

TRANSPORTATION AD HOC COMMITTEE

Thursday February 25, 2016
12:00 PM
Admin Conference Room

- 1. Call to Order**
- 2. Adoption of the Agenda**
- 3. TPAC: Recommendations to Council [Pages 2-7]**
- 4. Motion for repeal of Significant Purchase Ordinance (Richland County Code Section 2-591) (ROSE) [Pages 8-13]**
- 5. Bluff Road Phase I Widening Project:**
 - a. Utility relocation recommendation [Pages 14 - 16]**
 - b. Supplemental IGA with SCDOT [Pages 17-25]**
- 6. North Main Street Widening Project: Agreement with City [Pages 26 - 53]**
- 7. Concept Reports: Pineview Road and Shop Road Widening Projects**
- 8. County Transportation Improvement Program (CTIP): Status**
- 9. Other Business**
- 10. Adjournment**



Committee Members

Paul Livingston, Chair
District Four

Bill Malinowski
District One

Seth Rose
District Five

Jim Manning
District Eight

February 18, 2016

Mr. Paul Livingston
Chair
Ad Hoc Transportation Committee
Richland County Council

Dear Councilman Livingston:

On January 19, the Richland County Council's Ad Hoc Transportation Committee referred two motions to the Transportation Penny Advisory Committee (TPAC). One motion was made by Councilman Norman Jackson, the other was made by Councilman Seth Rose. The purpose of these motions was to restructure and strengthen the TPAC. The purpose of referring the motions to the TPAC was to seek the Committee's comments.

Subsequently, the TPAC met on January 25 and February 12, to consider the motions. The TPAC appreciated that Councilman Jackson and Councilman Rose recognize the need for a more robust TPAC, and felt their motions were positive steps in that direction.

The motions had the effect of prompting a broader TPAC discussion about the need for a comprehensive and coherent framework for transforming the TPAC so it has the mandate and capacity to provide effective citizen oversight of the Richland County Transportation Penny Program. As a result, the TPAC developed and unanimously adopted the recommendations set forth in the attachment to this email. Note that the

recommendations incorporate elements of the motions by Councilman Jackson and Councilman Rose.

The TPAC hopes its recommendations will be helpful to the Ad Hoc Transportation Committee at its February 25 meeting and beyond. Implementing the recommendations will certainly require more discussion and planning, and the TPAC is committed to working with Council to ensure a collaborative and effective transition. Towards that end, please call on me at any time.

Thanks to the Ad Hoc Committee for its courtesy and consideration.

Hayes Mizell

Chair

Transportation Penny Advisory Committee

hmizell@gmail.com

The Transportation Penny Advisory Committee recommends that Richland County Council authorize, execute, and fund the following:

- 1) Change the name of the current “Transportation Penny Advisory Committee” (TPAC) to the “Transportation Penny Oversight Committee” (TPOC).
- 2) Establish that the broad purpose of the TPOC is to:
 - (a) provide independent, citizens-based oversight of Transportation Penny implementation;
 - (b) ensure fiscal and programmatic integrity, ethical and equitable implementation, and accountability of the Transportation Penny;
 - (c) review, comment on, and make recommendations to Richland County Council
on Transportation Penny matters before they are considered by Council;
 - (d) ensure transparency of Transportation Penny implementation, and inform the public of implementation progress and problems.

[Note: It is stipulated that Council will consult with the County Attorney to determine if #2 (b) above creates potential liability for TPOC members.]

[Note: It is stipulated that all references in this document to the Transportation Penny Program include roads, mass transit, bike paths, and greenways.)

- 3) Describe, and provide an organization chart that illustrates the independent role of the TPOC in relation to the Transportation Penny Program. Require TPOC to review and comment on recommendations from the Department of Transportation / Program Development Team to County Council, before the recommendations are presented to Council.
- 4) Establish that the process for appointing and removing TPOC members, and the structure and organization of the TPOC, will be the same as for the TPAC.
- 5) Appoint future TPOC members who have either transportation mode, business, community, or professional experience that enables them to assist the TPOC in fulfilling its purpose and executing its responsibilities. Ensure that persons seeking appointment to the TPOC have the commitment and time to serve diligently.
Require persons seeking appointment to sign a no-conflict of interest statement.

- 6) Establish that the person serving as Chair of the TPOC, or a TPOC member designated by the Chair, will be a non-voting member of Richland County Council's Ad Hoc Transportation Committee. Delineate the Chair's role and responsibilities as the liaison between the TPOC and the Ad Hoc Transportation Committee.
- 7) Delineate specific responsibilities of the TPOC Chair and Vice-Chair.
- 8) Provide that the TPOC has the authority and funding to retain an independent staff person or consultant, and other technical assistance necessary for the TPOC to function effectively. Individuals and/or private organizations the TPOC retains will be solely accountable to the TPOC and serve at its pleasure.

[Note: It is stipulated that before the TPOC retains each staff/consultant, it will draft a work plan for each position. This plan will guide the development of a statement of qualifications the TPOC and the County Office of Procurement will use in the recruitment and selection of the staff/consultant.]

[Note: It is stipulated that the TPOC will collaborate with the County Office of Procurement to ensure that the process of seeking, selecting, and employing or terminating persons for staff/consultant positions complies with County procurement ordinances/process.]

[Note: It is stipulated that the TPOC Chair will appoint a committee of TPOC members to select and interview persons applying for staff/consultant positions, and to recommend one or more applicants for the TPOC's consideration.]

[Note: It is stipulated that the County will provide adequate office, telephone, Internet, copying capability, stationery, etc. necessary for the TPOC and any staff/consultant it retains to function effectively.]
- 9) Direct the County Administrator and/or County Director of Transportation to serve as liaison and ensure cooperation between the TPOC (including any staff/consultants the TPOC retains) and staff of County departments/offices; also the Program Development Team. Such cooperation shall include overall financial reporting, procurement, and audit of the entire Penny program;

[Note: It is stipulated that the purpose of #9 above is to provide for the orderly and effective working relationship between the TPOC, including any TPOC staff/consultant, and staff of County departments/offices; also the Program Development Team.]

10) Delineate the responsibilities of the TPOC to include:

- (a) meet at least once each month and as often as necessary to fulfill the TPOC's purpose and execute its responsibilities;
- (b) conduct public meetings and hearings to obtain information and perspectives necessary for the TPOC to fulfill its purpose and execute its responsibilities;
- (c) recommend any modification to the Transportation Penny projects list not consistent with the generic description of the project(s) (i.e. the addition of new projects not currently on the projects list; etc.). Any modifications to the projects list consistent with the generic description of the project(s) shall not require a recommendation of the TPOC (i.e. minor revisions to a project on the projects list not impacting the overall scope of the project);
- (d) recommend any reordering of the prioritization (if applicable) of the Transportation Penny projects list;
- (e) annually review and make recommendations regarding the Comprehensive County Transportation Improvement Program;
- (f) at the TPOC's discretion, inquire about and review any contracts or sub-contracts paid from Transportation Penny revenue. Report any problems, issues, or discrepancies to the Richland County Internal Audit Committee or Council, as applicable;
- (g) at the TPOC's discretion, review monthly expenditure reports provided by the County and/or the Program Development Team to ensure compliance with the Transportation Penny ordinance. At any time, request copies of all monthly invoices for Penny expenditures. Refer any potential discrepancies to the Richland County Internal Audit Committee for review and report;
- (h) retain an independent auditor who is a certified public accountant to conduct an annual financial compliance and performance audit of expenditures from Penny revenue. If the County has conducted an independent audit, review such audit and present the TPOC's comments to Council;

- (i) review and comment on drafts of proposed major County and Program Development Team public information documents intended to communicate to the public the plans, status, and results of Transportation Penny implementation, including financial reports;
- (j) establish and maintain a telephone number with recorded message capability, and an email address, to receive unsolicited information about suspected financial, conflict-of-interest, or other serious irregularities regarding the implementation of the Richland Penny Program.

[Note: It is stipulated that the TPOC will approve any TPOC-related text posted on the www.rcgov.us or www.richlandpenny.com web sites.]

Submitted to the Richland County Council Ad Hoc Transportation Committee by the Transportation Penny Advisory Committee

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 017-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2; ADMINISTRATION; ARTICLE X, PURCHASING BY ADDING SECTION 2-591 TO AUTHORIZE COUNTY COUNCIL TO DETERMINE WHICH PURCHASING DECISIONS REGARDING PURCHASING MADE EXCLUSIVELY WITH MONIES RAISED THROUGH THE PENNY TAX ARE OF SUCH COUNTY WIDE SIGNIFICANCE THAT COUNTY COUNCIL HAS THE AUTHORITY TO MAKE THE FINAL AND CONCLUSIVE DETERMINATION TO WHOM TO AWARD THE CONTRACTS.

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:

The Richland County Code of Ordinances, Chapter 2; Administration; Article X, Purchasing is hereby amended as follows:

Section 2-591 is added to read:

1. When Richland County (the "County") is engaged in a purchase involving only the expenditure of funds raised from the Penny Sales Tax Referendum passed November 6, 2012, the County Council may, upon a vote of the majority of its members, exempt any specific procurement which County Council determines is of great county wide significance, from the purchasing procedures of Article X, Division 2, Competitive Purchasing Policy, § 2-600 (Procurement of Professional Services) and 2-601 (Competitive Sealed Proposals). For purposes of this section, "determination" means County Council's majority vote that a specific procurement is of such great county wide significance that it is exempt from the provisions of § 2-600 or 2-601. For purposes of this section "Director of Procurement" means the Director of Procurement or any employee of the Richland County Department of Procurement designated by the Director of Procurement, in consultation with the County Administrator, to handle a solicitation under this section. Any solicitation so exempted as being of great county wide significance shall follow the procurement procedure set forth in this section. Any solicitation procured pursuant to this section is not subject to any other provision of Article X, Division 2, Competitive Purchasing Policy unless specifically stated to the contrary herein.

2. For a specific procurement involving professional services which would otherwise be subject to the provisions of § 2-600, requests for qualifications, for which County Council has made a determination, the procurement shall proceed as set forth below:

a. The Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, shall be responsible for developing a request for qualifications and shall prepare a government project cost estimate for use in negotiations, which cost estimation shall remain confidential until after negotiation and award of a contract. A "request for qualification" is a written or published solicitation for submittals for the provision of professional services such as architectural, landscaping or engineering services, where the contract award is based upon the qualifications of the offeror for the specific project and cost is not an award criterion. The request for qualifications must contain, at a minimum, a description of the scope of the work being requested, the deadline for submission of information, how prospective offerors may apply for consideration and must require information on prospective offerors qualifications, experience, and ability to perform the requirements of the contract.

b. The County Administrator shall establish a short-list evaluation committee (the "Committee") of three (3) or more individuals whom he determines to be qualified to make an informed recommendation to County Council as to offerors qualified to work on the proposed project.

c. The Director of Procurement, in conjunction with the County employee(s) appointed by the County Administrator, shall prepare a request for qualifications, which shall include evaluation criteria, developed by the Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, as they determine appropriate for the specific project. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for qualifications and relate to the purpose of the procurement. The evaluation criteria shall be listed in the solicitation in relative order of importance, but the solicitation shall not publicly list the numerical weighting of each factor. The request for qualifications shall be submitted to County Council for its approval prior to publication.

d. The notice of the request for qualifications will be published in a newspaper of general circulation in the County and in the South Carolina Materials Management, South Carolina Business Opportunity publication, which notice shall include, but not be limited to, the project title, the general scope of work, a description of all professional services required for that project, the submission deadline, and how and to whom interested offerors may submit qualifications for consideration.

e. Offerors shall submit qualification information as required in the request for qualifications.

f. Qualification submittals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for qualifications. Only the names of the offering offerors shall be disclosed at the qualification submittal opening. Contents of the qualification submittals shall remain confidential and shall not be disclosed during the negotiation process. Qualification submittals shall be open for public inspection after contract award, except that proprietary or confidential information in any qualification submittal that is clearly marked "confidential" by the offering offeror shall not be disclosed except as provided in the request for qualifications and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information."

g. Prior to sending the qualifications submittals to the Committee, the Director of Procurement shall make an initial evaluation to determine whether the offeror is responsive and responsible, as such terms are defined in the County Ordinance, Chapter 2, Administration, Article X, Purchasing, Division 1, § 2-590. During its evaluation process, the Committee shall bring any issues regarding the responsiveness or responsibility of any offeror to the attention of the Director of Procurement. The Director of Procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a qualifications submittal from the material requirements of the request for qualifications. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for qualifications having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The Director of Procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for qualifications or waive any such deficiency when it is to the advantage of the County. If the Director of Procurement determines to allow an offeror to cure the deficiency resulting from a minor informality or irregularity, the offeror shall have five (5) business days from the date the Director of Procurement notifies the offeror of any such deficiency to cure the deficiency. The Director of Procurement's notification and offeror's response to the notification shall be in writing. If the offeror fails to cure the deficiency within the five (5) day notification period, within the sole discretion of the Director of Procurement, the offeror will be rejected and the submittal will not be forwarded to the Committee. If the Director of Procurement determines to waive such deficiency, it shall be in writing. If a qualification submittal is incomplete with regards to the material requirements of the request for qualifications or the offeror is found to be non-responsive or non-responsible, the offeror will be rejected and the submittal will not be forwarded to the Committee.

h. The Committee may conduct discussions, in conjunction with the Director of Procurement, with each of the offerors submitting responses to the request for qualifications which responses appear eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for qualifications. Offerors shall be accorded fair and equal treatment with respect to clarification and any opportunity for discussion and revision of qualifications.

i. The Committee may conduct interviews with offerors submitting responses to the request for qualifications as it deems appropriate.

j. Based upon the evaluation criteria, the Committee shall select not more than five (5) offerors, as directed by County Council in its determination, which, in the Committee's judgment, are the offerors whose qualification package, including the discussions and interviews, if any, are the most qualified offerors to be forwarded to County Council for consideration of award of the specific project. The Committee shall develop a written short-list report regarding the most qualified offerors, listing the offerors in alphabetical order. No non-responsive, non-responsible or non-qualified qualification submittals shall be included in the written short-listed report to County Council.

k. When the Committee has completed its written short-list report, the Director of Procurement shall forward the report and a copy of each of the short-listed offerors' qualification submittals to members of County Council.

l. Upon receipt of the Committee's written short-list report and the short-listed offerors' qualification submittals, County Council, in its sole discretion, may conduct interviews with each of the short-listed offerors to seek clarification regarding the offerors' qualification submittals or additional information from the offerors regarding their respective approach to the specific project.

m. When County Council determines, in its sole discretion, that it has sufficient information to make its award decision, County Council shall decide which of the offeror's qualification submittal is in the best interests of the citizens of the county as a whole. County Council's award decision shall be by majority vote with the first offeror receiving a majority of votes being ranked number one. Once the first ranked offeror has been identified, County Council shall vote to identify the second ranked offeror by a majority vote. This process shall be repeated until all of the short-listed offerors have been ranked.

n. The Director of Procurement shall request a cost proposal from the top ranked offeror. Upon receipt of the cost proposal, in its sole discretion, County Council may direct the Director of Procurement to proceed in any of the manners indicated below, except in no case may confidential information derived from qualification submittals and negotiations submitted by competing offerors be disclosed:

i. negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of County Council, with the second, and then the third, and so on, ranked offerors to the level of ranking determined by the County Council, in its sole discretion;

ii. during the negotiation process, as outlined in item (a) above, if the Director of Procurement is unsuccessful in the first round of negotiations, County Council may reopen negotiations with any offeror with whom the Director of Procurement had previously negotiated; or

iii. the Director of Procurement, as directed by County Council, may make changes within the general scope of the request for qualifications and may provide all of the short-listed offerors an opportunity to submit their best and final offers.

3. For a specific procurement involving professional services that would otherwise be subject to the provisions of § Section 2-601, requests for proposals, for which County Council has made a determination, the procurement shall proceed as set forth below:

a. The Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, shall prepare the request for proposals for the specific project. A "request for proposal" is a written or published solicitation for proposals to provide goods, services, or construction as described therein. Evaluation factors upon which the proposals will be evaluated by the Committee (hereinafter defined) for purposes of making a written report to County Council shall be stated in the request for proposals. Price may or may not be one of the evaluation factors but it shall not be the sole basis for evaluation and award of the contract. The pricing in proposals shall remain confidential until after negotiation and award of a contract except as provided in the request for proposals and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information." The request for proposals shall be submitted to County Council for its approval prior to publication.

b. The notice of the request for proposals will be published in a newspaper of general circulation in the County and in the South Carolina Materials Management, South Carolina Business Opportunity publication, which notice shall include, but not be limited to, the project title, the general scope of work, if applicable, a description of the goods, services, or construction to be provided for that project, the submission deadline, and how and to whom interested offerors may submit proposals.

c. Proposals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for proposals. Only the names of the offerors shall be disclosed at the proposal opening. Contents of the proposals shall not be disclosed during the negotiation process. Proposals shall be open for public inspection after contract award, except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offering vendor shall not be disclosed except as provided in the request for proposals and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information."

d. The request for proposals shall list the evaluation factors including price, if it is an evaluation factor, in relative order of importance, but shall not publically list the numerical weighting of each factor. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for proposals and relate to the purpose of the procurement.

e. The County Administrator shall establish a short-list evaluation committee (the "Committee") of three (3) or more individuals whom he determines to be qualified to make an informed recommendation to County Council as to offerors qualified to work on the proposed project.

f. Prior to sending the proposals to the Committee, the Director of Procurement shall make an initial evaluation to determine whether the offeror is responsive and responsible, as each is defined in County Ordinance, Chapter 2, Administration, Article X, Purchasing, Division 1, § 2-590. During its evaluation process, the Committee shall bring any issues regarding the responsiveness or responsibility of any offeror to the attention of the Director of Procurement. The Director of Procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposal. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The Director of Procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the County. If the Director of Procurement determines to allow an offeror to cure the deficiency resulting from a minor informality or irregularity, the offeror shall have five (5) business days from the date the Director of Procurement notifies the offeror of any such deficiency to cure the deficiency. The Director of Procurement's notification and offeror's response to the notification shall be in writing. If the offeror fails to cure the deficiency within the five (5) day notification period, within the sole discretion of the Director of Procurement, the offeror will be rejected and the submittal will not be forwarded to the Committee. If the Director of Procurement determines to waive such deficiency, it shall be in writing. If a proposal is incomplete with regards to the material requirements of the request for proposals or the offeror is found to be non-responsive or non-responsible, the offeror will be rejected, and the proposal will not be forwarded to the Committee.

g. The Committee may conduct discussions, in conjunction with the Director of Procurement, with each of the offerors submitting responses to the request for proposals, which response appears eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for proposals. Offerors shall be accorded fair and equal treatment with respect to clarification and any opportunity for discussion and revision of proposals.

h. The Committee may conduct interviews with offerors submitting responses to the request for proposals as it deems appropriate.

i. Based upon the evaluation criteria, the Committee shall select not more than five (5) offerors, as directed by County Council in its determination, which, in the Committee's judgment, are the offerors whose proposals, including the discussions and interviews, if any, are most advantageous to the County. The Committee shall then develop a written short-list report regarding the offerors whose proposals are most advantageous to the County, listing the offerors in alphabetical order. No non-responsive, non-responsible, or non-qualified offeror shall be included in the written short-list report to County Council.

j. When the Committee has completed its written short-list report, the Director of Procurement shall forward the report and the short-listed offerors' proposals to members of County Council.

k. Upon receipt of the Committee's short-list report and the copies of the short-listed offerors' proposals, County Council, in its sole discretion, may conduct interviews with each of the short-listed offerors to seek clarification regarding the proposals or additional information from the offerors regarding their approaches to the specific project.

l. When County Council determines, in its sole discretion, that it has sufficient information to make its award decision, County Council shall decide which of the offeror's qualification submittal is in the best interests of the citizens of the county as a whole. County Council's award decision shall be by majority vote with the first offeror receiving a majority of votes being ranked number one. Once the first ranked offeror has been identified, County

Council shall vote to identify the second ranked offeror by a majority vote. This process shall be repeated until all of the short-listed offerors have been ranked.

m. Whether price was an evaluation factor or not, the County Council in its sole discretion may direct the Director of Procurement to proceed in any of the manners indicated below, except that in no case may confidential information derived from proposals and negotiations submitted by competing offerors be disclosed:

i. negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of County Council, with the second, and then the third, and so on, ranked offerors to the level of ranking determined by the County Council in its sole discretion;

ii. during the negotiation process as outlined in item (a) above, if the Director of Procurement is unsuccessful in the first round of negotiations, County Council may direct the Director of Procurement to reopen negotiations with any offeror with whom it had previously negotiated; or

iii. the Director of Procurement, as directed by County Council, may make changes within the general scope of the request for proposals and may provide all of the short-listed offerors an opportunity to submit their best and final offers.

4. The County Council reserves the right to reject any solicitation, in whole or in part, issued pursuant to this section and may reject, in whole or in part, any or all qualifications or proposals submitted pursuant to this section.

5. Once the County Council makes a determination pursuant to section 1 of the section, offerors and anyone acting on behalf of offerors are prohibited from contacting, by any means of communication, any County elected official, County employee other than the Director of Procurement, or a consultant advising the County regarding the solicitation about the solicitation or any portion of the solicitation. If an offeror or anyone acting on behalf of the offeror contacts a County elected official, County employee or consultant advising the County on the solicitation, the County elected official, employee, or consultant shall immediately notify the Director of Procurement and the County Attorney regarding the name of the individual making the contact, the name of the offeror on whose behalf the contact was made was made and the nature of the contact. Any offeror who contacts a County elected official, a County employee other than the Director of Procurement, or a consultant advising the County on the solicitation regarding the solicitation will not be eligible for award of the contract and may be subject to suspension or debarment proceedings.

6. Any procurement conducted pursuant to the provisions of this section is exempt from all other requirements of Article X, Division 2, Competitive Purchasing Policy, including but not limited to, the protest provisions therein.


7. The provisions of the South Carolina Freedom of Information Act and Section 11-35-410 of the South Carolina Consolidated Procurement Code are applicable to any solicitation undertaken pursuant to this section.

8. 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.

Enacted this 6th day of May, 2014.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____



Norman Jackson, Chair
Richland County Council

(SEAL)

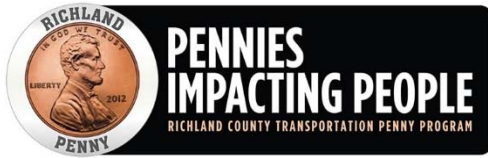
ATTEST THIS 27 DAY OF
May, 2014:


Interim Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE


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

Date of First Reading:	April 1, 2014
Date of Second Reading:	April 15, 2014
Date of Public Hearing:	May 6, 2014
Date of Third Reading:	May 6, 2014



Memorandum

02/03/2016

To: Rob Perry, Director of Transportation
Chris Gossett, Deputy Director of Transportation

From: Randall Roberts, P.E., LEED AP, Utility Coordinator

Subject: Undergrounding Utilities - Bluff Road Widening Phase 1

Purpose: The purpose of this memorandum is to describe the options available for relocating electric lines on Bluff Road Phase 1 from Rosewood Dr to George Rogers Blvd.

Background: Upon review of the Preliminary R/W plans dated January 7, 2016, we have determined that SCE&G's overhead electric lines and attached communication lines along both sides of Bluff Rd and along the east side of Rosewood Dr will be in conflict with the project and need to be relocated.

After investigating possible relocation options, we've determined that sections of the project prevent SCE&G from relocating back to an overhead installation. On the south side of Bluff Rd, SCE&G will not be able to relocate overhead from Brookwood Dr to George Rogers Blvd due to conflicts with building structures. On the north side of Bluff Rd, SCE&G will not be able to relocate overhead along the entire length due to conflicts with existing mature trees on fairgrounds property and fair equipment.

In order to accommodate SCE&G's relocation needs, we are proposing various options for relocating the SCE&G overhead electric lines into a belowground duct bank as described below. The duct bank will consist of several pipe conduits (initially estimated at (9) 6-inch conduits), fully encased in concrete. The pipe conduits will serve as a housing for the electric lines to be pulled through.

In addition, communications lines will be required to relocate due to SCE&G's relocations. With an extremely limited amount of right-of-way and space outside of the roadway to relocate the communication lines, we are proposing a second joint utility duct bank (JUDB) which will include communication lines from 8 different utilities. The JUDB will also be configured with pipe conduits, approximately 4-inches in diameter, fully encased in concrete.

SCE&G has presented prior rights that preliminarily appear to be accurate and approvable. Therefore relocation of the overhead electric lines back to an overhead installation ("in-kind") would be reimbursable and would already be included in the project cost. The below descriptions of each option provide a separate cost summary of project "in-kind" costs versus the costs to place utilities underground ("betterment" costs). These costs are approximate.

Undergrounding Options:

Option 1 includes installing an Electrical Duct Bank outside of the roadway and Joint Utility Duct Bank inside of the roadway from Rosewood Drive to George Rogers Blvd.

In-kind project Costs:

Overhead Electric and Communications relocation = \$480k

Option 1 Betterment Costs:

Underground Electric and Joint Utility Duct Banks = \$2.0MM

Total additional project costs for Option 1 = \$1.52M

Option 2 includes installing an Electrical Duct Bank and Joint Utility Duct Bank inside of the roadway from Rosewood Drive to George Rogers Blvd.

In-kind project Costs:

Overhead Electric and Communications relocation = \$480k

Option 2 Betterment Costs:

Underground Electric and Joint Utility Duct Banks = \$2.4MM

Total additional project costs for Option 2 = \$1.92M

Option 3 includes relocating overhead electric lines and attached communications from Rosewood Dr to Brookwood Dr. In addition, installing an Electrical Duct Bank and Joint Utility Duct Bank, both inside of the roadway from Brookwood Drive to George Rogers Blvd.

In-kind project Costs:

Overhead Electric and Communications relocation = \$480k

Option 3 Betterment Costs:

Underground Electric and Joint Utility Duct Banks = \$1.2MM

Total additional project costs for Option 3 = \$720k

Exhibit A illustrates the 3 options we have considered for this work as well as a description and the total cost of each.

Conclusion: After review of the 3 options, Option 1 appears to provide the best value when considering the project's needs, aesthetics, stakeholder interest, safety, future maintenance and cost. This option has not been fully vetted at this time for constructability since design is still underway. If Option 1 does not prove to be constructible, Options 2 or 3 will be considered.

BLUFF ROAD WIDENING PHASE I
UTILITY UNDERGROUNDING OPTIONS

OPTION #1

E

DB

ELECTRICAL DUCT BANK

JOINT UTILITY DUCT BANK

- ELECTRICAL DUCT BANK ENTIRE LENGTH OF PROJECT, OUTSIDE OF ROADWAY.

- JOINT UTILITY DUCT BANK INSIDE ROADWAY

APPROXIMATE COST = \$2.0MM

OPTION #2

E

DB

ELECTRICAL DUCT BANK

JOINT UTILITY DUCT BANK

- ELECTRICAL DUCT BANK ENTIRE LENGTH REQUIRED INSIDE ROADWAY IF THERE IS NOT ENOUGH ROOM OUTSIDE OF ROADWAY.

- JOINT UTILITY DUCT BANK INSIDE ROADWAY

APPROXIMATE COST = \$2.4MM

OPTION #3

E

DB

ELECTRICAL DUCT BANK

JOINT UTILITY DUCT BANK

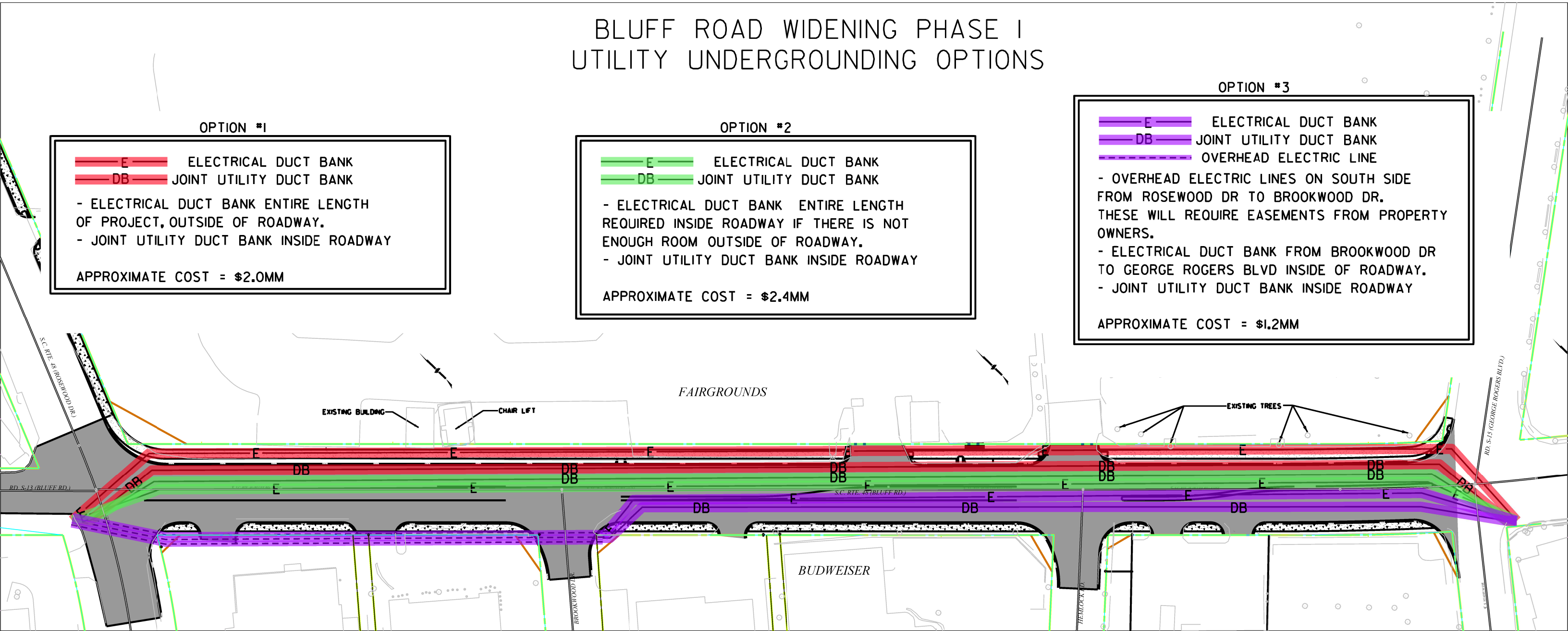
OVERHEAD ELECTRIC LINE

- OVERHEAD ELECTRIC LINES ON SOUTH SIDE FROM ROSEWOOD DR TO BROOKWOOD DR. THESE WILL REQUIRE EASEMENTS FROM PROPERTY OWNERS.

- ELECTRICAL DUCT BANK FROM BROOKWOOD DR TO GEORGE ROGERS BLVD INSIDE OF ROADWAY.

- JOINT UTILITY DUCT BANK INSIDE ROADWAY

APPROXIMATE COST = \$1.2MM



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

THIS THIRD SUPPLEMENTAL AGREEMENT is made this ____ day of _____, 2016, by and between Richland County (the "County") and the South Carolina Department of Transportation ("SCDOT").

WITNESSETH that:

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

WHEREAS, the County intends to widen Bluff Road (Phase 1) in Richland County which Project (the "PROJECT") includes a continuous median and bicycle and pedestrian accommodations and is more particularly described herein below; and

WHEREAS, SCDOT is willing to provide its share of funding as identified herein from the County's "guideshare of available federal funds; and

WHEREAS, because SCDOT's funding will include federal funds the County is required to apply for and obtain "Local Public Agency" status through SCDOT and comply with SCDOT's Local Public Agency Administration requirements prior to commencing the PROJECT;

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

I. Project Description:

The PROJECT which is the subject of this Agreement consists of the design, right of way acquisitions, construction, and construction engineering and inspection, to SCDOT and Federal standards, of a section of SC 48 (Bluff Road) between the Fairgrounds entrance on Rosewood Drive to Bluff Road then along Bluff Road to George Rogers Boulevard in Richland County.

The improvements include sidewalks, bicycle accommodations, and intersection improvements at all intersecting road locations.

Exhibit A (attached hereto and specifically made a part of this Agreement) presents a map depicting the PROJECT area and additional PROJECT information.

II. Obligations of the Parties:

A. The COUNTY will:

- 1) Apply through SCDOT for Local Public Agency status prior to commencing the PROJECT's construction phase of work, including compliance with all administrative procedures and obtaining all necessary approvals as identified in the SCDOT's "Local Public Agency Project Administration Procedures", available on the internet at <http://www.scdot.org/doing/localPublicAdmin.aspx>.
- 2) Carry out the implementation of the PROJECT pursuant to federal and state requirements for Local Public Agency Administration.
- 3) Provide by force account or contractor PROJECT design, right of way acquisition services, and construction services, including bidding, letting and awarding the construction contract and required construction engineering and inspection (CEI).
- 4) Perform all required services in accordance with State, Federal and SCDOT guidelines considered appropriate by the SCDOT and as outlined in the before mentioned Cooperative Intergovernmental Agreement between the COUNTY and SCDOT .
- 5) Acquire in accordance with all laws and regulations, both Federal and State, and in the name of the COUNTY the right of way necessary to construct the PROJECT.
- 6) To the extent permitted by existing South Carolina law, the COUNTY hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the COUNTY's part, or the part of any employee of the COUNTY in performance of the work undertaken under this Agreement.

B. SCDOT will:

- 1) Provide SCDOT's maximum funding for the PROJECT as more specifically set out below under Section III Funding of this Agreement.
- 2) Perform all required services in accordance with the before mentioned Cooperative Intergovernmental Agreement between the COUNTY and SCDOT.
- 3) Accept responsibility for maintenance or improvements made under this PROJECT on existing SCDOT right of way and right of way acquired in the name of the COUNTY, in accordance with SCDOT policies and procedures, after construction of the PROJECT is completed by the COUNTY.

III. Funding:

- A. The COUNTY estimates the total cost for the PROJECT to be Five Million Five Hundred Ten Thousand Dollars (\$5,510,000.00).
- B. The SCDOT will contribute the MAXIMUM funding of One Million Dollars (\$1,000,000.00) as authorized by the SCDOT Commission on September 20, 2012 for use of COATS Guideshare Funds for SCDOT's construction costs for the scope of work identified for the PROJECT. The COUNTY's estimated share is Three Million Seven Hundred Ten Thousand Dollars (\$3,710,000.00) in Richland County Sales Tax Funds and Eight Hundred Thousand Dollars (\$800,000.00) in Richland County CTC Funds.
- C. The COUNTY will be responsible for 100% of the cost of the PROJECT in excess of the One Million Dollars (\$1,000,000.00) provided by the SCDOT.
- D. The SCDOT will make payment to the COUNTY for all eligible reasonable costs incurred by the COUNTY, at a rate of 80% up to the SCDOT's maximum funding for the PROJECT based on a valid invoice submitted by the COUNTY to the SCDOT. A valid invoice is considered an invoice from the COUNTY to the SCDOT and supported by suppliers' invoices and the COUNTY's financial

records. Such invoices will be certified as true and correct by the COUNTY and submitted to the SCDOT not more often than monthly. EXHIBIT B, attached hereto and specifically made a part of this Agreement, represents an acceptable invoice form.

IV. General:

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RICHLAND COUNTY

By: _____
Chairman, Richland County Council

Attest: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

By: _____
Deputy Secretary for Finance and Procurement
or Designee

Attest: _____

RECOMMENDED BY:

By: _____
Deputy Secretary for Engineering or Designee

By : _____
Chief Procurement Officer or Designee

EXHIBIT A

MAP
And
STIP

Project Map



Richland

Project		Length	Rank	MPO / COG	STIP Category	Federal Program	Funding information can be found in the Safety portion of the Commission Approved Categories section							2014-2019 Project Cost	Remaining Cost
Description							FY 2014 Planned	FY 2015 Planned	FY 2016 Planned	FY 2017 Planned	FY 2018 Planned	FY 2019 Planned			
Intersection Improvements															
SC 6 with S-168 (Dreher Shoals Road)				COATS	Safety										
S-1274 (N Brickyard Road) with S-1048 (Sloan Road)				COATS	Safety										
US 21 (Wilson Blvd) with S-62 (Killian Road)				COATS	Safety										
I-20 EB and WB Off Ramps to SC 215				COATS	Safety										
S-63 (Alpine Rd) & S-1028 (Old Perch Rd)				COATS	Safety										
US 76 (Dutch Fork Rd) & S-848 (Johnson Marina Rd)				COATS	Safety										
US 601 (McCords Ferry Rd) @ SC 263 (Vanbalden Rd)				Central Midlands	Safety										
Section/Corridor Improvements															
S-1041 (Rimer Pond Road)				COATS	Safety										
S-52 (Clemson Road)				COATS	Safety										
US 321 (Fairfield Road)				COATS	Safety										
S-222 (Old Hopkins Rd)				COATS	Safety										
S-223 (Air Base Rd)				COATS	Safety										
S-37 (Lower Richland Blvd)				COATS	Safety										
S-955 (Kelly Mill Rd)				COATS	Safety										
S-1058 (Kirkwood Rd)				COATS	Safety										
S-635 (Hollingshed Rd)				COATS	Safety										
Handscabble Road (S-43)				COATS-02	System Upgrade		8,400 R	10,000 C	10,000 C	8,000 C				\$83,400	
Lensburg Road (SC 262)				COATS-06	System Upgrade		4,000 R	9,000 C	9,000 C						
Intersection Improvements				COATS	System Upgrade						14,500 C	6,500 C		\$29,000	
S-262 (Lensburg Road) @ Patricia Drive				COATS-10	System Upgrade						725 C			\$825	
Vista Greenway Project				COATS	System Upgrade				100 R						
					STP Local		44 P	11 P						\$205	
Signal System Improvements					STP		250 C								
Downtown Columbia				COATS	System Upgrade										
Two Notch Road					STP		240 C							\$400	
Bluff Road Sidewalks					System Upgrade		160 C								
Seamless City Revitalization Project				COATS	System Upgrade		1,000 C							\$1,000	
(North Main Street)				COATS	Tiger				10,000 C						
Match Agency - City of Columbia					Local				2,500 C					\$10,000	

EXHIBIT B
 (Participant's Letterhead)
 Request for Reimbursement Form

Date: _____

Invoice Number _____

Participant's Federal ID# _____

LPA NO. (Upper Left Page 1) _____ Pin No. (Upper Right Corner) _____

Project Implementation Date	
Anticipated Construction Completion Date	
Percentage of Construction Complete	%

_____ Partial Payment

_____ Final Payment	Project Charges	Participant's Share	SCDOT Share
		_____%	_____%

Previous Charges	_____	_____	_____
------------------	-------	-------	-------

This Invoice	_____	_____	_____
--------------	-------	-------	-------

Total to Date	_____	_____	_____
---------------	-------	-------	-------

Payment Amount Due (Participant): \$ _____

Authority: Agreement between SCDOT and (Participant) dated _____

Certification: I certify as an authorized representative of (Participant) that the costs invoiced are, to the best of my knowledge, true, correct and in accordance with the terms and conditions of the above dated Agreement.

 (Participant's Authorized Signature)

Distribution of Fees this Period

Engineers, Contractors, Major Suppliers	Total Dollars this Period
1. Name of Firm	\$
2.	\$
3.	\$
4.	\$
Submit firm's complete name and amount paid.	\$

Note: Attach supporting documentation – copies of invoices from contractors, major suppliers and cancelled check(s) indicating payment made - and submit to:

South Carolina Department of Transportation
 Attn: Local Public Agency Administration
 P. O. Box 191
 Columbia, South Carolina 29202

**INTERGOVERNMENTAL AGREEMENT BETWEEN
RICHLAND COUNTY, SOUTH CAROLINA, AND COLUMBIA, SOUTH CAROLINA
RELATING TO THE WIDENING AND IMPROVEMENT OF
NORTH MAIN STREET BETWEEN ANTHONY AVENUE AND FULLER AVENUE**

This agreement (this "Agreement") is made and entered into as of _____, 2015, by and between Richland County, South Carolina (the "County"), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the "State"); and the City of Columbia (the "City"), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State.

WITNESSETH:

WHEREAS, a one percent (1%) special sales and use tax (the "Penny Tax") was imposed by and throughout the County pursuant to a successful referendum held in the County on November 6, 2012. One of the projects identified to be completed with a portion of the proceeds of the Penny Tax is the widening of North Main Street between Anthony Avenue and Fuller Avenue, as approved by County Council in the Richland County Transportation Improvement Program as approved on March 17, 2015 (the "Penny Project"); and

WHEREAS, the City has received a grant from the United States Department of Transportation ("Tiger Grant") for the project entitled Seamless City Revitalization Project relating to improvement of North Main Street between Anthony Avenue and Fuller Avenue (the "Tiger Grant Project"); and

WHEREAS, the Penny Project and the Tiger Grant Project are inextricably linked in terms of planning, design, right of way acquisition, bidding and construction and shall collectively be known as the "North Main Project"; and

WHEREAS, the parties have determined that the most efficient and cost effective way to complete the North Main Project is for the County to be responsible for administering certain aspects of the North Main Project including the management of all funds provided through the Tiger Grant; and

WHEREAS, the County will execute a supplemental intergovernmental agreement (the "Supplemental IGA") with the South Carolina Department of Transportation (SCDOT) setting forth the terms and conditions upon which the County will manage the funds provided through the Tiger Grant and other Federal earmarked funds; and

WHEREAS, the City wishes to authorize the County to construct the North Main Project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

1. Term of Agreement. This Agreement shall take effect upon its execution and shall terminate upon the occurrence of (a) the acceptance of the completed North Main Project by the SCDOT, and (b) the payment to the County of all amounts owed by the City.

2. Description of Project. The North Main Project shall consist of widening and improving North Main Street between Anthony Avenue and Fuller Avenue and will include detailed design services, right-of-way acquisition, mobilization, traffic control, clearing and grubbing, drainage and erosion control, utility service conversions and undergrounding, roadway widening and paving, street lighting, traffic signalization, water and sewer improvements, and appropriate construction engineering inspection services. The City shall provide to the County approved, signed right-of-way plans. Pursuant to the right-of-way plans, the County shall acquire the rights-of-way as needed and produce final construction plans (the "Project Plans"). Such Project Plans shall be consistent with the requirements of the Tiger Grant Agreement.

3. City Consent; Exemption from Assessments. The City hereby consents to the construction of or improvements to the aforesaid North Main Project within its corporate limits in accordance with the Project Plans and within the Project Budget. The foregoing consent shall be the sole approval necessary from the City for the County to complete the North Main Project under the Project Plans and within the Project Budget, provided, however, contractors, subcontractors and utility companies shall not be relieved of responsibility to obtain required permits and approvals with regard to construction and improvements within the City's limits. The City shall exempt all existing rights-of-way, any new right-of-way, and all other properties purchased in connection with the right-of-way for the North Main Project from any general or special assessment against real property for municipal services.

4. Requirements of Tiger Grant. The City is a party to the Tiger Grant Agreement, a copy of which is attached hereto (Exhibit A), and shall have sole responsibility for compliance with the terms and conditions of the Tiger Grant Agreement. The County will assist the City in meeting the City's Reporting Requirements as set out in Section 3 of the Tiger Grant Agreement. The County shall have no obligation to comply with the terms and conditions of the Tiger Grant Agreement, and in no event will the County become or be considered a party to the Tiger Grant Agreement; provided, however, the County will comply with the terms and conditions of the Supplemental IGA.

5. Funding. The total cost of the North Main Project shall be funded from several sources including the Tiger Grant, other Federal earmarked funds, Penny Tax, water and sewer capital improvement program funds from the City, as shown on the budget attached hereto (Exhibit B) (the "Project Budget").

6. Project Budget. The parties have each reviewed the Project Budget and agree that it is reasonable, accurate and sufficient to complete the North Main Project; however, the County does not guarantee completion of the North Main Project within the Project Budget. If actual construction costs as reflected in the low bid are over budget, the County will work with the City to revise the Project Plans as necessary to bring the cost within the Project Budget. Until the Project Plans have been revised such that the bid for the North Main Project is within the Project Budget, a Notice to Proceed will not be issued. If the actual costs of the North Main Project with the exception of water and sewer improvements are less than the Project Budget, the County's financial participation shall be lowered to cover actual costs.

If, during construction, circumstances arise or conditions are discovered which cause the Project Budget to be insufficient to complete the North Main Project, the County shall not be responsible for obtaining and providing additional funding. In such case, the County will cooperate with the City in revising the Project Plans as necessary to complete the North Main Project within the Project Budget. If the parties cannot agree on revisions to the Project Plans, the County may, in its sole discretion, approve revisions to the Project Plans as necessary to complete the North Main Project within the Project Budget. In no event will the County provide more than the \$30,000,000 reflected in the Project Budget; however, the City may provide additional legally-available funds to be used as directed by the City.

7. Payments to the County. Payments to the County from funds other than the Penny Tax shall be made pursuant to the Project Budget. Prior to the commencement of construction, the City will transfer the water and sewer funds to the County. The County shall hold such funds in a separate account and use those funds only for the purposes intended as reflected in the Project Budget.

8. Procurement. The County shall conduct the procurement process for all aspects of the North Main Project in a manner consistent with its procurement requirements and any Federal or State procurement requirements.

9. Managing Construction of North Main Project. The County shall be responsible for managing all aspects of the construction in the North Main Project in a manner consistent with the Project Plans and Project Budget, in accordance with applicable State and Federal standards. The County may, in its sole discretion, authorize change orders that it deems necessary to complete the North Main Project so long as such change orders are within the scope of the Project Plans and the Project Budget.

10. Utility Relocation. The North Main Project includes the relocation of City-owned water and sewer utilities as shown on the Project Plans and will be funded as shown on the Project Budget. All privately-owned utilities other than power lines or poles including, but not limited to, gas pipes, manholes, cables and fiber optics, located within the existing right-of-way shall be relocated at the utility's expense. Payment for the relocation of privately-owned utilities will only be made if the private utility can demonstrate a prior right of occupancy. With the cooperation of the City, the County's Utility Coordinator will coordinate the relocation of all utilities. The County shall not be liable for damages to property or injuries to persons as a consequence of placing, maintaining, or removing any utility by the City or its contractors.

In connection with the North Main Project, the City shall, using the existing Franchise Agreement with South Carolina Electric and Gas (SCE&G), relocate overhead electrical lines into an underground duct bank based upon plans approved by the County. Reimbursement for the relocation of overhead electrical lines and underground duct bank shall be coordinated and managed by the City and SCE&G and such reimbursement by the County shall be only for relocations pre-approved by the County. If costs for the installation of the underground duct bank or any of the privately-owned utilities which are eligible for reimbursement result in the Project Budget being insufficient to complete the North Main Project, the County shall not be responsible for obtaining and providing additional funding.

11. Disagreements or Disputes. Any disagreement or dispute under this Agreement shall be addressed by the County Administrator and City Manager who shall each make a good faith effort to resolve the disagreement or dispute. In the event this process is unsuccessful, either party may seek redress from the Court of Common Pleas for Richland County. Such proceedings shall be non-jury.

12. Defaults and Remedies. In the event either party shall violate or fail to comply with any provision or obligation of this Agreement or shall fail or refuse to perform or deliver the services required hereunder, and such refusal or failure shall continue for a period of 30 days after written notice, that party may be declared to be in default of this Agreement. As to any such default not involving non-payment, any obligation which has not been performed shall be deemed a ministerial act and subject to remedies of mandamus and mandatory injunction requiring the defaulting party to perform the obligation. The non-defaulting party shall be deemed to have had no adequate remedy at law for such default.

13. Default Involving Non-Payment by the City to the County and Remedies. In the event of a default involving non-payment by the City to the County under this Agreement, the past due amount shall accrue interest at the rate set forth in S.C. Code of Laws Section 34-31-20(A).

14. Waivers. No waiver of any default by the County or the City hereunder shall be implied from any delay or omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waiver of any terms or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same term or condition. The consent or approval by a party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a party hereunder shall preclude any further exercise thereof or the exercise of any other or different right or remedy.

15. Notices and Consent. All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other party, through certified mail, personal delivery, or courier delivery. All such notices shall be addressed to the parties as follows:

Richland County
Post Office Box 192
Columbia, SC 29202
Attn: County Administrator

City of Columbia
Post Office Box 147
Columbia, SC 29217
Attn: City Manager

Any consent required in this Agreement shall be in writing signed by the City Manager or her designee or the County Administrator or his designee, as applicable.

16. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of the County for resolution of any dispute arising hereunder.

17. No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Printed Name: Teresa Wilson
Title: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

EXHIBIT A
TIGER GRANT AGREEMENT

[See attached]

**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2014 (Pub. L. 113-76,
JANUARY 17, 2014)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2014 TIGER DISCRETIONARY GRANTS)**

City of Columbia, S.C.

North Main Street / Seamless City Revitalization Project

FHWA FY 2014 TIGER Grant No. [#]

This agreement (the “Agreement” or “Grant Agreement”) reflects the selection of City of Columbia (“Grantee” or “Recipient”) as a Recipient of a grant awarded under the provisions of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76, January 17, 2014), regarding National Infrastructure Investments (the “Act”). The grant program under the Act is referred to as “FY 2014 TIGER Discretionary Grants” or “TIGER Discretionary Grants.”

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation (“DOT” or the “Government”) and the Grantee. This Agreement will be administered by the Federal Highway Administration (also referred to herein as “FHWA” or the “Government”).
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee’s Technical Application (the “Project”), titled Seamless City Revitalization Project, and the negotiated provisions on the Project’s material terms and conditions, including the Project’s scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of this urbanproject.
- 1.3 The Government, having reviewed and considered the Grantee’s Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of **Ten Million Dollars (\$10,000,000)**, for the entire period of performance (referred to as the “Grant”). This Grant is the total not-to-exceed amount of funding that is being

provided by the Government under this Grant Agreement. For urban projects, the Grantee hereby certifies that not less than Two Million, Five Hundred Thousand Dollars (\$2,500,000) in non-Federal funds are committed to fund the Project in order to satisfy the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources. The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

- 1.4 The Grantee agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

This Agreement shall also include the following Exhibits as integral parts hereof located at:

http://www.ops.fhwa.dot.gov/Freight/infrastructure/tiger/fy2014_gr_exhbt_tmp/index.htm

- 1.5
- | | |
|-----------|------------------------------------------------|
| Exhibit A | Legislative Authority |
| Exhibit B | General Terms and Conditions |
| Exhibit C | Applicable Federal Laws and Regulations |
| Exhibit D | Grant Assurances |
| Exhibit E | Responsibility and Authority of the Grantee |
| Exhibit F | Reimbursement of Project Costs |
| Exhibit G | Grant Requirements and Contract Clauses |
| Exhibit H | Quarterly Progress Reports: Format and Content |

- 1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table

- 1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

- 2.1 Project's Statement of Work Summary (for further information see Attachment A): The Seamless City Revitalization Project is a 1.27 mile revitalization project of North Main Street between Anthony and Fuller Avenues in support of the City of Columbia's extensive downtown streetscaping initiative.

- 2.2 Project's Schedule Summary (for further information see Attachment B):

Actual] Completion of NEPA: **May 13, 2014**

Planned Completion of Final Design: **April, 2016**

Planned PS&E Approval: **May, 2016**

Planned Construction Start Date: **August, 2016**

Planned Project Construction Substantial Completion
and Open to Traffic Date: **January, 2019**

- 2.3 Project's Budget Summary (for further information see Attachment C): **A detailed project budget showing costs for all phases and elements of work is provided in Attachment C.**

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$10,000,000.	21.9%
Other Federal Funds (if any): Earmark	\$ 1,234,000.	2.7%
State Funds (if any):		
Local Funds (if any): Rich. Co. Sales Tax	\$23,110,155.	50.7%
Other Funds (if any): COC Water & Sewer	\$11,270,593.	24.7%
Total Project Cost:	\$45,614,748.	100%

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Project's State and Local Planning Requirements: On October 23, 2014, the TIGER Grant / North Main Street project was approved by the MPO and its Board for inclusion in the TIP and the project was included in the STIP .

2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date: Environmental Assessment, North Main Street (US 21/321) Improvements from Elmwood Avenue (US 76/176) to Fairfield Road (US 321), August 21, 2003

Environmental Decision Type and Date: FONSI, December 4, 2003; Re-evaluation completed May 13, 2014

Name of Agency and Office Approving each Environmental Decision Document:
FHWA SC Division

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee:
073707366

Name of any First-Tier Sub-Grantees or Sub-Recipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient (if applicable – to be reported if/when identified): N/A

2.7 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

Mrs. Chris Segars
Grants Professional
1737 Main Street
Columbia, SC 29201-2819
803-545-4143
cmsegars@columbiasc.net

Dana Higgins, P.E.
City Engineer
P.O. Box 147
Columbia, SC 29217
803-535-3285
drhiggins@columbiasc.net

Dennie Ulmer
Deputy Finance Director

P.O. Box 147
Columbia, SC 29217
803-545-3479
dlulmer@columbiasc.net

Randall Young, P.E.
SCDOT
Midlands Regional Production Engineer
955 Park Street
Columbia, SC 29201
803-737-1827
YoungRL@scdot.org

Notwithstanding paragraph 5.3 of this Grant Agreement, the Grantee may update the contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- 3.1 **Project Outcomes and Performance Measurement Reports:** Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.
 - 3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by **October, 2016**. Grantee shall represent that the data in the Pre-project Report is current as of **July, 2016**.
 - 3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the

data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.

- 3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report to the Government by **March, 2025**. It will include an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of **January, 2025**
- 3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: FHWA FY 2014 TIGER Discretionary Grant No. [#] - Performance Measure Report No. 1 or 2 or 3, etc.
- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.
- 3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, to the contacts designated by the Government in section 3.5.
- 3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the approved Estimated Project Budget, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. Part 18 or Part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the

proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to: (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and (2) provide a report on the final scope of work, schedule, and budget compared against the scope of work described in section 2.1, the Project's Schedule Summary in section 2.2, and the Project's Budget Summary in section 2.3.

- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

FHWA Field (Division or Federal Lands) Contact Designated as Official Contact:

Alice Travis
Operations Engineer
FHWA South Carolina Division
1835 Assembly Street
Columbia, SC 29201
803-253-3881
Alice.Travis@dot.gov

and

FHWA TIGER Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E86-201
Washington, DC 20590
(202) 366-0857
FHWA-TIGER.Reports@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Grantee without the need for a formal amendment to this Agreement.

SECTION 4. SPECIAL GRANT REQUIREMENTS

There are no special grant requirements for this Project.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:
 - 5.1.1 The Grantee fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;
 - 5.1.2 The Grantee fails to begin construction before **October, 2016;**
 - 5.1.3 The Grantee fails to begin expenditure of Grant funds by **November, 2016;**
 - 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with schedule in paragraph 2.2 even if it is beyond the reasonable control of the Grantee, or after giving the Grantee a reasonable opportunity to cure such failure; or,
 - 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated by DOT on or before September 30, 2016. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2021, the “Grant Termination Date.” Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.
- 5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the

change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email).

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

6.1 **Counterparts:** This Agreement may be executed in counterparts, which shall constitute one document. This Agreement shall be executed in quadruplicate; each countersigned original shall be treated as having identical legal effect.

6.2 **Effective Date:** The Agreement shall be effective when fully executed by authorized representatives of the Grantee and the Government; provided, however, that the Grantee shall execute this Agreement, and then submit three (3) original signed copies of the Agreement to the Government for execution. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

6.3 **Survival:** Notwithstanding anything to the contrary contained herein, the provisions of this Agreement relating to reporting requirements set forth in Section 3 of this Agreement shall survive the expiration or earlier termination of this Agreement.

EXECUTION BY THE GOVERNMENT

Executed this _____ day of _____, 201__.

Signature of Government's Authorized Representative

Name of Government's Authorized Representative

Title

EXECUTION BY City of Columbia, SC

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this _____ day of _____, 201__.

Signature of Grantee's Authorized Representative

Name of Grantee's Authorized Representative

Title

EXECUTION BY SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Grantee to assist in the receipt and disbursement of the TIGER Discretionary Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Grantee and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the TIGER Grant to the Grantee at Grantee's direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this _____ day of _____, 201__.

Signature of State Department of Transportation Designated
Official Representative

Name of State Department of Transportation Designated Official
Representative

Title

ATTACHMENT A STATEMENT OF WORK

INSTRUCTIONS FOR COMPLETING ATTACHMENT A: The Grantee must describe the TIGER project that is in the Application or that DOT agreed to fund. The Statement of Work must include a description of all project activities, including major construction activities, which will be funded by TIGER. The activities need to be the same as those set forth in Attachment B – Estimated Project Schedule and Attachment C – Estimated Project Budget. If the project will be completed in individual segments or phases, they should be described individually. This information must be provided in Word. Images in .pdf, Excel, etc. are not acceptable.

The Seamless City Revitalization Project is a 16-block, 1.27 mile revitalization project of North Main Street between Anthony and Fuller Avenues in support of the City of Columbia's extensive downtown streetscaping initiative.

This project consists of transformative changes to the middle 16 blocks of North Main Street (Anthony Avenue to Fuller Ave.). The project corridor serves as a gateway to arts, entertainment, and sports events by providing access to downtown Columbia, restaurants, businesses, and local/state/federal government services. It is also a primary route to many post-secondary institutions in the project area: Columbia College, Columbia International University, Lutheran Theological Southern Seminary, and the University of South Carolina.

The intent of the project is to maintain North Main Street as a primary access route yet reduce traffic congestion, improve traffic safety, , augment and promote pedestrian usage, increase pedestrian safety, advance and encourage usage of public bus transportation, encourage economic activity, bus shelter improvements, and develop streetscape aesthetics for the City of Columbia.

A primary transportation improvement will be the use of innovative signalization technology. Existing traffic signals along the corridor will be upgraded into the citywide traffic signal system which is able to adjust signal timing in real time to traffic conditions. The benefits of this technology include decreasing travel time through the City of Columbia, reducing air pollutant emissions from vehicles during stop times, improving intersection safety, reducing expected traffic congestion from special events such as football season traffic, and improving pedestrian safety. Additional traffic improvements include upgrading existing span-wire signals to mast arm signals, promoting use of public bus transportation by enlarging bus pickup locations, and improving existing pedestrian paths.

Proposed roadway enhancements include improving the existing deteriorating roadway surface by repaving, improving roadway aesthetics by using imprinted and textured pavement stamping for designated crosswalks and landscape improvements where appropriate, improving night traffic safety with street lighting, and improving pedestrian routes and crosswalks. Proposed improvements for pedestrian accommodations include adjusting sidewalks and curbs to improve pedestrian paths, crosswalks, bus lanes, bus stop locations, and meeting ADA requirements. Sidewalk "bulb-outs" will be constructed at intersections to improve aesthetics and safety. Pedestrian usage and safety at night will be improved by adding new and upgrading

existing street lighting along the corridor. Streetscape aesthetics will be improved by use of imprinted and textured pavement stamping for designated crosswalks and include landscape improvements where appropriate. Pedestrian signal heads will be upgraded at intersections to coordinate pedestrian movements.

Other proposed improvements include replacing existing curb and gutter, cleaning and repairing existing storm drainage systems, relocating overhead utilities to underground, relocating other utilities to accommodate the new streetscape improvements, raised concrete islands with landscaping, widening median where appropriate to increase pedestrian safety at crossings, adding benches, bicycle parking racks and outdoor trash receptacles, and adding shade trees and tree protection where appropriate.

Major project categories include:

- Traffic Control Plan
- Erosion Control Plan
- Mobilization
- Clearing, Grubbing, Demolition
- Utility Relocation
- Water and Sewer Improvements
- Drainage Improvements
- Roadway Work
- Traffic Signalization
- Street Lighting
- Landscaping
- Construction Resource Management
- Construction Engineering & Inspection
- Construction Contingencies

ATTACHMENT B ESTIMATED PROJECT SCHEDULE

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: The Grantee must provide a detailed breakdown of the schedule for the project. This description must include a description of all project activities, including major construction activities, which will be funded by TIGER. The activities need to be the same as those set forth in Attachment A – Statement of Work and Attachment C – Estimated Project Budget. If the project will be completed in individual segments or phases, a schedule should be provided for each individual segment or phase.

This Estimated Project Schedule must be provided in Word.

Completion of NEPA:

May 13, 2014

Planned Start of Right of Way Acquisition:

March, 2015

Planned End of Right of Way Acquisition:

March, 2016

Start of Preliminary Engineering:

August, 2013

Planned End of Preliminary Engineering:

March, 2015

Planned Start of Final Design:

April, 2015

Planned Completion of Final Design:

April, 2016

Planned PS&E Approval

May, 2016

Planned Construction Contract Award Date:

July, 2016

Planned Construction Start Date:

August, 2016

Activity Type

	Proposed Start	Proposed Finish
Mobilization	01-Aug-16	10-Aug-16
Traffic Control Plan	02-Aug-16	10-Aug-16
Erosion Control Plan	02-Aug-16	10-Aug-16
Clearing, Grubbing, Demolition	11-Aug-16	06-Sep-17
Water and Sewer Improvements	08-Sep-16	25-Apr-18
Drainage Improvements	08-Sep-16	29-Aug-17
Utility Relocations	26-Jan-17	28-Mar-18
Roadway Work (incl. Sidewalks, Crosswalks, etc.)	18-May-17	30-Jan-19
Street Lighting	29-Aug-17	31-Dec-18
Traffic Signalization	13-Sep-18	02-Jan-19
Landscaping	27-Nov-18	31-Dec-18

Planned Project Construction Substantial Completion
and Open to Traffic Date:

January, 2019

Planned Project Closeout Date:

July, 2020

ATTACHMENT C ESTIMATED PROJECT BUDGET

INSTRUCTIONS FOR COMPLETING ATTACHMENT C:

The Grantee must provide a detailed breakdown of the TIGER project budget. The budget must include all activities funded with TIGER. This description must include a description of all project activities, including major construction activities that will be funded by TIGER. The activities need to be the same as those set forth in Attachment A – Statement of Work and Attachment B – Estimated Project Schedule. If the project will be completed in individual segments or phases, a budget for each individual segment or phase should be included.

Activity	FY14 TIGER Funds	Other Federal Funds (Earmark)	Local Funds Richland Co. Sales Tax	Other Funds Water / Sewer	Planned Project Cost
Mobilization / Traffic Control	\$2,990,300.	0	\$324,901.	0	\$3,315,201.
Roadway	0	\$1,234,000.	\$3,396,675.	0	\$4,630,675.
Drainage / Erosion Control	0	0	\$1,264,600.	0	\$1,264,600.
Landscape	0	0	\$557,269.	0	\$557,269.
Traffic Signalization	0	0	\$906,304.	0	\$906,304.
Water and Sewer Improvements	0	0	0	\$11,270,593.	\$11,270,593.
Street Lighting	0	0	\$1,583,200.	0	\$1,583,200.
Service Conversions (Elec/Commun)	0	0	\$948,787.	0	\$948,787.

Activity	FY14 TIGER Funds	Other Federal Funds (Earmark)	Local Funds Richland Co. Sales Tax	Other Funds Water / Sewer	Planned Project Cost
OH to UG Utility Conversion/JU DB	\$7,009,700.	0	0	0	\$7,009,696.
Contingency	0	0	\$9,445,897.	0	\$9,445,897.
Design Services 4% Const. Cost 2014	0	0	\$1,320,251.	0	\$1,320,251.
CEI	0	0	\$2,865,256.	0	\$2,865,256.
ROW Acquisit. (Richland. Co.)	0	0	\$375,819.	0	\$375,819.
ROW Acquisit. Services	0	0	\$121,200.	0	\$121,200.
Total	\$10,000,000 . (\$10,000,000.)	\$1,234,000.	\$23,110,159.	\$11,270,593.	\$45,614,748.

ATTACHMENT D PERFORMANCE MEASUREMENT TABLE

Study Area: North Main Street from Anthony Ave. to Fuller Ave.

Table 1: Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
<u>Annual Vehicle Crash Rates by Type and Severity</u>	The number and categorization of crash rates on a specific road or highway segment differentiated by severity, i.e., fatal, injury, and property-damage-only (PDO) crashes. Crash rates are to be expressed per MVMT	Baseline Measurement: Annual average, accurate as of July 1, 2016 Interim Performance Measures: Accurate as of January 1, 2020	Baseline Measurement: October 1, 2016 Interim Performance Measures: For a period of 5 years, beginning March 1, 2020, annually
<u>Average Daily Traffic (ADT)</u>	The total volume of vehicle traffic on a highway or road segment per day	Baseline Measurement: Annual average, accurate as of July 1, 2016 Interim Performance Measures: Accurate as of January 1, 2020	Baseline Measurement: October 1, 2016 Interim Performance Measures: For a period of 5 years, beginning March 1, 2020, annually
<u>Transit Passenger Counts</u>	Daily Counts for a typical weekday (while school is in session) Saturday and Sunday for Route 1	Baseline Measurement: Annual average, accurate as of July 1, 2016	Baseline Measurement: October 1, 2016 Interim Performance Measures: For a period of 5 years, beginning March 1,

		Interim Performance Measures: Accurate as of January 1, 2020	2020, annually
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EXHIBIT B

Activity	FY14 TIGER Funds	Other Federal Funds (Earmark)	Local Funds Richland Co. Sales Tax	Other Funds Water / Sewer	Planned Project Cost
Mobilization / Traffic Control	\$2,990,300.	0	\$324,901.	0	\$3,315,201.
Roadway	0	\$1,234,000.	\$3,396,675.	0	\$4,630,675.
Drainage / Erosion Control	0	0	\$1,264,600.	0	\$1,264,600.
Landscape	0	0	\$557,269.	0	\$557,269.
Traffic Signalization	0	0	\$906,304.	0	\$906,304.
Water and Sewer Improvements	0	0	0	\$11,270,593.	\$11,270,593.
Street Lighting	0	0	\$1,583,200.	0	\$1,583,200.
Service Conversions (Elec/Commun)	0	0	\$948,787.	0	\$948,787.
OH to UG Utility Conversion/JU DB	\$7,009,700.	0	0	0	\$7,009,696.
Contingency	0	0	\$9,445,897.	0	\$9,445,897.
Design Services 4% Const. Cost 2014	0	0	\$1,320,251.	0	\$1,320,251.
CEI	0	0	\$2,865,256.	0	\$2,865,256.
ROW Acquisit. (Richland. Co.)	0	0	\$375,819.	0	\$375,819.
ROW Acquisit. Services	0	0	\$121,200.	0	\$121,200.
Total	\$10,000,000 .	\$1,234,000.	\$23,110,159.	\$11,270,593.	\$45,614,748.

Activity	FY14 TIGER Funds	Other Federal Funds (Earmark)	Local Funds Richland Co. Sales Tax	Other Funds Water / Sewer	Planned Project Cost
	(\$10,000,000.)				