSULTANT will establish three (3) pairs of Level 1 control points along Atlas Road.

Design Surveys – Additional field surveys will be performed by the CONSULTANT as necessary during the design phases of the project.

Field surveys will be performed by the CONSULTANT to establish existing rights-of-way and to locate frontal property boundary monumentation for developing property maps per the DEPARTMENT format.

Property-owner data will be obtained from county records for use in the property surveys and to incorporate property ownership data into the Right-of-Way Plans. The property monumentation and property-owner data will be used to develop a closed out property drawing.

Level runs between existing primary vertical control points will be performed to establish additional benchmarks to be referenced on the contract drawings.

Existing pavement will be cross-sectioned where necessary for incorporation into the aerial mapping surface model and periodic ground cross-sections will be performed for aerial mapping verification. Field surveys will also be used to supplement the aerial mapping surface model in areas which were obscured due to dense vegetation.

Survey data will be shown on Reference Data Sheets in the '5 series sheets' of the plans due to lack of room on the 1"=20' scale plan sheets.

The CONSULTANT will locate all drainage and stormwater sewer structures within 100 ft. of the proposed roadway alignments. The pipe size, pipe type, and invert elevations shall be obtained.

The CONSULTANT will horizontally and vertically locate all potential outfall drainage ditches and streams. At these outfalls, cross sections will be obtained 400 feet upstream and downstream at 50-foot intervals, or as necessary to define the channel alignment, from the proposed roadway alignment. All cross sections will be extended from bank to bank of the existing channel plus 10 feet on either side.

The CONSULTANT will obtain field surveyed cross sections for use in the development of the hydraulic models necessary to study the FEMA Special Flood Hazard Areas on Atlas Road.

The CONSULTANT will survey the wetland boundaries, which will be delineated during the environmental phase of the project, for use in the development of the wetland delineation drawings necessary to obtain Army Corps of Engineering approval of the wetland delineation.

The CONSULTANT will stake and obtain boring elevations for all geotechnical borings performed on the project by the CONSULTANT.

The CONSULTANT will stake the proposed right-of-way for all roads to be improved. Right-of-way staking will consist of placing 36-inch stakes (or paint in paved areas) at all proposed right-of-way breaks, sight triangles and spaced at 100-foot intervals in tangents and 50-foot intervals in curves. These stakes shall be placed after Final Right-of-Way Plans have been developed and prior to the right-of-way acquisition process beginning.

The CONSULTANT will notify the COUNTY's designated Project Manager prior to performing any work on site. The CONSULTANT will not be responsible for obtaining permissions from property owners for surveys outside of the existing Right-of-Way.

Task 5

ROADWAY DESIGN

Preliminary Roadway Design and Plans

Documentation of Existing Conditions and Identification of Deficiencies - The CONSULTANT will review the project through the use of existing roadway plans and during site visits to determine lane widths, intersection configurations, types of accesses provided, natural drainage patterns, and impacts to the surrounding community. Some of this work will be performed as part of the Traffic Analysis. At the same time, any deficiencies that exist throughout the project such as sight distance problems at intersections or inadequate horizontal or vertical clearances, areas of insufficient shoulders, and areas where the existing pavement structure has deteriorated will be identified. Photography and videotaping will be used to document these conditions.

Design Criteria – Approved Design Criteria will be provided to the CONSULTANT by the COUNTY. The COUNTY will develop design criteria for the project in accordance with the DEPARTMENT's *Highway Design Manual 2003, Road Design Plan Preparation Guide-2000, Standard Drawings for Road Construction*, and all applicable American Association of State Highway Transportation Officials (AASHTO) publications. Any exceptions and/or deviations from established design guides and standards will be identified. The CONSULTANT will notify the COUNTY of any exceptions and/or deviations from the Design Criteria as soon as identified.

Typical Section, Location, and Intersection Studies – Existing features of the project will be considered during development of the roadway typical sections. All environmental constraints, bicycle and pedestrian considerations, utilities, businesses, and residences will be considered in the development of the typical sections and proposed alignments.

Project Concept Report – The CONSULTANT will prepare a Project Concept Report for COUNTY approval. The report shall include project schedule, current project cost estimate, approved design criteria, typical sections, project layout based on mapping, existing conditions and proposed alignment, and any proposed enhancement items.

Preliminary Roadway Plans – Following Project Concept Report approval, the CONSULTANT will prepare Preliminary Roadway Plans. The plans will be developed to the level of detail of approximately 30% Complete Construction Plans. The Preliminary Roadway Plans for the project will be prepared at a scale of 1"=20' scale to illustrate pertinent information associated with roadway design. The plans will be sufficiently developed to illustrate the construction limits and right-of-way requirements of the entire project. The plans will incorporate information obtained during the SUE phase of the project, and the design will be adjusted where possible to minimize utility impacts. Additionally, the design will be adjusted to minimize impacts to developed properties and wetlands.

A cost estimate will be prepared by the CONSULTANT and submitted along with the Preliminary Roadway Plans for use by the COUNTY. The COUNTY will use this cost estimate in order to determine whether or not the scope of the project needs to be reduced or expanded due to budgetary constraints.

The CONSULTANT will attend the Preliminary Plans Design Field Review with the COUNTY to review the project design in the field.

The CONSULTANT will provide four staff members to support the COUNTY staff members at the Public Information Meetings. The CONSULTANT will also use its roadway staff to develop the displays to be used at the Public Information Meetings.

Upon completion of the Preliminary Roadway Plans, the CONSULTANT will provide the COUNTY with two (2) half-size hard copy sets of plans along with a CD containing PDF's (half-size and full size). The CONSULTANT at this time will also provide the COUNTY with preliminary construction costs and preliminary new right-of-way areas for use in developing an estimated project cost.

Right-of-Way Plans

Utilizing the Preliminary Roadway Plans design, Final Right-of-Way Plans will be prepared according to standard DEPARTMENT criteria and format. Plans will be developed to the level of detail of approximately 70% Complete Construction Plans. New right-of-way will be annotated by the station and offset methodology in accordance with standard DEPARTMENT policy and procedures.

Design Refinement – Utilizing comments received to date as well as any additional field information, the horizontal and vertical design for the projects will be refined.

Right-of-Way Plans – Right-of-Way Plans will be developed in accordance with the DEPARTMENT’s *Road Design Reference Material For Consultant Prepared Plans* dated June 2010, with the following exceptions:

- Moving Items will only be shown on the Moving Items Sheet.
- The owner’s name and any permissions will not be shown on the Plan Sheets. The only property information shown on the plan sheets will be the Tract Number.

The CONSULTANT will provide curb grades around side roads and major driveway radii.

The CONSULTANT will establish horizontal and vertical alignments along with cross sections as needed in order to study the re-connection of driveways to the widened roadways. This design data will be shown in the plans in order to convey the extent/impact of the re-configuration of driveways necessary to provide access to the property. Driveways that are level with the widened roadway will not have a horizontal or vertical alignment set, but will be handled by only showing their connection in the roadway cross section and plan view based on the roadway cross section.

Electronic media receivables for Right-of-Way Plans will be provided on CD and will include the information outlined in the DEPARTMENT’s *Road Design Reference Material For Consultant Prepared Plans* dated June 2010.

The CONSULTANT will attend the Right-of-Way Plans Design Field Review with the COUNTY to review the project design in the field.

The CONSULTANT will provide final right-of-way CADD files to the COUNTY for the preparation of the right-of-way Exhibit “A”.

The CONSULTANT will be responsible for providing an initial list of moving and demolition items to the COUNTY for use by the right-of-way agent.

During the course of completing the final plans for construction, should changes be necessary which will affect right-of-way, these revisions will be promptly made, documented as revisions on plans, and identified to those implementing right-of-way appraisal and acquisition. The CONSULTANT will provide updated CADD files to the COUNTY to update the right-of-way Exhibit “A”.

A set of final Right-of-Way Plans will be submitted to the COUNTY for review and approval. A cost estimate will be prepared by the CONSULTANT and submitted along with the final Right-of-Way Plans for use by the COUNTY.

Final Roadway Design and Plans

Roadway Construction Plans – The construction plans will be a continuation of Right-of-Way Plans. Original Right-of-Way Plans will be retained by the CONSULTANT after appropriate COUNTY reviews and signatures and then developed into construction plans.

Plan and profile sheets will show information necessary to permit construction stakeout and to indicate and delineate details necessary for construction.

Construction plans shall incorporate all items presented in the Roadway Construction Plans section of the DEPARTMENT's *Road Design Reference Material For Consultant Prepared Plans* dated June 2010.

The CONSULTANT will attend the Final Roadway Plans Design Field Review with the COUNTY to review the project design in the field.

A set of Preliminary Construction Plans will be submitted to the COUNTY for review prior to final plan delivery. The Preliminary Construction cost estimate will be updated by the CONSULTANT and submitted with the Preliminary Construction Plans for use by the COUNTY.

On or before the contract completion date, the CONSULTANT will deliver to the COUNTY one complete set of Final Construction Plans, an Engineer's Estimate, and "Project Specific" Special Provisions. See Project Special Provisions and Engineer's Estimate for the description of the Engineer's Estimate and "Project Specific" Special Provisions.

Project Special Provisions and Engineer's Estimate – The CONSULTANT will prepare all "Project Specific" Special Provisions and include them in the format compatible with the DEPARTMENT Construction Administration Section. The CONSULTANT will work closely with COUNTY personnel in the COUNTY'S development of the construction document package.

Also, utilizing recent bid data from similar projects in the area, the CONSULTANT will prepare an Engineer's Estimate for construction of this project. The estimates will be based on the final summary of quantities and will be used in the final bid analysis and award.

All plans will be provided on standard department size sheets of 22" x 36".

The CONSULTANT will provide one full size and two half size sets at each review stage.

For this task and all other tasks contained in this scope, the CONSULTANT will utilize the DEPARTMENT standard drawings, specifications, and design manuals that are current as of the first issuance of the task order scope by the COUNTY to the CONSULTANT.

Task 6

PAVEMENT MARKING AND SIGNING

Final pavement marking/signing plans will be prepared at a scale of 1"=50' unless otherwise agreed upon. The plans will consist of an itemized listing of estimated quantities; typicals for installation (DEPARTMENT typicals may be used where applicable), details showing lane lines, edge lines, stop bars, symbol and word messages and other appropriate markings and sign designation numbers and locations. The plans will include dimensions sufficient for field layout. The *Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition* and DEPARTMENT details will be incorporated into the plans.

Task 7

TRAFFIC SIGNAL DESIGN

The CONSULTANT shall prepare traffic signal design and plans at a scale of 1"=30' as required for the project. Traffic signal plans shall conform to the *Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition*, DEPARTMENT Standard Drawings, and SCDOT Traffic Signal Design Guidelines: 2009 edition. The signal plans shall show the placement of supports, location of signal heads, location of detectors, the lane configuration, signing related to the signals, and other details pertinent to the layout of the signal. The plans shall also show any necessary adjustments to the operating signal sequence, the signal timing and existing signal equipment. The CONSULTANT shall prepare Special Provisions for Traffic Signal Installation based on current DEPARTMENT guidelines.

Traffic Signal plans shall be prepared for up to one new signalized intersection based on the results of the signal warrant analysis and for the revision of signals at the four currently signalized intersections listed under Task 3.

Task 8

TRANSPORTATION MANAGEMENT PLAN

Work Zone Traffic Control Plans – The design and preparation of one set of Work Zone Traffic Control plans will be accomplished for the roadway project. The plans will include a description of the sequential steps to be followed in implementing the plans, and will be developed at a scale of 1"= 50', unless otherwise agreed upon. The traffic control plans will include lane closures, traffic control devices, temporary lane markings, and construction signing and sequencing notes. The plans will identify lane widths, transition taper widths, and any geometry necessary to define temporary roadway alignments. Also, the plans will address the type of surface to be used for all temporary roadways. Standard traffic control details will be

incorporated into the plans for most work activities, but detailed staging plans will be required where impacts upon the normal traffic flow are significant.

Conceptual traffic control plans will be submitted with the right-of-way plans. Preliminary traffic control plans will be submitted in conjunction with the 95% complete roadway plans, and the final signed and sealed traffic control plans along with quantities will be submitted with the final roadway construction plans.

Transportation Operations Plan – The CONSULTANT will prepare a Transportation Operations Plan which will address the traffic operations within the work zone impact area and strategies for minimizing the impact to traffic operations. Some of the Work Zone Management Strategies for use in the Transportation Operations Plan can be found in Table 5B of the DEPARTMENT’s *Rule on Work Zone Safety and Mobility*.

Public Information Plan – The CONSULTANT will develop a Public Information Plan in conjunction with the COUNTY which will contain strategies for providing information to the public and other impacted entities. Some Public Information strategies which may be used in the development of the Public Information Plan can be found in Table 5C of the DEPARTMENT’s *Rule on Work Zone Safety and Mobility*.

Task 9

STORMWATER MANAGEMENT/HYDRAULIC DESIGN

The CONSULTANT will perform the Stormwater Management and Hydraulic Design for the project based on SCDOT Design Guidelines. Design procedures specified by the South Carolina Department of Health and Environmental Control as well as the City of Columbia and Richland County will be incorporated as needed. Any conflicts in design criteria for the review agencies will be evaluated with the COUNTY to determine the appropriate design procedure for the project. This task includes inspection of the existing drainage structures, roadway drainage, and hydraulic impact studies for the FEMA floodplain crossings.

Roadway Drainage - The roadway drainage design for the Atlas Road Widening Project will be completed utilizing design procedures that comply with stormwater management and sediment and erosion control regulations and the NPDES general permit. All drainage calculations will be performed with methods suggested in the DEPARTMENT’s *Requirements for Hydraulic Design Studies* dated May 26, 2009 and be made available to the COUNTY for approval.

The CONSULTANT will perform a field review of the project and a visual inspection of the existing drainage systems within the project area. The inspections performed will not include any material testing or structural analysis. The CONSULTANT will document any irregularities in the existing drainage system and provide the data to the COUNTY. If needed, the CONSULTANT will meet with the COUNTY in the field to review and discuss the condition of the existing drainage system prior to reuse in the proposed design. If additional testing or

inspection (video pipe inspection) is recommended, the CONSULTANT will prepare the recommendation and submit to the COUNTY for submittal to the DEPARTMENT.

Roadway drainage design for the project is dictated by the project horizontal and vertical geometry. The design will be terminated at available existing outfall locations or at new locations that will be constructed as a part of the project. Drainage areas will be defined from the existing topography as determined from available mapping and field survey. Design year storms will be established in conjunction with DEPARTMENT guidelines for on-site and off-site runoff. For the design year storm, rainfall intensities appropriate for the project area will be determined and the runoff will be calculated for each drainage area. For each contributing sub-area, a structure will be identified to accept the runoff (inlet, cross-pipe, ditch, etc.). Based on accumulation of runoff, appropriate pipe sizes will be chosen to convey the runoff to the outfall. As part of the project design, alternate pipe designs will be developed as per DEPARTMENT Engineering Directive Memorandum No. 24.

The hydrologic analysis of each watershed will be performed with the appropriate method for the Sandhills physiographic region. Pre- and post-construction peak discharges will be computed at each outfall. Outfalls will be evaluated in accordance with DEPARTMENT and NPDES regulations. If required to control stormwater quality or quantity, water quality or detention basins will be added using a hydraulic routing method. Energy dissipaters may also be utilized based on HEC-14 procedures. Outfall channel protective measures will be based on design methods in HEC-15 and/or HEC-11.

Roadway cross-lines will be designed and analyzed according to the principles given in FHWA's Hydraulic Design Series No. 5. Cross-line pipes will be sized based on DEPARTMENT criteria and possible backwater effects. To reduce backwater, multiple pipes or multiple barrel culverts may be used in lieu of a single structure. Closed storm sewer systems will be analyzed with GEOPAK Drainage or XP-SWMM. Roadway inlets will be located based on FHWA's Urban Drainage Design Manual HEC-22. Any roadway ditches will be sized with Manning's equation, and HYDRRAIN will be used to measure stability.

The storm sewer design for the project will be performed to minimize impacts to existing utilities if possible. Existing utility data will be obtained by the COUNTY from the utility owners within the project area. The CONSULTANT will utilize this data as part of the design for the storm sewer systems. The CONSULTANT will adjust pipe locations and inverts if possible. If conflicts cannot be avoided, the CONSULTANT will evaluate the use of utility conflict boxes or other devices to minimize the need for utility relocations. The CONSULTANT and the COUNTY acknowledge not all utility relocations can be avoided.

The CONSULTANT will evaluate the potential impacts from the project on water quality. If dictated by project permitting, the CONSULTANT will utilize water quality best management practices to provide treatment to pavement runoff prior to entering environmentally sensitive areas.

The location of the storm drainage systems will be shown on the roadway plan sheets or replicated drainage sheets. Additional plan information will include pipe and drainage structure size, location, type and elevation. A Stormwater Management Design Report will be prepared

for the project based on SCDOT guidelines and will include a project description, drainage approach and methodology, design calculations, soils descriptions, and location maps.

Hydraulic Analysis – The proposed improvements along Atlas Road may impact FEMA defined Special Flood Hazard Areas associated with Reeder Point Branch and Reeder Point Branch Tributary No. 1. The project will include a detailed hydraulic study at each location to evaluate the existing and proposed hydraulic structures. The hydraulic study will be completed according to local, DEPARTMENT, SCDNR, and Federal Emergency Management Agency (FEMA) regulations.

The existing hydraulic structure under Atlas Road along Reeder Point Branch Tributary No. 1 just north of Veterans Road is a quadruple barrel box culvert. The existing hydraulic structures under Atlas Road along Reeder Point Branch south of Greenlawn Drive are reinforced concrete pipes. Both stream crossings within the project area have been designated a Zone AE Special Flood Hazard Area. The Zone AE designation indicates a detailed hydraulic model will be available for the stream. The CONSULTANT will obtain all existing hydraulic data and use the existing models as the basis of the study. The existing models will be updated to reflect field survey data of the project area. The existing hydraulic model will be utilized to evaluate the potential impacts of extending the culvert along Reeder Point Branch Tributary No. 1 and extending the pipes along Reeder Point Branch. If necessary, the existing hydraulic model will be utilized to evaluate potential replacement structures as well. The proposed conditions model will be developed based on the proposed design to analyze the potential impacts of the project. The analysis of the existing hydraulic data will include a review of the watershed and FEMA calculated design flows to ensure their accuracy with existing conditions. The Hydraulic Design and Risk Assessment will include existing and proposed hydraulic models, hydrological analysis, velocity conditions in the vicinity of the crossing, and any recommendations with regard to stabilization of the waterway. The proposed project may impact the existing FEMA study and, therefore, a Conditional Letter of Map Revision (CLOMR) may be required. If the hydraulic modeling indicated the water surface elevations will not be impacted based on the proposed design, a No-Impact Certification will be completed. If required, the CONSULTANT will prepare all necessary documentation and studies for the CLOMR and provide to the COUNTY for approval. The CONSULTANT will also coordinate with the City of Columbia and FEMA as needed during the preparation of the CLOMR or No-Impact Certification and during the submittal process. For the purposes of this scope assume that a CLOMR will be required.

In addition to the hydraulic studies for the FEMA floodplain impact areas, the CONSULTANT will also prepare any hydraulic studies required by the United States Army Corps of Engineers as part of the environmental permit. The hydraulic studies will be based on DEPARTMENT requirements and will include an evaluation of the impacts from the proposed construction.

Railroad Drainage Coordination – The project includes two at-grade railroad crossings. Coordination will be required throughout the design process including the stormwater design. The roadway design will be developed to minimize impacts to the existing conditions in the area of the railroad. The stormwater conditions within the area of the railroad crossings will be summarized in a separate report and will be utilized during railroad coordination efforts.

Task 10

SEDIMENT AND EROSION CONTROL/NPDES PERMITTING

Sediment and Erosion Control – The Atlas Road Widening Project will include the development of Sediment and Erosion Control Plans as well as the preparation of Supporting Documentation for the Land Disturbance Permit Application.

The erosion control plans will be prepared on replications of the roadway plan sheets at a scale of 1"=50', unless otherwise agreed upon. The erosion control plans will reflect a proposed design for minimizing erosion and off-site sedimentation during construction. The erosion and sediment control design will include the temporary placement of sediment ponds, sediment dams, silt basins, inlet structure filters, sediment tubes, silt ditches, and diversion dikes at specific locations along the project. The plans will reference the DEPARTMENT's Standard Drawings for Roadway Construction to assist the contractor with the construction of these items. The plans will also identify the need to maintain, clean, and relocate these erosion control measures as the project progresses and address the removal of temporary erosion control devices following construction. The placement of erosion control measures outside proposed right-of-way through the use of temporary easements will be investigated as a possibility if they will not fit within proposed right-of-way. Quantities for erosion and sediment control items will be calculated based on DEPARTMENT typical drawings. Any required erosion control computations will be completed with approved methods and submitted to the COUNTY.

NPDES Permitting – The project will require the acquisition of a National Pollutant Discharge Elimination System (NPDES) permit for construction activities. The NPDES permit is required by the South Carolina Department of Health and Environmental Control (SCDHEC) for all land disturbing activities in South Carolina.

The CONSULTANT will assist the COUNTY with the development of the NPDES permit application as well as with the submission of any required supporting data. The Stormwater Management Report for the project will contain all supporting data developed by the CONSULTANT for the project. The CONSULTANT will provide additional calculations and make revisions to the construction plans as required by the permit reviewer. This scope of services does not include redesign of any elements of the roadway drainage design as a result of comments from the NPDES permit reviewer. Any required revisions would be completed under a separate contract modification.

Task 11

GEOTECHNICAL INVESTIGATIONS AND ENGINEERING SERVICES

General – The CONSULTANT will perform a preliminary and final geotechnical investigation for the roadway, retaining walls, and culverts. The CONSULTANT shall gather samples, conduct tests, and analyze necessary soil and foundation data for the roadway embankment, retaining walls, and culverts. The results of the sampling, testing, analysis, and recommendations

concerning the design shall be compiled into preliminary & final reports for submittal to the COUNTY. The following design standards will apply:

- 2007 SCDOT Standard Specifications for Highway Construction
- SCDOT Standard Supplemental Specifications and Special Provisions
- 2010 SCDOT Geotechnical Design Manual (GDM), Version 1.1
- SCDOT Bridge Design Memorandum to RPG Structural Engineers and Design Consultants, issued after April, 2006
- 2008 SCDOT “Seismic Design Specifications for Highway Bridges”, Version 2.0.
- AASHTO LRFD Bridge Design Specifications, 6th Edition (2012), with latest interims in place at the time of contract execution.

Field Exploration (Preliminary Subsurface Investigation) – Prior to beginning the preliminary subsurface investigation field exploration, the CONSULTANT will prepare and submit an individual encroachment permit to perform the drilling within the DEPARTMENT right-of-way for each project. CONSULTANT shall comply with all DEPARTMENT lane closure restrictions. CONSULTANT shall space borings as required to not perform borings in the railroad right-of-way

All preliminary boring locations should be located along the proposed alignment of the roadway, retaining walls, and culvert within the DEPARTMENT’s right-of-way. The boring locations shall complement the final boring locations that will occur outside or inside DEPARTMENT right-of-way, to assure that the entire construction area will be adequately explored. Clearance of utilities will be the responsibility of the CONSULTANT. Proposed boring locations shall be determined by the CONSULTANT. The CONSULTANT shall provide copies of the proposed preliminary subsurface exploration plans including the anticipated final boring locations to the COUNTY prior to initiation of field work for review and acceptance. See Chapter 4 of the SCDOT GDM for subsurface investigation guidelines. The preliminary subsurface exploration plan is to include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests
- Location of tests

Roadway, Culvert and Roadway Retaining Walls – Subsurface Investigation

- Roadway soil test borings will be performed as specified in the SCDOT Geotechnical Design Manual and as part of the roadway embankment analysis. CONSULTANT has assumed that proposed cut or fill in the footprint of the existing roadway will be minimal (1 foot or less) and fill will be required either side of the exiting roadway to accomplish the widening.
- Preliminary soil test borings will be performed at a frequency of 1,000 feet within the DEPARTMENT’s right-of-way.
- Twenty (20) roadway soil test borings (hand auger borings with dynamic cone penetrometers) will be performed up to a depth of 10 feet or hole collapse outside the

- footprint of the existing roadway but inside the DEPARTMENT right-of-way.
- Bulk samples will be obtained for laboratory testing to be used as part of roadway embankment analysis.
 - No undisturbed samples will be obtained during the preliminary investigation. Undisturbed samples will be collected in the final field investigation based on information developed in the preliminary investigation.
 - At this time the location, length and height of the proposed retaining walls is unknown. The CONSULTANT has assumed that retaining walls will be required in twelve (12) locations. One (1) hand auger boring will be performed at each location to a depth of up to ten (10) feet below existing ground.
 - No pavement coring or FWD analysis is included in this scope of services. No pavement design or lab testing for pavement design is included in this scope of services. The COUNTY will be performing these scope items.

Other Field Testing Items

- Traffic control shall be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that eight (8) days of shoulder closures for work between 1 and 15 feet from the edge of the pavement will be necessary.
- At the completion of field work, all test locations shall be surveyed for latitude and longitude, elevation and station.

Field Engineering – The CONSULTANT shall provide oversight of drill and cone rig operations by field engineers and/or field geologist; Field personnel should consist of 1 field services supervisor, and 1 full time rig geotechnical technician per drill rig, Soil Classification in accordance with USCS (ASTM 2487), Field Services Supervisor, who should have a minimum of 3 years’ experience in supervision of field equipment and field personnel, will coordinate all field activities including clearance of underground utilities through South Carolina 811.

In addition, it is anticipated that regular progress meetings (approximately 2 meetings) will be held with the COUNTY during the execution of the field investigation. At this time, copies of the field logs of test holes completed will be provided to the COUNTY.

Laboratory Testing – The CONSULTANT shall be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. See Chapter 5 of the SCDOT GDM for AASHTO and ASTM designations. The laboratory testing will be performed on selected samples in order to evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory investigation for the roadways is to include, as estimation, the following:

- Thirty (30) Natural Moisture Content tests
- Thirty (30) Grain Size Distribution with wash No. 200 Sieve
- Thirty (30) Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- Two (2) California Bearing Ratio (Using material collected from Bulk Samples)
- Ten (10) Organic Loss Tests

Preliminary Roadway Geotechnical Engineering Report – The Preliminary Roadway Geotechnical Engineering Report shall be conducted in general accordance with the procedures outlined in the GDM. The report shall include a subsurface profile for the preliminary geotechnical subsurface explorations in accordance with the GDM Chapter 7. The preliminary geotechnical engineering report shall be written in accordance with the GDM Chapter 21. The preliminary report will be signed and sealed by a registered SC Professional Engineer. The report shall be submitted with the Preliminary Roadway Plans.

Field Exploration (Final Subsurface Investigation) – Prior to beginning the final subsurface investigation field exploration, the CONSULTANT will prepare and submit an individual encroachment permit to perform the drilling within the SCDOT right-of-way for each project. CONSULTANT shall comply with all DEPARTMENT lane closure restrictions. Based on the assumed design and SCDOT GDM requirements, CONSULTANT assumes borings are not required in the railroad right-of-way. CONSULTANT has assumed that COUNTY will obtain permission from property owners for CONSULTANT to perform borings outside of the DEPARTEMNT right-of-way

Final boring locations shall be determined by the CONSULTANT. The CONSULTANT shall provide copies of the proposed final subsurface exploration plans to the COUNTY prior to initiation of field work for review and acceptance. The testing locations shall be coordinated with the preliminary exploration to avoid testing in the same location. See Chapter 4 of the SCDOT GDM for subsurface investigation guidelines. The final subsurface exploration plan is to include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests
- Location of tests

Roadway, Culvert and Roadway Retaining Walls – Subsurface Investigation

- CONSULTANT has assumed that proposed cut or fill in the footprint of the existing roadway will be minimal (1 foot or less) and fill will be required either side of the exiting roadway to accomplish the widening. Therefore, roadway borings will be performed at least every 500 feet. These locations will be coordinated with the preliminary roadway borings.
- Twenty (20) roadway soil test borings will be performed to a depth up to 25 feet below the existing grade.
- Based on information developed during the preliminary investigation eight (8) undisturbed samples will be obtained in areas of soft cohesive soils where settlements and/or shear strength testing may be warranted.
- Roadway retaining wall borings will be performed at least every 200 feet along the length of the wall and to a depth of at least twice the height of the wall. At this time the location, length and height of the walls is not known. Therefore, the CONSULTANT has assumed that twelve (12) borings up to a depth of 12 feet below the exiting grade will be performed.

- Geotechnical investigation and engineering is required at two (2) culverts along the project corridor. It is anticipated that the large existing culvert that is skewed to the current roadway will be extended more than fifty (50) feet on each end and will require four (4) borings (two (2) on each end). The remaining culvert will be extended less than fifty (50) feet on each end and will require two (2) borings (one (1) on each end). These borings will be performed to a depth of up to 30 feet below the existing grade.

Other Field Testing Items

- Traffic control shall be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that twelve (12) days of non freeway lane closures will be necessary.
- At the completion of field work, all test locations shall be surveyed for latitude and longitude, elevation and station.

Field Engineering – The CONSULTANT shall provide oversight of drill and cone rig operations by field engineers and/or field geologist; Field personnel should consist of 1 field services supervisor, and 1 full time rig geotechnical technician per drill rig, Soil Classification in accordance with USCS (ASTM 2487), Field Services Supervisor, who should have a minimum of 3 years’ experience in supervision of field equipment and field personnel, will coordinate all field activities including clearance of underground utilities through South Carolina 811.

In addition, it is anticipated that regular progress meetings (approximately 2 meetings) will be held with the COUNTY during the execution of the field investigation. At this time, copies of the field logs of test holes completed will be provided to the COUNTY.

Laboratory Testing – The CONSULTANT shall be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. See Chapter 5 of the SCDOT GDM for AASHTO and ASTM designations. The laboratory testing will be performed on selected samples in order to evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory investigation for the roadway is to include, as estimation, the following:

- Thirty Eight (38) Natural Moisture Content tests
- Thirty Eight (38) Grain Size Distribution with wash No. 200 Sieve
- Thirty Eight (38) Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- Ten (10) Organic Loss Tests
- Four (4) Consolidation test
- Four (4) Consolidated, undrained Triaxial shear strength tests

Final Roadway Geotechnical Engineering Report – The Final Roadway Geotechnical Engineering Report shall be conducted in general accordance with the procedures outlined in the GDM. The report shall include a subsurface profile for the final geotechnical subsurface explorations in accordance with the GDM Chapter 7. The final geotechnical engineering report shall be written in accordance with the GDM Chapter 21. The final report will be signed and

sealed by a registered SC Professional Engineer. The report shall be submitted with the Final Roadway Plans.

The CONSULTANT will notify the COUNTY'S designated Project Manager prior to performing any work on site.

The CONSULTANT will notify the COUNTY'S designated Project Manager prior to performing any work on site.

Task 12

ROADWAY STRUCTURES DESIGN AND PLANS

General – This task includes design and plan development criteria for retaining walls and culvert extensions required by the widening of Atlas Road. There will be no aesthetic requirements for the retaining walls or culvert extension. Location and quantities of any temporary shoring required for roadway construction will be included in the roadway construction plans; the shoring design and detailing is the responsibility of the contractor. The following design and construction specifications will be used in the design and preparation of retaining wall and culvert plans:

- The 2007 edition of the DEPARTMENT's *Standard Specifications for Highway Construction*.
- AASHTO's *LRFD Bridge Design Specifications*, 6th edition (2012) and the latest Interim Specifications in place at the time of contract execution.
- AASHTO's *LRFD Bridge Construction Specifications*, 3rd edition (2010) and the latest Interim Specifications in place at the time of contract execution.
- The DEPARTMENT's *Geotechnical Design Manual*, v. 1.1, 2010.
- Supplemental and Technical Supplemental Specifications as already prepared by the DEPARTMENT for design and/or construction.
- DEPARTMENT's Standard Drawings for Road and Bridge Construction.
- DEPARTMENT's *Highway Design Manual*.
- DEPARTMENT's *Road Design Plan Preparation Guide*.
- AASHTO "Guide Specifications" as may be applicable to the project.

Retaining Wall Design and Plans – A retaining wall(s) may be required. The roadway retaining walls are assumed to be cast-in-place walls and will be represented in the plans by plan views, envelope drawings, and associated notes and details. It is assumed that approximately 2,000 linear feet of cast-in-place wall, at up to twelve (12) separate walls from 0-4' high, will be required.

Culvert Design and Plans – There are two existing culverts within the project area that are of insufficient length to accommodate the proposed roadway sections. There is a double barrel reinforced concrete box culvert (RCBC) carrying drainage adjacent to I-77 under Atlas Road, and a quadruple barrel RCBC carrying Reeder Point Branch Tributary No. 1 beneath Atlas Road.

Both structures must be evaluated to determine if they are suitable for extension or complete replacement will be required. The CONSULTANT will be required to make a recommendation to the COUNTY.

For fee purposes, it is assumed that both culverts will be extended at each end. The culvert extensions will be represented in the plans by plan and elevation views, as well as associated notes and representative details.

Noise wall design is excluded from this scope of services.

Task 13

SUBSURFACE UTILITIES ENGINEERING (SUE)

Within 45 days of Notice to Proceed for the contract, the CONSULTANT will provide the COUNTY with a recommendation as to the extent of SUE services to be provided. This should include as much information as can be assembled on utility type, approximate location, owner, material type, prior rights, and any preliminary assessment of impact with respect to the scope of the proposed project. This information will be used to specifically define the limits of the SUE work to be performed.

The CONSULTANT shall perform work in two phases. The first phase consists of designating services (Quality Level B and C). For the purpose of this agreement, “designate” shall be defined as indicating (by marking) the presence and approximate horizontal position of the subsurface utilities by the use of geophysical prospecting techniques. The second phase consists of test hole services (Quality Level A). For the purpose of this agreement, “locate” means to obtain the accurate horizontal and vertical position of the subsurface utilities by excavating a test hole. The CONSULTANT shall provide these services as an aide in the design of right-of-way and construction plans for the project.

Unless specifically stated otherwise, the CONSULTANT shall adhere to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02).

Designating shall be estimated on a cost per linear foot basis and shall include all labor, equipment, and materials necessary to provide complete SUE plans. Locating shall be estimated on a per each basis and shall include all labor, equipment, and materials necessary to provide complete SUE plans. Direct charges for mileage, meals, lodging, reproductions shall be shown separately. Traffic control shall be estimated on a per day basis and shown separately. No separate payment will be made for mobilization and should be included in the per linear foot or per each price for designating or locating.

Designating –

A. In the performing of designating services under this agreement, the CONSULTANT shall,

1. Provide all equipment, personnel and supplies necessary for the completion of Quality Level B information for approximately 98,000 LF of underground utilities.
2. Provide all equipment, personnel and supplies necessary for the completion of Quality Level C information for approximately 10,000 LF of underground utilities.
3. Provide all equipment, personnel, and supplies necessary for the accurate recording of information for approximately 32,800 LF of aerial utilities.
4. Conduct appropriate records and as-built plans research and investigate site conditions.
5. Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow CONSULTANT personnel to work within the existing streets, roads and rights-of way.
6. Designate the approximate horizontal position of existing utilities by paint markings or pin flags in accordance with the APWA Uniform Color Code scheme along the utility and at all bends in the line in order to establish the trend of the line. All utilities shall be designated as well as their corresponding lateral lines up to the point of distribution, existing right-of-way limits, or whichever is specifically requested and scoped for each individual project.
7. Survey designating marks, which shall be referenced to project control provided by the surveyor of record.
8. Draft survey information using DEPARTMENT CADD guidelines for Subsurface Utility Engineering consultants (latest version).
9. Final review and seal of all appropriate work by a professional engineer and/or land surveyor licensed in South Carolina in responsible charge of the project.

B. In the performing of designating services under this agreement, the COUNTY shall,

1. When requested, provide reasonable assistance to the CONSULTANT in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.
2. Provide notification to key DEPARTMENT District personnel concerning the upcoming SUE services to be provided by the CONSULTANT.

Locating –

A. In the performance of locating services under this agreement, the CONSULTANT shall,

1. Provide all equipment, personnel and supplies necessary for the completion of Quality Level A information for an estimated 10 test holes
2. Conduct appropriate records and as-built research and investigate site conditions.
3. Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow CONSULTANT personnel to work within the existing streets, roads and rights-of-way.

4. Perform electronic or ground penetrating radar sweep of the proposed conflict and other procedures necessary to adequately “set-up” the test hole.
5. Excavate test holes to expose the utility to be measured in such a manner that insures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, the CONSULTANT shall comply with all applicable utility damage prevention laws. The CONSULTANT shall schedule and coordinate with the utility companies and their inspectors, as required, and shall be responsible for any damage to the utility during excavation.
6. Provide notification to the COUNTY concerning 1) the horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum; 2) the elevation of the existing grade over the utility at a test hole referenced to the project survey datum; 3) the estimated outside diameter of the utility and configuration of non-encased, multi-conduit systems; 4) the utility structure material composition, when reasonably ascertainable; 5) the benchmarks and/or project survey data used to determine elevations; 6) the paving thickness and type, where applicable; 7) the general soil type and site conditions; and 8) such other pertinent information as is reasonable ascertainable from each test hole site.
7. Provide permanent restoration of pavement within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.
8. Draft horizontal location and, if applicable, profile view of the utility on the project plans using CADD standards as outlined above. A station and offset distance and/or northing and easting coordinates (State Plane) with elevations shall be provided with each test hole.
9. Test hole information shall be formatted and presented on CONSULTANT’s certification form and listed in a test hole data summary sheet.
10. Certification form shall be reviewed and sealed by a professional engineer and/or land surveyor licensed in South Carolina and in responsible charge of the project.

B. In the performance of locating services under this agreement, the COUNTY shall,

1. When requested, provide reasonable assistance to the CONSULTANT in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.
2. Provide notification to key DEPARTMENT District personnel concerning the upcoming SUE services to be provided by the CONSULTANT.

The above quantities are based on the level B designation for 500-800 feet along each direction of Atlas Road at major intersections (Garners Ferry, Greenlawn, Veterans, Shop, and Bluff), several hundred feet along each direction of each of these intersecting roads, 500 feet along Atlas Road at railroad crossings and culverts, nine designated utilities in each section, plus a 20% contingency reserved for designating at crossline pipes or other areas as needed. The CONSULTANT will notify the COUNTY immediately should additional SUE be recommended. The CONSULTANT will notify the COUNTY’S designated Project Manager prior to performing any work on site.

Task 14

UTILITY COORDINATION ASSISTANCE

The CONSULTANT shall coordinate the project development with the COUNTY's Utility Coordinator. Coordination shall involve inviting the COUNTY's Utility Coordinator to necessary project meetings, providing updates to schedule, and providing project files as requested by COUNTY's Utility Coordinator. The CONSULTANT will provide electronic copies and pdf's of the Survey and Subsurface Utility Engineering as well as a listing of the utilities that exist within the project limits as soon as the information becomes available so that early coordination with utility companies can begin. The COUNTY'S Utility Coordinator will handle coordination of the project development with utility companies. The CONSULTANT will anticipate approximately 4 meetings for Utility Coordination.

Task 15

RAILROAD COORDINATION

Upon Notice to Proceed, the CONSULTANT will review all previous railroad coordination efforts undertaken regarding the two railroad crossing. After review of the efforts to date, the CONSULTANT will contact the Railroad to begin the coordination process and determine the appropriate points of contact for each entity.

During early coordination, the CONSULTANT will provide the Railroad representatives with an overview map and project description in order to determine their existing and future use of the railway within the project limits and solicit preliminary feedback on the requirements for the project.

The CONSULTANT will obtain up-to-date Preliminary Design (PE) Agreements and Construction Agreements as well as any specific requirements that the Railroad may have at this site.

The CONSULTANT will provide copies of the Railroad Agreement(s) and any additional requirements of the Railroad to the COUNTY for a legal review and concurrence. The CONSULTANT will not perform any negotiations regarding the terms of the agreements with the Railroads; this is to be performed by the COUNTY or the OWNER.

The CONSULTANT will determine the limits of Railroad right-of-way based on property plans, old plans, and/or tax maps and show the right-of-way limits relative to the information in the location survey. This information will be provided to the Railroad for concurrence and the CONSULTANT will coordinate with the Railroad regarding any discrepancies in the right-of-way.

The CONSULTANT anticipates that a separate right-of-entry agreement with the Railroad may be required for surveys, borings, and other design tasks that may require encroachment onto

Railroad right-of-way. The CONSULTANT will coordinate to obtain this permit if necessary. The CONSULTANT will coordinate with the Railroad flagman concerning times when field operations will be occurring within the railroad right-of-way.

The CONSULTANT will reimburse the Railroad for required flagman operations associated with pre-construction surveys, SUE and geotechnical investigations. The CONSULTANT will purchase a Railroad Public Liability insurance rider under the Railroads' policy to cover field operations. The CONSULTANT will invoice these costs to the COUNTY as a reimbursable expense.

Upon concurrence by the COUNTY on the terms of the PE Agreement(s), the CONSULTANT will coordinate with the COUNTY to complete the PE Agreement(s) and provide the completed PE Agreement(s) to the COUNTY for execution. Execution of the PE Agreement(s) is required for the Railroad to perform their review of the preliminary plans.

After the PE Agreement is executed with the Railroads, the CONSULTANT will submit preliminary plans to the Railroad for review. The CONSULTANT will coordinate with the representatives from the Railroad as necessary during the review period to facilitate their review of the plans. A 30-day review period by the Railroad is assumed for the preliminary plans.

The CONSULTANT will coordinate with the Railroad and will include any necessary Special Provisions conveying all applicable requirements of the Railroad in the Construction Contract Documents; this includes but is not limited to special insurance requirements, flagging requirements, requirements to facilitate construction inspection by railroad representatives, etc.

The CONSULTANT will NOT reimburse the Railroad for submittal fees and engineering services and handling costs associated with their internal plan approval and coordination process. These costs, if any, will be negotiated in the agreement signed between the COUNTY and the Railroad.

Task 16

CONSTRUCTION PHASE SERVICES

Pre-Construction/Partnering Conference – The CONSULTANT will attend the Pre-Construction/Partnering Conference and respond to questions by the CONTRACTOR pertinent to the design and proposed construction methodology. Assume one Pre-Construction/Partnering Conference.

Construction Phase Project Meetings – The CONSULTANT will attend meetings with the COUNTY to discuss construction issues as needed during the construction of this project. Assume 24 meetings. The CONSULTANT will not be responsible for agendas, minutes, or other materials for this task.

Construction Phase Assistance - The CONSULTANT will assist COUNTY personnel during the construction phase when problems or questions arise relating to the design and proposed construction methodology. Assume 6 hours per month for a project construction duration of 24 months.

Construction Revisions – The CONSULTANT will make necessary revisions to construction plans that arise during the construction phase of the project. Assume 8 construction revisions.

Shop Plans and Working Drawings Review – The CONSULTANT will review the Contractor’s shop drawings and working drawings as required by the 2007 Edition of the *Standard Specifications for Highway Construction*, in a timely manner following award of contract and during construction. This includes retaining wall components only.

Geotechnical Design and Construction Services – The CONSULTANT shall also provide geotechnical construction engineering services which shall include the following items:

- General embankment construction troubleshooting
- Written evaluation of soil strength testing on borrow excavation materials
- General retaining wall construction troubleshooting
- Review and approval of the Contractor’s MSE shop drawings, if applicable
- The scope of services shall be conducted according to the DEPARTMENT’s Standard Specifications, supplemental specifications, and/or plan notes.

The CONSULTANT should anticipate 96 total hours for this task.

As-Built Plans – The CONSULTANT will not be responsible for the development of As-Built Plans for this project.

Services Not Provided

Services not provided by the CONSULTANT include, but are not limited to, the following:

- Lighting plans
- Landscaping and irrigation plans
- Pavement coring or pavement design
- Falling Weight Deflectometer (FWD) testing
- Video Pipe Inspection
- Sight-specific Response Analysis study
- Utility relocation design and plans
- Right-of-way acquisition, negotiations, or appraisals
- Administering or advertising the bid process
- Fabricating or erecting signs for public meetings
- Alternate designs for bidding
- Construction Engineering and Inspection (CEI)
- Updating plans and documents after final submittal
- Location of water and sewer utility services for each utility customer in the project area.
- All other services not specifically included in this scope of work

Services of the COUNTY

The COUNTY agrees to provide to the CONSULTANT, and at no cost to the CONSULTANT, the following upon request:

- Access to and use of all reports, data and information in possession of the COUNTY which may prove pertinent to the work set forth herein.
- Existing Policies and Procedures of the COUNTY with reference to geometrics, standards, specifications and methods pertaining to all phases of the CONSULTANT's work.
- Existing roadway plans.
- Base mapping for Atlas Road. The CONSULTANT will perform check cross sections to verify the data provided by the COUNTY.
- Approved Design Criteria.
- Coordinate, advertise, fabricate and erect signs, and approve location for Public Meeting and Public Hearing.
- Provide Security guard for the public information for each roadway.
- Provide existing signalized intersection coordination timing(s), existing interconnect plan, and location of master, if applicable
- Provide Existing utility data provided by Utility Owners within the project area
- Copies of accident data along the project corridor.
- Eminent Domain advertisement notice.
- Final moving, demolition and reset items list. An initial list will be provided by the CONSULTANT.

- Pavement design.
- Contract documents (project specific special provisions to be supplied by CONSULTANT)
- Payment of fees required by state and federal review/approval agencies.
- Final processing of JD and Wetlands Permit and coordination with the agencies.
- Right-of-Way acquisition.
- Right-of-Way verification.
- As-built roadway plans.
- Construction Engineering and Inspection (CEI)

Project Deliverables

The CONSULTANT will submit the deliverable items shown below within the time allotted for each phase of work. Delivery may not be in the order shown.

- Monthly status updates
- Meeting agenda and minutes
- Permit Determination Form
- Jurisdictional Determination Request Package
- SCDOT USACE General Permit Application Package, including supplemental documentation.
- Attendance at two (2) public meetings
- PDF versions of the public information meeting displays and handouts
- Preliminary and final traffic study
- Recommendation for extent of SUE services – 45 days from NTP
- Full size color plots of U-sheets along with Microstation/PDF electronic files
- Project Concept Report
- Preliminary Roadway Plans
- Preliminary Plans stage construction cost estimates
- Preliminary Right-of-Way Plans
- Final Right-of-Way Plans
- Final Right-of-Way Microstation files
- Right-of Way Plans stage construction cost estimates
- Preliminary traffic signal design
- Transportation Operations Plan and Public Information Plan
- Stormwater Management Report
- If necessary, CLOMR for Atlas Road over Reeder Point Branch and Atlas Road over Reeder Point Branch Tributary No. 1.
- Preliminary Roadway Construction Plans
- Final Roadway Construction Plans, project specific specifications, and Engineer's construction cost estimate
- NPDES permit application/Notice of Intent
- Erosion control computations, if necessary
- Preliminary and final geotechnical roadway reports

Schedule

Below is a summary of significant milestones and anticipated submittal timeframes:

- *Mapping Verification and Surveys*: completed within 2 months of NTP
- *Preliminary Roadway Plans*: 6 months from NTP
- *Preliminary Right-of-Way Plans*: 9 months from NTP (assuming 6 weeks for County/Department review of Preliminary Roadway Plans)
- *Final Right-of-Way Plans*: 12 months from NTP (assuming 6 weeks for County/Department review of Preliminary ROW Plans)
- *Final Roadway Construction Plans*: 18 months from NTP (assuming 6 weeks for County/Department review of Preliminary Roadway Construction Plans)

Atlas Road - Fee Percentage by Firm

Firm	Status	Total Fee	Percentage
Cox and Dinkins	SLBE	\$ 810,738.00	45.01%
Davis and Floyd		\$ 493,560.00	27.40%
CECS	SLBE, DBE	\$ 207,418.44	11.51%
Chao	SLBE, DBE	\$ 70,890.00	3.94%
Kimley Horn		\$ 52,980.00	2.94%
F&ME		\$ 138,149.20	7.67%
CASE	DBE	\$ 15,600.00	0.87%
John Bowman Architect	SLBE, DBE	\$ 12,000.00	0.67%
		\$ 1,801,335.64	

SLBE: 61.12%
DBE: 16.98%

Directs:

SUE Total Directs	\$ 162,318.44
Traffic Counts	\$ 4,600.00
Environmental Permits	\$ 10,600.00
Geotech Total Directs	\$ 75,817.20
Railroad Directs	\$ 38,000.00
	\$ 291,335.64

Total Fee minus Directs \$ 1,510,000.00

ON CALL ENGINEERING SERVICES AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

And

COX and DINKINS, INC.,

Relating to The

RICHLAND COUNTY

**SALES TAX TRANSPORTATION IMPROVEMENT
PROGRAM**

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THIS AGREEMENT made and entered into and effective this ___ day of February, 2015, by and between Richland County, South Carolina, a body politic incorporated under the laws of the State of South Carolina (the "County") and Cox and Dinkins, Inc., a company organized and existing under and by virtue of the laws of the State of South Carolina and qualified to do business in the State of South Carolina, with its principal offices located at 724 Beltline Boulevard, Columbia, South Carolina 29205.

WITNESSETH:

WHEREAS, Richland County, South Carolina (the "County") passed on November 6, 2012 a Local Option Sales Tax referendum, (the "Penny Sales Tax") for the purpose of improving roads, greenways, sidewalks and related transportation improvements in the County through the Richland County Sales Tax Transportation Improvement Program (the "Program"); and

WHEREAS, the County has determined that the best utilization of funds from the Penny Sales Tax includes implementation of the Program through a Program Development Team ("PDT") but also design and other consulting work to be performed on a non-exclusive basis by several On Call Engineering Services Teams (the "Teams"); and

WHEREAS, after a competitive process through the issuance of the Request for Qualifications ("RFQ," as later defined herein), the Consultant was one of the Teams selected by the County to work with the County and the PDT in the implementation of the Program;

WHEREAS, the County desires to employ Consultant to render professional engineering services for the use and benefit of the County in the development of the Project(s) (as defined below) on an "on call" basis;

WHEREAS, "on call" services means that the County may or may not, in its sole discretion, elect to utilize the services of the Consultant on any Project as provided for in this Agreement and any Service Order issued in connection with this Agreement; and

WHEREAS, the Consultant has represented to the County that the Consultant is experienced and qualified to provide the services contemplated by this Agreement and the County has relied upon such representation; and

NOW THEREFORE, in consideration of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. Relationship and General Responsibilities of the Parties.

A. Definitions. For terms as used in this Agreement and any attachment or exhibit hereto (except where terms may be specifically defined elsewhere in this Agreement):

1. "Additional Services" shall mean services provided by the Consultant which are not specifically contained in this Agreement or a Service Agreement.

2. "Agreement" means this Agreement.
3. "CAP" means Corrective Action Plan.
4. "CEI" shall mean Construction Management and Construction Engineering and Inspection.
5. "Claim" shall have the meaning as stated in Section VIII.
6. "Commercially Useful Function" – an SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.
7. "Contract" means all types of County agreements, regardless of what they may be called, entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction, or services of any kind relating to the Agreement.
8. "Consultant" means Cox and Dinkins, Inc.
9. "Contract Documents" shall mean this Agreement and the Exhibits listed in Section XIII of this Agreement.
10. "Consultant Employee" means any employee of the Consultant.
11. "Contract Management Officer" or "CMO" shall be the person appointed by the County Director of Procurement with the approval of the Richland County Administrator to administer and manage the Agreement on behalf of the County.
12. "Contracting Officer" shall be the person occupying the position of the Contract Management Officer or another person designated in writing by the County Administrator utilizing the Notice provisions of this Agreement.

13. "Construction Contracts", shall mean agreements between the County and construction consultants, vendors and utility companies for construction work on Projects.
14. "County" means Richland County, South Carolina.
15. "County Council" means the County Council of Richland County, South Carolina.
16. "CTIP" means the Comprehensive County Transportation Improvement Program.
17. "Day" means calendar day.
18. "DBE" means disadvantaged business enterprise as defined in 49 C.F.R. § 26.5.
19. "Effective Date" of this Agreement shall be the date above stated.
20. "Latest Approved CTIP" means the most recently County Council approved CTIP through the term of this Agreement.
21. "Lump Sum" means the amount of compensation under a Service Agreement that is inclusive of all compensation for all Services, expense, and charges, known and unknown, for the scope of Services of Consultant in that Service Agreement.
22. "Notice to Proceed" shall mean authorization from the County to commence Services under a Service Agreement.
23. "OET" means the On-Call Engineering Teams.
24. "Office" means a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the Consultant for at least one year before the submittal deadline for the Qualification Packages and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each.
25. "Other Governmental Entities" or "OGE" means federal, state, or local governmental entities other than the County.
26. "Ordinance" shall mean Chapter 2-639 of the Richland County Code of Ordinances, the County's Small Local Business Enterprises Ordinance.
27. "Party" shall mean either the County or the Consultant. "Parties" shall mean the County and the Consultant.

28. "Person" means a corporation, partnership, limited liability company or other business association of any kind, trust, joint-stock company or individual.
29. "PDT" means the Program Development Team for the Program.
30. "Primary Office" means the Office from which a Consultant or Subcontractor provides the majority of its services under the Contract.
31. "Procurement Department" means the Richland County Procurement Department.
32. "Program Cost" means the sum total of all Project costs plus the cost to administrate the CTIP. The current Program Cost is approximately \$760,009,000.
33. "Project" or "Projects" shall mean those projects that are described at: <http://rcgov.us/Government/TransportationPenny/AdditionalResources.aspx>, as of the Effective Date of this Agreement, subject to change by the Latest Approved CTIP.
34. "Project Cost" means all budgeted costs directly attributable to the planning, design, administration, right of way acquisition, construction engineering and inspection, close-out and other Project related cost of a single Project. The sum total of approved budgets is approximately \$736,909,000. The approved budgets may be increased through grants or state or federal monies.
35. "Prompt Payment" has the same meaning as it has in Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing.
36. "Preliminary Engineering Services" shall mean design services prior to letting of Construction Contracts.
37. "Program" shall mean the Richland County Sales Tax Transportation Improvement Program.
38. "Records" means books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
39. "Reimbursable Expenses" are those expenses listed in Exhibit E and shall be paid at actual cost by the County with no mark-up to the Consultant.
40. "RFQ" means the Richland County Request for Qualifications identified as "RC-Q-2014--OET" and referenced, but not attached, as Exhibit B to the Agreement.
41. "RFQ Response" means the Consultant's Response to the RFQ. The RFQ Response is referenced, but not attached, as Exhibit C to the Agreement.

42. "SCDOT" means the South Carolina Department of Transportation.
43. "Scope of Work" or "Scope of Services" shall mean entirety of Services to be performed under this Agreement, including any Service Agreement.
44. "Service Order" means an order by the County in the form attached at Exhibit A to the Agreement whereby the County requires Services of the Consultant for a Project to the extent provided in the Service Order and for the compensation stated in the Service Order.
45. "Service Agreement" means a Service Order agreed to by both the Consultant and the County in writing.
46. "Service Agreement Change Order" shall mean a signed agreement by the County and the Consultant in accordance with Section VII affecting the Scope of Services under any Service Agreement.
47. "Services" means the services required of the Consultant under this Agreement and any Service Agreement.
48. "SLBE" means a Small Local Business Enterprise as that term is used in the County's Small Local Business Enterprises Ordinance, Chapter 2-639 of the Richland County Code of Ordinances.
49. "SLBE Application" means the certification application Form R developed and overseen by the County pursuant to the Ordinance.
50. "SLBE Progress Evaluation" means an evaluation by the County of Consultant's actual utilization of SLBE Subconsultants as compared to the most recent Estimated Program Cost.
51. "SLBE Representations" means the levels of SLBE participation presented in the Consultant's RFQ Response in the Services to occur in the aggregate by the end of five (5) years after the Effective Date of this Agreement.
52. "SLBE Subconsultant" means any person, other than the Consultant, who (a) offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or Services of any kind who enters into a Subcontract in connection with this Agreement and includes any person who offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or services of any kind to a higher tier Subconsultant; and (b) is certified by the County as an SLBE entity.
53. "SLBE Subconsultant Contracts" means collectively the executed subcontracts, service agreements, or utilization commitment forms submitted by Consultant to the County's SLBE program.

54. “Subcontract” means a contract or contractual action entered into by the Consultant or a Subconsultant for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind under a Contract.

55. “Subconsultant” means any person, other than the Consultant, who offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or Services of any kind who enters into a Subcontract in connection with this Agreement and includes any person who offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or services of any kind to a higher tier Subconsultant.

56. “Transportation Projects” shall mean those Projects contained in the County’s Transportation Improvement Program.

57. “Work” shall mean the “Services.”

B. General Scope

1. The Consultant agrees to perform and furnish Preliminary Engineering Services and design services as requested by the County for a Project pursuant to a Service Order issued by the County. This Agreement shall apply to any Service Agreement agreed to by the Parties within the term of this Agreement until completion of the Service Agreement.

2. The Consultant shall provide the Services in any Service Order and Service Agreement subject to the terms and conditions of this Agreement, which are incorporated into any Service Order issued by the County to the Consultant unless specifically omitted in said Service Order.

3. The Consultant shall be required to coordinate with the PDT and with any other consultant retained by the County.

4. The general scope of Work that could be provided by the Consultant under individual Service Orders is:

- a) *Task I: Surveys*
 - (1) Ground Surveying
 - (2) Aerial photography and mapping
 - (3) 3D Scanning
- b) *Task II: Subsurface Utility Engineering*
 - (1) Quality Level A survey (also known as “locating”)
 - (2) Quality Level B Subsurface Utility Engineering (also known as “designating”)
- c) *Task III: Geotechnical Engineering*
 - (1) Geotechnical Field Investigation
 - (2) Field Engineering
 - (3) Laboratory Testing

- (4) Preliminary Geotechnical Engineering Reports for both roads and bridges
- (5) Final Geotechnical Engineering Reports for both roads and bridges
- d) *Task IV:* Traffic Engineering Studies and Design
 - (1) Traffic analysis for roadways, intersections, and interchanges
 - (2) Work Zone Traffic Control Plans
 - (3) Temporary and Permanent Signing and Marking Plans
 - (4) Traffic Signalization Plans
 - (5) Traffic Management Plans
- e) *Task V:* Hydrology/Hydraulics
 - (1) Preliminary Drainage Design
 - (2) Stream Analysis and FEMA Studies
 - (3) Final Drainage Design and Stormwater Management Report
 - (4) NPDES Study and SCDHEC NOI
- f) *Task VI:* Roadway Design
 - (1) Preliminary Roadway Design
 - (2) Final Right-of-Way Plans
 - (3) Final Road Construction Plans
- g) *Task VII:* Bridge Design
 - (1) Bridge Concepts
 - (2) Preliminary Bridge Plans
 - (3) Final Bridge Plans
- h) *Task VIII:* Roadway Structures Design
 - (1) Retaining Walls
 - (2) Noise Walls
- i) *Task IX:* Enhancement Design
 - (1) Bikeways and Pedestrian Facilities Design
 - (2) Greenways Design
 - (3) Landscape Architecture Design
 - (4) Pedestrian and Roadway Lighting Design
- j) *Task X:* Permit Application
 - (1) Preliminary and Final Permit Applications
- k) *Task XI:* Construction Phase Services
 - (1) General Engineering Assistance
 - (2) Structural Engineering Assistance
 - (3) Geotechnical Engineering Assistance
 - (4) Value Engineering Reviews

5. However, Consultant's specific scope of Services for any Project will be pursuant to a Service Order in the form attached at Exhibit A hereto.

C. Consultant's Relationship with County.

1. The Parties' intent is for Consultant to assist County, and to carry out certain duties, in the planning and design of Projects that have been approved by County as part of the Program. As part of the Services for the County, Consultant is the County's trusted advisor as to the Services.
2. The Consultant shall perform the Services in a competent and timely manner, and with respect to each type of work performed by Consultant as part of the Services, the Consultant shall use that degree of reasonable care and skill ordinarily exercised by other similar firms performing services and obligations of a similar nature, and in accord with all applicable laws, rules, and regulations.
3. The Consultant in its performance of the Services is an independent Consultant and shall not be deemed an employee of the County for any purpose whatsoever. The Consultant shall not hold itself or any of its employees out as an employee of the County and shall have no power or authority to bind or obligate the County. The Consultant shall obtain and maintain all licenses and permits required by law for performance of this Agreement by it or its employees, agents, and servants. The Consultant shall be liable for and pay all taxes required by local, State, or Federal governments, including but not limited to Social Security, workers' compensation, Employment Security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Consultant or its employees, agents, or servants by reason of this Agreement.

II. Consultant's Work.

A. Service Orders & Agreements.

1. The Consultant will provide Services to the County from time to time as ordered by the County in the County's sole discretion for any Project exclusively through a written Service Order, in the form attached at Exhibit A.
2. An agreed upon Service Order together with this Agreement forms a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Service Agreement Change Order.
3. The terms of this Agreement are incorporated into every Service Order by reference unless the Service Order specifically states any term of this Agreement to be omitted from that Service Order.
4. The Consultant is not the exclusive provider of any Services for the County.

5. The County is not required by this Agreement to issue any Service Order to the Consultant.

6. Time is of the essence for Consultant's Services under any Service Agreement.

B. Checking and Reviewing of Plans.

1. It is the Consultant's responsibility to produce plans that conform with all specifications, guidelines and requirements stated in this Agreement and any Service Agreement unless a specific deviation has been requested in writing and approved by the County. All plans, whether preliminary or final, submitted to the County, shall have been checked in their entirety for completeness, correctness, accuracy and consistency with other details in all respects, and shall have been thoroughly reviewed by the Consultant to be in compliance with these requirements prior to submission to the County.

2. The spaces provided in the title box labeled "By", "CHK'D" and "REVIEWED BY" shall be signed with the initials of the persons who performed those specific functions on that portion of a Project at the time of submittal to the County. In the event that a print of a partially completed sheet is to be submitted, the initials may be added directly to the print rather than being entered on the original drawing.

3. Once plans have been submitted to the County, no changes shall be made unless the County has been notified of the specific change. However, additions to complete the plans may be made provided the requirements for checking and reviewing are applied. All prints submitted to the County shall have the date of submittal stamped on the title sheet.

4. The County will perform a general review of the plans only. The County's review does not relieve the Consultant of any responsibility for the completeness, correctness, consistency and accuracy of all information, dimensions, quantities, details, designs and compliance with all specifications, guidelines and requirements of this Agreement and any Service Agreement. Should any discrepancies, errors or omissions be found at any time, after submittal of the plans, corrections to plans will be made at the Consultant's expense. The Consultant shall not include the cost of corrections of faulty or deficient work on his invoice to the County.

5. Failure to meet any of the above requirements may result in the withholding of payment until plans are deemed acceptable in the opinion of the County, or may be deemed just cause for consideration of termination of this Agreement.

C. Certification of Project Plans and Specifications.

1. The County and Consultant may agree to have plans and specifications for a Project completed and sealed by the Consultant.
2. Should the Consultant and the County agree for the Consultant to complete and seal a Project's plans and specifications, the Consultant agrees as follows with respect to those sealed plans and specifications.:
 - a) The Consultant accepts full responsibility for all such sealed Project plan and specification reviews including the approval of all information, dimensions, quantities, details and designs involved in the preparation and production of such plans and specifications for the Project as described in that Service Agreement;
 - b) The Consultant sealing such plans is a South Carolina registered engineering firm with absolute authority to accept the responsibility for such plans and specifications for the Project;
 - c) Each Project plan sheet submitted on the applicable Project will be signed and sealed by a South Carolina Registered Engineer;
 - d) The Project plans and specifications conform with all guidelines and requirements stated in this Agreement and the applicable Service Agreement unless a specific deviation has been requested in writing and approved by the County, and, if applicable, the SCDOT and/or the Federal Highway Administration;
 - e) The Consultant will check all such sealed Project plans and specifications in their entirety for completeness, correctness, accuracy and consistency with other details in all respects, and such plans will be thoroughly reviewed by the Consultant to be in compliance with the requirements in effect at the time of submission to the County;
 - f) The Consultant certifies that all of the Services performed under any Service Agreement with respect to sealed plans and specifications will be performed in accordance with the applicable provisions and specifications, and will be performed so as to meet or exceed reasonable standard of care of the profession; and
 - g) The Consultant by signing and sealing the plans, it assumes full, complete and conclusive liability for all discrepancies, errors or omissions found at any time in the plans or specifications.

III. Out of Scope “Additional” Services.

- A. At the request of County, Consultant shall provide other engineering or construction management Services related to this Program that are not within the scope of the Services provided for in this Agreement (“Additional Services”).
- B. Scope, costs and fees for Additional Services shall be determined prior to the Consultant starting such Additional Services by mutually agreed to in writing as an Addendum or Change Order to this Agreement.

IV. Inspection and Acceptance.

- A. All Services shall be subject to review by the County at all reasonable times and places prior to acceptance.
- B. Any such review is for the sole benefit of the County and shall not relieve the Consultant of the responsibility of providing quality services to comply with the Agreement and/or applicable Service Agreement requirements.
- C. No review by the County shall be construed as constituting or implying acceptance. Such review shall not relieve the Consultant of the responsibility to correctly perform the Services, nor shall it in any way affect the continuing rights (including warranty rights) of the County after acceptance of the completed Services.
- D. The Consultant shall, without charge, correct or re-perform any Services found by the County not to conform to the requirements of this Agreement or of any Service Agreement, unless the County consents in writing to accept such Services with an appropriate adjustment in the compensation to the Consultant for the Services performed under the applicable Service Agreement.
- E. If the Consultant fails to correct or re-perform any Services not found to conform to the requirements of this Agreement or the applicable Service Agreement within a reasonable period of time after written notice to the Consultant, the County shall have the right to self-perform those Services and charge back the cost to correct or re-perform those Services to the Consultant.
- F. Final acceptance of all Services arising from a Service Agreement does not occur until final payment is made by the County to Consultant for all Services performed under any Service Agreement or this Agreement.

V. Compensation.

- A. General.
 - 1. Compensation for any Service Order shall be determined on each Project by the County.

2. The Consultant shall not be obligated to execute any Service Order requested by the County.

3. The Service Agreement shall be the complete and entire agreement for the scope of Services and compensation for such Services of the Consultant for that Service Agreement.

B. Lump Sum.

1. In the event the extent of the Consultant's studies and work effort during all phases of work set forth can be determined with exactness at the time of negotiation, it is mutually agreed by and between the Consultant and the County that compensation to the Consultant will be on a Lump Sum basis.

2. Lump sum may also include approved unit cost or per parcel if considered appropriate and approved by the County.

3. The Consultant by executing a Service Order for a lump sum agrees that it has had a full opportunity to examine the scope of its work for a Project, and if the compensation agreed to by the Consultant in a Service Order is a lump sum amount, the Consultant waives any claims for unknown or differing site conditions or conditions that otherwise may increase the Consultant's costs unexpectedly, as the Consultant in such a case agrees to take the full risk of such unknown or differing site conditions or issues.

C. Cost Plus Fee Based.

1. In the event the extent of the amount of work to be performed by the Consultant to determine the Consultant's compensation for a Service Agreement cannot be determined with exactness at the time of negotiation, it is mutually agreed by and between the Consultant and the County that compensation to the Consultant may be based on the Consultant's actual cost of performing all phases of the Services under that Service Agreement, plus a fixed amount to cover net fee only.

2. For the cost of Subconsultants, outside services and associate services as may be necessary and as formally approved by the County, the Consultant shall be reimbursed by the County only for the actual cost to Consultant for such services.

3. For Consultant's Services in which payment is on a cost plus fixed fee basis as described above, the actual costs of the Consultant eligible for reimbursement are those directly attributable to the accomplishment of the specific Services of the Consultant under the Service Agreement. These may include:

a) Actual basic salaries of productive personnel for work time directly connected with the project, unless the Parties agree to those rates in Exhibit D.

b) Payroll additives (meaning the normal incidental costs of an individual employee such as fringe benefits, taxes, etc.) eligible for reimbursement, unless the Parties agree to those rates in Exhibit D.

c) The general operating overhead costs of Consultant as determined by an audit by the County of Consultant's operations, unless an amount is otherwise specified by the County and the Consultant. General operating overhead costs are all costs not identified specifically in this Agreement or in a Service Agreement as an otherwise reimbursable cost.

d) Out-of-pocket direct Project expenses shall be invoiced to the County at their actual cost to Consultant. Any non-salary cost identified specifically with a Project and not a normal cost of the Consultant included in any other category of cost identified in this Subsection C is a direct charge to the Project and is eligible for compensation. Such out-of-pocket costs shall include, but not necessarily be limited to, travel and subsistence for Consultant's personnel assigned to a Project outside of the County or within 50 miles of the County (for example, required meetings with SCDOT officials or Federal Highway Administration officials that cannot be held in the defined geographic region), Project materials and supplies, and special printing and reproductions. Automobile mileage outside of the County will be reimbursed at the actual cost per mile incurred provided such cost per mile does not exceed the rate established by the Internal Revenue Service for the period. Consultants will not be reimbursed for regular commuting mileage. Commuting is defined as travel from a residence to the home office location. Billings for any actual out-of-pocket expenses directly identifiable with the project shall be supported by actual account records, expense accounts, receipts and other miscellaneous supporting materials and shall be made available by Consultant for review and audit by the County or authorized County representative.

e) The County shall judge in its sole but reasonable discretion what may or may not be an out-of-pocket cost and proper overhead expense cost.

4. The County shall not reimburse the Consultant for any expenses relating to business development activities, attendance at any special event, function, or ceremony where attendance is for social purposes. This does not include special events, functions or a ceremony in which a written County request and approval has been given to the Consultant to attend for the purpose of speaking and/or presenting purposes, or assisting County staff with preparation and delivery of the

function. Consultant is required to certify compliance with this paragraph on all invoices.

5. The Consultant and its authorized Subconsultants, shall maintain cost records in such manner as to comply with the policies set forth in Federal-Aid Policy Guide, Chapter 1, Subchapter B, Part 172, Administration of Engineering and Design Related Service Contracts (23 CFR 172) and also in 48 CFR 31 of the Federal Acquisition Regulations, OMB Circular A- 102, or their most recent amendments, and other directives as appropriate.

6. The Consultant should have the necessary equipment and other items to perform its Services. In those cases where it becomes necessary to purchase, lease, or rent equipment or other items with Project funds, prior written County approval is required. All equipment and other items approved by the County for purchase with Project funds shall become the property of the County at the completion of the Project.

7. Consultant has represented to County that the Consultant has the necessary personnel to perform the Consultant's Services, and the County has relied upon such representation. The County shall not be responsible for any relocation costs.

8. The County shall not be responsible for Consultant's employee's overtime, extra-pay shifts and multi-shifts.

D. Compensation for Additional Services.

1. The County must approve any Additional Services in writing before the County shall be liable for the cost of any Additional Services. Any form of compensation not a Cost-Plus Fee or Lump Sum (as identified above) to the Consultant shall be considered to be Additional Services unless otherwise specifically provided in writing.

2. The County may choose to utilize the Additional Services payment method in a Service Order.

3. Any Changes in Scope of the Services of this Agreement shall be charged as Additional Services unless the Parties otherwise agree in writing.

4. The County agrees to pay the Consultant for the performance of the Additional Services pursuant to this Agreement, including all items necessary to accomplish and complete the Additional Services, in accordance with all terms and conditions as stated herein and if not agreed to otherwise by the County and the Consultant, which shall be determined on the following basis:

a) For personnel, the rates as provided in Exhibit D.

(1) Wage Escalation: Wage rates in the Personnel Rate Schedule are subject to increase on the following dates; January

1, 2016, January 1, 2017, January 1, 2018, and January 1, 2019, if applicable.

(2) The wage increases shall be calculated from the base rate established at the date of this Agreement in Exhibit D with annual escalation limited to increases in the personnel rates utilizing the most applicable employment position category for as provided in the NAICS of the US Bureau of Labor Statistics.

b) Reimbursable Expenses as provided in Exhibit E. All Reimbursable Expenses are paid at actual cost and are not to be considered to be part of any overhead or profit calculation in this Agreement.

c) Actual costs of materials, including sales tax and cost of delivery; cost of direct labor as provided by the personnel rates on Exhibit D; rental value of equipment and machinery; plus a markup for additional general conditions cost, overhead, and profit at not more than 15% of the actual costs incurred by the Additional Services (but excluding the costs of personnel as stated in Exhibit D).

5. All Additional Services shall be documented by Consultant in a form with sufficient information suitable to the County. The Consultant should be prepared to provide evidence of all charges for Additional Services commensurate with the standard American Institute of Architects Cost-Plus Contract forms.

6. Invoices for Additional Work shall be prepared and submitted as follows: Invoices for labor shall indicate the employee's name, classification, and straight time and approved overtime hours. Labor categories and rates must correspond to those set forth in the "Personnel Rate Schedule" applicable at the time when the Services were performed and attached herein as Exhibit D.

7. Items where compensation is established as an "hourly" "not-to-exceed" amount" will be paid at the billed or "not-to-exceed" amount, whichever is less. If fees and costs do not reach the limit of the "not-to-exceed" amount, the Consultant will not be entitled to receive the remainder of the "not-to-exceed" amount except as otherwise stated herein.

8. The Consultant shall be limited to the lesser of compensation as an Additional Service or compensation as a Claim as defined in this Agreement in the event of a dispute between the Consultant and the County as to the amount of compensation due for any Services performed by the Consultant under this Agreement, and as to the amount of compensation due to Consultant for any Work, Services, or equipment provided by the Consultant that conferred a benefit to the County in some way outside of any provision of this Agreement.

E. Payments.

1. Retainage.

a) The County shall be entitled to withhold retainage of five (5%) percent of any of Consultant's invoices for a particular Service Agreement.

b) The County shall pay the retainage with the payment of the Consultant's final invoice when the Services under that particular Service Agreement are complete and the County has accepted the Services.

c) The Consultant must release to any Subconsultant any retainage withheld within seven (7) Days of the date the Consultant receives payment from the County for the last work item of the subcontract.

2. Invoicing.

a) For each Service Agreement, the Consultant shall submit its monthly invoices such that they are received by the County no later than 5:00 PM on the last business day of each month. Invoices shall be paid no later than thirty (30) Days of receipt by the County.

b) An invoice improperly not paid by the County shall earn interest at the rate of Prime +1% from the due date of the Invoice.

c) For each Service Agreement, the Consultant shall submit invoices in original form complete with all supporting documentation as necessary summarized in an agreed format. At a minimum, the invoices shall include:

(1) A breakdown of man-hours by classification and rate;

(2) A line item for overhead;

(3) A line item for profit;

(4) A line item for fee if overhead and profit are to be included in the fee amount in that Service Order.

(5) A breakdown for other direct costs;

(6) A breakdown for Subconsultant services;

(7) Calculation of total billed to date under Service Order, total amount of retainage withheld, and amount of retainage to be withheld with that invoice; and

- (8) Signature of certification by an authorized representative of the Consultant.
 - (9) The County may request additional certifications relating to work performed.
 - d) The Consultant's invoices shall be clearly marked with Service Order numbers and that portion of compensation attributable to a Service Order so delineated.
 - e) The Consultant's invoices shall indicate the time period during which the Services were performed for which the invoice is submitted.
 - f) The Consultant shall sign each invoice summary certifying that all Services covered by the invoice is complete and that the invoice is correct and authentic.
 - g) The Consultant shall prepare all invoices in a form satisfactory to and approved by the County.
 - h) The submittal of such invoice shall constitute the Consultant's certification that all Subconsultants have incurred the charges shown on the invoice, will be paid within seven (7) Days upon receipt of payment from the County, and have been paid for all charges shown on previous invoices.
3. The County may decline to approve the Consultant's invoices, in whole or in part, to the extent necessary to protect the County from loss because of:
- a) defective Services not remedied,
 - b) third party claims filed or reasonable evidence indicating probable filing of such claims (including claims of lien),
 - c) failure of the Consultant to make payments properly to Subconsultants or for labor, materials, or equipment,
 - d) reasonable evidence that the Services cannot be completed for the unpaid balance of the Contract Price,
 - e) damage to the County, or another Consultant performing work for the County,
 - f) failure to carry out the Services in accordance with the Contract Documents,

- g) the withdrawal or suspension, or threatened withdrawal or suspension of governmental permits or approvals due to the negligent actions or default of the Consultant,
- h) failure to comply with the Contract Documents, or
- i) any breach by Consultant of the terms and conditions of the Agreement or any Service Agreement.

4. Payment Deductions and Withholding.

- a) When any payment is withheld (other than retainage) pursuant to this Section, the grounds for such withholding shall be provided to the Consultant. When the grounds for nonpayment are removed, payment shall be made for amounts withheld because of them, within 30 Days after the last ground for nonpayment is removed, provided all other conditions precedent to payment have been satisfied.
- b) The County shall not be deemed to be in breach of this Agreement by reason of the withholding of any payment pursuant to any provision of the Contract Documents.

VI. Time.

A. Claims for Additional Time and Related Compensation by Consultant.

1. The Consultant may make a Claim for compensation arising out of delays on a Project on which a Service Order has been issued where the Consultant is providing Services for a Lump Sum as provided in this Agreement and the specific Service Order.
2. If the progress of the Consultant's Services in the critical path of the construction schedule for any Project is delayed at any time in the commencement or progress of the Services on that Project by any event constituting an act or neglect of the County; or by other causes that the County and Consultant agree in writing may justify delay ("Excused Delay"), then the Consultant shall be entitled to additional compensation for its actual costs incurred on such Project as provided in this Agreement because of the Excused Delay, provided that the Consultant provides written notice of such Excused Delay and the circumstances surrounding it within seven (7) Days after Consultant knows or should know that any event or condition will adversely impact its Services for that Project in the critical path, as a condition precedent for any such event being an Excused Delay. The Consultant shall follow the procedures in this Agreement for making a Claim.
3. Force Majeure. It is further understood that the Consultant shall not be entitled to any damages or compensation from the County or be reimbursed for any losses on account of any delays resulting from any of the foregoing reasons or, without limitation, any reason for delay not under the direct or indirect control

of the County, unless agreed to in writing by the County. If the Consultant is delayed at any time in the progress of the Services in a Service Order by causes beyond the control and without the fault or negligence of the Consultant, the Consultant will bear its own additional costs and seek no additional compensation from the County for the Services on that Project. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the governmental entities other than the County, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather (a "Force Majeure Event").

4. If Consultant fails to comply with this Section, Consultant shall be deemed to have waived any Claim arising out of or resulting from any such delay, without relieving Consultant of its obligations hereunder.

5. In the event of any Force Majeure Event, the Consultant and the County shall coordinate and cooperate to exchange any information and/or documentation related to any such Force Majeure Event in a manner that minimizes any adverse effect on the Services.

VII. Changes.

A. Change Orders. A Service Agreement Change Order is a written order to the Consultant signed by the County, issued after execution of execution of a Service Agreement, authorizing a change in the Services or an adjustment to the compensation or the schedule for a Service Agreement executed for a Project. A Service Agreement Change Order signed by the Consultant indicates its agreement herewith, including that the adjustment in the compensation or the schedule contained in the Service Agreement Change Order is sufficient to compensate the Consultant for all Claims that Consultant may have outstanding arising out of the scope of Services for that Service Agreement at the time the Service Agreement Change Order is signed by the Consultant.

B. Use of Service Agreement Change Order. The County, without invalidating the Service Agreement, may order changes in the Services within the general scope of a Service Agreement consisting of additions, deletions or other revisions. All such changes in the Services shall be authorized by Service Agreement Change Order, and shall be performed under the applicable conditions of the Contract Documents.

C. Service Agreement Change Directive. However, if the County and the Consultant cannot agree on the Service Agreement Change Order, the County shall issue a Service Agreement Change Directive directing the Consultant to either not perform Services or to perform Additional Services. The Consultant shall be compensated for such Additional Services as provided in the Contract Documents.

D. Cost of Change. The cost or credit to the County resulting from a change in the Services shall be determined in one or more of the following ways:

1. By mutual acceptance of a negotiated lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee (as provided in the Contract Documents, if applicable); or

3. By the method provided in this Section.

E. Disputed Change. If none of the methods set forth in Subsection D. 1 or 2 above are agreed upon for Additional Services, the Consultant, provided it receives a written order signed by the County as a Services Change Directive, shall promptly proceed with the Additional Services involved.

F. No Course of Dealing. No agreement by County to a particular Service Order Service Agreement Change Order submitted by Consultant shall be construed to establish a course of dealing between County and Consultant regarding labor or equipment rates, or any other costs. The failure of County to insist that Consultant satisfy any requirements for Service Agreement Change Order requests, including but not limited to the written notice requirements, shall in no way constitute a waiver of the County to insist that Consultant later satisfy such requirements or satisfy such requirements for subsequent Service Agreement Change Order requests.

VIII. Claims.

A. Claim. A “Claim” is a demand or assertion by either Party seeking, as a matter of right, adjustment or interpretation of the Contract Documents, Agreement terms, Service Agreement terms, the payment of money, time or other relief or resolution of issues with respect to the Contract or Contract Documents. The term “Claim” also includes any other disputes or matters in question between County and Consultant arising out of or relating to the Agreement, any Service Agreement, the Program, or a Project, including any Claim a Party may make related in any way to any act or omission of a third party. Claims by either Party must be initiated by written notice or they are waived. The responsibility to substantiate Claims shall rest with the Party making the Claim.

B. Notice of Claim. Each Party acknowledges the prejudice to the other as a result of any attempted assertion by a Party of Claims except as specifically permitted herein in the precise manner and strictly within the time limits established herein. Claims by a Party must be initiated in writing (the “Initial Notice”) within seven (7) Days after the occurrence of the event giving rise to such Claim or the claim is waived. Claims must be initiated by written notice as provided in this Section to the other Party detailing the anticipated type and amount of impact in time and/or money of the event or condition. Within seven (7) Days after the conclusion of the event giving rise to such Claim, the Party making the Claim shall give the other party a “Final Notice” of the alleged impact on the Party in time and money. No additional Claim by a Party for the same subject matter may be made after the Final Notice for the Claim has been submitted or after the time for submission of the Final Notice has expired. The notice requirement in this Section shall be an express condition precedent to a Party’s right to recover under any Claim.

1. Claims by a Party must be made in writing. The Final Notice of any Claim must contain at least all of the following:

- (a) a narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and architectural or engineering basis of the Claim;
- (b) if the Claim alleges delay to the critical path, the Claim must include the precise number of Days of delay claimed and all alleged impacts on the Services;
- (c) if the Claim alleges acceleration or constructive acceleration of the Services, the Claim must demonstrate the benefits that have been achieved by the acceleration. No Claims for acceleration for Services that is not on the critical path shall be permitted. Claims for additional compensation or time for alleged acceleration shall be limited as provided in the Contract Documents; and
- (d) if the Claim is for additional compensation, the Claim must include a detailed calculation of the precise amount claimed with all supporting documentation.

2. Within seven (7) Days after the Initial Notice, or after the conclusion of the event giving rise to the Claim, whichever is later, the Party making the Claim shall provide the Final Notice to the other Party. Failure to provide the Final Notice within seven (7) Days after the Initial Notice or after the conclusion of the event giving rise to the Claim shall constitute a waiver of the Claim against any Party. Any waiver by a Party of the notice requirements for the Initial Notice or the Final Notice for a Claim, event, or occurrence shall not constitute a waiver of these notice requirements for any other Claim, event, or occurrence. All information required in the Final Notice must be submitted within the time limits established herein.

C. Continued Work. Pending final resolution of a Claim, except as otherwise agreed in writing or in the Contract Documents, Consultant shall proceed diligently with performance of the Services and County shall continue to make undisputed payments in accordance with the Contract Documents. The making of any payment by County shall not constitute a waiver of any Claims by County or an acknowledgement by County that Consultant is entitled to additional time or money. The failure of Consultant to continue to proceed with the Services during the pendency of the Claim shall be a material breach of this Agreement.

IX. Term and Termination.

A. Term. This Agreement is for a term of one (1) year beginning on the Effective Date, which is automatically renewed for up to four (4) successive years, unless the Contracting Officer gives the Consultant written notice of non-renewal not less than sixty (60) Days prior to the end of the initial or renewal term, as applicable. It is the intent of

the Parties that subject to the right of the County to terminate this Agreement with or without cause, for convenience or non-renew, the Parties will fulfill a five (5) year total term for this Agreement.

B. Termination for Cause.

1. The County may cancel the Agreement in whole or in part for cause in the case of the Consultant's material breach of this Agreement, default of its obligations under this Agreement (excluding a violation of Section XI), negligence or other basis for termination for cause as may be stated in the Agreement.

a) In such instances, the County will provide the Consultant with notice of the basis for the termination in advance, if advance notice does not materially affect the interests of the County, and provide the Consultant an opportunity to cure the basis for the termination. In instances where an opportunity to cure is provided, the length of the notice to cure shall be twenty one (21) Days.

b) The County in its sole discretion may also provide suggestions for remedying the cause. Such suggestions do not waive the Consultant's breach or default.

2. If the Consultant shall institute proceedings or consent to proceedings requesting relief or arrangement under the United States Bankruptcy Code or any similar or applicable federal or state laws; or if a petition under any federal or state bankruptcy or insolvency law is filed against the Consultant and such petition is not dismissed with sixty (60) Days from the date of said filing; or if the Consultant admits in writing its inability to pay its debts generally as they become due; or if it takes a general assignment for the benefit of his creditors; or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Consultant's properties is appointed; or if the Consultant abandons the Services; or if it repeatedly fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Services or to supply enough properly skilled workmen or proper material for the Services; or if it submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if it fails without justification to make Prompt Payment to Subconsultants or for material or labor or otherwise breaches its obligations under any Subcontract with a Subconsultant; or if a mechanic's or materialman's lien or notice of lien is filed against any part of the Services or the site of the Project and not promptly bonded or insured over by the Consultant in a manner satisfactory to the County; or if the Consultant repeatedly disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental or private jurisdiction of the Services or the site of the Project; or if it otherwise is guilty of a material breach of any provision of the Contract Documents that is not cured in the time as provided in this Agreement; then the County, without prejudice to any right or remedy

available to the County under the Contract Documents or at law or in equity, may terminate this Agreement with cause. If requested by the County, the Consultant shall remove any part or all of non-Program owned equipment, machinery and supplies for the site of any Project within seven (7) Days from the date of such request, and in the event of the Consultant's failure to do so, the County shall have the right to remove or store such equipment, machinery and supplies at the Consultant's expense.

3. The rights and remedies of the County in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination Without Cause (for Convenience).

1. The County at its sole option and discretion shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving sixty (60) Days written notice to the Consultant.

a) Upon receipt of a termination for convenience notice, Consultant shall immediately discontinue Services on the date and to the extent specified in said notice; unless Consultant and the County agree in writing to proceed otherwise.

b) There will be no additional costs to the County from the Consultant or any other party upon the County's termination for convenience, other than for Services already performed satisfactorily before the date of termination of this Agreement and accepted by the County.

2. The Agreement also shall be subject to cancellation without damages or further obligations of the County to the Consultant if funds are not appropriated or otherwise made available to support continuation of performance of the Agreement in a subsequent fiscal period or appropriated year.

D. Effect of Termination.

1. If this Agreement is terminated or terminates for any reason, any outstanding Service Orders are revoked.

2. If this Agreement is terminated or terminates for any reason, the Consultant shall also complete Services on any Service Agreement that are substantially in progress ("substantially in progress" shall be determined by the County in its sole discretion) until such time as the County provides replacement Consultant(s) for said Services. The Consultant shall be compensated for any such Service Agreement to the extent it completes Services in the manner provided for in this Agreement, unless the County directs that a replacement Consultant shall complete the Services on that Service Agreement(s).

3. If this Agreement is terminated or terminates for any reason, re-producible copies of all finished or unfinished work related to any Project, including without limitation, documents, data, analysis, calculations, studies, maps, photographs, reports, produced or prepared by Consultant, or in Consultant's possession shall be supplied to County and shall become the property of County.

4. If this Agreement is terminated or terminates for any reason, all Subcontracts of the Consultant for Services rendered or to be rendered on the Project are deemed assigned to the County or the County's designee, provided that the County or the County's designee may determine in their sole discretion not to accept assignment of any Subcontract. Thus, the County or County's designee is not required to accept the assignment of any such Subcontract.

E. Suspension of the Services. The County's Contract Management Officer may order a suspension of the Services ("Suspension of the Services") in whole or in part of this Agreement or any Service Agreement for such time as s/he deems necessary.

1. In the event of an unexcused failure of the Consultant to comply with any of the requirements of this Agreement and/or any Service Agreement, the Agreement's and/or Service Agreement's completion date shall not be extended on account of any such Suspension of the Services and the Consultant shall not be entitled to any compensation for any delay while the Consultant is attempting to cure any failure to comply with the Agreement and/or Service Agreement.

2. When the Contract Management Officer orders any Suspension of the Services where the Consultant is not in breach or has failed to comply with this Agreement and/or any Service Agreement, the Consultant shall be entitled to recover actual expenses incurred during the suspension of the Services.

a) Actual expenses are those such as labor cost subject to reassignment, ongoing cost such as leases, payments to Subconsultants, demobilization, etc.

b) All such expenses must be reasonably documented and the Consultant should take reasonable care in minimizing costs related to the suspension

X. Insurance Requirements.

A. Unless the County otherwise directs at any time during the Program, the Consultant shall be responsible for the insurance coverages below and make provisions to have similar insurance in its Subcontracts.

B. Within five (5) business days of receipt of Notice to Proceed, Consultant shall provide the County a Certificate of Insurance with all insurance required by the State of South Carolina and minimally the below insurance with companies having an A.M. Best Rating of A-, VII or higher.

1. Each certificate shall state it applies to work by or on behalf of the insured. Consultant and its insurers shall provide County thirty (30) Days written notice of any cancelation, non-renewal or reduction in coverage.

C. Consultant must have comparable insurance requirements for any of its Subconsultants or insure them under Consultant's policies, unless waived in writing by the County.

D. A breach of any insurance requirement shall be material.

E. All such insurance shall be at Consultant's expense and be maintained throughout the term of this Agreement. Consultant shall provide County certificates throughout the term of this Agreement. The Consultant shall procure insurance policies for the requirements herein. The policies shall name the County as an additional insured under the Commercial General Liability and Business Auto Liability policies. Any Umbrella/Excess Liability policy provided to meet the required general liability and auto liability limits must follow form with all primary policy coverages.

F. Commercial General Liability Insurance

1. Commercial General Liability policy on an occurrence basis with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, property damage and personal injury and \$2,000,000 products & completed operations aggregate. The policy shall also include:

2. Contractual liability for the tort liability of another party assumed in an "insured contract".

3. Waiver of subrogation against the County, its officials, agents, employees, leased and temporary employees and volunteers.

4. The County, its official, agents, employees, temporary and leased workers as additional insureds by the unmodified latest ISO endorsement CG 20 10.

5. A provision that it is primary coverage over all other insurance or self-insurance even if the policy asserts it is excess, secondary or contingent.

6. Severability of interest.

7. An electronic liability endorsement (CG 04 37 or similar as approved by the County).

8. Products-completed operations liability coverage extending at least two years beyond completion of each separate Project.

9. Include coverage for explosion, collapse and underground hazards.

10. Completed operations coverage extending at least two years beyond the completion date of the Services.

G. Professional Liability Insurance. The Consultant shall purchase a professional liability policy with claims-made coverage. Prior to commencing work hereunder, the Consultant, at its own expense, shall obtain and maintain, throughout the remaining duration of this Agreement, the following insurance coverage written by a company with an A.M. Best rating of A or better. Professional Liability insurance covering errors and omissions with a minimum of \$1,000,000 for each act, error or omission and \$1,000,000 aggregate. The policy shall state its coverage dates.

H. Business Auto Coverage. Business Auto Coverage Form with a combined single limit for bodily injury and property damage of \$1,000,000 per accident. Physical damage coverage is at the option of the Consultant. The policy shall also include:

1. Contractual liability;
2. The County, its officials, agents, employees, temporary and leased workers, and volunteers are included as additional insureds.
3. A provision the policy is primary and non-contributory to all other insurance or self-insurance maintained by any additional insured.
4. A waiver of subrogation against the County, its officials, employees, leased and temporary employees, and volunteers.

I. The Consultant shall require its employees and anyone working on its behalf to provide evidence acceptable to the County of auto liability coverage. The policy shall cover owned, hired and non-owned vehicles.

J. Worker's Compensation and Employer's Liability Insurance. The Consultant shall provide worker's compensation and employer's liability in accordance with the laws of the State of South Carolina (other state's coverage is not sufficient.) Employer's liability limits shall not be less than \$500,000/\$500,000/\$500,000. The policy shall contain a waiver of subrogation against the County, its officials, employees, temporary and leased workers, and volunteers.

K. Certificate of Liability Coverage. The certificate of liability coverage shall verify compliance with the preceding requirements.

L. Cancellation, Non-renewal, Material Change or Reduction in Coverage. The Consultant shall provide the County with a minimum of thirty (30) Days prior written notice, except ten (10) Days for non-payment of premium, of any cancellation, non-renewal, reduction in coverage or any other material change in the required policies. Each certificate must state that the insurance applies to work performed by or on behalf of the Consultant.

M. The County shall include similar insurance requirements in other agreements it may have with other Consultants, vendors, consultants, including architects, engineers and Consultants (non-professional liability insurance) performing work or services for the Program naming both the County and the Consultant as Additional Insureds.

XI. SLBE and DBE Compliance.

A. SLBE and DBE Law Compliance.

1. The Consultant shall comply with all federal, state, and local laws, ordinances, rules, and regulations as they apply to participation by Small Local Business Enterprises (“SLBE”) and Disadvantaged Business Enterprises (“DBE”) in the implementation of the CTIP. Where conflicts arise with state and federal laws and regulations and come to the attention of the Consultant, the Consultant shall bring them to the attention of the County and the County shall determine the appropriate course of action and advise the Consultant on how to proceed.

2. Chapter 2-639 of the Richland County Code of Ordinances (the “Ordinance”) in effect on the Effective Date of this Agreement is incorporated into the Agreement by reference. The County, in its sole reasonable discretion, may elect to terminate the Agreement For Convenience pursuant to Section IX.C. of this Agreement for the failure of Consultant to (a) comply with the Ordinance and/or (b) to meet the levels of SLBE participation presented in the Consultant’s RFQ Response (the “SLBE Representations”) and accepted by the County in this Agreement. Should the County elect to terminate this Agreement For Convenience for Consultant’s violation of this Section XI, then the County shall have, in addition to any other remedies it may have for Termination for Convenience, the remedies provided in Section XI.A.11.

3. During the anticipated full term of this Agreement (five (5) years, unless this Agreement is properly terminated earlier), Consultant agrees to fulfill the SLBE Representations. The SLBE Subconsultant contracts submitted by Consultant to the County’s SLBE program shall specify the percentage of the total award amount and the estimated equivalent dollar amount of Work allocated for each SLBE Subconsultant, the type of Services to be performing a Commercially Useful Function, and such other information as may be reasonably required by the SLBE program.

a) It is recognized by the Parties that the amount of SLBE participation is subject to change due to many variables such as the number of actual Service Orders provided by the County to the Consultant, possible wage escalations, and other circumstances. Therefore, the individual percentages of SLBE Subconsultant participation may vary from the SLBE Representations. However, notwithstanding any such variation, the Consultant shall not deviate from the SLBE Representations to be paid from compensation paid to the Consultant, unless excused or waived under this Section XI.

b) To the extent a certified SLBE firm is not performing a Commercially Useful Function within the meaning of this Ordinance and this Agreement, dollars paid to that SLBE firm shall not be counted towards satisfaction of Consultant's SLBE Representations.

c) Changes in any SLBE Subconsultant participation percentages that make up the total of the SLBE Representations must be reported by the Consultant to the County with Consultant's monthly invoices to the County.

d) Changes in the SLBE Representations. It is recognized by the Parties that at the time of the Effective Date of this Agreement, there are substantial unknown factors involving the future implementation of the Program and the Projects that are part of this Program, including but not limited to delays caused by federal or state regulatory authorities that could push the implementation of some Projects beyond the anticipated five (5) year term of this Agreement, the removal of Projects from the Program by the County, change in scope of Program Projects by the County, substantial increases in Project budgets, as a result of third party interference, the failure of the County to provide Service Orders to the Consultant, and other factors beyond the Consultant's reasonable control. The County recognizes that the Consultant, should the Consultant act in good faith to comply with its SLBE Representations, may nonetheless not meet its SLBE Representations because of such factors beyond the Consultant's reasonable control. Should such event occur, the Consultant will work with the County to make every reasonable effort to adjust its utilization of SLBE Subconsultants to reach as high a percentage of overall utilization of SLBE Subconsultants as is commercially possible. Therefore:

(1) Should any action or inaction by the County, action or inaction by a third party, or an event that is not reasonably in the control of the Consultant result in the Consultant not achieving the SLBE Representations, to the extent that the Consultant can show that its ability to meet its SLBE Representations is negatively affected by such action as stated in this Section XI.A.3.d.(1), and the Consultant cannot in good faith compensate for the reduction in SLBE Subconsultant participation in the Services performed by the Consultant, then the SLBE Representations shall be equitably adjusted to reflect the effect of such actions beyond the Consultant's reasonable control had on its ability to meet its SLBE Representations.

(a) The Consultant and the County shall attempt to agree upon the amount of such equitable adjustment. If the Consultant and the County fail to reach such an agreement in a reasonable amount of time and the County rejects the

Consultant's request in writing, then the Consultant shall, after receiving such written rejection from the County, make a Claim for the amount of equitable adjustment in the manner as provided for in Section VIII of this Agreement.

(b) If the Consultant, the County, and the Contracting Officer agree on the amount of the equitable adjustment, the request for equitable adjustment shall be presented to County Council, which may agree or disagree with the equitable adjustment request.

(c) If County Council does not agree with the equitable adjustment request, then the Consultant may make a Claim for the amount of equitable adjustment in the manner as provided for in Section VIII of this Agreement.

(2) Should the Consultant require the replacement of an SLBE Subconsultant for reasons that are in the Consultant's control, such as the Consultant's termination for cause of an SLBE Subconsultant, the Consultant and the County shall follow the provisions of Section XI.A.7. below for Consultant to replace the SLBE Subconsultant.

(3) The provisions of this Section XI.A.3.d.(1) apply only if the Consultant's actions or inactions do not cause or materially contribute to the failure of the Consultant to meet its SLBE Representations.

4. Should an original SLBE Subconsultant participant graduate from the SLBE program during the term of the Agreement, such SLBE Subconsultant shall be deemed an SLBE firm for the remainder of the Agreement, and all compensation paid to such SLBE firm shall be counted as SLBE utilization under this Agreement, provided that the SLBE Subconsultant's graduation, removal or termination from the SLBE program was not caused by any misrepresentation, fraud, or other improper conduct.

5. Consultant understands and agrees that authorized County representatives may, upon request, have reasonable access to and may examine Consultants' books, records, files, executed contracts, service agreements, utilization commitment forms and other pertinent documents to the extent that such material is relevant to make a determination of whether Consultant is complying with the SLBE Representations at any time during the term of this Agreement. The County may also conduct unannounced inspections to verify the SLBE Representations but, in doing so, shall observe all workplace safety rules and regulations and shall not disrupt the operations of the Consultant or SLBE Subconsultant during the inspections. The Consultant shall pass down these same

rights of the County in the SLBE Subconsultant Contracts and shall require its Subconsultants to do the same for their sub-Subconsultants.

6. The Consultant, within thirty (30) Days of the Latest Approved CTIP (and thereafter within thirty (30) Days of the next Latest Approved CTIP, or if there has not been a Latest Approved CTIP in twelve months (called herein a “year” which means twelve months measured from the Latest Approved CTIP), the yearly anniversary date of the prior Latest Approved CTIP), shall submit to the County Consultant’s best good faith estimate of compensation it anticipates it will be paid as provided for in Service Orders or Service Agreements (the “SLBE Estimate”). The Consultant shall also include in the SLBE Estimate its best good faith estimate of the percentage of that SLBE Estimate that will be paid to the Consultant’s SLBE Subconsultants. All parties understand that the SLBE Estimate is simply an estimate by the Consultant to be used as a reference point for the County on a yearly basis to evaluate the Consultant’s yearly goals for compliance with the Consultant’s SLBE Subconsultant utilization.

a) The County and the Consultant shall, if requested by the County, at least every six (6) months after submission of the Consultant’s SLBE Estimate, review the Consultant’s actual utilization of SLBE Subconsultants as compared to the most recent SLBE Estimate (the “SLBE Progress Evaluation”). The Consultant shall, at this time, revise the SLBE Estimate for the next six month period and provide it to the County.

b) Should the County reasonably determine that (1) the Consultant is not or cannot meet its SLBE Representations at any time after the second year of the Agreement; (2) the Consultant’s SLBE Estimate for that particular year is not reasonably related to the SLBE Representations for the five (5) year period; or (3) the Consultant during the year is not demonstrating compliance with its SLBE Estimate for that particular year (assuming that the Agreement is renewed and not terminated prior to a total of five (5) years), the County may require the Consultant to present to the County, within fourteen (14) Days, a written Corrective Action Plan (“CAP”) whereby the Consultant will set out the steps it will take to meet the SLBE Representations by the end of the fifth year of the Agreement. The County may accept or reject the CAP in writing within seven (7) Days of its submission by the Consultant. The the County shall make its determination under this Section XI.A.6.b. based upon:

(1) An accounting of historical annual compensation paid to Consultant’s SLBE Subconsultants and their respective other Subconsultants;

(2) An assessment of remaining Services to be performed under the Agreement and the capabilities of SLBE firms to

perform such types and quantities of Services, as determined consistent with Section XI.A.3.d.(1); and

(3) The County's verification by those procedures as stated in Section XI.A.5. above that the compensation being paid the SLBE Subconsultants is for Services actually performed in Commercially Useful Functions.

c) After an SLBE Progress Evaluation, should the County reasonably determine: (1) that the CAP is unacceptable, (2) that the Consultant refused to take any action required under this Section, or (3) that the Consultant is unable to demonstrate that it can meet its SLBE Representations in the time remaining under the Agreement, the County may, in writing, recommend to the County Administrator that the Agreement be suspended or terminated, that relief be afforded under this Section to the County, or that the County take other such actions with regard to this Agreement as may be fair and just under the circumstances. The Consultant shall be provided with a copy of such recommendation as soon as practicable, but not less than forty-eight (48) hours after it has been delivered to the County Administrator.

d) The County Administrator shall, in writing, accept, reject, or revise the County recommendation within seven (7) Days of receipt from the County. The County Administrator shall provide a copy of the County Administrator's decision to the Consultant as soon as practicable, but not less than forty-eight (48) hours after it has been delivered to the County Administrator.

e) Should the County Administrator accept or revise the County recommendation where the County Administrator's decision would have the effect of suspending, terminating, or not renewing this Agreement, the County Administrator shall forward such decision to County Council for consideration. The Consultant may within seven (7) Days of receipt of the County Administrator's decision, appeal said decision to County Council in writing stating the basis of such appeal. Whether or not the Consultant appeals the decision of the County Administrator, only County Council may suspend, terminate, or non-renew this Agreement based on the provisions of this Section XI. County Council is not limited by any recommendation of the County or decision by the County Administrator with respect to any action it may take in connection with this Agreement.

f) Except as expressly otherwise stated in this Section XI, the provisions of this Section concerning notice of breach or breach of this Section XI supersede any conflicting terms and provisions elsewhere in this Agreement regarding the Consultant's breach of any obligation under this Section.

7. If Consultant is unable to meet the SLBE Representations by utilizing the certified SLBEs specified in the SLBE Representations, Consultant shall exercise good faith in seeking additional or substitute certified SLBE(s) to fulfill Consultant's SLBE Representations. In the event that after use of reasonable, good faith efforts to meet its SLBE Representations, Consultant is able to demonstrate to the reasonable satisfaction of the County that an insufficient number of qualified, willing and certified SLBEs are available in the market area to provide the requisite level of goods and/or services required to fulfill the SLBE Representations, Consultant may request a waiver or reduction of its SLBE commitment in its SLBE Representations by completing Form D, the SLBE Participation Waiver Request Form. The Consultant may also request such a waiver should an SLBE Subconsultant or the scope of work of an SLBE Subconsultant be eliminated by the County in accordance with Section XI.A.3.d. All such waivers and/or substitutions for certified SLBE firms must receive prior written approval by the County. Such approval shall not be unreasonably withheld. The County shall submit its response to the Consultant's waiver request within seven (7) Days of the County's receipt of the completed Form D.

8. By entering into this Agreement, Consultant agrees to pay all SLBE Subconsultants (as it must pay all Subconsultants) within seven (7) Days of receipt of payment from the County upon receipt of invoice from the Subconsultant. Beginning with the second pay request from Consultant to the County, Consultant agrees to provide the County with written evidence that all Subconsultants have been paid out of the proceeds of the prior payment, unless a validated dispute, documented in writing, exists between Consultant and the unpaid Subconsultant(s). Nothing herein shall prohibit the Consultant from withholding payment to any Subconsultant for reasons permitted by this Agreement, Richland County or South Carolina law.

9. In addition, Consultant agrees to submit the following to the County when requested:

a) Copies of signed Subcontracts (together with any modifications, change orders, and related correspondence) with all business enterprises, including certified SLBE Subconsultants and non-SLBE Subconsultants, being utilized to perform a portion of the Services provided for by this Agreement;

b) Monthly Certified Payrolls for the Consultant and for all Subconsultants ("Certified Payrolls" shall mean payrolls certified in the same manner as required by the SCDOT on federally funded construction projects or as the County may otherwise direct);

c) Reports and documentation, including canceled checks or evidence of electronic disbursements, verifying payments to all Subconsultants being utilized to achieve the Contract goals; and

d) Reports and documentation on the extent to which the Consultant has awarded subcontracts to business enterprises registered in the County's Centralized Bidder Registration System under contracts not affected by the Ordinance.

10. Before final payment may be made under this Agreement at the end of five (5) years (or otherwise, if this Agreement is properly terminated prior to the end of five (5) years), Consultant must submit Form E, the Subconsultant Utilization Form, with its final invoice for payment. The Subconsultant Utilization Form will include a list of the names of all Subconsultants utilized on the contract, both SLBEs and non-SLBEs, and the total amount paid to each Subconsultant, including the amounts for any change orders. The Consultant shall submit a draft Form E to the County at least six (6) months before the end date of this Agreement in order for the County to assess timely the Consultant's compliance and Consultant's likely compliance with the Ordinance, the provisions of this Section, and the SLBE Representations (as may have been modified under Section XI.A.3.d.) by the end date of the Agreement.

11. If Consultant fails to comply with the requirements of the Ordinance or breaches the contractual terms provided in this Section, it is subject to the following penalties at the reasonable discretion of the County:

a) Termination by the County for convenience;

b) Imposition by the County of :

(1) The County's rights under Chapter 2-621.2 of the Richland County Code of Ordinances (Authority to Debar or Suspend), and

(2) The Parties' rights and remedies for a Termination for Convenience, as provided in Section IX of this Agreement.

12. Should the County implement ordinances that provide for the same types of SLBE requirements as provided for in this Section XI.A. that are not provided for in the Ordinance as of the Effective Date of this Agreement, the County and the Consultant may by mutual agreement agree to replace any part of this Section XI.A with such new ordinance requirements.

B. Further Remedies. Nothing in this Section XI shall be construed to limit whatever rights and remedies the Consultant may have under this Agreement and applicable law to challenge any act or omission of the County, including the right to file legal action exclusively in the Richland County, South Carolina Court of Common Pleas regarding any action or inaction of the County, or to assert any defense to any claim by the County. Likewise, nothing in this Section XI.. shall be construed to limit whatever rights of the County that arise under this Section XI of the Agreement.

XII. General Provisions.

A. Indemnification.

1. The Consultant, as part of its duty of indemnification, is required to defend and hold harmless the County from any costs arising out of the prosecution or defense of any action arising out of the Consultant's performance under the Agreement, where the claim was due to the acts, omissions, negligence or wrongdoing of the Consultant in administering the Agreement. The Consultant will also indemnify, save harmless and defend the County, its officers, agents, and employees against all liability, claims and costs of whatsoever kind and nature for any losses, injury or death to any person or persons or from loss or damage to any property occurring in connection with or in any way incident to or arising out of or in any way connected with the work and/or performance pursuant to the Agreement, resulting in whole or in part from the negligent acts or omissions of the Consultant, its officers, agents, employees, or other representatives, with respect to the administration of the Agreement and/or any Service Agreement.

2. Consultant also agrees to notify the County of any claims asserted or brought against the Consultant arising from the Agreement which may potentially expose the County to liability and to coordinate with the County on any issues of governmental or public interest or concern. The Consultant shall notify the Contract Management Officer of the filing of any such litigation arising from the Agreement. In the event of participation by the County in the defense of any claim, which shall be solely at the discretion of the County, the County shall be responsible for its own costs and expenses. Consultant will not settle any claims arising hereunder without the express written prior permission of the Contract Management Officer.

3. The Consultant may control the defense of any litigation arising under this paragraph and all related settlement negotiations, unless the County is a party.

4. The Consultant further agrees that in the event it is requested to produce in any litigation any confidential document or information referring or relating to the County, it shall not produce the requested material before it has notified the Contract Management Officer and provided the County a reasonable opportunity to appear and object to the production of the County's confidential material.

5. Where applicable, all requirements of the Consultant regarding indemnification set forth in this Section shall extend to Subconsultants.

B. Applicable Laws. The Consultant and its Subconsultants will comply with all applicable federal, state, and local laws and regulations, including but not limited to:

1. Americans with Disabilities Act (ADA);
2. Anti-Kickback Act of 1986;

3. Contract Work Hours and Safety Standards Act;
4. Department of Health and Environmental Control (DHEC);
5. South Carolina Drug Free Workplace Act;
6. Eligibility for employment under United States immigration laws;
7. Employment Eligibility Verification: prescribes policies and procedures requiring Consultants to utilize the Department of Homeland Security (DHS), United States Citizenship and Immigration Service's employment eligibility verification program (E-Verify) as the means for verifying employment eligibility of certain employees;
8. Employment of Workers with Disabilities;
9. Equal Employment Opportunity;
10. Environmental Protection Agency (EPA) regulations;
11. Fair Labor Standards Act (FLSA);
12. Governmental price regulations/orders (as required by law, the Consultant will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project;
13. Maximum hours and minimum wages;
14. Nondiscrimination because of age;
15. Occupational Safety and Health Administration (OSHA) (e.g., all materials and services furnished meet or exceed OSHA safety standards);
16. Statutes regarding qualification to do business;
17. Statutes prohibiting employment discrimination;
18. Walsh-Healey Public Contracts Act; and
19. The "Prompt Payment Requirements" of the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing.
20. Consultant further represents and warrants that it will comply with the County's Commercial Nondiscrimination Ordinance, as described under Section 2-647 of the Richland County Code of Ordinances.
 - a) As part of such compliance, the Consultant shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of

disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of Subconsultants, vendors, suppliers, or commercial customers, nor shall the Consultant retaliate against any person for reporting instances of such discrimination.

b) The Consultant shall provide equal opportunity for Subconsultants, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace.

c) Moreover, the Consultant affirms that it will cooperate fully with any County inquiries regarding the Consultant's compliance with this Ordinance.

d) The Consultant understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Consultant from participating in County contracts, or other sanctions.

e) This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Consultant shall include this clause in any Subcontracts which it may enter in the performance of this Agreement.

C. Governing Law/Disputes.

1. Notwithstanding any other provision of this Agreement, all disputes, claims, or controversies where the County is a party arising out of or relating to this Agreement shall be resolved only in the Court of Common Pleas for Richland County, South Carolina, to the exclusion of all other courts.

2. This provision applies to the Consultant and to any dispute, claim or controversy any person or entity in the chain of privity with the Consultant for the execution of the Services in the Program has with the County as well.

3. The Consultant agrees that any act by the County regarding the Agreement is not a waiver of the County's right to sovereign immunity under state law, to the extent any such immunity exists.

4. The Consultant consents that any papers, notices, or process necessary or proper for the initiation or continuation of any dispute, claim, or controversy relating to this Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on the Consultant by certified mail (return receipt requested) addressed to the Consultant at the address provided as the notice address in this Agreement or by personal service or by any

other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given on the date shown on the return receipt.

5. The Agreement shall be construed under the laws of the State of South Carolina.

D. Permits and Licenses. The Consultant shall, without additional expense to the County, be responsible for obtaining and maintaining in force at all times any necessary licenses and permits required and issued by a municipality or the County for conducting business. The Consultant is responsible at all times for obtaining applicable work permits and licenses from the County's Building Inspection and Business License Departments. Consultant's license number, person's name, and business name must all be shown on all required licenses.

E. Safety, Health, and Security Precautions. The Consultant shall take reasonable and proper safety, health and security precautions to protect its workers and the County's property, workers, and the public at all times during the term of this Agreement.

F. Consultant's Record Keeping Duties and FOIA.

1. The Consultant shall maintain copies of all of the Program's and related Project's contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all field changes made during construction, and, in addition, approved shop drawings, product data, samples, and other similar required submittals must be maintained at the job site. These shall be available to the County.

2. Consultant shall keep full and detailed accounts and records and exercise such controls as may be necessary for proper financial and record management under this Agreement, and the accounting and control systems shall be satisfactory to County. County and County's accountants, lawyers and consultants shall be afforded access to and shall be permitted to audit and copy Consultant's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and Consultant shall preserve these for a period of three years after final payment, or for such longer period as may be required by law. County shall have the right to access all such records at any time after seven (7) Days written notice.

3. All financial records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subconsultants retained by Consultant shall have the same obligations to retain records and permit audits as required of Consultant.

4. If any inspection by County, or its representatives, of Consultant's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, County may deduct said overcharge from any payments due

Consultant, or, if no funds remain due to Consultant, Consultant shall, within seven (7) Days of receipt of such written demand for repayment, tender the amount of such overpayment to County or otherwise resolve the demand for repayment to County's satisfaction.

5. Consultant shall maintain an accurate record of all aspects of the Services, including all costs and expenses related to the Services. County may, at its sole discretion, from time to time (whether before or after final completion of the Services or termination of this Agreement) elect to have an inspection or audit conducted to verify compliance with the Agreement or to verify the cost of the Services through the date of the last Application for Payment. Any such inspection and/or audit shall be at least as comprehensive as would be allowed under the South Carolina Rules of Civil Procedure. If County so elects, it shall give notice to Consultant and such inspection or audit shall be conducted as soon as is reasonably feasible thereafter so as not to unreasonably delay further progress payments to Consultant as permitted by the Contract Documents, but in no event no later than seven (7) Days from the date of the notice. Such inspection or audit shall be conducted by the County, or by an accountant, lawyer, auditor, or other reviewer or consultant selected by the County, or any number of them in any combination, and County shall, except as hereinafter provided, pay the cost of such audit. Consultant agrees to cooperate with County, and/or its accountant, lawyer, auditor, or other reviewer or consultant, and make available for examination at its home and/or Project office all of its books, records, correspondence, and other documents deemed necessary by such accountant, lawyer, auditor, or other reviewer or consultant to conduct such review.

6. In addition to any duties of Consultant as stated in a Service Agreement, the Consultant agrees to maintain for three (3) years from the date of final payment for all Services under this Agreement, or until all other pending matters are closed under this Agreement, whichever is later, all books, documents, papers, and records, digital or otherwise, pertinent to this Agreement. The Consultant agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representative(s) reasonable access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Consultant further agrees to include these provisions in any Subcontracts issued by it in connection with this Agreement. The Consultant shall provide a copy of all digital records within sixty (60) Days after final payment. The Consultant must provide for a secure back up of digital records during the course of this Agreement.

7. In addition to those documents set forth above, Consultant shall provide, within ninety (90) Days after final completion of each Project, a marked-up set of final construction drawings reflecting the "as-built" condition of each Project based on information provided by the construction Consultant and verified by Consultant, including utility relocations.

8. During the retention period, County shall be granted access to those documents upon reasonable notice. At any time during the period, County shall have the option of taking custody of the documents. Consultant shall consult with County before disposing of any documents maintained pursuant to this Section, including but not limited to documents as to which the three-year retention period has expired. In the event of termination of this Agreement for any reason, all documents required to be maintained pursuant to this Section shall be turned over to County within six (6) months of such termination.

9. Freedom of Information Act.

a) In the event of any Freedom of Information Act (“FOIA”) requests for documents or other information in Consultant's possession, Consultant shall make such documents or information available as directed by County. If the requested documents or information originated from Consultant or its Subconsultants or consultants, Consultant shall advise County whether Consultant believes any such documents should be exempt from disclosure. However, subject to the provisions below, the County shall have the right to determine if any documents must be disclosed under the FOIA.

b) The County recognizes that the Consultant may consider certain documents as confidential and proprietary and not subject to FOIA. If the Consultant refuses to disclose any documents related to Consultant's Services under the Program pursuant to a FOIA request and as requested by the County, the Consultant shall defend, hold harmless and indemnify the County from and for any legal proceeding brought against the County alleging any breach of the FOIA because of any documents the Consultant does not agree should be produced by the County pursuant to the FOIA.

G. No Gratuities or Kickbacks.

1. Consultants understand and accepts that the County prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant, and its employees, Subconsultants, and consultants shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the County.

2. Violation of this Subsection is reason for immediate termination for cause by the County as provided for herein.

H. Subconsultants.

1. The Consultant will be solely responsible for performance under the Agreement. The County will rely upon the Consultant for full, complete, and

satisfactory performance under the terms and conditions of the Agreement and for any relief or judgment which may be requested by the County against the Consultant or which may be entered against the Consultant in any litigation which may arise under the Agreement or the relationship between the parties.

2. If the Consultant's services provided for hereunder include services, equipment or materials supplied by a Subconsultant, the Consultant must act as the Prime Consultant and assume full responsibility for any Subconsultant's performance. The Consultant will be considered the sole point of contact with regard to all situations, including payment of all charges and meeting of all Agreement requirements.

3. The Consultant shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. Notwithstanding this, the Consultant shall not be required by the County to contract with anyone to whom the Consultant has made reasonable and timely objection.

4. Consultant shall incorporate the provisions of this Agreement with respect to any duty of the Consultant to County in every subcontract with a Subconsultant, unless exempt by directions issued by the County. Consultant shall take such action with respect to any subcontract or procurement as the County, may direct as a means of enforcing such provisions, including sanctions for non-compliance.

5. The Consultant shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Agreement. The Consultant shall employ and maintain only competent, qualified supervisory personnel for the performance of this Agreement.

6. Key supervisory personnel assigned by the Consultant shall be stated in each Service Agreement.

7. So long as the individual named in a Service Agreement remains actively employed or retained by the Consultant or Subconsultants, they shall perform the functions indicated next to their names unless the County otherwise agrees in writing.

8. In the event one or more individuals not listed in a Service Agreement subsequently assumes one or more of those functions listed above, the Consultant shall be bound by the provisions of this Section as though such individuals had been listed above.

9. Notices given to the persons listed in a Service Agreement, or their successors, will constitute sufficient notice to bind the Consultant.

10. If at any time the County reasonably determines that any employee of the Consultant is not properly performing the Services in the best interest of the Service Agreement, is hindering the progress of the Services, or is otherwise

objectionable, the County shall so notify the Consultant, which shall replace the employee as soon as possible at no increased cost to the County.

I. Successors and Assigns.

1. This Agreement shall be for the benefit of, and be binding upon, the respective successors and assigns, if any, of the County and the Consultant, except that unless expressly stated in this paragraph, nothing contained herein shall be construed to permit any attempted assignment or unauthorized assignment without the express written permission of the Parties.

2. Except as expressly may otherwise be stated, this Agreement or its provisions may not be assigned, sublet, or transferred without the written consent of the Parties.

3. The Consultant shall provide written notification to the County of any contemplated sale, transfer, or any other action that would result in a transfer of this Agreement in whole or in part to another company or entity, or that could eventually result in the transfer of any duties or requirements of this Agreement to another company or entity. This notification shall be received by the County not less than forty-five (45) Days prior to any action which would result in said transfer and shall describe, in detail, the actions contemplated by the Consultant.

J. Notices. The primary point of contact for the County shall be the Director of Transportation. All notices pertaining to this Agreement shall be in writing and shall be sufficient when sent registered or certified mail (or email if agreed to by the Parties) and addressed as follows:

For the County:

Richland County
Attention: Rob Perry, Director of Transportation
2020 Hampton St.
Columbia, SC, 29204

And

Larry Smith, Esquire
County Attorney
2020 Hampton St.
Columbia, SC, 29204

With a copy to:

Frannie Heizer, Esquire
McNair Law Firm, P.A.
P. O. Box 11390

Columbia, SC 29211

For the Consultant:

Gene Dinkins, President
Cox and Dinkins, Inc.
724 Beltline Boulevard
Columbia, South Carolina 29205

K. Severance/Survival. Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole, invalid, provided the general purposes and intent of this Agreement are not materially affected. Any terms which, by their nature, should survive the suspension, termination, or expiration hereof shall be deemed to so survive.

L. Entire Agreement/Construction. This Agreement constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral agreements between the Parties and their predecessors in interest regarding the subject matter of this Agreement. This Agreement may not be changed, altered, amended, modified, or terminated orally, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto. The Parties acknowledge that each has participated fully in negotiations regarding the terms and conditions of this Agreement. Therefore, should any ambiguities or differences over interpretation arise, neither Party will be deemed to be the drafting Party against which any such ambiguity or difference should be construed.

M. Non-Waiver. Any waiver of any default by either Party to this Agreement shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

N. Ownership.

1. All materials of the County, including but not limited to the County's proprietary software and materials, the proprietary system software, all original data, spatial data, spatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to this Agreement shall belong to the County. The Consultant shall not sell, give, loan, or in any other way provide such to another person or organization, or otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Agreement, without the written consent of the Contracting Officer.

2. Any external requests to procure these data or materials must be forwarded to the County.

3. No material produced in whole or in part under this Agreement will be subject to copyright in the United States or in any other country.

4. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

O. Information Technology.

1. All program management systems, software, or information technology products developed or utilized by Consultant for the project shall be able to interface with information technology systems utilized by County. All systems, software, or information technology developed for this project shall become the sole property of the County upon Contract completion, including any source code. No program management systems, software or information technology products produced in whole or in part under this Agreement will be subject to copyright by Consultant. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all program management systems, software, or information technology products prepared by Consultant, or its Subconsultants, under this Agreement.

P. Obligations Under Other Agreements.

1. The County shall have the right to perform or have performed similar or such other work as it may desire while the Consultant is performing Services required by this Agreement. The Consultant shall perform the Services in a manner that enables completion of other work performed by the County or on the County's behalf without hindrance or interference (or shall properly connect and coordinate the Services with the work of others when required).

2. Should the Consultant believe that its performance of the Services was interfered with, stopped, or otherwise disrupted by the acts or omissions of such other Consultants, the Consultant shall notify the County immediately, and if the Consultant asserts that it has been harmed by such acts of another Consultant, Consultant shall make a Claim as provided in this Agreement. This does not apply to any work by a Consultant on a Project.

Q. Warranty.

1. Consultant represents that its staff and Subconsultants are knowledgeable about and experienced in performing the Services required under this Agreement and warrants that it will use its best skill and attention to provide the Services in a competent and timely manner. The Consultant further warrants that the Services will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Services the Contract Documents require or permit. Services, materials, or equipment not conforming to these requirements may be considered defective.

2. With respect to any Services performed directly by Consultant pursuant to any Service Agreement, Consultant warrants that it will perform such Work in accordance with the standards of care and diligence normally practiced by recognized firms in performing services and obligations of a similar nature. If, at any time within one year of completion by Consultant of the Services pursuant to a Service Agreement, Consultant's Services with respect to such Service Agreement have failed to conform to the foregoing standards, Consultant shall re-perform such nonconforming Service, within its original Services, at Consultant's sole cost and expense. If the Parties cannot agree as to whether such a failure has occurred, the matter shall be submitted for dispute resolution under this Agreement.

3. The Consultant's warranty excludes remedy for damage or defect caused by abuse, alterations to the Services not executed by the Consultant, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

R. State and Local Taxes.

1. Except if otherwise provided, Agreement prices shall include all applicable state and local taxes. If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to S.C. Code Ann. §§ 12-8-540 and -550 for certain out-of-state Consultants, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the County receives an executed SCDOR Form 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease. The Consultant shall calculate that portion of the contract which is subject to the six percent (6.0%) South Carolina sales and/or use tax plus applicable County local sales tax, which amounts shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the Consultant.

2. Consultant shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon, or billed to the County as a result of the Consultant's failure to pay any tax of any type due in connection with this Agreement by Consultant.

S. Consultant Evaluation: Failure to meet performance standards. The Contract Management Officer for the County shall evaluate the Consultant's services performed on a semi-annual basis and shall provide the Consultant with a written copy of the evaluation with any suggestions for improvement. The evaluation criteria shall be:

1. Meeting Schedule Milestones (15%)
2. Quality of Service (20%)
3. Responsiveness (15%)
4. Subconsultant Utilization (15%)

5. Budget and Contract Modification Request (15%)
6. County satisfaction and community relations (20%)

The written evaluation shall include an overall performance score. The County shall use the following rating scale:

1. Consistently Exceeds Expectations - 5 points
2. Occasionally Exceeds Expectations - 4 points
3. Consistently Meets Expectations - 3 points
4. Occasionally Fails to Meet Expectations - 2 points
5. Consistently Fails to Meet Expectations - 1 point

A cumulative score below 250 indicates the Consultant shall take corrective action to improve. Corrective action may include but is not limited to removal and replacement of personnel or Subconsultants on the PDT. If there are two consecutive periods with cumulative scores below 250, the Consultant shall provide in writing its improvement plan to the Contract Management Officer and implement corrective action immediately.

XIII. Exhibits.

A. Exhibit Numbers. The Parties agree that the Agreement shall include the following exhibits, which are incorporated herein by reference:

1. **Exhibit A:** Services Order Form
2. **Exhibit B:** RFQ#RC-Q-2014—OET. (Not attached but incorporated herein by reference thereto.)
3. **Exhibit C:** Consultant's Response to RFQ#RC-Q-2014—OET. (Not attached but incorporated herein by reference thereto.)
4. **Exhibit D:** Schedule of Personnel Rates
5. **Exhibit E:** Schedule of Reimbursable Expenses.

This Agreement and the exhibits above stated are the "Contract Documents

B. Order of Precedence. This Agreement, including the exhibits listed above, are the Contract Documents and form the entire Agreement between the Parties, superseding all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the exhibits

irreconcilably conflicts with another provision of the Agreement, the following rules of interpretation shall control:

1. As between this Agreement and a Service Agreement, the Service Agreement shall govern to the extent the Service Agreement specifically states that it supersedes specified portions of this Agreement.
2. As between this Agreement, the RFQ, and the Consultant's Response to the RFQ, this Agreement shall govern.
3. As between the RFQ and the Consultant's Response to the RFQ, the Consultant's Response shall govern.
4. As between this Agreement and the plans or specifications, this Agreement shall govern.

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Agreement is entered into Under Seal as of the Effective Date of February 11, 2015.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

R. Perry

By: *Chief D. Patrick, CPPB* (L.S.)
Its: *Procurement Director*
Date: *2-11-2015*

CONSULTANT:

COX AND DINKINS, INC.

WITNESS: *Chris South*

By: *Gene Dinkins* (L.S.)
Its: *President*
Date: *3-2-15*

Richland County Attorney's Office
Elizabeth J. Mc...
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

EXHIBIT A: FORM OF SERVICE ORDER

Service Order
For
On Call Engineering Services Agreement

SERVICE ORDER NO. _____

Date: _____

This Service Order No. _____ is issued by Richland County, South Carolina (the "County"), to Cox and Dinkins, Inc. (the "Consultant") pursuant to that Agreement dated February __, 2015 between the County and the Consultant called "On Call Engineering Services Agreement Related to the Richland County, South Carolina Sales Tax Public Transportation Improvement Plan" (the "Agreement").

This Service Order, together with the Agreement, form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Change Order or Change Directive as provided for in the Agreement.

I. Scope of Services.

A. Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the information set forth below:

[Put here]

B. Unless otherwise provided in an exhibit to this Service Order, the Consultant's Services to be provided pursuant to this Service Order are:

[Put here]

C. Unless otherwise provided in an exhibit to this Service Order, the County's anticipated dates for commencement of the Services and Completion of the Services are set forth below:

1. Commencement Date:
2. Completion Date:

D. Key personnel assigned by Consultant to this Service Scope of Work:

- 1.

II. Insurance

The Consultant shall maintain insurance as set forth in the Agreement. If the Consultant is required to maintain insurance exceeding the requirements set forth in the Agreement, those additional requirements are as follows:

[Put here, if any]

III. Owner's Responsibilities.

In addition to those responsibilities the County may have as stated in the Agreement, the County in connection with this Service Order only shall:

[Put here, if any]

IV. Consultant's Compensation.

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

[Specify here, Lump Sum, Cost plus Fee, etc.]

B. Additional Services. Unless otherwise provided in an exhibit to this Service Order, any Additional Services by the Consultant shall be paid as Additional Services as provided in the Agreement.

V. Additional Exhibits.

The following exhibits and/or attachments are incorporated herein by reference thereto:

[Put here, if any]

VI. Execution of Service Agreement

The Execution of this Service Order by the County below constitutes a Service Order to the Consultant. The execution of this Service Order by the Consultant creates the Service Agreement.

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Service Agreement is entered into Under Seal as of the Effective Date of _____, 2015.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____ (L.S.)

Its: _____

Date: _____

CONSULTANT:

COX AND DINKINS, INC.

By: _____ (L.S.)

Its: _____

Date: _____

COLUMBIA 1196303v1

EXHIBIT D: Schedule of Personnel Rates

Exhibit D

COX AND DINKINS TEAM

OET

RICHLAND COUNTY SALES TAX TRANSPORTATION PROGRAM PERSONNEL RATE SCHEDULE		
Position Code	Position	Hourly Rates
	PROGRAM MANAGEMENT	
100	Program Manager	\$ -
101	Deputy Program Manager	\$ -
102	Assistant Program Manager	\$ -
103	Program Administrator	\$ -
104	Principal	\$ -
	PUBLIC INFORMATION	
200	Public Information Director	\$ -
201	Public Relations Director	\$ -
202	Outreach Lead Strategist	\$ -
203	Outreach Manager	\$ -
204	Web Designer	\$ -
	PROCUREMENT	
300	Procurement Director	\$ -
301	Procurement Manager	\$ -
302	SWMBE Manager	\$ -
	PROJECT CONTROLS	
400	Project Controls Director	\$ -
401	Financial Controls	\$ -
402	CPM Scheduler	\$ -
403	TEAMS Coordinator	\$ -
	DESIGN	
500	Principal Architect	\$ 190.00
501	Senior Architect	\$ 150.00
502	Architect	\$ 120.00
503	Principal Engineer	\$ 190.00
504	Senior Engineer	\$ 150.00
505	Engineer	\$ 125.00
506	Junior Engineer	\$ 105.00
507	Engineering Technician	\$ 100.00
508	Senior Structural Engineer	\$ 150.00
509	Structural Engineer	\$ 125.00
510	Senior Traffic Engineer	\$ 150.00
	COST ESTIMATING	
600	Preconstruction Svcs. Director	\$ -
601	Senior Estimator	\$ -
602	Estimator	\$ -

603	Quantity Surveyor	\$ -
	ENVIRONMENTAL	
700	Senior Geologist	\$ 135.00
701	Geologist	\$ 110.00
702	Senior Hydrologist	\$ 135.00
703	Hydrologist	\$ 110.00
704	Senior Environmentalist	\$ 135.00
705	Senior Biologist	\$ 110.00
706	Biologist	\$ 80.00
707	Environmental P. E.	\$ 125.00
708	Environmental Technician	\$ 75.00
	CONSTRUCTION/INSPECTIONS	
800	Construction Manager	\$ 170.00
801	Project Manager	\$ 150.00
802	Assistant Project Manager	\$ 120.00
803	Senior Inspector	\$ 95.00
804	Inspector	\$ 85.00
805	Junior Inspector	\$ 70.00
806	Safety Compliance Officer	\$ 75.00
	RIGHT-OF-WAY ACQUISITION	
900	Right-of-Way Principal	\$ -
901	Right-of-Way Manager	\$ -
902	Right-of-Way Agent/Mentor	\$ -
903	Right-of-Way Protege	\$ -
904	Project Manager	\$ -
905	Attorney Mentor	\$ -
906	Attorney Protege	\$ -
	SURVEY & MAPPING	
1000	Director	\$ 170.00
1001	Lead Utility Coordinator/Eng. IV	\$ -
1002	Asst. Utility Coordinator/Eng. III	\$ 125.00
1003	Asst. Utility Coordinator/Eng. II	\$ -
1004	Technical Assistant	\$ 75.00
1005	Lead Prof. Land Surveyor	\$ 115.00
1006	Asst. Prof. Land Surveyor	\$ 95.00
1007	Surveyor Tech III	\$ 75.00
1008	Surveyor Tech II	\$ 55.00
1009	Survey CAD Technician I	\$ 75.00
1010	GIS Specialist	\$ 95.00
	ACCOUNTING	\$ -
1100	Accounting Manager	\$ 110.00
1101	Accountant	\$ 95.00
1102	Accounting Clerk	\$ 65.00
	LEGAL	
1200	Attorney	TBD

1201	Legal Assistant	TBD
	SUPPORT STAFF	
1300	Contract Administrator	\$ 100.00
1301	Clerical	\$ 65.00
1302	Intern	\$ 45.00
1303	Student Intern	\$ 36.00
<p><i>Notes:</i></p> <p>1. <i>Ove r</i> time premium is 1.5 of above rates .</p> <p>2. Rates are subject to annual adjustment per Agreement.</p>		

	ADDITIONAL HOURLY RATES	
	LANDSCAPE ARCHITECTURE	
	Senior Landscape Architect	\$ 165.00
	Landscape Architect	\$ 100.00
	GEOTECHNICAL	
	Senior Principal Geotechnical Engineer	\$ 215.00
	Principal Geotechnical Engineer	\$ 177.00
	Senior Geotechnical Engineer	\$ 132.00
	Geotechnical Engineer	\$ 110.00
	Junior Geotechnical Professional	\$ 85.00
	Engineering Technician	\$ 75.00
	OTHER SURVEY & MAPPING	
	GPS or Robotic Survey Crew	\$ 130.00

EXHIBIT E: Schedule of Reimbursable Expenses

Exhibit E
Schedule of Reimbursable Expenses

1. Travel

A. Transportation/ Mileage:

Mileage _____ veh @ _____ 0

Total Mileage: 0 miles @ \$0.56 /mile= \$0.00

B. Lodging: 0 nights @ \$0.00 /night= \$0.00

C. Meals: 0 meals @ \$0.00 /meal= \$0.00

TOTAL TRAVEL \$0.00

3. Postage

A. Express Mail 0 @ \$0.00 /ea= \$0.00

B. Regular Mail 0 @ \$0.00 /ea= \$0.00

TOTAL POSTAGE \$0.00

4. Reproductions

Description	No.		\$ Per	=	
8 1/2 x 11 sheets (b&w)	<u>0</u>	X	<u>\$0.00</u>	=	<u>\$0.00</u>
8 1/2 x 11 sheets (color)	<u>0</u>	X	<u>\$0.00</u>	=	<u>\$0.00</u>
11 x 17 color copies	<u>0</u>	X	<u>\$0.00</u>	=	<u>\$0.00</u>
24 x 36 plots	<u>0</u>	X	<u>\$0.00</u>	=	<u>\$0.00</u>
Monthly Progress Reports	<u>0</u>	X	<u>\$0.00</u>	=	<u>\$0.00</u>
Meeting Handouts	<u>0</u>	X	<u>\$0.00</u>	=	<u>\$0.00</u>
Program Flier	<u>0</u>	X	<u>\$0.00</u>	=	<u>\$0.00</u>
Mounted Rendering 24X36	<u>0</u>	X	<u>\$0.00</u>	=	<u>\$0.00</u>

TOTAL REPRODUCTION \$0.00

TOTAL DIRECT NON-SALARY COSTS \$0.00

Richland County Council Request of Action

Subject

REPORT OF THE HOSPITALITY TAX COMMITTEE:

- a. "Destination Facilities" Funding Options
 - 1. Recommend removal of funding for the Columbia Museum of Art in FY16-17
 - 2. Explore the Tourism Development fund collected in the unincorporated portions of Richland County as an option for funding.
- b. Richland County Sports Arena
 - 1. Move forward with negotiations to purchase property [**WASHINGTON**]

Richland County Council Request of Action

Subject

a. I move to amend County Code Section 2-261 – Geographic Information System, Item (d) 1-5 to eliminate the fees for GIS data. **[ROSE]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda