

# *Richland County Council*

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## **TRANSPORTATION AD HOC COMMITTEE**

**November 18, 2013  
2:00 PM  
ADMIN CONFERENCE ROOM**

- 1. Call to Order**
  
- 2. Meeting with South Carolina Department of Transportation (SCDOT) to discuss Intergovernmental Agreement (IGA)**
  
- 3. Update on Beta Tract Mitigation Bank**
  
- 4. Other Business**
  
- 5. Adjournment**

**Cooperative Intergovernmental Agreement  
between  
Richland County, South Carolina  
and the  
South Carolina Department of Transportation  
For  
Richland County Sales Tax Transportation Program**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Richland County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as Department.

WITNESSETH THAT:

WHEREAS, the County and the Department desire to work together in the planning and implementation of the Richland County Sales Tax Transportation Program and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this Agreement; and,

WHEREAS, the Department is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the County and the Department do hereby agree as follows:

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to construct and improve certain transportation facilities throughout Richland County using, in part, funds derived from the one (1) cent special sales and use tax imposed by Richland County and approved by referendum held November 6, 2012.

B. Description of Work

The projects for this agreement include only those projects that are listed in Attachment "A" and are hereinafter referred to as the "Project(s)" and the collective group of Projects is hereinafter referred to as the "Program". The provisions herein shall only apply to Projects listed in Attachment "A" and all are currently on the State Highway System or are proposed to be conveyed to

the Department for acceptance into the State Highway System. Unless otherwise agreed, these provisions shall not apply to projects which are to be owned or maintained by the County, a municipality or another non-state entity. Where local roadways tie into state or federal roadways, changes within the Department's right of way will fall under the terms of this agreement unless changes are approved by the Department through an encroachment permit.

Prior to project initiation for each project, the County shall identify whether it will develop the Project to maintain eligibility for Federal Transportation Funding. The Projects declared federally eligible shall be developed and constructed to federal standards. The Federal Highway Administration (FHWA) will make the determination of eligibility for Federal Transportation Funding for each Project for which those funds are requested at the time of request for authorization of each phase.

The scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administrative activities, unless noted otherwise herein.

C. Scope of Work

The scope of the Program has been described in Attachment A. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of Richland County Council and applicable State law.

II. COMMUNICATIONS:

- A. The County and Department agree that regular and thorough communication about this work is essential to the effective execution of the Program. The County and Department further agree that each party will strive to communicate at both the management level and staff level.
  - 1. The County Transportation Director and/or the designated County Representative shall meet with the Program Manager from the Department on an as-needed basis.
  - 2. Additional coordination meetings will be planned and mutually agreed upon as necessary to coordinate the work.
- B. The Department will provide such technical support and advice as requested by the County to assist in the planning and execution of the Program.

III. OBLIGATIONS OF DEPARTMENT:

- A. The County shall prepare, in the Department's name, all documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq, or as specified by the Department. The Department agrees to expedite the review and approval of necessary environmental documentation as it applies within the Department's authority. The Department further agrees to use its best efforts to coordinate with the Federal Agencies on behalf of the County to expedite the approval of required environmental documentation, if necessary.
- B. To the extent permitted by existing South Carolina law, the Department hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the Department's part, or the part of any employee or agent of the Department in the performance or participation in the work undertaken under this Agreement.
- C. Upon final completion of Projects on the state system, the County agrees to assign a right of entry or other property rights necessary for the Department to maintain the Project until such time as all rights of way and other property rights are turned over to the Department after the completion of the Project. The Department agrees to accept the Project on the state system for maintenance within 30 days once all obligations of the County have been completed as outlined in Section V.F.5 of this agreement.

IV. OBLIGATIONS OF THE COUNTY:

- A. 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 negligent act or negligent 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. The County shall provide or cause to be provided all services for the execution of activities for the planning, development, and delivery of each Project, unless noted otherwise herein.
- C. The County shall reimburse the Department for costs incurred as part of the Department's reviews, coordination, and oversight. The Department will invoice the County no more often than quarterly for those costs.
- D. The cost of each Project shall be borne solely by Richland County unless additional funding is secured through the Department or other sources or as otherwise provided for in this agreement.

V. GENERAL PROVISIONS:

A. Conformance:

All Projects shall be developed and constructed to Department standards and specifications any other applicable legal standards and will be accorded equal priority for completion. The current edition of each standard and specification shall be the edition as of the beginning of the design work for each Project with the expectation that the standards and specifications shall be applicable through the completion of the Project. However, where there is a significant delay in the completion of the design of a Project, the most current standards and specifications may be incorporated into the contract documents. It is the intent of both the County and the Department to design the Projects in compliance with the applicable standards and specifications. However, both parties recognize that exceptions to these standards and specifications may be mutually beneficial. Such exceptions will be granted if both parties agree.

B. Planning Activities

The County shall consider each Project and shall make a determination as to the exact scope of the proposed improvement. In this planning phase, the County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

- Public involvement
- Funding
- Environmental considerations including determination of necessary environmental documentation
- Traffic requirements for the Projects based on traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2015 would yield design year traffic projections for the year 2035. Where available, the local Central Midlands Council of Governments (CMCOG) traffic projections would be supplied by the Department for use in these planning activities. Where these CMCOG traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
- Right of way issues and impacts
- Constructability
- Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County

The County will also carry out their work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

1. Complying with those stipulations and conditions under which the Department received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.
2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing each Project.
3. Carrying out all required social, economic, and environmental studies required by law, and
4. Make all necessary modifications to approved permits as required by law.

The County recognizes that the Department and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency to complete the Projects and will work with the Department in coordinating and negotiating with the agency to secure the permits. All work performed must be in accordance with the Department's Environmental Consultant Scope, latest edition, and any amendments thereafter, if applicable. Where required by law, the County shall prepare all permit applications in the name of the Department. The County will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements. All permit conditions set by the regulatory agencies must be reviewed and approved by the Department for all roads in the state system.

Upon approval of the Department and other applicable regulatory agencies, Richland County may use credits from environmental mitigation banks controlled by or developed for use by the Department. If credits are used by the County from a mitigation bank controlled by or developed for use by the Department, the County will pay to the Department the costs of these credits as mutually agreed upon by the County and the Department.

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations, or as otherwise specified by the Department. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the Department in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required.

Projects shall not be advanced to right of way acquisition and/or construction phases until final approval of environmental documentation is obtained.

C. Design Activities

Design of the Projects will be the responsibility of the County except as provided for otherwise in this agreement.

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the Department shall assign Project Identification Numbers to the Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.
2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with the Department's current edition of the "Preconstruction Survey Manual".
3. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, latest edition, including the latest Interim Specifications thereto. Bridge structures shall be designed with the LRFD criteria. This will include all seismic requirements in accordance with these AASHTO criteria.
4. Upon completion of the work, the County shall certify that the contract documents have been prepared in conformance with the provisions of Items 1, 2, and 3 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.
5. If the County intends to seek reimbursement for state or federal funds that may become available for individual Projects, the County shall comply with all applicable federal and state statutes and regulations to maintain the eligibility of those funds for reimbursement.
6. In the event that state or federal funding becomes available for the Project, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct Department administration or assistance with administration of the Project that would be most advantageous in securing that funding.
7. The Department's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall

**Comment [RP1]:** This has already been discussed between SCDOT and Richland County. Implementation of the County SLBE won't preclude the County from pursuing federal funds for the construction phase as long as Richland County removes any SLBE specifications from the proposal and uses federal guidelines.

respond to the County within 30 business days of the time the County submits the pavement design for review.

8. The Department will provide reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the Department at the following stages of the Project: concept (optional), preliminary (optional), right of way and final design. The County shall submit the design in a form that is acceptable to the Department's reviewer. Design reviews will be accomplished by the Department and review comments will be returned to the County within 25 business days of the time the County submits the review documents to the Department. The County will notify the Department at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the County is not required to consider the comments in the revisions to the plans. Comment or failure to comment by the Department shall in no way relieve the County or its agents of any responsibility in regard to individual Projects. Projects shall not be advanced to right-of-way or construction until written authorization is provided by the Department.
9. Design plans and documents submitted for reviews by the Department shall be provided in electronic (.pdf) format. The County shall utilize file transfer protocol (FTP) or other agreed upon platform to transfer the documents to be reviewed.
10. The Department's written "authority to proceed" with right-of-way acquisition activities shall serve as approval for the County to begin right-of-way activities on individual Projects. The Department agrees to provide written notice of "authority to proceed" or review comments for the right-of-way plans within 25 business days of the time the County submits the right-of-way plans for review.
11. The Department's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the Department for construction of individual Projects by the County. The Department agrees to provide written notice of "authority to proceed" or review comments for the final plans within 25 business days of the time the County submits the final plans for review.
12. In the event that federal funding is sought by the County through the Department, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

D. Utility Activities



1. Utility relocations will be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, etc.). Prior Rights may be established by the following means:

**Comment [RP2]:** Need confirmation that this is all the language necessary to fall under SCDOT prior rights policy for utility relocations.

- a. The Utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.
- b. The Utility occupies Department right of way, and per an existing agreement with the Department, is not required to relocate at its own expense.

2. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases, the County may elect to use Program funds for all or part of such utility relocation costs.

**Comment [RP3]:** Please provide clarification on this specific statement. Is this stating even if the County is allowed to fall under SCDOT prior rights that in some cases they can elect to pay for utility relocations regardless of who has the prior rights?

3. Utility work will be coordinated and executed in accordance with Chapter 5 of the SCDOT Design Manual and Section 105.6 of the SCDOT construction manual.

**Comment [GL4]:** This is saying that the County can choose to pay a utility owner who does not have prior rights with Program funds rather than make the utility pay for the relocation

4. If Federal funds are used for utility relocations, the County shall comply with the applicable State law and the Federal Code (23 CFR 645 A and B) for those utility relocations.

5. Utilities to remain in Department rights of way, or to be relocated to a point within Department rights of way, shall be in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way."

6. The County will honor the terms of any pre-existing agreements between the Department and a utility owner.

7. The County will provide utility deliverables as defined in Section VI-E.

E. Right of Way Acquisition Activities

1. The County shall acquire all right-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to the Department and rights-of-way for projects that may or will be using federal funds shall be acquired in accordance with the *United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601 et seq.*, and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedures Act. Title instruments acquired on those routes shall

be documented on Department standard forms. The County shall acquire right of way title in fee simple for any Project where utilization of federal funding is contemplated. Right-of-way limits shall be set according to standard Department practices, utilizing the SCDOT Highway Design Manual and the SCDOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway. With respect to the acquisitions:

The County Shall:

- a. Perform title searches for properties to be acquired and provide the Department a Certificate of Title signed by a South Carolina attorney. Preliminary title abstracts must be provided prior to property being appraised.
- b. In accordance with the Department's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from the Department's approved appraisal list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. The County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The Appraisal reviewer shall be approved by the Department. The reviewed appraisal must be approved by the Department's right-of-way representative prior to the offer to purchase being made to the Landowner.
- c. Secure approval from the Department's right of way representative for any settlement above the approved appraisal.
- d. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by the Department. All titles shall be recorded in the land records of Richland County.
- e. In the event of condemnation the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et. seq.*, will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. Condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.
- f. Retain all records dealing with property acquisition and all other costs associated with this project for 3 years after the final phase of construction work on the Project. The County or its authorized representative upon request will make such records available for audit and review.

- g. The County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.
- h. Provide relocation assistance in accordance with the Department's Relocation Manual. All relocation housing payment offers shall be approved by the Department prior to being offered to displacees. The County shall issue 90 and 30-day notices of displacement in accordance with State and federal guidelines.
- i. The County shall be responsible for the disposition of all identified improvements being acquired on the Project prior to the obligation date of the construction. The County shall furnish the Department with a list of all surplus properties that are purchased on a Project that are to be conveyed to it. Surplus property is defined as property not needed for current or planned future projects. Proceeds received from the sale of surplus property shall be distributed based on the funding source used to secure the property.
- j. Establish specific milestone dates for the different phases of the right-of-way acquisition and provide bi-monthly reports indicating the status of each individual parcel.
- k. Provide a Right-of-Way Certification in a form acceptable to the Department insuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

The Department Shall:

- a. Designate a right-of-way representative to approve offers of just compensation as well as any settlements above the approved appraisal amounts.
- b. The right-of-way representative will provide approval for all relocations benefits for those displaced by the project.
- c. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

F. Construction Activities

- 1. The County will construct the Projects in conformance with the technical sections of the Department's current Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County must obtain approval from

the Department if there is a circumstance where there may be any significant deviation from the contract documents.

2. The County and the Department agree to conduct a final inspection of the completed Project prior to acceptance of the work by the Department.
3. To the extent applicable, materials shall be procured in accordance with Richland County Procurement Procedures and in conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, Department standard policies, and applicable Federal (23CFR635) and State statutes and regulations.
4. The County shall provide administrative, management, Quality Control, and other services sufficient to provide certification to the Department that the construction and the materials used for construction are in conformance with the specifications set forth in the contract documents. The inspectors and/or engineers performing Quality Control or other inspections shall be certified and/or licensed in South Carolina. The County shall ensure testing is performed based on project quantities in accordance with the Department's Construction Manual.
5. The County shall coordinate with the Department during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the Department of the date for final inspection of the work. The County and the Department shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the Department in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The Department agrees to respond to the County within 30 calendar days from the time the County submits the Final Completion notification. If additional centerline miles are created by the project, once Final Completion is accepted by the Department, the Project will be presented by Department Staff to the Department Commission. The Commission will determine if additional mileage is to be accepted by the Department.
6. The Department shall conduct construction oversight on all State-maintained roadways at the discretion of the Deputy Secretary for Engineering. All Department costs associated with construction oversight shall be reimbursed by the County in accordance with section IV.C.

**Comment [GL5]:** Requested verification from Construction office

**Comment [RP6]:** Request to reduce this to 20

- a. The County, or its agent, shall perform all acceptance sampling and testing in accordance with the quality control (QC) sampling and testing schedule and frequency specified in the Department's Construction Manual.
  - b. The Department will perform independent assurance (IA) sampling and testing on projects with federal funding. For projects that do not have federal funding, the County shall arrange for IA sampling and testing to be performed by an independent qualified entity. All IA procedures shall be in accordance with the Department's Construction Manual.
  - c. The Department may at any time ask for, and the County shall immediately provide, any construction inspection or testing related documents. The Department may also perform its own tests, and obtain its own samples, at any time.
  - d. The Project may be subject to periodic reviews/inspections by the Department's Quality Management Team at the discretion of the Department.
7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the Department agree as follows:
- a. Weekly Project field reviews will be made by the County and the Department's construction representatives to discuss project status, mutual concerns and construction issues.
  - b. Contract documents will be furnished to the Department.
  - c. Copies of test results will be submitted to the Department so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the Department.
  - d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.
  - e. Erosion control reviews will be made on a schedule as required in the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the Department's Supplemental Specification on Seeding and Erosion Control Measures, latest edition. Observations will be documented on the Department's Erosion Control form. The County will apply for and acquire all necessary land disturbance permits such as the NPDES General Construction Permit in the name of the County. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.

**Comment [RP7]:** Not sure this is a blanket statement. This shouldn't apply to projects managed by SCDOT (Leesburg Rd, Hardscrabble Rd)

**Comment [GL8]:** Can we just address how this will be handled on those type projects in the supplemental agreement?

8. The County shall obtain Department concurrence prior to awarding the contract. If applicable, the County will include the required Federal Aid Contract Provisions for the contract.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the Department under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD (current edition), the SCDOT District 1 Daytime Lane Closure policy (current edition), and the Department's standard guidelines and standard drawings for maintenance of traffic in a work zone.

B. Maintenance of Project

1. The County shall accept responsibility for normal maintenance of the roadway within the Project limits during construction.
2. The Department shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the Department as described in Section V.F.5. above.

C. Tie-in Agreements

Where the limits of the Project meet or overlap into the project limits established for projects that are or will be executed by the Department before the completion of that individual County Project, the County and the Department will develop agreements to outline provisions that would be beneficial to both the County Projects and the Department projects with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These agreements will stipulate the funding implications of such provisions and the responsible parties thereof.

D. Encroachment Rights

The Department shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors

as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the Department of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the Department as outlined in Section V.C.9 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.
2. Where applications for encroachment permits with regard to any segment of road covered by the Project are received by the Department, it will forward those applications to the County within 10 business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. The County shall review the applications and return comments within 15 business days.

From and after execution of this Agreement, the Department hereby grants the County access to the Project corridors for the purposes of gathering field information necessary for accomplishing the planning, design, and right of way aspects of the Project. The County will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(c).

E. Close-out Documents

Upon completion of the Projects, the County will provide the following Project documentation to the Department.

1. Copies of required environmental documents
2. Design documents
  - a. As described elsewhere in this agreement
  - b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
  - c. Electronic files of the Final Project plans as described in the Department's "Road Design Reference Material for Consultant Prepared Plans".
  - d. Final Stormwater Reports
3. Right of way documents
  - a. Appraisals
  - b. Title search information

- c. Deeds sufficient to convey to the Department the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
  - d. Correspondence with property owners
  - e. Diaries or agents worksheets related to the acquisition of right of way
4. Construction documents
- a. As-built drawings - In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. "As-built" plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:
    - Survey centerline and existing roadway centerline if different, with labeled stationing.
    - Existing and new right of way lines, and County easement lines
    - Final location of utility lines and appurtenances
  - b. Test reports
  - c. Daily construction diaries
5. Other documents
- a. Assignments to the Department of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the Department's standard form.
  - b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
  - c. All permits of government regulatory agencies

F. Certifications

Upon final completion of each Project, the County will provide a letter to the Department stating the following:

The County has provided construction oversight and material for Name of Project. The workmanship and materials used in the construction of the Project are in conformance with the contract documents."

G. Warranty



1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in connection with any Project intended to be turned over to the Department, the County shall assure that those warranties are assignable.
2. The County shall take all steps necessary to transfer to the Department any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

VII. Miscellaneous General Provisions:

A. Disputes

The County and the Department shall cooperate and consult with each other with respect to those Projects intended to be turned over to the Department for maintenance to the extent set forth herein and may utilize the Issues Escalation and Dispute Resolution Process included as Attachment "B" to determine the appropriate person(s) and timeframe to resolve issues that arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment "B". Within 90 days of the date of this Agreement, an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the Department. These four members shall choose a fifth member employed neither by the County nor the Department. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the Department. The board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between the County and the Department relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Richland County, South Carolina.

B. Successors/Assigns

The County and the Department each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these

requirements, and also agree that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state laws or regulations. The County will coordinate with the Department's DBE Office when establishing goals for specific Projects. The parties hereto and their agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

**Comment [RP9]:** County has SLBE that may require this paragraph to be revised

**Comment [GL10]:** Don't need SLBE information in this agreement

D. Enforceability

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

E. Amendment

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. The County, or its authorized agent, shall agree to hold consultations with the Department as may be necessary with regard to the execution of supplements to this Agreement during the course of the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

F. Waiver

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive

jurisdiction of the courts of Richland County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Mr. Tony McDonald  
Richland County Administrator  
P.O. Box 192  
Columbia, South Carolina 29202

Notices to Department:

South Carolina Department of Transportation  
Attn: Deputy Secretary for Engineering  
PO Box 191  
Columbia, South Carolina 29202

K. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either party without the written consent of the other party.

M. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement, notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

N. Multiple Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same Agreement.

O. Prior Agreements, Entire Agreement

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.

P. Reviews and Approvals

Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

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: \_\_\_\_\_  
Tony McDonald  
Richland County Administrator

**Comment [RP11]:** This may need to be revised to be the Chairman of County Council

Attest: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_  
Secretary of Transportation

Attest: \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Deputy Secretary for Engineering

By: \_\_\_\_\_  
Deputy Secretary for Finance and Administration

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the Deputy Secretary of the Department of Transportation of the State of South Carolina and the COUNTY or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(DEPARTMENT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is Post Office Box 192, Columbia, South Carolina, 29202 and that neither I nor the above COUNTY I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Agreement, or
- (b) Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY can be more advantageously performed by said COUNTY and that said COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
COUNTY  
(Signature)



Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
COUNTY  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
DEPARTMENT  
(Signature)

COUNTY  
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the COUNTY certifies on behalf of the COUNTY that the COUNTY will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) the dangers of drug abuse in a workplace;
  - (b) the person's policy of maintaining a drug-free workplace;
  - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Items (1), (2), (3), (4), (5), and (6).

COUNTY : \_\_\_\_\_

DEPARTMENT  
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the Department certifies on behalf of the Department that the Department will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Department's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) the dangers of drug abuse in a workplace;
  - (b) the person's policy of maintaining a drug-free workplace;
  - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the County within ten days after receiving notice under Item (4)(b) from any employee involved with the Program or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

DEPARTMENT: \_\_\_\_\_

## Attachment A

2012 Roadway Projects				
Type	Project Name	Begin Location	End Location	Total
Widening	Pineview Rd	Bluff Rd	Garners Ferry Rd	\$18,200,000
Widening	Atlas Rd	Bluff Rd	Garners Ferry Rd	\$17,600,000
Widening	Clemson Rd	Old Clemson Rd	Sparkleberry Crossing Rd	\$23,400,000
Widening	Hardscrabble Rd	Farrow Road	Lake Carolina Blvd	\$29,860,800
Widening	Blythewood Rd	Syrup Mill Rd	I-77	\$8,000,000
Widening	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd	\$6,100,000
Widening	Broad River Rd	Royal Tower Rd	I-26 (Exit 97)	\$29,000,000
Widening	Shop Rd	I-77	George Rogers Blvd	\$33,100,000
Widening	Polo Rd	Mallet Hill Rd	Two Notch Rd	\$12,800,000
Widening	Bluff Rd	I-77	Rosewood Dr	\$16,700,000
Widening	Blythewood Rd	Winnsboro Rd	Syrup Mill Rd	\$21,000,000
Widening	Spears Creek Church Rd	Two Notch Rd	Percival Rd	\$26,600,000
Widening	North Main Street (Phases IA2 & III; II & IV)	Anthony Avenue	Fuller Avenue	\$30,000,000
Widening	Leesburg Road	Fairmont Rd	Lower Richland Blvd	\$4,000,000
Special	Shop Road Extension*	na	na	\$71,800,000
Special	Kelly Mill Rd.**	na	na	\$4,500,000
Special	Innovista Transportation-Related Projects ***	na	na	\$50,000,000
Special	Riverbanks Zoo Transportation-Related Projects ****	na	na	\$4,000,000
Special	Neighborhood Improvement Transportation Projects	County wide	County wide	\$63,000,000
Special	Commerce Drive Improvements	Royster Street	Jim Hamilton Boulevard	\$5,000,000
Special	Assembly Street RR Grade Separation	na	na	\$0
Intersection	Summit Pkwy and Summit Ridge Rd.	Summit Pkwy	Summit Ridge Rd.	\$500,000
Intersection	Clemson Rd. and Rhame Rd./North Springs Rd.	Clemson Rd.	Rhame Rd./North Springs Rd.	\$3,500,000
Intersection	Farrow Rd. and Pisgah Church Rd.	Farrow Rd.	Pisgah Church Rd.	\$3,600,000
Intersection	Wilson Blvd. and Pisgah Church Rd.	Wilson Blvd.	Pisgah Church Rd.	\$3,600,000
Intersection	North Main St. and Monticello Rd.	North Main St.	Monticello Rd.	\$5,400,000
Intersection	Broad River Rd. and Rushmore Rd.	Broad River Rd.	Rushmore Rd.	\$3,700,000
Intersection	Wilson Blvd. and Killian Rd.	Wilson Blvd.	Killian Rd.	\$2,600,000
Intersection	Garners Ferry Rd. and Harmon Rd.	Garners Ferry Rd.	Harmon Rd.	\$2,600,000
Intersection	Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.)	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill Rd.)	\$5,100,000
Intersection	North Springs Rd. and Risdon Way	North Springs Rd.	Risdon Way	\$1,800,000
Intersection	Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd.	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.	\$3,000,000
Intersection	Bull St. and Elmwood Ave.	Bull St.	Elmwood Ave.	\$2,000,000
Intersection	Screaming Eagle Rd. and Percival Rd.	Screaming Eagle Rd.	Percival Rd.	\$1,000,000
Intersection	Kennerly Rd. and Coogler Rd./Steeple Ridge Rd.	Kennerly Rd.	Coogler Rd./Steeple Ridge Rd.	\$1,900,000
Intersection	North Springs Rd. and Harrington Rd.	North Springs Rd.	Harrington Rd.	\$2,000,000
Interchange	I-20 / Broad River Rd.*****	I-20 / Broad River	I-20 / Broad River	\$52,500,000
Program	Local Road Resurfacing Program	County wide	County wide	\$40,000,000
Program	Dirt Road Paving Program	County wide	County wide	\$45,000,000
Program	Access Management & Complete Streets Initiatives	County wide	County wide	\$94,536
Program	County-Wide Corridor Improvement Plan	County wide	County wide	\$189,072
Program	County-Wide Thoroughfare Plan	County wide	County wide	\$189,072
Program	County-Wide HOV Lane Study	County wide	County wide	\$141,804
Program	Intelligent Transportation System	County wide	County wide	\$945,360
<b>Included in Projects List: No Costs Associated (Some may not involve costs, while others may be included in Admin Costs)</b>				
Special	Study of Outer Beltway	na	na	
Program	Preservation of Existing Right-of-Way	na	na	
Program	Extension of Existing Roads	na	na	
Program	Reservation of Road Connections	na	na	
Program	Transfer of Development Rights	na	na	
Program	Capital Improvements Plan	na	na	
Program	Traffic Mitigation Plans	na	na	
Program	Demand Management	na	na	
Program	Establish the Position of Director of Transportation	na	na	
Program	Update the County Zoning Ordinance	na	na	
Program	Encourage Transit Oriented Development	na	na	
Program	Encourage Traditional Neighborhood Development	na	na	
<b>Total Roadway Projects</b>				<b>\$656,020,644</b>

**Notes:**

\*Shop Road Extension: Any funds budgeted but not expended for the Shop Road Extension project shall be used for local road resurfacing projects and / or local dirt road paving projects.

\*\*This special project is from the intersection of Hardscrabble Road and Kelly Mill Road to the Lake Carolina Elementary School along Kelly Mill Road. The beginning would be near Hardscrabble Road and Kelly Mill intersection and end past the entrance to the Lake Carolina Elementary School.

\*\*\*Innovista Transportation-Related Projects: The top two transportation-related priorities associated with Innovista are Greene Street from Assembly west to the to-be-constructed Williams Street Extension (aka Congaree River Parkway). [Further description of projects below.]

(1) Greene Street will consist of road improvements running west from Assembly to the railroad cut (1,600 linear feet); then the to-be-constructed Greene Street Bridge over the railroad cut; then from the Greene Street Bridge to Huger Street (900 linear feet); and then Greene Street from Huger Street to the to-be-constructed Williams Street Extension (300 linear feet). Also included in this project will be pedestrian sidewalks and bike lanes the length of Greene Street, significant improvements to the Intersection of Greene Street and Lincoln Street which, among other matters, will improve the traffic flows in and around the Colonial Center; and a pedestrian promenade to be located to the west of the Greene Street Bridge to Huger Street and from Huger Street to the to-be-constructed Williams Street Extension.

(2) Williams Street Extension / Congaree River Parkway will consist of a new roadway from Blossom Street north to Gervais Street consisting of 2,650 linear feet as well as completing a section of Senate Street from the new roadway to the west. This project will also entail the relocation of power lines and gas lines.

\*\*\*\*Riverbanks Zoo Transportation-Related Projects: Improvements would address Interstate 126 at Greystone Boulevard.

2012 Bike / Pedestrian / Greenway Projects

Type	Location	Highway Name 1	Highway Name 2	Cost
Intersection	Broad River Rd and Bush River Rd			\$94,536
Intersection	Huger St and Gervais St			\$94,536
Intersection	Elmwood Ave and Park St			\$94,536
Intersection	Main St and Elmwood Ave			\$94,536
Intersection	Elmwood Ave and Bull St			\$94,536
Intersection	Two Notch Rd and Alpine Rd			\$94,536
Intersection	Two Notch Rd and Malingate Dr/Windsor Lake Blvd			\$94,536
Intersection	Two Notch Rd and Brickyard Rd			\$94,536
Intersection	Two Notch Rd and Sparkleberry Ln			\$94,536
Intersection	Blossom St and Saluda Ave			\$94,536
Intersection	Devine St and Harden St/Santee Ave			\$94,536
Intersection	Two Notch Rd and Decker Blvd/Parklane Rd			\$94,536
Intersection	Huger St and Blossom St			\$94,536
Intersection	Huger St and Greene St			\$94,536
Intersection	Huger St and Lady St			\$94,536
Intersection	Assembly St and Gervais St			\$94,536
Intersection	Assembly St and Washington St			\$94,536
Intersection	Assembly St and Laurel St			\$94,536
Intersection	Assembly St and Calhoun St			\$94,536
Intersection	Main St and Blanding St			\$94,536
Intersection	Main St and Laurel St			\$94,536
Intersection	Main St and Calhoun St			\$94,536
Intersection	Rosewood Dr and Marlon St			\$94,536
Intersection	Rosewood Dr and Pickens St			\$94,536
Intersection	Rosewood Dr and Harden St			\$94,536
Intersection	Rosewood Dr and Holly St			\$94,536
Intersection	Rosewood Dr and Ott Rd			\$94,536
Intersection	Rosewood Dr and Killbourne Rd			\$94,536
Intersection	Rosewood Dr and Beltline Blvd			\$94,536
Intersection	Harden St and Gervais St			\$94,536
Intersection	Garners Ferry and Atlas Road (1)			\$0
Intersection	Garners Ferry Rd and Hallbrook Dr / Plneview Rd (2)			\$0
Intersection	Two Notch Rd and Polo Rd (3)			\$0
Intersection	Polo Rd and Mallet Hill Rd (4)			\$0
Intersection	Assembly St and Greene St (5)			\$0
Intersection	Assembly St and Pendleton St (6)			\$0
Greenways	Crane Creek			\$1,541,816
Greenways	Crane Creek			\$460,315
Greenways	Crane Creek			\$793,908
Greenways	Gillis Creek A			\$2,246,160
Greenways	Gillis Creek B			\$2,785,897
Greenways	Smith/Rocky Branch			\$431,183
Greenways	Smith/Rocky Branch			\$1,415,316
Greenways	Smith/Rocky Branch			\$901,122
Greenways	Three Rivers Greenway Extension*			\$7,902,242
Greenways	Lincoln Tunnel Greenway			\$892,739
Greenways	Dutchman Blvd Connector			\$105,196
Greenways	Columbia Mall Greenway			\$648,456
Greenways	Polo/Windsor Lake Connector			\$385,545
Greenways	Gillis Creek North Greenway			\$344,667
Greenways	Woodbury/Old Leesburg Connector			\$116,217
Sidewalk	Assembly St	Whaley St	Beltline Blvd	\$1,920,257
Sidewalk	Clemson Rd	Longtown Rd	Two Notch Rd	\$465,696
Sidewalk	Colonial Dr	Harden St	Academy St	\$1,012,704
Sidewalk	Columbiana Dr	Lexington County Line	Lake Murray Blvd	\$486,272
Sidewalk	Broad River Rd	Greystone Blvd	Broad River Bridge	\$109,367
Sidewalk	Blossom St	Williams St	Huger St	\$41,564
Sidewalk	Gervais St	450' west of Gist St	Gist St	\$8,638
Sidewalk	Alpine Rd	Two Notch Rd	Percival Rd	\$452,075
Sidewalk	Blythewood Rd	I-77	Main St	\$191,601
Sidewalk	Broad River Rd	Harbison Blvd	Bush River Rd	\$2,408,361
Sidewalk	Superior St	Whaley St	Airport Blvd	\$778,852
Sidewalk	Leesburg Rd	Garners Ferry Rd	Semmes Rd	\$475,200
Sidewalk	Two Notch Rd	Alpine Rd	Spears Creek Church Rd	\$2,703,507
Sidewalk	Gervais St	Gist St	Huger St	\$84,100
Sidewalk	Huger St	Blossom St	Gervais St	\$256,861
Sidewalk	Broad River Rd	I-26	Harbison Blvd	\$2,499,420
Sidewalk	Park St	Gervais St	Senate St	\$170,570
Sidewalk	Polo Rd	Mallet Hill Rd	Alpine Rd	\$403,444
Sidewalk	Clemson Rd	Two Notch Rd	Percival Rd	\$564,728
Sidewalk	Bratton St	King St	Maple St	\$386,602
Sidewalk	Calhoun St	Gadsden St	Wayne St	\$91,106
Sidewalk	Franklin St	Sumter St	Bull St	\$785,585
Sidewalk	Fort Jackson Blvd	Wildcat Rd	I-77	\$343,543
Sidewalk	Grand St	Shealy St	Hydrick St	\$714,622
Sidewalk	Jefferson St	Sumter St	Bull St	\$381,242
Sidewalk	Laurel St	Gadsden St	Pulaski St	\$359,066
Sidewalk	Lincoln St	Heyward St	Whaley St	\$198,475
Sidewalk	Lyon St	Gervais St	Washington St	\$194,410
Sidewalk	Magnolia St	Two Notch Rd	Pinehurst Rd	\$828,458
Sidewalk	Maple St	Kirby St	Gervais St	\$132,502
Sidewalk	Mildred Ave	Westwood Ave	Duke Ave	\$151,536
Sidewalk	Royster St	Mitchell St	Superior St	\$95,357
Sidewalk	School House Rd	Two Notch Rd	Ervin St	\$482,882
Sidewalk	Senate St	Gladden St	Kings St	\$476,230
Sidewalk	Shandon St	Willmot St	Wheat St	\$179,071
Sidewalk	Tryon St	Catawba St	Heyward St	\$354,446

Sidewalk	Wayne St	Calhoun St	Laurel St	\$366,828
Sidewalk	Wildwood Ave	Monticello Rd	Ridgewood Ave	\$264,449
Sidewalk	Wiley St	Superior St	Edisto Ave	\$280,896
Sidewalk	Windover St	Two Notch Rd	Belvedere Dr	\$187,942
Sidewalk	Shandon St	Rosewood Dr	Heyward St	\$268,514
Sidewalk	Lower Richland Blvd	Rabblt Run Rd	Garners Ferry Rd	\$260,077
Sidewalk	Harrison Road	Harrison Rd	Harrison Rd	\$600,000
Sidewalk	Koon	Malinda Road	Farmview Street	\$92,891
Sidewalk	Pelham	Gills Creek Parkway	Garners Ferry Road	\$346,774
Sidewalk	Pinehurst	Harrison Road	Forest Drive	\$1,649,672
Sidewalk	Prospect	Wilmot Avenue	Yale	\$137,938
Sidewalk	Sunset	Elmhurst Road	River Drive	\$364,522
Sidewalk	Veterans	Garners Ferry Road	Wormwood Drive	\$171,602
Sidewalk	Veterans	Coachmaker Road	Coatsdale Road	\$45,915
Sidewalk	Percival Road	Forest Dr	Decker Blvd	\$700,000
Sidewalk	Polo Rd (7)	Two Notch Rd	Mallet Hill Rd	\$0
Sidewalk	Bluff Rd (8)	Rosewood Dr	Beltline Blvd	\$0
Sidewalk	Atlas Rd (9)	Fountain Lake Way	Garners Ferry Rd	\$0
Sidewalk	Broad River Rd (10)	Royal Tower Rd	Woodrow St	\$0
Sidewalk	Broad River Rd (11)	Lake Murray Blvd	Western Ln	\$0
Bikeways	Broad River Rd	Greystone Blvd	Broad River Bridge	\$320,811
Bikeways	Harden St	Devline St	Rosewood Dr	\$696,821
Bikeways	Senate St	Sumter St	Laurens St	\$462,572
Bikeways	Trenholm Rd	South of Dent Middle School	Decker Blvd	\$123,919
Bikeways	Two Notch Rd	Beltline Blvd	Parklane Rd	\$2,435,039
Bikeways	Hampton St	Pickens St	Harden St	\$31,699
Bikeways	Pendleton St	Lincoln St	Marion St	\$31,680
Bikeways	Pickens St/Washington St/Wayne St	Hampton St (west)	Hampton St (east)	\$68,391
Bikeways	Sumter St	Washington St	Senate St	\$19,306
Bikeways	Beltline Blvd/Devline St	Rosewood Dr	Chateau Dr	\$24,158
Bikeways	Beltline Blvd	Forest Dr	Valley Rd	\$1,101
Bikeways	Beltline Blvd/Colonial Dr/Farrow Rd	Harden St	Academy St	\$6,636
Bikeways	Catawba St/Tryon St/Whaley St/Williams St	Church St	Blossom St	\$5,547
Bikeways	Bonham Rd/Devereaux Rd/Heathwood Cir/Kilbourne Rd/Rickenbaker Rd/Sweetbriar Rd	Blossom St	Fort Jackson Blvd	\$21,691
Bikeways	Chester St/Elmwood Ave/Wayne St	Hampton St	Park St	\$12,094
Bikeways	Clement Rd/Duke Ave/River Dr	Main St	Monticello Rd	\$30,427
Bikeways	College St/Laurens St/Oak St/Taylor St	Greene St	Elmwood Ave	\$16,331
Bikeways	Edgefield St/Park St	Calhoun St	River Dr	\$16,464
Bikeways	Gervais St/Gladden St/Hagood Ave/Page St/Senate St/Trenholm Rd/Webster St	Millwood Ave	Beltline Blvd	\$22,913
Bikeways	Heyward St/Marion St/Superior St	Whaley St	Wiley St	\$9,748
Bikeways	Sumter St	Blossom St	Wheat St	\$276,972
Bikeways	Huger St/Lady St/Park St	Gervais St (east)	Gervais St (west)	\$7,295
Bikeways	Lincoln St	Blossom St	Lady St	\$487,105
Bikeways	Ott Rd	Jim Hamilton Blvd	Blossom St	\$17,872
Bikeways	Saluda Ave	Wheat St	Greene St	\$3,934
Bikeways	Wheat St	Sumter St	Assembly St	\$133,189
Bikeways	Wheat St	Harden St	King St	\$4,351
Bikeways	Blossom St	Williams St	Huger St	\$41,564
Bikeways	Gervais St	450' west of Gist St	Gist St	\$17,276
Bikeways	Assembly St	Blossom St	Rosewood Dr	\$27,986
Bikeways	Beltline Blvd	Rosewood Dr	Devine St	\$25,547
Bikeways	Broad River Rd	Bush River Rd	Greystone Blvd	\$37,908
Bikeways	Broad River Rd	Harbison Blvd	Bush River Rd	\$321,115
Bikeways	Calhoun St	Wayne St	Harden St	\$88,292
Bikeways	Decker Blvd/Parklane Rd/Two Notch Rd	Two Notch Rd	Percival Rd	\$129,698
Bikeways	Fort Jackson Blvd	Devine St	Newell Rd	\$84,224
Bikeways	Garners Ferry Rd	Rosewood Dr	True St	\$66,826
Bikeways	Gervais St	Park St	Millwood Ave	\$91,378
Bikeways	Greene St	Assembly St	350' west of Lincoln St	\$19,388
Bikeways	Main St	Pendleton St	Whaley St	\$49,814
Bikeways	Onell Ct	Decker Blvd	Parklane Rd	\$85,675
Bikeways	Rosewood Dr	Bluff Rd	Garners Ferry Rd	\$211,179
Bikeways	Colonial Dr	Bull St	Slighs Ave	\$395,430
Bikeways	Holt Dr/Superior St	Wiley St	Airport Blvd	\$453,594
Bikeways	Leesburg Rd	Garners Ferry Rd	Semmes Rd	\$63,360
Bikeways	Gervais St	Gist St	Huger St	\$84,100
Bikeways	Huger St	Blossom St	Gervais St	\$256,861
Bikeways	Shop Rd	Beltline Blvd	Pineview Dr	\$657,212
Bikeways	Blossom St	Assembly St	Sumter St	\$86,381
Bikeways	Bull St	Elmwood Ave	Victoria St	\$20,218
Bikeways	Main St	Elmwood Ave	Sunset Dr	\$75,646
Bikeways	Elmwood Ave	Wayne St	Proposed Greenway Connector	\$3,893
Bikeways	Main St	Calhoun St	Elmwood Ave	\$1,025
Bikeways	Dutchman Blvd	Broad River Rd	Lake Murray Blvd	\$115,138
Bikeways	Columblana Dr	Lake Murray Blvd	Lexington County Line	\$713,199
Bikeways	Broad River Rd/Lake Murray Blvd	I-26	Harbison Blvd	\$14,282
Bikeways	Blythewood Rd	Winnsboro Rd	Main St	\$402,526
Bikeways	Clemson Rd	Longtown Rd	Brook Hollow Dr	\$1,099,106
Bikeways	Clemson Rd	Summit Pky	Percival Rd	\$1,641,468
Bikeways	Alpine Rd	Two Notch Rd	Percival Rd	\$1,536,100
Bikeways	Polo Rd	Two Notch Rd	640' south of Mallet Hill Rd	\$1,075,853
Bikeways	Clemson Rd	Brook Hollow Dr	Summit Pky	\$116,481
Bikeways	Two Notch Rd	Alpine Rd	Spears Creek Church Rd	\$360,804
Bikeways	Pickens St	Washington St	Rosewood Dr	\$1,179,744
Bikeways	College St	Lincoln St	Sumter St	\$280,735
Bikeways	Assembly St	Blossom St	Rosewood Dr	\$689,224
Bikeways	Greene St	Assembly St	Bull St	\$273,278
Bikeways	Bull St/Henderson St/Rice St	Wheat St	Heyward St	\$5,991
Bikeways	Greene St	Bull St	Saluda Ave	\$359,251

Bikeways	Catawba St	Sumter St	Lincoln St	\$250,145
Bikeways	Blossom St	Huger St	Assembly St	\$2,619,323
Bikeways	Whaley St	Lincoln St	Pickens St	\$438,198
Bikeways	Whaley St	Lincoln St	Church St	\$147,587
Bikeways	Craig Rd	Harrison Rd	Covenant Rd	\$6,684
Bikeways	Shop Rd (12)	George Rogers Blvd	Northway Rd	\$0
Bikeways	Bluff Rd (13)	Berea Rd	Beltline Blvd	\$0
Bikeways	Shop Rd (14)	Northway Rd	Beltline Blvd	\$0
Bikeways	Bluff Rd (15)	Rosewood Dr	Berea Rd	\$0
Bikeways	Wilson Blvd (16)	I-77	Farrow Rd	\$0
Bikeways	Broad River Rd (17)	Woodrow St	I-26 (Exit 97)	\$0
Bikeways	Hardscrabble Rd (18)	Farrow Rd	Lee Rd	\$0
Bikeways	Hardscrabble Rd (19)	Lee Rd	Lake Carolina Blvd	\$0
Bikeways	Pineview Rd (20)	Bluff Rd	Garners Ferry Rd	\$0
Bikeways	Atlas Rd (21)	Bluff Rd	Garners Ferry Rd	\$0
Bikeways	Broad River Rd (22)	Royal Tower Rd	Woodrow St	\$0
Bikeways	Broad River Rd (23)	Lake Murray Blvd	Western Ln	\$0
Bikeways	Dutch Fork Rd (24)	Broad River Rd	Rauch Metz	\$0
<b>Total Bike / Pedestrian / Greenway Projects</b>				<b>\$72,742,004</b>

Notes



- (1) Will be completed as part of the Atlas Road Widening Project.
- (2) Will be completed as part of Pineview Road Widening Project
- (3) Will be completed as part of Polo Road Widening Project
- (4) Will be completed as part of Polo Road Widening Project
- (5) Will be funded by City and USC
- (6) Will be funded by City and USC
- (7) Will be completed as part of Polo Road Widening Project
- (8) Will be completed as part of Bluff Road Widening Project
- (9) Will be completed as part of Atlas Road Widening Project
- (10) Will be completed as part of US 176 Widening Project
- (11) Will be completed as part of US 176 Widening Project
- (12) Will be completed as part of Shop Road Widening Project
- (13) Will be completed as part of Bluff Road Widening Project
- (14) Will be completed as part of Shop Road Widening Project
- (15) Will be completed as part of Bluff Road Widening Project
- (16) Will be completed as part of Wilson Blvd. Improvements
- (17) Will be completed as part of US 176 Widening Project
- (18) Will be completed as part of Hardscrabble Widening Project
- (19) Will be completed as part of Hardscrabble Widening Project
- (20) Will be completed as part of Pineview Widening Project
- (21) Will be completed as part of Atlas Road Widening Project
- (22) Will be completed as part of 176 Widening Project
- (23) Will be completed as part of 176 Widening Project
- (24) Will be completed as part of Dutch Fork Road Widening Project. (This widening project is not currently funded in the Roadway projects list.)

\*This amount is to include costs associated with the following Three Rivers Greenway projects: West Columbia through local public agency agreement North side of Elmwood Avenue connection to Three Rivers Greenway without having to cross Elmwood Avenue or Huger Street. West Columbia through local public agency agreement; links Gervals Street access point to Granby Park; West Columbia through local public agency agreement; Saluda River Walk project

Other: Town of Blythewood to provide input on its projects. Completed projects - Intersection Projects: Millwood and Gervals, Taylor and Maln, Garners Ferry and Woodland, Fort Jackson Blvd. and Beltline; Sidewalk Projects: Broad River Road Bridge; Bike Lanes: Broad River Road Bridge. Emphasis to be placed on local / small / minority firms. A process is to be developed to ensure participation by these firms. A partnership with DOT is recommended. The type and level of partnership is TBD. An in-house Transportation Director was approved. The recommendation to procure outside Program / Project Management firm(s) was approved. An oversight / accountability / "watchdog" committee was approved. Membership / duties of this Committee TBD.

**Attachment "B"**  
**Issue Escalation and Dispute Resolution Process**

The purpose of this process is to define the different levels of management in the County and the Department that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, the County and the Department. The County and the Department agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the Department's Program Manager, the following procedure will be adhered to by the County and the Department. This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from the County and the Department will sign an acknowledgement of the decision made within two days of concluding the decision.

SCDOT (PLANNING, DESIGN, RIGHT OF WAY ISSUES)	SCDOT (CONSTRUCTION ISSUES)	COUNTY	WORK DAYS
<b>Program Manager</b>	<b>District Engr. Administrator</b>	<b>Director of Transportation</b>	<b>2</b>
			
<b>Director of Preconstruction</b>	<b>Director of Construction</b>	<b>Director of Transportation</b>	<b>3</b>
			
<b>Dep. State Hwy. Engineer</b>	<b>Dep. State Hwy. Engineer</b>	<b>County Administrator</b>	<b>5</b>

**Comment [GL12]:** Deputy Secretary for Engineering?

**Comment [GL13]:** Deputy Secretary for Engineering?

**Comment [GL14]:** Deputy Secretary for Engineering

The State Highway Engineer shall review and make the final determination on unresolved issues pertaining to right of way, design and construction for routes within or to be added to the State Highway System. Should the County Administrator and the State Highway Engineer be unable to resolve other issues that may arise during the program, either party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within ten days. By majority decision of the Board, this ten-day time frame to reach a resolution may be amended.