



Richland County Transportation Ad Hoc Committee

October 20, 2020 -2:00 PM

Virtual Meeting

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Jim Manning
 - a. Roll Call
2. **APPROVAL OF MINUTES** The Honorable Jim Manning
 - a. Committee Meeting: Sept 22, 2020 **[PAGES 2-7]**
3. **ADOPTION OF AGENDA** The Honorable Jim Manning
4. **ITEM FOR INFORMATION** The Honorable Jim Manning
 - a. Bull/Elmwood Intersection Project Individual Parcel Owner Right-of-way Acquisition **[PAGES 8]**
5. **ITEMS FOR ACTION** The Honorable Jim Manning
 - a. Transportation Department Budget Transfers **[Pages 9-37]**
 - b. Spears Creek Church Rd. Widening Design Service Order **[Pages 38-100]**
 - c. Transportation Organization **[Pages 101-103]**
 - d. Mitigation Credit Sales – Easley Combined Utilities **[Pages 104-117]**
 - e. Mitigation Credit Sales – Fielding Homes LLC **[Pages 118-131]**
6. **ADJOURNMENT** The Honorable Jim Manning



Richland County Council
Transportation Ad Hoc Committee
September 22, 2020 – 2:00 PM
Zoom Video Conference

COMMITTEE MEMBERS PRESENT: Jim Manning, Chair; Bill Malinowski, Yvonne McBride and Dalhi Myers

OTHERS PRESENT: Allison Terracio, Michelle Onley, Allison Steele, John Thompson, Rasheed Muwwakkil, Mohammed Al-Tofan, Ali Eliadorani, Ashiya Myers, Angela Weathersby, Michael Niermeier, Kyle Holsclaw, Elizabeth McLean, Alicia Pearson, Alexander Burton, Nathaniel Miller, Quinton Epps and Tamar Black

1. **Call to Order** – Mr. Malinowski called the meeting to order at approximately 2:00 PM.
2. **Approval of Minutes: July 28, 2020** – Mr. Manning moved, seconded by Ms. McBride, to approve the minutes as distributed.

In Favor: Malinowski, McBride, Manning and Myers

Not Present: Livingston

The vote in favor was unanimous.

3. **Adoption of the Agenda** – Ms. McBride moved, seconded by Mr. Manning, to adopt the agenda as published.

In Favor: Malinowski, McBride, Manning and Myers

Not Present: Livingston

The vote in favor was unanimous.

4. **Election of Chair** – Ms. McBride moved, seconded Mr. Malinowski, to nominate Mr. Manning for the position of Chair.

Ms. Myers moved to nominate Ms. McBride.

Ms. McBride did not accept the nomination.

In Favor: Malinowski and McBride

Opposed: Myers

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Abstain: Manning

Not Present: Livingston

The vote was in favor.

5. **Items for Information:**

a. **Projects in the Process of Advertisement for Construction:**

1. Resurfacing Package R – Mr. Niermeier stated this package consists of 52 roads. The preponderance of the roads are in District 11.
2. Dirt Road Paving Package K – Mr. Niermeier stated this package will be let next week. The project consists of Robert James Rd. (District 10) – 0.21 miles; Rocky Rd. (District 11) – 0.18 miles; Barkley Rd. (District 11) – 0.24 miles; South Dr. (District 10) – 0.32 miles, which equates to approximately 0.95 miles.
3. Faraway Dr. Sidewalk (Decker/Woodfield NIP) – Mr. Niermeier this a 1.5 miles ADA compliant sidewalk, which should be advertised by week's end.

Ms. McBride stated, for clarification, that Decker/Woodfield NIP is a part of the sidewalk project.

Mr. Niermeier responded that Decker/Woodfield NIP consisted of several projects.

Ms. McBride stated, for clarification, we are not doing the complete project, but individual portions of the project.

Mr. Niermeier responded they are broken down into phases. Faraway is in Phase II or III of the Decker/Woodfield NIP.

b. **Newly Approved Service Orders**

1. Blythewood Rd. Area Improvements – Creech Rd. and McNulty St. – Mr. Niermeier stated these two (2) projects are high priority for the Town of Blythewood and will be a part of the overall money the referendum has allocated for the Blythewood Improvements. Parrish & Partners were awarded the contract for these projects.
2. Crane Creek NIP – Mr. Niermeier stated this is an approximately 2.3 mile sidewalk project, which is in Phase III of Crane Creek NIP predominantly in District 7. Cox & Dinkins was awarded the contract to complete.

6. **Items for Action:**

- a. **Polo Rd. Widening Service Order** – Mr. Manning stated staff recommends approval of Service Order 11 to Cox & Dinkins for the design of the Polo Rd. Widening Project.

Mr. Malinowski stated, in the 2nd paragraph, on p. 93 of the agenda, it states there are three (3) intersections, but there are actually four (4) intersections.

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Ms. Steele responded there are three (3) full intersections and a portion of Mallet Hill.

Mr. Manning recommended updating the paragraph to include that language, for clarification.

Mr. Malinowski noted on p. 125 of the agenda there is a typo under “Final Right-of-Way Plans” that needs to be corrected prior it going to Council for consideration.

Ms. McBride inquired if the Service Order went through the procurement process.

Ms. Steele responded these are assigned to the On-Call Engineering Teams, and divided out between those firms.

Ms. McBride inquired how we decide which firm we are going to use.

Ms. Steele responded most of these were already assigned when the PDT was still managing the projects. They rotated through the firms to ensure the projects and dollar amounts were evenly distributed among the firms.

Ms. McBride inquired if there are any minority firms within the five (5) firms.

Ms. Steele responded that she was not sure, but that she does know they utilize SLBE firms.

Mr. Niermeier stated, if you review the service orders, and how they are negotiated, you will find DBEs and SLBEs among the subcontractors.

Mr. Malinowski moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve staff's recommendation to approve Service Order 11 to Cox & Dinkins.

In Favor: Malinowski, McBride, Manning and Myers

Not Present: Livingston

The vote in favor was unanimous.

- b. I-26 Widening Mitigation Credit Sales** – Mr. Manning stated staff recommends the Committee concur with these credit sales and forward to full Council for approval. This is time sensitive as the buyer has requested notice of approval prior to October 7, 2020 at 5:00 pm ET due to the Army Corps of Engineers permitting constraints.

Mr. Malinowski inquired if we received a letter requesting these credits.

Mr. Niermeier responded we were notified by Millcreek Mitigation on September 11th, but no letter was provided. The sales notice and the accompanying documents, in the agenda packet, were received by staff on September 14th.

Ms. Myers stated she remains amazed that this mitigation bank continues to make sales of credits, and there is no provision in the documents establishing the mitigation bank, or in Council Rules that requires some provision be made to give some portion of this money for improvements to the roads in the community where the mitigation bank sits. She thinks that is a major problem and oversight.

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Ms. McBride inquired as to what happens if we do not approve the mitigation credit sale.

Mr. Niermeier responded, because of the agreement between Millcreek Mitigation Holdings and Richland County, we essentially have first right of refusal in this case. If we say we are not going to sell any of our credits, then Millcreek Mitigation Holdings will sell the credits to them, which results in a lower return to us.

Ms. McBride stated, for clarification, Ms. Myers' concern is the procedure we used in the beginning.

Ms. Myers responded in the affirmative. In fact, voting on these mitigation credits was the first vote she took when she came onto Council, and she made the same point then. It seems odd the mitigation bank sits in a space where the roads are terrible, and we have no provision to improve any of that area, yet we take money from the mitigation bank for credit where other roads will be improved. She does not know that we would establish a mitigation bank in Forest Acres, and reap significant dollars, with no thought of any improvement being done where the money is being raised. She does not think those citizens' concerns would be ignored, as these citizens' concerns are. She believes it is almost criminal that all of the money goes out of the community where you are raising the money.

Ms. McBride inquired if there is anything we can do to correct this matter.

Ms. Myers responded we could always change the procedures we use, but she does not know if there is the will. She would be willing to look at a way to improve the area where this mitigation bank sits.

Mr. Malinowski stated the land was bought from an individual that wanted to sell it. He thinks regardless of where the bank is located it is not set up to put money into the community where the land is. He noted we would have to go back and change the way the County does business for everything.

Ms. Myers stated she agrees the money should be used for the whole of the County, but it should not be used to serve the whole of the County, except where the money is found. It seems to her, if we are reaping a substantial benefit from a particular part of the County, there ought to be some substantial, or even minimal, benefits that tells the community we recognize that you are giving a great service to the County, and in exchange we are going to make sure the roads you drive on are passable.

Mr. Malinowski moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve staff's recommendation.

In Favor: Malinowski, McBride and Manning

Opposed: Myers

Not Present: Livingston

The vote was in favor.

- c. **Petition for Annexation of Richland County property Three Rivers Greenway/Saluda Riverwalk** – Mr. Manning stated staff recommends the Committee concur with the Petition from the City of Columbia for annexation of the subject property from Richland County to the City of Columbia as part of the Three Rivers Greenway/ Saluda Riverwalk Project.

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Mr. Malinowski stated staff's recommendation is to request the City of Columbia to annex the property, but in the subject line of the briefing document it states, "An Ordinance Authorizing Deed to the City of Columbia for 0.509 Acres, Known as S/S Candi Lane (TMS#07208-03-01/02; Three Rivers Greenway Project)". To him, that is two different things.

Ms. McLean responded the City is going to maintain the portion that is complete. The City needs the County to give them permission to annex it, in the interim. The overall plan is to deed the property to the City. The ordinance is needed to deed the property to the City.

Mr. Niermeier stated the final drawings and surveys will be provided to the City this week, which has been their requirement to assume Phase I(a) of the project. Annexation of these properties, since they sit in the middle of the greenway, will be required by the City, in order to conduct maintenance and operations of the greenway facility.

Mr. Malinowski noted, at this point, we do not know if we are going to deed this over the City. He would hope that we would get our initial investment back. Then, the question is, if the City annexes the property, if the County will have to begin pay property taxes on the property.

Mr. Niermeier responded the County is tax-exempt, so we would not have to pay taxes.

Ms. McLean stated part of this project has been completed, and the City has already started maintaining the property. Legally, the City would be on our property, so they want to get this annexed into the City. She stated, she believes, the issue of compensation was taken care of in the original agreement with the City.

Mr. Malinowski inquired if these funds are coming out of the Transportation Penny funds.

Mr. Niermeier responded in the affirmative.

Mr. Malinowski requested the legal review on this item to be provided prior to this being taken up by Council.

Mr. Manning stated, for clarification, if we are going to do a deed, it will require Three Readings and a public hearing.

Ms. McLean responded in the affirmative.

Mr. Manning stated, for clarification, at the point of annexation, the City will be more able to properly do the maintenance work they are doing on it now. Therefore, the item before Council will be the matter of annexation and not the authorizing the deed.

Ms. McBride moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve staff's recommendation.

In Favor: Malinowski, McBride, Manning and Myers

Not Present: Livingston

The vote in favor was unanimous.

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d. **Transportation Department Organization** – Mr. Manning stated staff respectfully requests approval of the proposed organization chart (Attachment 1) which adds a Finance Manager-Transportation position to the department. The money for the position was approved in the FY21 budget, and is simply a matter of Council approving the organizational chart.

Mr. Malinowski inquired if this position will only be for the duration of the Penny Tax.

Mr. Niermeier responded this position, and every position in the department, will exist during the duration of the Penny Tax.

Mr. Malinowski inquired if the individuals are being made aware of this (i.e. signing of a document).

Mr. Niermeier stated he does not believe any of the hiring documents/offer letters have that language.

Ms. McLean noted you are not guaranteed a position for any length of time, unless you are a contract employee and have conditions for employment. The only positions that are told their position(s) are going away are those funded through a grant.

Mr. Malinowski noted, to him, an Assistant Director is the #2 person, so in the absence of the Director, the Assistant Director should have the ability to be over all other employees. The way the chart is drafted, the Assistant Director oversees the Project Managers, the Contracts and Budget Manager oversees the Inspector/CE&Is, and the Finance Director reports directly to the Director. Therefore, if there is a problem with finance management, the Assistant Director has no authority.

Ms. McBride stated, for clarification, we are being asked to vote on the organizational chart.

Mr. Manning responded, what is before us, is to add a Finance Manager, which was approved in the FY21 budget.

Mr. Malinowski moved to hold this item in committee.

Mr. Niermeier noted he would like to attempt to hire for the Finance Manager position as soon as possible, in order to get the expertise and leadership within the department.

Mr. Malinowski moved, seconded by Ms. Myers, to forward to Council with a recommendation to approve the hiring of the Finance Manager and the overall organizational chart be brought back to next month's committee meeting.

In Favor: Malinowski, McBride, Manning and Myers

Not Present: Livingston

The vote in favor was unanimous.

Ms. McBride noted the contractor installing the sidewalks on Harrison Road is doing an excellent job, but no one knows it is being funded by the Penny Tax.

6. **ADJOURN** – The meeting adjourned at approximately 3:09 PM.

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**Bull/Elmwood Intersection Project Individual
Parcel Owner Right-of-way Acquisition**

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by: Michael Niermeier

Department: Transportation

Date Prepared: October 13, 2020

Meeting Date: October 20, 2020

Legal Review	Elizabeth McLean via email	Date:	October 14, 2020
Budget Review	James Hayes via email	Date:	October 13, 2020
Finance Review	Stacey Hamm via email	Date:	October 13, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	Transportation Department Budget Transfers		

Recommended Action:

Staff recommends approval of the requested budget transfers show in Attachment 1.

Motion Requested:

Move to approve requested budget transfers.

Request for Council Reconsideration: Yes

Fiscal Impact:

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The request is to approve the budget transfers in accordance with the current transfer policy. The transfers for the greenway projects aligns the projects and program with 056-19HR (Att-3). The other transfers add unencumbered money into projects that need it for FY21. Although the department can approve budget transfers under \$100,000, approving all transfers at once reduces work on the department and budget staff.

Attachments:

1. Budget Transfer Requests
2. Council minutes March 3, 2020, pp. 16- 17
3. *056-19HR*

Attachment 1, Requested Transfers

From					To				
Project	GL	JL	Object	Amount	Project	GL	JL	Object	Amount
Broad River Road Widening	1332990000	13320005	530100	\$ 3,900,000.00	Blythewood Rd. Widening	1332990000	13320004	532200	\$ 3,900,000.00
Shop Rd. Widening	1332990000	13320013	530100	\$ 3,500,000.00	Decker\Woodfield NIP	1332990000	13320105	532200	\$ 3,500,000.00
Shop Road Extension	1332990000	13320101	532200	\$ 2,500,000.00	Spears Creek Church Road W	1332990000	13320014	530700	\$ 2,500,000.00
Shop Road Extension	1332990000	13320101	530700	\$ 875,000.00	Spears Creek Church Road W	1332990000	13320014	530100	\$ 875,000.00
530100 Acquisition				\$ 10,775,000.00					\$ 10,775,000.00
530700 Professional Services									
532200 Constrcuton									

From					To				
Project	GL	JL	Objet	Amount	Project	GL	JL	Object	Amount
Smith/Rocky Greenway A	1333990000	13330106	530100	\$ 15,000.00	Smith/Rocky Greenway C	1333990000	13330108	530100	\$ 15,000.00
Smith/Rocky Greenway A	1333990000	13330106	530700	\$ 16,400.00	Smith/Rocky Greenway C	1333990000	13330108	530700	\$ 16,400.00
Smith/Rocky Greenway B	1333990000	13330107	530700	\$ 231,400.00	Smith/Rocky Greenway C	1333990000	13330108	530700	\$ 231,400.00
Smith/Rocky Greenway B	1333990000	13330107	530100	\$ 100,000.00	Smith/Rocky Greenway C	1333990000	13330108	530700	\$ 100,000.00
Dutchman Blvd Connector	1333990000	13330111	530100	\$ 3,000.00	Polo/Windsor Greenway	1333990000	13330113	530700	\$ 3,000.00
Dutchman Blvd Connector	1333990000	13330111	530700	\$ 10,000.00	Polo/Windsor Greenway	1333990000	13330113	530700	\$ 10,000.00
Woodberry/ Old Leesburg	1333990000	13330115	530100	\$ 5,000.00	Polo/Windsor Greenway Conn	1333990000	13330113	530700	\$ 5,000.00
Woodberry/ Old Leesburg	1333990000	13330115	530700	\$ 8,000.00	Polo/Windsor Greenway Conn	1333990000	13330113	530700	\$ 8,000.00
Crane Creek Greenway A	1333990000	13330101	530100	\$ 100,000.00	Crane Creek Greenway B	1333990000	13330102	530700	\$ 100,000.00
Crane Creek Greenway A	1333990000	13330101	530700	\$ 51,000.00	Crane Creek Greenway B	1333990000	13330102	530700	\$ 51,000.00
Crane Creek Greenway C	1333990000	13330103	530100	\$ 10,000.00	Crane Creek Greenway B	1333990000	13330102	530700	\$ 10,000.00
Crane Creek Greenway C	1333990000	13330103	530700	\$ 95,000.00	Crane Creek Greenway B	1333990000	13330102	530700	\$ 95,000.00
Gills Creek Greenway B	1333990000	13330105	530700	\$ 64,481.23	Gills Creek Greenway A	1333990000	13330104	530700	\$ 64,481.23
Gills Creek Greenway B	1333990000	13330105	532200	\$ 500,000.00	Gills Creek Greenway A	1333990000	13330104	532200	\$ 500,000.00
Gills Creek North Greenway	1333990000	13330114	530700	\$ 6,120.00	Gills Creek Greenway A	1333990000	13330104	530700	\$ 6,120.00
Gills Creek North Greenway	1333990000	13330114	532200	\$ 252,000.00	Gills Creek Greenway A	1333990000	13330104	532200	\$ 252,000.00
530100 Acquisition				\$ 1,467,401.23					\$ 1,467,401.23
530700 Professional Services									
532200 Constrcuton									

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Joyce Dickerson, Calvin “Chip” Jackson, Gwen Kennedy, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio and Joe Walker

OTHERS PRESENT: Michelle Onley, Kimberly Williams-Roberts, John Thompson, Ashiya Myers, Ashley Powell, Angela Weathersby, James Hayes, Stacey Hamm, Judy Carter, Jeff Ruble, Tariq Hussain, Beverly Harris, Leonardo Brown, Larry Smith, Sandra Haynes, Brittney Hoyle-Terry, Michael Niermeier, Michael Maloney, Christine Keefer, Michael Byrd, Dwight Hanna, Ronaldo Myers, Hayden Davis, David Bertolini, Allison Steele, Geo Price, Synithia Williams, Art Braswell, Sienna Flynn, Jennifer Wladischkin, Robin Carter, Eden Logan and Shane Kitchen

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Dalhi Myers
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Dalhi Myers
4. **PRESENTATION OF RESOLUTIONS**
 - a. **A Resolution Recognizing March 2020 as Bleeding Disorders Awareness Month** – Ms. Terracio presented a resolution recognizing March s Bleeding Disorders Awareness Month in Richland County.
5. **PRESENTATION**
 - a. **On the Table Impact Report, Central Carolina Community Foundation** – Ms. Cherise Arrendale, Strategic Initiatives and Communication Manager, presented a brief overview of the “On the Table” initiative. The initiative was launched to bring community members of Richland and Lexington Counties together to informal communications about how we can make the community a better place. The full results of the report can be found on their website at www.onthetablecola.org.
6. **APPROVAL OF THE MINUTES**
 - a. **Regular Session: February 18, 2020** – Ms. McBride moved, seconded by Ms. Kennedy, to approve the minutes as submitted.

Mr. Walker noted, on p. 8 of the minutes, Item 18: “Executive Session”, that he did not second the motion to go into Executive Session.

Mr. Walker made a substitute motion, seconded by Ms. Myers, to defer this portion of the minutes until the Clerk's Office and review the record and correct the minutes.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Opposed: Manning

The vote in favor was unanimous.

- b. Zoning Public Hearing: February 25, 2020 – Ms. Terracio moved, seconded by Ms. Newton, to approve minutes as submitted.

In Favor: Terracio, Malinowski, Jackson, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Abstain: Newton

Present but Not Voting: Manning

The vote in favor was unanimous, with Ms. Newton abstaining from the vote.

Ms. Newton stated she was not in attendance for the Zoning Public Hearing, which is her reason for abstaining from the vote.

- c. Special Called Meeting: February 25, 2020 – Ms. Myers moved, seconded by Ms. Kennedy, to approve the minutes as submitted.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

7. **ADOPTION OF THE AGENDA** – Ms. McBride moved, seconded by Ms. Kennedy, to adopt the agenda a published.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

a. Richland County vs. SC Dept. of Revenue Update

b. 911 Contract Update

Ms. McBride moved, seconded by Ms. Myers, Kennedy into Executive Session.

In Favor: Terracio, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Opposed: Malinowski and Manning

The vote was in favor.

Council went into Executive Session at approximately 6:18 PM and came out at approximately 6:45 PM

Ms. Kennedy moved, seconded by Ms. Terracio, to come out of Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

Ms. McBride moved, seconded by Ms. Dickerson, to instruct the Administrator to move forward with the due diligence for the Burlington store to be used for the 911 Services and contract modification, as discussed in Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Abstain: Manning

The vote in favor was unanimous with Mr. Manning abstaining from the vote.

Ms. Dickerson moved, seconded by Ms. Kennedy, to reconsider this item.

Opposed; Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

9. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – Mr. Bart Walrath spoke in opposition of Item # 17(b): “Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for Public Infrastructure Credits to a company identified for the time being as Project Novel; and other related matters”.

10. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.) – No one signed up to speak.

11. **REPORT OF THE COUNTY ADMINISTRATOR**

a. Fairfield County's Proposed Wastewater Treatment Facility – Mr. Brown stated there was a public hearing held on February 25th in Fairfield County related to the facility. Utilities and Conservation staff attended the meeting. The proposal is to construct a wastewater treatment. It was noted the population of Fairfield County has been declining, and it was hoped this project would boost economic development and the population. Fairfield County looked at discharging into Cedar Creek, at a cost of \$30M; Broad River at an estimate cost of \$40M; or to connect to the City of Columbia sewer system, by constructing 40 miles of pipe, at an estimate cost of \$87M. Additionally, it was noted the VC Summer Nuclear Plant was projected to help with development, but is no longer viable.

b. Sale of Utility Bonds – Mr. Brown stated the County had a sale of bonds related to the sewer system.

Mr. Walter Goldsmith, Tryon Advisors, stated the County sold \$31M of bonds on February 6th. Wells Fargo was the underwriter on the transaction. Due to this being the first time the County had sold revenue bonds, they had to get a credit rating for the bonds. The County got AA3 (Moody's) and AA- (S&P) ratings. The interest rate on the bonds is 2.68% for a 30-year bond, at a cost of approximately \$1.7M per year. As a part of the transaction, a USDA loan had to be refunded. The savings from that was \$475,000.

Mr. Goldsmith also updated Council on the Transportation Program Bond Anticipation Note. They were sold through a competitive sale, and will mature this time next year. There were 8 bids, and Bank of America was the winning bidder, at an interest rate of 0.97%.

12. **REPORT OF THE CLERK OF COUNCIL**

a. Shuckin' on the Shoals, March 7, 9:00 AM – 2:00 PM, Saluda Shoals Park, 5605 Bush River Road – Ms. Roberts reminded Council of the upcoming Shuckin' on the Shoals event.

b. Transportation Greenway Informational Meeting, March 11, 5:30 – 7:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts reminded Council of the upcoming Transportation Greenway Informational Meeting.

13. **REPORT OF THE CHAIR** – No report was given.

14. **OPEN/CLOSE PUBLIC HEARINGS**

a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure Credits to Xplor Boatworks, LLC (a company formerly known to the County as Project Marion); and other related matters – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

a. 20-002MA, Tommy Wood, RS-MD to GC (1.46 Acres), 7220 Frost Avenue, TMS # R09402-02-01(p) [SECOND READING]

b. 20-004MA, Deborah Stratton, RU to NC (2.17 Acres), 4133 Clemson Road, TMS # R20281-01-27 [SECOND READING]

- c. 20-005MA, Angie Dodson, NC to GC (1.46 Acres), 1526 Leesburg Road, TMS # R16415-07-04 [SECOND READING]
- d. Approval for the development, design, and advertisement of two CTC funded sidewalk projects
- e. Approval to Purchase and Install Cooling Tower – Alvin S. Glenn Detention Center
- f. Approval to Award Construction Contract – Lakeside at Ballentine Resurfacing
- g. Approval to Award – Contract for Construction – Shakespeare Crossing Community Center
- h. Approval to Award – Southeast Sewer and Water Project Division
- i. Approval to Award – Stormwater Drainage Ditch Maintenance Contract
- j. Approval of Annual DHEC EMS Grant-in-Aid
- k. Light Detection and Ranging (LiDAR) Elevation Data Grant Match
- l. Roll-off Containers Purchase Order Increase

Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the consent items.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

16. **THIRD READING ITEM**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure Credits to Xplor Boatworks, LLC (a company formerly known to the County as Project Marion); and other related matters – Mr. Jackson moved, seconded by Mr. Walker, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

17. **SECOND READING ITEMS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for Public

Infrastructure Credits to 604 Huger, LLC; and other related matters – Mr. Jackson moved, seconded by Ms. Kennedy, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Kennedy, Walker, Dickerson, Livingston and McBride

Opposed: Newton and Myers

Present but Not Voting: Manning

The vote was in favor.

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for Public Infrastructure Credits to a company identified for the time being as Project Novel; and other related matters – Mr. Jackson moved, seconded by Mr. Walker, to approve this item.

Ms. Terracio inquired about what the rate of occupancy is for similar existing student housing.

Mr. Tushar V. Chikhliker, Nexsen Pruettt, introduced Mr. Andrew Savoy and Mr. Mark Lecocq with CRG, which are the developers.

Mr. Savoy stated he is managing the entitlement and development of the project. CRG is also concerned about the supply in the market. They have conducted two (2) market studies in the last year, which indicated the in-place occupancy is approximately 95% and pre-leased at 63% for the following year. Their two (2) most competitive properties (The Hub and The Empire) are 100% and 85% pre-leased. This indicates that there is a robust demand for walkable student housing properties, which are close to the downtown amenities.

Ms. Terracio inquired about what the current rate for a room is in one of the similarly situated housing units. In addition, what the rate will be in their new development.

Mr. Savoy stated the current rates average \$950/per bed, and their development's lease rate will be approximately \$50 more.

Ms. Terracio stated you can rent a 2-bedroom in Brooklyn for about \$2,000, so we will be competitive with their prices.

Mr. Lococq stated their project, and even their primary competitors, are just a single aspect of the overall student market that includes many properties, at many different levels of affordability. They believe a healthy housing market has options for renters at any number of levels.

Ms. Terracio inquired as to what they feel is an affordable price for a student in Columbia.

Mr. Lococq stated he honestly does not know. The properties they referenced are highly occupied, and have been for many years, which is an indication the demand is there for the current prices. They assume a certain level of elasticity with rent prices, and apartment prices are very dynamic.

Ms. Terracio stated these kinds of developments are suitable only for students. She inquired if they see any potential to market this kind of housing to anyone else, besides students.

Mr. Lococq stated the projects are purpose-built student housing. However, they are not restricted to any type of renter.

Ms. Myers inquired about the size of the unit.

Mr. Savoy stated that depends on the type of unit. The range of units are studios up to a 5-bedroom.

Mr. Manning inquired if this item went through Economic Development.

Mr. Livingston responded in the affirmative.

Mr. Manning stated, since he first got on Council, he had a tremendous concern about things that he was tasked to vote for. He has never felt that it is the local government's job to decide whether we need another "hamburger joint", how much you are going to charge for the hamburger, and how much a hamburger costs in Florida. It is the business sector, and if they are not going to make money, then they go bankrupt. He thinks it is dangerous for local government to get into what are you going to sell, where are you going to sell, whether we have enough people buying whatever they are selling. He wants to go on record that he is concerned with us ever looking at how we are going to vote on something based on how we feel, or how constituents might feel about whether we need another one of "something".

Mr. Malinowski inquired if the developers have determined what the enrollment may be in the next 3 years (i.e. flat, increasing/decreasing).

Mr. Lococq stated the University of South Carolina's projections show approximately a 3% enrollment increase over the next 5 years. They also track the percentage of students that are admitted versus the percentage that apply, which indicates a strong demand from the public to attend the colleges.

Mr. Malinowski inquired what the 3% increase will equate to, in terms of students.

Mr. Lococq stated it would be approximately an increase of 1,000 students per year.

Mr. Malinowski inquired about the size of the project.

Mr. Lococq stated it would encompass 679 beds.

Ms. Dickerson inquired if the housing will only be open to the USC students, or other surrounding colleges and universities.

Mr. Lococq stated it is open to all students.

In Favor: Jackson, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

Opposed: Terracio, Malinowski, Newton and Myers

The vote was in favor.

18. **REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

- a. Approval to Award Governmental Affairs/Political Representation Contract – Mr. Livingston inquired about how this matter was advertised.

Ms. Wladischkin stated they advertised on the Richland County Procurement website, as well as, the SC Business Opportunities, which is an online publication provided by the State of South Carolina.

Ms. Newton inquired if only one firm responded, or were they the only responsive bidder.

Ms. Wladischkin stated they were the only firm that responded.

Mr. Manning inquired when these services were last bid out.

Ms. Wladischkin stated it would have been approximately 5 years ago. It was a one-year contract, with up to four (4) one-year renewals.

Mr. Manning inquired as to when this contract would go into effect.

Ms. Wladischkin stated they would have the contract prepared, so when it is executed by both parties it will be go into effect.

Mr. Manning noted we are in the middle of a legislative session, and we are going to change our lobbyist. He inquired if that was taken into consideration, when we determined when we put the bid out and have the new contract take effect. He stated it seemed like changing the lobbyist in the middle of the session is not smart timing.

Ms. Wladischkin stated they used the contract expiration date to drive the solicitation process.

Mr. Jackson, stated for clarification, we could approve the contract and not have it start until the current contract ends.

Ms. Wladischkin stated the way the current contract is worded it would have expired by its own terms. If it is Council's will to extend the contract to the end of the legislative session, they would have to negotiate with the current provider to extend the contract.

Mr. Jackson noted having someone come in this close to end of the legislative session and have them make an appreciable difference is likely unrealistic.

Mr. Manning stated the fact our current lobbyist had no interest in applying indicates they have had their fill of Richland County, so they may be eager to get out of their contract. Of all the lobbying firms out there, we were lucky that one had an interest, which is a sad state of affairs.

Ms. Myers inquired if there is an overlap between what our individual lobbyist would be doing and what the SCAC is already doing for the County.

Mr. Smith stated the SCAC lobbyist handles matters related to all of the counties, and our lobbyist would be specific to Richland County issues.

Ms. Myers inquired if we have provided the lobbyist any specific issues in which to concentrate.

Mr. Smith stated he does not know the answer to that question.

Ms. Myers stated she has no objection to the County continuing the current contract for 2 months, if there is something specific they are working on.

Ms. McBride inquired if the number of bids received was consistent to when this matter was bid out previously.

Ms. Wladischkin stated she did not have the information tonight, but could provide the information to Council.

Ms. McBride inquired if the solicitation is limited.

Ms. Wladischkin stated the County does not have a practice of systematically seeking out vendors because we do want it to be viewed as if we are showing favoritism. We make the solicitation as objective as possible.

Ms. McBride stated she wondered if the County's outreach is far enough. Not only with this, but all over, as we recruit different companies.

Mr. Manning stated he is concerned there is no one in the room that can provide feedback on what the lobbyist has been doing for the County for the last 5 years. He noted that Ms. Terracio introduced a resolution for Council's support regarding the ERA that the lobbyist should have been working on with the Legislature. In addition, if we are paying dues to the SCAC to provide lobbyists, then why do we have this contract, and at whose bequest did we advertise for lobbyist services.

Ms. Dickerson moved, seconded by Ms. Kennedy, to defer this item until the March 17th Council meeting.

In Favor: Terracio, Malinowski, Kennedy, Dickerson, Livingston and McBride

Opposed: Jackson, Newton, Myers, Manning and Walker

The vote was in favor.

- b. Adoption of 2018 Building Codes – Ms. Myers inquired if there are measurable differences from last year to this year, and are there distinctions the citizenry would need to know about before we adopt these changes.

Mr. Zaprzalka stated the building code cycles are every three (3) years, and you basically see small modifications. He noted the State Commission of Builders commission these changes down to the counties for adoption.

Ms. Myers inquired about how we put people on notice.

Mr. Zaprzalka stated whenever you permit is how they gauge which building codes will apply. Ms. Myers inquired if the building community was already aware of the changes.

Mr. Zaprzalka stated the builders write the changes, so they are aware.

Ms. Terracio moved, seconded by Mr. Walker, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- c. Increase FY20 Budget Allocation – Central Midlands Council of Government – Ms. Dickerson stated the committee recommended increasing the Central Midlands Council of Government budget allocation by \$10,866 to make the total allocation \$189,298.

Ms. Newton stated, for clarification, these are the dues the County is obligated to pay, per the agreement with the CMCOG.

In Favor: Terracio, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Opposed: Malinowski and Walker

Present but Not Voting: Manning

The vote was in favor.

- d. Salary Adjustment for Richland County Magistrates [DENIAL] – Ms. Dickerson stated the committee sent this forward with a recommendation for denial. Since the committee meeting, she has received a request from Judge Edmond to defer this item, and bring it back at a later time.

Ms. Dickerson moved, seconded by Ms. McBride, to defer this item.

In Favor: Terracio, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Opposed: Malinowski, Manning and Walker

The vote was in favor.

POINT OF ORDER – Mr. Manning inquired if this item was being deferred back to committee or a Council meeting.

Ms. Dickerson stated it was deferred back to committee.

Mr. Manning asked that the record reflect that he voted against this item because it was not clear whether it was going back to committee or a Council meeting.

- e. Senior Resources – Request for Matching Grant Funds – Ms. Dickerson stated the committee forwarded this to Council without a recommendation.

Mr. Andrew Boozer, Executive Director of Senior Resources, stated they have a unique opportunity to receive State funding. The request before Council is for matching grant funds. He stated they have built a coalition, as he had suggested, when he appeared before Council a few weeks ago. In addition to the \$60,000 the board has committed, they have been pledged \$40,000 from two (2) corporate sponsors, and received a \$25,000 commitment from the City of Columbia, contingent upon the

award from the State. The additional \$25,000 from Richland County would fully meet the \$150,000 match required by the State of South Carolina Department on Aging.

Mr. Malinowski stated, if you are looking at a \$350,000 with a 30% match it does not total \$150,000. It equals \$105,000, so why is requested match \$150,000.

Mr. Boozer stated that was the amount dictated by the Department on Aging. The total project is \$500,000 with \$350,000 being provided by the Department on Aging's competitive grant, and the remaining \$150,000 in matching funds.

Mr. Malinowski inquired if the County has been provided any of the grant paperwork with the details of the grant.

Mr. Boozer stated he has not shared the full grant package with Council. He conferred with the Government and Community Services Department the day after the publication of the grant on January 9th.

Mr. Malinowski inquired if Senior Resources is planning to enter into a MOU with the County.

Mr. Boozer responded that was not his intention, but he is happy to work with the Legal Department and Administration to fulfill any obligations on behalf of Senior Resources. His intention is to take the money and serve the seniors of Richland County. He stated Senior Resources has over 5 decades of loyal service, and has worked closely with Richland County and will continue to do so.

Mr. Malinowski inquired what Senior Resources offers that the Lourie Center does not offer.

Mr. Boozer responded the Lourie Center is a membership- based senior center that was originally built in 1991 with the same grant funds before Council. Senior Resources serves needs-based to Richland County seniors who are in need of food, education, exercise and in-home services, at no cost to the seniors. Senior Resources services, as opposed to the Lourie Center, which is membership-based, are provided to the seniors through their relationship with the Central Midlands Council of Governments' Agency on Aging.

Mr. Malinowski stated the Lourie Center requested one-time funding years ago, yet they continue to receive funding year-after-year.

Mr. Boozer stated Senior Resources has not submitted a one-time capital request to Council in over 30 years. They purchased the building they operate in outright, with their own funds. They funded a \$300,000 renovation to the Meal-on-Wheels kitchen in 2017, without any funding requested. He stated they are honored the County supports Senior Resources, and its services, with their operating budget.

Mr. Malinowski stated he is aware Senior Resources receives \$500,000 from the County each year, but they also receive other outside donations. In 2019, they received at least \$50,000, and he does not know where those funds went.

Mr. Boozer stated those private funds are dedicated to the services, and not designated toward the capital fund.

Mr. Malinowski inquired as to what kind of responsibility the County will have to Senior Resources if the County provides the requested funding.

Mr. Smith stated, since this will be in reference to matching grants, he does not know if there will be any grant stipulations, but he would imagine that tied to this will be some type of requirements. The requirements will be in writing, in terms of what they are supposed to do with the money, and how they are to account for it.

Ms. Newton stated, looking at the briefing document, it says, limited funding is available, and it is advised that we not exceed \$25,000. She interpreted that to me there is \$25,000 available to meet the matching request.

Mr. Hayes indicated that was correct.

Ms. Newton stated, for clarification, this item was referred to Council without a recommendation; therefore, it will require a motion.

Ms. Dickerson responded in the affirmative.

Ms. Myers moved, seconded by Ms. McBride, to approve the one-time matching grant fund request for Senior Resources in the amount of \$25,000.

Ms. Newton made a friendly amendment to make the receipt of the funds contingent upon them securing the matching funds for the grant.

In Favor: Terracio, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

Opposed: Malinowski

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. Myers, to reconsider this item.

In Favor: Malinowski

Opposed: Terracio, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The motion for reconsideration failed.

19. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. Approving the sale of certain property located on Farrow Road; and other related matters [FIRST READING] – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski stated he hopes when this comes back for 2nd Reading that additional details are provided. The only information provides is there is 200+ acres for sale. We do not know who is buying it, and there are no maps provided. It was his understanding that we recently passed rules that govern the sale of County property. One of the important matters, in selling County property, was that it was supposed to be publicly listed with a realty company. If we start selling property to people or entities because they want to have it, it seems that is not transparent.

Mr. Jackson stated some of the questions raised by Mr. Malinowski were discussed in Economic Development Committee, and he will ensure the answers are provided in the briefing documents at 2nd Reading.

Ms. Dickerson inquired if this is the same property we were using for the soccer and baseball fields.

Mr. Ruble indicated it was not.

In Favor: Jackson, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Opposed: Terracio, Malinowski and Newton

Abstain: Manning

The vote was in favor.

20. **REPORT OF RULES & APPOINTMENTS COMMITTEE**

a. **NOTIFICATION OF VACANCIES**

1. Accommodations Tax – Two (2) Vacancies (1 applicant must have a background in the lodging industry & 1 applicant must have a background in the cultural industry)
2. Hospitality Tax – Three (3) Vacancies (Two applicants must be from the Restaurant Industry)
3. Employee Grievance Committee – Eight (8) Vacancies (Must be a Richland County employee; 2 seats are alternates)
4. Board of Assessment Appeals – Six (6) Vacancies
5. Board of Zoning Appeals – One (1) Vacancy
6. Building Codes Board of Appeals – Six (6) Vacancies (One applicant must be from the Architecture Industry, One from the Gas Industry, One from the Building Industry, One from the Electrical Industry & Two from the Fire Industry, as alternates)
7. Procurement Review Panel – Two (2) Vacancies – (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
8. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)
9. Community Relations Council – Six (6) Vacancies
10. Historic Columbia – One (1) Vacancy
11. River Alliance – One (1) Vacancy
12. Music Festival – Two (2) Vacancies
13. LRADAC – One (1) Vacancy

14. Central Midlands Council of Governments – Three (3) Vacancies

15. CMRTA – Two (2) Vacancies

Mr. Malinowski stated the committee recommended advertising for the vacancies.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

Mr. Livingston stated there was discussed about the CMRTA Board, and not having both of the vacancies filled by citizens.

Mr. Malinowski stated that matter has not been taken up by the Rules and Appointments Committee. The advertisement will state there are two (2) vacancies, but does not stipulate if they are citizens or Council member vacancies.

b. NOTIFICATION OF APPOINTMENTS

- I. Planning Commission – Three (3) Vacancies – Mr. Malinowski stated the committee recommended appointing Ms. Beverly Diane Frierson, Mr. Terrence J. Taylor, Sr. and Mr. Bryan Grady.

Mr. Jackson stated he has not been given the opportunity to review the applicants. He has not seen their resumes, or any information on their qualifications to fill the Planning Commission vacancies. However, he trusted the Rules and Appointments Committee has vetted them appropriately. Therefore, he will trust their recommendations based on that, and that alone.

In Favor: Terracio, Malinowski, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Opposed: Jackson and Manning

The vote was in favor.

Mr. Manning inquired if the Council Rules are on the website.

Mr. Malinowski stated according to the Clerk's Office they are not on the website.

Mr. Manning suggested taking that up during the discussion of the updated Council Rules, so citizens are aware of the rules governing Council.

Mr. Malinowski stated Ms. Terracio has forwarded a recommendation to place the Council Rules on the website.

M

21. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Gills Creek Maintenance Agreement [FOR INFORMATION] – Mr. Jackson stated this item is only for information and refers to the City’s role and responsibility with the Gills Creek Maintenance Agreement once it has been signed by the Administrator.
- b. SERN Financial Participation Agreement between SCDOT and Richland County – Mr. Jackson stated this agreement, if executed, will enable SCDOT to reimburse the County \$33,000 for addressing a drainage issue on Rabbit Run, as a part of the County’s SERN Project. The committee recommended approval of this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- c. Mitigation Bank Credit Sales – City of Sumter, Shot Pouch Greenway – Mr. Jackson stated the revenue generated will be approximately \$122,000, and the funds will go back into the Transportation Penny Program Fund. The sale of the mitigation bank credits does not have any adverse impact on the available mitigation bank credits needed to continue. The recommendation is to approve the sale of the mitigation bank credits to the City of Sumter.

Mr. Walker inquired if this sale represents, at least, a net break even, that we have in this mitigation bank, on a per credit sale, or a profit.

Mr. Niermeier stated he does not have the answer, but he believes we have data to support it. Mr. Epps from Conservation was unable to attend tonight’s meeting, and may be able to provide that information.

Mr. Jackson moved, seconded by Ms. Dickerson, to defer this item until the March 17th Council meeting.

Mr. Livingston inquired if this item was time sensitive.

Mr. Niermeier stated that Mr. Epps did not indicate it was time sensitive.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson and McBride

Opposed: Livingston

Present but Not Voting: Manning

The vote was in favor.

- d. Shop Road Extension Phase I Road Transfer – Mr. Niermeier stated the matter before Council is the turnover of Shop Road Extension Phase I to the State in return for an equivalent lane mile assumption by the County. The State ordinance dictates they cannot take anymore roads into their system, so for every lane mile that gets built an equivalent amount has to go back to the other body (i.e. Richland County). We were given a list of roads to by SCDOT that would equate to the

approximate 4.25 lane miles created by Shop Road Extension Phase I. The County Engineer reviewed the list, and those roads are included in the briefing document included in the agenda packet. The roads are primarily within subdivisions.

Mr. Jackson stated the committee recommended approval.

Ms. Myers inquired about how the recommended roads were determined. It seems to her that a contiguous section would be easier to maintain.

Ms. Steele stated the list of roads were determined in consultation with SCDOT and County staff. Presently, there is a mixture of State and County roads in these communities, so with us taking the roads over it will make the community more uniform.

Ms. Myers inquired if it would not be easier on our maintenance program to take over a span of road that is 1.6 miles, rather 1.6 miles spread over the County. In addition, what is the logic behind taking over this many short stretches of road, each of which will require separate maintenance?

Ms. Steele responded it is not an exact 1 mile for 1 mile, since Shop Road is 4-lanes and the roads we are taking over are 2-lanes. Therefore, we have to take over 4 miles, and it is hard to find one road at that exact length. She stated ½ of the roads are SCDOT and ½ County. Some of the SCDOT roads have been recently resurfaced, so it is in our best interest to take over these roads, make it a more uniform neighborhood, and receive roads that have been resurfaced over the last year.

Ms. McBride stated she believes the recommendation makes sense. This is one time we are looking at the community, and the needs of the people. We have a hodgepodge of roads, and this brings more consistency.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

- e. **Department Transfer of Funds between Projects – Mr. Jackson stated this item was brought up before with regards to giving the Transportation Department the ability to transfer up to \$100,000 within their budget to keep the projects moving. However, one of the conditions is that they will report any transfer actions to the Transportation Ad Hoc Committee on a quarterly basis. The committee recommends approval of this item.**

Ms. Newton inquired if the Transportation Department would be making the accounts whole, which you transfer from, on a regular basis.

Mr. Niermeier stated they will be reallocating, as needed, within an approved Council budget. Therefore, in the next budget cycle they would plan to make the project whole, as necessary.

Mr. Livingston stated one concern he has, and he expressed at the committee meeting, is with the size of some of the projects he is not sure \$100,000 is enough.

Mr. Brown responded they are going to phase into this, and show Council staff has the ability to manage this appropriately. If, at a future time, Council realizes there needs to be an additional amount, then you will have an opportunity to review our performance.

In Favor: Terracio, Malinowski, Jackson, Newton, Kennedy, Walker, Dickerson, Livingston and McBride

Abstain: Myers

The vote in favor was unanimous, with Ms. Myers abstaining from the vote.

- f. Staff Augmentation Selection Approval – Mr. Jackson stated the recommendation is to approve the seven (7) firms that are listed in the briefing document.

Mr. Walker stated his only concern is the noted deficiency in not having a CPA certified accountant vetted in the Transportation Program. He hopes that is taken into consideration when growing our Transportation Department.

In Favor: Terracio, Malinowski, Jackson, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Abstain: Newton

Present but Not Voting: Manning

The vote in favor was unanimous with Ms. Newton abstaining from the vote due to a potential conflict of interest.

- g. North Main CEI Services Contract Approval – Mr. Jackson stated because the cost exceeded \$100,000 the project had to be competitively solicited. There are eight (8) vendors on the County's pre-qualified CEI vendor list. Of those eight, five submitted proposals. After consolidating evaluations, Brownstone Construction was the highest ranked offeror. As you may know, Brownstone was one of the organizations that worked as a part of the PDT.

Mr. Walker stated he continues to be concerned with engaging in and letting contracts with entities with which we have not completely remedied, or rectified, outstanding issues.

Mr. Jackson stated, for clarification, Brownstone is not directly linked in any litigation. The larger entity may be, but they are a separate independent contracting organization that is not tied to any current lawsuit or litigation that is ongoing.

Mr. Smith stated, a couple months ago the County amended the Complaint to include the joint venture, as well as, the individual members of the joint venture. The Complaint was amended out of concern that once the dissolution occurred we would not be in a position to figure out their respective positions.

Ms. Myers stated, for clarification that would then be a direct conflict?

Mr. Jackson moved, seconded by Ms. Kennedy, to defer this item for clarification.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

Mr. Livingston noted there was a recent incident on North Main regarding a gas line. He inquired if CEI Services play a role in that.

Mr. Niermeier responded it is typically the contractor's responsibility, but they work with the utility company, who is responsible for marking the utilities. In this incident, the utility was not marked.

22. **REPORT OF THE DETENTION CENTER AD HOC COMMITTEE**

- a. Architect Firm to Design a Medical and Mental Health Housing Unit for the Alvin S. Glenn Detention Center – Ms. Myers stated there was a RFQ solicitation completed utilizing the County's standard procurement guidelines. The bidders were qualified, and Moseley Architects was selected from the qualified bidders. The proposal would allow the Detention Center to build a new medical facility to house detainees. Approximately 42% of the current critical space beds are being used by mental health patients who cannot be housed with other people. There are currently 336 inmates with mental health needs, and 223 of those are seriously mentally ill.

Ms. Myers stated the committee recommended the use of up to \$185,000 to direct Moseley Architects to design a medical and mental health housing unit for the Detention Center.

Mr. Malinowski stated he did not see in the briefing document where the amount of up to \$185,000 was listed.

Ms. Myers stated the amount was discussed in committee. It was discussed whether the whole contract should be let, or just the portion for design. The design portion is what is being let now, and we will come back once we have what the engineers have brought back to us for the full amount.

Mr. Malinowski inquired if the firms that submitted their qualifications aware of the amount, when they submitted their proposal.

Ms. Wladischkin stated the prices would have been negotiated, based upon our budget. There is a budget for the building in its entirety, and the design portion is a percentage of that amount.

Mr. Malinowski inquired if we know what these individual companies will charge because when you look at the evaluations there is a 2 point difference between the one that was chosen, and the second place one.

Ms. Wladischkin stated State Law prohibits us from awarding based on price, so that is why we use the RFQ process. The County can then enter into negotiations. If the County does not feel the \$185,000 is fair and reasonable, they are welcome to negotiate with highest ranked offeror. If they are unable to reach a mutual agreement with that offeror, they can move to the 2nd ranked offeror, and so on until they feel the County's best interest has been met.

Mr. Malinowski inquired if it is automatic that the highest ranked offeror gets the first right of refusal. One of the things he was looking at is that the 2nd ranked offeror scored higher on their ability to do business with the County, and he would think you would want a company that has a better ability to work with the County.

Ms. Wladischkin stated they look at the overall score to come up with the highest ranked.

Mr. Malinowski noted that the needs assessment was done 3 ½ years ago. He inquired how accurate that is compared to today.

Mr. Myers stated the project was put on hold, so they did not get anything until they started back looking at trying to build the mental health and medical facilities. The RFQ solicitation was done in February 2019.

Mr. Malinowski stated he does not believe the RFQ and the needs assessment are one and the same.

Mr. Myers stated they are moving forward to do what CGL recommended.

Mr. Manning inquired, in terms of the mental health unit, if someone is assessed by a counselor and determined to be at an extreme risk for suicide, and the counselor calls 911 the First Responders that respond will take the individual to the Detention Center instead of the hospital.

Mr. Myers stated he could not speak on that. He does know they get a lot of detainees that have mental health problems. He does know, if they are calling to get a bed, it difficult to get a bed through the Department of Mental Health, even if it is an emergency. You may be go to the hospital and be admitted, but normally there is a long waiting period through the Department of Mental Health.

Mr. Malinowski stated, for clarification, the intent is to build two separate facilities.

Mr. Myers responded one will be for mental health needs, and the other will be for medical needs.

Mr. Malinowski stated it would seem to him it would be less expensive to build one large facility with a wall in the middle and two separate entrances.

Mr. Myers stated this part of what Moseley Architects is being tasked to help us decide on, and where to build the facility.

In Favor: Terracio, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Opposed: Malinowski

Abstain: Manning

The vote was in favor.

23. **OTHER ITEMS**

- a. FY20 – District 5 Hospitality Tax Allocations – Mr. Manning moved, seconded by Ms. Myers, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Kennedy, Dickerson and Livingston

Opposed: Walker

Present but Not Voting: Myers, Manning and McBride

The vote was in favor.

Ms. Myers moved, seconded by Ms. Terracio, to reconsider this item.

In Favor: Walker

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson and Livingston

Present but Not Voting: McBride

The motion for reconsideration failed.

24. **EXECUTIVE SESSION** –

In Favor: Terracio, Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Opposed: Malinowski, Jackson, Manning and Walker

The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 8:31 PM and came out at approximately 9:19 PM

Mr. Manning moved, seconded by Mr. Walker, to come out of Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

- a. Richland County vs. SC Dept. of Revenue – Ms. Myers moved, seconded by Ms. Newton, to accept the settlement recommendation, discussed in Executive Session, to resolve fully, and finally, all outstanding SCDOR claims.

Mr. Jackson stated he wanted to go on the record stating the decisions we make are serious decisions each time we meet, and have a lasting impact on the entire County. He tries to give it his best effort. He is not an accountant, lawyer, etc., so he depends on the advice, recommendations, and guidance of those experts in making decisions he thinks will benefit. Once he gets their best advice, he is willing to make the tough decision and let the chips fall where they may. However, he does not want anyone to mistake our decision as a body to be taken lightly, or without serious grave concerns. Tonight, this is one of those for him. Even though he is going to support the decision, it is with grave concern that he supports it.

In Favor: Terracio, Jackson, Newton, Myers, Kennedy, Walker, Dickerson and McBride

Opposed: Malinowski, Manning and Livingston

The vote was in favor.

Mr. Walker, moved, seconded by Ms. Myers, to reconsider this item.

In Favor: Malinowski and McBride

Opposed: Terracio, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson and Livingston

The motion for reconsideration failed.

Ms. Myers moved, seconded by Ms. Terracio, to reconsider the agenda to add the Motion Period.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

25. **MOTION PERIOD**

- a. Move to halt RC's demolition of the 200 year old church on Tolliver St. in Little Camden, and use some or all of the \$300,000 secured by Councilwoman Myers and ED to establish (with significant community consultation and input) a community center and playground area on that site, while safeguarding whatever portions of the structure remain and are structurally sound [MYERS] – This item was referred to the A&F Committee.
- b. Move to mobilize the \$2 Million approved through budgeted year 2018 and 2019 to expand the current Richland County Magistrate's facility in Hopkins to include the Historic Trail Building and a Sheriff's CAT Team Headquarters as desired and requested by the community [MYERS] – This item was referred to the A&F Committee.
- c. Move to empower the Administrator to immediately begin working with local, regional and state officials to prepare Richland County for any needed action in response to the Coronavirus (employing the use of emergency funds), if such actions become necessary [MYERS] – Ms. Myers moved, seconded by Ms. Terracio, for unanimous consent to move this item forward.

Mr. Manning stated he agrees we want the Administrator too immediately, if he has not already, begun working. The concern he has with this is it seems like this is work the County Administrator should do. If we are starting a precedent that things, he thinks, a County Administrator ought to do, then where do we draw the line on what he can do without waiting for a motion to say, if there is an emergency, do something. If you need money in the budget, what he has the ability to expend, he can. If he needs more funding than he has the authority to expend, we can have a Special Called meeting. He wants the Administrator to do anything, and everything, in regards to this virus. He just believes procedurally, if we are going to start a precedent of he only does those kinds of things, when there is a motion, then it sets a bad precedent for when and what an Administrator can do.

Ms. Myers stated her motion goes toward funding. The Administrator might be at a point where it becomes a problem, and he would have to have a Special Called meeting to access funds. Rather than have a Special Called meeting, we would give him the authority, and allow him to report back to us.

Mr. Livingston stated the Mayor, the City of West Columbia, and himself have exchanged emails to schedule a time to meet in the near future.

Mr. Malinowski stated when we had the floods and other disasters we did not give the Administrator direction. The Administrator took action and utilized the funds, as needed. He trusts the Administrator's expertise and opinion to do what he needs to do, when he needs to do it, and spend what funds he needs. He does not believe the Administrator is going to use the whole reserve fund.

Mr. Manning stated with this motion the Administrator could use the whole reserve fund.

Ms. Myers withdrew her motion.

The motion was referred to A&F.

26. **ADJOURNMENT** – The meeting adjourned at approximately 9:30 PM

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 056-19HR

AN ORDINANCE AMENDING ORDINANCE 039-12HR, THE ORDINANCE AUTHORIZING THE ONE PERCENT (1%) TRANSPORTATION SALES AND USE TAX; SO AS TO AMEND THE PROJECTS LIST AS IT RELATES TO GREENWAYS.

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

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Richland County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-37-10, Code of Laws of South Carolina 1976, as amended, the County enacted Ordinance 039-12HR (the "Transportation Penny Ordinance") which includes a projects list (the "Projects List").

(b) The Projects List includes fifteen (15) greenway projects (the "Greenway Projects") as a part of the Bike/Pedestrian/Greenway projects section.

(c) The Greenway Projects have a total funding amount of \$20,970,779. One project has been completed, and one project is in the final stages of construction. The thirteen (13) remaining projects are:

1. Gills Creek Ph. A
2. Gills Creek Ph. B
3. Gills Creek Ph. C
4. Smith\Rocky Branch Ph. A
5. Smith\Rocky Branch Ph. B
6. Smith\Rocky Branch Ph. C
7. Crane Creek Ph. A
8. Crane Creek Ph. B
9. Crane Creek Ph. C
10. Columbia Mall Greenway
11. Polo\Windsor Lake Connector
12. Woodbury\Old Leesburg Connector
13. Dutchman Boulevard Connector

(d) The County Council has evaluated the recommendations of the Program Development Team and the Richland County Conservation Commission and has determined that in order to complete as many of the remaining Greenway Projects, and portions thereof, as possible with the remaining dedicated funds, the County will need to reallocate funds within the Greenway Projects.

(e) The County Council finds that all of the amendments provided herein are consistent with the intent of the Transportation Penny Ordinance and will integrate well with the current conditions and characteristics of the County.

SECTION 2. Amendments to Greenway Projects. Pursuant to the above findings and determinations, the Greenway Projects are hereby amended as provided herein, and for the reasons provided in conjunction:

1. Gills Creek Ph. A; Gills Creek Ph. B.; Gills Creek Ph. C.

Original plans - \$2,246,160; \$2,785,897; \$344,667 (\$5,376,724)

Gills Creek A is currently in the design phase with its northern termini beginning at Ft. Jackson Boulevard and extending approximately 4,400' to Mikell Lane.

Gills Creek B is an approximate 5.8 mile greenway with trails and boardwalks along a tributary to Gills Creek from Wildcat Creek to Leesburg Rd.

Gills Creek C is a planned as a 3,000' greenway with trails and boardwalks extending from Forest Drive to Quail Lane.

Amended plan/amount – Remove Gills Creek B (\$2,785,897) and Gills Creek C (\$344,667) from the Projects List; and reallocate funding from both sections to Gills Creek A. Extend Gills Creek A to Timberlane Dr., or as appropriate, and

allow for additional coordination with ongoing October 2015 flood mitigation efforts. Total new allocated amount for Gills Creek A - \$5,376,724.

Reasons for amendment – The County sent out 600 resident surveys in the affected areas. Gills Creek B and C received very little support and mainly negative comments. Most resident favored Gills Creek A, as amended (on the west side.)

2. Smith\Rocky Branch Ph. A; Smith\Rocky Branch Ph. B; Smith\Rocky Branch Ph. C

Original plans – \$431,183; \$1,415,316; \$901,122 (\$2,747,621)

The project scope is a greenway with trails and boardwalks that will border Smith Creek and Rocky Branch.

Smith\Rocky Branch A is 4,400' and would run from the Three Rivers Greenway to Clement Rd. along Smith Creek.

Smith\Rocky Branch B is 4,700' and would run from Clement Rd. to Colonial Dr. along Smith Creek.

Smith\Rocky Branch C is 1.70 miles and would run from Granby Park to Gervais St. along Rocky Branch

Amended plan/amount - Remove Smith\Rocky Branch A (\$431,183) and Smith\Rocky Branch B (\$1,415,316) from the Projects List; and reallocate funding from both sections to Smith\Rocky Branch C. Design Smith\Rocky Branch C from Olympia Park to Granby Park. Total new allocated amount for Gills Creek C - \$2,747,621.

Reasons for amendment – The City of Columbia has coordinated with a developer who has committed to constructing a portion of Smith\Rocky Branch C from Olympia Avenue towards the Congaree River terminating at a utility substation approximately 1,500' from the Congaree River. As a result of the comments received from the public meeting and coordination with project stakeholders and greenway planners with previous knowledge of the projects, as well as safety considerations, project impacts, and available funding, the PDT recommends reallocating the funds from Smith\Rocky Branch A and B to Smith\Rocky Branch C such that the greenway constructed by the developer could be continued to the Congaree River and connect with the existing Granby Park greenway.

3. Crane Creek Ph. A; Crane Creek Ph. B; Crane Creek Ph. C

Original plans - \$1,541,816; \$460,315; \$793,908 (\$2,796,039)

Crane Creek A is about 2.10 miles and runs from Monticello Rd. along Crane Creek to the Three Rivers Greenway terminus at the City of Columbia canal headworks along the Broad River.

Crane Creek B extends about 4,000' from the Three Rivers Greenway along the Broad River and following a City of Columbia easement to a point near the intersection of Mountain Dr./Clement Road/Duke Road.

Crane Creek C was presented as a greenway extending from the CIU campus southward along a utility easement approximately 2 miles to a point near I-20.

Amended plan/amount - Remove Crane Creek A (\$1,541,816) and Crane Creek C (\$793,908) from the Projects List; and reallocate funding from both sections to Crane Creek B. Design Crane Creek B to provide connectivity to the existing Three Rivers Greenway from the neighborhoods along Clement and Duke Roads. Total new allocated amount for Gills Creek C - \$2,796,039.

Reasons for amendment – The County hosted, through the PDT, a public meeting regarding Crane Creek A, B and C. 39 citizens attended. Of the 35 comments received, over half favored Section B. Sections A and B did not have sufficient public support.

4. Columbia Mall Greenway

Original plans - \$648,456

Amended plan/amount – No amendment.

5. Polo\Windsor Lake Connector; Dutchman Boulevard Connector

Original plans - \$385,545; \$105,196 (\$490,741)

The Polo/Windsor Lake Greenway is a proposed greenway and trail approximately 4,000' in length. This project would begin at Windsor Lake Blvd. north of I-77 and follow the general alignment along the I-77 and I-20 interchange to the intersection of Alpine Rd. and Polo Rd. The benefit of the project is that when completed, users can access Alpine Rd. and Polo Rd. sidewalk projects linking locations such as Cardinal Newman School, Sesquicentennial State Park, and Two Notch Rd. With the mix of residential, commercial, and recreational facilities in close proximity to the greenway, this project would have a positive impact for the community. It will also provide a safe route to sidewalks that will be used for neighborhoods and roads located by both termini.

The Dutchman Blvd. Connector is a proposed 2,000' greenway and trail from Broad River Road along Dutchman Blvd. to a point along Lake Murray Blvd. The proposed route is in a commercial/industrial area and most businesses in this area are engaged in activities such as warehousing, wholesale, light manufacturing, and distribution. Dutchman Blvd. terminus is a cul-de-sac, where the proposed greenway would continue through the adjacent parcels to Lake Murray Blvd.

Amended plan/amount – Remove Dutchman Blvd. Connector (\$105,196) from the Projects List; and reallocate funding to Polo/Windsor Lake Greenway. Total new allocated amount for Gills Creek C - \$490,741.

Reasons for amendment – The parcels needed to complete the Dutchman Blvd. Connector have been developed since the Transportation Penny Ordinance passed. The Polo/Windsor Lake Greenway is underfunded and needs additional funds for completion.

6. Woodbury\Old Leesburg Connector

Original plans - \$116,217

The Woodbury/Old Leesburg Greenway is a proposed to be a 1,000' greenway and trail. It is proposed to connect Old Leesburg to Woodbury Rd. as a way to avoid using the Trotter Rd. /Leesburg Rd. Intersection.

Amended plan/amount – Remove Woodbury\Old Leesburg Connector (\$116,217) from the Projects List.

Reasons for amendment – Aerial photographs and site visits do show a pathway where people have used this proposed route, most likely for offroad vehicles and foot traffic, but it is not an official thoroughfare. One terminus, proposed at Woodbury Rd., sits at the far corner of a single-family residential neighborhood, and would have the greenway go between two residences. The other proposed terminus is at a small crossroads intersection. Currently, the Old Leesburg terminus has few small commercial buildings including a bar/grill, a barber shop, and a small trailer park. As this area has little new development, there does not appear to be enough demand, current or future, to warrant a greenway.

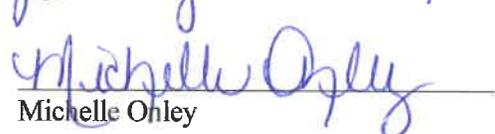
SECTION III. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

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

SECTION V. Effective Date. This ordinance shall be effective from and after December 3, 2019.

RICHLAND COUNTY, SOUTH CAROLINA

By: 
Paul Livingston, Chair
Richland County Council

ATTEST THIS 7th DAY OF
January, 2019

Michelle Onley
Deputy Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE


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

Date of First Reading: October 15, 2019
Date of Second Reading: November 5, 2019
Date of Public Hearing: December 3, 2019
Date of Third Reading: December 3, 2019

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by: Michael Niermeier, Director

Department: Transportation

Date Prepared: October 13, 2020

Meeting Date: October 20, 2020

Legal Review	Elizabeth McLean via email	Date:	October 14, 2020
Budget Review	James Hayes via email	Date:	October 13, 2020
Finance Review	Stacey Hamm via email	Date:	October 13, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	Spears Creek Church Rd. Widening Design Service Order		

Recommended Action:

Approve the Holt Service Order #19 for the Spears Creek Church Rd. Widening Project.

Motion Requested:

Approve the Holt Service Order #19 for the Spears Creek Church Rd. Widening Project.

Request for Council Reconsideration: Yes

Fiscal Impact:

The fee for this service order is \$2,424,509.39 with a contingency of \$242,225.93 for a total amount of \$2,666,735.32.

Currently, JL 13320014 has \$1,171,404.14 available. The remaining amount of \$ 1,495,331.32 will be added contingent upon Council approval of the requested budget transfer.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The original scope of this project was to widen Spears Creek Church Rd. from a two-lane to a five-lane road between Two Notch Rd. and Percival Rd. This project was approved by Council on May 5, 2020 to be descoped to bring the cost of the project back under its original referendum amount. The new scope for this project is to widen the road from a two-lane to a three-lane road between Two Notch Rd. and Jacobs Mill Pond Rd.

This service order covers the 100% design, permitting, and construction phase services for the project.

Attachments:

1. Holt #19 Service Order
2. Scope of Services
3. Fee Proposal

Service Order
For
On Call Engineering Services Agreement

SERVICE ORDER NO. Holt #19

Date: October 13, 2020

This Service Order No. Holt #19 is issued by Richland County, South Carolina (the “County”), to Holt Consulting Company, LLC. (the “Consultant”) pursuant to that Agreement dated April 14, 2020 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: December 1, 2020
2. Completion Date: *See Exhibit A – Scope of Services - Schedule*

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

1. Paul A. Holt, P.E. (Principal)
2. Jeff Mulliken, P.E. (Sr. 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>	\$	2,422,259.39
<i>Approved Direct Expenses</i>	\$	2,250.00
<i>Cost Plus Fixed Fee</i>	\$	<u>0.00</u>
<i>Total</i>	\$	2,424,509.39
<i>Contingency – Not to Exceed*</i>	\$	242,225.93

**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 _____, 2020.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____ (L.S.)

Its: _____

Date: _____

CONSULTANT:

HOLT CONSULTING COMPANY, LLC

WITNESS:

By: _____ (L.S.)

Its: _____

Date: _____

ATTACHMENT "A"
SCOPE OF SERVICES AND SCHEDULE
SPEARS CREEK CHURCH ROAD (S-53)
IMPROVEMENTS

Introduction

Holt Consulting Co. (CONSULTANT) has been authorized by Richland County (COUNTY) to provide engineering services for the widening of Spears Creek Church Road (S-53) in Richland County, South Carolina. Spears Creek Church Road is considered a Rural Minor Arterial by the South Carolina Department of Transportation (DEPARTMENT). The DEPARTMENT holds all public rights-of-way adjacent to the project corridor and assumes all maintenance responsibilities for those said rights-of-way.

The project will consist of potential improvements along the existing roadway from north of the intersection with Two Notch Road (US 1) and just before the westbound I-20 entrance / exit ramps, for a total length of approximately 2.3 miles. The project is proposed to pedestrian accommodations.

Project Location - The project is in Richland County, northeast of the City of Columbia; however, a large portion of the project is within the City of Columbia municipal limits – between Jacobs Millpond Road (S-1097) and the end of project.

Existing Conditions – Spears Creek Church Road is an existing 2-lane, earthen shoulder and ditch section roadway for the majority of the alignment, from just past Two Notch Road to just before Earth Road, for approximately 1.23 miles. The road transitions to a 3-lane, earthen shoulder and ditch section facility from Earth Road to just past the intersection with Pontiac Business Center Drive / Southridge Way, for an approximate distance of 0.63 miles where the roadway transitions back to a 2-lane roadway until the proposed end of project at the I-20 ramps.

Spears Creek Church Road crosses Spears Creek and associated floodway via dual 60-inch, reinforced concrete pipes between Jacobs Millpond Road and Earth Rd. Walden Pond and associated dam structure is situated adjacent to the southbound direction of Spears Creek Church Road at this crossing. The Walden Pond dam failed during the 2015 flood event, breaching the spillway, overtopping Spears Creek Church Road and demolishing the roadway south of the existing dual 6'x6' reinforced concrete box culvert. The new RCPs were installed in this damaged area of roadway to the south of the culvert. This dam has not been repaired to pre-flood conditions to-date. Most recent coordination from 2016 stated that the owners of the pond and dam were planning for permanent breach of the dam.

Summary of Anticipated Services - An outline of the services anticipated for this project is shown below.

- Task 1: Project Organization and Management
- Task 2: Surveys
- Task 3: Environmental Services/Permitting
- Task 4: Traffic Analysis
- Task 5: Concept Report
- Task 6: Geotechnical Investigation
- Task 7: Stormwater Management/ Hydraulic Design
- Task 8: Sediment and Erosion Control/NPDES Permitting
- Task 9: Roadway Plans
- Task 10: Transportation Management Plan
- Task 11: Bridge Plans
- Task 12: Pavement Marking and Signing
- Task 13: Railroad Coordination
- Task 14: Subsurface Utility Exploration
- Task 15: Utility Coordination
- Task 16: Right-of-way Services
- Task 17: Bidding Services
- Task 18: Construction Phase Support

Quality Control

The CONSULTANT shall implement all necessary quality control measures to produce plans and reports that conform to COUNTY guidelines and standards. Prior to submittal to the COUNTY, all plans and reports shall be thoroughly reviewed for completeness, accuracy, correctness, and consistency. Subconsultants for this project will be required to implement and maintain a stringent quality control program as well. The COUNTY reserves the right to request QA/QC documents (red-lines, checklists, etc) from the CONSULTANT with project deliverables.

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:

- ◆ On-Site Project meetings between the COUNTY, DEPARTMENT and CONSULTANT for clarification of scope, discussion of concepts, review of submittals, etc. at the discretion of the COUNTY. It is assumed there will be four (4) such meetings
- ◆ 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 34-month design schedule which will impact the duration of preparing invoices, status reports, and schedule updates.
- ◆ The CONSULTANT will provide coordination with its SUB-CONSULTANTS during the execution of their work. Assume a 34-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 organizations affected by this project to incorporate the needs and desires of these organizations into the decision-making process. It is assumed the CONSULTANT will attend six (6) project meetings (1 each month during the design services) and two (2) additional review coordination meetings with the DEPARTMENT, COUNTY, and others, as applicable. The CONSULTANT will attend these meetings and will prepare all necessary display materials, meeting agendas and minutes.

Deliverables:

1. Thirty-Four (34) status reports (approximately monthly) and updated schedule. Four (4) additional meetings may be held specific to miscellaneous coordination efforts.
2. Meeting agendas and meeting minutes covering all project meetings. Meeting agendas are to be provided to the COUNTY within two (2) business days prior to all meetings. Meeting minutes are to be provided to the COUNTY within three (3) business days after all meetings.

Task 2

SURVEYS

Photogrammetric Mapping

- All estimated direct costs for specific project tasks will require supporting documentation.

Survey Control

- The CONSULTANT shall paint ground control panel points to control the entire mapping polygon, the majority of the control shall be set on hard surfaces in order to cover the mapping area with the exception of any locations where hard surfaces do not exist. A permanent marker shall be placed at the surveyed location of the panel points: PK nail (painted) or rebar (non-hard surface).
- All control shall be observed using Digital Levels or equivalent method and tied to the South Carolina State Plane Grid Coordinate System using NAD83 (current adjustment) horizontal datum and NAVD88 vertical datum.
- A Survey Report detailing methods, ID's and coordinates shall be supplied to COUNTY in a digital format and signed and sealed by a South Carolina Professional Land Surveyor.

Data Acquisition

RGB Aerial Imagery

- The CONSULTANT shall design a flight layout that is suitable for a 0.25' pixel resolution for the project's digital orthophotos using a matching tilting scheme.
- Color Imagery shall be acquired with the sun angle being 30 degrees or higher, skies are free of haze, clouds and smoke.
- The photography will be flown at 60% forward overlap, and will not contain any excessive tip, tilt, crab or cloud cover.
- All flight plans shall be designed by a Certified Photogrammetrist and approved prior to acquisition.
- The RGB Aerial Imagery shall be controlled with an industry standard airborne Position and Orientation System (POS) (which shall include both an inertial measurement unit (IMU) and a global positioning system (GPS)) as well as ground control. This POS and ground control will provide accurate photo center positions to triangulate the entire block of imagery.
- The CONSULTANT shall perform a rigorous orthophoto rectification of all imagery.
- The rectified orthophotos shall have a constant scale, and all ground features shall be presented in their true locations without disturbing relief displacements.
- The CONSULTANT shall provide a digitally ortho-rectified mosaic (s) of the project area in both a TIF and SID format.
- See project index for details.

LIDAR Scan Data

- The CONSULTANT shall acquire the airborne Light Detection and Ranging (LiDAR) scan data with a current industry standard Airborne Laser Scanner (ALS) capable of achieving the project accuracy specifications.
- The airborne LiDAR scanning sensor shall be controlled with an industry standard airborne Position and Orientation System (POS) (which shall include both an inertial measurement unit (IMU) and a global positioning system (GPS)) while simultaneously collecting ground based GPS data to be used for post processing the airborne laser scan data for correlation to project control.
- The ALS shall have the ability to generate a pulse rate of at least 20 points/m² from 2000 AGL.

Data Processing - LiDAR flights shall be calibrated to each other and to the ground control panels.

- A statistics report showing delta XY & Z residuals shall be produced to ensure the accuracy of the laser hits vs. ground control check panels.
- Using LiDAR processing software, the CONSULTANT shall classify all LiDAR data into bare earth models and vegetation classes (low, medium and high), and output all LiDAR classes upon request.
- QA/QC of the LiDAR data shall be done in 3D on softcopy stereo plotters during classification.
- See project index for details.

Digital Aerial Triangulation

- The CONSULTANT shall precisely perform automatic digital aerial triangulation based on the airborne GPS/IMU data collected during the photography mission and the survey control panels.
- Automatic tie point matching shall be done on all image areas to best contribute to the strength and quality of the block.
- See project index for details.

Mapping

- The CONSULTANT shall map all visible and identifiable planimetric (2D) physical features that lie within the project mapping limits to a minimum horizontal accuracy in accordance with the Federal Geographic Data Committee (FGDC) Geospatial Positioning Accuracy Standards and applicable extensions and revisions. Mapping will be delivered in Microstation format, using current SCDOT CADD standards, with a mapping scale of 1"=20'. All items deemed to be significant within the project corridor will be mapped and shall include, but not limited to, the following:
 - Hydrological features - ponds, lakes, rivers, etc.
 - Paved surfaces – roads, drives, etc.
 - Vegetation – wooded area boundaries, trees, hedges, etc.
 - Utilities – poles, towers, pedestals, billboards, manholes, catch basins, etc.

- The CONSULTANT shall map all (3D) profiles at the edge of pavements, roadway crowns, and travel-ways as defined by SCDOT using Digital Terrain Methods (DTM) and shall be vertically accurate to within 0.10' (0.05'RMS) on all paved surfaces. On all other surfaces (ground), vertical accuracy will be within .5'. The resulting mapped (3D) elements should be sufficient for the creation of a bare earth DTM to meet the project accuracy requirements.
- Any elevated visible bridge structures will be mapped in (3D) but excluded from the final bare earth DTM and provided in a separate data set.

Specifications

Production procedures for photogrammetric mapping surveys shall be in accordance with the standards established by the Federal Geographic Data Committee (FGDC) Geospatial Positioning Accuracy Standards and applicable extensions and revisions.

Deliverables

1. Signed and Sealed Survey and Mapping Report.
2. Signed and Sealed Photogrammetric Certification Project Report.
3. Statistics Report of LIDAR Data (showing density, XY&Z RMSE).
4. Color digital Orthophotos @ 0.25' pixel in TIF and SID format.
5. Color digital Orthophoto Mosaic in Tif and SID format.
6. 2D Planimetric Microstation CADD file (.dgn).
7. 3D Bare Earth DTM Microstation file (.dgn).
8. 3D Bridge DTM Microstation file (.dgn).
9. GeoPak Bare Earth DTM Triangulated Integrated Network (.tin) file.
10. Calibrated and Classified LAS tiles (available is requested).
11. Bare Earth LAS files (available gridded or all points).
12. 5' grid ascii (available if requested).

Field Surveys

The CONSULTANT will perform all surveying tasks meeting or exceeding the requirements set forth in the SCDOT Preconstruction Survey Manual and all state and local regulations regarding land surveying. Mapping limits are shown in the attached Exhibit 1.

- The CONSULTANT shall conduct necessary field surveys for the proper development and control of aerial LiDAR mapping services. Field survey services for the preparation of aerial LiDAR mapping shall include the placement of aerial panels at pre-determined and coordinated locations within the project area. Panels shall be either V-shaped (2-foot legs with 1 foot width) or X-shaped (1 foot legs on each side with 1 foot width). Field survey of the panels will be performed utilizing the South Carolina VRS Network to establish horizontal coordinates referenced to the South Carolina State Plane Coordinate System (NAD 83/2011) for each panel point. Elevations referenced to the NAVD 88 Vertical Datum will be established for each panel by performing differential level loops to the accuracy necessary for LiDAR mapping accuracy. An ASCII or .txt file shall be provided containing the horizontal coordinates and vertical elevations of each panel point. It is anticipated that 32 Aerial Target points will be needed for this project.

- The CONSULTANT will establish Primary Survey Control (PSC) utilizing a #5 rebar with a 2” diameter aluminum cap set flush with the ground. PSC positional accuracy will be derived from GPS observations involving 3 different observation timeframes to obtain the best positional accuracy. PSC will be set as azimuth pairs at each end of the project. Main Survey Control (MSC) will be established between the PSC at intervals of approximately 600 feet. Secondary Survey control will be established from PSC or MSC points as needed and will be considered temporary. All survey control points will be based on the South Carolina State Plane Coordinate System. (NAD83/2011). Vertical control project benchmarks (PBM) will be based on (NAVD88) and established at approximately 1200 linear feet intervals along the project limits utilizing differential leveling procedures maintaining a maximum error of closure of 0.05 foot times the square root of the length of the level run in miles and will be tied to a National Geodetic Control monument with the appropriate vertical accuracy. Sufficient planning in the establishment of the Survey Control Network (SCN) will be required to provide for future use of and/or the accurate re-establishment of the SCN. It is assumed that approximately 8 PSC and 18 MSC survey control points and 12 project benchmarks will be needed for this project.
- The CONSULTANT will perform plat and deed research of all parcels affected by the S-53 Spears Creek Church Road project. The plats and deeds will be used in conjunction with tax maps and GIS data plot the individual properties, within the project limits, and create property strip maps. The most current SCDOT docket record construction plans relative to the project will be researched to aid in the completion of the best-fit alignment and existing right of way. It is assumed that approximately 110 properties will be researched for the Project and approximately 18,700 linear feet of road centerline will be used to establish Right-of-Way lines.
- The CONSULTANT will field locate and survey utilizing the SCN the detectable property monuments within the project limits to facilitate the mapping of properties from deed and/or plat information of record. Any monumentation of existing right of way for S-53 and other SCDOT roads, within the project limits, will be tied to the SCN. This is considered a partial survey and does not constitute a full boundary survey. There are approximately 110 properties for the S-53 Spears Creek Church Road project.
- The CONSULTANT will establish a BEST-FIT EXISTING ROADWAY ALIGNMENT. Research to compile all available roadway construction and right of way plans from SCDOT and county or municipalities will be performed. Utilizing any available SCDOT, county or municipality plans and the existing roadway centerline, a best-fit alignment shall be established utilizing all available information. It is assumed that approximately 18,700 feet of best fit road alignment will need to be calculated.
- The CONSULTANT will produce property mapping, showing property lines drawn from existing deeds and /or plats of record of the subject properties. Existing right of way of S-53 and other roads, within the project limits, will be mapped utilizing any existing right of way monumentation and existing SCDOT Docket plans.
- The CONSULTANT will Supplement Aerial Mapping by field surveying those planimetric (2D) and topographic breakline (3D) features (such as buildings, fences, trees, poles, top bank, edge of asphalt, walls, etc.) that are obscured on the aerial mapping within the project limits. It is assumed that approximately 13 (10% of project footprint) acres will need to be surveyed.

- The CONSULTANT will perform surveys of existing drainage outfalls within the survey project area. Outfall surveys will extend 250' upstream or downstream from the end of the drainage structure and include survey data at least 15' beyond the ditch top of bank. Outfall alignments will be created along the centerline of the outfalls with Points of Intersections at all major bends. It is assumed that approximately 1,000 feet of drainage features will need to be surveyed.
- The CONSULTANT will obtain two (2) field surveyed cross sections upstream (one (1) at the face of existing drainage structures and one (1) at the existing rights-of-way) and one (1) downstream at the face of the existing drainage structures for use in the development of the preliminary hydraulic models necessary to perform a preliminary hydraulic study of the FEMA Special Flood Hazard Area along Spears Creek Church Road.
- The CONSULTANT will process acquired survey data and prepare base mapping to include breaklines that reflect field conditions. Each point of the processed survey will include Point ID, Northing, Easting, Description, and Elevation. Complete mapping and linework will be included displaying all planimetric information.
- The CONSULTANT will field survey wetland boundaries within the project limits and prepare a wetlands map for submittal purposes. It is assumed that approximately 1,200 feet (based on NWI information) of wetlands boundaries will need to be surveyed.
- The CONSULTANT will locate and field survey existing storm structures within the project limits. Information obtained will include top and invert elevations, pipe size and pipe material. There are approximately 30 (based on google earth count) storm structures within the S-53 Spears Creek Church Road project.
- The CONSULTANT will locate and field survey existing sewer structures within the project limits. Information obtained will include top and invert elevations, pipe size and pipe material. There are approximately 30 (estimated based on linear footage) sewer structures within the S-53 Spears Creek Church Road project.
- The CONSULTANT will perform New and Existing Right of Way staking surveys on affected parcels within the project corridor as needed for acquisition purposes. Right-of-way staking will consist of placing 36-inch stakes (or paint in paved areas) at all proposed right-of-way breaks, sight triangles and spaced at 100-foot intervals in tangents and 50-foot intervals in curves. It is assumed that approximately xx right-of-way staking points will need to be surveyed.
- The CONSULTANT will provide supplemental surveying services on an as-needed basis. Forty (30) hours of field crew time and twenty (25) hours of office time shall be utilized for estimation purposes. These hours may also be used for additional survey required due to potential shifts and raising of the alignment of the secondary roads.
- The CONSULTANT will provide TRAFFIC CONTROL and SAFETY work zones. Traffic control work zones will be established in compliance with the Manual of Uniform Traffic Control (MUTCD) and the SCDOT Work Zone Safety Manual. Work zone devices will be placed at each end of the work zone area, if along an existing roadway, each day consisting of a BEGIN SURVEY sign, a WORK ZONE Next_ miles in the middle of the work zone and an END SURVEY sign at the end of the work zone. It is assumed that approximately 70 days of traffic control will be needed.

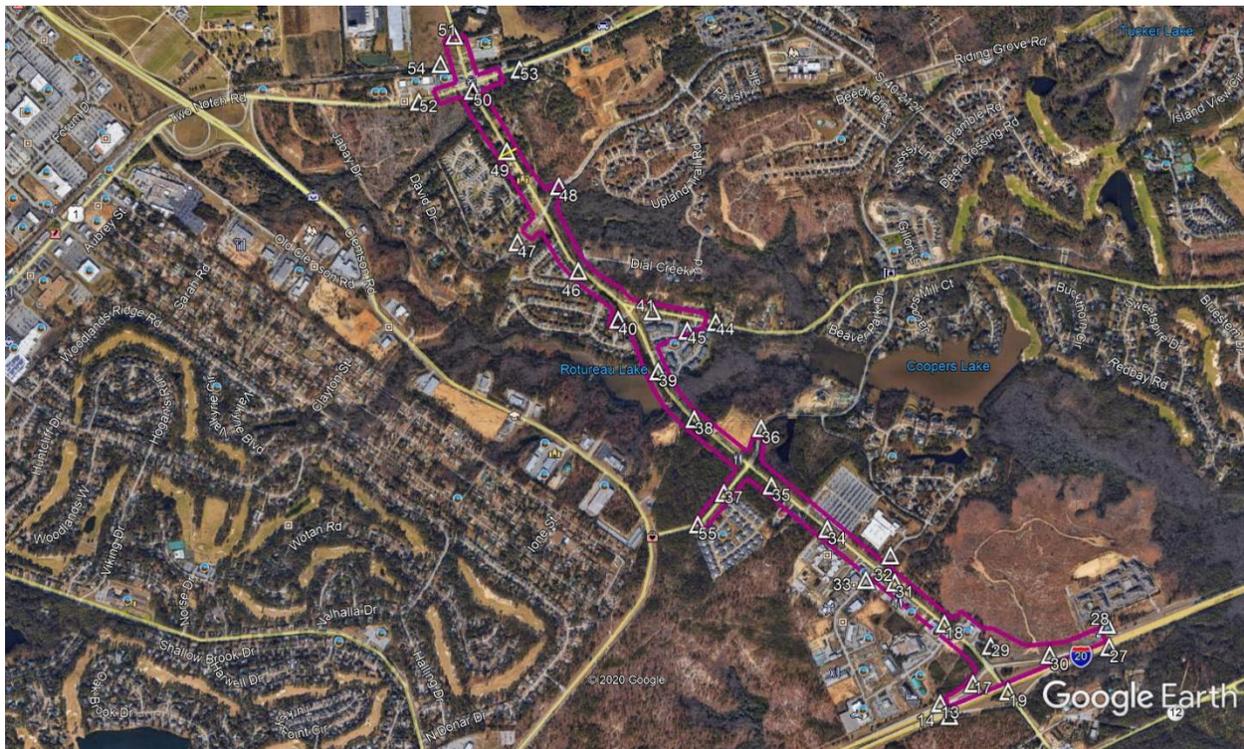
- CONSULTANT will survey a total of seventeen (17) cross sections at 25' intervals to extend 200' either side of the existing centerline of CSXT Railroad track. Cross sections will extend 10' beyond the existing CSXT Railroad Right-of-Way on each side.
- Railroad right of entry agreements/insurance and flagmen costs will be necessary for surveys in railroad rights of way (included in Task 13)

Deliverables:

1. Digital copy of Planimetric survey data (2D) in Microstation format.
2. Digital copy of Topographic Breakline data (3D) in Microstation format.
3. Digital copy of Digital Terrain Model in Microstation format.
4. Digital copy of all courthouse Deeds, Plats and Property Ownership records.
5. Digital copy of signed and sealed Wetland Exhibit survey.
6. Digital copy of signed and sealed Survey Control Data sheet(s).

Project Index

Project details and a general project mapping limit are shown below.



Project Mapping Limits

Aerial Mapping Control

- This project anticipates aerial Target pairs (32 Aerial Targets) will be required for this project. Any substantial variation from this quantity will require prior approval from the COUNTY.

- The CONSULTANT anticipates the panel point pair interval of approximately **1000** feet will be sufficient to achieve the project accuracy with panel point pairs not exceeding a maximum spacing of **1500'** between any panel point pairs.
- The CONSULTANT anticipates **32 panel points** will be required. Any substantial variation from this quantity will require prior approval from the COUNTY.

Data Acquisition

RGB Aerial Imagery

- The CONSULTANT anticipates **4 flight lines** will be required. Any substantial variation from this quantity will require prior approval from the COUNTY.

LIDAR Scan Data

- The CONSULTANT anticipates **9 flight lines** will be required. Any substantial variation from this quantity will require prior approval from the COUNTY.

Data Processing

- CONSULTANT estimates **500 acres** of mapping data will be acquired within the aerial mapping limits.

Digital Aerial Triangulation

- The CONSULTANT anticipates **50 exposures** will be required. Any substantial variation from this quantity will require prior approval from the COUNTY.

Mapping

- a. CONSULTANT estimates **129 acres** of mapping data will be acquired within the aerial mapping limits.

Task 3

ENVIRONMENTAL SERVICES/PERMITTING

The below general scope of services shall be considered and referenced when scoping detailed work assignments and any associated assumptions. It is assumed that one (1) Programmatic Categorical Exclusion (PCE) document will meet NEPA documentation requirements for the projects. If there is no federal transportation funding or FHWA involvement in the project, a Permit Support Document for the US Army Corps of Engineers (USACE) will be generated by the CONSULTANT to satisfy NEPA requirements.

Environmental Project Management

- Project Status Meetings - To provide consistent communication and updates throughout the life of the project, status meetings will be held. It is anticipated that the CONSULTANT lead for NEPA and Permitting will attend the project status meetings. It is anticipated two (2) project status meetings will be held. The CONSULTANT will prepare a draft agenda and distribute it to designated participants for preparation and

comment prior to each meeting. The **CONSULTANT** will provide a summary of each status meeting.

- Team Meetings - Team Meetings, for environmental, will be used in order to address outstanding, complex, or sensitive issues that arise during the development of the project requiring special attention. It is anticipated that the **CONSULTANT** leads for both NEPA and Permitting will attend the team meetings. It is anticipated two (2) team meetings will be held. The **CONSULTANT** will prepare a draft agenda and distribute it to designated participants for preparation and comment prior to each meeting. The **CONSULTANT** will provide a summary of each status meeting.

Deliverables:

- Two (2) Project Status Meeting Agendas and Meeting Summaries;
- Two (2) Team Meeting Agendas and Meeting Summaries

Initial Field Surveys and 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.
- Desktop Survey - The **CONSULTANT** shall perform a desktop including but not limited to: assessing readily available GIS data (soils, hydrography, National Wetlands Inventory, etc.).
- Establish Study Area - The **CONSULTANT** shall define the proposed study area to be utilized during the environmental analysis and review. The **CONSULTANT** will coordinate with project engineers, project managers, and environmental staff from the **COUNTY** to ensure that the study area sufficiently encompasses proposed design alternatives to the greatest extent practicable.

Environmental Analysis and Review

- Land Use - The **CONSULTANT** will evaluate the existing land uses within the project study area and any future land use plans for the area.
- Farmlands - **CONSULTANT** will evaluate farmland impacts, including a determination of the presence of prime or unique farmlands or farmlands with statewide importance. Coordination with the NRCS, including completion of Form AD-1006, and review of the alternatives pursuant to the Farmland Act will be completed.

- Cultural Resources (Historical, Archaeological) – The **CONSULTANT** will perform Cultural Resources studies and provide the report to the **COUNTY**. The **CONSULTANT** will incorporate the findings of the report into the NEPA document.
- Parks and Recreational Areas - **CONSULTANT** shall identify these areas within the project area and the impacts of the project on the resource(s).
- Social and Economic - **CONSULTANT** shall evaluate the existing demographic, social, and land use conditions.
- Displacements - **CONSULTANT** will identify all potential business and residential relocations that will occur as a result of the project.
- Environmental Justice - **CONSULTANT** shall identify any low-income and/or minority areas within the general project area, using US census data and determine if there are potentially disproportionately high and adverse effects on these population as a result of the project.
- Air Quality - The **CONSULTANT** shall evaluate the overall effects of the project on air quality, and indicate the Attainment or Non-Attainment status of the county of the roadway is to be improved or constructed.
- Wetlands / Water Quality - The **CONSULTANT** shall quantify the anticipated impacts to waters of the U.S., and provide a qualitative discussion regarding the types of streams, wetlands, and other waters of the U.S. being impacted in the context of the adjacent and surrounding waters of the U.S., including proximity of 303(d) and/or TMDL listed waters. If the project would be constructed in the vicinity of 303(d) and/or TMDL waters, then stormwater control measures, both during construction and post-construction would be required in accordance with the **COUNTY** MS4 Permit. The **CONSULTANT** shall also include a discussion regarding the overall effects to water quality.
- Threatened & Endangered Species Survey - **CONSULTANT** will perform an investigation for federally listed threatened or endangered species/habitat evaluation during the U.S. Fish and Wildlife Service’s optimal survey windows for the specific species. Fieldwork should be conducted during field days for other studies, such as wetland/stream delineations, to the greatest extent practicable. The results of the investigation will be incorporated into the environmental document as a Biological Evaluation (BE) for Threatened and Endangered Species. The **CONSULTANT** shall comply with Section 7 of the Endangered Species Act and provide the appropriate reports to the **COUNTY**. If informal consultation with the USFWS is required, **DEPARTMENT** or **USACE** shall be responsible for performing this part of the project development process. Any concessions in either the scope of work or construction activities or mitigation measures will require prior **COUNTY** and **DEPARTMENT** approval, and once approved by USFWS, shall be included as an environmental commitment in the environmental document. Any correspondence or communication with USFWS must receive prior approval by the **COUNTY** and **DEPARTMENT**. If formal consultation is required, FHWA or USACE

will initiate and handle, but additional scope and fee negotiations will be required for CONSULTANT to provide supplemental information.

- Migratory Birds -The federal Migratory Bird Treaty Act, 16 USC § 703-711, states that it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not.

The COUNTY/SCDOT will comply with the Migratory Bird Treaty Act of 1918 in regard to the avoidance of taking of individual migratory birds and the destruction of their active nests. The CONSULTANT will assess the study area for the presence of Migratory Birds. It should be noted in the environmental document as a commitment if there is a potential for migratory bird impacts.

- Floodplains - Based on the results of a hydraulic design study performed according to SCDOT Guidelines for Hydraulic Design Studies the following statements should be included in the environmental document where applicable: Regarding FEMA designated floodways, the CONSULTANT shall include either a ‘no effect’ statement or a ‘conditional letter of map revision;’ otherwise the CONSULTANT shall include a statement that “based on the hydraulic analysis of the pre-construction and post-construction discharges, the planned roadway improvements will have no significant impact on either flood elevations or flood widths.” A floodplain checklist will be completed and included as an Appendix to the environmental document. For all bridge replacement projects, a qualified Hydraulic Engineer will complete the Bridge Replacement Scoping Trip Risk Assessment Form. The results of the assessment will be summarized in the NEPA document and the completed assessment form will be attached as an appendix.

NEPA Document – Programmatic Categorical Exclusion (PCE) or Permit Support Document

For the NEPA Documents the CONSULTANT shall include the following:

- Environmental Commitment Form - CONSULTANT will complete an Environmental Commitment Form for the PCE and include it in the front of the Environmental Documentation. CONSULANT will utilize standard commitment language provided in the Environmental Commitment From template. If a non-standard commitment is required, CONSULTANT will provide draft language to the COUNTY/SCDOT for review and approval.

- Programmatic Categorical Exclusion - **CONSULTANT** will complete one (1) PCE Checklist form.
- Alternatives - **CONSULTANT** will complete an alternatives analysis of the no-build and one on alignment alternative.
- Documentation Delivery - **CONSULTANT** will provide the **COUNTY** with copies of the DRAFT PCE or Permit Support Document and the FINAL PCE or Permit Support Document with all appendices and associated background information.
- QA/QC of Environmental Document - **CONSULTANT** will follow the **COUNTY** QA/QC Guidance and complete required reviews of the environmental document.

Deliverables:

- Form AD-1006 for environmental document appendix;
- Electronic PDF version of BE;
- Electronic PDF Floodplain checklist and Bridge Replacement Scoping Trip Risk Assessment;
- Electronic version of Environmental Commitment Form;
- Electronic version of Draft PCE or Permit Support Document;
- Electronic version of Final PCE or Permit Support Document;
- QA/QC review Checklist.
- Phase I Environmental Document

Public Involvement

- Public Involvement Plan - The **CONSULTANT** shall be responsible for developing a public involvement plan to effectively involve the public in the project’s decision-making process as outlined in **COUNTY** Public Involvement Policy. Public Involvement Plans range from informal descriptions of proposed public involvement activities to formal written plans that go into greater detail regarding the schedule and timing of various public involvement strategies.
- The **CONSULTANT** will develop and provide to the **COUNTY** a list of property owners and stakeholders such as businesses, schools, shopping centers and home owners associations (HOA), within the project corridor. The **CONSULTANT** will provide this list a minimum of two months prior to the planned public meeting. The **COUNTY** will provide a template document for development of the contact list. The **COUNTY** will be responsible for development and mailing of public notice letters as well as the development of any media releases for promotion of the meeting (via social media, print and / or television notification).

- One (1) public meeting is proposed for this phase of the project. The meeting is proposed to be conducted following development of the concept report.

The **CONSULTANT** shall prepare a meeting plan that provides meeting logistics, including but not limited to: meeting date, time, location, schedule for the meeting, and venue contact info. The plan should also list project team members who will be working the meeting and given an assigned role. Materials will be brought, and the responsibility of each item listed out should also be included. In addition, the **CONSULTANT** should plan a pre-meeting (at least a week prior) for all project team members to discuss the meeting and project, as well as, a chance to review any printed displays and materials. (The displays to be brought to this meeting should be the exact size planned to be on display at the public information meeting.) The **CONSULTANT** should assume one (1) meeting with **COUNTY** staff as a planning session to review the public meeting plan and documentation.

The **CONSULTANT**, with input from the **COUNTY**, shall prepare all project design-related public meeting materials, (deliverables would include plan view displays, project overview maps, typical sections, as applicable). The **CONSULTANT** shall provide draft copies (hard copy and pdf) of all display materials to be presented at the public meeting to the **COUNTY** for review, a minimum of 15 business days prior to the meeting. The **CONSULTANT** will also provide the **COUNTY** with final PDF versions of the displays for the public meeting one week prior to the meeting for posting on the **COUNTY** website. The **COUNTY** will be responsible for the printing of the meeting handout, comment card and sign-in sheets. The **CONSULTANT** should assume minor coordination efforts and / or **COUNTY**-requested review of these documents.

The **COUNTY** shall provide security guards from local law enforcement agencies or private security firms for the public meeting. The **COUNTY** will also be responsible for fabricating and erecting signs to be placed along the project corridor, as well as any directional signage needed at the public meeting venue. The **COUNTY** will also procure and bring all other items not specifically mentioned below to be provided by **CONSULTANT**.

The public meeting will tentatively be scheduled for 5:00 pm to 7:00 pm on a Tuesday (scheduled around Council meetings) or Thursday at a venue along, or near, the project corridor. The **COUNTY** will be responsible for procuring the venue and determination of date and time.

The public meeting is planned as an open-house style meeting. The **COUNTY** may conduct a brief, formal presentation at some time during the public information meeting.

The **CONSULTANT** shall attend the scheduled public meeting and have a minimum of four (4) personnel knowledgeable of the project, alternatives and their impacts in attendance. The **CONSULTANT** will be responsible for bringing hard copies of the project displays (plan view, typical sections, overview boards, etc) as well as display boards (typical black, foam boards; “GATOR” board, or equivalent) to the meeting; assume three (3) copies of each display to be provided at the meeting. The **CONSULTANT** will also procure and bring all easels necessary for project display boards.

- If an in-person meeting is not possible the **CONSULTANT** will evaluate virtual options to engage the public. The **CONSULTANT** will develop ways to engage the public online, through telephone contact, or hard copy materials that are mailed or posted in public spaces in the area surrounding the corridor. The **COUNTY** will be responsible for mailing or posting any notifications of the virtual meeting. Presentations or any additional virtual meeting elements will be supplied to the **COUNTY** to be posted on the **COUNTY** website.
- Upon conclusion of the public comment period, the **CONSULTANT** will prepare a public meeting summary to include a summary of the public comments received. The **CONSULTANT** will also prepare and provide a document (Word or Excel), in matrix format, which includes the public comment, citizen name and contact info, and space for **COUNTY** response to each comment. The **COUNTY** will be responsible for development of all responses and individual response letters. The **CONSULTANT** may be asked to assist with the development of appropriate responses, as necessary, for up to 100 comments.

Assumptions:

- The **CONSULTANT** will conduct property owner research and develop property owner and stakeholder contact/ mailing list in Excel format. Assume 125 contacts.
- The **CONSULTANT** will provide printed and PDF copies of all displays (up to 12 – 36-in x 48-in). Draft copies of the displays shall be submitted to the **COUNTY** in full size hardcopies 15 days prior to the Public Meeting. The **CONSULTANT** assumes two (2) rounds of revisions on public meeting materials and displays.
- The **COUNTY** will be responsible for creation and management of any project websites.
- The **CONSULTANT** assumes up to 100 comments will be received and included in the public meeting summary.
- Meeting Preparation and Debrief meetings will be held at Richland County Transportation Department offices in Columbia, SC (2009 Hampton St).
- Participation of four (4) **CONSULTANT** team members at one (1) Public Meeting

Deliverables:

- Property Owner and Stakeholder list

- Public Meeting plan
- Attendance at one (1) Public Meeting and preparation of Public Meeting materials (as stated in scope)
- Public Meeting Summary

Jurisdictional Determination and Waters of the U.S. - As required by the potential presence of wetlands and waters of the US, the **CONSULTANT** shall delineate wetlands and waters of the US utilizing the three-parameter approach (hydric soils, hydrophytic vegetation and wetland hydrology) set forth in the 1987 USACOE Wetland Delineation Manual and the 2020 Navigable Waters Protection Rule. Identification and marking of any upland/wetland boundaries with sequentially numbered flags. Additionally, using sub-meter GPS or survey data, the **CONSULTANT** will plot the wetland boundaries on aerial photography.

The **CONSULTANT** shall provide an assessment and documentation of site conditions as to the presence and/or absence of jurisdictional areas. If jurisdictional waters of the U.S. are identified and are being impacted by the project, then the **CONSULTANT** will prepare and submit a Request for Jurisdictional Determination (JD) package to the **COUNTY/SCDOT** for review and subsequent submittal to the United States Army Corps of Engineers (USACE).

The JD request is to include all necessary documentation for USACE approval. The JD Request package will include the project site location figures such as County Map, USGS Topography Map, and NRCS Soil Survey Map, and aerial photography. Figures depicting the delineated jurisdictional boundaries of waters of the U.S. will also be produced. Other items to be prepared and submitted with the JD Request package will include representative photographs of each wetland area or wetland types delineated within the project study area and wetland determination data forms of each wetland area and the adjacent upland.

Assumptions:

- JD will only be prepared if impacts to wetlands or streams cannot be avoided
- Preliminary JD (PJD) will be requested

Deliverables:

- Electronic Draft PJD request package;
- Electronic PJD request package;
- Electronic copy of approved JD limits within two (2) weeks of PJD approval.

Permit Acquisition

- Preparation and Submittal of a Clean Water Act Section 404/401 Application – If a Clean Water Act Section 404/401 permit is applicable, then the **CONSULTANT** shall prepare

the 404/401 permit application in the format specified by the Charleston District Corps of Engineers. The **CONSULTANT** is responsible for securing all permits/certifications involved with acquiring an approved 404 Permit and 401 Water Quality Certification. In the completed application, the **CONSULTANT** shall document all proposed impacts to Waters of the U.S.

- Preparation of Drawings and Maps - As part of the Clean Water Act Section 404/401 permit application package, the **CONSULTANT** shall submit drawings depicting the proposed jurisdictional impacts to waters of the U.S. on the subject property. The **CONSULTANT** shall include the surveyed or measured boundaries of jurisdictional waters to establish the proposed jurisdictional impacts. The **CONSULTANT** is to ensure all waters of the US called out in the Project JD are identified in the permit application; even if no impact.
- Negotiations and Permit Acquisition - The **CONSULTANT** will work with federal, state and local representatives 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** shall also furnish supplemental information in support of the Section 404/401 permit application, (e.g., NEPA, Cultural resource review, Threatened & Endangered Species Report, clarification, additional information or responses to comments, etc.). The **CONSULTANT** will also prepare the appropriate responses to agency or public comments received as a result of the public notice or from the dissemination of a General Permit authorization request, as directed by the **COUNTY/SCDOT**.

- Compensatory Mitigation Plan - It is assumed that mitigation credits will be provided from an approved mitigation bank. The **COUNTY** will provide the appropriate mitigation bank and inform the **CONSULTANT** which bank to list in the permit application. The **COUNTY** will be responsible for coordinating the acquisition of any required mitigation credits required.

Assumptions:

- Permit will be required if impacts to wetlands or streams cannot be avoided
- SCDOT General Permit will be used if possible
- Nationwide 14 or Individual Permit will be pursued if SCDOT GP unavailable

Deliverables:

- Electronic version of draft permit drawings and maps;
- Electronic copy of draft supplemental information to support permit application;

- Electronic version of final permit drawings and maps.

Task 4

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. Intersection Traffic control
5. Detour Route conditions

The field investigation will also identify those locations where horizontal and/or vertical sight distance may be limited at roadway and driveway intersections and identify locations where access management principles may be applied to consolidate driveway curb cuts.

Accident Data Collection – The CONSULTANT will obtain the most recent three years crash data along the study corridor.

Traffic Signal Timing Data Plan Collection – The CONSULTANT will obtain existing traffic signal timing information from the DEPARTMENT and the City of Columbia for the following signalized intersection along Spears Creek Church Road within the corridor:

1. Spears Creek Church Road at Two Notch Road
2. Spears Creek Church Road at Earth Road / Woodcreek Farms Road
3. Clemson Road and Earth Road
4. Clemson Road and Two Notch Road (Two Signals)

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. Spears Creek Church Road at Woodcreek Farms Road
2. Spears Creek Church Road at Two Notch Road
3. Spears Creek Church Road and Spears Creek Court
4. Spears Creek Church Road and Pontiac Business Center Drive
5. Spears Creek Church Road and Verizon Driveway
6. Spears Creek Church Road and Jacobs Millpond Road/Walden Place Drive
7. Spears Creek Church Road and Jacobs Millpond Road (at I-20 Interchange)
8. Spears Creek Church Road and The Preserve at Spears Creek Driveway

9. Spears Creek Church Road and Jacobs Drive
10. Clemson Road and Earth Road
11. Clemson Road and Two Notch Road (north of interchange)
12. Clemson Road and Two Notch Road (south of interchange)

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

1. Spears Creek Church Road between I-20 and Earth Road/Woodcreek Farm Road
2. Spears Creek Church Road between Earth Road and Two Notch Road/Woodcreek Farm Road

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

The CONSULTANT will utilize travel demand models and/or average annual growth rates 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 Highway Capacity Software (HCS) or Synchro 11.0/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
4. Opening year ADT and design year ADT

The CONSULTANT will make recommendations to the DEPARTMENT for improvements (if any) needed along the two detour routes to improve safety and/or operations during the TMP. Possible improvements may include signal retiming, additional signal phases, lengthening of turn lane storage lengths, constructing temporary/permanent turn lanes, and radius improvements.

A Traffic Signal Warrant Analysis will not be performed under this scope of work; however, recommended intersections, if applicable, for traffic signal warrant studies will be indicated in the final report (see below).

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. The **CONSULTANT** will evaluate the most recent three years of available crash data.

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. In addition, the report will provide recommendations for lane closures, detours and the resulting traffic impacts in the study area. 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** for submittal to the **DEPARTMENT** for review. The **CONSULTANT** will revise the study as necessary per **DEPARTMENT** comments for final approval.

Traffic Staging: The **CONSULTANT** will study impacts to traffic during staging/construction and will develop conceptual work zone traffic control staging recommendations including various lane closure options for the study area to determine constructability, right of way requirements, and how to mitigate travel delays and risks to the traveling public.

Traffic Signal Design: The **CONSULTANT** will prepare traffic signal design plans for the project as required. Traffic signal plans shall be designed in accordance with the latest editions of SCDOT's Traffic Signal Design Guidelines, Standard Signal Specifications and Special Provisions, Standard Drawings, and the Manual on Uniform Traffic Control Devices.

The **CONSULTANT** will prepare signal plans, plotted at a scale not smaller than 1" = 40', based on the Final Roadway Design Plans and the Pavement Marking and Signing Plans. The signal plans will depict the locations of the signal poles, poles, signal heads, pull boxes, conduits, pavement markings, and loop detectors. Phasing diagrams, details, pay items, and quantities will also be provided.

The **CONSULTANT** will revise SCDOT's Standard Signal Specifications and Special Provisions as necessary for this project.

The **CONSULTANT** will notify the **COUNTY**'s designated Project Manager prior to performing any work on site.

Task 5

CONCEPT REPORT

Documentation of Existing Conditions and Identification of Deficiencies

Available LiDAR data of the proposed project area will be utilized for all conceptual design and plan development under this scope of work. The CONSULTANT will review the project corridor through the use of existing roadway plans, aerial photography & LiDAR data, site visits, and other available desktop-level data / information (i.e.; County GIS data, wetland inventory, cultural resources, etc) to determine existing and proposed land-use of properties within corridor, roadway data inventory (for existing intersecting roadways within corridor) to include lane widths, intersection configurations, types of accesses provided, natural drainage patterns, opinion of pavement conditions upon visual observation, observation of utilities, and potential impacts to the surrounding community. Potential 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 may be used to document these conditions; copies of which to be submitted to COUNTY

Develop Design Criteria

The CONSULTANT will prepare the project Design Criteria in accordance with the following;

- *SCDOT Roadway Design Manual (2017 Edition);*
- *Applicable Instructional Bulletins, Preconstruction Advisory Memos and Preconstruction Design Memos;*
- *Standard Drawings for Road Construction (latest revisions per Notice to Proceed of this work);*
- *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. The COUNTY will coordinate the Design Criteria with the DEPARTMENT for final approval. Development of a formal Design Exception is not included as part of this contract.

Typical Section, Alternate Alignment and Intersection Studies

Existing features of the project will be considered during development of the roadway typical sections and alignment studies. Environmental constraints, railroads, utilities, businesses, and residences will be considered in the development of the typical sections and proposed alignments.

Project Concept Report

The CONSULTANT will prepare a Project Concept Report for COUNTY approval. The report shall include, but not limited to the following:

- Project overview;

- Existing conditions;
- Environmental constraints / design and coordination issues (includes utilities and railroads); COUNTY to provide documentation of utilities within corridor (SC 811) prior to alignment studies and typical section production.
- Project layout based on existing, available LiDAR data;
- Approved design criteria;
- Typical sections for proposed improvements
- Development of proposed improvements based on available LiDAR data. The following are potential improvements that will be considered:
 - Roadway widening;
 - Intersection improvements;
 - Roadway geometry improvements;
 - Turn lanes, and;
 - Traffic signal modifications.
- Impact comparisons (rights-of-way, utilities, environmental, traffic, and costs)
- Conceptual bridge data;

Task 6

Geotechnical Investigation

General – The CONSULTANT will perform a preliminary and final geotechnical exploration for the roadway, embankments, off-alignment bridge, and pipe culverts. The CONSULTANT shall gather samples, conduct tests, and analyze necessary soil and foundation data for the roadway embankment expansion, embankments, bridge foundations, pavement thickness, and pipe culverts. The results of the sampling, testing, analysis, and recommendations concerning the design shall be compiled into preliminary & final reports for submittal to the COUNTY. The following design standards will apply:

- 2007 SCDOT Standard Specifications for Highway Construction
- SCDOT Standard Drawings
- SCDOT Supplemental Specifications and Supplemental Technical Specifications
- 2019 SCDOT Geotechnical Design Manual (GDM), Version 2.0
- 2008 Pavement Design Guidelines

Field Exploration (Preliminary Subsurface Exploration)

Prior to beginning the preliminary subsurface field exploration, the CONSULTANT will notify the COUNTY seven (7) days in advance so the COUNTY can coordinate with the DEPARTMENT. The CONSULTANT shall comply with all DEPARTMENT lane closure restrictions.

Preliminary boring locations will be located along or adjacent to the proposed alignments of the roadway, embankments, and bridge abutments within the DEPARTMENT's right-of-way. The preliminary boring locations will complement the final boring locations. Boring locations in the

final exploration may occur outside or inside DEPARTMENT right-of-way. Clearance of utilities will be the responsibility of the CONSULTANT. A request for utility marking will be made to the Statewide Utility One-call Service (SC811) at least 3-days prior to field work. The CONSULTANT will mark utilities that are not marked by SC811 as part of SUE Task 14. Information obtained in Task 14 will be shared with geotechnical staff prior to field exploration work. Proposed boring locations will be determined by the CONSULTANT. The CONSULTANT will 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 exploration guidelines. The preliminary subsurface exploration plan will include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests
- Location of tests

Roadway, Embankments, and Bridge – Subsurface Exploration

- Roadway soil test and embankment borings will be performed in general accordance with the SCDOT Geotechnical Design Manual. The CONSULTANT has assumed that cut and fill in the sections will generally be ten (10) feet or less for the majority of the roadway improvements. However, embankment cut and fill heights are expected to be in the ten (10) to twenty (20) range at the approaches for the new bridge.
- Preliminary soil test borings will be performed at a frequency of approximately 1,000 feet within the DEPARTMENT's right-of-way.
- Twelve (12) roadway and embankment soil test borings (Standard Penetration Test borings) will be performed up to depths ranging from twenty (20) to forty (40) feet, auger refusal or hole collapse (whichever occurs first) inside the DEPARTMENT right-of-way.
- Eight (8) intersection soil test borings (Standard Penetration Test Borings) will be performed up to a depth of 10 feet or auger refusal (whichever occurs first) inside the DEPARTMENT right-of-way.
- Three (3) bridge soil test borings (Standard Penetration Test Borings) will be performed up to a depth of 100 feet or auger refusal (whichever occurs first) inside the DEPARTMENT right-of-way. If rock is encountered before the termination depth then 10 feet of rock coring will be performed.
- Four (4) bulk samples will be obtained for laboratory testing to be used as part of roadway embankment analysis.
- One (1) downhole seismic boring will be performed in the SCDOT right-of-way near the planned bridge within the DEPARTMENT right-of-way.
- Bore holes will be backfilled with auger cuttings. Holes in the pavement will be patched with cold-patch asphalt.

Other Field Testing Items

- Traffic control shall be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that eight (8) days of traffic control will be necessary.
- At the completion of field work, test locations will be surveyed for latitude and

longitude, elevation and station as part of Task 2.

Field Engineering

The CONSULTANT will provide oversight of field operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM 2487) will be performed by a field engineer and/or field geologist who will have a minimum of 3-years of experience in supervision of field equipment and field personnel.

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 testing for the preliminary exploration will be the following:

- 50 Natural Moisture Content tests
- 40 Grain Size Distribution with wash No. 200 Sieve
- 50 Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- 10 Grain Size Distribution with Hydrometer
- 4 California Bearing Ratio (Using material collected from Bulk Samples)
- 4 Standard Proctor tests
- 2 Remolded Tri-axial Shear Test (CU) or Direct Shear depending on soil classification.
- 1 Electro-Chemical Analysis

Preliminary Roadway and Bridge Geotechnical Engineering Report

The Preliminary Roadway and Bridge Geotechnical Engineering Report will be conducted in general accordance with the procedures outlined in the GDM. The report will include a subsurface profile for the preliminary geotechnical subsurface exploration in accordance with the GDM Chapter 7. The preliminary geotechnical engineering report will be written in accordance with the GDM Chapter 21 and will include preliminary recommendations for pavement thickness. The preliminary report will be signed and sealed by a registered SC Professional Engineer.

Field Exploration (Final Subsurface Exploration)

Prior to beginning the final subsurface investigation field exploration, the CONSULTANT will notify the COUNTY seven (7) days in advance so the COUNTY can coordinate with the DEPARTMENT. The CONSULTANT shall comply with all DEPARTMENT lane closure restrictions. CONSULTANT has assumed that COUNTY will obtain permission from property owners for CONSULTANT to perform borings outside of the DEPARTEMNT right-of-way.

CONSULTANT will observe that utility location marks remain from preliminary exploration. If utility marks have faded or expired then a new utility locate from SC811 will be requested.

Final boring locations will be determined by the CONSULTANT. The CONSULTANT will provide copies of the proposed final subsurface exploration plans to the COUNTY prior to initiation of field work for review and acceptance. The testing locations will be coordinated with

the preliminary exploration to avoid testing in the same location. See Chapter 4 of the SCDOT GDM for subsurface exploration guidelines. The final subsurface exploration plan will include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests
- Location of tests

Roadway, Bridge, Embankments, and Culverts – Subsurface Exploration

- Final soil test borings will be performed at a frequency of approximately 1,000 feet within DEPARTMENT right-of-way or on private property with access permission obtained by the COUNTY. The combined preliminary and final boring spacing will be approximately every 500 feet.
- Twelve (12) roadway and embankment soil test borings (Standard Penetration Test Borings) will be performed to depths ranging from twenty (20) to forty (40) feet, auger refusal, or hole collapse (whichever occurs first) inside and/or outside the Department right-of-way.
- Five (5) intersection soil test borings (Standard Penetration Test Borings) will be performed up to a depth of 10 feet or auger refusal (whichever occurs first) inside the DEPARTMENT right-of-way.
- Nine (9) bulk samples will be obtained for laboratory testing to be used as part of slope stability and pavement design.
- Based on information developed during the preliminary exploration four (4) undisturbed samples may be obtained in areas of soft cohesive soils where settlements and/or shear strength testing may be warranted.
- Ten (10) soil test borings (Standard Penetration Test Borings) will be performed to a depth of up to 20 feet, auger refusal, or hole collapse (whichever occurs first) inside and/or outside DEPARTMENT right-of-way at locations of cross line culverts.
- Three (3) borings at the bents bridge will be extended to one hundred (100) feet below the ground surface.

Other Field Testing Items

- Traffic control shall be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that eight (8) days of traffic control will be necessary.
- Clearing will be needed to access the bridge borings.
- At the completion of field work, all test locations shall be surveyed for latitude and longitude, elevation and station as part of Task 2.

Field Engineering

The CONSULTANT will provide oversight of field operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM D2487) will be performed by a field engineer and/or field geologist who will have a minimum of 3-years of experience in supervision of field equipment and field personnel.

Laboratory Testing

The CONSULTANT will 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 testing may include, as an estimate, the following:

- 35 Natural Moisture Content tests
- 35 Grain Size Distribution with wash No. 200 Sieve
- 35 Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- 4 California Bearing Ratio (Using material collected from Bulk Samples)
- 4 Standard Proctor tests
- 2 Consolidation test
- 2 Remolded Tri-axial Shear test (CU) or Direct Shear depending on soil classification.

Final Roadway and Bridge Geotechnical Engineering Report

The Final Roadway and 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 and will include a recommended pavement section for the new pavement and existing pavement. The final report will be signed and sealed by a registered SC Professional Engineer. The report shall be submitted with the Final Roadway Plans.

The CONSULTANT will notify the COUNTY'S designated Project Manager prior to performing any work on site.

Limitations and Exceptions:

- Exploration and design for retaining walls are not included.
- Exploration and design for mast arms and other structures besides the bridge over Spears Creek are not included.
- Any permissions to obtain access to private property will be obtained by the County.
- Consultant is not required to obtain an SCDOT encroachment permit for this project.
- The bridge will have a maximum for four (4) spans.

Task 7

Hydrologic and Hydraulic Design

All hydraulic design and documents will be in compliance with the following design criteria:

- SCDOT's Requirements for Hydraulic Design Studies, latest edition;
- SCDOT Standard Drawings;
- The Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) as administered under general permit by the SC Department of Health and Environmental Control (DHEC);

- FEMA Regulations, 44CFR Chapter 1;
- The State Stormwater and Sediment and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.;
- South Carolina State Water Law
- AASHTO “Highway Drainage Guidelines” dated 2007;
- SCDOT “Stormwater Quality Design Manual”;
- SCDOT Supplemental Specifications
- USGS envelope curves methods and Hydraulic Engineering Circular Number 18, Evaluating Scour at Bridges

Site Visit and Data Review

The **CONSULTANT** shall perform a project data collection phase to gather technical and historical information pertinent to the project. This will include file research, report and publication review, contact with appropriate Federal, State and local agencies, review of survey data, gage data, geotechnical data, planning documents, and project plans, as well as contact with local maintenance personnel as appropriate. A field study of the project site and a review of comparative bridges on the same stream shall be performed. **CONSULTANT** shall provide the Site Inspection Report and the Risk Assessment Form after the site visit.

Bridge Hydraulic Study

The **CONSULTANT** will perform a preliminary analysis of the hydrologic/hydraulic characteristics of the existing and proposed bridges using the one-dimensional computer program HEC-RAS. The **CONSULTANT** shall obtain the original flood study model from FEMA; it is assumed that the available flood study model will be in HEC-RAS format and accurately reflect the information provided in the Effective Dec. 21, 2017 FIS (45079CV001B - 45079CV004B) and FIRM (45079C0276L – Dec. 21, 2017). The **CONSULTANT** will evaluate the hydraulic performance of the proposed bridge by inserting the necessary bridge data information into the HEC-RAS model and computing water surface profiles for the design discharge. If the performance does not meet the required criteria described in Section 6.2.4, the geometry will be adjusted accordingly and re-evaluated until the design criteria are satisfied.

Should the original flood study model not be in HEC-RAS format, and/or have errors, and/or insufficient data, the **CONSULTANT** will update the modeling as necessary.

The **CONSULTANT** will finalize the bridge hydraulic study based on road construction plans and will provide a final bridge hydraulic report to the **DEPARTMENT**. The **CONSULTANT** will also plan to attend one (1) meeting at the request of the **DEPARTMENT**.

The **CONSULTANT** shall perform the scour analysis for the proposed bridges in accordance with USGS envelope curves methods, FHWA’s HEC-18 and the **DEPARTMENT**’s guidelines. Scour analysis will be performed to ensure bridge foundations withstand floods equal to the 100-year flood or smaller floods, if they result in scour depths equivalent to the 100-year flood. In addition, scour analysis will be performed to ensure bridge foundations do not fail due to a 500-year flood. The **CONSULTANT** will provide 100-year and 500-year scour profile information for the bridge

using data developed by the HEC-RAS model; and, if applicable, USGS envelope curves. The 100-year and 500-year scour will be plotted to scale on the Triple Profile.

The bridge is located in a FEMA Zone AE with Base Flood Elevations and a defined Floodway. The Floodplain and Floodway will be assessed to determine the impacts of the project. If feasible, improvements will be designed to achieve a “No-Impact” certification. **CONSULTANT** will coordinate with the local floodplain manager as necessary.

If the proposed culvert replacement does not meet the minimum requirements for a “No-Impact” certification, a Conditional Letter of Map Revision (CLOMR) application will be prepared by the **CONSULTANT** upon approval of contingency funding. Preparation of a CLOMR is not included.

Roadway Drainage Design

The **CONSULTANT** will perform the necessary roadway drainage design to analyze the sizing of proposed storm drainage piping systems and roadside ditches. The **CONSULTANT** will design closed drainage systems using Geopak Drainage.

The **CONSULTANT** will perform a hydrologic and hydraulic analysis on each of the cross-drainage structures for the post construction conditions. Based on this evaluation, the **CONSULTANT** will provide recommendations for retaining, replacing or development of other drainage alternatives for each cross-drainage structure.

The **CONSULTANT** will determine the pre-construction versus post-construction flows, and the outfall channel will be evaluated to determine the effects of the proposed construction. 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.

The **CONSULTANT** will perform the necessary drainage design for the bridge deck drains. Minimize the scuppers over the body of water as much as practical.

The **CONSULTANT** will attend an office meeting with the **DEPARTMENT** to discuss the roadway drainage.

The **CONSULTANT** will prepare a final roadway drainage report containing all calculations.

The **CONSULTANT** will develop drainage sheets showing existing drainage features, proposed drainage features, and sediment & erosion control features

The **CONSULTANT** will develop pipe cross sections for all proposed cross line pipes.

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.

Design Field Review

Representatives from the CONSULTANT, involved in drainage design will perform two (2) field reconnaissance reviews of the project during the plan development. All information gathered during this field investigation will be evaluated and plans revised accordingly.

Deliverables:

- One (1) copy of the Signed and Sealed Roadway Hydraulic Design Study Report, including the cross drainage recommendations.
- One (1) copy of the signed and sealed Bridge Hydraulic Report.
- One (1) Signed and Sealed Railroad Drainage Report
- One (1) copy of all hydraulic reports listed above in .pdf format.

Task 8

Sediment and Erosion Control/NPDES Permitting

Sediment and Erosion Control

The project will include the development of Erosion and Sediment Control (E&S) Plans as well as the preparation of Supporting Documentation for the National Pollutant Discharge Elimination System (NPDES) Notice of Intent Permit Application.

The E&S Plans will be prepared on replications of the plan sheets and at the same plan scale, unless otherwise agreed upon. The E&S 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 dams, silt basins, inlet structure filters, sediment tubes, silt ditches, and diversion dikes at specific locations along the project. The plans will reference the City of Columbia standards 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 Rights-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 City of Columbia Standards. 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 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 develop the NPDES permit application as well as the submittal of any required supporting data and submit to the **COUNTY** and **CITY**, where applicable. 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 revise 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 Construction Plans
2. One (1) hard copy of the Signed and Sealed Stormwater Pollution Prevention Plan (SWPPP)
3. NPDES Permit

Task 9

Roadway Plans

Design Criteria – The **CONSULTANT** shall prepare and submit, for SCDOT and COUNTY review, design criteria for the project. These criteria shall address all design features for roadway, hydraulic and bridge design. Upon approval of design criteria, the **CONSULTANT** will be authorized to begin Preliminary Plans.

Preliminary Roadway Design and Plans

The **CONSULTANT** will prepare Preliminary Plans, developed to the level of detail of approximately 30% complete Construction Plans that comply with DEPARTMENT RDM standards for 30% plans. The Preliminary Plans for the project will be prepared at a scale that illustrates pertinent information associated with design. The plans will be sufficiently developed to illustrate the construction limits and proposed rights-of-way requirements of the entire project. The plans will incorporate information obtained during initial utility coordination 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.

1. A title sheet showing a location map, traffic data
2. Typical sections;
3. Geometric control (vertical and horizontal);
4. Reference points;
5. Horizontal and vertical alignments;
6. Roadway and drainage plan/profile sheets, at a scale of 1 in. equals 20 ft horizontal, showing existing conditions, existing utilities (from field survey or information received from utility owners), survey baseline, proposed centerline, edges of pavement, driveways, construction limits, drainage features, right-of-way, and easements. Proposed horizontal and vertical geometry will also be shown.

7. Review of clear zone barrier warrants and slope adjustments;
8. Limits of existing right-of-way and adjacent properties;
9. Development of preliminary storm drainage plan and type, size, invert elevation and location of major storm drainage features including outfall ditches, sediment basins and roadway ditches;
10. Type, size, and location of existing major utility facilities;
11. Preliminary cross-sections located at 100-foot intervals along tangent sections and 50-foot intervals in curves;
12. Construction limits;
13. Property lines, property parcel number, and ownership;
14. Proposed right-of-way and easements;
15. The CONSULTANT will conform to the SCDOT and FHWA design standards in preparation of the roadway plans. During plan development, the CONSULTANT will use the most recent standards in effect at the time of the contract execution as listed in Section 4.1.1.
16. In developing preliminary plans, the CONSULTANT will conform as much as possible to existing roadway alignments, profiles, and geometric designs.
17. Preliminary plans will be developed and serve as the base documents for further refinement into the final right-of-way plans.
18. All plans will be prepared using MicroStation and GeoPak.

The CONSULTANT shall submit Preliminary Plans to the COUNTY for review and comment. Comments from the COUNTY will not require resubmittal of plans; comments received will be incorporated into the next design phase of the project.

Upon completion of the Preliminary Plans, the CONSULTANT will provide the COUNTY with one (1) half-size hard copy set of plans along with a PDF (full size) and CADD files.

Design Field Review (DFR) #1

Representatives from the COUNTY, DEPARTMENT and CONSULTANT, involved in roadway, bridge and hydraulic design will perform one (1) field reconnaissance of the project during the preliminary plan development. CONSULTANT will prepare one set of plans for use during the Field Review. All information gathered during this field investigation will be evaluated and plans revised accordingly.

Cost Estimate

The CONSULTANT shall develop and submit a detailed cost estimate along with the submittal of preliminary plans. The estimate shall be developed to the level of detail similar to a typical 30% complete project that complies with DEPARTMENT RDM standards for 30% plans.

Right-of-Way Plans

Utilizing the Preliminary Roadway Plans design, the CONSULTANT will prepare Final Right-of-Way Plans 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.

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:

The CONSULTANT will incorporate information obtained during the SUE phase of the project.

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

The CONSULTANT will establish horizontal and vertical alignments along with cross sections as needed in order to study the re-connection of driveways to the widened roadways. This design data will be shown in the plans in order to convey the extent/impact of the re-configuration of driveways necessary to provide access to the property. Driveways that are level with the widened roadway will not have a horizontal or vertical alignment set, but will be handled by only showing their connection in the roadway cross section and plan view based on the roadway cross section.

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 be responsible for providing an initial list of moving and demolition items to the COUNTY for use by the right-of-way agent.

A set of preliminary Right-of-Way Plans will be submitted to the COUNTY for review and comment. Following the review of the preliminary Right-of-Way Plans, the CONSULTANT will submit final Right-of-Way Plans for review and approval. As applicable, the final Right-of-Way plans will address comments on the preliminary Right-of-Way plans.

Electronic media receivables for Right-of-Way Plans will be provided on CD and will include the information outlined in the DEPARTMENT's *Road Design Reference Material For Consultant Prepared Plans* dated June 2010.

The CONSULTANT will provide final right-of-way CADD files to the COUNTY for the preparation of the right-of-way Exhibit "A".

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".

Final Roadway Design and 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.

Design Field Review (DFR) #2

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.

For this task and all other tasks contained in this scope, the CONSULTANT will utilize the DEPARTMENT standard drawings, specifications, and design manuals that are current as of the first issuance of the task order scope by the COUNTY to the CONSULTANT.

Deliverables:

- One (1) PDF of Design Criteria Report
- One (1) full size to scale PDF of Preliminary "DFR" plans
- One (1) full size to scale PDF of final Right-of-Way plans and cost estimate
- Electronic PDF files of Final Roadway Construction Plans individually, electronically signed and sealed. See SCDOT Digital Signatures Manual.
- One (1) Cost Estimate for Preliminary, Final Right-of-Way & Construction Plans

- One (1) CD/DVD containing final plan design files
- One (1) electronic PDF and one (1) electronic MSWord copy of Special Provisions
- One (1) PDF of design and quantity calculations

Submittals are as follows:

- a. 30% Plan submittal for COUNTY and DEPARTMENT review and comment.
- b. 65% Plan submittal for COUNTY review and comment.
- c. Revised 65% Plan Submittal for DEPARTMENT Review and Comment.
- d. 70% Plan submittal for DEPARTMENT Review and Comment.
- e. Revised 70% Plan Submittal for DEPARTMENT Review and Approval.
- f. 90% Plan submittal for COUNTY Review and Comment.
- g. Revised 90% Plan Submittal for DEPARTMENT Review and Comment.
- h. 100% Plan Submittal for DEPARTMENT Review and Approval.

Task 10

Transportation Management Plan

Maintenance of Traffic 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.

Temporary drainage design will be shown on the Maintenance of Traffic Plans. The temporary drainage will be designed to accommodate a 2-year design event.

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.

CONSULTANT will initiate development of the Transportation Management Plan (TMP) as detailed in the "Rule on Work Zone Safety and Mobility". The CONSULTANT will prepare checklists and provide to the DEPARTMENT identifying preliminary TMP assumptions.

Quantity Computations – Based upon the final signing and pavement marking plans, quantity computations will be performed by CONSULTANT for each item of work designated as unit price pay items. Computations will be tabulated in the quantity summaries on the final plans.

Task 11

Bridge Plans

Bridge Plans

The **CONSULTANT** will conform to the following SCDOT and FHWA design standards in preparation of the bridge plans. All Bridge Plans will receive a thorough QA/QC review by the **CONSULTANT** prior to submittal to the **DEPARTMENT**.

1. The SCDOT Bridge Design Manual, 2006
2. SCDOT Bridge Design Memoranda to RPG Structural Engineers and Design CONSULTANTS, issued after April, 2006
3. AASHTO LRFD Bridge Design Specifications, 7th Edition (2018), with interim revisions.
4. SCDOT Bridge Drawings and Details, latest versions
5. Road Standard Drawings and Details, latest versions
6. 2019 SCDOT Geotechnical Design Manual, Version 2.0
7. 2008 SCDOT Seismic Design Specifications for Highway Bridges, Version 2.0
8. SCDOT Standard Specifications for Highway Construction, 2007 edition
9. ANSI/AASHTO/AWS D1.5 Bridge Welding Code, the latest edition
10. Standard Special Provisions and Supplemental Specifications used by SCDOT
11. **SCDOT** Load Rating Guidance Document.
12. **SCDOT** Manual of Bridge Evaluation, latest edition

The **CONSULTANT** will provide the **DEPARTMENT** the following for the bridge structure:

11.1 Preliminary Bridge Plans

The **CONSULTANT** will develop Preliminary Bridge Plans in accordance with Section 3.3 of the SCDOT Bridge Design Manual and in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions and clearances. Development of the Preliminary Bridge Plans will begin after and include recommendations from the Preliminary Bridge Geotechnical Engineering Report (PBGER). The Preliminary bridge plans will be approved by **SCDOT** and the **COUNTY** prior to beginning 95 % Bridge Plans.

11.1.1 Deliverables:

- 11.1.1.1 Four (4) half-size hard copies of the Preliminary Bridge Plans
- 11.1.1.2 One digital PDF copy of the full-size Preliminary Bridge Plans
- 11.1.1.3 One hard copy of the Preliminary Bridge Geotechnical Engineering Report (PBGER)
- 11.1.1.4 One digital PDF copy of the PBGER
- 11.1.1.5 One bridge construction cost estimate and estimated schedule for construction.

11.2 95% Bridge Plans

95% Bridge Plans will be prepared as described herein. Comments made by the **SCDOT** and the **COUNTY** during the Preliminary Plan review will be addressed and incorporated into the 95% Bridge Plan submittal, with responses to each comment provided on the comment matrix. Constructability of the bridge superstructure and substructures will be considered in the development of the plans, including maintenance of traffic, access for construction equipment, placement of reinforcing steel, clearances required for the use of equipment, and foundation considerations. The 95% Bridge Plans will consist of the following:

- 11.2.1 Plans will be neatly drawn and professionally prepared. Plans will be thoroughly reviewed and fully checked by Consultant for correctness, accuracy, and consistency before submittal to the **SCDOT** for review.
- 11.2.2 Seismic analysis will be completed according to the **SCDOT's** Seismic Design Specifications for Highway Bridges, 2008 and SCDOT Geotechnical Design Manual.
- 11.2.3 Deck drainage calculations will be performed by the hydraulic engineer and the **SCDOT** will be prepared to provide a closed drainage system if required (Any closed drainage system design needs to be approved by the **SCDOT** prior to designing or being assumed as part of environmental mitigation).
- 11.2.4 95% Bridge plans will incorporate recommendations from the Final Bridge Geotechnical Engineering Report (FBGER).
- 11.2.5 95% plan sheets provided will be in accordance with SCDOT Bridge Design Manual. Additional sheets may be necessary to show details required for construction and shall be provided as deemed necessary by the **CONSULTANT** and the **SCDOT**.
- 11.2.6 Deliverables
 - 11.2.6.1 Four (4) half-size hard copies of the 95% Bridge Plans
 - 11.2.6.2 One (1) digital PDF copy of the 95% Bridge Plans
 - 11.2.6.3 One (1) hard copy of the Final Bridge Geotechnical Engineering Report (FBGER).
 - 11.2.6.4 One (1) digital PDF copy of the FBGER
 - 11.2.6.5 One (1) updated bridge construction cost estimate (digital PDF)
 - 11.2.6.6 Special Provisions (digital PDF copies)

11.3 FINAL BRIDGE PLANS (100%)

The **CONSULTANT** will develop final bridge plans. Comments made by the **SCDOT** and the **COUNTY** during the 95% Plan review will be addressed and incorporated into the Final Bridge Plan submittal, with responses to each comment provided on the comment matrix. The Final Bridge Plans will be prepared as follows:

- 11.3.1 Prepare in conformity with current practices of the **SCDOT** with regard to method of presentation, scales, billing of pay items, special drawings and summaries thereof. Standard drawings of the **SCDOT** will be used to the extent feasible and will be furnished by the **SCDOT**, to be modified by the **CONSULTANT** to fit the particular needs of the project. Construction drawings will be on sheets of the size, and with standard markings utilized by the **SCDOT**. Scale of drawings and lettering size will be such as to provide clear and legible reproductions when reduced to half size. The construction plans will bear the **CONSULTANT**'s seal and signature as a registered professional engineer, in the State of South Carolina, on each plan sheet.
- 11.3.2 The **CONSULTANT** will prepare special provisions concerning items of construction not covered by the **SCDOT** standard specifications, supplemental specifications or standard bridge special provisions, as well as special treatments during construction. Special Provisions provided by the **CONSULTANT** shall include a cover sheet listing all special provisions provided by the **CONSULTANT** for this project. The cover sheet shall be sealed and signed by a registered professional and sealed by the engineer of record for the project. An electronic copy of the special provisions shall also be provided to the **SCDOT**.
- 11.3.3 The **CONSULTANT** will prepare the final bridge pay item cost estimate.
- 11.3.4 The **CONSULTANT** will prepare a detailed construction time estimate for the bridge work.
- 11.3.5 Bridge Load Rating: Along with the final bridge plans submittal, the **CONSULTANT** shall submit the Bridge Load Rating in accordance with **SCDOT** Load Rating Guidance Document. All load ratings shall be electronically sealed and signed by a registered professional engineer in the State of South Carolina.
- 11.3.6 Deliverables
 - 11.3.6.1 One (1) full size, unbound set of Final Bridge Plans in manila plan folder (provided by **SCDOT**)
 - 11.3.6.2 One (1) digital PDF copy of Final Bridge Plans
 - 11.3.6.3 Two (2) half-size hard copies of Final Bridge Plans
 - 11.3.6.4 One (1) hard copy and one (1) digital PDF copy of final bridge pay item cost estimate
 - 11.3.6.5 One (1) hard copy and one (1) digital PDF copy of special provisions
 - 11.3.6.6 One (1) hard copy and one (1) digital PDF copy of detailed construction time estimate
 - 11.3.6.7 One (1) hard copy and one (1) digital PDF copy of list of required supplemental specifications
 - 11.3.6.8 One (1) electronic PDF of Special Provisions
 - 11.3.6.9 One (1) digital PFD copy of design and quantity calculations, if requested by the **SCDOT**

- 11.3.6.10 One (1) electronic PDF file of Bridge Load Rating electronically signed and sealed

Task 12

PAVEMENT MARKING AND SIGNING

Final pavement marking/signing plans will be prepared at a scale of 1"=50' unless otherwise agreed upon. The plans will consist of an itemized listing of estimated quantities; typicals for installation (DEPARTMENT typicals may be used where applicable), details showing lane lines, edge lines, stop bars, symbol and word messages and other appropriate markings and sign designation numbers and locations. The plans will include dimensions sufficient for field layout. The *Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition* and DEPARTMENT details will be incorporated into the plans.

Task 13

Railroad Coordination

Upon Notice to Proceed, the CONSULTANT will review all previous railroad coordination efforts undertaken regarding the railroad crossing. After review of the efforts to date, the CONSULTANT will contact the Railroad to begin the coordination process and determine the appropriate point of contact.

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, environmental 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, the CONSULTANT will coordinate with the COUNTY to complete the PE Agreement and provide the completed PE Agreement to the COUNTY for execution. Execution of the PE Agreement is required for the Railroad to perform their review of the preliminary plans.

After the PE Agreement is executed with the Railroad, 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 14

Subsurface Utility Exploration

Sub –Surface Utility Engineering (SUE)

Within 45 days of Notice to Proceed of the contract and if requested by the COUNTY, the CONSULTANT shall provide the COUNTY with a recommendation as to the extent of SUE services to be provided. This should include as much information as can be assembled on utility type, approximate location, owner, 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. For estimating purposes, assumptions will be made as to the extent of utilities that currently exist within the project corridor. The cost associated with designating and locating the utilities will be estimated on a per linear foot basis for underground and aerial facilities and per each for test holes. The per linear foot and per each cost will be all inclusive of the labor, equipment, and deliverables required for SUE.

SUE Work

The CONSULTANT shall perform work in two (2) phases. The first phase consists of designating services (Quality Level B, C and D). 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

In the performing of designating services under this Agreement, the CONSULTANT shall:

- Provide all equipment, personnel and supplies necessary for the completion of Quality Level ‘B’ information for approximately 98,880 LF of underground utilities.
- Provide all equipment, personnel and supplies necessary for the completion of Quality Level ‘C’ information for approximately 2000 LF of underground utilities
- Provide all equipment, personnel and supplies necessary for the accurate recording of information for approximately 16,480 LF of aerial utilities.
- Conduct appropriate records and as-built plans research and investigate site conditions.
- 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.
- Designate the approximate horizontal position of existing utilities by paint markings 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.
- Survey designating marks, which shall be referenced to project control provided by the surveyor of record.
- Draft survey information using SCDOT CADD guidelines for Subsurface Utility Engineering consultants (latest version).
- 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.
- Provide notification to key the COUNTY personnel concerning the upcoming SUE services to be provided by the CONSULTANT.

Locating

In the performance of locating services under this Agreement, the CONSULTANT shall:

- Provide all equipment, personnel and supplies necessary for the completion of Quality Level ‘A’ information for an estimated 5 test holes.
- Conduct appropriate records and as-built plans research and investigate site conditions.
- 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.
- Perform electronic sweep of the proposed conflict and other procedures necessary to adequately “set-up” the test hole.
- 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.
- Provide notification to the TOWN concerning (a) the horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum; (b) the elevation of the existing grade over the utility at a test hole referenced to the project survey datum; (c) the outside diameter of the utility and configuration of non-encased, multiconduit systems; (d) the utility structure material composition, when reasonably ascertainable; (e) the benchmarks and/or project survey data used to determine elevations; (f) the paving thickness and type, where applicable; (g) the general soil type and site conditions; and (h) such other pertinent information as is reasonable ascertainable from each test hole site.
- 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.
- 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.
- Test hole information shall be formatted and presented on CONSULTANT’s certification form and listed in a test hole data summary sheet.
- Certification form shall be reviewed and sealed by a professional engineer or land surveyor licensed in South Carolina and in responsible charge of the project.
- Provide notification to key TOWN personnel concerning the upcoming SUE services to be provided by the CONSULTANT.

Sanitary Sewer Manhole Rim and Invert Elevation (By Others)

In performing services hereunder, the CONSULTANT shall:

- Provide all equipment, personnel and supplies required to perform its services. The CONSULTANT shall determine which equipment, personnel and supplies are required to perform such services.

- Label each manhole in the field, on the field sheet and in the field book.
- Sketch the configuration of pipes in each manhole and orient sketch with a north arrow.
- Record the material type, diameter (I.D.) and flow direction of each pipe.
- Measure the vertical distance between the rim and the invert of each pipe and record this distance as the “actual” for each pipe.
- Compare pipe configuration with records and note any discrepancies.
- Sanitary sewer manholes will be surveyed and tied to project horizontal and vertical control. Elevations will be provided for each accessible rim and invert.
- Horizontal data on the sanitary sewer lines will be obtained at “Quality Level C”. Flow lines will be depicted as running straight between structures unless record information or site conditions indicate otherwise.
- Final review and seal of deliverables by a professional engineer or land surveyor licensed in South Carolina and in responsible charge of the project.
- The CONSULTANT will provide all services to the standard of care applicable in the subsurface utility engineering profession.

Aerial Facilities

- Provide all equipment, personnel and supplies required to perform its services. Determine which equipment; personnel and supplies are required to perform such services.
- Conduct appropriate records research.
- Prepare appropriate field sketches of poles and aerial utilities, which shall be referenced to project control provided by the client.
- Plot survey information onto base plans provided by the client using Computer Aided Drafting and Design ("CADD") systems.
- Provide a pole data sheet that includes available information such as:
 - survey shot number
 - pole tag number
 - pole class
 - pole material type
 - pole diameter
 - pole owner
 - type of utility
 - owner of utility
 - number of guy anchors
- miscellaneous notes
- Compare survey information plotted on base plans with information provided from field sketches and evaluate all plotted information in the field for accuracy and reliability.
- Final plot all information using DEPARTMENT CADD guidelines for Subsurface Utility Engineering consultants (latest version) to account for any corrections noted from the previous step and review plan sheets against:
 - records

- field sketches
- CADD drafting
- field notes
- 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.
- Return final work product to the client and review project with the same.
- Will provide all services to the standard of care applicable in the subsurface utility engineering profession.

Task 15

Utility Coordination

Project Description

The CONSULTANT will provide Utility Coordination services within the project limits.

Assumptions:

- Five (7) utilities
- One (1) site visit
- Ten (10) meetings

General Responsibilities and Duties

The CONSULTANT shall have the responsibility of coordinating the Project development with all utilities that may be affected. All utility relocations shall be handled in accordance with the SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A & B.

These services shall be performed by individuals skilled and experienced in utility coordination services.

The CONSULTANT shall work with designers of the Project to avoid conflicts with utilities where possible, and minimize impacts where conflicts cannot be avoided. This may include, but is not limited to, utilizing all available utility data, whether obtained from SUE services, as-built plans, or provided by the SCDOT or some other source. The CONSULTANT will be expected to determine all utility conflict points, including all work to properly analyze each conflict point, and make recommendations for resolution of the conflict where possible.

The utility company shall not begin their relocation work until authorized in writing by the SCDOT.

The CONSULTANT shall prepare and maintain a Utility Conflict Matrix (UCM) in order to track each utility within the project limits during the life of the Project.

Proposed Schedule

- Early UC Email: 90 days from NTP

- Preliminary UC Report: 30 days after Final ROW Plans approval
- Right-of-Way Date: TBD
- Final UC Report: 10 days prior to Utility Obligation Date
- Utility Certification: 3 months prior to Construction Obligation Date
- Construction Obligation Date: TBD
- Construction Let Date: TBD
- Construction Completion Date: TBD

Early Utility Coordination (0% Final Plan Drawings) Project Preliminary Review:

The CONSULTANT shall coordinate with the SCDOT Program Manager to collect and review available project plans and the proposed scope of construction.

Utility Introduction Letter: (Required) The CONSULTANT shall develop a Utility Introduction Letter for each utility company. This letter shall be populated by the CONSULTANT with the utility company's information (to include the company's contact person, mailing address, telephone number and appropriate email address) and electronically sent to the SCDOT State Utility Engineer for signature and mailing.

Utility Record Collection and Review: The CONSULTANT shall initiate early coordination with all utility companies that are located within the Project limits. Coordination shall include, but shall not be limited to, contacting each utility company to advise the company of the proposed Project, obtaining copies of as-built plans for the existing utility facilities (if available), perform a review of utility as-built plans and determine the utility company's requirements for the relocation of their facilities.

Site Visit: The CONSULTANT shall perform a site visit for a visual inventory of existing utilities within the proposed project limits. If it is determined by the SCDOT that an in-depth SUE mapping investigation will not be performed, the CONSULTANT is encouraged to use the "One Call" design ticket service provided by SC811 prior to their Site Visit.

Coordination Meeting with Utility Companies: The CONSULTANT shall coordinate and conduct a preliminary review meeting with the utility companies (if deemed necessary) for the completion of Early Utility Coordination.

SUE Mapping Recommendation: The CONSULTANT shall develop a SUE recommendation for the project dependent on the information gathered and the projected level of Utility Coordination expected for the Project as directed by the SCDOT Program Manager.

Utility Clearance Separation Values: The CONSULTANT shall determine the minimum vertical separation values required by each utility. These values will provide the SCDOT Project Manager vertical clearance design criteria during preliminary project development.

Early Utility Coordination Email: The CONSULTANT shall prepare and send the Early Utility Coordination Email to the SCDOT Program Manager, SCDOT Utility Office and the District

Utility Coordinator. Email to be used as an informal summary of the Early Utility Coordination tasks.

Early Utility Coordination Deliverables

The CONSULTANT shall prepare and submit to the SCDOT an Early Utility Coordination Email within 90 days after receiving the Notice To Proceed (NTP) which includes:

1. List of all utility companies and contact information within the project limits.
2. Utility Introduction Letter (Required).
3. Early assessment of each Utility Company's facilities located within project limits.
4. Utility Companies Coordination Meeting Notes.
5. SUE Mapping Recommendation.
6. Utility Clearance Separation Values.
7. Utility Relocation Schedule.

Preliminary Utility Report (30% Final Plan Drawings)

Initial Plan Distribution: The CONSULTANT shall provide the utility company with preliminary design plans as soon as the plans have reached a level of completeness adequate to allow the company to begin understanding the Project impacts.

Coordination Meeting with Utility Companies: The CONSULTANT shall coordinate and conduct a review meeting with the utility companies to assess and explain the impact of the Project to the company. The SCDOT's Program Manager, Resident Construction Engineer (RCE), Resident Maintenance Engineer (RME), District Utility Coordinator and Utilities Manager (or designee) shall be included in this meeting.

Collection and Review of Prior Right Documentation: The CONSULTANT shall request the prior rights documents for each utility company's facilities. If there is a dispute over prior rights with a utility, the CONSULTANT shall be responsible for resolving the dispute and making a recommendation to the SCDOT. The CONSULTANT shall meet with the SCDOT's Program Manager to present the prior rights information gathered. This information must be sufficient for the SCDOT's Program Manager to certify the extent of the utility company's prior rights. The SCDOT shall have final approval authority as to the determination of whether the utility company has prior rights.

Preliminary Utility Report: The CONSULTANT shall prepare the Preliminary Utility Report.

Progress Review Meeting: The CONSULTANT shall conduct a progress review meeting with the SCDOT Project Manager.

Preliminary Utility Report Deliverables

The CONSULTANT shall prepare and submit to the SCDOT a Preliminary Utility Report within 30 days after receiving the Final ROW Plan Approval which includes:

1. List of all utility companies and contact information within the project limits.
2. Utility Company Coordination Meeting Notes.
3. Preliminary recommendation as to the extent of each utility company's prior rights.
4. Preliminary assessment of the impact to each utility company, including costs, as can best be determined at the time.
5. Recommendations for In-Contract Utility Relocations.
6. Recommendations for early Utility Relocations prior to the start of construction.
7. Preliminary Utility Report to be delivered in an electronic format (pdf).

Constructability Review Meeting

Constructability Review Meeting: The CONSULTANT shall plan and conduct a Constructability Review Meeting with all utility companies in order to discuss any conflicts with proposed utility relocations vs. roadway construction work and any conflicts between various utilities. The SCDOT's Program Manager, Resident Construction Engineer (RCE), Resident Maintenance Engineer (RME), District Utility Coordinator and Utilities Manager (or designee) shall be invited to the meeting.

Final Utility Report (90% Final Plan Drawings)

Relocation Sketch Request: The CONSULTANT shall request each utility company to provide a Relocation Drawing of their affected utilities. The utility company may use the SCDOT's design plans for preparing Relocation Drawings. These plans shall contain all available data that may be helpful to the utility company in assessing the utility impact. If a party other than the utility company or its agent prepares Relocation Drawings, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Drawings as shown.

Utility Agreement Collection: The CONSULTANT shall be responsible for collecting the following from each utility company that is located within the project limits: Final Relocation Drawings including letter of "no cost" where the company does not have a prior right; Utility Agreements including cost estimate, relocation plans and prior rights documentation where the company has a prior right; Letters of "no conflict" with supporting documentation where the company's facilities will not be impacted by the Project; Applicable approved permits must be in place for all Utility Companies; Easement acquisition documentation when applicable.

Utility Agreement Review: The CONSULTANT shall review all Relocation Drawings and Utility Agreements to ensure that relocations comply with the SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. The CONSULTANT shall also ensure that there are no conflicts with the proposed highway improvements, and ensure that there are no conflicts between each of the utility company's relocation plans.

Final Utility Report: The CONSULTANT shall prepare the Final Utility Report.

Utility Conflict Matrix: The CONSULTANT shall complete the Final Utility Conflict Matrix.

Final Utility Report Deliverables

The CONSULTANT is expected to assemble the information included in the Utility Agreements and Relocation Drawings in a final and complete form and in such a manner that the Department may approve the submittals with minimal review. Each Utility Agreement and Relocation Drawing submitted must be accompanied by a certification from the CONSULTANT stating that the proposed relocation will not conflict with the proposed highway improvement and will not conflict with another utility company's relocation plan. The report shall also contain the CONSULTANT's recommendation for approval of the Utility Agreements and Relocation Drawings and the CONSULTANT's recommendation that, from a utilities standpoint, the Project is ready to be let to contract. The CONSULTANT shall prepare and submit to the Department a Final Utility Report no later than a minimum of 120 days prior to the Obligation date that includes: List of all utility companies and contact information within the project limits:

1. List of all utility companies and contact information within the project limits.
2. Utility Companies Coordination Meeting Notes.
3. All prior rights supporting documentation.
4. Description of each utility company's relocation plans.
5. Final assessment and explanation of the Project impact to each utility company.
6. Utility Company Relocation Drawings.
7. Letters of "No Cost".
8. Utility Agreements.
9. Letters of "No Conflict".
10. Recommendation for approval of the Final Utility Agreements and Relocation Drawings.
11. Verification of no conflict of the Final Utility Agreements, Relocation Drawings and the Project.
12. Final estimated utility relocation cost for all utilities.
13. Utility Conflict Matrix (UCM).
14. Utility Relocation Schedule.
15. Utility Permits.
16. Utility Easement Documentation.
17. Utility Special Provisions.
18. Memorandum of Agreement (MOA).

U-Sheets (100% Plan Drawings) - U-Sheets:

The CONSULTANT shall prepare and maintain a compilation of all utility relocation plans on one set of the project plans. These plans (U-sheets) will be used during the project development, and

the final set may be included in the bid documentation for information only and will reference the actual relocation plans prepared by the utility.

U-Sheet Deliverables

1. U-Sheets

Task 16

Right-of-Way Services

The COUNTY shall perform all right-of-way acquisition services in accordance with the following tasks for approximately 60 parcels requiring acquisition or permissions. The CONSULTANT shall be responsible for right-of-way staking and right-of-way exhibit preparation.

COUNTY shall provide a final moving items list, removal and disposal items lists, and a UST and fencing list based on the appraisal and negotiations in accordance with the County's construction schedule.

Assumptions.

It is assumed 60 parcels will be acquired.

Task 17

Bidding Services

- The CONSULTANT shall prepare the bid documents necessary to successfully bid the project. Documents shall include all standard County documents as well as special provisions of both the County and the SCDOT.
- The CONSULTANT shall provide the COUNTY with necessary information to be used for advertising for the project. The COUNTY will be responsible for any fees associated with the advertisement.
- The CONSULTANT shall conduct the Pre Bid Conference. The CONSULTANT shall prepare the Pre Bid Agenda for distribution at the conference.
- The CONSULTANT shall conduct the Bid Opening. The CONSULTANT shall COUNTY in evaluate of the bids received, prepare the bid tabulations, and recommend award to the lowest responsive bidder. The CONSULTANT will complete the necessary paperwork associated with awarding of the contract.

Task 18

Construction Phase Support

The COUNTY will advise the CONSULTANT of the contractor's schedule and will inform the CONSULTANT when services are required. The work shall consist of providing technical

assistance during the construction phase of the project. The work shall be performed on an "as needed" basis as requested by the COUNTY and shall include, but not necessarily be limited to the following activities

Construction Administration

Partnering/Pre-Construction Conference

- The CONSULTANT shall attend a partnering/preconstruction conference with the COUNTY and DEPARTMENT, the contractor, utility companies, and any other concerned parties. In attendance from CONSULTANT will at a minimum be the project manager, structural engineer, and utility coordinator. The CONSULTANT will respond to the Contractor's questions pertinent to the CONSULTANT's design.
- Shop Drawings/Working Drawings
 - The CONSULTANT will review all shop drawings for compliance with the intent of the plans, specification, and contract provisions. Shop drawings will be reviewed on an advisory basis. The CONSULTANT will provide a letter of recommendation and/or comments as appropriate to the COUNTY. Each sheet of shop drawings reviewed by the CONSULTANT shall be stamped by the CONSULTANT indicating the appropriate action to be taken with the submittal (approved, rejected, approved as corrected, etc.)
 - Working drawings will be reviewed as requested by the COUNTY. Working drawings will be reviewed on an advisory basis. The CONSULTANT shall provide a letter of recommendation and/or comments as appropriate to the COUNTY.
- The CONSULTANT will provide technical assistance to the COUNTY during construction of the project. This will include responses to field questions, assist coordination with the utility companies and COUNTY as necessary to respond to field changes, and meeting on site during the construction of the project when requested.
- The CONSULTANT is expected to attend COUNTY's Construction Coordination Meetings assumed to be once a month for Six (6) months following the start of construction.

Field Meetings

The CONSULTANT will attend field review meetings as deemed necessary by the SCDOT. The purpose of the CONSULTANT's site visits will be to provide the SCDOT a greater degree of confidence that the completed work will conform in general to the contract documents.

- The CONSULTANT will attend site construction visits at the request of SCDOT resulting from contractor requests for interpretation and clarification of the information presented in the plans and special provisions up to one (1) site visit.
- The CONSULTANT will attend site construction visits at the request of COUNTY resulting from contractor requests or a change in existing field conditions that differ from those presented in the plans up to one (1) site visit.
- The CONSULTANT will attend utility coordination meetings during construction to be available for questions. The CONSULTANT will provide support for utility coordination

throughout construction. The COUNTY will provide day-to-day utility coordination on the project.

- Meetings resulting from errors or omissions are not included.

Other Design Activities

- Design activities and any necessary plan preparation resulting from requests by the Contractor or a change in existing field conditions that are not considered errors or omissions.
- Interpretation of Plans, Specification and Contract Provisions
 - The CONSULTANT shall be prepared to provide interpretation and clarifications of the information presented in the plans and special provisions and provide recommendations for handling site conditions that differ from those presented in the plans.
 - If requested by the COUNTY, the CONSULTANT shall revise the final construction plans to incorporate any design modifications requested by the COUNTY's field construction personnel.

Geotechnical Construction Oversight

The CONSULTANT will provide the following geotechnical construction support services for foundation and embankment construction for this bridge:

- Written evaluation of the contractor's pile or drilled shaft installation plan;
- Written evaluation of the contractor's proposed pile driving hammer using Wave Equation analysis;
- Observation of pile driving during PDA testing and/or during installation of the first piles;
- Written evaluation of PDA results;
- Development of pile driving criteria and bearing graphs for use by construction inspectors in the field;
- Written evaluation of final pile order lengths;
- General pile driving troubleshooting;
- Written evaluation of the contractor's ground improvement installation plan;
- General embankment construction troubleshooting;
- Written evaluation of soil strength testing on borrow excavation materials;
- Written evaluation of contractors geosynthetic submittals;
- Written evaluation of any temporary shoring wall shop plans
- Any other review of plan submittals, as required.

Value Engineering Proposal Review

- The CONSULTANT shall review value engineering proposals submitted by the contractor.
- The CONSULTANT shall review these proposals to determine their practicality for use in the project and ensure that the proposal does not impact the integrity of the design or intent of the plans, specifications, or special provisions.

- The CONSULTANT shall provide written evaluation of the proposals along with recommendations as to whether the COUNTY should accept the proposals or not.

Services Not Provided

Services not provided by the CONSULTANT include, but are not limited to, the following:

- Lighting and Electrical plans
- Retaining wall design
- Landscaping and irrigation plans
- 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
- Sight-specific Response Analysis study
- Fabricating or erecting signs for public meetings
- Alternate designs for bidding
- Construction Engineering and Inspection (CEI)
- 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
- Temporary or permanent ITS
- Utility relocation design.
- Design of temporary bridge and temporary retaining wall structures.
- Permittee Responsible Mitigation (PRM) Plan
- Phase II Environmental Site Assessment

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.
- Eminent Domain advertisement notice.
- Coordinate and procure venue for Public Meeting
- Prepare and mail all public notice letters, develop media releases and coordinate promotion of meeting
- Coordinate, fabricate and erect signs promoting Public Meeting
- Develop and provide necessary hard copies of project handout, comment cards and sign-in sheets
- Provide Security guard for the public information meeting.
- Prepare responses to public comments and develop/mail response letters (at County discretion)
- Existing roadway plans.
- Provide existing signalized intersection coordination timing(s), existing interconnect plan, and location of master, if applicable.
- Provide Existing utility data provided by Utility Owners within the project area
- Contract documents (project-specific special provisions to be supplied by CONSULTANT)
- As-built roadway plans.
- Right-of-way acquisition

Schedule

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

Notice to Proceed	
Project Concept Report	4 months from NTP
Surveys Complete	6 months from NTP
Preliminary Plans Complete	8 months from NTP
Public Information Meeting.....	10 months from NTP
Public Information Meeting Summary	11 months from NTP
Environmental Documentation Complete.....	14 months from NTP
Preliminary Right-of-Way Plans.....	16 months from NTP
Final Right-of-Way Plans	18 months from NTP
Right-of-Way Acquisition Complete.....	30 months from NTP
Preliminary Roadway Construction Plans	32 months from NTP
Final Roadway Construction Plans.....	34 months from NTP

The submittal dates include time for COUNTY/DEPARTMENT review as noted. Per the Intergovernmental Agreement between the COUNTY and the DEPARTMENT, the DEPARTMENT has 25 business days for their review.

Project Information

Project Name	Spears Creek Church Rd Widening
Project Phase or Segment	Concept through Final Construction
Project Location	Richland County
CM Number/Descriptor	
Contract Designation	Original

Consultant Information

Firm Name	Holt Consulting Company, LLC
Certified DBE ?	No
Reviewer Name	
Submittal Date	
Estimate Type	Prime Consultant

Task Identification

Active	Task	Description
	01	Project Organization & Management
	02	Surveys
	03	Environmental Services/Permitting
	04	Traffic Analysis
	05	Concept Report
	06	Geotechnical Investigations
	07	Stormwater Management/ Hydraulic Design
	08	Sediment and Erosion Control/NPDES Permitt
	09	Roadway Plans
	10	Transportation Management Plan
	11	Bridge Plans
	12	Pavement Marking and Signing
	13	Railroad Coordination
	14	Subsurface Utility Exploration
	15	Utility Coordination
	16	Right-of-way Services
	17	Bidding Services
	18	Construction Phase Support
	19	
	20	

Labor Multipliers

Overhead Rate		<i>a</i>
FCCM Rate		<i>b</i>
Profit Rate		<i>c</i>
Combined Multiplier	1.0000	$(1+a)*(1+c)+b$

Staff Classifications

All staff classifications and base rates should be entered on "Setup 2"

Expense descriptions, units and unit rates should be entered on "Setup 3"

Subconsultant Roster

Subconsultant	Certified DBE ?
Neel-Schaffer	
GPI	
CSS	Yes
Three Oaks	100% Yes
LandPlan Group	
IPW	100% Yes
THC	
F&ME	
New South	Yes

Details of subconsultant involvement should be added on "Setup 4"

Geotechnical Testing Direct Expenses

	Assigned to :
Testing Direct Expenses, Worksheet 1	-
Testing Direct Expenses, Worksheet 2	-
Testing Direct Expenses, Worksheet 3	-

Task Matrices for the Current Estimate (Apple 1)

Consultant Team Fee Totals

Task	Holt Consulting Company, LLC	Neel-Schaffner	GPI	CSS	Three Oaks	LandPlan Group	IPW	THC	F&ME	New South	Totals
01 Project Organization & Management	\$ 167,900.00	\$ 7,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 174,920.00
02 Surveys	\$ -	\$ -	\$ 36,835.39	\$ 179,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216,834.94
03 Environmental Services/Permitting	\$ -	\$ 2,310.00	\$ -	\$ -	\$ 115,004.37	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 35,645.05	\$ 157,459.42
04 Traffic Analysis	\$ -	\$ 106,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,440.00
05 Concept Report	\$ 51,690.00	\$ 21,880.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,570.00
06 Geotechnical Investigations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 271,752.00	\$ -	\$ 271,752.00
07 Stormwater Management/ Hydraulic Design	\$ -	\$ 206,015.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206,015.00
08 Sediment and Erosion Control/NPDES Permit	\$ -	\$ 6,360.00	\$ -	\$ -	\$ -	\$ 48,886.00	\$ -	\$ -	\$ -	\$ -	\$ 55,246.00
09 Roadway Plans	\$ 403,115.00	\$ 26,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 429,635.00
10 Transportation Management Plan	\$ 57,190.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,190.00
11 Bridge Plans	\$ 209,024.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 209,024.00
12 Pavement Marking and Signing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,094.00	\$ -	\$ -	\$ -	\$ -	\$ 33,094.00
13 Railroad Coordination	\$ -	\$ 38,660.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,660.00
14 Subsurface Utility Exploration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 177,300.00	\$ -	\$ -	\$ -	\$ 177,300.00
15 Utility Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,239.31	\$ -	\$ -	\$ -	\$ 42,239.31
16 Right-of-way Services	\$ 9,600.00	\$ -	\$ -	\$ 48,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,600.00
17 Bidding Services	\$ 29,204.00	\$ 3,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,284.00
18 Construction Phase Support	\$ 50,600.00	\$ 14,355.00	\$ -	\$ -	\$ -	\$ -	\$ 4,650.72	\$ -	\$ 15,640.00	\$ -	\$ 85,245.72
19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 978,323.00	\$ 432,640.00	\$ 36,835.39	\$ 227,999.55	\$ 115,004.37	\$ 81,980.00	\$ 224,190.03	\$ -	\$ 291,892.00	\$ 35,645.05	\$ 2,424,509.39

Consultant Team Manhour Totals

Task	Holt Consulting Company, LLC	Neel-Schaffner	GPI	CSS	Three Oaks	LandPlan Group	IPW	THC	F&ME	New South	Totals
01 Project Organization & Management	924	36									960
02 Surveys			250	1,781							2,031
03 Environmental Services/Permitting		12			1,047				30	576	1,665
04 Traffic Analysis		715									715
05 Concept Report	366	168									534
06 Geotechnical Investigations									732		732
07 Stormwater Management/ Hydraulic Design		1,425									1,425
08 Sediment and Erosion Control/NPDES Permit		40				342					382
09 Roadway Plans	3,147	168									3,315
10 Transportation Management Plan	436										436
11 Bridge Plans	1,422										1,422
12 Pavement Marking and Signing											233
13 Railroad Coordination		276				233					276
14 Subsurface Utility Exploration											408
15 Utility Coordination							408				408
16 Right-of-way Services	90										90
17 Bidding Services	180	16									196
18 Construction Phase Support	288	81					44		120		533
19											
20											
Totals	6,853	2,937	250	1,781	1,047	575	452		882	576	15,353

Project Fee Summary

Fee Totals Broken Down by Task

Task	Task Description	Labor	Directs	Subs	Total	
01	Project Organization & Management	\$ 167,900.00	\$ -	\$ 7,020.00	\$ 174,920.00	7.2%
02	Surveys	\$ -	\$ -	\$ 216,834.94	\$ 216,834.94	8.9%
03	Environmental Services/Permitting	\$ -	\$ -	\$ 157,459.42	\$ 157,459.42	6.5%
04	Traffic Analysis	\$ -	\$ -	\$ 106,440.00	\$ 106,440.00	4.4%
05	Concept Report	\$ 51,690.00	\$ -	\$ 21,880.00	\$ 73,570.00	3.0%
06	Geotechnical Investigations	\$ -	\$ -	\$ 271,752.00	\$ 271,752.00	11.2%
07	Stormwater Management/ Hydraulic Design	\$ -	\$ -	\$ 206,015.00	\$ 206,015.00	8.5%
08	Sediment and Erosion Control/NPDES Permitting	\$ -	\$ -	\$ 55,246.00	\$ 55,246.00	2.3%
09	Roadway Plans	\$ 400,865.00	\$ 2,250.00	\$ 26,520.00	\$ 429,635.00	17.7%
10	Transportation Management Plan	\$ 57,190.00	\$ -	\$ -	\$ 57,190.00	2.4%
11	Bridge Plans	\$ 209,024.00	\$ -	\$ -	\$ 209,024.00	8.6%
12	Pavement Marking and Signing	\$ -	\$ -	\$ 33,094.00	\$ 33,094.00	1.4%
13	Railroad Coordination	\$ -	\$ -	\$ 38,660.00	\$ 38,660.00	1.6%
14	Subsurface Utility Exploration	\$ -	\$ -	\$ 177,300.00	\$ 177,300.00	7.3%
15	Utility Coordination	\$ -	\$ -	\$ 42,239.31	\$ 42,239.31	1.7%
16	Right-of-way Services	\$ 9,600.00	\$ -	\$ 48,000.00	\$ 57,600.00	2.4%
17	Bidding Services	\$ 29,204.00	\$ -	\$ 3,080.00	\$ 32,284.00	1.3%
18	Construction Phase Support	\$ 50,600.00	\$ -	\$ 34,645.72	\$ 85,245.72	3.5%
		\$ -	\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	\$ -	-
Totals		\$ 976,073.00	\$ 2,250.00	\$ 1,446,186.39	\$ 2,424,509.39	

Holt Consulting Company, LLC

Task	Task Description	Direct Labor	Overhead	Profit	FCCM	Labor Total	Directs	Total
01	Project Organization & Management	\$ 167,900.00	\$ -	\$ -	\$ -	\$ 167,900.00	\$ -	\$ 167,900.00
02	Surveys	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
03	Environmental Services/Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
04	Traffic Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
05	Concept Report	\$ 51,690.00	\$ -	\$ -	\$ -	\$ 51,690.00	\$ -	\$ 51,690.00
06	Geotechnical Investigations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07	Stormwater Management/ Hydraulic Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08	Sediment and Erosion Control/NPDES Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
09	Roadway Plans	\$ 400,865.00	\$ -	\$ -	\$ -	\$ 400,865.00	\$ 2,250.00	\$ 403,115.00
10	Transportation Management Plan	\$ 57,190.00	\$ -	\$ -	\$ -	\$ 57,190.00	\$ -	\$ 57,190.00
11	Bridge Plans	\$ 209,024.00	\$ -	\$ -	\$ -	\$ 209,024.00	\$ -	\$ 209,024.00
12	Pavement Marking and Signing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Railroad Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Subsurface Utility Exploration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Utility Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Right-of-way Services	\$ 9,600.00	\$ -	\$ -	\$ -	\$ 9,600.00	\$ -	\$ 9,600.00
17	Bidding Services	\$ 29,204.00	\$ -	\$ -	\$ -	\$ 29,204.00	\$ -	\$ 29,204.00
18	Construction Phase Support	\$ 50,600.00	\$ -	\$ -	\$ -	\$ 50,600.00	\$ -	\$ 50,600.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 976,073.00	\$ -	\$ -	\$ -	\$ 976,073.00	\$ 2,250.00	\$ 978,323.00
		(A)	(B)	(C)	(D)	(E)	(F)	

Summary of DBE Qualifying Fees

	Total Fee	Qual. Percentage	Qualifying Fee
Holt Consulting Company, LLC	\$ 978,323.00		\$ -
Neel-Schaffer	\$ 432,640.00		\$ -
GPI	\$ 36,835.39		\$ -
CSS	\$ 227,999.55	100.0%	\$ 227,999.55
Three Oaks	\$ 115,004.37	100.0%	\$ 115,004.37
LandPlan Group	\$ 81,980.00		\$ -
IPW	\$ 224,190.03	100.0%	\$ 224,190.03
THC	\$ -		\$ -
F&ME	\$ 291,892.00		\$ -
New South	\$ 35,645.05	100.0%	\$ 35,645.05
	\$ -		\$ -
Total DBE Qualifying Fee			\$ 602,839.00
Percentage of Fee Total			24.9%

Fee Summary

A - Direct Labor	\$ 976,073.00
B - Overhead [A x 0]	\$ -
C - Profit [(A+B) x 0]	\$ -
D - FCCM [A x 0]	\$ -
E - Labor Total	\$ 976,073.00
F - Total Non-Salary Direct Expenses	\$ 2,250.00
G - Subconsultant Fees	\$ 1,446,186.39
Fee Total	\$ 2,424,509.39

fee total less profit: \$2,424,509.39

Prepared by: _____

Subconsultant Fee Summary

Subconsultant Fees Broken Down by Task

Task	Neel-Schaffer	GPI	CSS	Three Oaks	LandPlan Group	IPW	THC	F&ME	New South	Total
01	\$ 7,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,020.00
02	\$ -	\$ 36,835.39	\$ 179,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216,834.94
03	\$ 2,310.00	\$ -	\$ -	\$ 115,004.37	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 35,645.05	\$ 157,459.42
04	\$ 106,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,440.00
05	\$ 21,880.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,880.00
06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 271,752.00	\$ -	\$ 271,752.00
07	\$ 206,015.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206,015.00
08	\$ 6,360.00	\$ -	\$ -	\$ -	\$ 48,886.00	\$ -	\$ -	\$ -	\$ -	\$ 55,246.00
09	\$ 26,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,520.00
10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	\$ -	\$ 33,094.00	\$ -	\$ -	\$ -	\$ -	\$ 33,094.00
13	\$ 38,660.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,660.00
14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 177,300.00	\$ -	\$ -	\$ -	\$ 177,300.00
15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,239.31	\$ -	\$ -	\$ -	\$ 42,239.31
16	\$ -	\$ -	\$ 48,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,000.00
17	\$ 3,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,080.00
18	\$ 14,355.00	\$ -	\$ -	\$ -	\$ -	\$ 4,650.72	\$ -	\$ 15,640.00	\$ -	\$ 34,645.72
19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Totals \$ 432,640.00 \$ 36,835.39 \$ 227,999.55 \$ 115,004.37 \$ 81,980.00 \$ 224,190.03 \$ - \$ 291,892.00 \$ 35,645.05 \$ - #####
 (G)

Holt Consulting Company, LLC	\$ 978,323.00	40.4%
Neel-Schaffer	\$ 432,640.00	17.8%
GPI	\$ 36,835.39	1.5%
CSS	\$ 227,999.55	9.4%
Three Oaks	\$ 115,004.37	4.7%
LandPlan Group	\$ 81,980.00	3.4%
IPW	\$ 224,190.03	9.2%
THC	\$ -	-
F&ME	\$ 291,892.00	12.0%
New South	\$ 35,645.05	1.5%
	\$ -	-
Project Totals	\$ 2,424,509.39	



Agenda Briefing

Prepared by: Michael Niermeier

Department: Transportation

Date Prepared: October 12, 2020

Meeting Date: October 20, 2020

Legal Review	Elizabeth McLean via email	Date:	October 14, 2020
Budget Review	James Hayes via email	Date:	October 13, 2020
Finance Review	Stacey Hamm via email	Date:	October 13, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	Transportation Organization		

Recommended Action:

Approve the proposed organization chart.

Motion Requested:

1. Approve the proposed organization chart; or,
2. Approve a modified organizational chart; or,
3. Do not approve an organizational chart change.

Request for Council Reconsideration: No

Fiscal Impact:

Motion of Origin:

At the September 22 Transportation Ad Hoc Meeting, a recommendation was made to bring back the overall organizational chart to the committee in October.

Council Member	Bill Malinowski, District 1
Meeting	Transportation Ad Hoc
Date	September 22, 2020

Discussion:

The Committee requested the overall organization chart be brought back and presented to the October Transportation Ad Hoc Committee Meeting. The original “as is” chart generated some questions by member on the committee resulting in the approval of the Finance Manager- Transportation position but wanting further discussion on the overall organization.

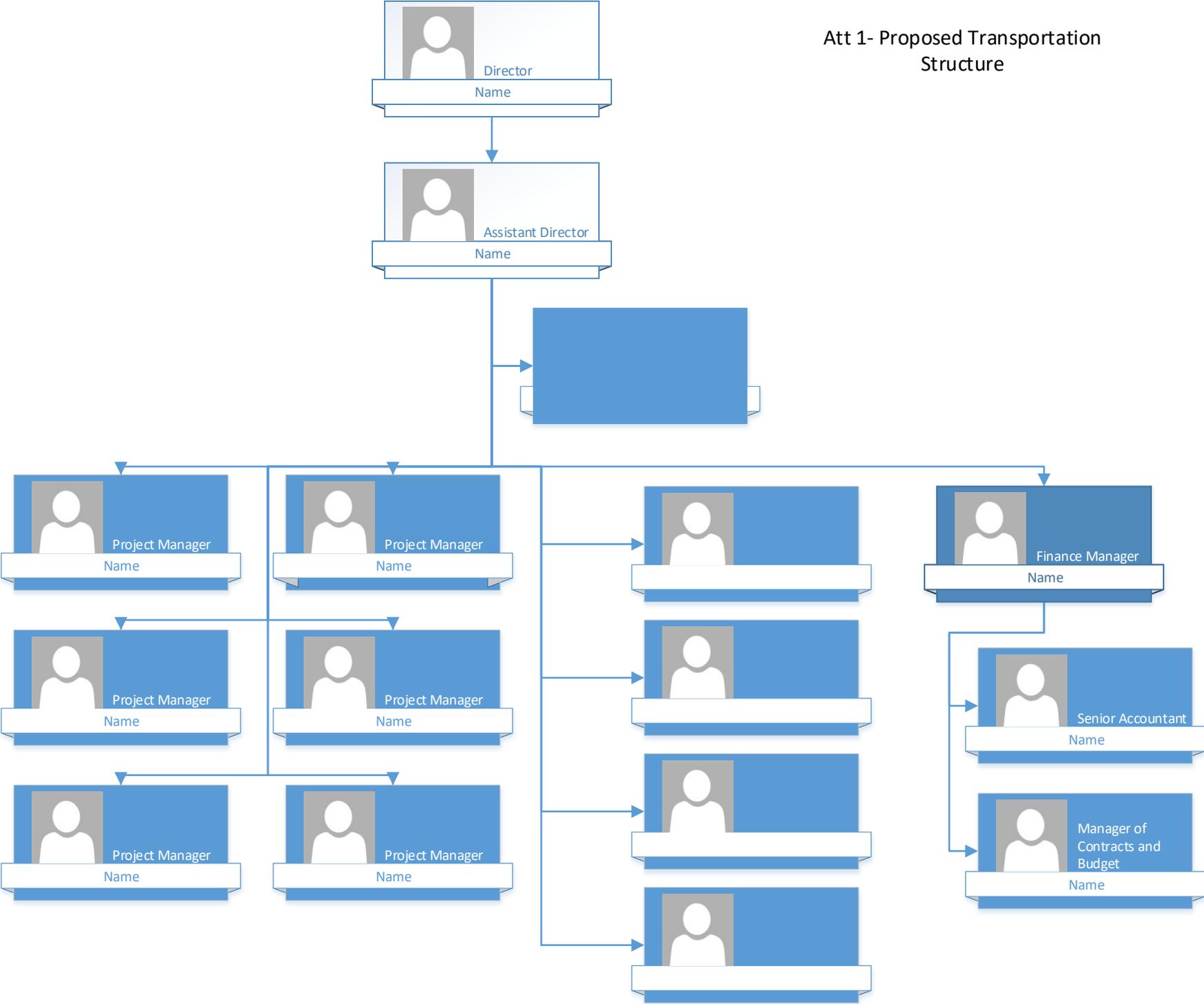
Some of the questions included authority of the Assistant Director as the #2 person and that positions ability to oversee other employees; Inspectors reporting the the Conctacts and Budget Manager; no authority over Finance Manager.

The attached organization chart was requested by the committee for discussion and possible action. This was confirmed with the Transportation Ad Hoc Committee Chairman on 10/13/2020.

Attachments:

1. Proposed Organizational Chart

Att 1- Proposed Transportation Structure





Agenda Briefing

Prepared by: Michael Niermeier
Department: Transportation Department
Date Prepared: October 13, 2020 **Meeting Date:** October 20, 2020

Legal Review	Elizabeth McLean via email	Date:	October 14, 2020
Budget Review	James Hayes via email	Date:	October 13, 2020
Finance Review	Stacey Hamm via email	Date:	October 13, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	Mitigation Credit Sales – Easley Combined Utilities		

Recommended Action:

Staff respectfully requests the Committee concur with these credit sales and forward to full Council for consideration.

Motion Requested:

Approval of the requested mitigation credit sales.

Request for Council Reconsideration: Yes

This approval is time sensitive as the buyer has requested notice of approval as soon as possible due to Army Corps of Engineers permitting constraints.

Fiscal Impact:

This mitigation credit sale will generate \$23,704.09 which will be credited to the Transportation Penny Program.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to Easley Combined Utilities for an Army Corps of Engineers (ACE) 404 Permit for the Crayton Creek Sewer Extension near Easley, South Carolina. This mitigation bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation and other projects. Funding from credit sales is credited back to the Transportation Program.

This approval is time sensitive as the buyer has requested notice of approval as soon as possible due to Army Corps of Engineers permitting constraints.

Project Name: Crayton Creek Sewer Extension

Richland County Share: \$23,704.09

Attachments:

1. MCMB Surplus Credit Sales Contract_Easley Combined Utilities_Purchaser Signed 10.07.20.pdf
2. Notice to Richland County_Easley Combined Utilities 10.08.20.pdf

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this ____ day of _____, 2020, by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and EASLEY COMBINED UTILITIES, a municipally owned utility established under South Carolina law (Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located inside, and under certain circumstances, outside that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Pursuant to applicable Corps policies, to the extent that Bank credits are sold as compensation for unavoidable adverse impacts to jurisdictional waters located outside the Service Area and outside the 8-digit Hydrological Unit Code watershed in which the Bank is located (the "Bank's Watershed"), Seller is required by the Corps to commit incremental acres of wetlands per wetland mitigation credit, and incremental linear feet of stream per stream mitigation credit, in excess of that required if such wetland mitigation credits and stream mitigation credits, as applicable, were sold inside the Service Area and inside the Bank's Watershed;

D. Purchaser may purchase wetland and stream mitigation credits from the Bank as compensation for unavoidable adverse impacts to jurisdictional waters of the United States for Purchaser's projects located outside the Bank's Watershed upon Purchaser receiving Corps approval;

E. Purchaser desires to procure compensatory mitigation in connection with the

project known as “Crayton Creek Sewer Extension” pursuant to USACE Charleston District permit SAC-2020-01313 (the “Permitted Project”), which is located outside the Service Area and outside the Bank’s Watershed;

F. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) ZERO and 00/100 (0.00) stream mitigation credits (the "Stream Credits") and (b) ONE and 272/1000 (1.272) freshwater wetland enhancement/restoration mitigation credit and ZERO and 00/100 (0.00) freshwater wetland preservation mitigation credits (the “Wetland Credits”, and together with the Stream Credits, the “Credits”) from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 4 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Fee for Out of Primary Service Area Credit Sales. Purchaser agrees to pay a fee (the “Adjacent 8-digit HUC”) to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank’s ledger to compensate for use of the Bank’s credits to compensate for the Permitted Project’s unavoidable adverse impacts occurring outside the Service Area and outside the Bank’s Watershed. The Adjacent 8-digit HUC Fee shall be calculated as the sum of (a) 0.0748235 Wetland Credit, which represents the functional acres of wetlands deducted from the Bank’s ledger due to the Permitted Project’s location outside the Bank’s Watershed, multiplied by the per-wetland-credit price defined in Section 4 below, and (b) 0.0000 Stream Credit, which represents the functional linear feet of stream deducted from the

Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-stream-credit price defined in Section 4 below.

4. Purchase Price. The purchase price for the (a) Stream Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 (\$0.00); (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of TWENTY-FIVE THOUSAND FOUR HUNDRED FORTY and 00/100 (\$25,440.00); and, (c) Adjacent 8-digit HUC Fee of ONE THOUSAND FOUR HUNDRED NINETY-SIX AND 47/100 (\$1,496.47), for a grand total purchase price for the Stream Credits and the Wetland Credits of TWENTY-SIX THOUSAND NINE HUNDRED THIRTY-SIX and 47/100 (\$26,936.47) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

5. Delivery of Credits. Upon receipt of the Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

6. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.
- (d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.
- (e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.
- (f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.
- (g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

7. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
3414 Peachtree Road NE, STE 990
Atlanta, Georgia 30326

With a copy to:

The Lyme Timber Company LP
General Counsel
23 South Main Street, 3rd Floor
Hanover, NH 03755

Purchaser: Easley Combined Utilities
Attention: Joel Ledbetter
P.O. Box 619
110 Peachtree Street
Easley, SC 29641

With a copy to:

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction. In the event any claims arise for commissions, fees, or other compensation in connection with this transaction, the party causing such claims or through whom such claims are made shall indemnify, defend, and hold harmless the other party for any loss or damage incurred by such party because of such claim. The foregoing indemnification shall survive the cancellation, termination or consummation of this Agreement.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to

recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(k) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

(m) Confidentiality. Purchaser and Seller agree to maintain, in strictest confidence, the terms of this Agreement and any and all communications between the parties. This Section shall not apply to any information which: (i) was known to receiving party prior to it being disclosed to such party hereunder and can be so demonstrated by written documentation; (ii) was in the public domain by publication when received by receiving party or later came into the public domain by publication through no fault of receiving party; (iii) was disclosed to receiving party, free of confidentiality obligations, by a third party who (to the knowledge of receiving party) is not under obligations of secrecy concerning the information and/or materials; or (iv) was independently developed by receiving party without reference to the information. In the event legal process requires or requests disclosure by receiving party, its agents, representatives and/or employees of any of the information, if legally permissible to do so, receiving party shall give prompt notice of such process immediately to the other party so that the other party may either seek an appropriate protective order and/or waive compliance by receiving party with the provisions of this Section.

WITNESS the following authorized signatures:

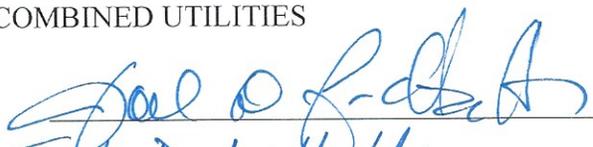
SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: EASLEY COMBINED UTILITIES

By: 

Printed: Joel D. Ledbetter

Its: General Manager

EXHIBIT A

[Attach map of Service Area]

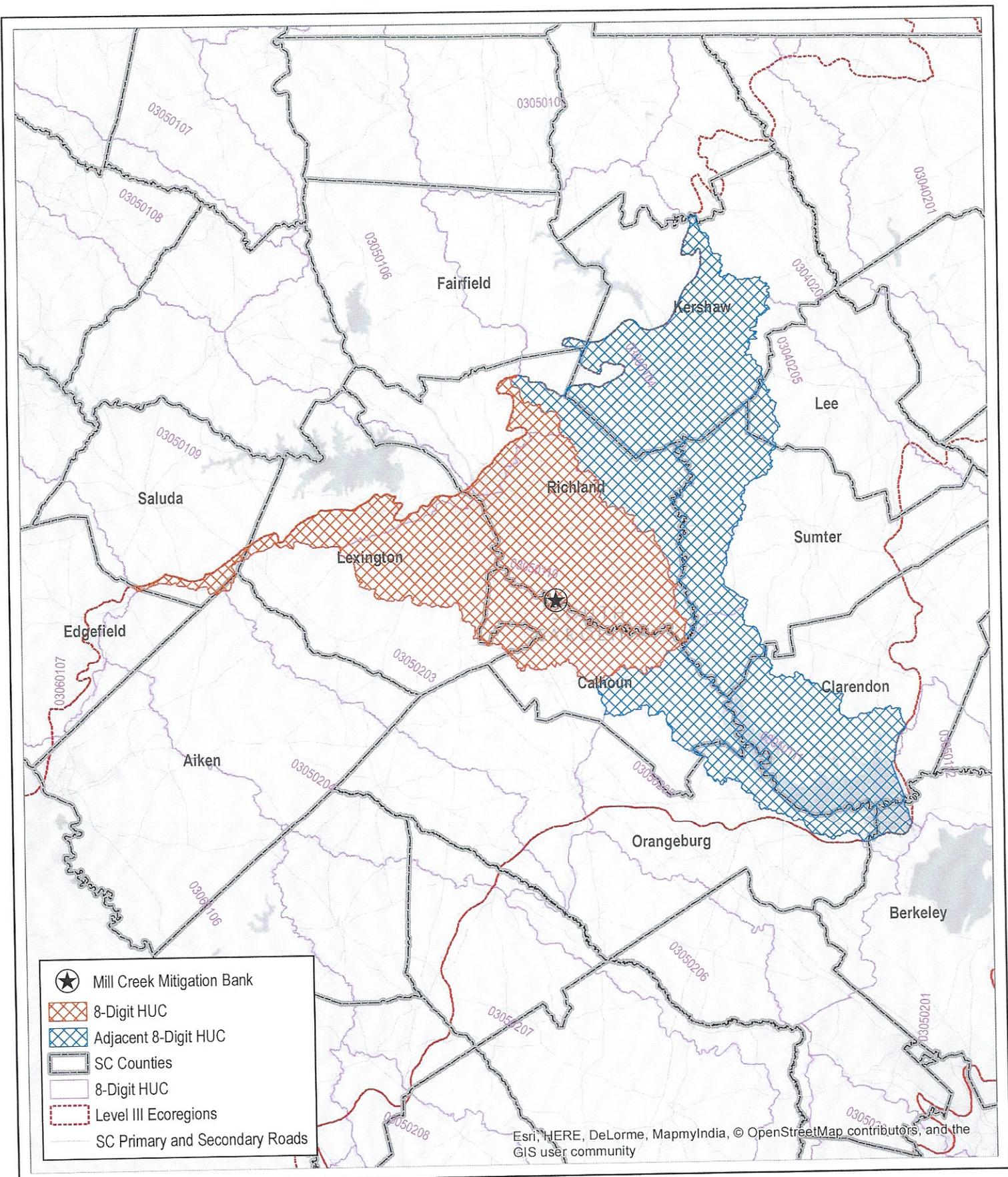


Figure 16: Service Area Map
 Mill Creek Mitigation Bank
 Richland County, South Carolina
 Source: ESRI, USGS, EPA
 Date: July 2016
 114 of 131

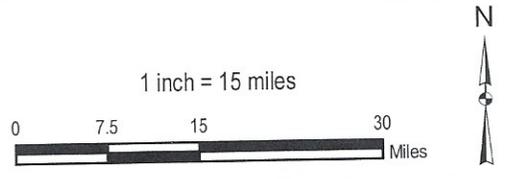


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the _____ day of _____, 2020, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and EASLEY COMBINED UTILITIES, a municipally owned utility established under South Carolina law ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2020 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, ZERO and 00/100 Stream Credits and ONE and 272/1000 Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:

SALES NOTICE

This document is intended to serve as the Sales notice required in Exhibit D Section ii of the Purchase and Sale Agreement the Agreement for Reserved Mitigation Credits between Mill Creek Mitigation Holdings LLC MCMH and Richland County the County terms used but not defined herein shall have the meaning given such terms in the Agreement.

Pursuant to Section ii the County has three business days to respond to this Sales notice to confirm whether it would like to participate in the credit sale opportunity through the sale of its Buyer Surplus Credits. The below summary of the sales opportunity provides details on the sale and the calculation of proceeds if the County chooses to fulfill 100% of the sales opportunity using Buyer Surplus Credits. To the extent the County declines to participate or fails to respond within three business days MCMH is free to utilize its Excess Credits to fulfill the sale in which case the County would be entitled to 20% of the gross sales price as further provided in the Agreement.

Enclosed with this Sales notice is the current draft of the Credit Sales Agreement the Sales Agreement .

Please let us know if you have any questions.

Sincerely



MILL CREEK MITIGATION HOLDINGS LLC

October 8, 2020

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project</u>	Crayton Creek Sewer Extension
<u>Location</u>	Along Crayton Creek near Easley SC
<u>-Digit HUC Watershed Code</u>	030 0 09 Saluda River
<u>Buyer</u>	Easley Combined Utilities
<u>Buyer's USACE 404 Permit</u>	SAC-2020-0 3 3
<u>Price Per Wetland Credit</u>	20 000
<u>Price Per Stream Credit</u>	/A
<u>Wetland Credits</u>	.272 restoration/enhancement credits
<u>Stream Credits</u>	0.00
<u>Credit Proceeds</u>	2 000
<u>Richland County Credit Share</u>	23 0 . 0 92 of 2 000
<u>MCMH Credit Share</u>	2 03 .20 of 2 000
<u>Fee for Out of Primary Service Area Sale</u>	9 . 7
<u>Richland County Fee Share</u>	299.29 20 of 9 . 7
<u>MCMH Fee Share</u>	97. 0 of 9 . 7
<u>Gross Proceeds Inclusive of Fee for Out of Primary Service Area Sale</u>	2 93 . 7
<u>Richland County Proceeds Share</u>	23 70 .09
<u>MCMH Proceeds Share</u>	3 232.3



Agenda Briefing

Prepared by: Michael Niermeier
Department: Transportation Department
Date Prepared: October 13, 2020 **Meeting Date:** October 20, 2020

Legal Review	Elizabeth McLean via email	Date:	October 14, 2020
Budget Review	James Hayes via email	Date:	October 13, 2020
Finance Review	Stacey Hamm via email	Date:	October 13, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc Committee		
Subject:	Mitigation Credit Sales – Fielding Homes LLC		

Recommended Action:

Staff respectfully requests the Committee concur with these credit sales and forward to full Council for consideration.

Motion Requested:

Approval of the requested mitigation credit sales.

Request for Council Reconsideration: Yes

This approval is time sensitive as the buyer has requested notice of approval as soon as possible due to Army Corps of Engineers permitting constraints.

Fiscal Impact:

This mitigation credit sale will generate \$135,293.98 which will be credited to the Transportation Penny Program.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to Fielding Homes LLC for an Army Corps of Engineers (ACE) 404 Permit for the Allison Meadows residential development in York County, South Carolina. This mitigation bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation and other projects. Funding from credit sales is credited back to the Transportation Program.

This approval is time sensitive as the buyer has requested notice of approval as soon as possible due to Army Corps of Engineers permitting constraints.

Project Name: Allison Meadows – residential development

Richland County Share: \$135,293.98

Attachments:

1. MCMB Surplus Credit Sales Contract_Fielding Homes_10.05.20_purchaser signed.pdf
2. Notice to Richland County_Fielding Homes 10.08.20.pdf

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this ____ day of _____, 2020, by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and the FIELDING HOMES, LLC, a North Carolina limited liability company (Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located inside, and under certain circumstances, outside that certain geographical service area more particularly depicted on the attached **Exhibit A** (the "Service Area");

C. Pursuant to applicable Corps policies, to the extent that Bank credits are sold as compensation for unavoidable adverse impacts to jurisdictional waters located outside the Service Area and outside the 8-digit Hydrological Unit Code watershed in which the Bank is located (the "Bank's Watershed"), Seller is required by the Corps to commit incremental acres of wetlands per wetland mitigation credit, and incremental linear feet of stream per stream mitigation credit, in excess of that required if such wetland mitigation credits and stream mitigation credits, as applicable, were sold inside the Service Area and inside the Bank's Watershed;

D. Purchaser may purchase wetland and stream mitigation credits from the Bank as compensation for unavoidable adverse impacts to jurisdictional waters of the United States for Purchaser's projects located outside the Bank's Watershed upon Purchaser receiving Corps approval;

E. Purchaser desires to procure compensatory mitigation in connection with the

project known as “Allison Meadows” pursuant to USACE Charleston District permit SAC-2019-01315 (the “Permitted Project”), which is located outside the Service Area and outside the Bank’s Watershed;

F. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) FOUR HUNDRED NINE and 45/100 (409.45) stream restoration/enhancement credits (the "Stream Credits") and FOUR HUNDRED NINE and 45/100 (409.45) stream preservation credits (the “Stream Credits”); and, (b) ZERO and 00/100 (0.00) freshwater wetland enhancement/restoration mitigation credit and ZERO and 00/100 (0.00) freshwater wetland preservation mitigation credits (the “Wetland Credits”, and together with the Stream Credits, the “Credits”) from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 4 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Fee for Out of Primary Service Area Credit Sales. Purchaser agrees to pay a fee (the “Adjacent 8-digit HUC”) to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank’s ledger to compensate for use of the Bank’s credits to compensate for the Permitted Project’s unavoidable adverse impacts occurring outside the Service Area and outside the Bank’s Watershed. The Adjacent 8-digit HUC Fee shall be calculated as the sum of (a) 0.00000 Wetland Credit, which represents the functional acres of wetlands deducted from the Bank’s ledger due to the Permitted Project’s location outside the Bank’s Watershed, multiplied by the per-wetland-credit price defined in Section 4 below, and

(b) 98.60224 Stream Credit, which represents the functional linear feet of stream deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-stream-credit price defined in Section 4 below.

4. Purchase Price. The purchase price for the (a) Stream Credits shall be ONE HUNDRED SEVENTY-FIVE and 00/100 Dollars (\$175.00) for each Stream Credit, for a total purchase price for the Stream Credits of ONE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED SEVEN and 50/100 (\$143,307.50); (b) Wetland Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of ZERO and 00/100 (\$0.00); and, (c) Adjacent 8-digit HUC Fee of SEVENTEEN THOUSAND TWO HUNDRED FIFTY-FIVE AND 39/100 (\$17,255.39), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED SIXTY-TWO and 89/100 (\$160,562.89) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

5. Delivery of Credits. Upon receipt of the Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

6. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.
- (d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.
- (e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.
- (f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.
- (g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

7. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
3414 Peachtree Road NE, STE 990
Atlanta, Georgia 30326

With a copy to:

The Lyme Timber Company LP
General Counsel
23 South Main Street, 3rd Floor
Hanover, NH 03755

Purchaser: Fielding Homes, LLC
Attention: James Martin
227 West Trade Street
Charlotte, NC 28202

With a copy to:

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) **Brokerage Commission.** Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction. In the event any claims arise for commissions, fees, or other compensation in connection with this transaction, the party causing such claims or through whom such claims are made shall indemnify, defend, and hold harmless the other party for any loss or damage incurred by such party because of such claim. The foregoing indemnification shall survive the cancellation, termination or consummation of this Agreement.

(c) **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) **Compliance with Applicable Laws.** Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) **Severability.** The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) **Additional Assurances.** Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) **Attorney's Fees.** If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to

recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(k) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

(m) Confidentiality. Purchaser and Seller agree to maintain, in strictest confidence, the terms of this Agreement and any and all communications between the parties. This Section shall not apply to any information which: (i) was known to receiving party prior to it being disclosed to such party hereunder and can be so demonstrated by written documentation; (ii) was in the public domain by publication when received by receiving party or later came into the public domain by publication through no fault of receiving party; (iii) was disclosed to receiving party, free of confidentiality obligations, by a third party who (to the knowledge of receiving party) is not under obligations of secrecy concerning the information and/or materials; or (iv) was independently developed by receiving party without reference to the information. In the event legal process requires or requests disclosure by receiving party, its agents, representatives and/or employees of any of the information, if legally permissible to do so, receiving party shall give prompt notice of such process immediately to the other party so that the other party may either seek an appropriate protective order and/or waive compliance by receiving party with the provisions of this Section.

WITNESS the following authorized signatures:

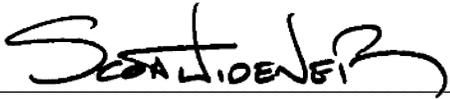
SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: FIELDING HOMES, LLC

By:  _____

Printed: Scott Widener

Its: Division President

EXHIBIT A

[Attach map of Service Area]

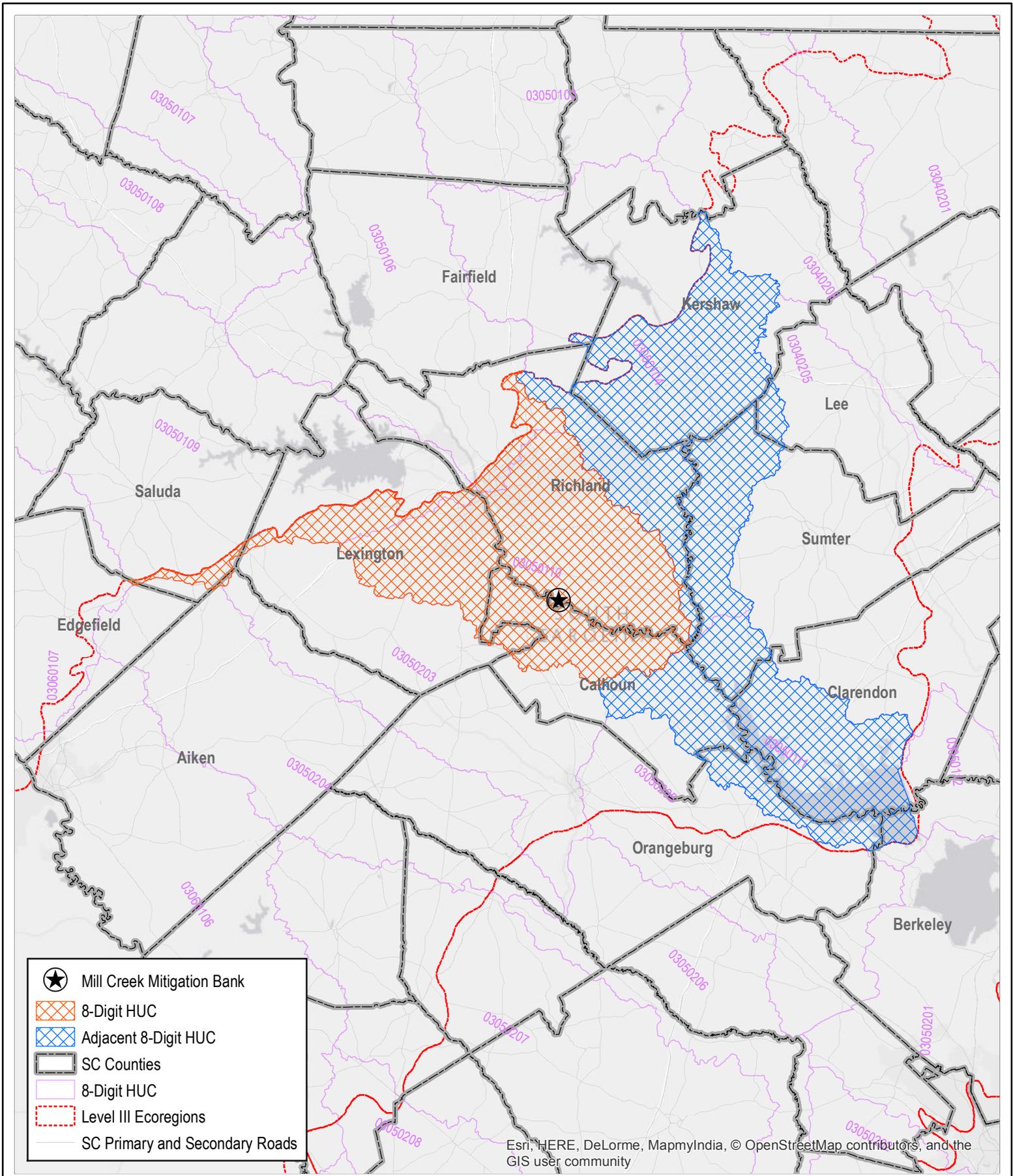


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of _____, 2020, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and FIELDING HOMES, LLC, A North Carolina limited liability company ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2020 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, EIGHT HUNDRED EIGHTEEN and 90/100 (818.90) Stream Credits and ZERO and 00/100 (0.00) Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:

SALES NOTICE

This document is intended to serve as the Sales notice required in Exhibit D Section ii of the Purchase and Sale Agreement the Agreement for Reserved Mitigation Credits between Mill Creek Mitigation Holdings LLC MCMH and Richland County the County terms used but not defined herein shall have the meaning given such terms in the Agreement.

Pursuant to Section ii the County has three business days to respond to this Sales notice to confirm whether it would like to participate in the credit sale opportunity through the sale of its Buyer Surplus Credits. The below summary of the sales opportunity provides details on the sale and the calculation of proceeds if the County chooses to fulfill 100% of the sales opportunity using Buyer Surplus Credits. To the extent the County declines to participate or fails to respond within three business days MCMH is free to utilize its Excess Credits to fulfill the sale in which case the County would be entitled to 20% of the gross sales price as further provided in the Agreement.

Enclosed with this Sales notice is the current draft of the Credit Sales Agreement the Sales Agreement .

Please let us know if you have any questions.

Sincerely



MILL CREEK MITIGATION HOLDINGS LLC

October 8, 2020

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project</u>	Allison Meadows – residential development
<u>Location</u>	York County SC
<u>-Digit HUC Watershed Code</u>	030 0 03 Lower Catawba River
<u>Buyer</u>	Fielding Homes LLC
<u>Buyer's USACE 404 Permit</u>	SAC-20 9-0 3
<u>Price Per Wetland Credit</u>	/A
<u>Price Per Stream Credit</u>	7 .00
<u>Wetland Credits</u>	0.00
<u>Stream Credits</u>	.90 credits 09. restoration 09. preservation
<u>Credit Proceeds</u>	3 307. 0
<u>Richland County Credit Share</u>	3 2.90 92 of 3 307. 0
<u>MCMH Credit Share</u>	. 0 of 3 307. 0
<u>Fee for Out of Primary Service Area Sale</u>	7 2 .39
<u>Richland County Fee Share</u>	3 .0 20 of 7 2 .39
<u>MCMH Fee Share</u>	3 0 .3 0 of 7 2 .39
<u>Gross Proceeds Inclusive of Fee for Out of Primary Service Area Sale</u>	0 2. 9
<u>Richland County Proceeds Share</u>	3 293.9
<u>MCMH Proceeds Share</u>	2 2 .9