



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**JULY 21, 2015
6:00 PM**

CALL TO ORDER **THE HONORABLE TORREY RUSH, CHAIR**

INVOCATION **THE HONORABLE DAMON JETER**

PLEDGE OF ALLEGIANCE **THE HONORABLE DAMON JETER**

Presentation Of Resolutions

1. a. Americans with Disabilities Act 25th Anniversary Proclamation [**PEARCE**]
- b. Resolution recognizing Chaplain Carnell Johnson on being named 2015 Correctional Volunteer of the Year [**MALINOWSKI**]

Approval Of Minutes

2. Regular Session: July 7, 2015 [**PAGES 7-19**]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

3. a. Water Park Evaluation Committee Recommendation
- b. An Ordinance Authorizing a lease to Columbia Area Mental Health for _____ sq. ft. of space at 2000 Hampton Street, _____ Floor

Citizen's Input

4. For Items on the Agenda Not Requiring a Public Hearing

Report Of The County Administrator

Report Of The Clerk Of Council

5. a. Special Called Meeting: July 28, 2015

Report Of The Chairman

6. a. Charters of Freedom: Vance Patterson

Open/Close Public Hearings

7. a. An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2,165 square feet of space at 2000 Hampton Street, 4th Floor

Approval Of Consent Items

8. 15-15MA
CCW Bluff Rd, LLC
HI to LI (2.5 Acres)
1400 Bluff Rd.
11209-03-05 [**THIRD READING**] [**PAGES 25-26**]
9. 15-26MA
Jeff & Jodi Salter
RS-MD to OI (5 Acres)
2304 Clemson Rd.
20200-01-11 [**THIRD READING**] [**PAGES 27-28**]
10. 15-27MA
Robert Berger
RU to NC (3.53 Acres)
4154 Hard Scrabble Rd.
20200-03-30 [**THIRD READING**] [**PAGES 29-30**]
11. 15-28MA
Kay Evans
RU to RS-MD (14 Acres)
Riding Grove Rd.
28900-01-27/28/31 [**THIRD READING**] [**PAGES 31-32**]
12. 15-30MA
M. B. Arnold
RM-HD to GC (.64 Acres)
1555 & 1557 Daulton Dr.
17012-03-11 & 12 [**THIRD READING**] [**PAGES 33-34**]
13. 15-31MA
Elton Johnson
GC to RS-MD (.97 Acres)
6423 Monticello Rd.
09401-06-07 [**THIRD READING**] [**PAGES 35-36**]

Third Reading Items

14. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; so as to alter the definition of "Subdivision" **[PAGES 37-42]**
15. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph D, Bonded Subdivision Plat Review and Approval; Clause 6, Recordation; and Subparagraph E, Final Subdivision Plat Review and Approval; Clause 6, Recordation; so as to properly cross-reference two subsection **[PAGES 43-45]**
16. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to add townhouses as a permitted use with special requirements in the RM-MD and RM-HD Zoning Districts **[PAGES 46-52]**

Second Reading Items

17. An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2165 square feet of space at 2000 Hampton Street, 4th Floor **[PAGES 53-69]**

First Reading Items

18. An Ordinance Authorizing a lease to Columbia Area Mental Health for _____ sq. ft. of space at 2000 Hampton Street, _____ Floor **[BY TITLE ONLY] [PAGE 70]**

Report Of Administration And Finance Committee

19. Lease Agreement; Warehouse for Richland Library during Capital Program **[PAGES 71-89]**

Report Of Economic Development Committee

20. a. Water Park Evaluation Committee Recommendation **[EXECUTIVE SESSION]**

Report Of Rules And Appointments Committee

1. Notification Of Appointments

21. Planning Commission - 1: **[PAGES 91-98]**
 - a. Nathan Halydier
 - b. Anna Grubic
 - c. Ed Greenleaf

Other Items

22. **REPORT OF PINWOOD LAKE AD HOC COMMITTEE:**

- a. Richland County Public Building Use Policy Revision [**PAGES 99-106**]

23. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. Hardscrabble Road Widening Project - Supplemental Intergovernmental Agreement [**PAGES 108-122**]
- b. Vista Greenway Phase 2 (Lincoln Tunnel) - Project Agreement [**PAGES 123-127**]
- c. Pavement Management Study - Overview and Recommendation [**PAGES 128-139**]
- d. Bikeways and Sidewalks Public Involvement Meetings: Summary and Recommendation [**PAGES 140-148**]
- e. County Transportation Improvement Program (CTIP) Revision and Review by TPAC [**PAGE 149**]
- f. On Call Engineering - CECS Service Agreement #1 [**PAGES 150-188**]
- g. On Call Engineering - Mead and Hunt Service Agreement #1 [**PAGES 189-225**]
- h. Design-Build Intersections Project - Construction Contract [**PAGES 226-227**]

24. REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE:

- a. Bonding Program [**ACTION**] [**PAGES 228-230**]

Citizen's Input

- 25. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 26.
 - a. Modify the Rules of Council to allow Council to respond to citizens during the Citizens Input portion of Council meetings. (Motion submitted on behalf of a Richland County resident) [**PEARCE**]
 - b. During the Citizens Input portion of Council meetings, the two (2) minute timer should not start until after the citizen has stated their name and address. (Motion submitted on behalf of a Richland County resident) [**PEARCE**]
 - c. Direct the County Administrator to immediately request backup data, including the model, from DNR. The backup data will be required in order to possibly move forward with screening the impacted parcels and development of appeal or LOMR for correction for disparity in the maps. Per Tolleson Ltd. and Pace Engineering Attached are nine maps of creeks and streams identified as having possible discontinuities that have negative flood impacts to property owners

[WASHINGTON] [PAGES 232-240]

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. Americans with Disabilities Act 25th Anniversary Proclamation [**PEARCE**]
- b. Resolution recognizing Chaplain Carnell Johnson on being named 2015 Correctional Volunteer of the Year [**MALINOWSKI**]

Richland County Council Request of Action

Subject

Regular Session: July 7, 2015 [PAGES 7-19]

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MINUTES

July 7, 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 6:01 PM

INVOCATION

The Invocation was led by the Honorable Kelvin E. Washington, Sr.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Kelvin E. Washington, Sr.

PRESENTATION OF RESOLUTION

- a. **Resolution recognizing Deputy Trobathian Johnson for his act of heroism in rescuing two citizens when their boat capsized on Pinewood Lake [JACKSON]** – Mr. Jackson presented Deputy Trobathian Johnson with a resolution for his act of heroism.

APPROVAL OF MINUTES

Regular Session: June 16, 2015 – Mr. Manning moved, seconded by Ms. Dickerson, to approve the minutes as distributed.

Mr. Malinowski noted for the record that Ms. Brawley deserved the same recognition as the Congaree Riverkeeper.

The vote in favor was unanimous.

Zoning Public Hearing: June 23, 2015 – Mr. Pearce moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.



Committee Members Present

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

Others Present:

Tony McDonald
Daniel Driggers
Valeria Jackson
Tracy Hegler
Larry Smith
Brad Farrar
Geo Price
Ismail Ozbek
Ray Peterson
Sparty Hammett
James Hayes
Nelson Lindsay
Quinton Epps
Warren Harley
Dwight Hanna
Beverly Harris
Michelle Onley
Monique McDaniels

ADOPTION OF THE AGENDA

Mr. Washington moved, seconded by Mr. Jackson, to add an item under Report of the Attorney for Executive Session entitled "Potential Contractual Matter". The vote in favor was unanimous.

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

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

- a. South Carolina Public Interest Foundation and William B. DePass, Jr. vs. Allen Dowdy, Adell Adams, Elaine Dubose, Herbert Sims, Samuel Selph, and the Board of Elections and Voter Registration for Richland County – Legal Advice**
- b. Road Closing Petition (Portion of Technology Circle)**
- c. Potential Contractual Matter**
- d. Pinewood Lake Ad Hoc Committee: Contract Agreement**

CITIZENS' INPUT

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

The following citizens spoke: (1) Helen Taylor Bradley, (2) Lottie P. Wesley, (3) Rhonda Myers and (4) Marie Stallworth regarding Item 26(a)(1) – "Consulting Services for Richland County Utilities Department: Move to engage a private entity to temporarily manage the Utilities Department while performing an assessment of the Department to determine how it should be managed in the future."

POINT OF PERSONAL PRIVILEGE – Mr. Rose recognized that Vince Ford and Lonnie Randolph were in the audience.

REPORT OF THE COUNTY ADMINISTRATOR

No report was given.

REPORT OF THE CLERK OF COUNCIL

No report was given.

REPORT OF THE CHAIRMAN

No report was given.

OPEN/CLOSE PUBLIC HEARING

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-Up Structures; Subsection (d), Paragraph (1); so as to change the language, “The Permit Fee Shall be \$25.53 for Residential Buildings and \$51.05 for Mixed-Use and Commercial Buildings” to “The Permit Fee Shall be charged at the rate on the current Richland County Fee Schedule” – No one signed up to speak.**

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-Up Structures; Subsection (d), Paragraph (1); so as to change the language, “The Permit Fee Shall be \$25.53 for Residential Buildings and \$51.05 for Mixed-Use and Commercial Buildings” to “The Permit Fee Shall be charged at the rate on the current Richland County Fee Schedule” [THIRD READING]**
- **15-51MA, CCW Bluff Rd., LLC, HI to LI (2.5 Acres), 1400 Bluff Rd., 11209-03-05 [SECOND READING]**
- **15-26MA, Jeff & Jodi Salter, RS-MD to OI (5 Acres), 2304 Clemson Rd., 20200-01-01 [SECOND READING]**
- **15-27MA, Robert Berger, RU to NC (3.53 Acres), 4154 Hard Scrabble Rd., 20200-03-30 [SECOND READING]**
- **15-28MA, Kay Evans, RU to RS-MD (14 Acres), Riding Grove Rd., 28900-01-27/28/31 [SECOND READING]**
- **15-30MA, M. B. Arnold, RM-HD to GC (.64 Acres), 1555 & 1557 Daulton Dr., 17012-03-11 & 12 [SECOND READING]**
- **15-31MA, Elton Johnson, GC to RS-MD (.97 Acres), 6423 Monticello Rd., 09401-06-07 [SECOND READING]**
- **SCE&G Utility Easement—Jim Hamilton Blvd.**
- **Motion to Withhold County Funding From Any Neighborhood/Community/HOA Which Does not Allow Public Attendance and/or Denies Access to Anyone**
- **One Year Extension of County-City 911 Intergovernmental Agreement**

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

SECOND READING ITEMS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; so as to alter the definition of "Subdivision" – Mr. Malinowski moved, seconded by Mr. Rose, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph D, Bonded Subdivision Plat Review and Approval; Clause 6, Recordation; so as to properly cross-reference two subsection – Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to add townhouses as a permitted use with special requirements in the RM-MD and RM-HD Zoning Districts – Ms. Dickerson moved, seconded by Mr. Rose, to approve this item. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Motion to Direct the Administrator and Staff to Abide by all Policies, Directives, Guidelines and Ordinances set by Council; Action Plan for Violations – Mr. Malinowski stated the action plan for violations is already addressed in the Employee Handbook. Additionally, any information that Mr. Jackson requires may be provided by the Clerk of Council's Office.

Mr. Jackson stated he made the motion in order to ensure there is accountability by upholding the rules and policies of the Employee Handbook.

The vote was in favor of the committee's recommendation to compile all County departmental policies, and forward the policies to Council for their consideration.

An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and square feet of space at 2000 Hampton Street, 4th Floor [FIRST READING] – Mr. Malinowski requested Exhibits A and B be included in the agenda for Second Reading. Additionally, he expressed concern for County janitorial staff that may come into contact with blood born pathogen waste. Therefore, anything that could have blood born pathogen waste on it should be cleaned by the lessee's staff.

Mr. Malinowski moved, seconded by Ms. Dixon, to approve the item, but to amend the lease language to protect the County's janitorial staff.

Mr. Rose inquired if the needs for the eye clinic have been addressed in the lease before Council.

Mr. McDonald stated it is his understanding the needs have been addressed.

Mr. Pearce requested a friendly amendment to review the lease language instead of amending it at this time.

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Mr. Malinowski accepted the amendment.

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized the some of the clinicians for the clinic were in the audience.

Approval of Sponsorship/Donation Payments – Mr. Malinowski stated according to the ROA the County once funds are given needs to be provided a detail description of the purposes for the money was used.

Mr. Malinowski moved to defer this item until the information is provided.

The motion died for lack of a second.

Mr. Pearce stated the purpose of the ROA was to approve the expenditure of the funds in advance and the information regarding the specific expenditure of funds will be provided when the request for the funds is presented to the Finance Department.

Mr. McDonald stated approximately a year ago the legislation changed with respect to individual and/or organization donations from local governments. The change in the legislation required that (1) Council formally appropriate the money as a line item in the budget and (2) identify the agency, group, or individual who is receiving the donation. The procedure Council developed was to appropriate the funding and agreed to come back in the fiscal year and identify them by name, which is what is before the Council tonight.

The vote was in favor of the committee's recommendation to approve the sponsorship/donation payments, totaling \$1,690.00 made between September 2014 and December 2014.

Lease Agreement: Warehouse for Richland Library during Capital Program – Mr. Pearce stated the committee's recommendation was to approve the request to enter into a lease agreement which will allow the library to securely store furnishings and equipment in an accessible location.

Mr. Malinowski stated after reviewing the lease and speaking with the Legal Department he was informed legal suggested changes to the lease. The revised lease was forwarded to the library for review and their response has not been received by the County's Legal Department.

Mr. Malinowski moved, seconded by Mr. Washington, to defer this item until Legal is prepared to bring the lease back to Council.

FOR

Dixon
Malinowski
Rose
Rush
Washington

AGAINST

Jackson
Pearce
Dickerson
Manning

The vote was in favor of deferral.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. Board of Zoning Appeals—1** – Mr. Malinowski stated the committee recommended re-appointing Mr. William Wallace Smith, Sr.

Mr. Rose moved, seconded by Mr. Jackson, to nominate Ms. Ray Borders Gray.

Mr. Rose and Mr. Jackson voted for Ms. Ray Borders Gray.

Ms. Dixon, Mr. Malinowski, Mr. Pearce, Mr. Rush, Ms. Dickerson, Mr. Washington and Mr. Manning voted for Mr. William Wallace Smith, Sr.

Mr. William Wallace Smith, Sr. was re-appointed.

- b. Planning Commission—1** – This item was held in committee.

OTHER ITEMS

REPORT OF PINEWOOD LAKE AD HOC COMMITTEE:

- a. Operations Plan** – Mr. Jackson stated the committee recommended incorporating the proposed operations plan into the original plan adopted in 2013.

Mr. McDonald stated when the redevelopment of the Decker Center began there were inquiries from community groups and organizations interested in utilizing the parking lot, the community room and the facility in general for events. In response, staff drafted an operations plan for the property, which also included the Pinewood Lake (Caughman Pond) property since it also would be used for public/community events. An operations plan, more specific to Pinewood Lake, was presented to the ad hoc committee. The committee's recommendation was to incorporate the Pinewood Lake Operations Plan into the previous operations plan.

Ms. Dickerson inquired if all of the Richland County facilities could be utilized by anyone.

Mr. McDonald stated that it is the intent.

Ms. Dickerson moved, seconded by Mr. Rose, to defer until the July 21st Council meeting.

FOR

Dixon
Malinowski
Rose
Pearce
Rush
Dickerson
Washington
Manning

AGAINST

Jackson

The vote was in favor of deferral.

- b. Emergency Construction of Restrooms** – Mr. Jackson stated the committee recommended moving forward and to allow staff to work with the contractor to proceed with the original plan.

Action on this item was deferred until after Executive Session.

- c. Contract Agreement** – This item was taken up in Executive Session.

REPORT OF SEWER AD HOC COMMITTEE:

a. Consulting Services for Richland County Utilities Department

- 1. Move to engage a private entity to temporarily manage the Utilities Department while performing an assessment of the Department to determine how it should be managed in the future [WASHINGTON]** – Mr. Washington stated the committee discussed the transitions that are taking place in the Utilities Department with the resignation of the Director and the Deputy Director. The consensus of Council is there is a flux with operations with all of the projects. The intent of the motion is for a private entity to temporarily run the department, as well as, do an assessment of the department at the same time. The overall system needs to be assessed and a decision needs to be made by Council on whether to move forward with the previous proposals. Staff has indicated they are in discussions with a potential Director.

Mr. Washington stated the committee recommended moving forward with the development of a RFP in the event the discussions with the potential Director do not work out.

Mr. McDonald stated his understanding of the motion is that staff will develop a Request for Proposals for a consultant management firm to potentially manage the Utilities Department on a temporary basis and provide an assessment of the department. The RFP would not be issued or go any further than the drafting phase. If the discussions are not successful then the RFP would be issued to bring in a consultant to temporarily manage the department until a Director can be hired.

Mr. McDonald further stated one of the deterrents to recruiting a potential Director has been the question as to whether the County is going to privatize the function, selling the system, etc.

Mr. Malinowski stated the motion that he made at the committee meeting was to create a RFP to perform an assessment of the department not to put out a RFP to hire a consultant. The assessment is to be done in conjunction with the potential hiring of a Director.

Mr. Manning inquired at what level does Council become involved in the decision of hiring a Director, consultant, etc.

Mr. McDonald stated, from the Administrator's prospective, if there is a vacancy at a department director level then an interim would be appointed until the position can be filled permanently.

Mr. Manning inquired if the Administrator has authority to contract privately if the need arises.

Mr. McDonald stated he does have the authority to contract up to a certain dollar amount.

Mr. Malinowski stated Mr. Hammett and Mr. McDonald were asked about the major projects the County is presently involved in and they stated the County was in good shape in regards to those projects.

Ms. McDaniels clarified the motion out of committee as follows: "To draft a RFP to do an analysis of the Utilities Department if staff could not negotiate with the current candidate."

The vote in favor of the committee's recommendation.

A Resolution to appoint and commission Raymond C. Smith as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Ms. Dixon, to approve the this item. The vote in favor was unanimous.

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

Helen Taylor Bradley spoke regarding Council being honest with the constituents, the budget process and voting on record.

Lottie P. Wesley spoke regarding Council and staff providing complete and articulate information to the public.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 7:14 p.m.
and came out at approximately 8:03 p.m.*

- a. **South Carolina Public Interest Foundation and William B. DePass, Jr. vs. Allen Dowdy, Adell Adams, Elaine Dubose, Herbert Sims, Samuel Selph, and the Board of Election and Voter Registration for Richland County** – Mr. Pearce moved, seconded by Mr. Malinowski, to direct the Administrator to affirm the issue previously discussed by Council and communicate it to party. The vote in favor was unanimous.
- b. **Road Closing Petition (Portion of Technology Circle)** – Mr. Pearce moved, seconded by Mr. Manning, to move forward as directed by counsel contingent upon receiving a response from EMS. The vote in favor was unanimous.
- c. **Potential Contractual Matter** – No action was taken.
- d. **Pinewood Lake Ad Hoc Committee: Emergency Construction of Restrooms** – Mr. Jackson stated the committee recommended moving forward with the original plan for the restrooms at the original costs. If the contractor cannot construct the restrooms at the original costs then the matter will be brought back to Council. The vote in favor was unanimous.
- e. **Pinewood Lake Ad Hoc Committee: Contract Agreement** – Mr. Jackson stated the committee recommended moving forward with the contract with the following amendment: “Any funds over the proposed annual operating costs will be returned to the County.”

Mr. Fosnight stated the amendment Mr. Jackson mentioned will look at the costs for the foundation to run the operations and anything above and beyond that will be returned to the County.

Mr. Washington inquired once the operational cost benchmark has been established then anything beyond that amount has to be refunded back to the County.

Mr. Fosnight answered in the affirmative.

Mr. Manning inquired of the status of the foundation’s nonprofit paperwork.

Mr. Fosnight stated his understanding is it is pending.

Mr. Smith clarified that pending means no formal action has been taken on the application to approve it.

It was Legal’s understanding initially that the foundation was a 501(c)(3) organization. The information that legal was subsequently provided was they were a nonprofit organization; however, they had not formally been established as a 501(c)(3).

Mr. Manning inquired as to who will be responsible for the audit of the funds that have come into Pinewood Lake to determine what “profit” should come back to the County.

Mr. McDonald stated it is his understanding the agreement calls for the foundation to submit a monthly financial report of the revenue collected to the Capital Projects Manager.

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Ms. Dickerson inquired if a nonprofit can operate with County funds without being a 501(c)(3).

Mr. Smith stated he is not sure what the County's specific grant requirements are for nonprofits.

Ms. Dickerson inquired if the organization does not receive their 501(c)(3) status within this fiscal year will the County get someone else to operate or will the organization continue to operate as a nonprofit.

Mr. Smith stated the contract is for a year and there is currently no provision that indicates the contract will terminate or cease if they do not receive their 501(c)(3) certification.

Mr. Jackson stated when an organization is registered by the State as a nonprofit they are a legal nonprofit organization. A 501(c)(3) designation means is they can apply for grants for a tax exempt purposes.

Mr. Washington inquired if there was an organization that oversees the operation of the rowing facility and if they generate revenue from their events.

Mr. McDonald stated the County is contracted with the Columbia Rowing Club, but the County's Support Services Department does the majority of the property maintenance. Mr. McDonald further stated he is unsure if the Columbia Rowing Club generates any revenue from the events held at the facility, but will research the matter and bring it back to Council.

Mr. Manning stated it is his understanding the foundation will be doing all operations and have all liability at the point Council approves the contract.

Mr. Smith stated the foundation will be doing the operations, as stated in the contract. There are provisions in the contract that protect the County from indemnification, hold harmless, which are designed to protect the County.

Mr. Rose inquired as to who authorized the foundation to begin operating the facility.

Mr. Smith stated he could not answer that question.

FOR

Dixon
Malinowski
Jackson
Pearce
Dickerson
Washington

AGAINST

Rose
Rush
Manning

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

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

MOTION PERIOD

Resolution recognizing Chaplain Carnell Johnson on being named 2015 Correctional Volunteer of the Year [MALINOWSKI] – Mr. Pearce moved, seconded by Mr. Washington, to adopt a resolution recognizing Chaplain Carnell Johnson. The vote in favor was unanimous.

Move that Richland County Council pass a resolution requesting the State Legislature remove the Confederate Battle Flag from the State House grounds [ROSE] – Mr. Pearce moved, seconded by Mr. Washington, to adopt a resolution requesting the State Legislature remove the Confederate Battle Flag from the State House grounds.

Mr. Malinowski stated, when resolutions are adopted, Council is typically speaking on behalf of the constituents. This resolution however is related to a very divisive issue in his district and there are many passionate people on both sides of the issue. Therefore, it would not be right for him to attempt to speak on their behalf when they are split on the issue.

FOR

Dixon
Rose
Jackson
Pearce
Rush
Dickerson
Washington
Manning

AGAINST

Malinowski

The vote was in favor.

Request that Richland County Council pass a resolution that states to Governor Nikki Haley and the Richland County Legislative Delegation that, Richland County Council will not support racial discrimination and the practice of hate crimes or terrorism, foreign or domestic, against an individual or specific group of people. As a collective body, who supports individual liberty and the pursuit of happiness for all people. We respectfully request that immediate action be taken to remove the Confederate Battle Flag that flies on the grounds of the South Carolina State House which sits in the County of Richland [JACKSON] – Mr. Jackson moved, seconded by Mr. Washington, to adopt a resolution that states: “Richland County Council will not support racial discrimination and the practice of hate crimes or terrorism, foreign or domestic, against an individual or specific group of people. As a collective body, who supports individual liberty and the pursuit of happiness for all people. Council respectfully requests that immediate action be taken to remove the Confederate Battle Flag that flies on the grounds of the South Carolina State House...”

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FOR

Dixon
Rose
Jackson
Rush
Washington

AGAINST

Malinowski
Pearce
Dickerson

The vote was in favor of the resolution.

Allow Council Members to electronically participate in ad hoc committee meetings
[WASHINGTON] – This item was referred to the Rules & Appointments Committee.

ADJOURNMENT

The meeting adjourned at approximately 8:43 PM.

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

Richland County Council Request of Action

Subject

- a. Water Park Evaluation Committee Recommendation
- b. An Ordinance Authorizing a lease to Columbia Area Mental Health for _____ sq. ft. of space at 2000 Hampton Street, _____ Floor

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. Special Called Meeting: July 28, 2015

Richland County Council Request of Action

Subject

- a. Charters of Freedom: Vance Patterson

Richland County Council Request of Action

Subject

a. An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2,165 square feet of space at 2000 Hampton Street, 4th Floor

Richland County Council Request of Action

Subject

15-15MA
CCW Bluff Rd, LLC
HI to LI (2.5 Acres)
1400 Bluff Rd.
11209-03-05 [**THIRD READING**] [**PAGES 25-26**]

Notes

First Reading: June 23, 2015
Second Reading: July 7, 2015
Third Reading:
Public Hearing: June 23, 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 # 11209-03-05 FROM HI (HEAVY INDUSTRIAL DISTRICT) TO LI (LIGHT INDUSTRIAL 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 # 11209-03-05 from HI (Heavy Industrial District) zoning to LI (Light Industrial 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: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

15-26MA
Jeff & Jodi Salter
RS-MD to OI (5 Acres)
2304 Clemson Rd.
20200-01-11 [**THIRD READING**] [**PAGES 27-28**]

Notes

First Reading: June 23, 2015
Second Reading: July 7, 2015
Third Reading:
Public Hearing: June 23, 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 # 20200-01-11 FROM RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT) TO OI (OFFICE AND INSTITUTIONAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20200-01-11 from RS-MD (Residential, Single-Family – Medium Density District) zoning to OI (Office and Institutional District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

15-27MA
Robert Berger
RU to NC (3.53 Acres)
4154 Hard Scrabble Rd.
20200-03-30 [**THIRD READING**] [**PAGES 29-30**]

Notes

First Reading: June 23, 2015
Second Reading: July 7, 2015
Third Reading:
Public Hearing: June 23, 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 # 20200-03-30 FROM RU (RURAL DISTRICT) TO NC (NEIGHBORHOOD 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 # 20200-03-30 from RU (Rural District) zoning to NC (Neighborhood Commercial District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

15-28MA
Kay Evans
RU to RS-MD (14 Acres)
Riding Grove Rd.
28900-01-27/28/31 [**THIRD READING**] [**PAGES 31-32**]

Notes

First Reading: June 23, 2015
Second Reading: July 7, 2015
Third Reading:
Public Hearing: June 23, 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 PROPERTIES DESCRIBED AS TMS # 28900-01-27/28/31 FROM RU (RURAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-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 properties described as TMS # 28900-01-27/28/31 from RU (Rural District) zoning to RS-MD (Residential, Single-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: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

15-30MA
M. B. Arnold
RM-HD to GC (.64 Acres)
1555 & 1557 Daulton Dr.
17012-03-11 & 12 [**THIRD READING**] [**PAGES 33-34**]

Notes

First Reading: June 23, 2015
Second Reading: July 7, 2015
Third Reading:
Public Hearing: June 23, 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 PROPERTIES DESCRIBED AS TMS # 17012-03-11/12 FROM RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY 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 properties described as TMS # 17012-03-11/12 from RM-HD (Residential, Multi-Family – High Density District) zoning to GC (General Commercial District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

15-31MA
Elton Johnson
GC to RS-MD (.97 Acres)
6423 Monticello Rd.
09401-06-07 [**THIRD READING**] [**PAGES 35-36**]

Notes

First Reading: June 23, 2015
Second Reading: July 7, 2015
Third Reading:
Public Hearing: June 23, 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 # 09401-06-07 FROM GC (GENERAL COMMERCIAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-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 # 09401-06-07 from GC (General Commercial District) zoning to RS-MD (Residential, Single-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: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; so as to alter the definition of "Subdivision" **[PAGES 37-42]**

Notes

First Reading: June 23, 2015
Second Reading: July 7, 2015
Third Reading:
Public Hearing: June 23, 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; ARTICLE II, RULES OF CONSTRUCTION; DEFINITIONS; SECTION 26-22, DEFINITIONS; SO AS TO ALTER THE DEFINITION OF “SUBDIVISION”.

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

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

Subdivision. All divisions of a tract or parcel of land into two (2) or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, lease or building development. The definition of subdivision includes:

- (a) All division of land ~~involving a new road or change in existing roads.~~
- (b) Re-subdivision involving a further division or relocation of lot lines of any lot or lots within a subdivision previously made and approved or recorded according to law.
- (c) The alteration of any roads or the establishment of any new roads within any subdivision previously made and approved or recorded according to law.
- (d) Combinations of recorded lots.

~~The following exceptions are included within this definition only for the purpose of requiring that Richland County have a record of these subdivisions:~~

- ~~(a) — The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this chapter.~~
- ~~(b) — The division of land into parcels of five (5) acres or more where no new road is involved and plats of these exceptions must be received as information by the Richland County Planning and Development Services Department.~~
- ~~(c) — The combination or recombination of entire lots of record where no new road or change in existing roads is involved.~~

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules Of Construction; Definitions; Section 26-22, Definitions; the definition of “Subdivision, administrative”; is hereby added in appropriate chronological order to read as follows:

Subdivision, administrative. The combination or recombination of portions of previously platted and recorded lots where the total number of lots is not increased and the resultant lots are equal to the applicable site development standards set forth in this chapter; the division of land into parcels of five (5) acres or more where it does not result in the creation of a new roadway or the widening of an existing roadway; the combination or recombination of entire lots of record where no new road or change in existing roads is involved; or the division of a parcel into two (2) lots which do not result in the construction of a new road or the improvement (including, but not limited to, paving and/or widening) of an existing road; or the construction of new water facilities, other than private on-site wells; or the construction of new sewerage facilities, other than on-site septic tanks; or the construction of new storm drainage facilities, other than roadside swales and culverts; and is not in conflict with any provision or portion of the comprehensive plan, official map, or this chapter.

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules Of Construction; Definitions; Section 26-22, Definitions; the definition of “Subdivision, major”; is hereby amended to read as follows:

Subdivision, major. Any subdivision that does not meet the criteria for an subdivision exception (see subdivision definition) administrative subdivision or a minor subdivision.

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (1), Administrative Review”; is hereby amended to read as follows:

(1) *Administrative review.*

~~a. *Applicability.* The following types of subdivisions are subject to administrative review in accordance with this section:~~

~~1. The combination or recombination of portions of previously platted and recorded lots where the total number of lots is not increased and the resultant lots are equal to the applicable site development standards set forth in this chapter.~~

~~2. The division of land into parcels of five (5) acres or more where it does not result in the creation of a new roadway or the widening of an existing roadway.~~

- ~~3. The combination or recombination of entire lots of record where no new road or change in existing roads is involved.~~
- ~~4. The division of a parcel into two (2) lots which do not result in the construction of a new road or the improvement (including, but not limited to, paving and/or widening) of an existing road; or the construction of new water facilities, other than private on-site wells; or the construction of new sewerage facilities, other than on-site septic tanks; or the construction of new storm drainage facilities, other than roadside swales and culverts; and is not in conflict with any provision or portion of the comprehensive plan, official map, or this chapter.~~

ab. *Submittal.* Applications for administrative subdivision review shall be filed by the owner of the property or an authorized agent. The application shall be filed with the planning department. All documents/information required on the application must be submitted – including the permit fee, as established by Richland County Council. Plats must be prepared by a South Carolina licensed land surveyor.

be. *Staff review.* The planning department shall approve or deny the application within thirty (30) days after the submission date of a completed application. If the department does not provide the applicant with a notice of the application’s status within thirty (30) days after the submission date of a completed application, then the application shall be deemed approved.

cd. *Public notification.* No public notification is required for administrative subdivision review.

de. *Formal review.* No formal review is required for administrative subdivision review.

ef. *Variances.* Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter. However, variances from the requirements set forth in Article IX. must be approved by the planning commission.

fg. *Appeals.*

1. Appeals shall be made to the Richland County Planning Commission, subject to the procedures set forth in Sec. 26-

58 and the payment of fees as established by Richland County Council.

2. Pursuant to the requirements of Section 6-29-1150 (c) of the South Carolina Code of Laws, any person who may have a substantial interest in the decision of the planning commission may appeal such decision to the circuit court, provided that a proper petition is filed with the Richland County Clerk of Court within thirty (30) days after receipt of the written notice of the decision by the applicant. An appeal shall cease all staff review regarding the subject property. However, a reconsideration request may be heard at the same time as an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

gh. *Recordation/approval validity.*

1. *Recordation.* A signed and sealed plat for an approved subdivision must be recorded by the applicant, within thirty (30) days of approval, with the Richland County Register of Deeds. The applicant shall provide the planning department with at least one (1) copy of the recorded plat. No building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property.
2. *Approval validity.* Failure to record a plat within thirty (30) days shall invalidate the plat approval.

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (2), Minor Subdivision Review"; Subparagraph a.; is hereby amended to read as follows:

- a. *Applicability.* The minor subdivision review process is required for those divisions of land that do not qualify for administrative

subdivision review, ~~(see above)~~ but which consist of less than fifty (50) lots. A minor subdivision shall not require engineered documents pertaining to design of infrastructure or the dedication of land to the county for open space or other public purpose. If a phased project, with fewer than fifty (50) lots in one or more phases, involves a total of fifty (50) or more lots within five (5) years of the recording of any prior phase, then the project shall be treated as a major subdivision, regardless of the size of the individual phases.

SECTION VI. 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 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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY
OF _____, 2015

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph D, Bonded Subdivision Plat Review and Approval; Clause 6, Recordation; and Subparagraph E, Final Subdivision Plat Review and Approval; Clause 6, Recordation; so as to properly cross-reference two subsection **[PAGES 43-45]**

Notes

First Reading: June 23, 2015
Second Reading: July 7, 2015
Third Reading:
Public Hearing: June 23, 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; ARTICLE IV, AMENDMENTS AND PROCEDURES; SECTION 26-54, SUBDIVISION REVIEW AND APPROVAL; SUBSECTION (C), PROCESSES; PARAGRAPH (3), MAJOR SUBDIVISION REVIEW; SUBPARAGRAPH D, BONDED SUBDIVISION PLAT REVIEW AND APPROVAL; CLAUSE 6, RECORDATION; AND SUBPARAGRAPH E, FINAL SUBDIVISION PLAT REVIEW AND APPROVAL; CLAUSE 6, RECORDATION; SO AS TO PROPERLY CROSS-REFERENCE TWO SUBSECTIONS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph d., Bonded Subdivision Plat Review And Approval; Clause 6., Recordation; is hereby amended to read as follows:

6. *Recordation.* Once approved, prior to recordation, the bonded plat must be signed by the land development administrator or his/her designee. The approval of a bonded plat for a major subdivision shall not automatically constitute or affect an acceptance by the county of the dedication of any road, easement, or other ground shown upon the plat. Public acceptance of the lands must be by action of the Richland County Council. A bonded plat for a major subdivision must be recorded by the applicant within thirty (30) days of approval with the Richland County Register of Deeds. The applicant shall provide the planning department with at least five (5) copies of the recorded plat. Except as allowed under Section 26-54~~(b)(3)e-7.~~ (c)(3)c.6. of this chapter, no building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property. If the developer fails to complete the bonded infrastructure improvements and submit a complete application for final subdivision plat approval within the specified time period, the county may proceed to collect the financial surety and assume responsibility for completing the required infrastructure improvements.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph e., Final Subdivision Plat Review And Approval; Clause 6., Recordation; is hereby amended to read as follows:

6. *Recordation.* Once approved, prior to recordation, the final plat must be signed by the land development administrator or his/her designee. A final

plat for a major subdivision must be recorded by the applicant within thirty (30) days of approval with the Richland County Register of Deeds. The applicant shall provide the planning department with at least five (5) copies of the recorded plat. The approval of a final plat for a major subdivision shall not automatically constitute or affect an acceptance by the county of the dedication of any road, easement, or other ground shown upon the plat. Public acceptance of the lands must be by action of the Richland County Council. Except as allowed under Section 26-54~~(b)(3)e.7.~~ (c)(3)c.6., or unless an optional bonded plat has already been approved and recorded, no building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded final plat of the subject property.

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 enforced from and after _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
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 add townhouses as a permitted use with special requirements in the RM-MD and RM-HD Zoning Districts [**PAGES 46-52**]

Notes

First Reading: June 23, 2015
Second Reading: July 7, 2015
Third Reading:
Public Hearing: June 23, 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 ADD TOWNHOUSES AS A PERMITTED USE WITH SPECIAL REQUIREMENTS IN THE RM-MD AND RM-HD ZONING DISTRICTS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; is hereby amended to include in the appropriate alphabetical order, the following definition:

Townhouse: A single-family dwelling unit attached by fireproof common walls to other similar type units, each unit having an open space for light, air, and access in the front and rear. There shall be not less than three (3) or more than six (6) such units connected together.

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

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
<u>Residential Uses</u>																	
Accessory Dwellings		SR	SR	SR	SR	SR	SR		P	P					SR		
Common Area Recreation and Service Facilities		P	P	P	P	P	P	P	P	P	P	P	P	P			
Continued Care Retirement Communities		SE	SE						SR	SR	SR		SR	SR			
Dormitories										P	SE			SE			
Dwellings, Conventional or Modular																	
Multi-Family, Not Otherwise Listed									P	P				P			
Single-Family, Detached		P	P	P	P	P	P	P	P	P							
Single-Family, Zero Lot Line, Common						SE	SE		SR	SR				SR			
Single-Family, Zero Lot Line, Parallel				SR	SR	SR	SR		SR	SR							
<u>Townhouses</u>									<u>SR</u>	<u>SR</u>							
Two-Family									P	P							
Dwellings, Manufactured Homes on Individual Lots		SR	SR	SR				SR							SE		
Fraternity and Sorority Houses									P	P	P			P			
Group Homes (9 or Less)		SR	SR	SR	SR	SR	SR	SR	SR	SR							
Group Homes (10 to 15)		SR								SE	SE	SE	SE	SE			
Manufactured Home Parks								SR									
Rooming and Boarding Houses										SE	SE	SE	SE	P			
Special Congregate Facilities											SE			SE			

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; is hereby amended by the insertion of a new paragraph to read as Paragraph “(72) Townhouse – RS-MD, RS-HD”, the existing Paragraph (72) is renumbered to read as Paragraph (73), and all remaining paragraphs are renumbered in appropriate chronological order.

SECTION IV. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; is hereby amended by the insertion of a new paragraph to read as Paragraph “(72) Townhouse”, the existing Paragraph (72) is renumbered to read as Paragraph (73), and all remaining paragraphs are renumbered in appropriate chronological order.

(72) Townhouses.

- a. Use districts: Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density.
- b. The minimum lot area shall be 1,500 square feet.
- c. The minimum lot width shall be twenty (20) feet.
- d. If parking is provided underneath the structure or in the front yard, the minimum front yard setback shall be twenty (20) feet. The minimum front yard setback shall be ten (10) feet if parking is provided in the rear yard.
- e. The maximum height of structures shall be three (3) stories or forty-five (45) feet.
- f. A side yard setback of at least five (5) feet shall be provided between the end units of a row and a side lot line; however, when the side lot line is a street line or driveway, the side yard setback adjacent to such street shall be at least ten (10) feet.
- g. The rear yard setback shall be twenty (20) feet; however, when required vehicular parking space is provided in the rear yard, minimum rear yard depth shall be twenty-five (25) feet, provided that no rear yard shall be required for simultaneously constructed units abutting at the rear and sharing for their full width a common nonbearing wall which complies with the building code.
- h. The building foot print of the principle structure shall not cover more than fifty (50%) percent of the lot area.

i. All common driveways, parking areas, open spaces or other amenities shall have provisions for perpetual maintenance by the property owners association or property owner(s)

j. No more than six (6) dwellings shall be constructed or attached together in a continuous row, and no such row shall exceed two hundred (200) feet in length.

k. An accessory building, excluding carports or garages, shall be permitted in the rear yard provided it does not exceed one hundred (100) square feet in gross floor area and meets the required side yard setback.

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-173, Off-street Parking Standards; Subsection (c), Number of Spaces Required; “Residential Uses” of Table 26-VII-1.; is hereby amended to read as follows:

TYPE OF LAND USE	PARKING SPACES REQUIRED		
	Minimum	* (Mid-range to Maximum must enhance water quality treatment)	
		Mid-range	Maximum **
Residential Uses			
Accessory Dwellings	One (1) Per Dwelling	N/A	One (1) Per Dwelling
Boardinghouses	One (1) for Every Two (2) Rooms Plus One (1) for the Resident Manager	Two (2) for Every Three (3) Rooms Plus One (1) for the Resident Manager	One Per Room Plus One (1) for the Resident Manager
Child and Adult Day Care Homes, Family	As for Single-Family Dwellings, Plus One (1) Additional Space	N/A	As for Single-Family Dwellings, Plus Two (2) Additional Spaces
Continued Care Retirement Communities	One (1) for Every Dwelling Unit Plus One (1) for Every Two (2) Employees on Shift of Greatest Employment	One (1) and One-Half (1½) for Every Dwelling Unit Plus One (1) for Every Two (2) Employees on Shift of Greatest Employment	Two (2) for Every Dwelling Unit Plus One (1) for Every Employee on the Shift of Greatest Employment
Dwellings, Two-Family or Single-Family, <u>Townhouses</u> , or Manufactured Homes on Individual Lots	Two (2) Spaces for Every Dwelling Unit	N/A	Three (3) Spaces for Every Dwelling Unit
Dwellings, Multi-Family	Two (2) Spaces for Every Dwelling Unit	Two and One-Half (2½) Spaces for Every	Three (3) Spaces for Every Dwelling Unit

		Dwelling Unit	
Manufactured Home Parks	Two (2) Per Manufactured Home	Two and One-Half (2½) Per Manufactured Home	Three (3) Per Manufactured Home
Special Congregate Facilities	One (1) Per Resident Staff Plus Two (2) for Every Three (3) Staff/Volunteers on Shift of Greatest Employment Plus One (1) for Each Vehicle Used in the Operation	N/A	One (1) Per Resident Staff Plus One (1) for Every Staff/Volunteer on Shift of Greatest Employment Plus One (1) for Each Vehicle Used in Operation

SECTION VI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-173, Off-street Parking Standards; Subsection (d), Design of Parking Areas; Paragraph (2), Maneuvering Space; Subparagraph a., General; is hereby amended to read as follows:

- a. *General.* All off-street parking areas, with the exception of parking areas for single-family detached, ~~and~~ two-family dwellings, ~~and townhouses~~, shall be so designed that vehicles will not be required to back onto a public road when leaving the premises. All parking areas shall be designed so that there is sufficient area for access to all parking spaces and safe maneuvering within the parking area.

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

SECTION IX. 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

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2165 square feet of space at 2000 Hampton Street, 4th Floor [**PAGES 53-69**]

Notes

June 23, 2015 - The Committee recommended that Council give first reading approval of the ordinance. Staff will include a copy of the lease in the July 7th, 2015 Council meeting agenda packet.

First Reading: July 7, 2015

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Midlands Healthcare Collaborative - Dental and Eye Care Clinic Expansion

A. Purpose

United Way of the Midlands (UWM), serving as fiscal agent for Midlands Healthcare Collaborative (MHC), consisting of Palmetto Health, Providence Hospitals and Lexington Medical Center and United Way, is requesting approximately 5,200 square feet of space on the third floor of the County's Health Department Building (2000 Hampton) to operate a dental and eye care clinic for low-income, uninsured adult clients.

B. Background / Discussion

United Way and Palmetto Health have operated the fourth floor dental clinic since the Health Department building was opened in the early 1980s. The fourth floor clinic will continue to operate and see primarily uninsured, low income children identified by the local public schools.

In late 2013, UWM and MHC asked County Council to consider allocating space for a full service clinic on the third floor of the Health Department Building. The effort was to include medical, dental and eye care based on the Medical Mission format that had been delivered to the community in 2011, 2012, 2013 and 2014.

At the November 5, 2013 Council Meeting, the following occurred: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

Early this year, partners, including Palmetto Health, agreed that they only would expand the dental and eye care efforts. MHC's expanded space will enable it to see more patients, especially adult patients who have an adverse impact on local emergency rooms when they attempt to access dental services through the hospital systems in the community. MHC expects to serve 52% more patients for dental services and 85% more for hygiene and prevention services.

UWM began work with Richland County staff to define the space and do all of the assessments and design work. United Way hired LCK as project manager and Stevens and Wilkinson as architects to complete the necessary work. This has been accomplished, with plans presented to Richland County staff by the project manager, LCK. UWM has begun work on the lease agreement for the space.

UWM, as the fiscal agent for this effort, is requesting the space as well as certain services to include utilities, parking, security, limited janitorial, and other basic building services. These services are currently being provided for the dental and eye care clinic operations presently

onsite. No Richland County funds are being requested. The renovations and operations will be paid for by UWM, Palmetto Health and their partners.

If the MHC occupies this space (approximately 5,200 sq. ft.), there will be approximately 10,750 sq. feet of additional available space remaining for the County's use. Currently occupied space on the 3rd floor includes the OSBO division (approximately 3,000 sq. ft.) and the eye clinic (approximately 2,000 sq. ft.).

This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

C. Legislative / Chronological History

November 5, 2013 Council Meeting: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

November 11, 2014 Council Meeting: An Ordinance Authorizing a lease to United Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street, 3rd Floor [THIRD READING]: Council gave third reading approval to the ordinance as presented in the agenda packet. [For optometry clinic.]

D. Financial Impact

MHC has received a grant from BCBS of SC Foundation of \$608,040 to purchase all new dental equipment for the expanded dental clinic. In addition, several thousands of dollars will be spent on the renovations required on the third floor to accommodate the new clinic, bringing the total renovation budget for the project to \$856,136. Total annual operating budget is expected to be \$1,060,672. Because of these significant expenditures, MHC is requesting a 10 year or longer lease for the project.

Below please find the projected budgets for renovations and operations for the clinic.

Midlands Healthcare Collaborative		
Expenditures for Upfitting Eye & Dental Clinics		
Expenditures		Amount
Dental Equipment		\$ 435,271
Dental Computer Hardware		39,175
Dental Chair Setup		107,082
Up Fitting		192,918
Signage		500
Asbestos Abatement		5,000
Asbestos Survey		2,422
Planning Design & Architectural Fees		33,000
Subtotal		\$ 815,368
5% Contingency		\$ 40,768
Grandtotal		\$ 856,136

MIDLANDS HEALTHCARE COLLABORATIVE			
FY15-16 Operating Budget			
Expenditures	Eye Care	Dental	Budget
Personnel & Fringe	\$ 47,901.00	\$ 761,858.64	\$ 809,759.64
Other Operating	\$ 63,697.00	\$ 105,902.00	\$ 169,599.00
Miscellaneous	\$ 5,100.00	\$ 76,213.36	\$ 81,313.36
Total Expenditures	\$ 116,698.00	\$ 943,974.00	\$ 1,060,672.00

Again – no funds are being requested of Richland County Government other than for the same services currently being provided for the dental and eye care clinic operations onsite (utilities, parking, etc.)

E. Alternatives

1. Approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.
2. Do not approve this request. Not allowing MHC to use this space would prevent the expansion of the clinic. MHC would lose the BCBS grant and not be able to expand these services.

F. Recommendation

It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.

Recommended by: Roxanne Ancheta

Department: Administration

Date: June 15, 2015

G. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 6/16/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support Services

Reviewed by: Bill Peters

Date: 6/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Support Services has been involved in the design of space process and is completing the final plan review. MHC will have to work with the Health department to ensure the renovations will not have an adverse effect on the Health Department operations.

Risk Management

Reviewed by: David Chambers

Date: 6/17/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

Administration

Reviewed by: Roxanne Ancheta

Date: June 19, 2015

X Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building. This will leave additional space for future County operations, if needed. This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

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

AN ORDINANCE AUTHORIZING A LEASE TO UNITED WAY OF THE MIDLANDS FOR 5178± SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 3RD FLOOR AND 2165 SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 4TH FLOOR.

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 County of Richland and its employees and agents are hereby authorized to lease 5178± sq. ft. of space on the 3rd Floor and 2165 sq. ft. of space on the 4th Floor of 2000 Hampton Street to the United Way of the Midlands, as specifically described in the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 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:
Public Hearing:
Third reading:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LEASE AGREEMENT
(2000 Hampton Street – 3rd and 4th Floor)
(Community Partners of the Midlands, LLC, a
corporation of the United Way of the Midlands)

This Lease Agreement entered into on this the _____ day of _____, 2015, is by and between Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands) (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately 7343± sq. ft. of such Property to the Lessee for use as an eye and dental clinic, which will include 5,178± sq. ft of space on the third floor and 2165± sq. ft. of space on the fourth floor; and

WHEREAS, the County and the United Way of the Midlands previously entered into a Lease Agreement (the “Previous Lease”) for space on the third floor of the Property, for use as an eye clinic; and

WHEREAS, the Lessee desires to lease property from the County for expansion of the eye and dental services already being provided at the Property; and

WHEREAS, the County requires Lessee to relocate the current eye clinic space; and

WHEREAS, the parties desire to execute a lease agreement setting out the parameters of the arrangement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Leased Premises. The County hereby leases to Lessee, and Lessee hereby leases from the County, approximately 5,178± square feet of space on the 3rd Floor of the Property and 2165± sq. ft. of space on the 4th Floor of the Property, as is further described on Exhibits A and

B, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as an eye and dental clinic (the "Clinic"), which shall serve adults in Richland County that are less than or equal to 200% of the federal poverty level, or other criteria as determined from time to time by Lessee, so long as such criteria is consistent with the spirit and intent of providing low or no-cost care to low income and uninsured residents of Richland County.

3. Term. The term of this Agreement shall be for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions provided below. This Lease Agreement shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall not be required to pay a rental fee to the County for lease of the Property. In lieu of a rental fee, consideration for this Lease Agreement shall be Lessee's continued operation of the Clinic under the terms specifically provided in paragraph 2, above, and as is elsewhere provided herein.

5. Transition and Relocation to Leased Premises. Lessee agrees to relocate the eye clinic from the space leased in the Previous Agreement to the current Leased Premises no later than (2) weeks after execution of this Agreement, or whenever the Leased Premises modifications have been completed by Lessee, whichever first occurs. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other

party (hereinafter “Notice of Termination”). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90th day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter “Notice of Breach”) specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term. The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste), vacuuming and damp mopping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Clinic and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility

infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs of the Clinic shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Clinic may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Clinic employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance/Indemnification. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South

Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss.

Lessee agrees to indemnify, hold harmless and defend Richland County, its employees, officers, agents, successors and assigns from and against any and all liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action on account of, or in any way arising from the Lessee's use and occupation of the Leased Premises, except to the extent such losses, claims, suits, and other liability are caused solely by the County.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition and that no improvements or modifications are required by the County to the Leased Premises before Lessee occupies such space. County and Lessee agree that for operation of the Clinic, Lessee requires certain improvements/modifications to the Leased Premises, which shall be pre-approved by the County, and performed at Lessee's sole expense. The Lessee will obtain written approval from the County before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvement or modifications. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the

Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County
c/o W. Anthony McDonald, Administrator
2020 Hampton Street
Post Office Box 192
Columbia, South Carolina 29202

2. If to Lessor, address to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

16. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

17. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

**COMMUNITY PARTNERS OF THE
MIDLANDS, LLC**

By: _____

Name: _____

Its: _____

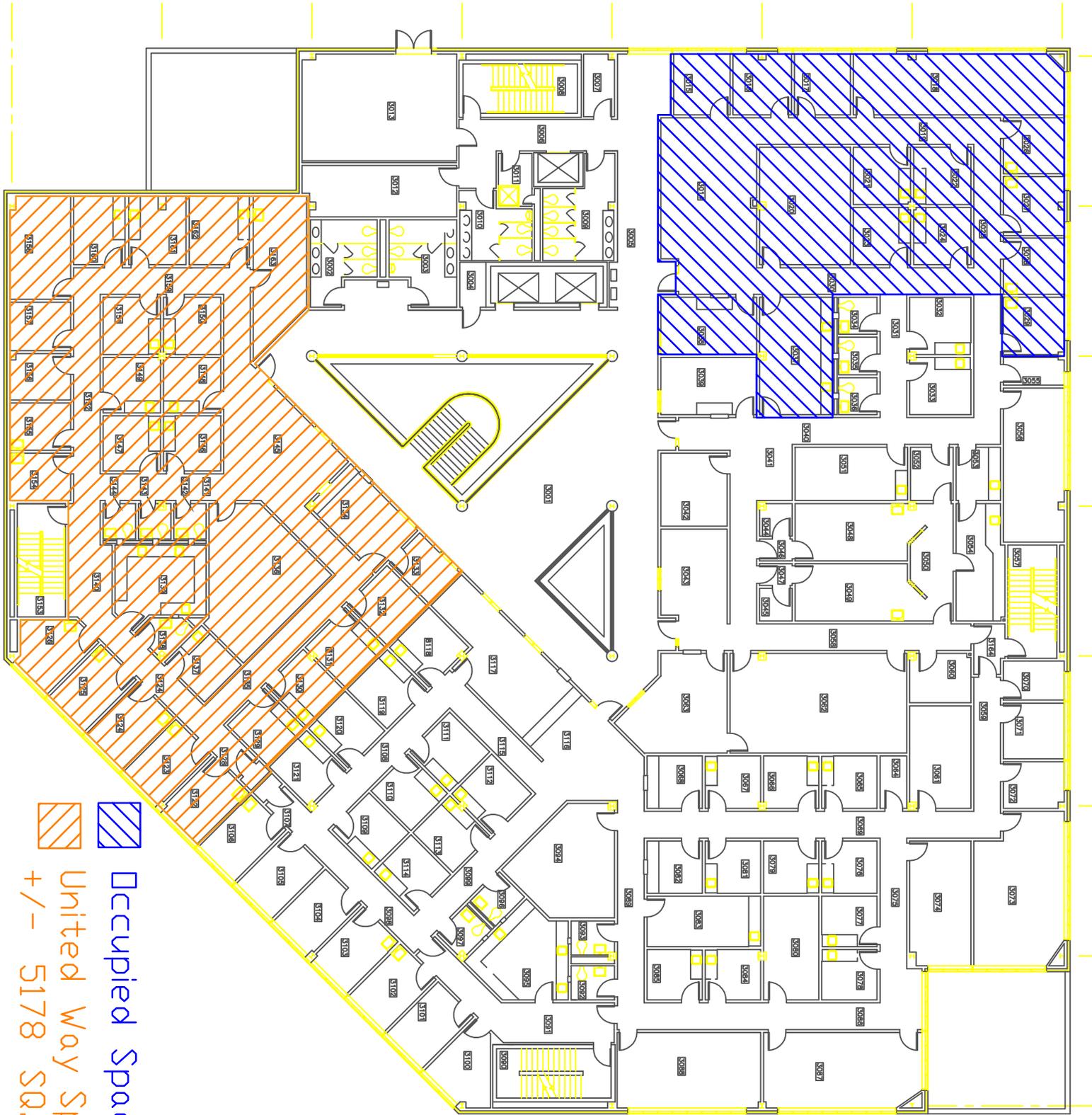
Witnesses as to Richland County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

Name: _____

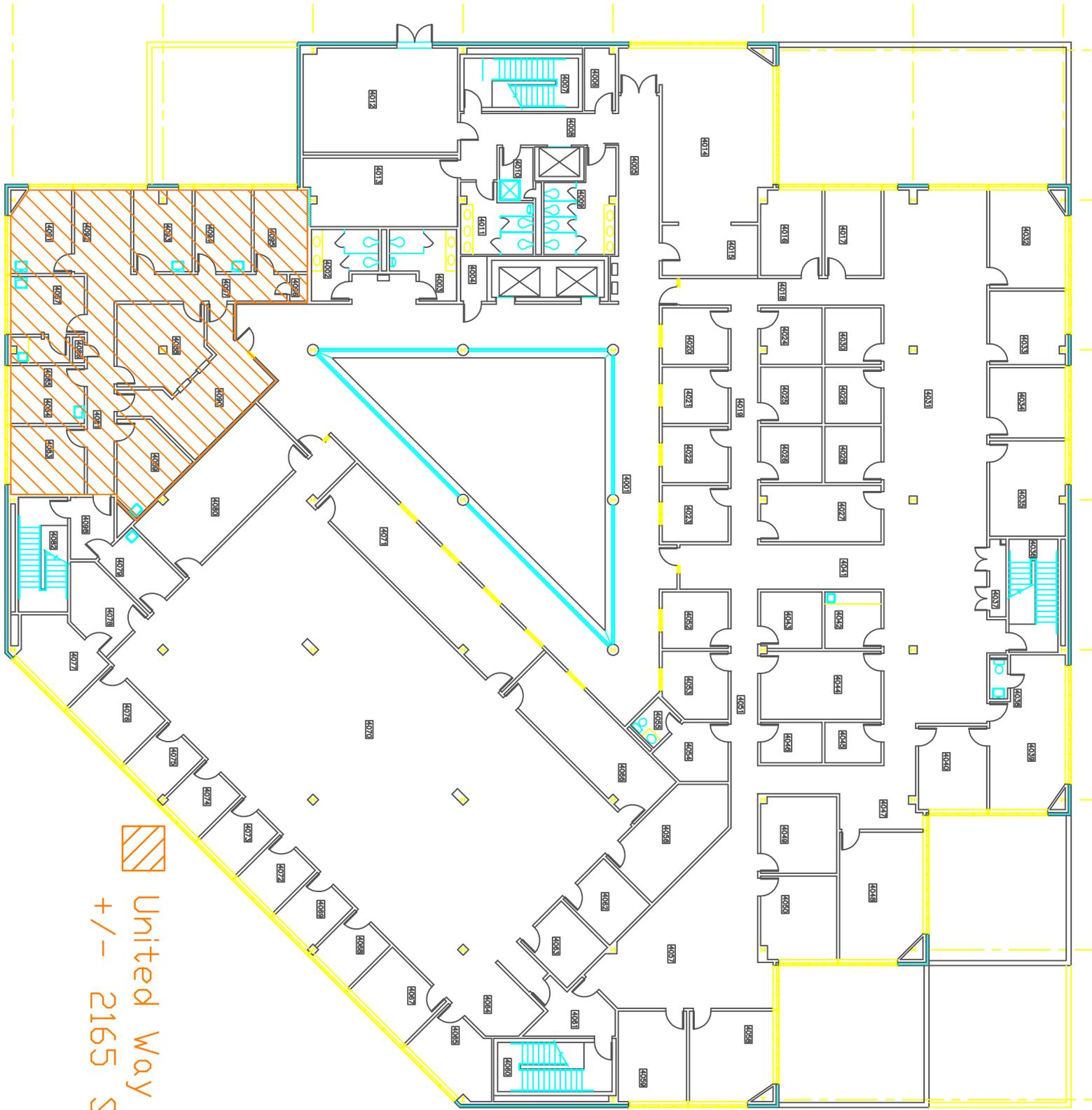
Its: _____



 United Way Space
 +/- 5178 SQ. FT.

 Occupied Space

3rd Floor Exhibit A




 United Way Space
 +/- 2165 SQ. FT

4th Floor Exhibit B

Richland County Council Request of Action

Subject

An Ordinance Authorizing a lease to Columbia Area Mental Health for _____ sq. ft. of space at 2000 Hampton Street, _____ Floor **[BY TITLE ONLY] [PAGE 70]**

Richland County Council Request of Action

Subject

Lease Agreement; Warehouse for Richland Library during Capital Program [**PAGES 71-89**]

Notes

June 23, 2015 - The Committee recommended that Council approve the request to enter into a lease agreement which will allow the library to securely store furnishings and equipment in an accessible location, contingent upon Legal review and inclusion of any amendments in the lease agreement.

Richland County Council Request of Action

Subject: Lease Agreement; Warehouse for Richland Library during Capital Program

A. Purpose

County Council approval is requested to enter into a lease agreement with Lindau Chemicals, Inc. for warehouse space to store library furnishings and equipment during renovations to existing library buildings. The warehouse is located at 649A Rosewood Drive, Columbia, SC and is 16,328 square feet.

B. Background / Discussion

Richland Library is in various stages of design on 6 out of 10 of the projects in its Capital Improvements Program. Two projects have completed code review and are ready to bid. Library buildings starting construction will need to be emptied of furnishings and equipment, and those items stored in a safe manner until construction is completed and the building is ready for re-occupancy. The Library’s Operations staff conducted a search of available warehouse space within a five mile radius of the main library that would meet the library’s needs of between 15,000 and 20,000 square feet, and have the appropriate loading dock and roll-up doors.

The best of available warehouses was also the least expensive. The lease of space was presented to the Library Board of Trustees at their meeting on April 13, 2015.

As presented to the Library Board, the lease would be for three years. The Library Board approved the lease for consideration by County Council.

C. Legislative / Chronological History

April 13, 2015: Lease approved by Library Board of Trustees for consideration by County Council.

D. Financial Impact

The lease is for \$5,075.29 per month with one month’s rent as security deposit.

3 years rent	\$ 182,710.32
3 years utilities, maint. & ins.	<u>\$ 15,000.00</u>
Total (not to exceed)	\$ 197,710.32

The Library Board approved an overall budget for the Capital Improvement Program on October 13, 2014. A line of that budget included funding for Swing Space. Swing Space was defined in the budget as, “additional facility space needed for temporarily housing collections, equipment, and/or furniture in order to keep all library locations open during construction phases.” The warehouse funding, if approved, will come from this budget.

E. Alternatives

1. Approve the request to enter into a lease agreement which will allow the library to securely store furnishings and equipment in an accessible location.

2. Do not approve the request to enter into a lease and the library will need to pursue more expensive and less accessible alternatives such as container storage in a remote location. This alternative is less desirable due to more impact on the budget and also some stored items need to be removed at various times during the program for reconditioning prior to reuse. Storage in containers at a remote location will make this very complex to coordinate and will decrease the effectiveness of the reuse efforts.
3. Do not approve the request to enter into the lease and the library will close more of the Main library during renovation in order to use space for storage that would otherwise be used for services to the library customers. This alternative is less desirable because the library is closing no more than 25% of its space during renovations, in the current plan, in order to maximize the availability to resources and services to our customers. With no warehouse, we will need to close an additional 12.5% of the building for storage thus reducing space available to customers. We would also have to move the storage space more than once within the building in order to make way for the general contractor.

F. Recommendation

It is recommended that Council approve the request to lease the warehouse space located at 649A Rosewood Drive. By leasing this warehouse, the library will be able to provide services to our customers at a level that is consistent with the values of the library and the expectations of our customers, and will be using our Capital Funds in an effective and efficient manner.

Recommended by: Melanie Huggins

Department: Richland Library

Date: May, 18, 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: 5/18/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on availability of funding

Procurement

Reviewed by: Cheryl Patrick

Date: 5/18/2015

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Policy decision at discretion of Council

Legal

Reviewed by: Elizabeth McLean

Date: 6/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. The attached lease was the initial draft proffered by the lessor. The Legal Department is working with the Library and the library's attorney to make a few changes to the lease. If the Committee forwards this item to Council, we will endeavor to have the completed draft to you at that time. The Library has requested that the item be in front of Council before it's August break if at all possible.

Administration

Reviewed by: Tony McDonald

Date: 6/19/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval pending final revisions to the lease by the County's Legal Department.

**SUBLEASE AGREEMENT
(NET, NET, NET)**

BY AND BETWEEN

LINDAU CHEMICALS, INC.
(LESSOR)

AND

**RICHLAND COUNTY, SOUTH CAROLINA, A BODY POLITIC AND CORPORATE, AND A POLITICAL SUBDIVISION
OF THE STATE OF SOUTH CAROLINA ON BEHALF OF THE RICHLAND COUNTY PUBLIC LIBRARY, A
COMPONENT UNIT OF THE COUNTY**

(LESSEE)

DATED

APRIL __, 2015

SUBLEASE NUMBER: SM-15-017

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**SUBLEASE AGREEMENT
(Net, Net, Net Sublease)**

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

THIS SUBLEASE made and entered into the date as so specified herein by and between, Lindau Chemicals, Inc. hereinafter called "Sublessor," and RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the RICHLAND COUNTY PUBLIC LIBRARY, a component unit of the County, hereinafter called "Sublessee."

WITNESSETH:

IN CONSIDERATION of the covenants and agreement of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

A. SUBLEASED PREMISES:

Sublessor by these presents does hereby demise and let unto Sublessee, and Sublessee subleases and hires from Sublessor all those certain premises, together with the buildings and other improvements thereon, for the term and upon the rental and the covenant and agreements of the respective parties herein set forth. Said premises are situate, lying and being in the State of South Carolina, County of Richland, in or near the City of Columbia, and having an address of 649A Rosewood Dr, and being further described as approximately 16,328 square foot warehouse hereinafter "Subleased Premises."

B. TERM AND DELIVERY OF PREMISES:

TO HAVE AND TO HOLD the Subleased Premises unto Sublessee for a term of twenty-four (24) months beginning on the 1st day of April, 2015 and ending at 11:59 pm, local time, on the last day of March, 2017.

C. COVENANTS AND CONDITIONS OF SUBLEASE:

This Sublease is made on the following covenants and conditions which are expressly agreed to by Sublessor and Sublessee:

1. **RENT:** Sublessee covenants to pay as rental to Sublessor the annual sum of Forty-eight Thousand, One Hundred Sixty-seven and 60/100 Dollars (\$48,167.60), said sum to be in lawful money of the United States, payable in equal monthly installments of Four Thousand, Thirteen and 97/100 Dollars (\$4,013.97). Said rental shall be payable monthly in advance at the offices of Colliers International South Carolina, Inc., Agent for Sublessor. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the fifth (5th) day of the month.

If any amount due from Sublessee is not received by Sublessor on or before the fifth (5th) day following the date upon which such amount becomes due and payable, a late charge ("Late Charge") of five percent (5%) of said amount shall become immediately due and payable as set forth below. Sublessor and Sublessee agree that the Late Charge represents a fair and reasonable estimate for the processing, accounting and other costs that Sublessor will incur by reason of such late payment. For each of Sublessee's checks payable to Sublessor that is returned by the depository bank for any reason attributable to Sublessee, Sublessee shall pay a Late Charge, if applicable, a returned rent charge of \$45.00, subject to Sublessor's reasonable increases from time to time without notice to, or consent of, Sublessee ("Returned Rent Charge"), and any returned check charge ("Returned Check Charge") which the depository bank has charged Sublessor for such check. All Rent, as increased by Late Charges, Returned Rent Charges and Check Return Charges, which is not paid within ten (10) days after due shall bear interest from the date due until the date paid at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less. All Late Charges, Returned Rent Charges, Returned Check Charges and interest accrued pursuant to this

paragraph shall be deemed Additional Rent and shall be due and payable, along with such other Rent then in arrears, within ten (10) days after Sublessee received Sublessor's invoice for such charges. Sublessor shall be entitled to apply any funds received from Sublessee pursuant to this paragraph to amount then due and owing by Sublessee to Sublessor, regardless if such amounts are in arrears, in a manner determined by Sublessor in Sublessor's sole and absolute discretion. Nothing in this Sublease shall be construed so as to compel Sublessor to accept payment of Rent in arrears should Sublessor elect to apply Sublessor's rights and remedies available under this Sublease or at law or in equity in the event of a Sublessee Default. Sublessor's acceptance of Rent in arrears pursuant to this paragraph shall not constitute a waiver of Sublessor's rights and remedies available under this Sublease or at law or in equity.

2. **AUTHORIZED USE:** Sublessee agrees not to abandon or vacate the Subleased Premises and shall use the Subleased Premises for the following purpose, and for no other purpose whatsoever, without the written consent of Sublessor first had and obtained: warehousing of Richland County Public Library Materials.

3. **CONDITION OF THE SUBLEASED PREMISES:** Sublessee has inspected and accepts the Subleased Premises in the same condition they are in at the time of commencement of the term of this Sublease. Sublessee agrees if, during said term, Sublessee shall change the usual method of conducting Sublessee's business on the Subleased Premises, or should Sublessee install thereon or therein any new facilities, Sublessee will, at the sole cost and expense of Sublessee, make alterations of improvements in or to the Subleased Premises which may be required by reason of any Federal or State Law, or by any municipal ordinance, or regulation applicable thereto.

4. **REPAIR AND CARE OF BUILDING BY SUBLESSEE:** Sublessee shall, throughout the initial term of the Sublease and any renewals or extensions thereof, at its own expense, maintain in good order and repair the Subleased Premises, including the building and other improvements located thereon. ~~Such repairs by Sublessee shall include as applicable but not be limited to, repairs and replacements to electrical and plumbing systems and fixtures, air conditioning and heating systems, loading doors, paved parking areas and drives, mowing of grass and care of shrubs, the roof, foundations, exterior walls or any portion of the Subleased Premises in which neglect would contribute to an unamortized depreciation of the Subleased Premises.~~ Sublessee shall at its own expense contract with a reputable firm for periodic servicing of the heating, air-conditioning and ventilation systems as recommended by the manufacturer of such equipment and shall keep on file with Sublessor a copy of said contract or other substantial proof of such servicing. Sublessee shall be responsible for all repairs and replacements to heating and air-conditioning equipment. Sublessee shall also maintain pest control (including termites) inspection and treatment of the Subleased Premises as required. Sublessee agrees to return said Subleased Premises to Sublessor at the expiration or prior termination of this Sublease in as good condition and repair as when received, natural wear and tear, damage by storm, fire, lightning, or other natural casualty excepted.

5. **SUBLESSOR'S RIGHT TO INSPECT:** Sublessor gives Sublessee exclusive control of the Subleased Premises and Sublessor shall be under no obligation to repair, replace or maintain the Subleased Premises or any part thereof, but Sublessor reserves the right to inspect the Subleased Premises during reasonable business hours and may subsequently require Sublessee, by written notice, to make any such repairs necessary, and in a good workmanship like manner for proper and reasonable upkeep of the Subleased Premises as agreed in Paragraph 4 of this Sublease. If said required work is not completed within thirty (30) days of said notice, Sublessor may contract with any firm of his choice and have said work completed, the cost of which will be considered as additional rent and will be billed to Sublessee and payable immediately.

6. **ALTERATION OF BUILDINGS AND INSTALLATION OF FIXTURES AND OTHER APPURTENANCES:** Sublessee may, with the prior written consent of Sublessor, but at its own cost and expense and in a good, workmanlike manner, make such alterations and repairs in the building as Sublessee may require for the conduct of its business without, however, materially altering the basic character of the building or improvements, or weakening any structure on the Subleased Premises. Sublessee shall have the right, without the permission of Sublessor, to erect, at Sublessee's sole cost and expense, such temporary partitions, including office partition, as may be necessary to facilitate the handling of Sublessee's business and to install electrical fixtures, additional lights and wiring and other trade appliances. Any alterations or improvements to the Subleased Premises, including but not limited to partitions, all electrical fixtures, lights and wiring, shall at the option of Sublessor, become the property of Sublessor, at the expiration or sooner termination of this Sublease. Should Sublessor request Sublessee to remove all or any part of the above mentioned items, Sublessee shall do so prior to the expiration of this Sublease and repair the Subleased Premises as described below. Temporary shelves, bins and machinery installed by Sublessee shall remain the property of Sublessee and may be removed by Sublessee at any time; provided, however, that all covenants, including rent, due hereunder to Sublessor shall have complied with and paid. At the expiration or sooner termination of this Sublease, or any extension thereof, Sublessee shall remove said shelves, bins and machinery, and repair, in a good and workmanlike manner, all damage done to the Subleased Premises by such removal. Sublessee shall not exercise the right and privilege granted by this Article 6 in such manner as to damage or affect the structural qualities of the building. Before any work is begun, Sublessee agrees to furnish Sublessor with holdharmless agreements from all contractors protecting against mechanics liens.

7. **COMMUNICATION LINES.** Subject to building design limits, Sublessee may install, maintain, replace, remove or use communications or computer wires and cables which service the Subleased Premises ("Lines"), provided: (a) Sublessee shall obtain Sublessor's prior written consent, and shall use contractors approved in writing by Sublessor, (b) any such installation, maintenance, replacement, removal or use shall comply with all laws, rules and regulations applicable thereto, and shall not interfere with any then existing Lines at the building, and (c) Sublessee shall pay all costs in connection therewith. Sublessor reserves the right to require Sublessee to remove any Lines located in or serving the Subleased Premises which violate this Sublease or represent a dangerous or potentially dangerous condition, within three (3) days after written notice. Sublessor also reserves the right to require that Sublessee remove any and all Lines upon termination of this Sublease. Any Lines not required to be removed shall, at Sublessor's option, become the property of Sublessor without payment of any type. Under no circumstances shall any Line problems be deemed an actual or constructive eviction of Sublessee, render Sublessor liable to Sublessee for abatement of Rent, or relieve Sublessee from performance of Sublessee's obligations under this Sublease.

8. **PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Sublessor shall pay annually all real estate taxes on the Subleased Premises existing at the commencement of this Sublease. However, Sublessee shall upon demand, reimburse Sublessor for all taxes and other assessments assessed or levied against the Subleased Premises. Such payment shall be made by Sublessee to Sublessor not later than thirty (30) days following the date on which Sublessor provides Sublessee with written evidence of such taxes or assessments. If the final year of the Sublease term fails to coincide with the tax year, then any tax during which the term ends shall be reduced by the prorata part of such tax beyond the Sublease term. For the purpose of this covenant, it is agreed that the Subleased Premises hereunder contains approximately 16,328 square feet and the total area contains approximately 122,677 square feet. Sublessee's prorata share for the purpose of calculations is 13.3097%.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Subleased Premises whether local, state, or federal, is required to be paid, the cost thereof shall be borne by the Sublessee.

9. **CONDEMNATION:** In the event any part of the Subleased Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Sublessee shall determine that the remaining portion of Subleased Premises are not reasonably suitable for its use and occupation, Sublessee may, by giving written notice to Sublessor within sixty (60) days after the date of such taking or condemnation, terminate this Sublease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Sublessor shall refund any unearned rent paid in advance by Sublessee. If the Sublessee does not terminate this Sublease as provided above, this Sublease shall continue in force as to the remaining portion of the Subleased Premises and in such event the monthly rental thereafter payable by Sublessee hereunder shall be adjusted and prorated in the exact ratio which the value of the Subleased Premises remaining after such taking or condemnation bears to the value of the Subleased Premises immediately preceding the taking or condemnation, and Sublessor shall, at its own expense, make any repairs or alterations to said Subleased Premises which may be necessary to restore the Subleased Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event any part of the Subleased Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and the remainder of the Subleased Premises shall not, in the opinion of Sublessor, constitute an economically feasible operating unit, Sublessor may, by giving notice to Sublessee within sixty (60) days after the date of such taking or condemnation terminate this Sublease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; Rent shall be apportioned as of the termination date.

In the event of the taking or condemnation of all or any portion of the Subleased Premises and if the Sublessor and/or Sublessee terminates the Sublease as provided above, Sublessor and Sublessee shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemnation and Sublessee shall receive from the condemnation award the value of his improvements, if any, so taken; Sublessee shall receive no other part of the condemnation award. If the Sublease is not terminated, Sublessor shall receive the entire award in the condemnation proceeding.

10. **INSTALLATION AND REMOVAL OF SIGNS:** Sublessee may place suitable signs on the Subleased Premises for the purpose of indicating the nature of the business carried on by Sublessee in said Subleased Premises provided that such signs conform to all ordinances by governing authorities and further; provided, however, that such signs shall be in keeping with other signs in the district where the Subleased Premises are located; and provided, further that the location of such signs are approved by Sublessor prior to their installation, and shall not damage the Subleased Premises in any manner. At the termination of this Sublease, Sublessor may require that Sublessee remove his sign, and any damage to the Subleased Premises caused by removal shall be promptly repaired by Sublessee.

11. **GLASS BREAKAGE AND VANDALISM:** Sublessee agrees to immediately replace broken or damaged glass with glass of comparable quality and characteristics which meet appropriate building code requirements, excepting breakage covered

under Sublessor's normal fire and extended coverage insurance policy. Sublessee shall make any repairs or replacements caused by vandalism to the Subleased Premises or any part thereof, if said damage is not covered by Sublessor's insurance.

12. **RIGHT OF ENTRY BY SUBLESSOR:** Sixty (60) days prior to the expiration of this Sublease, Sublessor may post suitable notice on the Subleased Premises that the same are "For Rent" or "For Lease" and may show the Subleased Premises to prospective sublessees at reasonable times. Sublessor may not, however, thereby unnecessarily interfere with the use of Subleased Premises by Sublessee.

13. **PAYMENT OF UTILITIES:** Sublessee shall contract for and pay all charges for sewerage, water, gas, electricity, and other public utilities used on the Subleased Premises, including all replacements of light bulbs, tubes, ballasts and starters. Sublessor may pay any delinquent bills incurred by Sublessee during the Sublease term which bills may create a lien on the Subleased Premises and shall upon demand be immediately reimbursed by Sublessee. Said payments shall be treated as additional rental even though the Sublease term may have expired.

14. **ASSIGNMENT AND SUBLETTING:** Neither this Sublease nor any interest herein may be assigned by Sublessee voluntarily or involuntarily, by operation of law, and neither all nor any part of the Subleased Premises shall be sublet by Sublessee without the written consent of Sublessor first had and obtained; however, Sublessor agrees not to withhold unreasonably its consent for Sublessee to sublet the Subleased Premises. Sublessor may withhold consent to sublease should the sublease rental be greater than contract rent. If Sublessor withholds such consent because of this condition, Sublessor must cancel this Sublease. In the event this Sublease or any interest herein is assigned or the Subleased Premises or any part thereof is sublet, whether with or without Sublessor's consent, Sublessee shall remain fully liable under all terms, covenants, and conditions of this Sublease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or Sublessee.

15. **INSURANCE:**

A. Sublessor agrees to keep the Subleased Premises fully insured (replacement cost) against all perils covered under a normal fire and extended coverage insurance policy including loss of rents; however, Sublessee shall, upon demand, reimburse Sublessor for the cost of the premium for such insurance policy. Such payment shall be made by Sublessee to Sublessor not later than thirty (30) days following the date which Sublessor notifies Sublessee in writing.

B. If the Subleased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Sublessor shall promptly repair all such damage and restore the Subleased Premises without expense to Sublessee, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Sublessor's control. If such damage or destruction shall render the Subleased Premises unSublesseeable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the Subleased Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e. expenditure of fifty (50%) percent or more of the replacement cost) of the building or buildings on the Subleased Premises, Sublessor or Sublessee may elect to terminate this Sublease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction.

C. Sublessor and Sublessee hereby release each other from liability for loss or damage occurring on or to the Subleased Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

D. Sublessee agrees to indemnify and hold Sublessor harmless of and from any and all claims of any kind or nature arising from Sublessee's use of the Subleased Premises during the term hereof, and Sublessee hereby waives all claims against Sublessor for damage to goods wares or merchandise or for injury to persons in and upon the Subleased Premises from any cause whatsoever, except such as might result from the negligence of Sublessor or Sublessor's representatives or from failure of Sublessor to perform its obligation hereunder within a reasonable time after notice in writing by Sublessee requiring such performance by Sublessor.

Sublessee shall at all times during the term hereof keep in effect in responsible companies' liability insurance in the names of and for the benefit of Sublessee and Sublessor with minimum limits as follows:

Bodily Injury and Property Damage.....	\$1,000,000.00	per occurrence
	\$2,000,000.00	aggregate

E. Sublessee will not permit said Subleased Premises to be used for any purpose which would render the insurance thereon void or cause cancellation thereof. Sublessee will not keep, store, use or sell, or allow to be kept, stored, used or sold in or about the Subleased Premises, any article or material which is prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to Subleased Premises of the same general type as those covered by this Sublease.

Such insurance may, at Sublessee's election, be carried under any general blanket coverage of Sublessee. Insurance required hereunder shall be in companies rated A or better in "Bests Insurance Guide" and shall name Sublessor as additional insured. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Sublessor. Sublessee shall have the right to settle and adjust all liability claims and all claims against the insuring companies, but without subjecting Sublessor to any liability or obligation.

16. **ENVIRONMENTAL MATTERS:** As used herein, "Hazardous Substances and/or Hazardous Materials" shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic, and includes without limitation, (a) asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resources Federal Water Pollution Control, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq., Clean Air Act of 1966, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., or Hazardous Materials Transportation Act, 49 USC App. 1801 et seq.

As used herein, "Environmental Law" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal or Release (as herein defined) of Hazardous Substances and/or Hazardous Materials, (e) pollution (including and Release to air, land, surface water, and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1976, 15 USC 2601 et seq., Hazardous Materials Transportation Act, 49 USC App. 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 USC 651 et seq., Oil Pollution Act of 1990, 33 USC 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 USC 7401 et seq., National Environmental Policy Act of 1969, 42 USC 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 USC 300(f) et seq., any similar implementing or successor law, any similar State law or regulation, and any amendment, rule regulation, order or directive issued thereunder.

As used herein, "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Substances and/or Hazardous Materials.

Sublessee shall not cause or permit any Hazardous Substances and/or Hazardous Material to be used, stored, generated or disposed of on or in the Subleased Premises by Sublessee, Sublessee's agents, employees, contractors, or invitees. If the Subleased Premises become contaminated in any manner, Sublessee shall indemnify and hold harmless Sublessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Subleased Premises, damages due to loss or restriction of rentable or usable space, or any damages due that adversely impact the marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, reasonable consultant and expert fees) arising during the Lease Term or any renewal of this Sublease, and arising as a result of such contamination by Sublessee. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site of any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Sublessee causes or permits the presence of any Hazardous Substances and/or Hazardous Materials on the Subleased Premises and such results in contamination, Sublessee shall promptly, at its sole expense, take any and all necessary actions to return the Subleased Premises to the condition existing prior to the presence of any such Hazardous Substances and/or Hazardous Materials on the Subleased Premises. Sublessee shall undertake no testing for Hazardous Substances and/or Hazardous Materials on the Subleased Premises or take any remedial actions without in each instance obtaining Sublessor's prior written consent, which consent shall not be unreasonably withheld or delayed. Sublessor shall have access to the Subleased Premises in order to investigate and test with respect to any suspected release of Hazardous Substances and/or Hazardous Materials in contravention of this subparagraph, and to access the Subleased Premises as needed for any remedial action deemed necessary by Sublessor.

Sublessee shall not intentionally or unintentionally discharge, Release or emit, or permit to be discharged, Released or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by Sublessor or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect the health, welfare, or safety of persons, whether located on the Subleased Premises or elsewhere.

Sublessee agrees that mold, mildew, fungi, bacteria and other biological microorganisms (hereinafter collectively "Mold") are found both inside and out and in certain circumstances can cause or contribute to health problems and/or damage to property. Sublessee further acknowledges that whether or not a particular location experiences the growth of Mold depends largely on the maintenance, use, upkeep and management of the building or unit and that special attention should be paid to kitchens, bathrooms, closets, break rooms, areas of high humidity, around building penetrations and along outside walls. Sublessee agrees that Sublessor and Sublessor's agents, employees, officers, directors and those hired by them shall not be liable or responsible, for any condition which exists in the environment or which is undisclosed to them or outside their control. Sublessee agrees the Sublessor nor Sublessor's agent and those listed above shall not be responsible or liable for damages (including but not limited to property damage, personal injury, emotional distress, loss of income, loss of use, loss of value, attorney fees, expert fees, costs, expenses and/or disbursements) caused by Mold or any other biological microorganism to Sublessee, its invitees, employees, or any other individual or entity or the personal property of Sublessee or the others referenced above which is caused, among other things, in whole or in part by Sublessee's failure to properly maintain, clean, repair, and/or inspect the Subleased Premises, Sublessee's failure to carry out its obligations and duties under the Sublease or to notify the Sublessor or Sublessor's agent in writing of the existence of unacceptable levels of Mold or other biological microorganisms and the need to remediate or repair the conditions. The above notwithstanding, the rights and obligations of the parties to repair, maintain, or otherwise protect the Subleased Premises are set forth elsewhere herein and nothing in this provision is designed to alter the respective responsibilities of the parties. Sublessee expressly waives the implied warranty of habitability, the implied warranty of fitness for a particular purpose and any other claim or demand based on representations or warranties as to the existence or nonexistence of Mold in a particular building or unit. Sublessee acknowledges the Sublessor and Sublessor's agent are, except as is set forth in writing, unaware of the presence of Mold in the Demises Premises or building as of the date hereof and Sublessee agrees to properly notify Sublessor or Sublessor's agent should it become aware of the existence of such conditions. The provisions of this paragraph shall survive the termination of this Sublease by whatever means.

Sublessee shall further:

- A. maintain the Subleased Premises in compliance in all material respects with any applicable Environmental Law and be responsible for making any notification or report concerning the Subleased Premises to a governmental authority required to be made by any applicable Environmental Law;
- B. obtain and maintain in full force and effect all material governmental approvals required by any applicable Environmental Law for operations at the Subleased Premises;
- C. expeditiously cure, to the reasonable satisfaction of Sublessor, any material violation of applicable Environmental Laws at the Subleased Premises, at its own expense, to the extent such violation is attributable to events or conditions which arose on or after the delivery date of the Subleased Premises by Sublessor to Sublessee;
- D. conduct expeditiously to the reasonable satisfaction of Sublessor and in accordance with any applicable Environmental Law any action necessary to remove, remediate, clean up, or abate any material Release, threatened Release, or disposal of a Hazardous Material at Sublessee's expense to the extent such response action is attributable to events or conditions which arose on or after the delivery date of the Subleased Premises by Sublessor to Sublessee;
- E. allow Sublessor or its representatives from time to time at Sublessor's reasonable discretion and expense to inspect the Subleased Premises and conduct an environmental assessment (including invasive soil or groundwater sampling), including, without limitation, to facilitate any other sale or lease of the Subleased Premises;
- F. promptly provide or otherwise make available to Sublessor any reasonably requested environmental records concerning the Subleased Premises which Sublessee possesses or can reasonably obtain;
- G. remove from the Subleased Premises at its expense, by the termination date any Hazardous Materials or equipment to manufacture, generate, transport, treat, store, dispose, or handle any Hazardous Material used by Sublessee or in the course of Sublessee's business, including, without limitation, any underground storage tank;

Sublessee shall indemnify, hold harmless, and hereby waives any claim for contribution against Sublessor or Sublessor's property manager for any damages to the extent they arise from:

- A. Events or conditions which existed on or after the Commencement Date of the Lease and relate to:
- (i) any Release, threatened Release, or disposal of any Hazardous Material at or about the Subleased Premises ;
 - (ii) the operation or violation of any Environmental Law at or about the Subleased Premises; or
 - (iii) any environmental claim in connection with the Subleased Premises; or.

B. The inaccuracy or breach of any representation or warranty by Sublessee in this section of this Sublease.

C. This indemnification and waiver shall be binding upon successors and assigns of Sublessee and to the benefit of Sublessor, their directors, officers, employees and agents, and their successors and assigns and shall survive the termination of this Sublease.

Sublessee's obligations hereunder shall survive the expiration or earlier termination of this Sublease.

17. **SURRENDER OF SUBLEASED PREMISES:** Sublessee agrees to deliver all keys to Sublessor and to surrender the Subleased Premises at the expiration, or sooner termination, of this Sublease, or any extension thereof, broom-clean in the same condition as when said Subleased Premises were delivered to Sublessee, or as altered, pursuant to the provisions of this Sublease, ordinary wear, tear and damage by the elements excepted, and Sublessee shall remove all of its property. Sublessee agrees to pay a reasonable cleaning charge should it be necessary for Sublessor to restore or cause to be restored the Subleased Premises to the same condition as when said Subleased Premises were delivered to Sublessee.

18. **HOLDOVER:** Should Sublessee remain in possession of the Subleased Premises or any part thereof after the expiration of the term of this Sublease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Sublessee shall pay as monthly rental two (2) times the monthly rental assessed during the last month of the term of this Agreement. Sublessee agrees to give Sublessor thirty (30) days prior written notice of Sublessee's intent to vacate the Subleased Premises. Sublessor may terminate the month to month tenancy by providing Sublessee thirty (30) days prior written notice.

19. **QUIET ENJOYMENT:** If and so long as Sublessee pays the rents reserved by this Sublease and performs and observes all the covenants and provisions hereof, Sublessee shall quietly enjoy the Subleased Premises, subject however, to the terms of this Sublease, and Sublessor will warrant and defend Sublessee in the enjoyment and peaceful possession of the Subleased Premises throughout the term of this Sublease.

20. **WAIVER OF COVENANTS:** It is agreed that the waiving of any of the covenants of this Sublease agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

21. **DEFAULT BY SUBLESSEE:** This Sublease is made upon the condition that the Sublessee shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, insurance, or any other sums required to be paid by Sublessee hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefore, or (b) there be any default on the part of Sublessee in the observance or performance of any of the other covenants, agreements, or conditions of this Sublease on the part of Sublessee to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Sublessor to Sublessee (unless such default cannot reasonably be cured within fifteen (15) days and Sublessee shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Sublessee shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Sublessee or of all or any substantial part of its properties or of the Subleased Premises shall be appointed in any action, suit or proceeding by or against Sublessee and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Sublessee shall admit in writing its inability to pay its obligations generally as they become due, or (g) Sublessee shall vacate or abandon the Subleased Premises, then and in any of said cases, Sublessor at its option may terminate this Sublease and re-enter upon the Subleased Premises and take possession thereof with full right to sue for and collect all sums or

amounts with respect to which Sublessee may then be in default and accrued up to the time of such entry, including damages to Sublessor by reason of any breach or default on the part of Sublessee, or Sublessor may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Subleased Premises or voiding this Sublease.

In addition to, but not in limitation of, any of the remedies set forth in this Sublease or given to Sublessor by law or in equity, Sublessor shall also have the right and option, in the event of any default by Sublessee under this Sublease and the continuance of such default after the period of notice above provided, to retake possession of the Subleased Premises from Sublessee without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Sublessor in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Subleased Premises, shall not be construed as an election to terminate this Sublease unless Sublessor expressly exercises its option hereinabove provided to declare deemed to have absolved or discharged Sublessee from any of its obligations and liabilities for the remainder of the term of this Sublease, and Sublessee shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other amounts of such deficits from time to time as ascertained and, in the event of any such ouster, Sublessor rents or subleases the Subleased Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new Sublease co-extensive with the term created hereunder which is less than the rent and other charges which Sublessee would pay hereunder for such period, Sublessor may immediately upon the making of such new Sublease of the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new Sublease for the portion of the term co-extensive with the term created hereunder and the rent which Sublessee would pay hereunder for such period, together with any expense to which Sublessor may be put for brokerage commission, placing the Subleased Premises in Sublesseeable condition or otherwise. If such new Sublease or tenancy is made for shorter term than the balance of the term of this Sublease, any such action brought by Sublessor to collect the deficit for that period shall not bar Sublessor from thereafter suing for any loss during the balance of the unexpired term of this Sublease.

If Sublessee at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Sublease to be made or performed by it, Sublessor, without waiving or releasing Sublessee from any obligation or default under this Sublease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Sublessee. All sums so paid by Sublessor and all costs and expenses so incurred shall accrue interest at the rate of 18% per annum or the highest rate permitted by law, whatever is less, from the date of payment or incurring thereof by Sublessor and shall constitute additional rent payable by Sublessee under this Sublease and shall be paid by Sublessee to Sublessor upon demand.

All rights and remedies of Sublessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Sublessee agrees to pay reasonable attorney's fee and all costs if Sublessor, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Sublease agreement or to enforce any covenants, agreements, or conditions on the part of the Sublessee to be kept and performed; and Sublessee expressly waives all exemptions secured to the Sublessee under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured.

22. DEFAULT IN RENT, INSOLVENCY OF SUBLESSEE: If Sublessee shall make default in the payment of the rent reserved hereunder, or any part hereof, or in making any other payment herein provided for, and any such default shall continue for a period of fifteen (15) days, after written notice to Sublessee, or if the Subleased Premises or any part thereof shall be abandoned or vacated or if Sublessee shall be dismissed therefrom by or under any authority other than Sublessor, or if Sublessee shall file a voluntary petition in bankruptcy or if Sublessee shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any amendment thereto hereafter made, seeking to effect its reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Sublessee or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Sublessee or the Subleased Premises or if any proceedings shall be commenced for the reorganization of Sublessee or if the leasehold estate created hereby shall be taken on execution or by any process of law or if Sublessee shall admit in writing its inability to pay its obligations generally as they become due, then Sublessor may, at its option, terminate this Sublease, without notice, and Sublessor or Sublessor's agents and servants may immediately, or at any time thereafter, re-enter the Subleased Premises by force, summary proceedings and otherwise, and remove all persons and property therein, without being liable to indictment, prosecution or damage therefor, and Sublessee hereby expressly waives the service of any notice in writing of intention to re-enter said Subleased Premises. Sublessor may, in addition to any other remedy provided by law or permitted herein, at its option re-let said Subleased Premises on behalf of Sublessee, applying any moneys collected first to the payment of expenses of resuming or obtaining permission, and second to the payment of costs of placing the Subleased Premises in rentable condition, including leasing commission, and third to the payment of rent due hereunder, and any other charges due to Sublessor. Any surplus remaining

thereafter shall be paid to Sublessee and Sublessee shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Sublessor.

23. **ENFORCEMENT:** In the event either party shall enforce the terms of this Sublease by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including reasonable attorney's fee.

24. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Sublease to perform any obligation hereunder, and any delay in performing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

25. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained within this Sublease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, assigns and upon their respective successors, in interest, except as expressly otherwise herein provided.

26. **LIENS:** Sublessee will not permit any lien for moneys owing by Sublessee to remain against the Subleased Premises for a period of more than thirty (30) days following discovery of the same by Sublessee; provided, however, that nothing herein contained shall prevent Sublessee, in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm or corporation growing out of Sublessee's operation of the Subleased Premises or costs of improvements by Sublessee on the said Subleased Premises, and the postponement of payment of such claim or claims, until such contest shall finally be decided by the courts shall not be a violation of this agreement or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after discovery of the same by Sublessee, Sublessor may at Sublessor's option (but without any obligation to do so) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the Subleased Premises which Sublessee is obligated hereunder to pay and which may or might become a lien on said Subleased Premises. Sublessee agrees to repay any sums so paid by Sublessor upon demand therefor, together with interest at the rate of ten (10%) percent per annum from the date any such payment is made.

27. **CONSTRUCTION OF SUBLEASE:** The word "Sublessor" as used herein shall refer to the individual, individuals, partnership or corporation called "Sublessor" at the commencement of this Sublease, and the word "Sublessee" shall likewise refer to the individual, individuals, partnership, or corporation called "Sublessee". Words of any gender used in this Sublease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

28. **PARAGRAPH HEADINGS:** The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

29. **COMMISSIONS:** Sublessor acknowledges the service of Colliers International South Carolina, Inc. as Real Estate Broker in this transaction and in consideration of the effort of said broker in obtaining Sublessee herein, does hereby agree to pay said broker for services rendered, commissions on the rental of the Subleased Premises in accordance with their separate agreement.

30. **SECURITY:** As security for the faithful performance by Sublessee of all of the terms and conditions of this Sublease on Sublessee's part to be performed, Sublessee has deposited with Sublessor the sum of Four Thousand, Thirteen and 97/100 Dollars (\$4,013.97). Such amount shall be returned to Sublessee, without interest, within thirty (30) days after the day set forth for the expiration or sooner termination of the term herein if Sublessee has fully and faithfully carried out all of the terms, covenants, and conditions of this Sublease on its part to be performed. Sublessor shall have the right to apply any part of said deposit to cure any default of Sublessee, including but not limited to damages and payment of rent. The application of the deposit shall be at the sole discretion of Sublessor. It is expressly understood that this remedy is in addition to all other remedies vested in Sublessor.

31. **NOTICES:** It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder, or for all purposes of billing, process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient, if given by a communication in writing by United States mail, postage prepaid and certified, and addressed as follows:

To the Sublessor

at the following address:

Lindau Chemicals, Inc.
731 Rosewood Dr
Columbia, SC 29201
Attn: Bill Cranford

With copy to:

Colliers International South Carolina, Inc.
Attn: Leasing Division
POB 11610
Columbia, SC 29211-1610

To the Sublessee
at the following address:

Richland County, South Carolina
1431 Assembly St
Columbia, SC 29201
Attn: Steve Sullivan

With copy to:

Colliers International South Carolina, Inc.
Attn: Leasing Division
POB 11610
Columbia, SC 29211-1610

32. **EXECUTION OF AGREEMENT:** The submission of this document for examination does not constitute an option or offer to sublease space at the Property. This document shall have no binding effect on the parties unless executed by the Sublessor and the Sublessee and a fully executed copy is delivered to the Sublessee.

33. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provisions of the Sublease, the following shall control:

- A. So long as Sublessee is not in default of this Sublease, Sublessee shall have a one-time option to renew this Sublease for a period of twenty-four (24) months by providing Sublessor with not less than ninety (90) days written notice prior to this Sublease termination date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the 23rd day of April 2015.

WITNESS:

SUBLESSOR: Lindau Chemicals, Inc.

BY:

S.W. Cull

ITS:

DATE:

April 23, 2015

WITNESS:

SUBLESSEE: RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the RICHLAND COUNTY PUBLIC LIBRARY, a component unit of the County

BY:

ITS:

DATE:

BY:

ITS:

DATE:

1301 Genesis Street
Suite 600
Columbia, SC 29201
www.colliers.com

MAIN +1 803 254 2300
FAX +1 803 252 4032



INFORMATION & DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS (Sublease)

An agency relationship arises whenever two persons agree that one is to act on behalf of the other and in accordance with the other's directions. The creation of an agency relationship imposes certain legal duties on the Agent. They are the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and accounting in dealings with the client.

Before a Sublessor or a Sublessee enters into a discussion with a real estate Agent regarding a real property transaction, the Sublessor and the Sublessee should each understand what type of agency relationship or representation the Sublessor and/or the Sublessee may have with each Agent in that transaction.

IF THE AGENT REPRESENTS THE SUBLESSOR: The Agent becomes the Sublessor's Agent by entering into a listing agreement with the Sublessor or by agreeing to act as a Subagent through a listing Agent. A Subagent may work for a different real estate company. A listing Agent or Subagent can assist the Sublessee but does not represent the Sublessee. A listing Agent or Subagent must place the interests of the Sublessor first. The Sublessee should not tell a listing Agent or Subagent anything the Sublessee would not want the Sublessor to know, because a listing Agent or Subagent must disclose to the Sublessor any information he or she knows. It is an Agent's duty to disclose to all parties all facts known to the Agent which materially affect the value or desirability of the property, and which are not known to or apparent with diligent attention and observation of the parties.

IF THE AGENT REPRESENTS THE SUBLESSEE: The Agent typically becomes the Sublessee's Agent by entering into an agreement to represent the Sublessee. A Sublessee's Agent can assist the Sublessor but does not represent the Sublessor. A Sublessee's Agent must place the interests of the Sublessee first. The Sublessor should not tell a Sublessee's Agent anything of a personal or confidential nature that the Sublessor would not want the Sublessee to know, because a Sublessee's Agent must disclose to the Sublessee any information he or she knows. It is an Agent's duty to disclose to all parties all facts known to the Agent which materially affect the value or desirability of the property, and which are not known to or apparent with diligent attention and observation of the parties.

IF THE AGENT REPRESENTS BOTH THE SUBLESSOR AND THE SUBLESSEE AT THE SAME TIME: An Agent may not act as an Agent for more than one party to a transaction without the disclosed and informed consent of both the Sublessor and the Sublessee. The Agent is required to treat both the Sublessor and the Sublessee honestly and impartially so as not to favor one party or work to the disadvantage of any party. Unless written permission from the Sublessor or the Sublessee, whichever is appropriate, is obtained, the Agent is prohibited from disclosing: (a) that the Sublessor will accept a price less than the asking price; (b) that the Sublessee will pay a price greater than the price submitted in a written offer; (c) any confidential information; or (d) any other information a party specifically instructs the Agent in writing not to disclose, unless disclosure is required by law. Therefore, the Agent's duties are more limited if he or she represents both parties. There are potential conflicts of interest when an Agent represents more than one party. The Agent is obligated to inform each party of all facts the Agent knows which would affect the party's decision to permit the Agent to represent both the Sublessor and the Sublessee.

You have the right to choose the type of representation you wish to receive. Payment of a fee to an Agent does not necessarily establish that the Agent represents you. If you have any questions regarding the duties and responsibilities of the Agent, you should resolve these questions before going further. Regardless of the agency relationships which may be established, you have the responsibility to protect your own interests. Once you have read and discussed this information with the Agent, please acknowledge your receipt of a copy of this form. It is the policy of Colliers International South Carolina, Inc., as Agent to provide this form to you and to disclose below whom the Agent represents.

The above duties of the Agent in a real estate transaction do not relieve a Sublessor or a Sublessee from the responsibility to protect his/her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of Agents assisting in the transaction. You should read its contents each time it is presented to you, considering the relationship between you and the real estate Agent in your specific transaction.

DISCLOSURE OF AGENCY

Agent named below represents: Sublessor _____ Sublessee _____ Sublessor and Sublessee

COLLIERS INTERNATIONAL
SOUTH CAROLINA, INC. By: _____

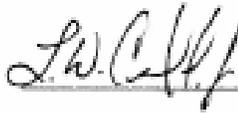
Brokerage Company Name (Agent) Sam Myers

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF AGENCY DISCLOSURE FORM: I acknowledge I have received a copy of this form. I understand that agreements I may sign may affect or change the agency relationships and that the Agent may represent both Sublessor and Sublessee only with the full knowledge and written consent of all parties.

Sublessor: Lindae Chemicals, Inc.

Sublessee: RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the RICHLAND COUNTY PUBLIC LIBRARY, a component unit of the County

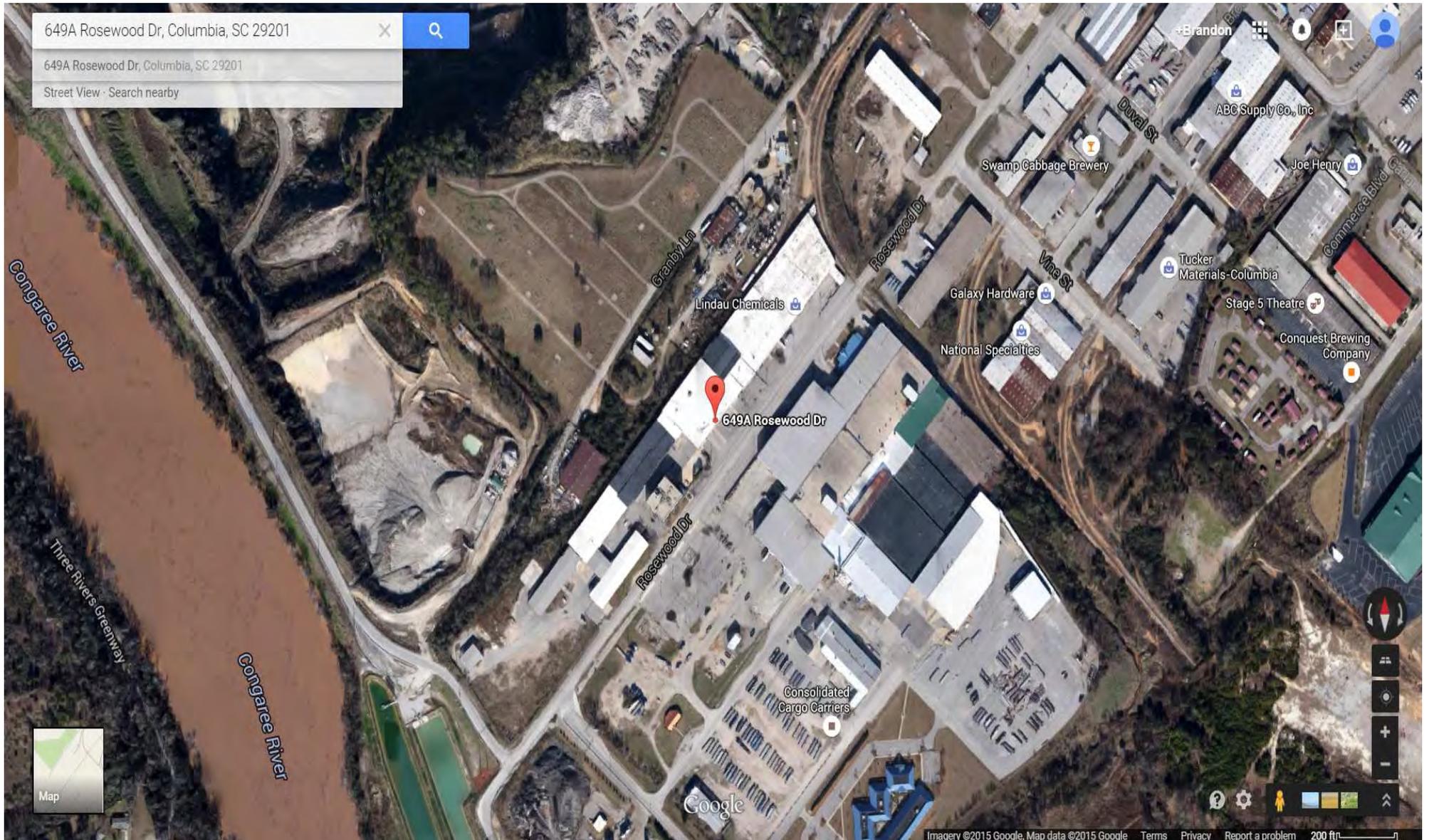


4-23-15

Date

Date

Agents must conduct transactions without regard to race, color, sex, religion, handicap, familial status, or national origin.



Richland County Council Request of Action

Subject

- a. Water Park Evaluation Committee Recommendation [**EXECUTIVE SESSION**]

Richland County Council Request of Action

Subject

Planning Commission - 1: **[PAGES 91-98]**

- a. Nathan Halydier
- b. Anna Grubic
- c. Ed Greenleaf



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

Applicant must reside in Richland County.

Name: Nathan Halydie

Home Address: 320 Meale dr Columbia, SC 29210

Telephone: (home) 803-414-9996 (work) 803-771-0131 ext 112

Office Address: 1301 Gervais Suite 710 Columbia, SC 29201

Email Address: NathanHalydie@gmail.com

Educational Background: BS in business

Professional Background: View my background online at NathanHalydie.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 active
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

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: I currently work for SC Interactive which has a contract with the state to provide payment processing and system apps to government bodies. I do not however, own any part of the company, nor am I apart of the sales process.


Applicant's Signature

3/4/15
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	

Any other information you wish to give? N/A _____

Recommended by Council Member(s): N/A _____

Hours willing to commit each month: 10-15 _____

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 x _____ 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 x _____

If so, describe: _____

Anna Grubbe
Applicant's Signature

5/22/15
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: Ed Greenleaf

Home Address: 1501 Dearborn Road, Columbia, SC 29204

Telephone: (home) (803) 419-7214 (work) (803) 361-1363

Office Address: 1501 Dearborn Road, Columbia, SC 29204

Email Address: EdGreenleaf@hotmail.com / Ed.Greenleaf@ScarlettSurveys.com

Educational Background: Master of Public Administration, USC, 1986; BA, USC, 1984

Professional Background: Current: VP, Scarlett Surveys International; Prior: BCBS of SC

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

Name of Committee in which interested: Planning Commission

Reason for interest: Richland County's Comprehensive Plan, adopted in 2009, was well thought out. However, we should review and revise as necessary to attract industry.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I am a consensus builder and a practical thinker. We need a business-like approach in ensuring we follow our plan while allowing flexibility for development.

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

Any other information you wish to give? We need a BMW, Boeing or Volvo in our county!

Recommended by Council Member(s): Jim Manning

Hours willing to commit each month: 10 hours

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.

Richland County Council Request of Action

Subject

REPORT OF PINWOOD LAKE AD HOC COMMITTEE:

- a. Richland County Public Building Use Policy Revision [**PAGES 99-106**]

“RICHLAND COUNTY PUBLIC BUILDING USE POLICY”

Richland County is cognizant of the numerous requests for the use of County public facilities. As a public government entity, Richland County is dedicated to the principals of fairness and non-discrimination for the public use of its facilities.

While it is the policy of Richland County to permit, allow and make available to the public certain of its public facilities, there is a need for coordination of such requests. Any group of citizens, organizations or other gatherings may request the use of specific county facilities, to wit:

- The Decker Center “Community Room”
- The Decker Center “parking lot” (available from 5:00 p.m. to 8:30 a.m. Monday thru Friday, and on Saturday and/or Sunday)
- Pinewood Lake Park facilities

In order to make a request for the use of one of the above facilities, the following procedure shall be followed:

1. Contact the Richland County Administration Office and make a written request for the specific time, date and place to be used.

2. If shelter rental at Pinewood Lake is desired, a written request should be made to the Pinewood Lake Park Foundation which can be contacted at:

Pinewood Lake Park Foundation
1511 Old Garners Ferry Road
Columbia, SC 29209
(803) 262-6667

3. Complete a “Use of Public Facility” form and a “Vendor Information” form, if applicable. These can be obtained under “Forms” at richlandonline.com or by calling the County Administrator’s Office, 576-2050 between 9:00 AM and 5:00 PM, Monday through Friday, excluding holidays. Applications should be sent to County Administrator, Attn: Executive Administrative Assistant, PO Box 192, Columbia, SC 29202. Or the Pinewood Lake Park Foundation, should a shelter rental at Pinewood Lake be desired.
4. Return the completed form with payment of \$300.00 for the facility usage fee, of which \$250 is refundable if there is no damage and if no extraordinary clean-

up is required of county personnel. Additional charges may be assessed depending on the use required and the amount of utilities consumed. Notification of the availability of the facility requested will be confirmed by the Administrator's office, in writing or by phone, or the Pinewood Lake Park Foundation. Rental fees for Pinewood Lake Park may differ from the usage fees discussed here, and should be confirmed through the Pinewood Lake Park Foundation.

5. It shall be the responsibility of the event organizer to coordinate the event with appropriate County staff or Foundation staff in a manner allowing sufficient time so as to not impede normal County operations. No less than three (3) business days for community room and Pinewood Lake shelter use and no less than three (3) full weeks for outside vendors and/or events.
6. All requests for use of public facilities will be handled on a "first come" basis, and will be subject to the availability of the facility requested. Normal business functions and use of County Facilities shall not be interrupted.
7. If the expected use of the facility shall require administrative personnel to be present after normal business hours, or if, in the opinion of the administration, security will be required, additional charges will be assessed. Charges will be based upon the actual out-of-pocket expenses incurred by the County for the use of personnel and for the cost of utilities.

FACILITY AND PARK RULES

1. Absolutely no weapons are allowed on County premises or in any public facility unless required by an authorized Law Enforcement Officer.
2. Absolutely no alcoholic beverages or illegal drugs are allowed on or in any public facility that is located on County property.
3. Absolutely no use of tobacco products is allowed on or in any public facility that is located on County property, except in designated areas.
4. All domestic animals must be kept under restraint or confinement. Any domestic animal not so restrained will be deemed unlawfully running at large.
5. No person shall willfully harm, harass, trap, confine, catch, feed or possess any wildlife within the park. Note: This does not include persons who have specific authority from Richland County Government to remove dangerous animals from the park.
6. Fishing in accordance with the State of South Carolina laws and regulations shall be permitted within the park.
7. Absolutely no activity involving unsafe use or providing a security concern will be permitted. Examples of such prohibited uses are fireworks, athletic events, and carnival-type rides.
8. No person shall operate a motor vehicle, including car, truck, motorcycle, minibike, snowmobile, four-wheel drive or other recreational vehicle within any park space unless the area is specifically designated and posted to permit the operation of such vehicle in that area. County and emergency vehicles on official business are exceptions from this Rule.
9. Posting of signs, advertisements and flyers or placement of brochures in any area of a County property is prohibited without written permission from Richland County Government.
10. It shall be unlawful to swim, dive, ice skate, walk on ice or use any floatation device not designed for fishing at any County Park.
11. Do not rearrange furniture or furnishings in the facility. If chairs or tables are temporarily relocated, these items must be replaced to their original location before you leave.

12. You and your organization will be jointly responsible for clean-up, including proper disposal of unused or unwanted items (no littering). You may lose a portion of your deposit if the County has to clean up after you.
13. It shall be unlawful to deposit or dispose of trash, garbage, rubbish, litter, grass cuttings, tree trimmings, debris, or other objects from private premises onto County property.
14. You, your organization, and all other users will be jointly responsible for the cost of damages to the facility that is a direct or indirect result of the use of the facility by you and/or your organization.
15. You and/or your organization will be responsible for all costs related to County Support Services personnel required to support any event occurring outside normal operating hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, or for any costs incurred due to utilizing a County service supplier in the event County personnel are not available during normal work hours or for any County personnel called in outside normal operating hours to make repairs on the facility or the facility's operating infrastructure, such as HVAC, electrical, and plumbing. The County's personnel's primary function must be the support of normal County operations. These costs will be calculated and invoiced from thirty (30) to sixty (60) days of the event.
16. You and/or your organization will be responsible for the payment of the facility usage fee prior to use of the facility. If your event will include vendors, you must provide proof of all business information, including licensing, health and certificate dates and corresponding grades issued. All food vendors must have a current health certification from DHEC. All vendors must be on-site and set up in a manner that meets all required regulatory agency requirements. All events shall be subject to inspection and enforcement action, such as closure of the event or fines as determined appropriate by County or State personnel, including regulatory agencies.
17. You and/or your organization will be responsible for arranging for security and the payment of security costs and related administrative costs, and for the amount of utilities consumed.
18. You and/or your organization will be responsible for signing an Indemnification and Hold Harmless agreement. All officers of your organization must sign this agreement as to officers and personally. The County must be added as an additional insured to the organization's general liability insurance or to a liability

policy for the event. The user must also provide certification of insurance for worker's compensation and vehicle liability. The executed Indemnification and Hold Harmless agreement and certifications satisfactory to the County must be delivered to the County at least three (3) business days prior to the event date for community room use and three (3) full weeks prior to any outside event request. The requirement for general liability, vehicle liability insurance and workers' compensation insurance may be waived for non-commercial entities, e.g. neighborhood associations. In addition, a list of other users of the facility and the activities they will perform must be delivered to the County at least three (3) business days prior to the event date.

19. In the event of a problem encountered with the facility or an emergency, the following numbers are to be called:

911 - for all emergencies

(803) 576-2050 - Richland County Administration (8:30 a.m. to 5:00 p.m., Mon. thru Fri.)

(803) 575-2450 – Support Services Department, Division of Facilities (7:30 a.m. to 4:00 p.m., Mon. thru Fri.)

Richland County Council Request of Action

Subject

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. Hardscrabble Road Widening Project - Supplemental Intergovernmental Agreement [**PAGES 108-122**]
- b. Vista Greenway Phase 2 (Lincoln Tunnel) - Project Agreement [**PAGES 123-127**]
- c. Pavement Management Study - Overview and Recommendation [**PAGES 128-139**]
- d. Bikeways and Sidewalks Public Involvement Meetings: Summary and Recommendation [**PAGES 140-148**]
- e. County Transportation Improvement Program (CTIP) Revision and Review by TPAC [**PAGE 149**]
- f. On Call Engineering - CECS Service Agreement #1 [**PAGES 150-188**]
- g. On Call Engineering - Mead and Hunt Service Agreement #1 [**PAGES 189-225**]
- h. Design-Build Intersections Project - Construction Contract [**PAGES 226-227**]

First Supplemental Agreement to the Cooperative Intergovernmental Agreement between Richland County, South Carolina, and the South Carolina Department of Transportation for the Richland County Sales Tax Transportation Program

THIS FIRST SUPPLEMENTAL AGREEMENT is made this ____ day of _____, _____, by and between Richland County (the “County”) and the South Carolina Department of Transportation (“SCDOT”).

WITNESSETH that:

WHEREAS, on February 7, 2014, the County and SCDOT entered into a Cooperative Intergovernmental Agreement defining the responsibilities of each of them with regard to certain projects to be undertaken under the Richland County Sales Tax Transportation Program; and

WHEREAS, the County intends to complete the Hardscrabble Road Widening Project as listed in Attachment “A” as part of the before mentioned IGA by contributing the project’s funding allocation for the completion of the project and SCDOT agrees to such change; and WHEREAS, the Agreement provided a list of Projects in Attachment “A”, this First Supplemental Agreement provides details specifically for the Hardscrabble Road Widening Project and SCDOT agrees to such changes;

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the people of Richland County and the State of South Carolina, the parties agree as follows.

I. Project Description:

The project which is the subject of this Agreement consists of the design, right of way acquisitions, construction, and construction engineering and inspection, to SCDOT and Federal standards, of a section of S-83 (Hard Scrabble Road) from near SC 555 (Farrow Road) to S-1041 (Kelly Mill Road) for approximately 7.2 miles in Richland County.

The term PROJECT is intended to refer to the above description unless indicated otherwise. Exhibit A (attached hereto and specifically made a part of this Agreement) presents a map depicting the PROJECT area and additional PROJECT information.

II. Obligations of the Parties:

THE SCDOT WILL:

- A. Provide the SCDOT's funding for the PROJECT as more specifically set out below under Section III FUNDING of this Agreement.
- B. Identify and provide a SCDOT engineer, as considered by the SCDOT to be appropriate, to manage the work covered by this Agreement.
- C. Provide by force account or contractor PROJECT design, right of way acquisition services, and construction services, including bidding, letting and awarding the construction contract and required construction engineering and inspection (CEI).
- D. Perform all required services in accordance with State, Federal and SCDOT guidelines considered appropriate by the SCDOT.
- E. Acquire in accordance with all laws and regulations, both Federal and State, and in the name of the SCDOT the right of way necessary to construct a new roadway connecting S-52 (Clemson Road) to Brook Hollow Drive in the Brookfield Subdivision (see Exhibit "B"). Title shall be in fee simple absolute and have warranty deeds.
- F. Acquire in accordance with all laws and regulations, both Federal and State, and in the name of the SCDOT the right of way necessary to construct the PROJECT.
- G. With the exception of the new roadway specified by "Section E in "SCDOT WILL" and later specified by "Section B in "COUNTY WILL" of the next section, accept responsibility for normal SCDOT maintenance as defined by SCDOT on SCDOT's right of way in accordance with SCDOT policies and procedures after construction of the PROJECT is completed and accepted by the SCDOT.
- H. Include provisions in the construction contract requiring the contractor to fabricate and install two (2) signs indicating that the PROJECT is being funded by

the COUNTY and the SCDOT. The location of the signs will be determined by the SCDOT.

- I. Bid, let, and award a contract to construct the PROJECT by January 31, 2016.
- J. To the extent permitted by existing South Carolina law, the SCDOT hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the SCDOT's part, or the part of any employee of the SCDOT in performance of the work undertaken under this Agreement.

COUNTY WILL:

- A. Provide the COUNTY's maximum funding for the PROJECT as more specifically set out below under Section III Funding of this Agreement.
- B. Accept responsibility for maintenance or improvements made under this PROJECT on existing SCDOT right of way and right of way acquired by SCDOT specified by "Section E in the before "SCDOT WILL" obligations portion of this agreement, after construction of the PROJECT is completed by the SCDOT (see Exhibit "B").
- C. By execution of this agreement, grant to the SCDOT and its contractors the right to enter the COUNTY right of way to build the PROJECT.
- D. Provide the equivalent of four (4) full time construction engineering and inspection (CE&I) personnel to assist the SCDOT with the construction oversight of the PROJECT. The COUNTY's CE&I personnel will perform on-site inspection and testing duties in accordance with the SCDOT standards and the Construction Manual. The CE&I personnel will work under the direction of SCDOT's Resident Construction Engineer. The CE&I personnel may be responsible for verifying and documenting that the quantities of testing (QC and QA) are being met and maintain master project QC and QA records. The CE&I personnel may be asked to review the Contractor's Quality Control (QC) Plan and provide recommendations. The CE&I personnel may interface and coordinate

with the Contractor's QC personnel on a daily basis. The CE&I personnel are responsible for highly technical and specialized inspection and testing procedures for roadway and bridge construction in the areas of concrete, foundations, soils and earthwork, asphalt roadway, erosion control, traffic control, and others. The County's inspectors would be expected to be SCDOT certified in the areas needed. The following tasks have been developed to address the goals and objectives if requested by SCDOT.

- a. Perform Inspection and Quality Acceptance Testing for Concrete Structures as directed.
 - i. The COUNTY shall provide requested personnel and equipment to perform necessary Quality Acceptance inspection, sampling, and on-site testing of concrete structures on the Project. This task includes performing necessary air and slump tests, inspecting the construction of the formwork, placement and tying of reinforcing steel, checking grades as set by the contractor, making and storing concrete cylinders, logging all samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and assisting in alternate testing of materials through the SCDOT Office of Materials and Research, and all other inspection duties as described in the SCDOT Construction Manual, 2004 edition, and the Standard Specifications, 2007 edition. The COUNTY shall provide sufficient staff to monitor these activities independently and to sample and test materials in accordance with the sampling frequencies established by the special provisions, specifications, supplemental specifications, and the SCDOT Construction Manual. All COUNTY staff assigned to this task must possess a current SCDOT certification in Concrete Inspection.
- b. Perform Inspection and Quality Acceptance Testing for - Structural Foundations as directed.

- i. The COUNTY shall provide requested personnel and equipment to perform necessary Quality Acceptance inspection, sampling, and on-site testing of structural foundations on the Project. This may include driven pile foundations, spread footing foundations, and drilled shaft foundations. This task includes performing necessary inspection of the driven piles, including gathering all necessary information for the completion of the pile recap sheet and spot checks of pile alignment and cut off grades. This task also includes the necessary inspection of drilled shafts, including inspection of the excavated shaft, tying and placement of the rebar cage, sampling and inspection of the slurry, on-site testing and sampling of the concrete, completion of all forms associated with drilled shafts, including the concrete curves, etc., facilitating the CSL testing, logging all samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and assisting in alternate testing of materials through the SCDOT Office of Materials and Research, and all other inspection duties as described in the SCDOT Construction Manual, 2004 edition, and the Standard Specifications, 2007 edition. The COUNTY shall provide sufficient staff to monitor all these activities independently and to sample and test materials in accordance with the sampling frequencies established by the special provisions, specifications, supplemental specifications, and the SCDOT Construction Manual 2004 edition, and the Standard Specifications, 2007 edition. All COUNTY staff assigned to this task must possess a current SCDOT certification in Foundations.

- c. Perform Inspection and Quality Acceptance Testing for Concrete Structures as directed.
 - i. The COUNTY shall provide requested personnel and equipment to perform necessary Quality Acceptance inspection, sampling, and on-site testing of earthwork and base construction on the Project. This includes, but is not limited to embankment construction, excavations, mucking, borrow excavation, installation of geosynthetics and geogrids, cement and/or lime stabilization, ground modifications, graded aggregate base course construction, placement of drainage systems, and any other related activities. This task includes performing necessary inspection and sampling of borrow excavation and subgrade at frequencies established in the specifications, monitoring, inspection, and testing of all compaction activities on the project, establishing limits of mucking or undercutting , inspection and sampling of geosynthetic material placement, and completion of all forms associated with earthwork and base construction, logging all samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and assisting in alternate testing of materials through the SCDOT Office of Materials and Research, and all other inspection duties as described in the SCDOT Construction Manual, 2004 edition, and the Standard Specifications, 2007 edition. The COUNTY shall monitor Contractor's compliance with the Contractor's approved QC plan for earthwork and shall provide sufficient staff to monitor all these activities independently and conduct Quality Acceptance sampling and testing of materials in accordance with the sampling frequencies

established by the special provisions, specifications, supplemental specifications, and the SCDOT Construction Manual 2004 edition, and the Standard Specifications, 2007 edition.. All COUNTY staff assigned to this task must possess a current SCDOT certification in Earthwork.

- d. Perform Inspection and Quality Assurance/Quality Acceptance Testing of all Hot Mix Asphalt (HMA) Activities as directed.
 - i. The COUNTY shall provide requested personnel and equipment to perform necessary QA inspection, sampling, and on-site testing of Hot Mix Asphalt construction on the Project. This may include placing Asphalt Base, Binder, Surface, and Friction Courses, and any other related activities. This task includes performing necessary QA inspection, testing, and sampling of Hot Mix Asphalt delivered to and placed on the Project. This includes performing rate calculations, checking mix and mat temperatures, monitoring the workmanship of the paving crew, directing any corrective action deemed necessary, taking roadway samples when needed, monitoring the compaction activities of the contractor, monitoring and performing compaction tests of asphalt, reviewing the traffic control operations associated with this activity, logging all samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and assisting in alternate testing of materials through the SCDOT Office of Materials and Research, and all other inspection duties as described in the SCDOT Construction Manual, 2004 edition, and the Standard Specifications, 2007 edition. The COUNTY shall monitor Contractor's compliance with the Contractor's approved QC plan for asphalt and shall provide sufficient staff to

monitor all these activities independently and conduct QA sampling and testing of materials in accordance with the sampling frequencies established by the special provisions, specifications, supplemental specifications, and the SCDOT Construction Manual 2004 edition, and the Standard Specifications, 2007 edition.. All COUNTY staff assigned to this task must possess a current SCDOT certification as HMA Roadway Technician.

e. Perform Quality Acceptance Inspection and Testing for all other construction activities associated with the Project(s) and not specifically mentioned above as directed.

i. The COUNTY shall provide requested personnel and equipment to perform necessary Quality Acceptance inspection, sampling, and on-site testing of incidental construction activities and items including, but not limited to installation of structural steel or pre-stressed girders, traffic signal installation, pavement markings, guardrail installation, seeding and erosion control measures, traffic control items, Mechanically Stabilized Earth Retaining Wall systems, welds, and clearing and grubbing. This may also include logging of samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and assisting in alternate testing of materials through the SCDOT Office of Materials and Research, and all other inspection duties as described in the SCDOT Construction Manual, 2004 edition, and the Standard Specifications, 2007 edition. The COUNTY may be requested to provide staff to monitor these activities independently and to sample and test materials in accordance with the sampling frequencies established by the special provisions, specifications, supplemental

specifications, and the SCDOT Construction Manual 2004 edition, and the Standard Specifications, 2007 edition..

- f. Maintain field notes and compile Site Manager Daily Work Reports (DWR).
 - i. The COUNTY shall maintain sufficient field notes and generate daily work reports within SiteManager, if requested, for all activities assigned to the COUNTY on a daily basis. These DWRs and field notes should be of sufficient detail to provide SCDOT the ability to reconstruct any or all activities of the project at a future date, if desired. Field notes should be prepared in conformance with the current editions of the SCDOT Construction Manual, Standard Drawings, and specifications.
- g. Perform other associated duties typically assigned to Project Inspectors as directed.
 - i. The COUNTY shall provide requested staff and equipment to complete general project duties not described elsewhere. These tasks may include delivering samples to the Office of Materials and Research, delivering or picking up revised plan sheets, project documents etc, from SCDOT Headquarters or District Office, performing routine but limited QA verification surveying, establish construction limits, proposed grades, etc. for property owners, utilities, etc., as-built surveys in compliance with current standards, and compilation of data and records necessary to produce final plans, satisfy the SCDOT Business Plan, facilitate requests from outside parties, or to support decisions made in the field. The COUNTY may be asked to meet with contractor's representatives, SCDOT personnel, local interested parties, etc. to provide information or assistance.
- h. Furnish all necessary equipment to facilitate Tasks a-g as directed.

- i. The COUNTY may be requested to furnish necessary equipment, including cell phones, laptop computers, vehicles, and specialized testing equipment to fulfill their testing, sampling, and inspection responsibilities. This equipment could include, but may not be limited to, nuclear density gauge and related supplies (proctor mold, moisture tester, etc.), concrete air meter(s), slump cones, infrared thermometer, paint thickness gauge, surveying equipment, and any other testing and sampling equipment as required by SCDOT.
- E. The COUNTY will be responsible for all costs associated with the CE&I personnel provided. The cost of the CE&I services will be credited towards the COUNTY's overall funding commitment to the project as more specifically set out below under Section III Funding of this Agreement.
- F. Remit full payment to the SCDOT within thirty (30) days of receipt of an executed Charge Memorandum as more specifically set out below under Section III Funding of this Agreement.
- G. To the extent permitted by existing South Carolina Law, the COUNTY hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the COUNTY's part, or the part of any employee or agent of the COUNTY in performance of the work undertaken under this Agreement.

III. Funding:

- A. The SCDOT estimates the total cost for the PROJECT to be Sixty Five Million Seven Hundred Sixty Five Thousand Six Hundred Dollars (\$65,765,600.00).
- B. The COUNTY will be responsible for Twenty Nine Million Eight Hundred Sixty Thousand Dollars (\$29,860,000.00) of the total cost of the PROJECT.

- C. The COUNTY will provide CE&I personnel as indicated in this Agreement at an estimated cost of Two Million Six Hundred Twenty Thousand Eight Hundred One Dollars (\$2,620,801.00) to the COUNTY.
- D. The COUNTY will provide Twenty Seven Million Two Hundred Thirty Nine Thousand One Hundred Ninety Nine Dollars (\$27,239,199.00) to the SCDOT for construction of the PROJECT.
- E. The SCDOT will invoice the COUNTY based on this Agreement and an executed Charge Memorandum Document (3025A) prepared by the SCDOT’s project manager. The SCDOT will invoice the COUNTY in three equal installments of Nine Million Seventy Nine Thousand Seven Hundred Thirty Three Dollars (\$9,079,733.00). The SCDOT will invoice each payment based on the following schedule:

Payment	Amount	Date
1	\$9,079,733.00	Prior to the award of the Project (anticipated January 4, 2016)
2	\$9,079,733.00	10 months after project award (anticipated October, 2016)
3	\$9,079,733.00	22 months after project award (anticipated October 2017)

- F. The SCDOT will be responsible for 100% of the cost of the PROJECT in excess of the (\$29,860,000.00) provided by the COUNTY.
- G. The Parties hereto agree that no part of the PROJECT will be authorized until all funding necessary for that part, portion or phase has been accounted for by the Parties hereto.

IV.

Unless expressly provided herein, all provisions of the Cooperative Intergovernmental Agreement of February 7, 2014, shall remain in full force and effect and the provisions of that Agreement shall govern this supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RICHLAND COUNTY

By: _____
Chairman, Richland County Council

Attest: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

By: _____
Secretary of Transportation

Attest: _____

RECOMMENDED BY:

By: _____
Deputy Secretary for Finance and Procurement
or Designee

By: _____
Deputy Secretary for Engineering or Designee

By : _____
Chief Procurement Officer or Designee

Exhibit A- Project Area

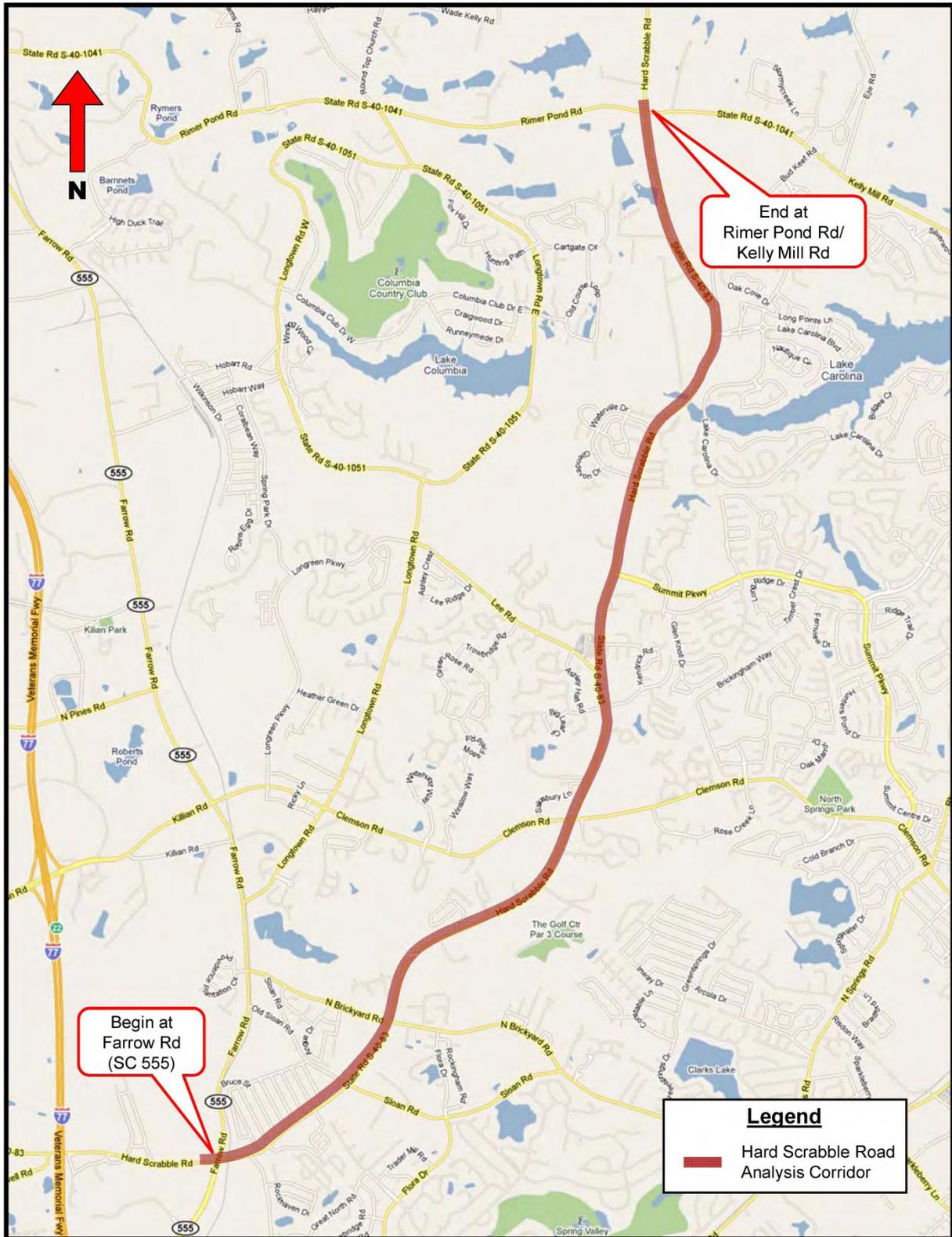
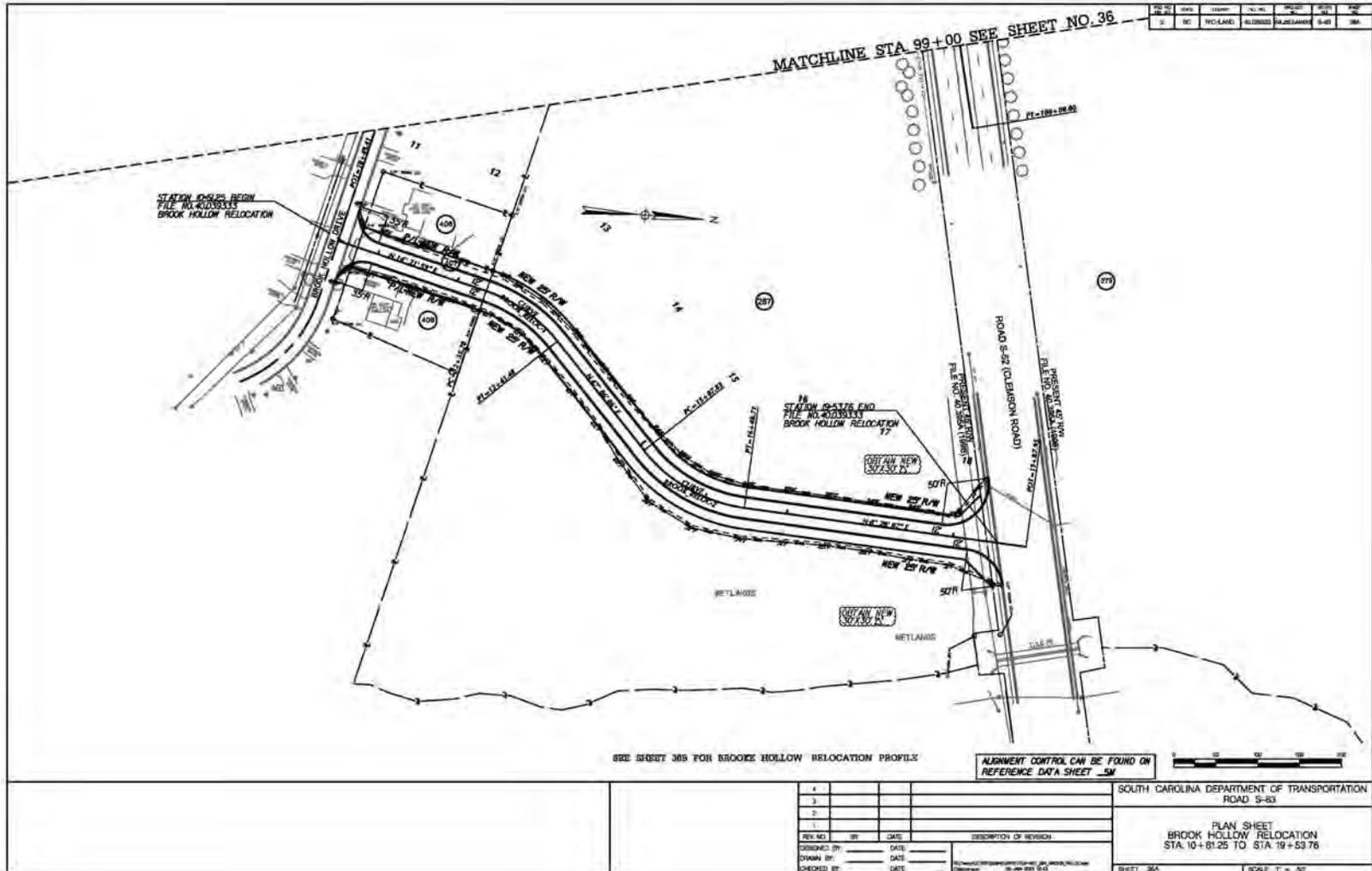


Exhibit B



PROJECT AGREEMENT

This Agreement entered into this ____ day of _____, 2015, by and between Richland County, South Carolina (the "County") and the City of Columbia, South Carolina (the "City").

WITNESSETH THAT:

WHEREAS, a one percent (1%) special sales and use tax (the "Penny Tax") was imposed by and throughout the County pursuant to a successful referendum held in the County on November 6, 2012. One of the projects identified to be completed with a portion of the proceeds of the Penny Tax is the "Lincoln Tunnel, " which is the Vista Greenway Phase II, extending from Taylor Street to Elmwood Avenue in the City as further described in Attachment A (the "Project"); and

WHEREAS, the County proposes to construct, reconstruct, alter, or improve certain segments of the Project by utilizing certain funds derived from the Penny Tax; and

WHEREAS, the City wishes to authorize the construction and improvements of the aforesaid Project in accordance with the plans prepared by the City (the "Project Plans") as illustrated in Attachment A; and within the budget (the "Project Budget") as shown on Attachment B;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the County and the City agree as follows:

1. The City hereby acknowledges that the Project Plans have been through the City's approval process including but not limited to zoning requirements, public input, etc. and no further action or approvals are needed. The City further acknowledges that the Project Budget is accurate and sufficient to complete the Project Plans.

2. The City hereby consents to the construction of or improvements to the aforesaid Project within its corporate limits in accordance with the Project Plans and within the Project Budget. The foregoing consent shall be the sole approval necessary from the City for the County to complete the Project under the Project Plans and within the Project Budget and also constitutes a waiver of any and all other requirements with regard to this construction and improvements within the City's limits. The foregoing waiver and consent shall also apply to utility companies and construction companies engaged in relocating utility lines or constructing the Project in accordance with the Project Plans and within the Project Budget.

3. The City shall exempt all existing rights-of-way, a new right-of-way, and all other properties purchased in connection with the right-of-way for the Project from any general or special assessment against real property for municipal services.

4. In connection with the Project, the City shall, at its expense and without delay, relocate any City-owned utilities as necessary. Those City-owned utilities may be re-placed upon the "Project right-of-way" at such locations as may be agreed upon by the County and the City. All privately-owned utilities including, but not limited, gas pipes, manholes, cables, fiber optics, and power lines or poles located within the existing right-of-way shall be relocated at the utility's expense. Payment for the relocation of privately-owned utilities will only be made if the private utility can demonstrate a prior right of occupancy. The City will cooperate and facilitate the relocation of all utilities. The County shall not be liable for damages to property or injuries to persons as a consequence of placing, maintaining, or removing any utility by the City or its contractors.

5. The County shall conduct the procurement process for all aspects of the Project which shall provide for a base bid and bid alternates. Decisions made by the County regarding this process will be at the sole discretion of the County.

6. The County will provide \$893,000 toward the cost of the Project from the Penny Tax as reflected in the Project Budget. The County does not guarantee completion of the Project within the Project Budget. If actual construction costs as reflected in the low bid is over budget, the County will work with the City to revise the Project Plans as necessary to bring the cost within the Project Budget. Until the Project Plans have been revised such that bid for the Project is within the Project Budget, a Notice of Proceed will not be issued.

7. If, during construction, circumstances arise or conditions are discovered which cause the Project Budget to be insufficient to complete the Project, the County shall not be responsible for obtaining and providing additional funding. In such case, the County will cooperate with the City in revising the Project Plans as necessary to complete the Project within the Project Budget. If the parties cannot agree on revisions to the Project Plans, the County may, in its sole discretion, approve revisions to the Project Plans as necessary to complete the Project within the Project Budget. In no event will the County provide any funds over and above the amount reflected in the Project Budget; however, the City may provide additional legally-available funds to be used as directed by the City.

8. The County may, in its sole discretion, authorize change orders that it deems necessary to complete the Project so long as such change order is within the scope of the Project and the Project Budget.

9. Upon completion of the Project, and inspection of the Project proving the new facilities are in accordance with plans and specifications, the City will accept the Project and all improvements associated therewith and shall permanently operate and maintain the Project as a public greenway within the City. The County has no obligation to operate or maintain the Project after its acceptance by the City.

10. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

11. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

12. This Agreement may be executed in several counterparts, all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

13. This Agreement represents the entire and integrated agreement between the County and the City and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Printed Name: Torrey Rush
Title: Chair, County Council

City of Columbia, South Carolina

By: _____
Printed Name: Stephen K. Benjamin
Title: Mayor

ATTACHMENT A

**Project Plans
For
Vista Greenway (a/k/a Lincoln Tunnel)
From
Taylor Street to Elmwood Avenue in the City of Columbia**

ATTACHMENT B

Project Budget



Richland County Pavement Management System

2015 Pavement Management System (PMS) Report

The 2015 Pavement Management System (PMS) report was prepared to:

- Develop a Pavement Management Plan consistent with the Richland Transportation Penny Resurfacing Program budget of \$40 million;
- Establish Scenarios for Maintenance, Reconstruction and Funding using applicable published unit rates and recommended scheduling rationales;
- Establish a System for Prioritizing resurfacing road groupings consistent with the annual funding allocation in an efficient manner.

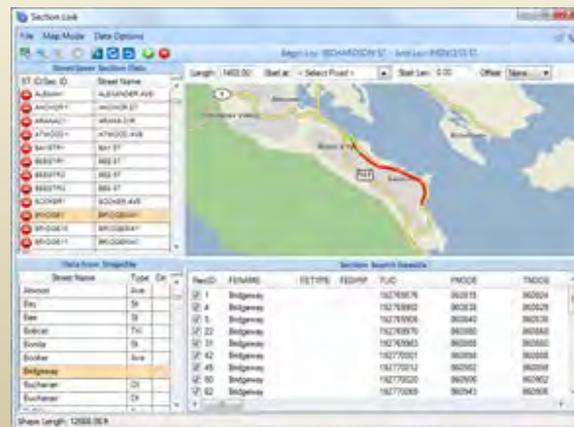
Steps to Develop PMS report

Primary Elements:

- Software System selection
- Collection of Data
- Data Migration
- Data Analysis
- Recommendation

StreetSaver® Software

- StreetSaver is in use by more than 260 State and local public works agencies throughout the United States.
- Categorizes all pavement distresses into seven (7) specific types.
- When evaluated in the field, a level of distress severity must be assigned to each distress type measured.
- In conformance with ASTM standard methods the PCI methodology requires assignment of three (3) severity levels (low, medium, and high).



Data Collection

- An ASTM compliant mobile distress rating (MDR) vehicle was used in combination with roadway profile measurements.
- This system employed an HD 360 degree camera system mounted on the top of a telescoping mast on the MDR 4085 vehicle.



Data Analysis

PCI Range Condition		Description
70 - 100	Very Good	Little or no distress, with exception of utility patches in good condition, or minor to moderate hairline cracks; typically lightly weathered.
50 – 70	Good/Fair	Light to moderate weathering, light load-related base failure, moderate linear cracking.
25 – 50	Poor	Moderate to severe weathering, moderate levels of base failure, moderate to heavy linear cracking.
0 – 25	Very Poor	Extensive weathering, moderate to heavy base failure, failed patches, to heavy linear cracking.

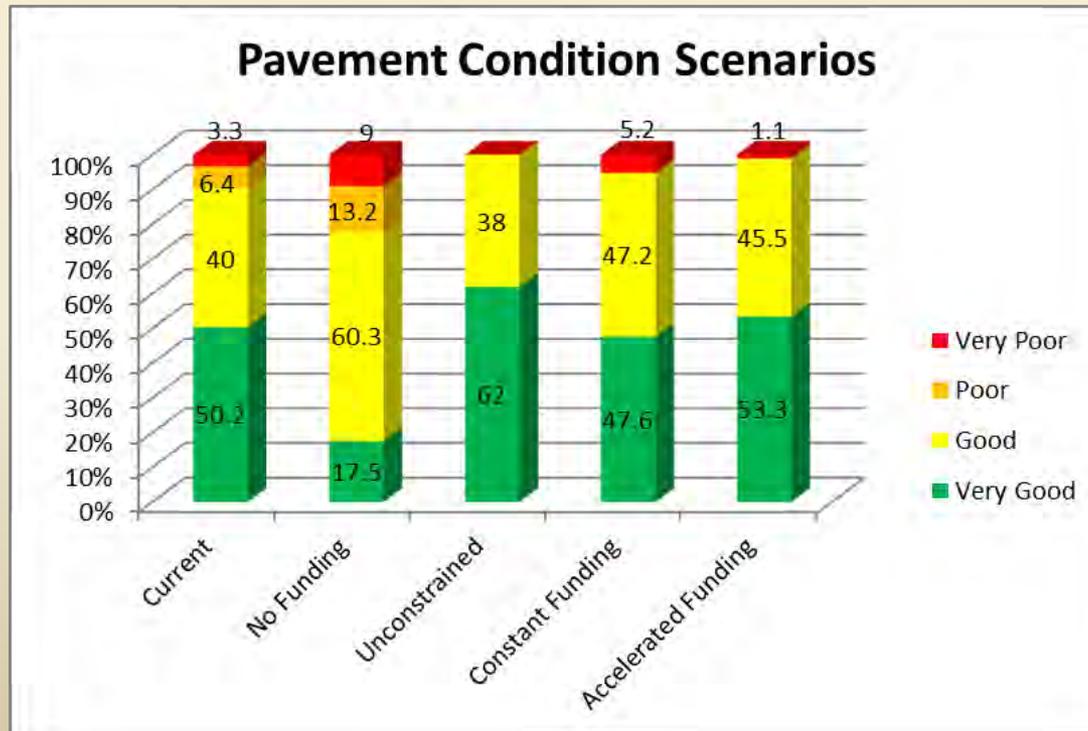
PCI = Pavement Condition Index



Data Analysis

2015 OCI = 76

Scenario	Total Funding	2023 OCI
A - No Funding	\$0	62
B - Unconstrained Funding	\$48.5M	79
C - Constant Funding	\$34M	73
D - Greatest Needs First	\$34M (w/ Accelerated in Y1 & Y2)	77



Resurfacing Recommendation

- Address the greatest needs first and accelerate construction funding for resurfacing in 2016 and 2017.

Year	Construction Budget	Miles addressed
2016	\$5.85M	16
2017	\$5.18M	21
Total	\$11.03M	37

Proposed 2016 - 2017 Resurfacing Candidates

Council District	Road Name	Beg Location	End Location	Length (ft)
7	Abberton Ct	Thornfield Rd.	Dead End	168
7	Addy Ct	Torwood Dr.	Dead End	158
9	Aiken Hunt Cir	Bakers Point Rd.	Dead End	5257
1	Ashbourne Rd	Flagsbury Rd.	Harleson Rd.	956
9	Avenel Ct	Woodlands Ridge Rd.	Dead End	142
2	Avocet Ct.	Heron Dr.	Dead End	578
9	Baldur Ct	Wotan Rd.	Dead End	538
7	Balfour Ct	Torwood Rd.	Dead End	376
7	Beckton Ct	Winslow Way	Dead End	328
1/2	Brafield Pl	Riverwalk Way	Dead End	1138
1	Brickling Rd	North Royal Tower Rd.	West Royal Tower Road	2462
9	Brookline Ct	Woddlands Ridge Rd	Dead End	138
10	Brookwood Dr	Bluff Rd.	Vine St.	2148
1	Bucktail Dr	Redington Way	Dead End	774
7	Business Park Blvd	Farrow Rd.	Logical Termini	1500
10	Camino Ct.	Avalon Dr.	Dead End	380
2	Cape Lookout Ct.	Columbia Ave	Dead End	418
7	Cedar Lake Rd	Mount Valley Rd,	Dead End	1036
11	Chanwood Ct	Dead End	Dead End	1350
11	Chanwood Dr	Garners Ferry Rd.	Chanwood Ct.	2374
11	Charles Towne Ct.	Leitner Rd.	Charles Towne Ct.	1920
7	Chasewood Ct	Torwood Dr.	Dead End	400
10	Chimneyridge Dr	Clemson Rd.	220 Chimney Ridge Dr	935
9	Chukker Hill Ct.	Cowdray Park	Dead End	124
1	Clay Ct.	Match Point Dr	Dead End	732
7	Clearwell Ct	Green Rose Rd.	Dead End	166
1	Cockspur Rd1	Chadford Rd.	London Pride Rd.	3195
2	Columbia Ave	Wandering Brook Rd.	Columbiana Dr.	1693
3	Commerce Dr NE	Fontaine Rd.	Dead End	1301
7	Corby Ct - 00593	Beckton Ct.	Dead End	141
1	Cotswold Ct.	Hayburg Dr.	Dead End	294
1	Cove Ct.	Wells Point	Dead End	441
1	Cove View Dr	A.J. Amick Rd.	Dead End	958
9	Cowdray Park	Oak Brook Dr.	Dead End	2605
9	Craigwood Dr	Runnymede Dr	Runnymede Dr	2267
7	Cranley Ct	Cranley Rd	Dead End	100
7	Cranley Rd	Thornfield Rd.	Dead End	1304
7	Creekfield Ct	Winslow Way	Dead End	265
2	Crown Point Ct.	Columbia Ave	Dead End	661
2	Darcy Ct	Brafield Pl.	Dead End	136
1	Denbeck Rd	Doncaster Rd.	Rushing Wind Dr.	1322
1	Deuce Ct.	Match Point Dr	Dead End	312
1	Doncaster Dr	Rushing Wind Dr.	Dead End	3375
9	Doral Ct	Woodlands Ridge Rd.	Dead End	137
7	Durham Creek Ct	Winslow Way	Dead End	730
2	Egret Ct	Heron Dr.	Dead End	363
7	Elton Ct	Green Rose Rd.	Dead End	150
7	Esther Cir	North Pines Rd.	Dead End	185
7	Fairfield Park Rd	Fairfield Rd.	Dead End	577
7	Fawnwood Ct.	Meadowcreek Dr.	Dead End	376

Proposed 2016 - 2017 Resurfacing Candidates

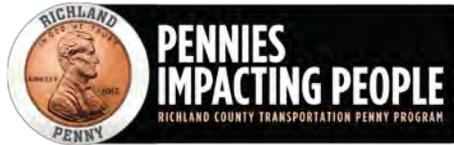
Council District	Road Name	Beg Location	End Location	Length (ft)
7	Finley Rd	Powell Rd.	Dead End	1085
9	Firestone Ct	Woodlands Ridge Rd.	Dead End	141
1	Flagbury Rd	North Royal Tower Rd.	Ashbourne Rd.	321
3	Fontaine Center Dr	Fontaine Rd.	Dead End	1644
1	Forty Love Pt	Indian Fork Rd.	Dead End	3005
9	Foxwood Knl	Fox Field Ln.	Dead End	382
9	Freya Ct	N. Donar Dr.	Dead End	125
1	Glen Ridge Ct.	Gleneagle Cir	Dead End	533
1	Gleneagle Cir (NE section)	Hollingshed Creek Blvd.	Brookstone Way	3321
1	Glenhawk Loop	Gleneagle Cir	Gleneagle Cir	1351
7	Golden Ct	Meadowlake Dr.	Dead End	191
7	Golden Oak Cir.	Meadowlake Dr.	Dead End	213
7	Green Rose Rd	Winslow Way	Stockport Rd.	4894
8	Green Springs Cir.	Green Springs Rd.	Dead End	216
8	Green Springs Ct	Green Springs Rd.	Dead End	1144
7	Grinders Mill Rd	Hard Scabble Rd.	Millstone Ct.	1335
7	Gristmill Ct	Grinders Mill Rd.	Dead End	443
9	Halling Ct	Halling Dr.	Dead End	197
9	Halling Dr	Valhalla Dr.	N. Donar Dr.	1802
7	Hamilton Dr	Hard Scabble Rd.	Dead End	1915
1	Hayburg Dr.	Wychwood Rd.	Andover Cir.	758
1	Headwater Cir	Cove View Dr.	Cove View Dr.	1400
2	Heron Ct.	Heron Dr.	Dead End	174
2	Heron Dr	Dubard Boyle Rd.	End of Pavement	3769
1	Hexham Cir	Charring Cross Rd.	Royal Tower Dr.	907
9	Hurlingham Dr.	Oak Brook Dr.	Oak Brook Dr.	870
7	Kelly Ct	North Pines Rd.	Dead End	298
9	Kenmure Ct	Woodlands Ridge Rd.	Dead End	135
7	Lancer Ct	Glenshire Dr.	Dead End	397
7	Lansing Cir	S. Highland Forest Dr.	S. Highland Forest Dr.	1477
7	Leaf Cir	Meadowlake Dr.	Dead End	241
11	Lee Hills Dr	Old Leesburg Rd.	Dead End	1356
7	Leila Ln	Springwood Lake Dr.	Dead End	550
7	Lincolnshire Blvd	Lincolnshire Pkwy.	Lincolnshire Square	322
7	Lincolnshire Ct.	Lincolnshire Blvd	Dead End	183
7	Lindevon Ln	Springwood Lake Dr.	Dead End	355
7	Locklier Rd	Fulmer Rd.	Dead End	1543
1	Lowescroft Cir.	Sweet Thorne Cir	Sweet Thorne Cir	786
1	Marway Ct.	Riverwalk Way	Dead End	115
1	Match Point Dr	Forty Love Point Rd.	Dead End	1669
7	Meadow Creek Dr	Fair Oaks Dr.	Dead End	1305
7	Meadowlake Dr	Bradbury Dr.	Oak Timber Cir.	3387
2	Merganser Ct.	Heron Dr.	Dead End	363
9	Midgard Ct	Wotan Rd.	Dead End	105
7	Millhouse Cir.	Millhouse Ct.	Dead End	250
7	Millhouse Ct	Dead End	Dead End	824
7	Millstone Ct	Dead End	Dead End	413
11	Millwood Ct	Millwood Dr.	Dead End	412
11	Millwood Dr	Congress Rd.	Dead End	3267
11	Montreat Ct	Pleasant Ridge Rd.	Dead End	310

Proposed 2016 - 2017 Resurfacing Candidates

Council District	Road Name	Beg Location	End Location	Length (ft)
7	Moss Field Ct	Moss Field Rd	Dead End	110
7	Moss Field Rd	Winslow Way	Winslow Way	1226
8	Mountain Laurel Ct	Lost Tree Dr.	Dead End	727
8	Mountain Laurel Ln.	Mountain Laurel Ct	Dead End	886
8	N Cross Ct	Hunt Club Rd.	Dead End	178
9	N Donar Ct	N. Donar Dr.	Dead End	264
7	N Highland Forest Dr	Wilmette Rd.	Carty Dr.	2036
9	North Crossing Ct.	N. Crossing Dr.	Dead End	310
9	North Crossing Dr.	Rhame Rd.	Tamara Way	764
9	N Donar Dr.	Sparkleberry Rd.	Vahalla Dr.	5111
7	Newworth Ct	Winslow Ct.	Dead End	401
10	Northbrown Ct.	Northbrown Rd.	Dead End	135
10	Northbrown Rd	Chimney Ridge Dr.	Centeridge Dr.	481
7	Northfield Ct	Thornfield Rd	Dead End	314
9	Oak Brook Ct	Oak Brook Dr.	Dead End	160
9	Oak Brook Dr.	Mallet Hill Rd. (West)	Dead End	3546
7	Oak Timber Cir	Meadowlake Dr.	Dead End	227
8	Oakleaf Rd	Ranch Road	New Joint	684
8	Oakleaf Rd - (Y section)	Greenbrier Dr.	Oakleaf Rd.	116
9	Odin Ct	Wotan Rd.	Dead End	256
7	Ola St	Hamilton Dr.	Briercliff Dr.	299
3	Ouida St	Nancy Ave.	Smithfield Rd.	547
9	Paddock Pl	Oak Brook Dr.	Dead End	151
7	Penelope Ln	North Pines Rd.	Dead End	720
2	Peregrine Ct	Heron Dr.	Dead End	402
1	Persimmon Wood Ct	Staffwood Dr.	Dead End	959
9	Pintail Ln.	Teal Way	Dead End	645
2	Pioneers Point Ct	Settlers Way	Dead End	419
2	Plover Ct.	Heron Dr.	Dead End	457
1	Pond Edge Ln	Willowood Pkwy	Willowood Pkwy	561
9	Pond Ridge Rd E	N. Springs Rd.	McNeely Rd.	1133
1	Racket Rd	Forty Love Point Rd.	Forty Love Point Rd.	1578
7	Ralph Ct	Dead End	Dead End	445
1/2	Riverwalk Way	Coleby Ct.	Marway CT.	867
3	Roxann Dr	Baxter Dr.	N. Lake Marion Cir	295
9	Runneymede Ct	Runneymede Dr	Dead End	152
9	Runneymede Dr	Columbia Club Dr.	Demaret Dr.	1966
2	Saddleback Ledge Ct.	Columbia Ave	Dead End	482
7	Saddletrail Rd.	Crane Church	Dead End	1654
7	Sagamare Rd	Green Rose Rd.	Dead End	1022
1	Saint Albans Ct	Saint Albans Rd.	Dead End	420
9	Sawgrass Ct	Woodlands Ridge Rd.	Dead End	135
1	Set Point Ct.	Racket Rd.	Dead End	194
2	Settlers Way	Columbiana Dr.	Dead End	508
1	Shell Cracker Ct	Headwater Cir.	Dead End	241
8	Sheridan Dr	Green Springs Rd.	Remington Rd.	1791
1	Shetford Rd	Doncaster Rd.	Dead End	1326
7	Silver Oak Cir	Meadowlake Dr.	Dead End	234
3	Smithfield Rd	Roof St.	Oakside Ln.	1153
2	Split Rock Ct.	Columbia Ave	Dead End	382

Proposed 2016 - 2017 Resurfacing Candidates

Council District	Road Name	Beg Location	End Location	Length (ft)
7	Springwoods Lake Dr	Barbara Dr.	Dead End	853
7	Springwoods Lake Pt	Springwood Lake Dr.	Dead End	1547
9	Spyglass Ct	Woodlands Ridge Rd.	Dead End	407
1	Staffwood Dr	Koon Rd.	Ultra Way	2868
7	Starnhope Ct	Green Rose Rd.	Dead End	732
1	Stanford Ridge Ct	Battery Rd.	Dead End	454
7	Stockport Rd	Winslow Way	Dead End	810
10	Surfwood Dr	Candlelite Dr.	Windy Dr.	1285
2	Swallow Ct.	Heron Dr.	Dead End	456
1	Sweet Thorne Cir	Sweet Thorne Rd.	Sweet Thorne Rd.	2613
1	Sweet Thorne Ct	Sweet Thorne Rd.	Dead End	520
8	Tea Rose Ct	Rosev Creek Ln.	Dead End	253
9	Teal Way	Rhame Rd.	Pintail Ln.	472
1	Tennis Ct.	Racket Rd.	Dead End	389
7	Thornfield Ct	Thornfield Rd	Dead End	111
7	Thornfield Rd	Cranley Rd	Cranley Rd	1876
9	Thornridge Rd	Pond Ridge Rd	Wind Ridge Rd.	286
7	Tillbury Dr	Torwood Dr.	Glenshire Rd.	540
1	Timber Knoll Dr	River Run Rd.	Hollingshed Rd.	2133
7	Tomafield Ct	Winslow Ct.	Dead End	184
9	Toms Chase Rd	Bridgecreek Dr.	Belle Grove Cir.	650
7	Torwood Dr	Meadowlake Dr.	Meadowbury Dr.	5603
7	Valley End Ct	Thornfield Ct.	Dead End	112
1	Wallbrook Ct	Sweet Thorne Rd.	Dead End	352
7	Watts Ln	North Pines Rd.	North Pines Rd.	1181
9	Wayland Ct	Halling Dr.	Dead End	248
1	Wells Point Dr	Cove View Dr.	Dead End	1030
7	Whiteoak Ridge Rd	Locklier Rd.	Dead End	1086
9	Wildewood Club Ct	Mallet Hill Rd.	Dead End	556
9	Willow Bend Ct.	Cowdray Park	Dead End	147
1	Willowood Pkwy	Three Dog Rd.	Willowood Pkwy	4294
7	Windward Ct	Green Rose Rd.	Dead End	95
7	Winslow Ct	Winslow Way	Dead End	795
7	Winslow Way	Whitfield Ct.	Dead End	5129
9	Woodlands Ridge Rd.	Vahalla Dr.	Woodlands Ridge Ln	1965
8	Woodshore Cir	Woodshore Dr.	Dead End	264
8	Woodshore Ct	Woodshore Dr.	Dead End	82
8	Woodshore Dr.	Sprmgwater Dr.	Woodshore Dr.	2187
1	Wychwood Rd	Maid Stone Rd.	W. Royal Tower Rd.	4399
			Total Miles=	35.9



SIDEWALK PROJECTS PUBLIC MEETING

Memo:

Date: June 26, 2015

To: Rob Perry, PE
Chris Gossett, PE

From: David Beaty, PE
Sonny Timmerman, PE

RE: Sidewalk Projects PDT Team Recommendations

Dear Mr. Perry,

The PDT Team conducted a public meeting regarding upcoming sidewalk projects and based upon the comments and observations we recommend the following:

Road Name	Total Tracts	Total Responses	Recommendations
Alpine	37	5	No Change (NC)
Clemson	181	2	NC
Columbiana	10	1	NC
Farmview	10	1	NC
Franklin	19	8	Extend from Sumter to Main. Place on South Side from Sumter to Main and North Side Main to Bull
Harrison	99	2	NC
Jefferson	12	5	Eliminate Marion to Sumter Block
Koon	38	3	NC
Magnolia	68	4	NC
Maple	6	3	NC
Mildred	9	3	NC
Percival	67	7	NC
Polo	10	3	NC
Prospect	21	7	Eliminate due to lack of connectivity and public opposition
S. Shandon	13	7	Eliminate due to heavy impact of mature trees
School House	36	6	NC
Senate	20	2	NC
Sunset	48	13	NC
Wildwood	12	7	NC
Wiley	15	1	NC
Windover	4	4	NC
Total		42	



We are available to discuss at your earliest convenience.



Memo:

Date: July 9, 2015

To: Rob Perry, PE
Chris Gossett, PE
From: Sonny Timmerman, PE

Subject: Bikeway Projects PDT Team Public Meeting Summary and Recommendations

A public meeting was held on June 15, 2015 to present the first group of proposed bikeways for implementation. The thirteen proposed bikeways presented at this public meeting were:

<u>Route</u>	<u>Termini</u>
Broad River Rd.	from Broad River Rd. to Greystone Blvd.
Catawba St.	from Sumter St. to Lincoln St.
Williams/Catawba/Tryon/Heyward/Lincoln	from Blossom to Lincoln at Catawba St.
Chester/Elmwood/Wayne	from Hampton St. to Park St.
Clement/Duke River Dr.	from Main Street to Monticello Rd.
College/Laurens/Oak St.	from Greene St. to Elmwood Ave.
Edgefield and Park St.	from Calhoun St. and River Dr.
Elmwood Ave.	from Wayne St. to Lincoln Tunnel lot
Ft. Jackson Blvd.	from Devine St. to Ewell Rd. (on Fort Jackson)
Greene St.	from Pickens St. to Saluda Ave.
Heyward, Marion, Superior St	from Whaley St. to Wiley St.
Saluda Ave.	from Greene St. to Wheat St.
Whaley St.	from Lincoln St. to Pickens St

Summary of Recommendations

Based on the comments and input received at the public meeting, it is recommended that we continue to proceed to implement all of the thirteen projects presented. The Bonham, Deveraux, Heathwood route, which received the majority of the comments, was not one of the potential projects presented for implementation at this time. However those comments will be considered as we develop any bikeways included in the referendum in the Heathwood vicinity.

A summary of the public meeting, attendance, and comments is attached to this memo. This summary was prepared by the Public Involvement Team from the PDT.



2015 Bikeway Projects Public Meeting Summary June 15, 2015

The Richland Penny Team presented the 2015 Bikeway Projects during a Public Meeting on Monday, June 15, 2015 from 6:30-8:00 p.m. at The Lourie Center 1650 Park Circle, Columbia. The meeting included a PowerPoint presentation to introduce the proposed sidewalk projects recommended for construction in 2015.

The meeting was advertised through yard signs, electronic flyers and media alerts. There were 75 yard signs placed along proposed project areas. Flyers were electronically distributed by email to neighborhood leaders, bicycle advocates/enthusiasts, cyclist groups and clubs. A media alert was distributed the week before and the week of the meeting. The State Newspaper ran an article announcing the meeting. WOLO and ColaDaily.com sent reporters and published stories on June 15th and June 18th.

Residents were greeted at the room entrance, checked in at a sign-in table and directed to have a seat for the presentation. An official welcome was provided by the Public Involvement Team and Sonny Timmerman lead the presentation with assistance from Anthony Lawrence. Following the presentation, residents were encouraged to talk one on one with engineers about specific questions or concerns. Exhibits were displayed to present the project maps. Residents received handouts with the project map, project overview and a comment card. Comment card boxes were placed in the room and attendees were encouraged to provide their comments by the deadline of June 25th.

Below is a summary of the written comments received.

Meeting Attendance: 51

Comments Left At Meeting: 11

Comments Mailed: 6

Comments E-Mailed: 9

Total Comments: 26

Bikeways Project of Interest	Total Comments
Alpine Road (S-63)	1
Broad River Rd. (US 176)	0
Catawba Ave. (City)	1
Catawba/Tryon/Whaley/Williams St. (City)	1
Chester St./Elmwood Ave./Wayne St. (City, S-1277, S-116)	0
Clement Rd./River Dr./Duke Rd. (US 176, S-126)	1
College St./Laurens St./Oak St./Taylor St. (City, S-530, SC 12)	0
Edgefield St./Park St. (S-159, S-99/City)	0
Elmwood Ave. (S-116)	0
Fort Jackson Boulevard	0
Greene St. (S-176/City)	2
Heyward St./Marion St./Superior St. (S-255/City/S-448)	1
Saluda Ave. (City)	0



Whaley St. (S-454)	1
Bonham Rd/Deveraux Rd/Heathwood Cir./Kilbourne Rd.	16
Calhoun St	0
Colonial Dr	0
Harden St	0
S. Main St	0
General	5
Other	1

Project Specific Comments

- **Alpine Road (S-63)**
 1. Plan seems good although sidewalk and bike path on both sides of the street seem a bit aggressive for such narrow streets.

- **Broad River Rd. (US 176)**
 1. Broad River Rd needs a bike lift on the big hill section! Neighbors around USC will object strongly to losing street parking -- good luck! Please make signs that are very hard to steal; most of the bike lane signs around USC are gone. Please make signs that explain SC state law about the distance vehicles need to stay away from bikes.

- **Catawba Ave. (City)**
 1. I support Project C - Catawba, Williams and M - Whaley Street and B - Catawba Bikewalk.

- **Catawba/Tryon/Whaley/Williams St. (City)**
 1. I support Project C - Catawba, Williams and M - Whaley Street and B - Catawba Bikewalk.

- **Chester St./Elmwood Ave./Wayne St. (City, S-1277, S-116)**
 - No project specific comments received.

- **Clement Rd./River Dr./Duke Rd. (US 176, S-126)**
 1. (River Drive) Will the bike route affect my on-street parking?

- **College St./Laurens St./Oak St./Taylor St. (City, S-530, SC 12)**
 - No project specific comments received.

- **Edgefield St./Park St. (S-159, S-99/City)**
 - No project specific comments received.

- **Elmwood Ave. (S-116)**
 - No project specific comments received.

- **Fort Jackson Boulevard**
 - No project specific comments received.

- **Greene St. (S-176/City)**



1. Are they crossing the railroad tracks on Greene St? Are mopeds allowed in bike lanes?
 2. The railroad overpass between Assembly and S. Main on Whaley St. leaves no room on the road for bikes or pedestrians. There is room for both a sidewalk and bike path in the right of way on either side of the road bed.
- **Heyward St./Marion St./Superior St. (S-255/City/S-448)**
 1. I support Bikeway on Heyward St in front of Olympia - Granby Mill student housing with elimination of on-street parking (Mill apartments have ample parking in lots - students choose not to use them and park on grass or at curb instead).
 - **Saluda Ave. (City)**
 - No project specific comments received.
 - **Whaley St. (S-454)**
 1. I support Project C - Catawba, Williams and M - Whaley Street and B - Catawba Bikewalk.

Other Potential Bikeway Projects

- **Bonham Rd/Deveraux Rd/Heathwood Cir./Kilbourne Rd.**
 1. I am opposed to Bikeway A Bonham Rd, Deveraux Rd, Heathwood Cir, Kilbourne Rd because it seems useless on such low capacity routes which don't see much thoroughfare. I have no opinion on other routes.
 2. Bikeway Project A: Bonham, etc. passes Brennen Elementary School. Part of the route on Deveraux is one-way on school days in morning and afternoon, so unusable. Also lots of drop-off, pick-up and bus traffic. Route at end of Deveraux is a Stop & Left turn. A roundabout would be much safer.
 3. I am a resident at 31 Heathwood Cir and oppose the proposed formal bike path on Heathwood Cir. The road is very narrow and built up on both sides with trees and formal landscaping. The road is often impassible with landscape trucks, garbage trucks and other service vehicles. Just trying to get by with a car coming in the opposite direction can be a challenge. There are many people who enjoy walking and pushing baby strollers around the circle. Children play in the streets and yards. An increase in outside traffic from a published "path" on Heathwood Circle would not only cause unneeded congestion, it could be dangerous to children, walking traffic and neighbors on the already crowded street. Please consider removing Heathwood Cir from the proposed bike path.
 4. I am a resident at 31 Heathwood Cir and oppose the proposed formal bike path on Heathwood Cir. The road is very narrow and has no sidewalks. At times, I have a difficult time pulling into my driveway due to work trucks on the street and yard debris in the road. I love walking down the road, pushing my stroller with my babies inside while my 5 year old son rides a bike next to me. When a car comes, it is difficult to get everyone over to the side with enough room for the car to pass by. I do not believe that our portion of the street would be an acceptable bike path both to the homeowners who would be effected or the bicycle enthusiasts. The bike riders would find it somewhat dangerous to avoid work trucks, common traffic, yard debris, children in strollers and bikes, and other general neighborhood walkers. The official bike path should be located on a broad street that is lined with sidewalks, giving everybody the safety to enjoy exercising in nature. My question to you: Why would you choose a narrow street that has no sidewalks to be a published bike path? Who considered this an option? Clearly, safety



and enjoyment for everyone was not a consideration. Just three blocks up is Adger Road. This is a broad street with sidewalks. This is a great option. I am also disappointed that there was a public hearing on the matter, but we were not informed. It makes me feel as though is being done secretly because the person(s) who have proposed the change know that it is not a favorable choice, so they must push it through under a cloak.

Disappointing. Please consider removing Heathwood Cir. from the proposed bike path.

5. Whoever suggested Heathwood circle as a bikeway never drove a car around the circle. There is a great deal of foot traffic as we are a mature neighborhood. The street is so narrow that cars cannot pass each other going in opposite directions if there is a trash pile or a car parked on the street. I walk the circle twice a day with my 25# dog as do many of my neighbors (there are also many joggers) and almost all cars will stop for me with another car approaching from the opposite direction. Usually with one car coming I will step to the side of the street or in a yard to protect my dog. I am not certain that I shall step out of the bike lane for a biker with a car coming so I am not certain who will yield but not likely the oncoming car. **PLEASE LOOK AT THE WIDTH OF THE STREET!**
6. Dear Richland Penny Organizers, I have recently learned that you are considering a Bikeway on our street which is Heathwood Circle in Columbia. As a homeowner on that street, I am very much opposed to the idea. Our neighborhood street is a narrow, walkable, and baby carriage street with cars moving slowly and cautiously to avoid hitting those on foot. Our home is on the corner of Heathwood Circle and Cassina and has 4 stop signs there to avoid cars going too fast. What concerns many of the neighbors is the fact that many bikes going too fast would be an accident waiting to happen. There must be many wider and less used streets that could make a better route for the bikers. I do appreciate your considering our very serious plea for "no" designated bike lanes on Heathwood Circle.
7. I live on 26 Heathwood Circle. We are **OPPOSED** to the bike path on Heathwood Circle for the following reason: 1. The road is too narrow for a path, 2 cars have trouble passing each other on Heathwood Circle. 2. The curve of the road makes it difficult to see oncoming traffic--if the bikers don't see the stop sign-- this could lead to an increase in the number of accidents. 3. The road has been patched, and is in terrible shape. Not ideal for biking. Columbia should have paths on roads that can provide safety for pedestrians, drivers, and bikers. Placing such a path on the route provided is dangerous to all involved.
8. After receiving information about the proposed bikeway going through Heathwood Circle, I'd like to submit these comments for consideration. My husband and I live at 27 Heathwood Circle and have four children. We are frequently outside playing, going for a walk, or riding bikes ourselves. Our street is pretty narrow as it is, and adding a bikeway would cause more congestion. There is frequently a trash truck, construction truck, yard maintenance truck, visitor car, etc. parked on the street turning it into a one lane road. You can imagine what a bikeway populated with bikers would do to the relative safety we enjoy on our short narrow street.
9. I am concerned about the bike path on Sweet Briar and Heathwood Circle. These are very narrow and would be unsafe for bikers, especially if bikers have time to go around cars parked on the street or people who may be walking down these streets. Please reconsider these plans and look at wider, less winding streets. Thank you for the opportunity to give my input.
10. I am a resident of 22 Heathwood Circle and feel very strongly that the proposed Bikeway for our neighborhood is ill advised. Though I hardly endorse exercise for health and



fitness, this is a very narrow street that has heavy pedestrian, baby stroller and vehicle travel. I feel like any simultaneous occupancy of the current users and increase bicycle traffic would subject all parties to injury. Thank you for your consideration.

11. Do not want a bike path through Heathwood - The roads are too narrow as is. Bikes are dangerous on the circle because no one can see them coming.
12. Sweetbriar Rd and Heathwood Circle, with elevated dirt and large trees on both sides of the road, are much too narrow to accommodate to a bike path. Often Heathwood Circle is completely blocked by large trucks doing yard work, collecting garbage, recycled items, etc. It is even difficult to manage 2 cars passing when going in opposite directions. Because of the trees and shade many people enjoy walking and pushing their baby carriages around the circle. Children also walk these roads to and from St. Joseph's Catholic Church school located on Devine St. In the past there was a bike path on Wheat St. to Kilbourne Rd. Please consider eliminating the small neighborhood from the current Penny Tax Bikeways Plan.
13. (Cassina Circle) 1. Already too much traffic on this road. 2. Narrow streets cannot handle more people. 3. Streets are now used as a cut through. 4. Do not need more cars, bicycles, or people walking in this area. Maintenance trucks, yard service, garbage, and trash trucks have difficulty passing now. This area is an accident area waiting to happen, speed limit needs to be lowered.
14. As a parent who often strolls a child around Heathwood Circle, I have concern that the road isn't wide enough to safely accommodate the cars, foot traffic and a designated bike path.
15. Very much in favor of designated bike paths but opposed to narrow streets like Heathwood Circle being disturbed with heavy bike traffic.
16. I strongly object to a bike route on Heathwood Circle and Sweetbriar Road for following reasons. Road is too narrow... 1 feet in front of my house with large oak tree roots pushing up pavement. My car, a RX 350 Lexus, is 7 feet across from one side near rear view mirror to the other. Only room for two cars on the narrow street. Often trucks are parked on the street (today there was a lawn service truck, Fed Ex truck, construction vehicles, and SUV's parked on the street. It would be dangerous to have bicyclist and cars going in opposite directions using the only free lane. The street is used extensively by pedestrians, jogger singly and in groups, people pushing baby stroller or walking dogs. There is no extra room for more bicycles! Signage (a picture of a bicycle painted on the road?) would be ugly and misleading. These few blocks are a pretty lane. To invite bicyclist to follow signs down this narrow street would be a huge inconvenience for home owners and a danger for bicyclist coming out from behind parked vehicles into incoming traffic and to view with pedestrians and dogs for space would be dangerous for all concerned. Please find another route or discontinue this plan altogether. I think this plan was not fully considered when the vote was taken. This plan sounds good for areas that are under construction and space has been planned for bicycles before the roads are built. It is not practical for safe or older roads that are narrow and only have limited space for cars. Heathwood Circle was paved about 60 years ago and has not been enlarged (nor should it be) since.

- **Calhoun St**
 - No project specific comments received.
- **Colonial Dr**



- No project specific comments received.
- **Harden St**
 - No project specific comments received.
- **S. Main St**
 - No project specific comments received.
- **General**
 1. 1. The lanes, trails, etc. need clean marking. The signs should be obvious to riders and drivers. There are many roads in downtown Columbia that have a horrible clutter of signs, odd sizes, faded, and covered by vegetation. For bike lanes/trails that are marked you should address this issue. It's messy and will minimize any proposed signage you are considering. 2. Any signage you use should look the same. If we are cycling in Metro Columbia, please avoid having "City" signage different from "County" signage vs. DOT signage. It should look similar regarding color, graphics, and dimensions.
 2. Class III bike routes are fine if -- and only if -- cars are driving slowly. Columbia drivers suck; they speed, run red lights, and do not yield to pedestrians. All bike routes should have speed bumps and other traffic control/ calming measures to slow down the traffic and to make drivers aware of bikes. The city needs to work to enforce speed limits. People speed with complete impunity in this city. Where are the cops and why do I never see anyone pulled over for all of the gross traffic violations I witness on a daily basis? You will be wasting taxpayer money if you just slap down some bike route symbols but do nothing to make the streets safer for cyclists. This includes not only speed bumps but protected left turns, dedicated pedestrian crossings and complete sidewalks.
 3. When neighborhood associations want to provide input or support bikeway development associated with the list, would it be possible to connect with County officials who can answer questions?
 4. For informational purposes, it would be an idea to mark on map existing bike paths, riverwalk, greenway, etc. so people can see the connectivity.
 5. Pity most of the projects are bike routes where cars are supposed to share the road with cyclists. Columbia drivers are not used to cyclists. It would be much safer for cyclists to have dedicated bike lanes. Did the people who wrote the recommendations back in 2006-2008 know about the difference? Were they cyclists? Please, we need more bike lanes!

Other

1. Hi, I wanted to register my comment that the bike path on Prospect Street is not needed and will obstruct traffic. The road there is narrow. I vote to please remove it from consideration. Thank you for your consideration. All the best.

e. County Transportation Improvement Program (CTIP) revision and review by TPAC

Discussion Point:

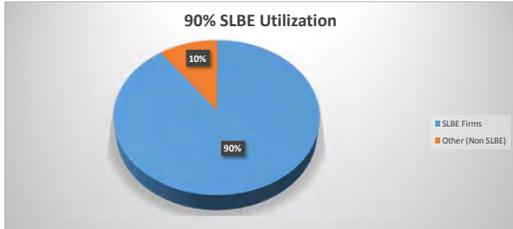
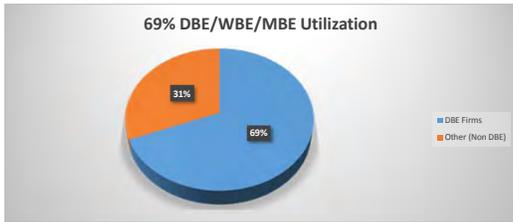
The CTIP is intended to be updated yearly with authorizations projected out one year at a time. With that in mind, staff would like to present the draft, updated CTIP to include programming for calendar year 2020 to Council this fall. We also recommend routing this through TPAC for comment, and would like for this comment period to take place in August to insure adequate time for CTIP review and approval by Council prior to 2016.

Committee Recommendation:

The Committee recommended not providing the draft CTIP for review to the TPAC due to the fact it was not a part of their rules and procedures established by Council. The Committee did recommend for staff to provide the CTIP to TPAC following its approval by Council.

Pineview Road									
Task	Total	Civil Engineering Consulting Services	PJ Noble and Associates	Chao and Associates	Cox and Dinkins	Parrish and Partners	Delon Hampton and Associates	SM&E Consultants	Kimley-Horn and Associates
1	\$ 155,286.20	\$ 155,286.20							
2	\$ 101,136.02	\$ 54,636.41	\$ 46,499.61						
3	\$ 43,629.05								\$ 43,629.05
4	\$ 214,223.25				\$ 214,223.25				
5	\$ 453,589.56	\$ 453,589.56							
6	\$ 33,363.72						\$ 33,363.72		
7	\$ 44,022.16	\$ 44,022.16							
8	\$ 35,514.96		\$ 1,704.71			\$ 33,810.25			
9	\$ 170,216.60			\$ 101,662.56		\$ 68,554.04			
10	\$ 37,896.92					\$ 37,896.92			
11	\$ 136,202.12							\$ 136,202.12	
12	\$ 70,701.98			\$ 70,701.98					
13	\$ 197,871.40	\$ 148,189.56				\$ 49,681.84			
14	\$ 301,416.00	\$ 234,619.00			\$ 66,797.00				
15	\$ 7,235.62	\$ 7,235.62							
16	\$ 93,241.90	\$ 93,241.90							
17	\$ 85,199.24	\$ 85,199.24							
Total	\$ 2,180,746.70	\$ 1,276,019.65	\$ 48,204.32	\$ 172,364.54	\$ 281,020.25	\$189,943.05	\$ 33,363.72	\$ 136,202.12	\$ 43,629.05
Total %	100%	58.5%	2.2%	7.9%	12.9%	8.7%	1.5%	6.2%	2.0%

DBE Certified	Yes	Yes	Yes	No	No	No	No	No	No
SLBE Certified	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No



DBE Firms	69
Other (Non DBE)	31
SLBE Firms	90
Other (Non SLBE)	10

Service Order
For
On Call Engineering Services Agreement

SERVICE ORDER NO. CECS #1

Date: July 22, 2015

This Service Order No. CECS #1 is issued by Richland County, South Carolina (the “County”), to Civil Engineering Consulting Services, 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: July 22, 2015
2. Completion Date: *See Exhibit A – Scope of Services - Schedule*

D. Key personnel assigned by Consultant to this Service Scope of Work:

1. Paul Raad, PE, CECS (Principal-in-Charge)
2. Brian Nickerson, PE, CECS (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. 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

IV. Consultant’s Compensation.

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

<i>Lump Sum -</i>	<i>\$1,811,368.70</i>
<i>Approved Direct Expenses -</i>	<i><u>\$369,378.00</u></i>
	<i>\$2,180,746.70</i>

*Contingency – Not to Exceed \$181,136.00**

**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.

V. Additional Exhibits.

The following exhibits and/or attachments are incorporated herein by reference thereto:

Exhibit A – Scope of Services

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 July 22, 2015.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____ (L.S.)

Its: _____

Date: _____

CONSULTANT:

CIVIL ENGINEERING CONSULTING SERVICES, INC.

WITNESS:

By: _____ (L.S.)

Its: _____

Date: _____

COLUMBIA 1196293v1

EXHIBIT A: SCOPE OF SERVICES

ATTACHMENT "A"

SCOPE OF SERVICES AND SCHEDULE

Introduction

CECS, Inc. (CONSULTANT) has been authorized by Richland County (COUNTY) to provide engineering services for the widening of Pineview Road (S-1248 and SC 768) 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/US 378) with bicycle and pedestrian accommodations.

Pineview Road at its intersection with Shop Road (SC 768) will be widened to the ultimate section as part of the Shop Road Extension Phase 1 project. The widening of Pineview Road will tie into these proposed improvements.

Project Location - The project is located in Richland County with portions of the Pineview Road Widening being located in the City of Columbia.

Existing Conditions – Pineview Road is an existing 2-lane roadway that runs for 1.5 miles from Bluff Road to the Southern RR where it transitions to a 3-lane roadway and runs for 0.7 miles to the Seaboard Coastline RR where it then transitions back to a 2-lane roadway and runs 0.7 miles to Garners Ferry Road. Along the 2.9 mile length of Pineview Road, turn lanes have been added at the intersections with Shop Road, Burnside Farm, and Garners Ferry Road. The entire length of Pineview Road is a shoulder section roadway with 10ft wide shoulders. There is also an existing 90ft long by 44ft wide (two 12ft lanes and two 10ft shoulders with Jersey barrier on each side) flat slab bridge located 150ft southwest of the Southern RR which was constructed in 1979. Review of this bridge's inspection report from February 2014 shows that it is in good condition with a Sufficiency Rating of 95.8.

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.

- A 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 with exclusive left turn lanes at certain locations. Assume a 15ft wide median along Pineview Road.
- The addition of bicycle and pedestrian accommodations along the length of the roadways through the addition of 4ft bike lanes and 5ft 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 triple reinforced concrete box culverts near Shop Road and double reinforced concrete box culverts near the railroad.

- The widening of the bridge, just south of the railroad.
- Retaining walls to reduce the 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 – Bridge Design and Plans
- Task 14 – Subsurface Utilities Engineering (SUE)
- Task 15 – Utility Coordination Assistance
- Task 16 – Railroad Coordination
- Task 17 – 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), FHWA, 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 a 30 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 a 30 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 36 project meetings (2 each month for the first 6 months, 1 per month for the following 24 months) and 2 review coordination meetings with the SCDOT and County. The CONSULTANT will be in attendance at these meetings and will prepare all necessary agendas, meeting minutes, and display materials.

Task 2

ENVIRONMENTAL SERVICES/PERMITTING

The COUNTY will be responsible for the preparation of the Environmental Assessment (EA), associated Cultural Resources Study and Threatened & Endangered Species Study, and 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, electronic files, applications and drawings as necessary for completion of the EA and acquisition of the required permits.

Within two weeks of the date that the COUNTY provides a Notice to Proceed 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 (Attachment B). 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 SCDOT 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 SCDOT, 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 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; 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 COUNTY 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 Pineview Road within the corridor:

1. Pineview Road at Shop Road
2. Pineview 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 either Tuesday, Wednesday or Thursday at the signalized intersections indicated above and the following unsignalized intersections:

1. Pineview Road and Bluff Road
2. Pineview Road and American Italian Way

The CONSULTANT will conduct 24 hour bi-directional counts during the mid-week at the following locations:

1. Pineview Road between Bluff Road and Shop Road
2. Pineview Road between Shop Road and Garners Ferry Road

All counts will be conducted while the local public schools are in session.

The CONSTULANT 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 intersections of Pineview Road/Bluff Road and Pineview Road/American Italian Way.

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, supplemental 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 Pineview 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 property map using the combination of property corners found in the field and plats and deeds obtained from GIS property data or courthouse research.

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 ft. upstream and downstream at 50 ft. 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 ft. 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 Pineview 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 and present right-of-way for 20% of the total parcels (assume 10 parcels) to be improved. Right-of-way staking will consist of placing 36” stakes (or paint in paved areas) at all proposed right-of-way breaks, sight triangles and spaced at 100 ft. intervals in tangents and 50 ft. intervals in curves. These stakes shall be placed after Final Right-of-Way Plans have been developed and the Right-of-Way Manager would contact the CONSULTANT when a property owner requests the right-of-way to be staked.

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 and documented 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.

It is assumed that as a requirement of the Environmental Document, three alternatives, Left, Center, and Right will be studied in order to determine their environmental impacts, roadway design feasibility, and cost.

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 Meeting. The CONSULTANT will also use its roadway staff to develop the displays to be used at the Public Information Meeting.

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 Plan 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 sideroads 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-ROM 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 prepare the moving items list. The R/W Team will verify the list and address any required revisions to list. The CONSULTANT will incorporate the revisions into the final moving items list.

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" x36".

CONSULTANT will provide one full size and two half size sets at each review stage along with one electronic set.

For this task and all other tasks contained in this scope, the CONSULTANT will utilize the DEPARTMENT's 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 PLANS

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"=50' 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 two 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, USACE, 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 Pineview 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 roadway owner.

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 HYDRAIN 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 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 Pineview Road may impact FEMA defined Special Flood Hazard Areas associated with Reeder Point Branch and Reeder Point Branch Tributary. 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, SCDOT, SCDNR, and Federal Emergency Management Agency (FEMA) regulations.

The existing hydraulic structure under Pineview Road along Reeder Point Branch Tributary just north of Shop Road is a triple barrel box culvert. The existing hydraulic structures under Pineview Road along Reeder Point Branch north of the railroad is a double barrel box culvert. 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 and 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 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 required 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 Pineview 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 bridge, roadway, retaining walls, and culverts. The CONSULTANT shall gather samples, conduct tests, and analyze necessary soil and foundation data for the bridge, roadway embankment, retaining walls, culvert, and pavement design. 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.

All preliminary boring locations should be located along the proposed alignment of the roadway, retaining walls, bridge 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

Bridge Widening on Pineview Road – Subsurface Investigation

It is assumed that the existing bridge will be widened. The bridge borings will consist of standard penetration testing on 2-foot intervals in the upper 10 feet and on 5-foot intervals thereafter.

End Bents: Subsurface investigation will include a total of one (1) test boring for each end bent of the proposed bridge. This will consist of two (2) Soil Test Borings (STB) for both end bents to a depth of 75 feet below the existing ground surface or practical refusal. A minimum of 10 feet of rock coring is required at practical refusal if encountered before 30 feet. Also, a total of two (2) Cone Penetration Test (CPT) and/or dilatometer (DMT) sounding will be performed at the proposed bridge approaches to evaluate potential settlement issues.

MASW: One (1) Multi-Channel Analysis of Surface Wave (MASW) test will be performed, adjacent to the proposed bridge to a minimum depth of 100 feet.

Site Specific Response Analysis: This is not included in this scope of services.

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.
- One (1) preliminary soil test borings will be located every 500 feet within the DEPARTMENT's right-of-way, or a total of 32 borings in all.
- Roadway soil test borings will be performed to a depth as specified in the SCDOT Geotechnical Design Manual.
- Bulk samples will be obtained for laboratory testing to be used as part of roadway embankment analysis as well as for the pavement design.
- Four (4) undisturbed samples will be obtained in areas of soft cohesive soils where settlements and/or shear strength testing may be warranted.
- Four (4) borings will be taken for the proposed culvert extensions.
- Roadway retaining wall borings will be performed along each of the proposed retaining walls. At this time, it is anticipated that there will be retaining walls measuring a total of approximately 100' in length. For the preliminary investigation, it is estimated that four (4) borings are needed for these proposed retaining walls.
- No pavement coring or FWD analysis is included in this scope of services. The COUNTY will be performing these scope items.

- The scope regarding installation of new underground utility piping for the project is currently not known. Therefore, there are no borings for underground utility piping included in the proposed geotechnical scope of services at this time.

Other Field Testing Items

- Traffic control shall be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that 4 days of traffic control for the preliminary investigation will be necessary.
- At the completion of field work, all test locations shall be surveyed for latitude and longitude, elevation and station.

Field Engineering – 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 engineering/rig geologist 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.

Soil test boring and CPT soundings will be laid out in the field using hand held GPS equipment. Surveying of boring locations and levelling survey to determine boring elevations will be performed by others.

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 bridge and roadways is to include, as estimation, the following:

- Thirty (30) Natural Moisture Content tests
- Thirty (30) Grain Size Distribution with wash No. 200 Sieve
- Four (4) Grain Size Distribution with Hydrometer
- Thirty (30) Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- Three (3) Standard Proctor
- Three (3) California Bearing Ratio
- Two (2) Organic Loss Tests
- One (1) Consolidation test
- One (1) Unconsolidated, undrained Triaxial shear strength tests
- One (1) Consolidated, undrained Triaxial shear strength tests
- Two (2) Unconfined Compression Testing of rock if encountered

- Two (2) Corrosion Series Tests

Geotechnical Data Report – Field and laboratory data will be incorporated into a single Geotechnical Data Report which will be prepared in accordance with Section 21 of the GDM. The Geotechnical Data Report will include soil test boring, CPT and Marchetti dilatometer data, results of surface wave geophysical testing, and tabulation of boring locations by state plane coordinate and elevations.

Preliminary Bridge and Roadway Geotechnical Engineering Report – The Preliminary Bridge 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 Bridge Plans.

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.

Final boring locations shall be determined by the CONSULTANT. The CONSULTANT shall provide copies of the proposed final subsurface exploration plans to the DEPARTMENT 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

Bridge Widening on Pineview Road – Subsurface Investigation

It is assumed that the existing bridge will be widened. The bridge borings will consist of standard penetration testing on 2-foot intervals in the upper 10 feet and on 5-foot intervals thereafter.

End Bents: Subsurface investigation will include a total of one (1) test boring for each end bent of the proposed bridge. This will consist of two (2) Soil Test Borings (STB) for both end bents to a depth of 75 feet below the existing ground surface or practical refusal. A minimum of ten feet of rock coring is required at practical refusal if encountered before 30 feet.

Interior Bent: Subsurface investigation will include a total of two (2) test borings for the interior bent. All STB's will extend to 75 feet below existing ground surface or practical refusal. A minimum of ten feet of rock coring is required at practical refusal if encountered before 30 feet. Based on the need for traffic control at the interior bents, we are proposing to drill both borings during the final investigation.

Roadway, Culvert and Roadway Retaining Walls – Subsurface Investigation

- A total of fifteen (15) final roadway soil test borings will be located every 300 feet in cuts and every 500 feet in embankments in accordance with the SCDOT GDM. These locations will be coordinated with the preliminary roadway borings.
- Roadway soil test borings will be performed to a depth as specified in the SCDOT Geotechnical Design Manual.
- Four (4) 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 along each of the proposed retaining walls. At this time, it is anticipated that there will be retaining walls measuring a total of 50' in length. For the final investigation, it is estimated that an additional two (2) borings are needed for these proposed retaining walls during the final investigation.
- The scope regarding installation of new underground utility piping for the project is currently not known. Therefore, there are no borings for underground utility piping included in the proposed geotechnical scope of services at this time.

Other Field Testing Items

- Traffic control shall be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that four days of traffic control for the final investigation will be necessary.
- At the completion of field work, all test locations shall be surveyed for latitude and longitude, elevation and station.

Field Engineering – 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 engineering/rig geologist 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.

Soil test boring and CPT soundings will be laid out in the field using hand held GPS equipment. Surveying of boring locations and levelling survey to determine boring elevations will be performed by others.

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 bridge and roadway is to include, as estimation, the following:

- Twenty (20) Natural Moisture Content tests
- Twenty (20) Grain Size Distribution with wash No. 200 Sieve
- Two (2) Grain Size Distribution with Hydrometer
- Twenty (20) Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- Two (2) Organic Loss Tests
- One (1) Consolidation test
- Two (2) Unconfined Compression Testing of rock if encountered
- Two (2) Corrosion Series Tests

Geotechnical Data Report – the Geotechnical Data Report prepared at the end of the preliminary field and laboratory testing will be updated to include additional field and laboratory testing performed during the final phase investigation and reissued as a new document.

Final Bridge and Roadway Geotechnical Engineering Report – The Final Bridge 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 Bridge Plans.

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.

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 Pineview Road. There will be no aesthetic requirements

for the retaining walls or culvert extensions. 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 400 linear feet of cast-in-place wall, at up to 5 (5) separate walls from 2-10' 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 triple barrel and a double barrel reinforced concrete box culvert (RCBC) carrying drainage under Pineview Road. Both structures must be evaluated to determine if they are suitable for extension or if 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

BRIDGE DESIGN AND PLANS

This task includes design and plan development criteria for the Pineview Road Bridge widening. The existing bridge is a three-span flat-slab structure. There will be no aesthetic requirements for the bridge. For fee purposes, it is assumed that construction of the bridge will be staged.

Bridge Design Criteria – Bridge design criteria will be in accordance with the DEPARTMENT's *Bridge Design Manual*, 2006; *Road Design Plan Preparation Guide* and

Highway Design Manual, Standard Drawings for Road Construction, *Standard Specifications for Highway Construction*, 2007; the DEPARTMENT's Bridge Design Memoranda, and all applicable American Association of State Highway and Transportation Officials (AASHTO) publications.

The following design and construction specifications will be used in the design and preparation of preliminary bridge plans:

- The 2006 edition of the DEPARTMENT's *Bridge Design Manual*.
- 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.
- The DEPARTMENT's *Seismic Design Specifications for Highway Bridges*, v. 2, 2008.
- Supplemental and Technical Supplemental Specifications as already prepared by the DEPARTMENT for bridge design and/or construction.
- Bridge design memoranda issued by the DEPARTMENT dated April 2006 or later.
- The latest edition of the ANSI/AASHTO/AWS D1.5-2002 *Bridge Welding Code*, with additions and revisions as stated in the special provisions.
- DEPARTMENT's *Highway Design Manual*.
- DEPARTMENT's *Road Design Plan Preparation Guide*.
- AASHTO "Guide Specifications" as may be applicable to the project.

The proposed bridge is assumed to have an Operational Classification = II and is in Seismic Design Category "B."

Conceptual Bridge Plans – Prior to development of preliminary plans, the CONSULTANT will evaluate alternate widening layouts based on the parameters of the project and submit a drawing showing the preferred layout and any alternates considered. Concurrence from the DEPARTMENT on the preferred alternate is necessary prior to development of preliminary plans. Preliminary design for bridge components will be performed to the extent necessary for verification of structure type, determination of approximate component sizes and feasibility of recommended foundations. A construction staging plan will be included if applicable.

Preliminary Bridge Plans – In developing preliminary plans, the CONSULTANT will conform to the proposed roadway alignment, profile, and previously approved bridge alternate. The preliminary plans will be prepared in sufficient detail and in the appropriate format to clearly illustrate significant design features, dimensions and clearances.

Preliminary plans for the bridge will be developed consisting of:

- General drawing showing a plan and elevation view, including existing conditions, proposed geometry, clearances, span arrangement, bridge width, superstructure and substructure type, retaining wall usage (if required) and subsurface investigation information;
- Typical section including bridge width, railing type, superstructure type;
- Elevation showing typical substructure;
- Details and notes necessary to indicate context sensitive features proposed.

Upon completion of preliminary plans, the CONSULTANT will submit two (2) sets of half-size bridge plans and a CD with half-size PDF's of the bridge plans to the COUNTY for review. After review, the COUNTY will return one (1) set marked with changes and/or a letter summarizing their comments.

95% Bridge Plans – The CONSULTANT will develop final design and plans based on approved preliminary plans. The design specifications as noted in the Bridge Design Criteria section of this scope shall be followed by the CONSULTANT in the final design of bridge components. Upon completion of 95% plans, the CONSULTANT will submit two (2) sets of half-size bridge plans and a CD with half-size PDF's of the bridge plans to the COUNTY for review. After review, the COUNTY will return one (1) set marked with changes and/or a letter summarizing their comments.

No alternate designs for bid will be included in final plans.

Bridge Construction Plans and Final Quantities - The CONSULTANT will prepare detailed construction plans for the proposed new bridge structure in accordance with the approved 95% plans. The construction specifications as noted in the Bridge Design Criteria section of this scope shall be followed by the CONSULTANT in preparation of construction plans.

Construction plans shall be prepared in conformity with current practices of the DEPARTMENT with regard to method of presentation, scales, and special drawings. Standard drawings of the DEPARTMENT shall be made use of, to the extent feasible, and shall be furnished by the DEPARTMENT to be modified by the CONSULTANT to fit the particular needs of the project.

Detailed estimates of quantities shall be prepared by the CONSULTANT in conformity with current practices of the DEPARTMENT with regard to billing of pay items, special payment notes, and summaries thereof.

Construction drawings prepared by the CONSULTANT shall be on bond plots to the size and standard markings utilized by the DEPARTMENT, with the CONSULTANT's name and address added above the DEPARTMENT's title block on all plan sheets. Scale of drawings and lettering size shall be such as to provide clear and legible reproductions when reduced to half size. The construction plans shall bear the CONSULTANT's seal and signature of a professional engineer registered in the State of South Carolina on each sheet that is not included for information only.

Upon completion of the final plans, the CONSULTANT shall submit to the COUNTY two (2) sets of half-size bond plots and one (1) set of full-size bond plots of the bridge, signed and sealed, for advertisement and construction along with a CD containing full-size and half-size PDF's of the final bridge plans.

Special Provisions and Engineer's Opinion of Probable Construction Cost - The CONSULTANT shall prepare detailed specifications and special provisions concerning items of construction and special treatments during construction not covered by the DEPARTMENT's standard Supplemental Specifications or standard bridge special provisions. An Engineer's Opinion of Probable Construction Cost will be developed for the bridge based on the final quantities tabulated and estimated unit costs. An Engineer's construction time estimate will also be included.

Task 14

SUBSURFACE UTILITIES ENGINEERING (SUE)

Within 45 days of Notice to Proceed for the contract, the CONSULTANT will provide 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 137,580 LF of underground utilities along Pineview Road.
2. Provide all equipment, personnel and supplies necessary for the completion of Quality Level C information for approximately 10,000 LF of underground utilities along Pineview Road.
3. Provide all equipment, personnel, and supplies necessary for the accurate recording of information for approximately 31,700 LF of aerial utilities along Pineview Road.
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 EA Test Holes along Pineview Road.
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 level B designation for 750 feet along each direction of Pineview Road at major intersections (Bluff Road and Garners Ferry Road), 500 feet along each direction of each of these intersecting roads, 500 feet along Pineview Road at railroad crossings and culvert, 12 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 15

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 16

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 17

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 10 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 and bridge components only.

Geotechnical Design and Construction Services – The CONSULTANT shall also provide geotechnical construction engineering services which shall include the following bridge related items:

- Written evaluation of contractor’s pile installation plan.
- Written evaluation of contractor’s submitted hammer using Wave Equation.
- Observation of pile driving during PDA testing and/or during installation of the first piles.
- Written evaluation of PDA results. The PDA testing will be performed by others.
- Pile Driving Criteria and bearing charts for use by inspectors in the field.
- Written recommendations of final pile order lengths.
- General pile driving troubleshooting.
- 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 40 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
- The CONSULTANT shall not be the “responsible engineer” referenced IN 2009-04 who evaluates the structural condition and performs the preliminary inspection of existing pipes and culverts to determine if they can be retained. The DEPARTMENT shall determine if existing pipes and culverts are to be retained due to structural conditions. The CONSULTANT will indicate the retention/extension of all existing pipes/culverts which meet the hydraulic requirements unless otherwise directed by the DEPARTMENT.
- Site-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 and bridge plans.
- Base mapping for Pineview 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.
- Copies of accident data along the project corridor.
- Eminent Domain advertisement notice.
- Final Moving, demolition and reset items list.
- 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 and bridge 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 minutes
- Impact Assessment Form – 4 each
- Approved Jurisdictional Determinations – 4 each
- Approved USACE General Permits for each roadway – 2 each
- Attendance at two (2) public meetings
- PDF versions of the public information meeting displays and handouts
- Preliminary and final traffic study - 4 each
- Recommendation for extent of SUE services – 45 days from NTP
- Full size color plots of U-sheets along with Microstation/PDF electronic files
- Preliminary roadway plans -2 half-size hard copies and CD of PDF's (half-size and full size)
- Preliminary Plans stage construction cost estimates
- Preliminary right-of-way plans - 2 half-size hard copies and CD of PDF's (half-size and full size)
- Final right-of-way plans, 1 full-size and 2 half-size copies and CD of PDF's (half-size and full size) with 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 Pineview Road over Reeder Point Branch and Pineview Road over Reeder Point Branch Tributary.
- 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
- Bridge geotechnical boring plan
- Concept bridge layout
- Preliminary and final geotechnical bridge and roadway reports - 2 each and CD of PDF
- Preliminary bridge plans - 2 half-size hard copies and CD of PDF's (half-size and full size)
- 95% bridge plans - 2 half-size hard copies and CD of PDF's (half-size and full size)
- Final bridge construction plans, project specific specifications, and Engineer's opinion of probable construction cost

Schedule

Below is a summary of significant milestones and anticipated submittal timeframes:

- *Mapping Verification and Surveys*: completed within 3 month of NTP
- *Public Meeting*: 6 months after NTP
- *Preliminary Roadway Plans*: 7 months from NTP (assuming preferred alternative identified within 7 months of NTP)
- *Preliminary Right-of-Way Plans*: 12 months from NTP (assuming 1 month for Department/FHWA review of Preliminary Roadway Plans)
- *Final Right-of-Way Plans*: 15 months from NTP (assuming 2 month for County/Department/FHWA review of Preliminary ROW Plans)
- *Final Roadway Construction Plans*: 24 months from NTP (assuming 2 month for County/Department/FHWA review of Preliminary Roadway Construction Plans)
- *Preliminary Bridge and Structures Plans*: 12 months from NTP
- *95% Bridge and Structures Construction Plans*: 18 months from NTP (assuming 1 month for Department/FHWA review of Preliminary Bridge and Structures Plans)
- *Final Bridge and Structures Construction Plans*: 24 months from NTP (assuming 2 month for Department/FHWA review of 95% Bridge and Structures Plans)

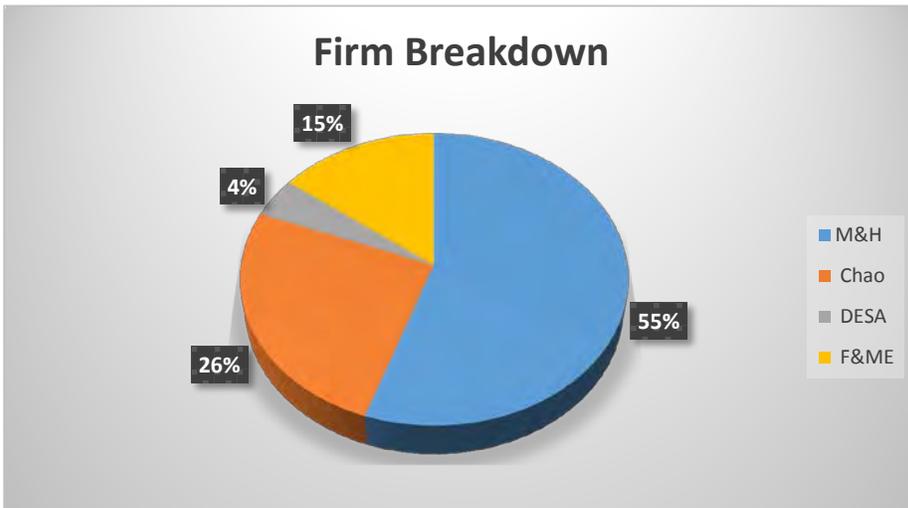
Richland County Enhancement Projects

Project	Total	Mead & Hunt, Inc.	Chao and Associates, Inc.	DESA, Inc.	F&ME Consultants
Alpine Road	\$521,227.27	\$420,937.27			\$100,290.00
Harrison Street	\$232,072.31		\$172,400.06		\$59,672.25
Magnolia Street	\$67,144.77		\$27,949.82	\$39,194.95	
Polo Road	\$200,235.78	\$200,235.78			
School House Road	\$57,282.24		\$57,282.24		
Sunset Drive*	\$56,554.65	\$5,700.45	\$34,389.20	\$10,633.00	\$5,832.00
Total	\$1,134,517.02	\$626,873.50	\$292,021.32	\$49,827.95	\$165,794.25
Total %	100%	55.3%	25.7%	4.4%	14.6%

* Once the Contract Modification has been approved for final construction plans, DESA's and Chao's percentage will increase by approx. 7%, MH's % will be decreased by approx. 10% and F&ME will be increased by 1%. These percentages are based on an assumption of fees for final construction plans for Sunset Drive and are subject to change

DBE Certified	No	Yes	Yes	No
SLBE Certified	No	Yes	Yes	No

SLBE PERCENTAGE = 30%
DBE PERCENTAGE = 30%



Service Order
For
On Call Engineering Services Agreement

SERVICE ORDER NO. M&H #1

Date: July 22, 2015

This Service Order No. M&H #1 is issued by Richland County, South Carolina (the “County”), to Mead and Hunt, Inc. (the “Consultant”) pursuant to that Agreement dated February 23, 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 Sidewalks, Bikeways, and Multi-Use Paths

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 Sidewalks, Bikeways, and Multi-Use Paths

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: July 27, 2015
2. Completion Date: See Exhibit A – Scope of Services - Schedule

D. Key personnel assigned by Consultant to this Service Scope of Work:

1. Raymond Hamilton
2. Berry Still

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:

No additional insurance requirements are included in this Service Order.

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:

See Exhibit A – Scope of Services Sidewalks, Bikeways, and Multi-Use Paths

IV. Consultant’s Compensation.

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

<i>Task Lump Sums-</i>	<i>\$1,099,342.36</i>
<i>Approved Direct Expenses -</i>	<i>\$ 35,174.66</i>
	<i>\$1,134,517.02</i>

*Contingency – Not to Exceed \$113,451.00**

**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.

V. Additional Exhibits.

The following exhibits and/or attachments are incorporated herein by reference thereto:

See Exhibit A – Scope of Services Sidewalks, Bikeways, and Multi-Use Paths

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 July 22, 2015.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____ (L.S.)

Its: _____

Date: _____

CONSULTANT:

MEAD & HUNT, INC.

WITNESS:

By: _____ (L.S.)

Its: _____

Date: _____

EXHIBIT A: SCOPE OF SERVICES

ATTACHMENT “A”
SCOPE OF SERVICES AND SCHEDULE
SIDEWALKS, BIKEWAYS, AND MULTI-USE PATHS



Mead & Hunt Inc. (**CONSULTANT**) has been authorized by Richland County (**COUNTY**) to provide engineering services for a group of sidewalk, bikeway, and multi-use path projects in Richland County, South Carolina.

Project Locations - These projects are located in Richland County, the City of Columbia, and the City of Forest Acres.

- * Alpine Road (S-63) from Two Notch Road (US 1) to Percival Road (SC 12).
- * Harrison Road (S-93) from Two Notch Road (US 1) to Forest Drive (SC 12).
- * Magnolia Street (S-942/City of Columbia) from Two Notch Road (US 1) to Pinehurst Street (S-943).
- * Polo Road (S-2214/S-2914) from Alpine Road (S-63) to Mallet Hill Road (County).
- * School House Road (S-1350/S-1480) from Two Notch Road (US 1) to Pinehurst Park.
- * Sunset Drive (SC 16) from River Drive (US 176) to Elmhurst Road (S-1405).

Proposed Project Scopes – Preliminary through Final Construction Plans will be developed to reflect the implementation of all projects.

Alpine Road- The **COUNTY** is proposing to construct the Alpine Road (State Route S-63) Sidewalk and Bikeway Project. This project consists of the construction of a new 5.0 ft. wide concrete sidewalk along the East side of Alpine Road and the widening of the shoulders for a striped 4 ft. wide bikeway along both sides. This project will begin at Two Notch Road (US 1) and extend to Percival Road (SC 12) for a distance of approximately 2.41 miles. From the intersection of Alpine Road and New Way Road through the intersection of Alpine Road and Polo Road, the roadway will not be widened for bikeways. Instead, the bike traffic will be shifted to the West side of the roadway and a multi-use path will be constructed parallel to the roadway and under the I-20 bridges behind the guardrail and bridge bents.

There are 8 proposed walls to be installed as part of this project:

- From the intersection on Alpine Road and Percival Road to the driveway to Alpine Baptist Church on the East side of the roadway – MSE type wall approximately 300’ at an average height of 5 feet
- After the driveway to Alpine Baptist Church to the next driveway to the trailer park on the East side of the roadway – MSE type wall approximately 60’ at an average height of 5 feet

- From the intersection of Alpine Road and New Way Road to the onramp to I-20 on the East side of the roadway – MSE type wall approximately 700’ at an average height of 10 feet
- Under the 3 bridges of I-20 on the West side of the roadway – Cast-in-place type wall approximately 200’ at an average height of 5 feet
- Beginning approximately 0.2 miles North of the intersection on Alpine Road and Polo Road on the East side of the roadway and stopping at the driveway near the crest of the vertical curve – MSE type wall approximately 350’ at an average height of 5 feet
- Beginning after the driveway at the crest of the vertical curve to the intersection of Alpine Road and Georgia Pine Drive on the East side of the roadway – MSE type wall approximately 200’ at an average height of 5 feet
- Beginning approximately 0.2 miles South of the intersection of Alpine Road and Highgate Road on the East side of the roadway way heading South over the causeway – Sheet Pile system type wall approximately 300’ at an average height of 8 feet
- Beginning approximately 0.2 miles South of the intersection of Alpine Road and Highgate Road on the West side of the roadway way heading South over the causeway – Sheet Pile system type wall approximately 300’ at an average height of 8 feet

Locations of Proposed Curb and Gutter:

- From the intersection of Alpine Road and New Way Road to the onramp of I-20 on the East side of the roadway, approximately 750 LF.
- From the causeway to the intersection of Alpine Road and Aintree Drive on the East side of the roadway, approximately 2000 LF.

Alpine Road Assumptions:

- There will be no FEMA work associated with this project. **CONSULTANT** is planning on using walls to avoid major environmental work and not extending/replacing the 84” crossline.
- Shoulders will be widened across the railroad tracks but the proposed sidewalk will stop at either side of the railroad Right-of-Way. Sidewalk will tie into existing asphalt section in railroad Right-of-Way limits.
- The shoulders will not be widened from the intersection of Alpine Road and New Way Road through the intersection of Alpine Road and Polo Road.
- Greenway connections are not to be consider part of this project.
- Right-of-Way will not be acquired and development of Right-of-Way plans are not anticipated.
- The existing roadway will not be resurfaced as a result of this project.
- Slope permissions will be obtained for any encroachments outside of existing Right-of-Way limits by the **COUNTY**.
- An Approximate-Preliminary is the anticipated type of Jurisdictional Determination requested.
- A SCDOT USACE General or Nationwide Permit is the anticipated level of USACE permitting required. Mitigation costs, if necessary, are not included.
- No navigational (State Navigable Waters or US Coast Guard) permitting is anticipated.

- Detailed cultural resources surveys are not anticipated as part of the permitting process. The **CONSULTANT** will utilize the GIS database, via ARCSite, to identify any known historic resources.
- The Plans for this project will be at a scale of 1"=50'.

Harrison Road- The **COUNTY** is proposing to construct the Harrison Road (State Route S-93) Sidewalk Project. This project consists of the construction of a new 5.0 ft. wide concrete sidewalk with concrete curb and gutter along one side of Harrison Road. This project will begin at Two Notch Road (US 1) and extend to Forest Drive (SC 12) for a distance of approximately 1.17 miles. Based on site observations the sidewalk will be proposed to be constructed on the North side of Harrison for its entire route. There is no existing curb and gutter and limited Right-of-Way so the addition of curb and gutter will need to include the construction of a closed storm drainage system along the entire North side of the road under the sidewalk.

Some steep slopes exist in several locations that will require the construction of MSE/poured in place walls along the North side of this route. Walls will potentially be required at the following locations:

- A series of five (5) walls beginning approximately 100ft down from the end of the existing sidewalk at Two Notch Road. Total length of the walls will be 235' with an average height of 5'.
- Beginning at the East side of the intersection of Truax Road and extending down the road and turning back at the intersection of Carroll Drive. Total length of wall to be 265' with an average height of 8'.
- Beginning at the East side of the intersection of Carroll Drive beginning with a turn back and then extending down the road. Total length of wall to be 150' with an average height of 5'.
- Beginning approximately 120' East of Marling Street and extending to Putnam Street and turning up Putnam Street 100'. This wall will be approximately 280' long with an average height of 8'. There is an existing residential driveway with a retaining wall system that will need to be incorporated into the design including removal, regrading and concrete work outside of the Right-of-Way.
- Starting approximately 20' up the East side of Putman Street extending to Harrison Street the eastward along Harrison Street approximately 80'. Total length of wall will be 100' with an average height of 5'.
- Beginning approximately 600' East of Putnam Street and running 50' to an existing driveway. Starting back up on the opposite side of the driveway for an additional 55'. Existing driveway will need to be removed and steepened requiring regrading and concrete work outside of the Right-of-Way. Total length of wall will be 105' with an average height of 5'.
- Beginning at the East side of the intersection with Craig Road and extending 100'. Total length of wall will be 100' with an average height of 3'.

Harrison Road Assumptions:

- Sidewalk to be constructed along north side of Harrison Road.
- There will be no FEMA work associated with this project.

- Greenway connections are not to be consider part of this project.
- Right-of-Way will not be acquired.
- Slope easements for driveway work will be obtained by the County.
- The existing roadway will not be resurfaced as a result of this project.
- Slope permissions will be obtained for any encroachments outside of existing Right-of-Way limits by the **COUNTY**.

Magnolia Street- The **COUNTY** is proposing to construct the Magnolia Street (State Route S-942/ City) Sidewalk Project. This project consists of the construction of a new 5.0 ft. wide concrete sidewalk with concrete curb & gutter along one side of Magnolia Street. This project will begin at Two Notch Road (US 1) and extend to Pinehurst Street (S-943) for a distance of approximately 0.44 miles. Based on site observations the sidewalk will be proposed to be constructed on the North side of Magnolia for its entire route. There is no existing curb and gutter and limited Right-of-Way so the addition of curb and gutter will need to include the construction of a closed storm drainage system along the entire North side of the road under the sidewalk. The existing pavement section is 32' wide plus 3' valley curb on both sides for a total pavement width of 38'. Currently there is street parking on both sides of the road.

Magnolia Street Assumptions:

- Sidewalk and curb and gutter to be installed within the existing pavement section along the North side of the street eliminating the street parking on the North side. Street parking will be restricted to the south side only.
- Greenway connections are not to be consider part of this project.
- Right-of-Way will not be acquired.
- No walls are proposed for this project.
- Slope permissions will be obtained for any encroachments outside of existing Right-of-Way limits by the **COUNTY**.
- The existing roadway will not be resurfaced but will need to be restriped to delineate parking.

Polo Road- The **COUNTY** is proposing to construct the Polo Road (State Route S-2214 & S-2914) Multi-Use Path Project. This project consists of the construction of a new 10 ft. wide asphalt multi-use path along the West side of Polo Road. This project will begin at Alpine Road (S-63) and extend to Mallet Hill Road (County) for a distance of approximately 1.69 miles.

Polo Road Assumptions:

- The multi-use path will be 2" of asphalt with 6" of stone base underneath.
- Right-of-Way will be acquired.
- No proposed walls will be on this project.
- No Geotech performed on this project.
- A different typical section from the intersection with Alpine Road to Polo Road Elementary School will be evaluated and approved by the **COUNTY** prior to plan development.

- An Approximate-Preliminary is the anticipated type of Jurisdictional Determination requested.
- A SCDOT USACE General or Nationwide Permit is the anticipated level of USACE permitting required. Mitigation costs, if necessary, are not included.
- No navigational (State Navigable Waters or US Coast Guard) permitting is anticipated.
- Detailed cultural resources surveys are not anticipated as part of the permitting process. The **CONSULTANT** will utilize the GIS database, via ARCSite, to identify any known historic resources.
- Slope permissions will be obtained for any encroachments outside of existing Right-of-Way limits by the **COUNTY**.
- No push button assemblies will be evaluated for this project.
- The Plans for this project will be at a scale of 1"=50'.
- Greenway connections are not to be considered part of this project.

School House Road- The **COUNTY** is proposing to construct the School House Road (State Route S-1350 & S-1480) Sidewalk Project. This project consists of the construction of a new 5.0 ft. concrete sidewalk along one side of School House Road. This project will begin at Two Notch Road (US 1) and extend to Pinehurst Park for a distance of approximately 0.35 miles. Based on site observations the sidewalk will be proposed to be constructed on the North side of School House Road for its entire route. There is no existing curb and gutter and limited right-of-way so the addition of curb and gutter will need to include the construction of a closed storm drainage system along the entire North side of the road under the sidewalk. Do not anticipate the need for any retaining walls.

School House Road Assumptions:

- Sidewalk to be constructed along north side of School House Road.
- Right-of-Way will not be acquired.
- Slope permissions will be obtained for any encroachments outside of existing Right-of-Way limits by the **COUNTY**.
- No retaining walls are anticipated on this project.
- The existing roadway will not be resurfaced as a result of this project.
- Greenway connections are not to be considered part of this project.

Sunset Drive- The **COUNTY** is proposing to construct the Sunset Drive (State Route SC 16) Sidewalk Project. This project consists of the construction of a new 5.0 ft. concrete sidewalk along Sunset Drive. This project will begin at River Drive (US 176) and extend to Elmhurst Road (S-1405) for a distance of approximately 0.74 miles.

CONSULTANT to prepare feasibility study based on existing field conditions taking into consideration environmental impact, constructability and cost of the project. The feasibility study to be submitted to **COUNTY** for review and approval. Field surveys, environmental, and preliminary geotechnical will be performed in preparation of the feasibility study. The design team will evaluate 3 different alternatives to present to the **COUNTY**:

1. Walls along the South side of the roadway around the wetlands area.
2. A structural sidewalk along the South side of the roadway instead of walls.
3. Walls along the North side of the roadway around the wetlands area.

A complete project estimated construction costs will be evaluated for the entire project including the 3 alternatives mentioned above and included in the feasibility study. Once an alternative is chosen by the COUNTY, a Contract Modification will be submitted for continuing the design to Final Construction Plans for the chosen alternative.

Steep slopes exist in several locations that will require the construction of retaining walls along the South side of Sunset Drive. Walls will likely be required at the following locations:

- Beginning at the intersection of Makeway Drive and extending along the South side of Sunset Drive. Total length of the walls will be 240' with an average height of 17'.
- Beginning at the intersection of Westbury Drive and extending along the South side of Sunset Drive. Total length of the walls will be 160' with an average height of 17'.
- Beginning approximately 200' East of the intersection of Earlewood Drive and extending along the South side of Sunset Drive. Total length of the walls will be 540' with an average height of 17'.
- Beginning approximately 800' East of the intersection of Earlewood Drive and extending along the south side of Sunset Drive. Total length of the walls will be 80' with an average height of 5'.
- Beginning approximately 120' East of the intersection of Margrave Road and extending along the south side of Sunset Drive. Total length of the walls will be 330' with an average height of 5'.

Steep slopes exist in several locations that will require the construction of retaining walls along the North side of Sunset Drive. Walls will likely be required at the following locations:

- Beginning approximately 120' before the intersection of Falling Springs Road and extending eastward along the North side of Sunset Drive and turning up Falling Springs Road. Total length of wall 125' with an average height of 5'.
- Beginning at Falling Springs Road and extending eastward along the North side of Sunset Drive. Total length of wall 160' with an average height of 5'.
- Beginning approximately 140' before the intersection of Earlewood Drive and extending eastward along the North side of Sunset Drive for a distance of 600' to the intersection of Abingdon Road. Total length of wall 600' with an average height of 17'.

Sunset Drive Assumptions:

- Greenway connections are not to be considered part of this project.
- Right-of-Way will not be acquired.
- Slope permissions will be sought for any encroachments outside of existing Right-of-Way limits by the COUNTY.
- The existing roadway will not be resurfaced as a result of this project.
- Due to the size of the retaining walls the County will entertain alternative walkway construction designs.

- FEMA CLOMR will be required for this project.
- Relocation of traffic signal (if necessary) at Abingdon Road will be done by SCDOT
- An environmental impact and constructability study will be required to determine the best location for the sidewalk and the use of structural walkways.
- No stormwater design to be performed for feasibility study.
- An Approximate-Preliminary is the anticipated type of Jurisdictional Determination requested.
- A SCDOT USACE General or Nationwide Permit is the anticipated level of USACE permitting required. Mitigation costs, if necessary, are not included.
- No navigational (State Navigable Waters or US Coast Guard) permitting is anticipated.
- Detailed cultural resources surveys are not anticipated as part of the permitting process. The **CONSULTANT** will utilize the GIS database, via ARCSite, to identify any known historic resources.
- The Final Geotech will be performed during the Contract Modification once an alternative is selected by the **COUNTY**
- The Plans for this project will be at a scale of 1"=50'.

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 – Surveys

Task 4 – Sidewalk, bikeway, and Multi-Use Path Design

Task 5 – Stormwater Management/ Hydraulic Design

Task 6 – Sediment and Erosion Control/NPDES Permitting

Task 7 – Geotechnical Investigations and Engineering Services

Task 8 – Structures Design and Plans

Task 9 – Utility Coordination Assistance

Task 10 – Railroad Coordination

Task 11 – Pedestrian Push Button Plans

Task 12 – Construction Services



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:

- 1.1 Project meetings between the **COUNTY**, South Carolina Department of Transportation (**DEPARTMENT**), City of Columbia, Forest Acres, and **CONSULTANT** for clarification of scope, discussion of concepts, review of submittals, etc. at the discretion of the **COUNTY**.
- 1.2 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.
- 1.3 Prepare monthly invoices, status reports, and schedule updates. Assume a 9 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.
- 1.4 The **CONSULTANT** will provide coordination with its SUB-CONSULTANTS during the execution of their work. Assume a 9 month design schedule.
- 1.5 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.
- 1.6 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 up to two (2) such meetings per project will be held and the **CONSULTANT** will be in attendance at these meetings and will prepare all necessary display materials.
- 1.7 **CONSULTANT** shall provide a bar graph format design schedule detailing durations, plan submission dates, cost estimate submittals, etc. The schedule shall cover time through final construction document submission.

Assumptions:

1. Seven (7) project meetings will be held on-site in Richland County with the **DEPARTMENT**, the **CITY**, and any additional personnel deemed necessary.
2. 24 month construction schedule.

Deliverable:

1. Nine (9) monthly status reports.
2. Meeting minutes on an as necessary basis.



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.

2.1 Initial Field Surveys and Project Initiation

2.1.1 Project Initiation – 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.

2.1.2 Coordination – 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.

2.1.3 Jurisdictional Delineations – 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 **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.

2.2 Permits

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:

- 2.2.1 Joint Federal and State Application Form
- 2.2.2 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.
- 2.2.3 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.
- 2.2.4 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.
- 2.2.5 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**.

Assumptions

1. An Approximate-Preliminary is the anticipated type of Jurisdictional Determination requested.
2. A SCDOT USACE General or Nationwide Permit is the anticipated level of USACE permitting required. Mitigation costs, if necessary, are not included.
3. No navigational (State Navigable Waters or US Coast Guard) permitting is anticipated.
4. Detailed cultural resources surveys are not anticipated as part of the permitting process. The **CONSULTANT** will utilize the GIS database, via ARCSite, to identify any known historic resources.
5. Impacts to protected species are not anticipated. Furthermore, informal or formal consultation with the US Fish and Wildlife Service is not anticipated.

6. All permitting deliverables will be submitted to the **COUNTY** for final processing.
7. The **COUNTY** will conduct all agency coordination and permit negotiations; the **CONSULTANT** may be asked to assist as necessary.

Deliverables

1. Permit Determination Form
2. Jurisdictional Determination Request Package
3. SCDOT USACE General or Nationwide Permit Application Package, including supplemental documentation



SURVEYS

3.1 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 these projects. 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.

3.2 Design Survey

Additional field surveys will be performed by the **CONSULTANT** as necessary during the design phases of the project.

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 Level runs between existing primary vertical control points will be performed to establish additional bench marks to be referenced on the contract drawings. Assume some projects may need additional benchmarks.
- 3.2.4 The **CONSULTANT** will provide Station and Offset information for surveyed topographic features including above ground utility features. Through the South Carolina 811 (SC811) Utility Locating service, the **CONSULTANT** will call in

utility locates and survey marked existing utilities. When utilities have not responded to utility locate requests, the **CONSULTANT** will contact the utility directly to request the utility locate. After direct contact, if the utility still has not been marked, the **CONSULTANT** shall report to SC811 that no response has been made.

- 3.2.5 The **CONSULTANT** will locate all drainage and stormwater sewer structures within 100 ft. of the proposed project alignments. The pipe size, pipe type, and invert elevations shall be obtained.
- 3.2.6 The **CONSULTANT** will horizontally and vertically locate all potential outfall drainage ditches and streams. At these outfalls, cross sections will be obtained at 50 ft. intervals as appropriate, or as necessary to define the channel alignment, from the proposed project alignment. All cross sections will be extended from bank to bank of the existing channel plus 10 ft. on either side.
- 3.2.7 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 along the proposed projects.
- 3.2.8 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.
- 3.2.9 The **CONSULTANT** will stake and obtain boring elevations for all geotechnical borings performed on the project by the **CONSULTANT**.
- 3.2.10 The **CONSULTANT** will stake the proposed right-of-way for all projects that may require additional Right-of-Way. Right-of-way staking will consist of placing 36" stakes (or paint in paved areas) at all proposed right-of-way breaks, sight triangles and spaced at 100 ft. intervals in tangents and 50 ft. 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.

Assumptions

- 1. Field surveys for property closures will not be performed.

Deliverables

- 1. The consultant will provide a CD containing all survey files in DGN Format.



SIDEWALK, BIKEWAY, AND MULTI-USE PATH DESIGN

4.1 Preliminary Project Design and Plans

- 4.1.1 Documentation of Existing Conditions and Identification of Deficiencies - The **CONSULTANT** will review the project through the use of existing roadway plans, the survey and during site visits to verify lane widths, intersection configurations, types of accesses provided, natural drainage patterns, and impacts to the surrounding community. Photography and videotaping will be used to document these conditions.
- 4.1.2 Design Criteria – SCDOT design criteria will be used on these project unless otherwise directed by the **COUNTY in writing**. The **CONSULTANT** will develop design criteria for the project in accordance with the **DEPARTMENT's Highway Design Manual 2003, Road Design Plan Preparation Guide-2000, American Disabilities Act, 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.
- 4.1.3 Typical Section and Location_– Existing features of the project will be considered during development of the projects typical sections. All environmental constraints, Right-Of-Way, bicycle and pedestrian considerations, utilities, businesses, and residences will be considered in the development of the typical sections and proposed improvements.
- 4.1.4 Project Concept Report (Sunset Drive only) – 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, existing conditions and proposed alignments, and any proposed enhancement items.
- 4.1.5 Preliminary Plans –The plans will be developed to the level of detail of approximately 30% Complete Construction Plans. The Preliminary Plans for the project will be prepared at a scale of 1"=20' (unless otherwise noted in the Assumptions portions of the project descriptions) to illustrate pertinent information associated with design. The plans will be sufficiently developed to illustrate the Preliminary limits of construction and the preliminary right of way of the entire project. The plans will incorporate information obtained during the Utility Coordination Assistance phase of the project, and the design will be adjusted where possible to minimize utility impacts.

- 4.1.6 Preliminary Cost Estimate – A cost estimate will be prepared by the **CONSULTANT** and submitted along with the Preliminary 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.
- 4.1.7 The **CONSULTANT** will attend the Preliminary Plans Design Field Review with the **COUNTY** to review the project design in the field.
- 4.1.8 Upon completion of the Preliminary 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).
- 4.1.9 The **CONSULTANT** at this time will also provide the **COUNTY** with preliminary construction costs, preliminary utility relocation costs, and preliminary new right-of-way areas for use in developing an estimated project cost.

Assumptions

1. **COUNTY** to provide one round of written comments within four (4) weeks after initial submittal.
2. One (1) Design Field Review at the completion of 30% plans will be held.

Deliverables

1. Two (2) half-size hard copy sets of plans along with a CD containing PDF's (half-size and full size).
2. One (1) electronic pdf copy of construction costs, preliminary utility relocation costs, and preliminary new right-of-way areas for use in developing an estimated project cost.

4.2 Right-of-Way Plans

Utilizing the Preliminary Plan design, 70% plans will be prepared according to standard **DEPARTMENT** criteria and format for any project requiring additional right-of-way. Plans will be developed to the level of detail of approximately 70% Complete Construction Plans. Should any be required, the new right-of-way will be annotated by the station and offset methodology in accordance with standard **DEPARTMENT** policy and procedures.

- 4.2.1 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.

4.2.2 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.

4.2.2.1 The **CONSULTANT** will provide curb grades around side roads and major driveway radii.

4.2.2.2 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 sidewalks or multi-use paths. 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 sidewalk or multi-use path will not have a horizontal or vertical alignment set, but will be handled by only showing their connection in the cross section and plan view.

Electronic media receivables for right-of-way plans will be provided on CD-ROM and will include the information outlined in the **DEPARTMENT’S** *Road Design Reference Material For Consultant Prepared Plans* dated June 2010.

4.2.3 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 exhibits.

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.

A set of final Right-of-Way plans will be submitted to the COUNTY for review and approval if needed. A cost estimate will be prepared by the **CONSULTANT** and submitted along with the final Right-of-Way plans for use by the COUNTY.

Assumptions

1. **CONSULTANT** will attend the Right-of-Way Plans Design Field Review.
2. One (1) Design Field Review at the completion of Right-of-Way plans will be held.

Deliverables

1. One (1) half-size hard copy sets of plans along with a CD containing PDF’s (half-size, full size, and cost estimate).
2. One (1) CD of right-of-way CADD files for right-of-way exhibit preparation.

4.3 Final Design and Plans

- 4.3.1 Construction Plans – The construction plans will be a continuation of preliminary right-of-way plans if required, or preliminary plans. Original Right-of-Way plans will be retained by the **CONSULTANT** after appropriate **COUNTY** reviews and signatures and then developed into construction plans.
- 4.3.1.1 Plan and profile sheets will show information necessary to permit construction stakeout and to indicate and delineate details necessary for construction.
- 4.3.1.2 Construction plans shall incorporate all necessary items presented in the Roadway Construction Plans section of the **DEPARTMENT's Road Design Reference Material For Consultant Prepared Plans** dated June 2010 or latest adopted version.
- 4.3.1.3 The construction plans shall include Final Pavement Marking sheets showing cross walks, and other appropriate markings. The plans will include dimensions sufficient for field layout. The Manual on Uniform Traffic Control Devices, latest edition, and SCDOT details will be incorporated into the plans.
- 4.3.1.4 The **CONSULTANT** will provide pavement marking quantities for inclusion into Final Construction Plans.
- 4.3.1.5 The **CONSULTANT** will prepare maintenance of traffic design plans.
- 4.3.1.5.1 Plans will include all construction signing needed for the project.
- 4.3.1.5.2 Standard traffic control details will be incorporated into the plans.
- 4.3.1.5.3 Preliminary traffic control plans will be submitted in conjunction with the 95% roadway plans and the final signed and sealed traffic control plans along with quantities will be submitted with the final roadway plans.
- 4.3.1.6 The **CONSULTANT** will attend the Final Plans Design Field Review with the **COUNTY** to review the project design in the field.
- 4.3.1.7 A set of preliminary Construction plans will be submitted to the **COUNTY** for review prior to final plan delivery.
- 4.3.1.8 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.

4.3.2 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 **COUNTY** 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 estimate will be based on the final summary of quantities and will be used in the final bid analysis and award.

Deliverables

1. One (1) half-size hard copy set of preliminary Construction plans for review, along with the Preliminary Construction cost estimate.
2. One (1) complete full-size hard copy set of final Construction plans, an Engineer’s Estimate, and “Project Specific” Special Provisions.



STORMWATER MANAGEMENT/HYDRAULIC DESIGN

The **CONSULTANT** will perform the Stormwater Management and Hydraulic Design for the projects 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 any FEMA floodplain crossings.

5.1 Drainage

The roadway drainage design for the projects 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.

5.1.1 The **CONSULTANT** will perform a field review of the projects and a visual inspection of the existing drainage systems within the projects areas. 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 inspections (video pipe inspection) is recommended, the **CONSULTANT** will prepare the recommendation and submit to the **COUNTY** for submittal to the roadway owner.

- 5.1.2 Drainage design for the projects is dictated by the project horizontal and vertical geometry.
- 5.1.3 The design will be terminated at available existing outfall locations or at new locations that will be constructed as a part of the project.
- 5.1.4 Drainage areas will be defined from the existing topography as determined from available mapping and field survey.
- 5.1.5 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.
- 5.1.6 As part of the projects design, alternate pipe designs will be developed as per **DEPARTMENT** Engineering Directive Memorandum No. 24.
- 5.1.7 The hydrologic analysis of each watershed will be performed with the appropriate method for the Coastal Plains and/or Piedmont physiographic region.
- 5.1.8 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.
- 5.1.9 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.
- 5.1.10 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.
- 5.1.11 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.
- 5.1.12 Any roadway ditches will be sized with Manning's equation, and HYDRAIN will be used to measure stability.

- 5.1.13 The storm sewer design for the projects will be performed to minimize impacts to existing utilities if possible. Existing utility data will be obtained from the utility owners within the projects areas. 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.
- 5.1.14 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.
- 5.1.15 The location of the storm drainage systems will be shown on the plan sheets or replicated drainage sheets. Additional plan information will include pipe and drainage structure size, location, type and elevation.
- 5.1.16 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.

5.2 Hydraulic Analysis

The proposed improvements along Sunset Drive may impact FEMA defined Special Flood Hazard Areas. 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, SCDOT, SCDNR, and Federal Emergency Management Agency (FEMA) regulations. This work is for Sunset Drive only

- 5.2.1 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 and FEMA as needed during the preparation of the CLOMR or No-Impact Certification and during the submittal process.
- 5.2.2 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 required as part of the environmental permit. The hydraulic studies will be based on SCDOT requirements and will include an evaluation of the impacts from the proposed construction.

Assumptions

1. SCDHEC's NOI form will be used for this project.

Deliverables

1. One (1) Signed and Sealed set of drainage sheets will be provided for inclusion in the Final Roadway Construction Plans.
2. One (1) hard copy of the Signed and Sealed Stormwater Management Report



SEDIMENT AND EROSION CONTROL/NPDES PERMITTING

6.1 Sediment and Erosion Control

The Projects will include the development of Sediment and Erosion Control Plans as well as the preparation of Supporting Documentation for the Land Disturbance Permit Application.

- 6.1.1 The erosion control plans will be prepared on replications of the roadway plan sheets at a scale of 1"=20', unless otherwise agreed upon. The erosion control plans will reflect a proposed design for minimizing erosion and off-site sedimentation during construction.
- 6.1.2 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.
- 6.1.3 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.
- 6.1.4 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.
- 6.1.5 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**.

6.2 NPDES Permitting

The projects may 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.

- 6.2.1 The **CONSULTANT** will develop the NPDES permit application as well as the submission of any required supporting data and submit to the **COUNTY**. 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.

Deliverables

1. One (1) Signed and Sealed set of erosion control sheets will be provided for inclusion in the Final Roadway Construction Plans.
2. One (1) hard copy of the Signed and Sealed Stormwater Pollution Prevention Plan



GEOTECHNICAL INVESTIGATIONS AND ENGINEERING SERVICES

7.1 General

- 7.1.1 **CONSULTANT** will perform geotechnical explorations for Alpine Road and Harrison Road, for the proposed modifications and additions to roadways, bikeways, culverts, and retaining walls required for a group of sidewalks, bikeways, and multi-use path projects in Richland County. Geotechnical services will not be provided for Magnolia Street, Polo Road, and School House Road. **CONSULTANT** will share its opinion of geotechnical challenges and obstacles during the process of establishing conceptual design alternatives for Sunset Drive. No field services or recommendations for design are proposed for Sunset Drive.

The **COUNTY** will be responsible for obtaining permission for drilling access outside the existing right-of-way.

- 7.1.2 **CONSULTANT** will gather samples, conduct tests, and analyze necessary soil and foundation data for new roadway embankment and new retaining walls needed to construct sidewalks, bikeways, and multi-use path projects within existing SCDOT right-of-ways of Alpine Road and Harrison Road. The results of the sampling, testing, analysis, and recommendations concerning the design will be compiled into reports for submittal to the **COUNTY**. Reports will be provided in draft format for review with a final copy issued after comments are received.

Geotechnical Subsurface Explorations will not be performed in strict accordance with the 2010 SCDOT Geotechnical Design Manual (GDM), Version 1.1. Exploration procedures, laboratory testing and design recommendations will generally follow the SCDOT GDM. However, borings will be located at proposed retaining wall locations and locations with roadway widening for bikeways. Borings are not proposed for lightly loaded structures like grade supported sidewalks, mast arms and signs. The following design standards will

generally apply: 2007 SCDOT Standard Specifications for Highway Construction, SCDOT Standard Supplemental Specifications and Special Provisions, and 2010 SCDOT Geotechnical Design Manual (GDM), Version 1.1.

7.1.3 Assumptions for Field Explorations

7.1.3.1 **Alpine Road** – A new five (5) foot wide concrete sidewalk will be constructed along the east and west side of Alpine Road and the existing roadway will be widened on both sides to accommodate a four (4) foot wide bikeway. These improvements will begin at Two Notch Road (US 1) and extend to Percival Road (SC 12) for a distance of approximately 2.41 miles (+/- 12,725 feet). It is assumed that the existing embankment at Jackson Creek will be modified as part of these improvements and a geotechnical exploration will be performed to help establish design parameters for a permanent sheet pile wall on both sides and/or multi-use path on one side. No improvements to the Jackson Creek culvert are planned, however, it may be necessary to connect embankment improvements to the influent and/or effluent ends of the existing culvert. Eight (8) retaining walls are assumed to be needed for Alpine Road including two walls for embankment improvements at Jackson Creek. The retaining structures away from Jackson Creek will be mechanically stabilized earth (MSE) walls and/or cast-in-place concrete walls. One (1) of the retaining walls will be cast in-place concrete and will extend approximately two hundred (200) feet with an average height of three to five (3-5) feet. The wall will be utilized to retain fill sections within **DEPARTMENT** right-of-way and to facilitate the sidewalk and bikeway under the I-20 Bridge. It is assumed that no work will require railroad right-of-way permissions or be performed within railroad right-of-way. It is assumed that no work will be performed associated with signals, lighting, signs, culverts, drainage structures, or other foundations. Drilling access at Jackson Creek will require guardrail removal. No overwater access or barge drilling is included. Drilling will be performed during normal daylight hours Monday through Friday from 8AM to 5PM. Night time drilling is not included.

7.1.3.2 **Harrison Road** – A new five (5) foot wide concrete sidewalk with concrete curb and gutter will be constructed along the north side of Harrison Road. This project will begin at Two Notch Road (US 1) and extend to Forest Drive (SC 12) for a distance of approximately 1.17 miles (+/- 6,178 feet). It is assumed that the new sidewalk with concrete curb and gutter will be constructed on the north side of Harrison Road with the majority of the new construction occurring close to existing grade with minimal cut or fill. However, it is assumed that retaining walls will be needed for cut excavations at eleven (11) locations along the proposed project limits to accommodate the new sidewalk at existing driveways. Retaining walls are expected to be MSE walls and/or cast-in-place concrete walls. It is assumed that no work will be performed

associated with signals, lighting, signs, or other foundations. Drilling will be performed during normal daylight hours Monday through Friday from 8AM to 5PM. Night time drilling is not included.

- 7.1.3.3 **Magnolia Street** –No geotechnical work will be performed along Magnolia Street.
- 7.1.3.4 **Polo Road** –No geotechnical work will be performed along Polo Road.
- 7.1.3.5 **School House Road** –No geotechnical work will be performed along School House Road.
- 7.1.3.6 **Sunset Drive** – A new five (5) foot wide concrete sidewalk will be constructed along one side of Sunset Drive with no curb and gutter. This project will begin at River Drive (US 176) and extend to Elmhurst Road (S-1405) for a distance of approximately 0.74 miles (+/- 3,910 feet). Existing roadway embankments have created a design challenge for the proposed sidewalk. Design alternatives will be presented to the **COUNTY** to allow it to determine the more feasible alignment for the proposed sidewalk. Design alternatives include constructing the sidewalk on the north side or south side of Sunset Drive utilizing retaining walls and/or elevated sidewalk to traverse existing embankments without expanding **DEPARTMENT** right-of-way. Multiple design considerations are being considered for the fill section at Smith Branch Creek. No borings, no field work, and no laboratory work are proposed. Geotechnical design services are also omitted. The **CONSULTANT**, guided by prior experience, will provide consultation on geotechnical challenges and obstacles associated with each design concept to help aid in the design selection process. A geotechnical exploration and report will be required once the preferred design concept is selected.

7.2 Field Exploration (Subsurface Exploration)

- 7.2.1 SCDOT Encroachment Permit – Prior to beginning the field exploration, **CONSULTANT** will prepare and submit an individual encroachment permit for each roadway to perform the drilling within **DEPARTMENT** or **COUNTY** right-of-way for the project. **CONSULTANT** shall comply with all **DEPARTMENT** lane closure restrictions. **CONSULTANT** shall space borings to avoid boring in the railroad right-of-way.
- 7.2.2 Final Subsurface Borings – Boring locations should be located along the proposed bikeways, retaining walls, and culverts. Clearance of utilities will be the responsibility of **CONSULTANT**. Boring locations shall be determined by **CONSULTANT**. The **CONSULTANT** shall provide copies of the proposed final subsurface exploration plans to **COUNTY** prior to initiation of field work for review and acceptance. The 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, and location of tests.

- 7.2.3 Final Subsurface Exploration – Soil test borings will be performed at a maximum frequency of seventy-five (75) feet along wall alignment if the wall is within one hundred and fifty (150) feet from the bridge abutments, and one (1) boring every two hundred (200) feet if wall alignment is more than one hundred and fifty (150) feet from bridge abutments. Soil test borings will be performed within the proposed project limits. The following is a summary of the quantity, depth, and procedure proposed along Alpine Road and Harrison Road.

Alpine Road

- Twenty (20) soil test borings will be performed for the proposed retaining walls and twenty-five (25) soil test borings will be performed for the four (4) foot wide bikeway to a depth of five (5) feet below the existing ground surface using hand auger equipment and dynamic cone penetrometers.
- Six (6) bulk samples will be obtained for laboratory testing to be used as part of roadway embankment analysis.
- Eight (8) undisturbed samples will be obtained during the final, if soft cohesive material is encountered.
- **CONSULTANT** provided proposed retaining wall locations, lengths, and heights for each wall. There are four (4) proposed walls with a height of five (5) feet, two (2) proposed walls with a height of eight (8) feet, and one (1) wall with a height of ten (10) feet. Six (6) soil test borings will be extended to a depth of ten (10) feet below the existing ground surface, and ten (10) soil test borings will be extended to a depth of twenty (20) feet below the existing ground surface (total of 16 borings).
- Four (4) borings are planned along the Jackson Creek crossing embankment. Boring depth for each is proposed to be thirty (30) feet.
- Twenty (20) pavement cores are included for boring access.
- No pavement coring samples for use in pavement analysis are included in this scope of services. No pavement design or lab testing for pavement design is included in this scope of services. **COUNTY** will be performing these scope items.

Harrison Road

- Thirteen (13) soil test borings will be performed for the proposed retaining walls.
- Four (4) bulk samples will be obtained for laboratory testing to be used as part of roadway embankment analysis.
- Four (4) undisturbed samples will be obtained if soft cohesive material is encountered.
- **CONSULTANT** provided proposed retaining wall locations, lengths, and heights for each wall. There are eight (8) proposed walls with a height of

five (5) feet, two (2) proposed walls with a height of eight (8) feet, and one (1) wall with a height of three (3) feet. Nine (9) soil test borings will be extended to a depth of ten (10) feet below the existing ground surface, and four (4) soil test borings will extended to a depth of twenty (20) feet below the existing ground surface (total of 13 borings).

- Eleven (11) pavement cores are included for boring access.
- No pavement coring samples for use in pavement analysis are included in this scope of services. No pavement design or lab testing for pavement design is included in this scope of services. **COUNTY** will be performing these scope items.

7.2.4 Other Field Testing Items

Alpine Road

Traffic control shall be performed in accordance with the latest **DEPARTMENT** guidelines. It is anticipated that thirteen (13) non-interstate lane closures will be necessary and will be performed by the **CONSULTANT**.

Harrison Road

Traffic control shall be performed in accordance with the latest **DEPARTMENT** guidelines. It is anticipated that two (2) non-interstate lane closures will be necessary and will be performed by the **CONSULTANT**.

- 7.2.5 Field Engineering – **CONSULTANT** shall provide oversight of drill and cone rig operations by field engineers and/or field geologist. Field personnel should consist of one (1) field services supervisor, and one (1) full time rig engineer/geologist per drill rig. Soil classification in accordance with USCS (ASTM 2487). Field Services Supervisor, who should have a minimum of three (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.

Progress Meetings – In addition, it is anticipated that regular progress meetings will be held with **COUNTY** during the execution of the field investigation. At this time, copies of the field logs of test holes completed will be provided to **COUNTY**.

- 7.2.6 Laboratory Testing - **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.

Alpine Road

Laboratory investigation for the roadway is to include, as estimation, the

following: thirty-two (32) natural moisture content tests, thirty-two (32) grain size distribution with wash no. 200 sieve, thirty-two (32) moisture-plasticity relationship determinations (Atterberg Limits), six (6) standard proctors, and six (6) CU Triaxial Tests.

Harrison Road

Laboratory investigation for the roadway is to include, as estimation, the following: twenty (20) natural moisture content tests, twenty (20) grain size distribution with wash no. 200 sieve, twenty (20) moisture-plasticity relationship determinations (Atterberg Limits), four (4) standard proctors, and six (6) CU Triaxial Tests.

7.3 Final Geotechnical Engineering Report

- 7.4.1 The Final Geotechnical Engineering Report shall be conducted in general accordance with the procedures outlined in the SCDOT GDM.
- 7.4.2 The Final Geotechnical Engineering Report shall include a subsurface profile for the final geotechnical subsurface explorations in accordance with the SCDOT GDM Chapter 7.
- 7.4.3 The Final Geotechnical Engineering Report shall be written in accordance with the SCDOT GDM Chapter 21.
- 7.4.4 The Final Geotechnical Engineering Report will be signed and sealed by a licensed engineer currently registered in the state of South Carolina.
- 7.4.5 The Final Geotechnical Engineering Report shall be submitted with the Final Plans.

7.4 Geotechnical Engineering Consultation

Sunset Drive - **CONSULTANT** will provide consultation on geotechnical challenges and obstacles associated with up to three (3) design concepts to help aid in the design selection process. No engineering recommendations will be provided. The **CONSULTANT'S** guidance will not be a substitute for a geotechnical exploration and will only be to aid in selection of the preferred design concept by the **COUNTY**. A geotechnical exploration and report will be needed once the preferred design concept is selected.



STRUCTURES DESIGN AND PLANS

8.1 General

This task includes design and plan development criteria for any retaining walls and

culvert extensions that may be required. There will be no aesthetic requirements for the possible retaining walls or culvert extensions. Locations and quantities of any temporary shoring required for construction will be included in the 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:

- 8.1.1 The 2007 edition of the **DEPARTMENT's** *Standard Specifications for Highway Construction*.
- 8.1.2 AASHTO's LRFD Bridge Design Specifications, 6th edition (2012) and the latest Interim Specifications in place at the time of contract execution.
- 8.1.3 AASHTO's LRFD Bridge Construction Specifications, 3rd edition (2010) and the latest Interim Specifications in place at the time of contract execution.
- 8.1.4 The DEPARTMENT's Geotechnical Design Manual, v. 1.1, 2010.
- 8.1.5 Supplemental and Technical Supplemental Specifications as already prepared by the DEPARTMENT for design and/or construction.
- 8.1.6 DEPARTMENT's Standard Drawings for Road and Bridge Construction.
- 8.1.7 DEPARTMENT's Highway Design Manual.
- 8.1.8 DEPARTMENT's Road Design Plan Preparation Guide.
- 8.1.9 AASHTO "Guide Specifications" as may be applicable to the project.

8.2 Retaining Wall Design and Plans

A retaining wall may be required along one or more of these projects. The **CONSULTANT** shall make recommendations as to horizontal and vertical alignment and retaining wall type.

8.2.1 The **CONSULTANT** shall develop plans in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions and clearances. The plans shall be prepared in conformity with current practices of the **DEPARTMENT** with regard to method of presentation, scales, billing of pay items, special drawings and summaries thereof.

8.3 Culvert Design and Plans

The **CONSULTANT** shall evaluate and recommend any necessary culvert design or modification to existing. The culvert extensions and/or design will be represented in the plans by plan and elevation views, as well as associated notes and representative details.



UTILITY COORDINATION ASSISTANCE

9.1 Utility Coordination

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 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.



RAILROAD COORDINATION

10.1 Railroad Coordination

The **CONSULTANT** will include sufficient Project Management and Coordination in order to coordinate with CSX Transportation (CSXT) for one at-grade rail crossing that will be required to determine what design criteria and guidelines the railroad has for improving the existing at grade crossings of the rail line. In addition, close coordination will be required to determine permitting and insurance requirements with the railroad crossings. This coordination is critical and could drive the overall schedule of the project. **CONSULTANT** will work closely with CSXT, and **COUNTY** to prepare design plans that are compliant with **COUNTY** and CSXT standards. All fees levied by the Railroad will be treated as a direct expense to be paid by the **CONSULTANT** and reimbursed to the **CONSULTANT** by the **COUNTY**. No mark ups will be assigned to these direct expenses by the **CONSULTANT**

Railroad encroachment will be necessary, The **CONSULTANT** shall obtain any railroad encroachment permits for survey and submit to the **COUNTY**. The **COUNTY** will forward to the railroad for review. Upon permit approval, the **CONSULTANT** will, as instructed by the railroad, coordinate times with railroad flagman when field operations will be occurring within the railroad right of way. Also, the **CONSULTANT** will reimburse railroad for required flagman operations associated with preconstruction surveys for the total number of days to complete the field operations at a cost determined by the railroad. The cost for the flagman's time will be a direct expense to be reimbursed to the **CONSULTANT** by the **COUNTY**. **CONSULTANT** will purchase and maintain insurance and pay application fees required by railroad to cover field operations.

10.1.1 Prepare CSXT Temporary Right-of-Entry application to facilitate field work for both survey and along S-63 within CSX property. Notify members of the team accomplishing the fieldwork of the Railroad's insurance requirements. The anticipated application fee of \$3,000.00 will be paid by the **COUNTY**.

- 10.1.2 Coordinate the execution of a Preliminary Engineering Agreement between the **COUNTY** and CSXT to facilitate CSXT review and comment for the S-63 Preliminary roadway improvement plans. The estimated \$8,000.00 to \$25,000.00 cost for such will be paid by the **COUNTY**.
- 10.1.3 Conduct on-site meeting with CSXT staff to overview the proposed roadway Improvements and necessary CSXT crossing equipment modifications.
- 10.1.4 Submit to CSXT conceptual plans for roadway improvements at the existing crossing, 834290M (S-63). Receive CSXT comments or requests for design changes and coordinate with roadway design team to implement CSXT requests as required.



PEDESTRIAN PUSH BUTTON PLANS

11.1 Pedestrian Push Button Plans (Alpine Road only)

The **CONSULTANT** will investigate the installation of pedestrian push button assemblies at various locations. If approved by the **COUNTY** during the Preliminary Plans then the **CONSULTANT** will provide construction documents for the installation of pedestrian push button assembly at the following intersections:

- 11.1.1 Alpine Road/New Way Road (S-1201)
- 11.1.2 Alpine Road/Faraway Road (S-1201)
- 11.1.3 Alpine Road/I-20 Exit Ramps
- 11.1.4 Alpine Road/Polo Road (S-2919)
- 11.1.5 Alpine Road/Windsor Lake Boulevard (S-1196)
- 11.1.6 Alpine Road/Entrance into New School

11.2 Pedestrian Push Button Documents

The documents will include the following items:

- 11.2.1 Intersection layout (including equipment placement, general and intersection specific notes, phasing diagrams, loop placement and isolated signal timings)
- 11.2.2 Special provisions along with SCDOT standard signal specifications
- 11.2.3 Bid quantities with a cost estimate
- 11.2.4 Provide assistance with questions during the bid and construction phase.

Plans will be prepared at a scale of 1"=40'. These plans will be designed in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) – 2003 edition; SCDOT Specifications

(2000); SCDOT Standard Drawings; and any applicable SCDOT supplemental specifications. The latest edition of each design manual or guide will be used if these are not the most current.

Assumptions:

1. The **DEPARTMENT** will provide all previous traffic plan for each existing signal.
2. The **DEPARTMENT** will provide the latest 3-year accident history information for the project area.

Deliverables:

1. One (1) Signed and Sealed set of pedestrian push button sheets will be provided for inclusion in the Final Roadway Construction Plans.



CONSTRUCTION PHASE SERVICES

12.1 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 there will be two (2) Pre-Construction/Partnering Conferences.

12.2 Construction Phase Project Meetings

The **CONSULTANT** will attend meetings with the **COUNTY** to discuss construction issues as needed during the construction of this project.

12.3 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.

12.4 Construction Revisions

The **CONSULTANT** will make necessary revisions to construction plans that arise during the construction phase of the project.

12.5 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.

12.6 Geotechnical Design and Construction Services

The **CONSULTANT** shall also provide geotechnical construction engineering services.

12.7 As-Built Plans

The **CONSULTANT** will not be responsible for the development of As-Built Plans for this project.

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.
- Eminent Domain advertisement notice.
- Moving, demolition and reset items list.
- Contract documents (project specific special provisions to be supplied by **CONSULTANT**)
- Payment of fees required by state and federal review/approval agencies.
- Right-of-Way acquisition.
- Right-of-Way verification.
- As-built roadway plans.



The **CONSULTANT** will submit the deliverable items shown below if applicable within the time allotted for each phase of work. Delivery may not be in the order shown.

- Monthly report and invoice submittals
- Meeting minutes
- Approved Jurisdictional Determinations for each project
- Approved USACOE General Permits for each project
- Preliminary plans -1 half-size hard copy and CD of PDF's (half-size and full size)
- Preliminary Plans stage construction and utility cost estimates
- Preliminary right-of-way plans - 1 half-size hard copy and CD of PDF's (half-size and full size) and Microstation files
- Final right-of-way plans, CD with plans in DGN format
- Stormwater management report
- Preliminary construction plans

- Final construction plans, project specific specifications, and Engineer's construction cost estimate
- NPDES permit application/Notice of Intent
- Erosion control computations, if necessary
- Geotechnical boring plan
- Geotechnical reports for retaining wall and culvert design



Below is a summary of significant milestones and anticipated submittal timeframes:

- *Surveys*: completed within 1 months of NTP
- *Preliminary Plans*: 3 months from NTP
- *Preliminary Right-of-Way Plans*: 5 months from NTP (assuming 1 month for review of Preliminary Plans after submittal)
- *Final Right-of-Way Plans*: 7 months from NTP (assuming 1 month for review of Preliminary ROW Plans after submittal)
- *Final Construction Plans*: 9 months from NTP (assuming 1 month for review of Preliminary Construction Plans after submittal)



July 15, 2015

Rob Perry
Director of Transportation
Richland County Government
2020 Hampton Street
Columbia, SC 29202

RE: Design-Build for Six Intersection Improvements
Project No. PDT-1001-RP-2014

Dear Mr. Perry,

The Richland Program Development Team, in association with Richland County's Transportation Department, developed a Design-Build Package which consisted of two step process: (1) Request for Qualification (RFQ) and (2) Request for Proposal (RFP) Packages for six intersection improvements. The RFQ was issued on December 18, 2014 and two teams were shortlisted. Both the RFQ and RFP were developed to be consistent with SCDOT Design-Build Packages and included Richland County specifications developed for the Transportation Penny Program.

On July 8, 2015, the cost proposals were accepted from the two teams and evaluated. The Guaranteed Maximum Cost to Complete Bids were as follows:

C.R. Jackson, Inc.	\$9,000,000.00
Sloan Construction	\$9,940,000.00

The lowest responsive and responsible bidder for this project was 0.65% less than the internal engineer's estimate for the project.

This Design-Build Package had a Disadvantaged Business Enterprise (DBE) goal of 10%, set by SCDOT, and reviewed and accepted by the Richland County Procurement Department. As the RFQ was issued in December 2014, a Small Local Business Enterprise (SLBE) goal was not established because there were a limited amount of contractors in the program to assign such a goal, but proposers were requested to incorporate the County's SLBE policy when selecting team members. The C.R. Jackson team has a DBE commitment of 10.7% and a SLBE commitment of 6.65%

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible proposer, C.R. Jackson, Inc. based on their Guaranteed Maximum Cost To Complete of \$9,000,000.00. It is further recommended that the approval of the award also include a 10%



construction contingency of \$900,000.00 plus an additional 10% contingency of \$900,000.00 for utility relocations. The total contingency is \$1,800,000.00.

We will execute the contract and schedule the pre-construction conference once we have been notified by you that Council has approved the selection of the C.R. Jackson team.

Sincerely,

Dale Collier
Procurement Manager

Cc: Chris Gossett, PE, Deputy Director of Transportation
David Beaty, PE, Program Manager
Jennifer Bragg, PE, Assistant Program Manager

Richland County Council Request of Action

Subject

REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE:

- a. Bonding Program [**ACTION**] [**PAGES 228-230**]

Office of Small Business Opportunity Ad Hoc Committee

July 15, 2015

Bonding Program

Historically, small businesses face challenges in securing affordable bonding. Surety bonding is seen by many small businesses as a barrier to participating in large transportation projects or construction projects. Larger and/or successful firms are aware that surety bonding represents a high-powered tool in the toolbox of a successful contracting business that can help a firm better manage its business operations and open up opportunities on the large projects being let by government agencies. In fact, in most cases bonding is not an option, but a requirement for small businesses performing trades such as concrete, drainage, water & sewer, and asphalt paving, etc.

OSBO and Procurement developed a list of prerequisites (listed below) to measure and compare services offered by surety firms invited to market services to Richland County small businesses.

Prerequisites:

- 1) Minimum levels of bonds issued
- 2) Cost of bonds
- 3) Surety's bonding qualifications
- 4) History of issuing bonds to small business
- 5) Percentage of client base that are small businesses
- 6) Bonding education to small local businesses
- 7) Educational opportunities regarding financial issues small businesses encounter (financial plan, taxes, etc.)
- 8) Location and accessibility of bonding firms to RC small businesses
- 9) Cost to Richland County

Evaluation of Surety Agencies:

The surety agencies Adams Eddy & Associates and McCartha-Cobb & Associates presented services offered by their firms in separate meetings to Richland County staff. Each firm was asked questions regarding their firm's history; qualifications; ratings of bonds issued; services available for small business and was requested to address each prerequisite listed above.

A review of services was also examined for a third surety, Catalyst Surety Partners. Considering this firm is based in Charlotte, North Carolina, the firm was not considered to provide services.

Further, OSBO and Procurement attended a seminar, "Bonding Education Program" (BEP), conducted by The Mid-South Atlantic Small Business Transportation Resource Center (based in Atlanta, Georgia), which was hosted by the City of Columbia. The purpose of the seminar was to inform agencies such as Richland County of bonding education classes that will be conducted for DBEs by The Mid-South Atlantic Small Business Transportation Resource Center and other partners of U.S. DOT. Vendors will be required to attend six to nine week training seminars on bonding requirements to be considered for bonding. The surety agency partner that issues bonds for this group is located in Georgia.

Recommendation to Council re: Bonding Program:

After comparison of information from the local surety firms and examination of their responses to the prerequisites listed above, OSBO and Procurement determined the surety agency that is the best fit to provide bonding services to Richland County SLBEs is McCartha-Cobb & Associates.

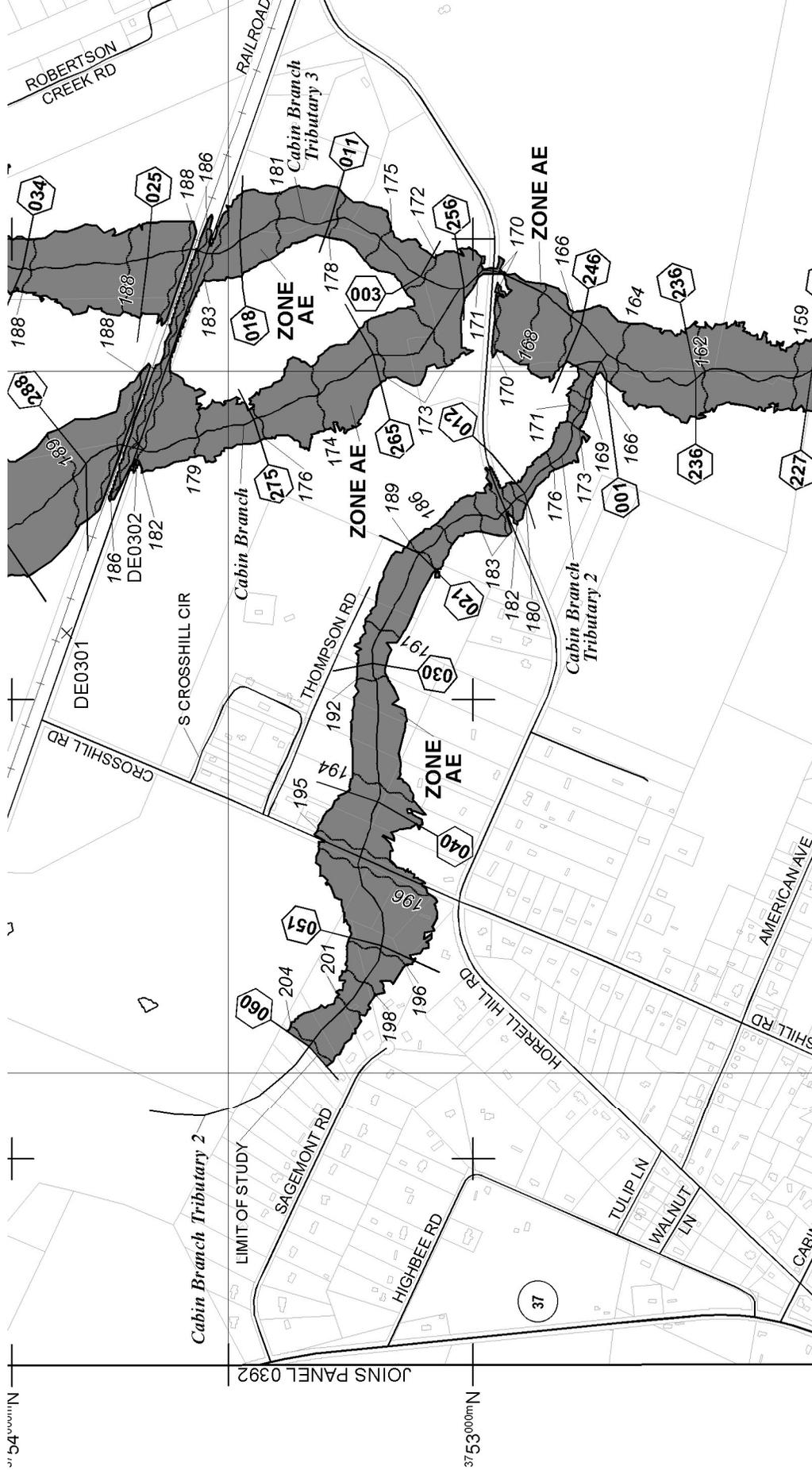
McCartha-Cobb has the best record of issuing bonds to small firms. They issue the smallest bonds; provide bonding education (no cost to small businesses); their location is in Richland County and they will provide these services at no cost to Richland County.

We respectfully request Council to approve McCartha-Cobb & Associates as the bonding company OSBO and Procurement will recommend to businesses who request information or assistance in obtaining bonding and surety services.

Richland County Council Request of Action

Subject

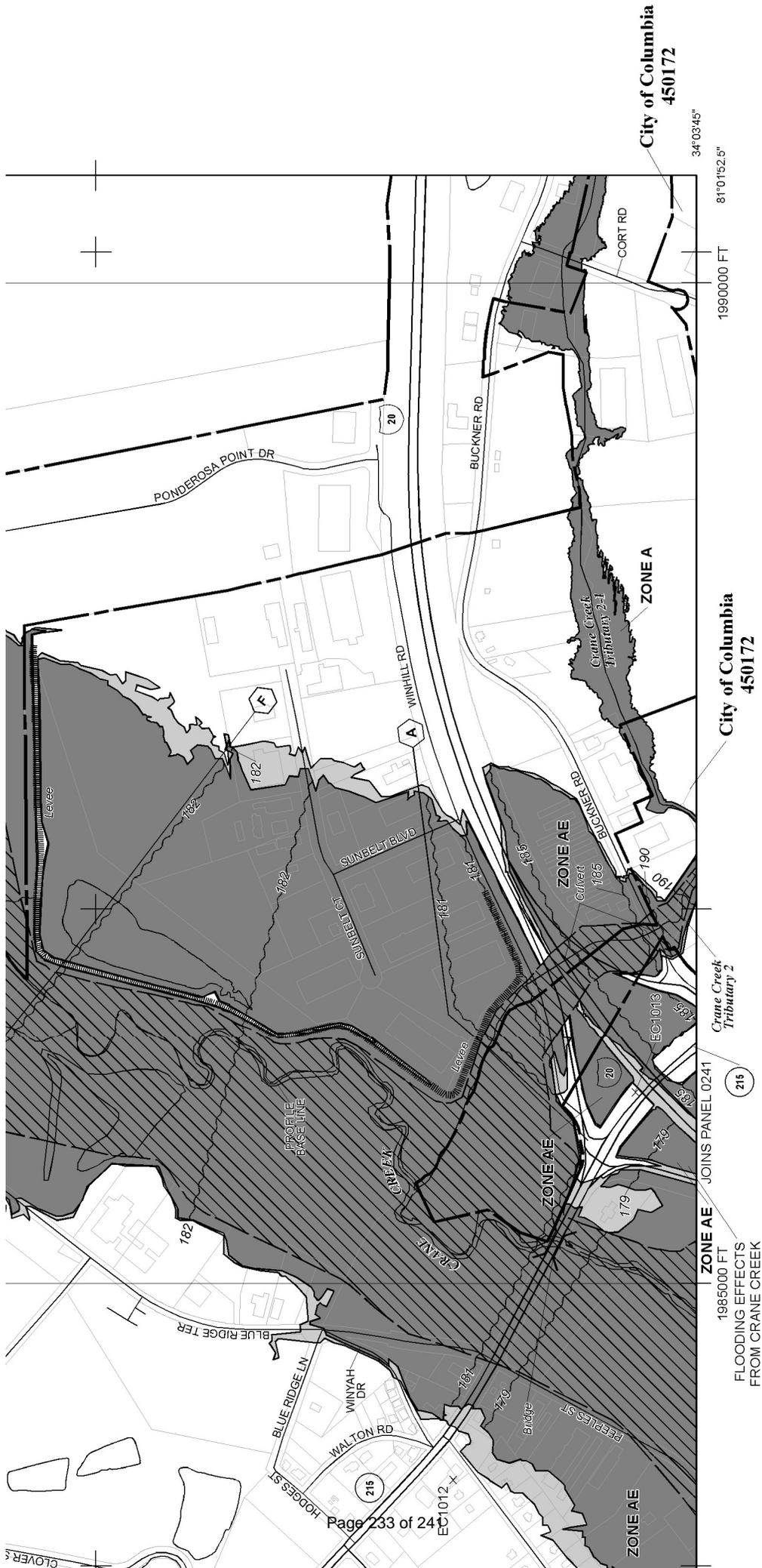
- a. Modify the Rules of Council to allow Council to respond to citizens during the Citizens Input portion of Council meetings. (Motion submitted on behalf of a Richland County resident) **[PEARCE]**
- b. During the Citizens Input portion of Council meetings, the two (2) minute timer should not start until after the citizen has stated their name and address. (Motion submitted on behalf of a Richland County resident) **[PEARCE]**
- c. Direct the County Administrator to immediately request backup data, including the model, from DNR. The backup data will be required in order to possibly move forward with screening the impacted parcels and development of appeal or LOMR for correction for disparity in the maps. Per Tolleson Ltd. and Pace Engineering Attached are nine maps of creeks and streams identified as having possible discontinuities that have negative flood impacts to property owners **[WASHINGTON] [PAGES 232-240]**



3754'0000mN

3753'0000mN

JOINS PANEL 0392



City of Columbia
450172

34°03'45"

81°01'52.5"

1990000 FT

City of Columbia
450172

ZONE AE JOINS PANEL 0241

1985000 FT

FLOODING EFFECTS
FROM CRANE CREEK

215





Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda