

PROGRAM MANAGEMENT AGREEMENT

Between

RICHLAND COUNTY, SOUTH CAROLINA

And

RICHLAND PDT,

**A Joint Venture of M. B. Kahn Construction Co., Inc., ICA
Engineering, Inc., and Brownstone Construction Group, LLC**

For

**PROGRAM DEVELOPMENT, PROGRAM MANAGEMENT,
AND OTHER SERVICES**

Relating to The

RICHLAND COUNTY

**SALES TAX TRANSPORTATION IMPROVEMENT
PROGRAM**

Effective Date: November 3, 2014

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WHEREAS, Richland County, South Carolina (the "County") passed on November 6, 2012 a Local Option Sales Tax referendum, (the "Penny Sales Tax") for the purpose of improving roads, greenways, sidewalks and related transportation improvements in the County through the Richland County Sales Tax Transportation Improvement Program (the "Program"); and

WHEREAS, the County has determined that the most economical and efficient use of the Penny Sales Tax is to implement the Program through a contractor with a Program Development Team ("PDT") that has the expertise for Program development, oversight, technical assistance, design, implementation, and special expertise; and

WHEREAS, after a competitive process through the issuance of the Request for Qualifications ("RFQ," as later defined herein), a Team consisting of M. B. Kahn Construction Co., Inc., ICA Engineering, Inc., and Brownstone Construction Group, LLC was selected by the County to implement the Program. The County relied on the Team's RFQ Response as well as interviews with the Team for this selection. Richland PDT, a Joint Venture comprised of M. B. Kahn Construction Co., Inc., ICA Engineering, Inc., and Brownstone Construction Group, LLC (hereinafter, "Richland PDT," "PDT," or "Contractor" is the contracting entity through which all the PDT services flow;

NOW THEREFORE, this Agreement is executed and made between Richland County, South Carolina, a body politic incorporated under the laws of the State of South Carolina, and the Richland PDT, effective November 3, 2014.

THEREFORE, in consideration of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. Relationship and General Responsibilities of the Parties

A. General Scope

1. The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, tools, machinery, transportation, and supplies necessary for the completion of the services required under this Agreement (the "Services").
2. The Contractor shall provide the Services as further described herein to plan, develop, design, and manage the program or programs funded by proceeds from the Penny Sales Tax and described in the CTIP as further described herein.
3. While the Contractor must be capable of providing all the services as provided in this Agreement for each Project in the Program, from inception through to completion, the Contractor's primary role will be Program Development, Program Management, Construction Management and Construction Engineering and Inspection, which shall include technical reviews of the work by the Contractor's own forces and that of design consultants and construction contractors retained by the County, maintenance of schedules of the work and records and reports of progress, contract administration, including preparing contract documents, recommending progress payments when earned, facilitating

resolution of disputes, recommending changes to contracts, and evaluation and implementation of a Project and Program tracking system, Construction Management and Construction Engineering and Inspection (CEI).

4. The Contractor shall also be required to provide services to coordinate other consultants and contractors retained by the County.

5. The Contractor's specific scope of Services is provided herein below.

B. Definitions. For terms as used in this Agreement and any attachment or exhibit hereto (except where terms may be specifically defined elsewhere in this Agreement):

1. "Additional Services" shall mean services provided by the Contractor which are not specifically contained in the Agreement and for which either the Contractor shall be equitably compensated or for which the Contractor shall be compensated per a Construction Change Directive.

2. "Agreement" means this Program Management Agreement Between Richland County, South Carolina and Richland PDT, A Joint Venture of M. B. Kahn Construction Co., Inc., ICA Engineering, Inc., and Brownstone Construction Group, LLC for Program Development, Program Management, and Other Services Relating to the Richland County Sales Tax Transportation Improvement Program.

3. "CAP" means Corrective Action Plan.

4. "Capital Projects" shall mean those projects included in the County's Transportation Improvement Plan.

5. "CCIP" means a contractor controlled insurance program or rolling contractor controlled insurance program.

6. "CED" shall mean Central Employment Database established by the Contractor and accessible to the public interested in submitting applications for employment with contractors and vendors participating in the CTIP.

7. "CEI" shall mean Construction Management and Construction Engineering and Inspection.

8. "Change Order" shall mean a signed agreement by the County and the Contractor in accordance with Section X affecting the Scope of the Services.

9. "Claim" shall have the meaning as stated in Section XI.

10. "COG" shall mean Council of Governments.

11. "Commercially Useful Function" – an SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and

supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.

12. "Construction Change Directive" shall mean a directive by the County to the Contractor to perform a certain Scope of Work outside of the Services and compensated as provided in Section X.

13. "Contingency Allowance" means an allowance established within the Agreement to provide compensation for services for unforeseen scope or events that may arise.

14. "Contract" means all types of County agreements, regardless of what they may be called, entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction, or services of any kind relating to the Agreement.

15. "Contractor" means the PDT.

16. "Contract Documents" shall mean this Agreement and the Exhibits listed in Section XVI of this Agreement.

17. "Contract Price" shall mean the total of all monies paid to the Contractor for the performance of Services and Work under this Agreement.

18. "Contractor Employee" means any employee of the Contractor.

19. "Contract Management Officer" or "CMO" shall be the person appointed by the County Director of Procurement with the approval of the Richland County Administrator to administer and manage the Agreement.

20. "Contracting Officer" shall be the person occupying the position of the Contract Management Officer or another person designated in writing by the County Administrator utilizing the Notice provisions of this Agreement.

21. "Construction Contracts", shall mean agreements between the County and construction contractors, vendors and utility companies for construction work on Projects.
22. "Construction Cost" means the sum of all construction contract(s) including change orders and utility relocation cost attributable to a single project.
23. "Construction Plans" shall mean final designs which shall be issued for construction.
24. "County" means Richland County, South Carolina.
25. "County Council" means the County Council of Richland County, South Carolina.
26. "CTIP" means the Comprehensive County Transportation Improvement Program.
27. "Day" means calendar day.
28. "DBE" means disadvantaged business enterprise as defined in 49 C.F.R. § 26.5.
29. "Director of Safety" means an employee of the Contractor responsible for monitoring safety procedures of the Contractor and other Contractors who may be retained by the County in the performance of the Work in the CTIP.
30. "Effective Date" of this Agreement shall be November 3, 2014.
31. "Engineering Design Services" shall mean planning design and specifications for the Projects in the CTIP.
32. "Estimated Program Cost" means for purposes of the SLBE Progress Evaluation, the Contractor's anticipated Program Cost for the next twelve months, which will include the amount of Contractor's Fee for its Services under Task I of Exhibit B and Contractor's best good faith estimate of other compensation it anticipates it will be paid as provided for in the other Tasks in Exhibit B to this Agreement.
33. "Fee" shall mean the compensation paid to the Contractor for the performance of Program Management Services and Program Development Services under Section VIII. A. of the Agreement but does not include reimbursable cost or compensation for Tasks II-VIII as provided in Exhibit B.
34. "IGA" shall mean the Cooperative Intergovernmental Agreement attached to this Agreement at Exhibit H.
35. "Latest Approved Budget Project Cost" shall mean the latest adjustment of the initial Project Budgets at Exhibit C as approved by the County.

36. "Latest Approved CTIP" means the most recently County Council approved CTIP through the term of this Agreement.
37. "Limited Notice to Proceed" means the notice to commence Services dated August 1, 2014 and attached to this Agreement as Exhibit I.
38. "Liquidated Damages" means the damages in the amount the Parties to this Agreement have designated in lieu of actual damages as compensation on a Project.
39. "Notice to Proceed" shall mean authorization from the County to commence Services under the Agreement.
40. "Other Governmental Entities" or "OGE" means federal, state, or local governmental entities other than the County.
41. "Offeror" means the single legal entity submitting the offer responding to the RFQ and can be either a prime contractor or a joint venture.
42. Office of Small Business Opportunity (OSBO) shall mean the Department of the County responsible for the implementation and administration of the County's SLBE Division and the Business Development Division.
43. "Ordinance" shall mean Chapter 2-639 of the Richland County Code of Ordinances, the County's Small Local Business Enterprises Ordinance.
44. "Party" shall mean either the County or the Contractor. "Parties" shall mean the County and the Contractor.
45. "Person" means a corporation, partnership, limited liability company or other business association of any kind, trust, joint-stock company or individual.
46. "PDT" means the Contractor.
47. "Prime Contractor" means the Contractor, that is, the entity administering the Program and the Services as described in this Agreement.
48. "Procurement Department" means the Richland County Procurement Department.
49. "Program Cost" means the sum total of all Project costs plus the cost to administrate the CTIP. The current Program Cost is approximately \$760,009,000.
50. "Project Cost" means all budgeted costs directly attributable to the planning, design, administration, right of way acquisition, construction engineering and inspection, close-out and other Project related cost of a single Project. The sum total of approved budgets is approximately \$736,909,000. The approved budgets may be increased through grants or state or federal monies.

51. "Prompt Payment" has the same meaning as it has in Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing.
52. "Preliminary Engineering Services" shall mean design services prior to letting of Construction Contracts.
53. "Program" shall mean the Richland County Sales Tax Transportation Improvement Program.
54. "Program Development Services" shall mean the development of capital programs related to the adoption of the Penny Sales Tax.
55. "Program Management Services" shall mean oversight and management of capital programs related to the adoption of the penny tax.
56. "Project" or "Projects" shall mean those projects that are contained in Exhibit C.
57. "Records" means books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
58. "Reimbursable Expenses" are those expenses listed in Exhibit F and shall be paid at actual cost by the County with no mark-up to the Contractor.
59. "RFQ" means the Richland County Request for Qualifications identified as "RC-Q-2014--PDT" and attached as Exhibit A to the Agreement.
60. "RFQ Response" means the May 29, 2014 Response to the RFQ submitted by the Team. The RFQ Response is attached at Exhibit A-1 to the Agreement.
61. "SCDOT" means the South Carolina Department of Transportation.
62. "Scope of Work" or "Scope of Services" shall mean entirety of Services to be performed under this Agreement.
63. "Services" means the services required of the Contractor under this Agreement.
64. "SIB" shall mean the State Infrastructure Bank.
65. "SLBE" means a Small Local Business Enterprise as that term is used in the County's Small Local Business Enterprises Ordinance, Chapter 2-639 of the Richland County Code of Ordinances.
66. "SLBE Application" means the certification application Form R developed and overseen by the County pursuant to the Ordinance.

67. “SLBE Program Termination Expense” means damages the County may recover from the Contractor for the Contractor’s breach of the terms of Section XIV of the Agreement.

68. “SLBE Progress Evaluation” means an evaluation by OSBO of Contractor’s actual utilization of SLBE Subcontractors as compared to the most recent Estimated Program Cost.

69. “SLBE Representations” means collectively the levels of SLBE participation presented in the Contractor’s RFQ Response, its verbal representation to County Council, and its representations in the SLBE Program Management Plan, the SLBE Work Plan, and the Brownstone Detailed Work Plan emailed to the County on October 23, 2014, of fifty-one (51%) percent SLBE Subcontractor and/or Brownstone Construction Group, LLC’s (sometimes hereinafter “Brownstone”) participation in the Services to occur in the aggregate by the end of five (5) years after the Effective Date of this Agreement.

70. “SLBE Subcontractor” means any person, other than the Contractor, who (a) offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or Services of any kind who enters into a Subcontract in connection with this Agreement and includes any person who offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or services of any kind to a higher tier Subcontractor; and (b) is certified by the County as an SLBE entity.

71. “SLBE Subcontractor Contracts” means collectively the executed subcontracts, service agreements, or utilization commitment forms submitted by Contractor to the County’s SLBE program.

72. “Subcontract” means a contract or contractual action entered into by the Contractor or a Subcontractor for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind under a Contract.

73. “Subcontractor” means any person, other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or Services of any kind who enters into a Subcontract in connection with this Agreement and includes any person who offers to furnish or furnishes any supplies, materials, equipment, vehicles, construction or services of any kind to a higher tier Subcontractor.

74. “Subconsultant” means a Subcontractor.

75. “Task Order” means authorization from the County to commence services on a particular project or activity.

76. “Team” means the PDT, or collectively: M.B. Kahn Construction Co., Inc., ICA Engineering, Inc., and Brownstone Construction Group, LLC.

77. "Transportation Projects" shall mean those Projects contained in the County's Transportation Improvement Program.

78. "Work" shall mean the "Services."

C. Contractor's Relationship with County.

1. The Parties' intent is for Contractor to assist County, and to carry out certain duties, in the financial management, planning, design, and construction administration of Projects that have been approved by County as part of the Program. As part of the Services for the County, Contractor is the County's trusted advisor as to the development of the Program, program management, and the Services.

2. The Contractor shall perform the Services in a competent and timely manner, and with respect to each type of work performed by Contractor as part of the Services, the Contractor shall use that degree of reasonable care and skill ordinarily exercised by other similar firms performing services and obligations of a similar nature, and in accord with all applicable laws, rules, and regulations.

3. The Contractor in its performance of the Services is an independent contractor and shall not be deemed an employee of the County for any purpose whatsoever. The Contractor shall not hold itself or any member of the Team out as an employee of the County and shall have no power or authority to bind or obligate the County. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Agreement by it or its employees, agents, and servants and shall be responsible for the Contractor's Team members doing the same. The Contractor shall be liable for and pay all taxes required by local, State, or Federal governments, including but not limited to Social Security, workers' compensation, Employment Security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Agreement.

II. **Contractor's Program Development Duties.**

A. The Program.

1. The PDT will provide Program Development Services and Program Management Services for Program development, oversight, technical assistance, and special expertise for the County in completing each of the Projects included in the November 6, 2012 Local Option Sales Tax referendum which includes the following categories:

a) Total Roadway Projects: Approved Budgets \$656,020,644

b) Total Bike/Pedestrian/Greenway Projects: Approved Budgets \$80,888,356

c) Total Approved Program Cost: \$736,909,000 as provided in Exhibit C, (plus any updates to the CTIP which are not attached but which are incorporated herein by reference thereto as they are approved) a list of Projects and budgets included in the Program.

2. The major components of Program Development Services and Program Management Services to be provided include:

a) Program Development (Program Management, Program Controls/Scheduling, Public Involvement)

b) Project Services including Pre-Planning, Administration, and Project Planning (Traffic Studies, Surveys, 30% Preliminary Plan Development, Utility Relocation Coordination, Environmental/Permitting, safety monitoring. Note: level of Services required may vary depending on project type and complexity)

c) Quality Assurance Reviews and Coordination of Each Project

d) Right-of-Way Acquisition for Individual Projects

e) Proposal Preparation and Procurement

f) Construction Engineering and Inspection Services for each Project

g) Other services include a pavement management system for the paved roads that the County is responsible for, Mitigation Bank Services, and some selected additional design Services.

h) It is anticipated the PDT will be retained to complete all Projects, unless this Agreement is terminated before such occurrence.

B. The Scope of Work for the portion of the Services that comprise the Program Development Services and Program Management Services is stated in Task I of Exhibit B.

C. Compensation for Program Development Services and Program Management Services is separate from compensation for other Services under this Agreement as outlined at Section VIII.

III. Contractor's Project-Specific Related Duties.

A. Contractor's Project Specific Responsibilities.

1. The list of Projects to which Contractor's Project specific Responsibilities apply is attached at Exhibit C.
2. The County may remove any Project from the Contractor's Services at its sole discretion.
 - a) Compensation to Contractor for any additional Project to which the parties mutually agree to those listed at Exhibit C shall be determined as provided in Section VIII.
 - b) The County is currently negotiating terms of a Supplemental IGA regarding improvements to Hardscrabble Road. The Contractor at the County's request shall provide construction management Services and CEI Services in a different manner and scope than provided for in this Agreement but as outlined in the Supplemental IGA. The compensation for the work associated with the Supplemental IGA will be mutually agreed to by the County and the Contractor.
3. Contractor shall provide Pre-Project Planning for each Project. The Scope of these types of Services for all Projects is described herein and at Task II of Exhibit B.
4. Contractor shall provide Quality Assurance Reviews and Coordination of Projects as described herein and at Task III of Exhibit B.
5. Contractor shall provide Right-of-Way Acquisition Services for Projects as described herein and at Task IV of Exhibit B.
6. Contractor shall provide Proposal Preparation and Procurement Services as described herein and at Task V of Exhibit B.
7. Contractor shall provide Construction Resource Management Services for Roadway Transportation Projects as described herein and at Task VI of Exhibit B.

B. Compensation for Tasks II through VI is provided for at Section VIII.

1. Contractor shall provide Construction Management Services and Utility Relocation Coordination Project Management Services as described herein and at Task II of Exhibit B for all Projects. These parts of the Services shall include Project management and technical review of the work by the PDT and design reviews, constructability reviews, utility relocation coordination, documentation, scheduling, estimating, safety monitoring, public communications, change order negotiation and Project closeout.

2. Contractor shall provide Construction Engineering and Inspection Services, which shall include administration, documentation, inspection, equipment, surveying, vehicles, and personnel for each Project.

C. Contractor's General Project Related Duties.

1. Except as specifically excepted elsewhere in this Agreement, Contractor's Services for each Project shall be carried out in accordance with the standards and legal requirements set forth in this Agreement.

2. Contractor shall have such responsibility for management of each Project for County, whether or not the details of those management responsibilities are further specified elsewhere in this Agreement.

3. Contractor shall carry out its Services on each Project in conformance with all requirements of this Agreement, including the Exhibits hereto, shall require all subcontractors and consultants to comply with all such requirements that relate to their work, and shall monitor each Project to see that this obligation is met.

IV. Pavement Management Program.

A. Contractor shall implement a Pavement Management Program as described herein and at Task VII of Exhibit B.

B. Compensation for the Contractor's Services in implementing the Pavement Management Program shall be as provided at Section VIII.

V. Sidewalk and Greenway Program.

A. Contractor shall implement a Sidewalk and Greenway Program as described herein and at Task VIII of Exhibit B.

B. Compensation for the Contractor's Services in implementing the Sidewalk and Greenway Program shall be as provided at Section VIII.

VI. Out of Scope "Additional" Services.

A. At the request of County, Contractor shall provide other engineering, construction management, and procurement Services related to this Program that are not within the scope of the Services provided for in this Agreement ("Additional Services").

B. Scope, costs and fees for Additional Services shall be determined prior to the Contractor starting such Additional Services by either: (1) mutually agreed to in writing as an Addendum or Change Order to this Agreement; (2) or by Construction Change Directive by the County using the formula in Section VIII.

VII. Inspection and Acceptance.

- A. All Services shall be subject to review by the County at all reasonable times and places prior to acceptance.
- B. Any such review is for the sole benefit of the County and shall not relieve the Contractor of the responsibility of providing quality services to comply with the Agreement requirements.
- C. No review by the County shall be construed as constituting or implying acceptance. Such review shall not relieve the Contractor of the responsibility to correctly perform the Services, nor shall it in any way affect the continuing rights (including warranty rights) of the County after acceptance of the completed Services.
- D. The Contractor shall, without charge, correct or re-perform any Services found by the County not to conform to this Agreement's requirements, unless the County consents in writing to accept such Services with an appropriate adjustment in the Contract Price.
- E. If the Contractor fails to correct or re-perform any Services not found to conform to the contract requirements within a reasonable period of time after written notice to the Contractor, the County shall have the right to self-perform those Services and charge back the cost to correct or re-perform those Services to the Contractor.
- F. Final acceptance of all Services does not occur until final payment is made by the County to Contractor for all Services performed under this Agreement.

VIII. Compensation.

- A. Compensation for Contractor's Program Related Services (Task I, Exhibit B).
 - 1. The County agrees to pay the Contractor for the performance of the Services described in Task I of Exhibit B to this Agreement, including all items necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein and on the following basis:
 - 2. Compensation for Task I of the Services as provided in Exhibit B shall be Six Million, Twenty Thousand Dollars (\$6,020,000.00) and no/cents for each year of this Agreement, to be invoiced by Contractor to the County in twelve equal monthly installments.
 - 3. Compensation for Task I of the Services shall be identical for every renewal year of this Agreement through its fifth year unless this Agreement is terminated prior to that time.
 - 4. Compensation for Task I was based on 2014 wage rates. The Contractor shall be eligible on the following dates for cost of wage increases to be added to the compensation from the base rate established at the date of this Agreement. (The base rate is the salary of the respective position as of the date of this Agreement.) The dates on which the Contractor shall be eligible for the increase are January 1, 2016 and January 1 of each subsequent year of this Agreement.

Wage rate increases shall be calculated for each position based on the US Bureau of Labor Statistics, NAICS as most applicable to each position, plus two (2%) of the base salary for each such position. Wage rate increases shall be limited to those PDT positions assigned full-time to the Program (as mutually agreed to between the County and the Contractor) and physically located in the PDT office.

5. Invoicing for Contractor's Program Services shall be in accordance with Section VIII, H. below.

6. In the event the Program Cost increases by ten (10%) percent or more, then the Program Management Fee may be equitably adjusted.

B. Compensation for Project Specific Services (Tasks II-III; V-VI, Exhibit B).

1. The County agrees to pay the Contractor for the performance of the Services described in Tasks II-II; and V-VI of Exhibit B to this Agreement, including all items necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein and on the following basis:

2. For each Project (or group of Projects collectively if it would be more efficient), the Contractor, if assigned Tasks by the Contract Management Officer, shall be compensated as follows.

a) For each Project, the Contractor has prepared a "Budget Project Cost." The County must agree to the Budget Project Cost. Each Project's initial Budget Project Cost is attached hereto as Exhibit C. Recognizing that the initial Budget Project Cost listed in Exhibit C may have changed over time, the Contractor shall for each Project submit a proposed Budget Project Cost which the County in its sole discretion may accept.

b) The Contractor's compensation for each Project will be determined based on what Tasks as provided for in Exhibit B the Contractor performs for each Project listed on Exhibit C.

c) The Contractor shall be compensated for its Tasks based on a percentage of total cost of each Project.

d) The Contractor for each Project shall establish a "Milestone" list of Project activities as part of the schedule for such Project and the Contractor shall submit a proposed payment schedule for each "Milestone" in each Project's schedule for the Project.

e) The Contractor shall provide detail in its monthly invoices for each Project so that the County can to its satisfaction account for and understand the different Projects and corresponding charges for each.

f) For Preliminary Design Services (Approximately 30% of Design Documentation, which includes Design Criteria) per Project, the Contractor shall be paid the following percentages of Budget Project Cost:

- (1) Widening and New Locations: 2.0%
- (2) Intersections: 2.5%
- (3) Design Criteria (where no 30% plan prep): 1.0%
- (4) Other: 2.0%

g) For Complete Design Services, the Contractor shall be paid the following percentages of Budget Project Cost:

- (1) Sidewalks (without drainage): 3.5%
- (2) Other Projects TBD as needed
- (3) Environmental Assessment: \$180,000 each
- (4) Southeast Richland Neighborhood Plan: \$500,000 firm.

h) Each percentage cost for each Preliminary Design Service or Complete Design Service performed by the Contractor include but is not limited to the costs of Contractor's Subconsultants and Subcontractors, such Services as traffic studies, wetland delineations, cultural resource studies, threatened and endangered species studies, aerial mapping, , and any other Service which normally would be necessary for this Scope of Work.

i) For Construction Resource Management and Utility Relocation Coordination: 4.5% of the Latest Approved Budget Project Cost and then adjusted for Final Project Cost.

(1) These Services shall include but are not limited to all Services required to manage, coordinate and administrate a specific Project including design reviews, constructability reviews, utility relocation coordination, documentation, scheduling, estimating, safety monitoring, public communications, change order negotiation, project closeout, expenses, overhead, and profit and any other Service which normally would be necessary for this Scope of Work. These Services are further described in Exhibit B.

(2) Compensation for these Services shall be invoiced in equal monthly installments for the duration of preconstruction Services; Preconstruction Services shall commence upon receiving construction resources management ("CRM") 95% complete

document submittal from the PDT, On-call Engineering Team(s) and Dirt Road Paving Team(s) or earlier as directed by the Contract Management Officer until construction contracts are awarded.

j) For Construction Engineering and Inspection: 6.5% of Latest Approved Budget Project Cost and then adjusted for Final Project Cost.

(1) These Services include Project administration, documentation, inspection, equipment, surveying, vehicles, and personnel, expenses, overhead, and profit and any other Service which normally would be necessary for this Scope of Work.

(2) Construction phase Services shall commence upon award of construction contracts and end upon Project acceptance by the County.

(3) The compensation for these Services shall be invoiced and paid in equal monthly installments for the scheduled duration of construction phase Services.

k) Once a Project is complete, the Contractor shall adjust the Latest Approved Budget Project Cost to reflect a "Final Project Cost." The Contractor's final compensation for all Tasks for such Project shall be based upon whichever is higher, the Latest Approved Budget Project Cost or the Final Project Cost.

l) Once the Final Project Cost is established, the County shall pay additional compensation to the Contractor, if any, to the extent that the Final Project Cost is higher than the Latest Approved Budget Project Cost.

C. Compensation for Right-of-Way Acquisition for Individual Projects. (Task IV, Exhibit B).

1. The County agrees to pay the Contractor for right-of-way acquisition for certain Projects as described in Task IV of Exhibit B. Notwithstanding anything to the contrary in Exhibit B, no acquisition Services may be provided by the Contractor without the approval of the County.

2. Right of Way Acquisition Services shall be paid on a per parcel basis as per the schedule in Exhibit G plus any additional and separate cost for mentoring for SLBE firms, which shall be billed on an hourly basis per Exhibit E.

3. The County shall be responsible for all costs, including the cost of condemnation and purchase of rights-of-way including purchased easements.

D. Compensation for Pavement Management Program (Task VII, Exhibit B).

1. The County agrees to pay the Contractor for the performance of the Services described in Task VII of Exhibit B to this Agreement, including all items necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein and on the following basis:

2. Compensation for Contractor for the Pavement Management Program at Task VII of Exhibit B shall be invoiced and paid as an in a lump sum of One Million Seven Hundred and Fifty Thousand (\$1,750,000) Dollars.

3. The Pavement Management Program includes sub-Tasks of a Pavement Management System (\$350,000), Flexible Pavement Section Designs (\$150,000), and Local County Road Resurfacing (\$1,250,000).

4. The Contractor shall bill the County on a monthly invoice for the amount of work performed and approved under each of the sub-Tasks.

E. Compensation for Sidewalk and Greenway Program (Task VIII, Exhibit B).

1. The County agrees to pay the Contractor for the performance of the Services described in Task VIII of Exhibit B to this Agreement, including all items necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein and on the following basis:

2. Compensation for the Sidewalk and Greenway Program at Task VIII of Exhibit B shall be invoiced and paid pursuant to Section VIII, B. and C. above.

F. Compensation for Additional Services.

1. The County must approve any Additional Services in writing before the County shall be liable for the cost of any Additional Services.

2. Any Changes in Scope of the Services of this Agreement shall be charged as Additional Services unless the Parties otherwise agree in writing.

3. The County agrees to pay the Contractor for the performance of the Additional Services pursuant to this Agreement, including all items necessary to accomplish and complete the Additional Services, in accordance with all terms and conditions as stated herein and if not agreed to otherwise by the County and the Contractor, shall be determined on the following basis:

a) For personnel, the rates as provided in Exhibit E.

(1) Wage Escalation: Wage rates in the Personnel Rate Schedule are subject to increase on the following dates: January 1, 2016, January 1, 2017 and January 1, 2018.

(2) The wage increases shall be calculated from the base rate established at the date of this Agreement in Exhibit E with annual

escalation limited to increases in the personnel rates utilizing the most applicable employment position category for as provided in the NACIS of the US Bureau of Labor Statistics.

(3) For the Contractor to recover any overtime it must show that it was unable to reposition appropriate personnel performing Program Management Services to perform the work on a non-overtime basis.

b) Reimbursable Expenses as provided in Exhibit F. All Reimbursable Expenses are paid at actual cost and are not to be considered to be part of any overhead or profit calculation in this Agreement.

c) Actual costs of materials, including sales tax and cost of delivery; cost of direct labor as provided by the personnel rates on Exhibit E; rental value of equipment and machinery; plus a markup for additional general conditions cost, overhead, and profit at not more than 15% of the actual costs incurred by the Additional Services (but excluding the costs of personnel as stated in Exhibit E).

4. All Additional Services shall be documented by Contractor in a form with sufficient information suitable to the County. The Contractor should be prepared to provide evidence of all charges for Additional Services commensurate with the standard American Institute of Architects Cost-Plus Contract forms.

5. Invoices for Rate Schedule Work shall be prepared and submitted as follows: Invoices for labor shall indicate the employee's name, classification, and straight time and approved overtime hours. Labor categories and rates must correspond to those set forth in the "Personnel Rate Schedule" applicable at the time when Work was performed and attached herein as Exhibit E.

6. Items where compensation is established as an "hourly" "not-to-exceed" amount" will be paid at the billed or "not-to-exceed" amount, whichever is less. If fees and costs do not reach the limit of the "not-to-exceed" amount, the Contractor will not be entitled to receive the remainder of the "not-to-exceed" amount except as otherwise stated herein.

7. The Contractor shall be limited to the lesser of compensation as an Additional Service or compensation as a Claim as defined in this Agreement in the event of a dispute between the Contractor and the County as to the amount of compensation due for any Services performed by the Contractor under this Agreement, and as to the amount of compensation due to Contractor for any Work, Services, or equipment provided by the Contractor that conferred a benefit to the County in some way outside of any provision of this Agreement.

G. Contractor's Share of Liquidated Damages.

1. It is likely that each Project shall have a provision in the contract for construction of said Project for the assessment of liquidated damages for delay against the contractor that contracts with the County to perform the actual construction of that Project (as opposed to the Services provided by the Contractor.)

2. Recognizing that the PDT and on-site resources could be negatively financially impacted by a delay caused by a contractor performing the construction for the County, the County and the Contractor agree that since the County has no liability for the delay of such contractor, the Contractor and the County shall split liquidated damages assessed against the constructing contractor in an amount to be determined by the County and the Contractor for each Project prior to the procurement of such Project. Liquidated damages for each Project should be sufficient to account for both the County's costs and the Contractor's costs incurred because of such delay.

3. If liquidated damages are split between the County and the Contractor on a Project, in such case the Contractor shall under no circumstances be entitled to any other compensation of any form from the County for the delay of a contractor performing work for a Project that is part of the Program except the liquidated damages as provided for in this subsection.

4. Should the County elect to excuse any contractor from its obligation to pay liquidated damages for which the contractor on a Project is otherwise liable, the County shall pay to the Contractor the portion of the excused damages that would otherwise have been allocated to the Contractor.

H. Payments.

1. Invoicing.

a) The Contractor shall submit its monthly invoices such that they are received by the County no later than 5:00 PM on the last business day of each month. Invoices shall be paid no later than 30 calendar Days of receipt by the County.

b) An invoice improperly not paid by the County shall earn interest at the rate of Prime +1% from the due date of the Invoice.

c) The Contractor shall submit invoices in original form complete with all supporting documentation as necessary summarized in an agreed format.

d) The Contractor's invoices shall be clearly marked with Project numbers and that portion of compensation attributable to a project so delineated.

- e) The Contractor's invoices shall indicate the time period during which the Services were performed for which the invoice is submitted.
 - f) The Contractor shall sign each invoice summary certifying that all Work covered by the invoice is complete and that the invoice is correct and authentic.
 - g) The Contractor shall prepare all invoices in a form satisfactory to and approved by the County as contained in the CTIP Accounting Procedures Manual.
 - h) At the County's request, the Contractor shall furnish evidence that all labor and materials furnished and equipment used during the period covered by any invoice have been paid for in full and that the Services are not subject to liens or claims on account thereof.
2. The County may decline to approve the Contractor's invoices, in whole or in part, to the extent necessary to protect the County from loss because of:
- a) defective Services not remedied,
 - b) third party claims filed or reasonable evidence indicating probable filing of such claims (including claims of lien),
 - c) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment,
 - d) reasonable evidence that the Services cannot be completed for the unpaid balance of the Contract Price,
 - e) damage to the County, or another contractor performing work for the County,
 - f) failure to carry out the Services in accordance with the Contract Documents,
 - g) the withdrawal or suspension, or threatened withdrawal or suspension of governmental permits or approvals due to the negligent actions or default of the Contractor,
 - h) failure to comply with the Contract Documents, or
 - i) any breach by Contractor of the terms and conditions of the Agreement.

3. Payment Deductions and Withholding.

a) When any payment is withheld pursuant to this Section, the grounds for such withholding shall be provided to the Contractor. When the grounds for nonpayment are removed, payment shall be made for amounts withheld because of them, within 30 Days after the last ground for nonpayment is removed, provided all other conditions precedent to payment have been satisfied.

b) The County shall not be deemed to be in breach of this Agreement by reason of the withholding of any payment pursuant to any provision of the Contract Documents.

IX. Schedules and Time.

A. Schedules.

1. The Contractor shall create a program management baseline progress schedule ("Master Schedule") for the Program, which shall generally identify key Program milestones.

2. As provided in Exhibit B, the Contractor shall also be responsible for monitoring and advising the County with regard to the schedules for individual Projects that are part of the Program. The County and the Contractor shall agree on which Projects require a formal schedule.

B. Claims for Additional Time and Related Compensation by Contractor.

1. There shall be no additional Claims for extensions of time and related compensation by the Contractor for Program Development Services or Program Management Services and all Services described in Task I of Exhibit B.

2. The Contractor may make Claims for extensions of schedule and compensation on individual Projects where the Contractor is providing Services described in Tasks II through VI and VIII of Exhibit B only under the following circumstances. If the progress of the Contractor's Services in the critical path of the construction schedule for any Project is delayed at any time in the commencement or progress of the Services on that Project by any event constituting an act or neglect of the County; or by other causes that the County and Contractor agree in writing may justify delay ("Excused Delay"), then the Contractor shall be entitled to additional compensation for its actual costs incurred on such Project as provided in this Agreement because of the Excused Delay, provided that the Contractor provided written notice of such Excused Delay and the circumstances surrounding it within seven (7) Days after Contractor knows or should know that any event or condition will adversely impact its Services for that Project in the critical path, as a condition precedent for any such event being an Excused Delay. The Contractor shall follow the procedures in this Agreement for making a Claim.

3. Force Majeure. It is further understood that the Contractor shall not be entitled to any damages or compensation from the County or be reimbursed for any losses on account of any delays resulting from any of the foregoing reasons or, without limitation, any reason for delay not under the direct or indirect control of the County, unless agreed to in writing by the County. If the Contractor is delayed at any time in the progress of the Work by causes beyond the control and without the fault or negligence of the Contractor, the Contractor will bear its own additional costs and seek no additional compensation from the County for the Services on that Project. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the governmental entities other than the County, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather (a "Force Majeure Event").

a) This section does not preclude the Contractor from sharing in liquidated damages from a construction contractor on any Project as provided in this Agreement.

4. If Contractor fails to comply with this Section, Contractor shall be deemed to have waived any Claim arising out of or resulting from any such delay, without relieving Contractor of its obligations hereunder.

5. In the event of any Force Majeure Event, the Contractor and the County shall coordinate and cooperate to exchange any information and/or documentation related to any such Force Majeure Event in a manner that minimizes any adverse effect on the Services.

X. Changes.

A. Change Orders. A Change Order is a written order to the Contractor signed by the County, issued after execution of the Contract, authorizing a change in the Services or an adjustment to the Contract Price or the schedule for a Project. The Contract Price and the schedule for a Project may be changed only by an executed Change Order. A Change Order signed by the Contractor indicates its agreement herewith, including that the adjustment in the Contract Price or the schedule contained in the Change Order is sufficient to compensate the Contractor for all Claims that Contractor may have outstanding at the time the Change Order is signed by the Contractor.

B. Use of Change Order. The County, without invalidating the Agreement, may order changes in the Services within the general scope of the Agreement consisting of additions, deletions or other revisions, including the addition or deletion of Projects. All such changes in the Services shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

C. Construction Change Directive. However, if the County and the Contractor cannot agree on the Change Order, the County shall issue a Construction Change Directive directing the Contractor to either not perform Services or to perform Additional Services. The Contractor shall be compensated for such Additional Services as provided in the Contract Documents.

D. Cost of Change. The cost or credit to the County resulting from a change in the Services shall be determined in one or more of the following ways:

1. By mutual acceptance of a negotiated lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. By cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee (as provided in the Contract Documents, if applicable); or
3. By the method provided in this Section.

E. Disputed Change. If none of the methods set forth in Section D. 1 or 2 above are agreed upon for Additional Services, the Contractor, provided it receives a written order signed by the County as a Construction Change Directive, shall promptly proceed with the Additional Services involved. The cost of such Additional Services shall then be determined on the basis of the actual expenditures and/or savings of those performing the Services attributable to the change. In such case, the Contractor shall isolate in its job accounting system and present, in such form as the County may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order or Construction Change Directive. Unless otherwise provided in the Contract Documents, cost for such Additional Services shall be limited to the following: actual cost of materials, including sales tax and cost of delivery; cost of direct labor as provided by the personnel rates on Exhibit E; rental value of equipment and machinery; plus a markup for additional general conditions cost, overhead, and profit at not more than 15% of the actual costs incurred by the Additional Services (but excluding the costs of personnel as stated in Exhibit E). All indirect costs, whether incurred on or off site, shall be included in the Contractor's overhead. Pending final determination of cost to the County, Contractor must continue performance of the Services, and payments on account shall be made on the Contractor's Certificate for Payment. The adjustment to the Contract Price for any extra, deletion or change, whether it results in a net increase or decrease in the Contract Price, will be the amount of the actual net cost plus the 15% markup on such net cost for general conditions, overhead, and profit. The allowance for overhead and profit shall be figured on the basis of the net cost, whether deductive or additive with respect to that change, excluding the personnel rates at Exhibit E. The cost of a change shall include all costs directly related to the change, and the Contractor shall itemize these costs and provide appropriate supporting data as may be necessary to establish correctness.

F. Cap on Overhead; Profit. The percentages in a Construction Change Directive allowed for general conditions, overhead, and profit in addition to the actual cost of changes to the Services shall be limited to the 15% of the actual costs of the Contractor, excluding any personnel costs as provided for in Exhibit E.

G. No Course of Dealing. No agreement by County to a particular Change Order submitted by Contractor shall be construed to establish a course of dealing between County and Contractor regarding labor or equipment rates, or any other costs. The failure of County to insist that Contractor satisfy any requirements for Change Order requests, including but not limited to the written notice requirements, shall in no way constitute a

waiver of the County to insist that Contractor later satisfy such requirements or satisfy such requirements for subsequent Change Order requests.

XI. Claims.

A. Claim. A “Claim” is a demand or assertion by either Party seeking, as a matter of right, adjustment or interpretation of the Contract Documents, Agreement terms, the payment of money, time or other relief or resolution of issues with respect to the Contract or Contract Documents. The term “Claim” also includes any other disputes or matters in question between County and Contractor arising out of or relating to the Agreement, the Program, or a Project, including any Claim a Party may make related in any way to any act or omission of a third party. Claims by either Party must be initiated by written notice or they are waived. The responsibility to substantiate Claims shall rest with the Party making the Claim.

B. Notice of Claim. Each Party acknowledges the prejudice to the other as a result of any attempted assertion by a Party of Claims except as specifically permitted herein in the precise manner and strictly within the time limits established herein. Claims by a Party must be initiated in writing (the “Initial Notice”) within seven (7) Days after the occurrence of the event giving rise to such Claim or the claim is waived. Claims must be initiated by written notice as provided in this Section to the other Party detailing the anticipated type and amount of impact in time and/or money of the event or condition. Within seven (7) Days after the conclusion of the event giving rise to such Claim, the Party making the Claim shall give the other party a “Final Notice” of the alleged impact on the Party in time and money. No additional Claim by a Party for the same subject matter may be made after the Final Notice for the Claim has been submitted or after the time for submission of the Final Notice has expired. The notice requirement in this Section shall be an express condition precedent to a Party’s right to recover under any Claim.

1. Claims by a Party must be made in writing. The Final Notice of any Claim must contain at least all of the following:

- (a) a narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and architectural or engineering basis of the Claim;
- (b) if the Claim alleges delay to the critical path, the Claim must include the precise number of Days of delay claimed and all alleged impacts on the Services;
- (c) if the Claim alleges acceleration or constructive acceleration of the Services, the Claim must demonstrate the benefits that have been achieved by the acceleration. No Claims for acceleration for Services that is not on the critical path shall be permitted. Claims for additional compensation or time for alleged acceleration shall be limited as provided in the Contract Documents; and

- (d) if the Claim is for additional compensation, the Claim must include a detailed calculation of the precise amount claimed with all supporting documentation.

2. Within seven (7) Days after the Initial Notice, or after the conclusion of the event giving rise to the Claim, whichever is later, the Party making the Claim shall provide the Final Notice to the other Party. Failure to provide the Final Notice within seven (7) Days after the Initial Notice or after the conclusion of the event giving rise to the Claim shall constitute a waiver of the Claim against any Party. Any waiver by a Party of the notice requirements for the Initial Notice or the Final Notice for a Claim, event, or occurrence shall not constitute a waiver of these notice requirements for any other Claim, event, or occurrence. All information required in the Final Notice must be submitted within the time limits established herein.

C. Continued Work. Pending final resolution of a Claim, except as otherwise agreed in writing or in the Contract Documents, Contractor shall proceed diligently with performance of the Services and County shall continue to make undisputed payments in accordance with the Contract Documents. The making of any payment by County shall not constitute a waiver of any Claims by County or an acknowledgement by County that Contractor is entitled to additional time or money. The failure of Contractor to continue to proceed with the Services during the pendency of the Claim shall be a material breach of this Agreement.

XII. Term and Termination.

A. Term. This Agreement is for a term of one (1) year beginning on the Effective Date, which is automatically renewed for up to four (4) successive years, unless the Contracting Officer if directed so by County Council gives the Contractor written notice of non-renewal not less than one hundred twenty (120) Days prior to the end of the initial or renewal term, as applicable. It is the intent of the Parties that subject to the right of the County to terminate this Agreement with or without cause, for convenience or non-renew, the Parties will fulfill a five (5) year total term for this Agreement.

B. Termination for Cause.

1. The County may cancel the Agreement in whole or in part for cause in the case of the Contractor's material breach of this Agreement, default of its obligations under this Agreement (excluding a violation of Section XIV), negligence or other basis for termination for cause as may be stated in the Agreement.

a) In such instances, the County will provide the Contractor with notice of the basis for the termination in advance, if advance notice does not materially affect the interests of the County, and provide the Contractor an opportunity to cure the basis for the termination. In instances where an opportunity to cure is provided, the length of the notice to cure shall be twenty one (21) Days.

b) The County in its sole discretion may also provide suggestions for remedying the cause. Such suggestions do not waive the Contractor's breach or default.

2. If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the United States Bankruptcy Code or any similar or applicable federal or state laws; or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed with sixty (60) Days from the date of said filing; or if the Contractor admits in writing its inability to pay its debts generally as they become due; or if it takes a general assignment for the benefit of his creditors; or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Services; or if it repeatedly fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Services or to supply enough properly skilled workmen or proper material for the Services; or if it submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if it fails without justification to make prompt payment to Subcontractors or for material or labor or otherwise breaches its obligations under any Subcontract with a Subcontractor; or if a mechanic's or materialman's lien or notice of lien is filed against any part of the Services or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the County; or if the Contractor repeatedly disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental or private jurisdiction of the Services or the site of the Project; or if it otherwise is guilty of a material breach of any provision of the Contract Documents that is not cured in the time as provided in this Agreement; then the County, without prejudice to any right or remedy available to the County under the Contract Documents or at law or in equity, may terminate this Agreement with cause. If requested by the County, the Contractor shall remove any part or all of non-Program owned equipment, machinery and supplies for the site of any Project within seven (7) Days from the date of such request, and in the event of the Contractor's failure to do so, the County shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense.

3. The rights and remedies of the County in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination Without Cause (for Convenience).

1. The County at its sole option and discretion shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving one hundred twenty (120) Days written notice to the Contractor.

a) Upon receipt of a termination for convenience notice, Contractor shall immediately discontinue Services on the date and to the extent specified in said notice; unless Contractor and the County agree to proceed with a Transition Plan, to be presented by Contractor to the County.

b) There will be no additional costs to the County from the Contractor or any other party upon the County's termination for convenience, other than for Services already performed satisfactorily before the date of termination of this Agreement and accepted by the County.

2. The Agreement also shall be subject to cancellation without damages or further obligations of the County to the Contractor if funds are not appropriated or otherwise made available to support continuation of performance of the Agreement in a subsequent fiscal period or appropriated year.

D. Effect of Termination.

1. If this Agreement is terminated or terminates for any reason, and the County desires the Contractor to provide transitional services for another PDT, those services will be provided by the Contractor on a monthly basis. Compensation shall include a monthly fee of \$501,667 plus Contractor's actual costs incurred with overhead and profit limited to 15% of Contractor's actual (non-Project related) costs that are not included in the monthly fee. The Contractor shall also complete Services on any Projects that are substantially in progress until such time as the County provides replacement contractors for said Services. The Contractor shall be compensated for any such Projects for which it completes Services in the manner provided for in this Agreement, unless the County directs that a replacement contractor shall complete the Services on that Project(s), in which case the Contractor shall be paid either for that proportion of Services it provided by taking the percentage of Services for each Task item completed for that Project(s) and multiplying it by the percentage of compensation that would be due to the Contractor for such Task based on the Final Budget Cost for that Project(s), or if the Task was to be paid for in another manner, by an amount equitably adjusted to reflect the Services provided for that Task.

2. If this Agreement is terminated or terminates for any reason, re-producible copies of all finished or unfinished work related to any Project, including without limitation, documents, data, analysis, calculations, studies, maps, photographs, reports, produced or prepared by Contractor, or in Contractor's possession shall be supplied to County and shall become the property of County.

3. If this Agreement is terminated or terminates for any reason, all Subcontracts of the Contractor for Services rendered or to be rendered on the Project are deemed assigned to the County or the County's designee, except that the County or the County's designee may determine in their sole discretion not to accept assignment of any Subcontract.

E. Suspension of the Services. The County's Contract Management Officer may order a suspension of the Services ("Suspension of the Services") in whole or in part for such time as he deems necessary.

1. In the event of an unexcused failure of the Contractor to comply with any of the requirements of this Agreement, the Agreement's completion date shall not be extended on account of any such Suspension of the Services and the Contractor shall not be entitled to any compensation for any delay while the Contractor is attempting to cure any failure to comply with the Agreement.

2. When the Contract Management Officer orders any Suspension of the Services where the Contractor is not in breach or has failed to comply with this Agreement, the Contractor shall be entitled to recover actual expenses incurred during the suspension of the Services.

a) Actual expenses are those such as labor cost subject to reassignment, ongoing cost such as leases, payments to Subcontractors, demobilization, etc.

b) All such expenses must be reasonably documented and the Contractor should take reasonable care in minimizing costs related to the suspension

XIII. Insurance Requirements.

A. Unless the County otherwise directs at any time during the Program, the Contractor shall be responsible for the insurance coverages below and make provisions to have similar insurance in its Subcontracts.

B. Within five (5) business days of receipt of Notice to Proceed, Contractor shall provide the County a Certificate of Insurance with all insurance required by the State of South Carolina and minimally the below insurance with companies having an A.M. Best Rating of A-, VII or higher.

1. Each certificate shall state it applies to work by or on behalf of the insured. Contractor and its insurers shall provide County thirty (30) Days written notice of any cancelation, non-renewal or reduction in coverage.

C. Contractor must have comparable insurance requirements for any of its subcontractors or insure them under Contractor's policies, unless waived in writing by the County.

D. A breach of any insurance requirement shall be material.

E. All such insurance shall be at Contractor's expense and be maintained throughout the term of this Agreement. Contractor shall provide County certificates throughout the term of this Agreement. The Contractor shall procure insurance policies for the requirements herein. The policies shall name the County as an additional insured under

the Commercial General Liability and Business Auto Liability policies. Any Umbrella/Excess Liability policy provided to meet the required general liability and auto liability limits must follow form with all primary policy coverages.

F. Commercial General Liability Insurance

1. Commercial General Liability policy on an occurrence basis with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, property damage and personal injury and \$2,000,000 products & completed operations aggregate. The policy shall also include:
2. Contractual liability for the tort liability of another party assumed in an "insured contract".
3. Waiver of subrogation against the County, its officials, agents, employees, leased and temporary employees and volunteers.
4. The County, its official, agents, employees, temporary and leased workers as additional insureds by the unmodified latest ISO endorsement CG 20 10.
5. A provision that it is primary coverage over all other insurance or self-insurance even if the policy asserts it is excess, secondary or contingent.
6. Severability of interest.
7. An electronic liability endorsement (CG 04 37 or similar as approved by the County).
8. Products-completed operations liability coverage extending at least two years beyond completion of each separate Project.
9. Include coverage for explosion, collapse and underground hazards.
10. Completed operations coverage extending at least two years beyond the completion date of the Services.

G. Professional Liability Insurance. The Contractor shall purchase a professional liability policy with claims-made coverage. Prior to commencing work hereunder, the Contractor, at its own expense, shall obtain and maintain, throughout the remaining duration of this Agreement, the following insurance coverage written by a company with an A.M. Best rating of A or better. Professional Liability insurance covering errors and omissions with a minimum of \$1,000,000 for each act, error or omission and \$1,000,000 aggregate. The policy shall state its coverage dates.

H. Business Auto Coverage. Business Auto Coverage Form with a combined single limit for bodily injury and property damage of \$1,000,000 per accident. Physical damage coverage is at the option of the Contractor. The policy shall also include:

1. Contractual liability;

2. The County, its officials, agents, employees, temporary and leased workers, and volunteers are included as additional insureds.
 3. A provision the policy is primary and non-contributory to all other insurance or self- insurance maintained by any additional insured.
 4. A waiver of subrogation against the County, its officials, employees, leased and temporary employees, and volunteers.
- I. The Contractor shall require its employees and anyone working on its behalf to provide evidence acceptable to the County of auto liability coverage. The policy shall cover owned, hired and non-owned vehicles.
 - J. **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall provide worker's compensation and employer's liability in accordance with the laws of the State of South Carolina (other state's coverage is not sufficient.) Employer's liability limits shall not be less than \$500,000/\$500,000/\$500,000. The policy shall contain a waiver of subrogation against the County, its officials, employees, temporary and leased workers, and volunteers. Should the County provide an OCIP or CCIP, this policy will still be required to be provided by the Contractor.
 - K. **Certificate of Liability Coverage.** The certificate of liability coverage shall verify compliance with the preceding requirements.
 - L. **Cancellation, Non-renewal, Material Change or Reduction in Coverage.** The Contractor shall provide the County with a minimum of thirty (30) Days prior written notice, except ten (10) Days for non-payment of premium, of any cancellation, non-renewal, reduction in coverage or any other material change in the required policies. Each certificate must state that the insurance applies to work performed by or on behalf of the Contractor.
 - M. The County shall include similar insurance requirements in other agreements it may have with other contractors, vendors, consultants, including architects, engineers and contractors (non-professional liability insurance) performing work or services for the Program naming both the County and the Contractor as Additional Insureds.

XIV. SLBE and DBE Management.

A. SLBE and DBE Law Compliance.

1. The Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations as they apply to participation by Small Local Business Enterprises ("SLBE") and Disadvantaged Business Enterprises ("DBE") in the implementation of the CTIP. Where conflicts arise with state and federal laws and regulations and come to the attention of the Contractor, the Contractor shall bring them to the attention of the County and the County shall determine the appropriate course of action and advise the Contractor on how to proceed.

2. Chapter 2-639 of the Richland County Code of Ordinances (the "Ordinance") in effect on the Effective Date of this Agreement is incorporated into the Agreement by reference. The County, in its sole reasonable discretion, may elect to terminate the Agreement For Convenience pursuant to Section XII C. of this Agreement for the failure of Contractor to (a) comply with the Ordinance and/or (b) to meet the levels of SLBE participation presented in the Contractor's RFQ Response and its verbal representation to County Council of fifty-one (51%) percent SLBE participation by SLBE Subcontractors and/or Brownstone in the Services (collectively, the "SLBE Representations") and accepted by the County in this Agreement. Should the County elect to terminate this Agreement For Convenience for Contractor's violation of this Section XIV, then the County shall have, in addition to any other remedies it may have for Termination for Convenience, the remedies provided in Section XIV.A.11.

3. During the anticipated full term of this Agreement (five (5) years, unless this Agreement is properly terminated earlier), Contractor agrees to fulfill the SLBE Representations. The SLBE Subcontractor contracts submitted by Contractor to the County's SLBE program shall specify the percentage of the total award amount and the estimated equivalent dollar amount of Work allocated for each SLBE Subcontractor and Brownstone, the type of Services to be performing a Commercially Useful Function, and such other information as may be reasonably required by the SLBE program.

a) It is recognized by the Parties that the Program Cost is subject to change due to many variables such as the actual Final Project Cost for individual Projects, possible wage escalations, exclusion of specific projects, and other circumstances. Therefore, the individual percentages of SLBE Subcontractor or Brownstone participation may vary from the SLBE Representations. However, notwithstanding any such variation, the Contractor shall not deviate from the SLBE Representations of an overall fifty-one (51%) SLBE Subcontractor and/or Brownstone's participation to be paid from compensation paid to the Contractor for performance of all Tasks in Exhibit B, unless excused or waived under this Section XIV.

b) To the extent a certified SLBE firm is not performing a Commercially Useful Function within the meaning of this Ordinance and this Agreement, dollars paid to that SLBE firm shall not be counted towards satisfaction of Contractor's SLBE Representations.

c) Changes in any SLBE Subcontractor or Brownstone's participation percentages that make up the total of the SLBE Representations must be reported by the Contractor to the OSBO with Contractor's monthly invoices to the County.

d) Changes in the 51% SLBE Representations. It is recognized by the Parties that at the time of the Effective Date of this Agreement, there are substantial unknown factors involving the future implementation of the

Program and the Projects listed at Exhibit C that are part of this Program, including but not limited to delays caused by federal or state regulatory authorities that could push the implementation of some Projects beyond the anticipated five (5) year term of this Agreement, the removal of Projects from the Program by the County, change in scope of Program Projects by the County, substantial increases in Project Final Budgets, or as a result of third party interference, and other factors beyond the Contractor's reasonable control. For example, the Contractor has represented to the County that at the time of the Effective Date of this Agreement, the Contractor contemplates utilizing more than 51% SLBE Subcontractor and/or Brownstone's participation on CEI as a means of meeting Contractors' SLBE Representations. If, however, the number of Projects requiring CEI is reduced, or if such Projects are delayed beyond the five (5) year term of this Agreement, the Contractor's plan to meet its 51% SLBE Representations could be materially affected since it would not be able to utilize as much SLBE Subcontractor and/or Brownstone's CEI Services as planned by the Contractor to meet its SLBE Representations. The County recognizes that the Contractor, should the Contractor act in good faith to comply with its SLBE Representations, may nonetheless not meet its SLBE Representations because of such factors beyond the Contractor's reasonable control. Should such event occur, the Contractor will work with the OSBO office to make every reasonable effort to adjust its utilization of SLBE Subcontractors and/or Brownstone to reach as high a percentage of overall utilization of SLBE Subcontractors and/or Brownstone as is commercially possible. Therefore:

(1) Should any action or inaction by the County, action or inaction by a third party, or an event that is not reasonably in the control of the Contractor result in the Contractor not achieving the SLBE Representations, to the extent that the Contractor can show that its ability to meet its SLBE Representations is negatively affected by such action as stated in this Section XIV.A.3.d.(1), and the Contractor cannot in good faith compensate for the reduction in SLBE Subcontractor and/or Brownstone's participation in the Program or Project(s), then the SLBE Representations shall be equitably adjusted to reflect the effect of such actions beyond the Contractor's reasonable control had on its ability to meet its SLBE Representations.

(a) The Contractor and the OSBO shall attempt to agree upon the amount of such equitable adjustment. If the Contractor and the OSBO fail to reach such an agreement in a reasonable amount of time and the OSBO rejects the Contractor's request in writing, then the Contractor shall, after receiving such written rejection from OSBO, make a Claim for the amount of equitable adjustment in the manner as provided for in Section XI of this Agreement.

(b) If the Contractor, the OSBO, and the Contracting Officer agree on the amount of the equitable adjustment, the request for equitable adjustment shall be presented to County Council, which may agree or disagree with the equitable adjustment request.

(c) If County Council does not agree with the equitable adjustment request, then the Contractor may make a Claim for the amount of equitable adjustment in the manner as provided for in Section XI of this Agreement.

(2) Should the Contractor require the replacement of an SLBE Subcontractor and/or Brownstone for reasons that are in the Contractor's control, such as the Contractor's termination for cause of an SLBE Subcontractor and/or Brownstone, the Contractor and the County shall follow the provisions of Section XIV.A.7. below for Contractor to replace the SLBE Subcontractor and/or Brownstone.

(3) The provisions of this Section XIV.A.3.d.(1) apply only if the Contractor's actions or inactions do not cause or materially contribute to the failure of the Contractor to meet its SLBE Representations.

4. Should an original SLBE Subcontractor, Brownstone or SLBE Joint Venture participant graduate from the SLBE program during the term of the Agreement, such SLBE Subcontractor, Brownstone or the SLBE Joint Venture shall be deemed an SLBE firm for the remainder of the Agreement, and all compensation paid to such SLBE firm shall be counted as SLBE utilization under this Agreement, provided that the SLBE Subcontractor, Brownstone or SLBE Joint Venture participant's graduation, removal or termination from the SLBE program was not caused by any misrepresentation, fraud, or other improper conduct.

5. Contractor understands and agrees that authorized County representatives may, upon request, have reasonable access to and may examine Contractors' books, records, files, executed contracts, service agreements, utilization commitment forms and other pertinent documents to the extent that such material is relevant to make a determination of whether Contractor is complying with the SLBE Representations at any time during the term of this Agreement. The County may also conduct unannounced inspections to verify the SLBE Representations but, in doing so, shall observe all workplace safety rules and regulations and shall not disrupt the operations of the Contractor or SLBE Subcontractor during the inspections. The Contractor shall pass down these same rights of the County in the SLBE Subcontractor Contracts and shall require its Subcontractors to do the same for their sub-subcontractors.

6. The Contractor, within thirty (30) days of the Latest Approved CTIP (and thereafter within thirty (30) days of the next Latest Approved CTIP, or if there has not been a Latest Approved CTIP in twelve months (called herein a “year” which means twelve months measured from the Latest Approved CTIP), the yearly anniversary date of the prior Latest Approved CTIP), shall submit to the OSBO its anticipated Program Cost for the next twelve months, which will include the amount of Contractor’s Fee for its Services under Task I of Exhibit B and Contractor’s best good faith estimate of other compensation it anticipates it will be paid as provided for in the other Tasks in Exhibit B to this Agreement (as defined, the “Estimated Program Cost.”) The Contractor shall also include in the Estimated Program Cost its best good faith estimate of the percentage of that Estimated Program Cost that will be paid to each of the Contractor’s SLBE Subcontractors. All parties understand that the Estimated Program Cost is simply an estimate by the Contractor to be used as a reference point for the OSBO on a yearly basis to evaluate the Contractor’s yearly goals for compliance with the Contractor’s SLBE Subcontractor and/or Brownstone’s utilization

a) The OSBO and the Contractor shall, at least every six (6) months after submission of the Contractor’s Estimated Program Cost, review the Contractor’s actual utilization of SLBE Subcontractors and/or Brownstone as compared to the most recent Estimated Program Cost (the “SLBE Progress Evaluation”). The Contractor shall, at this time, revise the Estimated Program Cost for the next six month period and provide it to the OSBO.

b) Should the OSBO reasonably determine that (1) the Contractor is not or cannot meet its SLBE Representations at any time after the second year of the Agreement; (2) the Contractor’s Estimated Program Cost for that particular year is not reasonably related to the SLBE Representations for the five (5) year period; or (3) the Contractor during the year is not demonstrating compliance with its Estimated Program Cost for that particular year (assuming that the Agreement is renewed and not terminated prior to a total of five (5) years), the OSBO may require the Contractor to present to the OSBO, within fourteen (14) Days, a written Corrective Action Plan (“CAP”) whereby the Contractor will set out the steps it will take to meet the SLBE Representations by the end of the fifth year of the Agreement. The OSBO may accept or reject the CAP in writing within seven (7) days of its submission by the Contractor. The OSBO shall make its determination under this Section XIV.A.6.b. based upon:

(1) An accounting of historical annual compensation paid to Contractor’s SLBE Subcontractors, Brownstone, and their respective other Subcontractors;

(2) An assessment of remaining Services to be performed under the Agreement and the capabilities of SLBE firms to perform

such types and quantities of Services, as determined consistent with Section XIV.A.3.d.(1); and

(3) The OSBO's verification by those procedures as stated in Section XIV.A.5. above that the compensation being paid the SLBE Subcontractors is for Services actually performed in Commercially Useful Functions.

c) After an SLBE Progress Evaluation, should the OSBO reasonably determine: (1) that the CAP is unacceptable, (2) that the Contractor refused to take any action required under this Section, or (3) that the Contractor is unable to demonstrate that it can meet its SLBE Representations in the time remaining under the Agreement, the OSBO may, in writing, recommend to the County Administrator that the Agreement be suspended or terminated, that relief be afforded under this Section to the County, or that the County take other such actions with regard to this Agreement as may be fair and just under the circumstances. The Contractor shall be provided with a copy of such recommendation as soon as practicable, but not less than forty-eight (48) hours after it has been delivered to the County Administrator.

d) The County Administrator shall, in writing, accept, reject, or revise the OSBO recommendation within seven (7) days of receipt from the OSBO. The County Administrator shall provide a copy of the County Administrator's decision to the Contractor as soon as practicable, but not less than forty-eight (48) hours after it has been delivered to the County Administrator.

e) Should the County Administrator accept or revise the OSBO recommendation where the County Administrator's decision would have the effect of suspending, terminating, or not renewing this Agreement, or have the effect of imposing upon the Contractor any of the SLBE Program Termination Expense under this Section, the County Administrator shall forward such decision to County Council for consideration. The Contractor may within seven (7) days of receipt of the County Administrator's decision, appeal said decision to County Council in writing stating the basis of such appeal. Whether or not the Contractor appeals the decision of the County Administrator, only County Council may suspend, terminate, or non-renew this Agreement, or impose SLBE Program Termination Expense upon the Contractor. County Council is not limited by any recommendation of the OSBO or decision by the County Administrator with respect to any action it may take in connection with this Agreement.

f) Except as expressly otherwise stated in this Section XIV, the provisions of this Section concerning notice of breach or breach of this Section XIV supersede any conflicting terms and provisions elsewhere in

this Agreement regarding the Contractor's breach of any obligation under this Section.

7. If Contractor is unable to meet the SLBE Representations by utilizing the certified SLBEs specified in the SLBE Representations, Contractor shall exercise good faith in seeking additional or substitute certified SLBE(s) to fulfill Contractor's SLBE Representations. In the event that after use of reasonable, good faith efforts to meet its SLBE Representations, Contractor is able to demonstrate to the reasonable satisfaction of OSBO that an insufficient number of qualified, willing and certified SLBEs are available in the market area to provide the requisite level of goods and/or services required to fulfill the SLBE Representations, Contractor may request a waiver or reduction of its SLBE commitment in its SLBE Representations by completing Form D, the SLBE Participation Waiver Request Form. The Contractor may also request such a waiver should an SLBE Subcontractor or Brownstone or the scope of work of an SLBE Subcontractor or Brownstone listed on Exhibit J be eliminated by the County in accordance with Section XIV.A.3.d. All such waivers and/or substitutions for certified SLBE firms specified in Exhibit J must receive prior written approval by the OSBO. Such approval shall not be unreasonably withheld. OSBO shall submit its response to the Contractor's waiver request within seven (7) days of OSBO's receipt of the completed Form D.

8. By entering into this Agreement, Contractor agrees to pay all SLBE Subcontractors and Brownstone (as it must pay all Subcontractors) within seven (7) Days of receipt of payment from the County upon receipt of invoice from the Subcontractor. Beginning with the second pay request from Contractor to the County, Contractor agrees to provide the County with written evidence that all Subcontractors have been paid out of the proceeds of the prior payment, unless a validated dispute, documented in writing, exists between Contractor and the unpaid Subcontractor(s). Nothing herein shall prohibit the Contractor from withholding payment to any Subcontractor for reasons permitted by this Agreement, Richland County or South Carolina law.

9. In addition, Contractor agrees to submit the following to the County and the OSBO when requested:

a) Copies of signed Subcontracts (together with any modifications, change orders, and related correspondence) with all business enterprises, including certified SLBE Subcontractors and non-SLBE Subcontractors, being utilized to perform a portion of the Services provided for by this Agreement;

b) Monthly Certified Payrolls for the Contractor and for all Program Subcontractors ("Certified Payrolls" shall mean payrolls certified in the same manner as required by the SCDOT on federally funded construction projects or as the County may otherwise direct);

c) Reports and documentation, including canceled checks or evidence of electronic disbursements, verifying payments to all Subcontractors being utilized to achieve the Contract goals; and

d) Reports and documentation on the extent to which the Contractor has awarded subcontracts to business enterprises registered in the County's Centralized Bidder Registration System under contracts not affected by the Ordinance.

10. Before final payment may be made under this Agreement at the end of five (5) years (or otherwise, if this Agreement is properly terminated prior to the end of five (5) years), Contractor must submit Form E, the Subcontractor Utilization Form, with its final invoice for payment. The Subcontractor Utilization Form will include a list of the names of all Subcontractors utilized on the contract, both SLBEs and non-SLBEs, and the total amount paid to each Subcontractor, including the amounts for any change orders. The Contractor shall submit a draft Form E to the OSBO at least six (6) months before the end date of this Agreement in order for the County to assess timely the Contractor's compliance and Contractor's likely compliance with the Ordinance, the provisions of this Section, and the SLBE Representations (as may have been modified under Section XIV.A.3.d.) by the end date of the Agreement.

11. If Contractor fails to comply with the requirements of the Ordinance or breaches the contractual terms provided in this Section, it is subject to the following penalties at the reasonable discretion of the County:

a) Imposition of SLBE Program Termination Expense to be held back from Contractor's payment and/or charged back to Contractor. The SLBE Program Termination Expense represents a liquidated sum agreed to by the Parties for the additional internal administrative costs and outside costs to the County caused by the Contractor's breach of its SLBE Representations. The Contractor and the County agree that the SLBE Program Termination Expense amount is reasonable compensation to the County for such costs in the event of a breach of this Section XIV by the Contractor. The amount of the SLBE Program Termination Expense is One Million, Two Hundred Thousand (\$1,200,000) Dollars and no/cents.

b) The SLBE Program Termination Expense is the County's exclusive remedy for any violation of Section XIV by the Contractor; provided, however, nothing herein shall limit or restrict:

(1) The County's rights under Chapter 2-621.2 of the Richland County Code of Ordinances (Authority to Debar or Suspend), and

(2) The Parties' rights and remedies for a Termination for Convenience, as provided in Section XII of this Agreement.

c) The Contractor may appeal any determination of SLBE Program Termination Expenses in the manner provided in Section XIV.A.6. d, e, and f above.

12. Should the County implement ordinances that provide for the same types of SLBE requirements as provided for in this Section XIV.A. that are not provided for in the Ordinance as of the Effective Date of this Agreement, the County and the Contractor may by mutual agreement agree to replace any part of this Section XIV A with such new ordinance requirements.

B. Sheltered Market Program. The Contractor shall assist the SLBE program to identify projects qualified to be placed in the Sheltered Market Program for SLBE and Emerging SLBE participants to compete for exclusively.

C. DBE Participation Programs. The Contractor shall assist the County to comply with State and Federal DBE requirements where necessary.

D. Student Internship Program. The Contractor shall develop a student internship program in cooperation with area educational institutions. The Contractor shall encourage its Subconsultants and Subcontractors to provide opportunities for students to participate in the student internship program.

E. Central Employment Database. The Contractor shall establish a Central Employment Database ("CED") accessible to members of the public interested in submitting applications for employment with contractors and vendors participating in the CTIP. The CED will be made available to contractors, subcontractors, and vendors. The CED will be accessible both electronically and manually by the public. Job applications will be made available through the OSBO, the South Carolina Business One Stop, the Richland County Library system, and other public places as identified by the Contractor to the County.

F. Business Engagement. The Contractor shall develop, administrate, and manage a program to encourage businesses located in Richland County to participate in the CTIP. The Contractor shall also provide prototypical plans and specifications to businesses for bike racks, benches, and other amenities. The Contractor will provide a list of contractors to businesses capable of installing the benches and bike racks. The County will reimburse the Contractor for the cost to administrate and manage the program.

G. SLBE Certifications. SLBE certifications for the SLBE Subcontractors at the Effective Date of this Agreement are attached at Exhibit D.

H. Nothing in this Section XIV shall be construed to limit whatever rights and remedies the Contractor may have under this Agreement and applicable law to challenge any act or omission of the County, including the right to file legal action exclusively in the Richland County, South Carolina Court of Common Pleas regarding any action or inaction of the County, or to assert any defense to any claim by the County. Likewise, nothing in this Section XIV.H. shall be construed to limit whatever rights of the County that arise under this Section XIV of the Agreement.

XV. General Provisions.

A. Indemnification.

1. The Contractor, as part of its duty of indemnification, shall defend and hold harmless the County from any costs arising out of the prosecution or defense of any action arising out of the Contractor's performance under this Agreement, to the extent the claim was due to the negligent acts, omissions, or wrongdoing of the Contractor in administering or performing this Agreement. The Contractor shall indemnify, save harmless, and defend the County, its officers, agents, and employees against all liability, claims, fines, penalties, and costs of whatsoever kind and nature for any losses, injury, or death to any person or persons or from loss or damage to any property occurring in connection with or in any way incident to or arising out of or in any way connected with the Work and/or performance pursuant to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Contractor, its officers, agents, employees, or other representatives, with respect to the administration of this Agreement.

2. The Contractor agrees to notify the County of any claims asserted or brought against the Contractor arising from this Agreement which may potentially expose the County to liability and to coordinate with the County on any issues of governmental or public interest or concern.

3. The Contractor shall notify the Contract Management Officer of the filing of any litigation or arbitration arising from this Agreement. In the event of participation by the County in the defense of any claim, which shall be solely at the discretion of the County, the County shall be responsible for its own attorney's fees, costs, and other expenses. The Contractor will not settle any claims arising hereunder without the express written prior permission of the Contract Management Officer.

4. The Contractor may control the defense of any litigation arising under this paragraph and all related settlement negotiations, unless the County is a party.

5. The Contractor further agrees that in the event it is requested to produce in any litigation any confidential document or information referring or relating to the County, it shall not, where possible, produce the requested material before it has notified the Contract Management Officer and provided the County a reasonable opportunity to appear and object to the production of the County's confidential material.

6. Where applicable, all requirements of the Contractor regarding indemnification set forth in this section shall be imposed on all Subcontractors, requiring the Subcontractors to defend and indemnify the County in like fashion. The County shall include a similar indemnification clause in other agreements they may have with all other contractors, vendors, consultants including

architects, engineers and contractors performing Work or Services in the CTIP indemnifying both the County and the Contractor.

B. Applicable Laws. The Contractor and its Subcontractors will comply with all applicable federal, state, and local laws and regulations, including but not limited to:

1. Americans with Disabilities Act (ADA);
2. Anti-Kickback Act of 1986;
3. Contract Work Hours and Safety Standards Act;
4. Department of Health and Environmental Control (DHEC);
5. South Carolina Drug Free Workplace Act;
6. Eligibility for employment under United States immigration laws;
7. Employment Eligibility Verification: prescribes policies and procedures requiring contractors to utilize the Department of Homeland Security (DHS), United States Citizenship and Immigration Service's employment eligibility verification program (E-Verify) as the means for verifying employment eligibility of certain employees;
8. Employment of Workers with Disabilities;
9. Equal Employment Opportunity;
10. Environmental Protection Agency (EPA) regulations;
11. Fair Labor Standards Act (FLSA);
12. Governmental price regulations/orders (as required by law, the Contractor will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project;
13. Maximum hours and minimum wages;
14. Nondiscrimination because of age;
15. Occupational Safety and Health Administration (OSHA) (e.g., all materials and services furnished meet or exceed OSHA safety standards);
16. Statutes regarding qualification to do business;
17. Statutes prohibiting employment discrimination;
18. Walsh-Healey Public Contracts Act; and

19. The “Prompt Payment Requirements” of the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing.

20. Contractor further represents and warrants that it will comply with the County’s Commercial Nondiscrimination Ordinance, as described under Section 2-647 of the Richland County Code of Ordinances.

a) As part of such compliance, the Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination.

b) The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County’s relevant marketplace.

c) Moreover, the Contractor affirms that it will cooperate fully with any County inquiries regarding the Contractor’s compliance with this Ordinance.

d) The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Contractor from participating in County contracts, or other sanctions.

e) This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Contractor shall include this clause in any Subcontracts which it may enter in the performance of this Agreement.

C. Governing Law/Disputes.

1. Notwithstanding any other provision of this Agreement, all disputes, claims, or controversies where the County is a party arising out of or relating to this Agreement shall be resolved only in the Court of Common Pleas for Richland County, South Carolina, to the exclusion of all other courts.

2. This provision applies to the Contractor and to any dispute, claim or controversy any person or entity in the chain of privity with the Contractor for the execution of the Services in the Program has with the County as well.

3. The Contractor agrees that any act by the County regarding the Agreement is not a waiver of the County's right to sovereign immunity under state law, to the extent any such immunity exists.

4. The Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any dispute, claim, or controversy relating to this Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on the Contractor by certified mail (return receipt requested) addressed to the Contractor at the address provided as the notice address in this Agreement or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given on the date shown on the return receipt.

5. The Agreement shall be construed under the laws of the State of South Carolina.

D. Permits and Licenses. The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining in force at all times any necessary licenses and permits required and issued by a municipality or the County for conducting business. The Contractor is responsible at all times for obtaining applicable work permits and licenses from the County's Building Inspection and Business License Departments. Contractor's license number, person's name, and business name must all be shown on all required licenses.

E. Safety, Health, and Security Precautions. The Contractor shall take reasonable and proper safety, health and security precautions to protect its workers and the County's property, workers, and the public at all times during the term of this Agreement. The Contractor shall provide a Director of Safety.

F. Contractor's Record Keeping Duties and FOIA.

1. The Contractor shall maintain copies of all of the Program's and related Project's contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all field changes made during construction, and, in addition, approved shop drawings, product data, samples, and other similar required submittals must be maintained at the job site. These shall be available to the County.

2. Contractor shall keep full and detailed accounts and records and exercise such controls as may be necessary for proper financial and record management under this Agreement, and the accounting and control systems shall be satisfactory to County. County and County's accountants, lawyers and consultants shall be afforded access to and shall be permitted to audit and copy Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase

orders, vouchers, memoranda and other data relating to this Agreement, and Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law. County shall have the right to access all such records at any time after seven (7) Days written notice.

3. All financial records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by Contractor shall have the same obligations to retain records and permit audits as required of Contractor.

4. If any inspection by County, or its representatives, of Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, County may deduct said overcharge from any payments due Contractor, or, if no funds remain due to Contractor, Contractor shall, within seven (7) calendar Days of receipt of such written demand for repayment, tender the amount of such overpayment to County or otherwise resolve the demand for repayment to County's satisfaction.

5. Contractor shall maintain an accurate record of all aspects of the Services, including all costs and expenses related to the Services. County may, at its sole discretion, from time to time (whether before or after final completion of the Services or termination of this Agreement) elect to have an inspection or audit conducted to verify compliance with the Agreement or to verify the cost of the Services through the date of the last Application for Payment. Any such inspection and/or audit shall be at least as comprehensive as would be allowed under the South Carolina Rules of Civil Procedure. If County so elects, it shall give notice to Contractor and such inspection or audit shall be conducted as soon as is reasonably feasible thereafter so as not to unreasonably delay further progress payments to Contractor as permitted by the Contract Documents, but in no event no later than seven (7) Days from the date of the notice. Such inspection or audit shall be conducted by the County, or by an accountant, lawyer, auditor, or other reviewer or consultant selected by the County, or any number of them in any combination, and County shall, except as hereinafter provided, pay the cost of such audit. Contractor agrees to cooperate with County, and/or its accountant, lawyer, auditor, or other reviewer or consultant, and make available for examination at its home and/or Project office all of its books, records, correspondence, and other documents deemed necessary by such accountant, lawyer, auditor, or other reviewer or consultant to conduct such review.

6. In addition to any duties of Contractor as stated in Exhibit B, the Contractor agrees to maintain for three (3) years from the date of final payment for all Services under this Agreement, or until all other pending matters are closed under this Agreement, whichever is later, all books, documents, papers, and records, digital or otherwise, pertinent to this Agreement. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly

authorized representative(s) reasonable access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any Subcontracts issued by it in connection with this Agreement. The Contractor shall provide a copy of all digital records within sixty (60) Days after final payment. The Contractor must provide for a secure back up of digital records during the course of this Agreement.

7. In addition to those documents set forth above, Contractor shall provide, within ninety (90) Days after final completion of each Project, a marked-up set of final construction drawings reflecting the "as-built" condition of each Project based on information provided by the construction contractor and verified by Contractor, including utility relocations.

8. During the retention period, County shall be granted access to those documents upon reasonable notice. At any time during the period, County shall have the option of taking custody of the documents. Contractor shall consult with County before disposing of any documents maintained pursuant to this Section, including but not limited to documents as to which the three-year retention period has expired. In the event of termination of this Agreement for any reason, all documents required to be maintained pursuant to this Section shall be turned over to County within six months of such termination.

9. Freedom of Information Act.

a) In the event of any Freedom of Information Act ("FOIA") requests for documents or other information in Contractor's possession, Contractor shall make such documents or information available as directed by County. If the requested documents or information originated from Contractor or its Subcontractors or consultants, Contractor shall advise County whether Contractor believes any such documents should be exempt from disclosure. However, subject to the provisions below, the County shall have the right to determine if any documents must be disclosed under the FOIA.

b) The County recognizes that the Contractor may consider certain documents as confidential and proprietary and not subject to FOIA. If the Contractor refuses to disclose any documents related to Contractor's Services under the Program pursuant to a FOIA request and as requested by the County, the Contractor shall defend, hold harmless and indemnify the County from and for any legal proceeding brought against the County alleging any breach of the FOIA because of any documents the Contractor does not agree should be produced by the County pursuant to the FOIA.

G. No Gratuities or Kickbacks.

1. Contractors understand and accepts that the County prohibits its employees from using their official position for personal financial gain, or from

accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The PDT, and their respective employees, Subcontractors, and consultants shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the County.

2. Violation of this Subsection is reason for immediate termination for cause by the County as provided for herein.

H. Subcontractors.

1. The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections.. Notwithstanding this, the Contractor shall not be required by the County to contract with anyone to whom the Contractor has made reasonable and timely objection.

2. The Contractor shall provide the County a list of its Subcontractors and their respective anticipated portions of subcontracted Services with subcontract amounts. Should the Subcontractors change, the Contractor shall provide an updated list to the County.

3. The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Agreement. The Contractor shall employ and maintain only competent, qualified supervisory personnel for the performance of this Agreement.

4. Key supervisory personnel assigned by the Contractor to the Program are as follows:

- a) William W. Cram, Principal-In-Charge
- b) David Beaty, PE, Program Manager
- c) Sonny Timmerman, PE, Deputy Program Manager
- d) Dale Collier, CCM, Director of Procurement for the PDT
- e) Clem Watson, PE, Construction Engineering Manager

5. So long as the individual named above remain actively employed or retained by the Contractor or Subcontractors or Subconsultants, they shall perform the functions indicated next to their names unless the County otherwise agrees in writing.

6. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Section as though such individuals had been listed above.

7. Notices given to the persons listed above, or their successors, will constitute sufficient notice to bind the Contractor.

8. If at any time the County reasonably determines that any employee of the Contractor is not properly performing the Services in the best interest of the Project, is hindering the progress of the Services, or is otherwise objectionable, the County shall so notify the Contractor, which shall replace the employee as soon as possible at no increased cost to the County.

I. Successors and Assigns.

1. This Agreement shall be for the benefit of, and be binding upon, the respective successors and assigns, if any, of the County and the Contractor, except that unless expressly stated in this paragraph, nothing contained herein shall be construed to permit any attempted assignment or unauthorized assignment without the express written permission of the Parties.

2. Except as expressly may otherwise be stated, this Agreement or its provisions may not be assigned, sublet, or transferred without the written consent of the Parties.

3. The Contractor shall provide written notification to the County of any contemplated sale, transfer, or any other action that would result in a transfer of this Agreement in whole or in part to another company or entity, or that could eventually result in the transfer of any duties or requirements of this Agreement to another company or entity. This notification shall be received by the County not less than forty-five (45) Days prior to any action which would result in said transfer and shall describe, in detail, the actions contemplated by the Contractor.

4. In such case, the County reserves the right to enter into direct negotiations with the party to whom a Team member's ownership interest is being transferred for purposes of clarification or renegotiation of the terms and conditions of this Agreement.

5. The provisions of this Subsection apply to any member of the Team where a transfer of ownership of that Team member could result in the transfer of any duties or requirements assigned to that Team member by Contractor at the time of this Agreement to another entity or Team member.

J. Notices. The primary point of contact for the County shall be the Director of Transportation. All notices pertaining to this Agreement shall be in writing and shall be sufficient when sent registered or certified mail (or email if agreed to by the Parties) and addressed as follows:

For the County:

Richland County

Attention: Rob Perry, Director of Transportation
2020 Hampton St.
Columbia, SC, 29204

And

Larry Smith, Esquire
County Attorney
2020 Hampton St.
Columbia, SC, 29204

With a copy to:

Frannie Heizer, Esquire
McNair Law Firm, P.A.
P. O. Box 11390
Columbia, SC 29211

For the PDT:

M. B. KAHN CONSTRUCTION CO., INC.
Attention: William W. Cram
Vice President
101 Flintlake Road
Columbia, SC 29223

ICA Engineering, Inc.
Attention: David Beaty, PE
501 Huger Street
Columbia, SC 29201

Brownstone Construction Group, LLC
Attention: Dale L. Collier, P.E.
1310 Lady Street, Suite 204
Columbia, SC 29201

K. Severance/Survival. Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole, invalid, provided the general purposes and intent of this Agreement are not materially affected. Any terms which, by their nature, should survive the suspension, termination, or expiration hereof shall be deemed to so survive.

L. Entire Agreement/Construction. This Agreement constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral agreements between the Parties and their predecessors in interest regarding the subject matter of this Agreement. This Agreement may not be

changed, altered, amended, modified, or terminated orally, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto. The Parties acknowledge that each has participated fully in negotiations regarding the terms and conditions of this Agreement. Therefore, should any ambiguities or differences over interpretation arise, neither Party will be deemed to be the drafting Party against which any such ambiguity or difference should be construed.

M. Non-Waiver. Any waiver of any default by either Party to this Agreement shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

N. Ownership.

1. All materials of the County, including but not limited to the County's proprietary software and materials, the proprietary system software, all original data, spatial data, spatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to this Agreement shall belong to the County. The Contractor shall not sell, give, loan, or in any other way provide such to another person or organization, or otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Agreement, without the written consent of the Contracting Officer.

2. Any external requests to procure these data or materials must be forwarded to the County.

3. All equipment, materials, furniture, supplies, fixtures, vehicles, or other personal property (excluding office supplies) bought or purchased by the Contractor which were charged to the County as a Reimbursable Expense or which were used exclusively for the Program shall upon termination of the Agreement be titled to the County, and the Contractor shall take all such actions necessary to account for said items and assign ownership of them to the County.

O. Obligations Under Other Agreements.

1. The County shall have the right to perform or have performed similar or such other work as it may desire while the Contractor is performing Services required by this Agreement. The Contractor shall perform the Services in a manner that enables completion of other work performed by the County or on the County's behalf without hindrance or interference (or shall properly connect and coordinate the Services with the work of others when required).

2. Should the Contractor believe that its performance of the Services was interfered with, stopped, or otherwise disrupted by the acts or omissions of such other contractors, the Contractor shall notify the County immediately, and if the Contractor asserts that it has been harmed by such acts of another contractor,

Contractor shall make a Claim as provided in this Agreement. This does not apply to any work by a contractor on a Project.

P. Warranty.

1. Contractor represents that its staff and Subcontractors are knowledgeable about and experienced in performing the Services required under this Agreement and warrants that it will use its best skill and attention to provide the Services in a competent and timely manner. The Contractor further warrants that the Services will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Services the Contract Documents require or permit. Services, materials, or equipment not conforming to these requirements may be considered defective.

2. With respect to any Work performed directly by Contractor on any Project, Contractor warrants that it will perform such Work in accordance with the standards of care and diligence normally practiced by recognized firms in performing services and obligations of a similar nature. If, at any time within one year of Final Completion of a Project, Contractor's Work or Services with respect to such Project have failed to conform to the foregoing standards, Contractor shall re-perform such nonconforming Work or Service, within its original scope of services, at Contractor's sole cost and expense. If the Parties cannot agree as to whether such a failure has occurred, the matter shall be submitted for dispute resolution under this Agreement.

3. Contractor shall take all steps necessary to transfer to County any manufacturer's or other third-party's warranties of any materials or other services used in the construction of a Project.

4. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Services not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

Q. State and Local Taxes.

1. Except if otherwise provided, Agreement prices shall include all applicable state and local taxes. If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to S.C. Code Ann. §§ 12-8-540 and -550 for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the County receives an executed SCDOR Form 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease. The Contractor shall calculate that portion of the contract which is subject to the six percent (6.0%) South Carolina sales and/or use tax plus applicable County local sales tax, which amounts shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the Contractor.

2. Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon, or billed to the County as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement by Contractor.

R. Contractor Evaluation: Failure to meet performance standards. The Contract Management Officer for the County shall evaluate the Contractor's services performed on a semi-annual basis and shall provide the Contractor with a written copy of the evaluation with any suggestions for improvement. The evaluation criteria shall be:

1. Meeting Schedule Milestones (15%)
2. Quality of Service (20%)
3. Responsiveness (15%)
4. Subcontractor Utilization (15%)
5. Budget and Contract Modification Request (15%)
6. County satisfaction and community relations (20%)

The written evaluation shall include an overall performance score. The County shall use the following rating scale:

1. Consistently Exceeds Expectations - 5 points
2. Occasionally Exceeds Expectations - 4 points
3. Consistently Meets Expectations - 3 points
4. Occasionally Fails to Meet Expectations - 2 points
5. Consistently Fails to Meet Expectations - 1 point

A cumulative score below 250 indicates the Contractor shall take corrective action to improve. Corrective action may include but is not limited to removal and replacement of personnel or subcontractors on the PDT. If there are two consecutive periods with cumulative scores below 250, the Contractor shall provide in writing its improvement plan to the Contract Management Officer and implement corrective action immediately.

XVI. Exhibits.

A. Exhibit Numbers. The Parties agree that the Agreement shall include the following exhibits, which are incorporated herein by reference:

1. **Exhibit A** RFQ#RC-Q-2014--PDT, including Addendum #1 (Not attached but incorporated herein by reference thereto.)

2. **Exhibit A-1** Contractor's Response to RFQ#RC-Q-2014 (Not attached but incorporated herein by reference thereto.)
3. **Exhibit B** Scope of Services
4. **Exhibit C** List of Projects/Budgets
5. **Exhibit D** Subcontractor SLBE Certifications
6. **Exhibit E** Contractor's Personnel Rate Schedule
7. **Exhibit F** Contractor's Reimbursable Expense Schedule
8. **Exhibit G** Contractor's Right of Way Procurement Compensation Schedule
9. **Exhibit H** Cooperative Intergovernmental Agreement between Richland County, South Carolina and the South Carolina Department of Transportation for the Richland County Sales Tax Transportation Program, dated February 7, 2014 as referenced in the Scope of Services at Exhibit B.
10. **Exhibit I** Limited Notice to Proceed dated August 1, 2014. The County and Team member M.B. Kahn Construction Co., Inc. have entered into this Limited Notice to Proceed that has separate payment provisions than those provided for in this Agreement. It is the intent of the parties hereto that this Agreement shall supersede all non-payment related provisions of Exhibit I upon the Effective Date of this Agreement.
11. **Exhibit J** List of SLBE Subcontractors and SLBE Subcontract Amounts at the time of the Effective Date of the Agreement.

This Agreement and the exhibits above stated are the "Contract Documents."

B. Order of Precedence. This Agreement, including the exhibits listed above, are the Contract Documents and form the entire Agreement between the Parties, superseding all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the exhibits irreconcilably conflicts with another provision of the Agreement, the following rules of interpretation shall control:

1. As between this Agreement, the RFQ, and the Contractor's Response to the RFQ, this Agreement shall govern.
2. As between the RFQ and the Contractor's Response to the RFQ, the Contractor's response shall govern.
3. As between this Agreement and the plans or specifications, this Agreement shall govern.

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Agreement is entered into Under Seal as of the Effective Date of November 3, 2014.

WITNESS:

Ashley Armes

Rob Perry

RICHLAND COUNTY, SOUTH CAROLINA

By: Tony McDonald (L.S.)

Its: County Administrator

Date: 11/25/2014

Richland County Attorney's Office

Elizabeth M.C.

Approved As To LEGAL Form Only.

No Opinion Rendered As To Content.

CONTRACTOR:

RICHLAND PDT, A JOINT VENTURE

By: Its Members (As Joint Venturers)

WITNESS:

Cheryl Thompson

Martin Lari

M. B. KAHN CONSTRUCTION CO., INC
(As a Member of the Joint Venture)

By: William D. Carr (L.S.)

Its: EXEC. V.P.

Date: 11/14/2014

WITNESS:

Cheryl Thompson

Martin Lari

ICA ENGINEERING, INC:
(As a Member of the Joint Venture)

By: David Beatty (L.S.)

Its: Director of Program Management

Date: 11-14-14

WITNESS:

Cheryl Thompson

Martin Lari

BROWNSTONE CONSTRUCTION GROUP, LLC

(As a Member of the Joint Venture)

By: Dale Cellini (L.S.)

Its: President

Date: 11/14/2014

COLUMBIA 1182543v14

Exhibit B
To Program Management Agreement

Scope of Services

Approved October 28, 2014

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Introduction

1. Richland County has selected the Program Development Team of ICA/Brownstone/MB Kahn (collectively either the “**PDT**” or the “**Contractor**”) to assist the County in the oversight and management of the Richland County Sales Tax Transportation Program. The **PDT** will provide program development, oversight, technical assistance, and special expertise for the County in completing each of the projects included in the November 6, 2012 Local Option sales Tax referendum which includes the following categories:

❑ Total Roadway Projects:	Approved Budgets	\$656,020,644
❑ Total Bike/Pedestrian/Greenway Projects:	Approved Budgets	<u>\$80,888,356</u>
Total Approved Program Cost		\$736,909,000

See Exhibit C to the Agreement for a list of Projects and budgets. included in the Program. The parties recognize that Exhibit C may be modified in the Latest Approved CTIP from time to time.

2. The major components of Services to be provided include:

- ❑ **Program Development** (Program Management, Program Controls/Scheduling, Public Involvement)
- ❑ **Project Services including Pre-Planning, Administration, and Project Planning** (Traffic Studies, Surveys, 30% Preliminary Plan Development, Utility Relocation Coordination, Environmental/Permitting, safety monitoring. Note: level of services required may vary depending on project type and complexity)
- ❑ **Quality Assurance Reviews and Coordination of Each Project**
- ❑ **Right-of-Way Acquisition for Individual Projects**
- ❑ **Proposal Preparation and Procurement**
- ❑ **Construction Engineering and Inspection Services for Each Project**

Other services include a pavement management system for the paved roads that the County is responsible for, Mitigation Bank services, and some selected additional design services.

- ❑ The following deliverables will be provided by the **PDT** unless directed otherwise by the **County**:
30% Plans for up to 7 Widening Projects, 7 Intersections, Williams Street Extension, Shop Road Extension
- ❑ Sidewalk plan preparation for those sidewalks not requiring drainage design
- ❑ Bikeway design
- ❑ Pedestrian improvements to intersections
- ❑ Final design of the Southeast Richland Neighborhood Plan

- ❑ An Environmental Assessment, an Interchange Modification Report, and 30% Plans for the I-20/Broad River Road Interchange
- ❑ Plan reviews, procurement, project administration and construction services (CEI) for the Dirt Road Paving Program
- ❑ Right-of-Way acquisition services
- ❑ Design, procurement, and construction services for the Resurfacing Program
- ❑ QA/QC on plans/designs performed by others
- ❑ Safety procedure monitoring

The below iterated “Tasks” comprise the Scope of Work for the Contractor in the Program. To the extent that there is any ambiguity between Services that are part of Task I and Services that are part of any other Task, it is assumed that such Services are part of Task I. It is Contractor’s responsibility in this Scope of Work to properly delineate between Task I Services and Services arising under other Tasks.

Definitions in this Scope of Work where not otherwise expressly stated are provided for in the Agreement to which this document is Exhibit B.

Task I: Program Development

I-1 Program Management

- A. The **PDT** shall provide a Program Manager to be dedicated 100% to the CTIP. This Program Manager shall be responsible for management of all members of his or her entire team, and will be the direct liaison between the **County** and the **PDT**. The **PDT** shall provide the **Contract Management Officer** thirty (30) days’ notice in writing should there be an anticipated change in Program Manager. The **Contract Management Officer** has the right of refusal of the proposed replacement for the Program Manager position.
- B. The **PDT** shall develop and maintain a CTIP. The CTIP shall include: overall program funding, cash flow modeling, routine project cost estimating, projects ranking per category, projects per district, alternate funding sources, and project schedules. The first task in establishing the CTIP shall be to scope each individual project and update all project cost estimates in conjunction with **County** staff. Once this task is completed a draft CTIP will be routed through the **County** for review with three (3) iterations anticipated. Once the format and rankings are approved by the **County** the CTIP shall be posted to the program website and updated monthly by the **PDT** at the direction of the **County**. Members of the County IT, GIS, Transportation, Finance, Planning, Procurement, Public Works, and legal staff shall be consulted regarding format and content while the website is being developed. The **PDT** should anticipate a minimum of four (4) meetings with **County** staff in the development of the website. The **PDT** shall also include in this contract upgrades to the website in future years. The website shall be turned over to the **County** for management at the conclusion of this Agreement, regardless of the cause of conclusion (expiration, non-renewal, or termination).
- C. Once project cost estimates are completed the **PDT** shall make a recommendation to the **County** whether individual projects should pursue federal funding. If pursued, these individual projects

shall be developed to federal standards to ensure funding eligibility.

- D. Once the CTIP is approved the **PDT** will develop and maintain an executive level project and program status reporting system with remote access for the **PDT** and the **County**. This program shall be tablet compatible. Members of the **County** IT, GIS, Transportation, Finance, Planning, Procurement, Public Works, and legal staff shall be consulted regarding format and content while the program status reporting system is being developed. The **PDT** should anticipate a minimum of four (4) meetings with **County** staff in the development of the reporting system. The **PDT** should also include in this contract upgrades and management to this reporting system over the duration of this Agreement.
- E. In conjunction with the CTIP approval, the **PDT** shall develop a master schedule for design, right-of-way acquisition and construction for all projects with milestone dates for submittals and reviews.
- F. The **PDT** shall include within the CTIP a master financial plan to include expenditures, projected revenues, and bonding as well as other sources of funding applied to the overall Program. This should be used to assist in determining the best schedule to complete projects effectively. The plan shall be updated monthly to reflect changes in project cost estimates, projected revenues and expenditures. This financial information shall be loaded into the CTIP and be included in the final, developed reporting system. The **PDT** shall also make a recommendation to the **County** for future bonding to complete the Program in a timely manner.
- G. The **PDT** shall provide a proper level of staffing for the Program activities. Staffing levels may fluctuate with project activity but the **PDT** shall maintain a base level of staff in the **PDT** office to accommodate all phases of the program. Any fluctuation in staffing shall be approved by the County. Staff may be offsite or provided by sub consultants. The **County** shall approve or disapprove of any future consultants not contained in the **RFQ** submission. The **PDT** shall provide additional staff as necessary to provide for an orderly flow of the work.
- H. The County understands that the **PDT** may not track personnel costs on an hourly basis, However, the **PDT** shall provide on a quarterly basis a report providing its best, good faith estimate of the total hours dedicated exclusively by the **PDT** to the Program for the prior month within a ten (10%) percent +/- accuracy.
- I. The staffing positions agreed to between the County and the **PDT** are:

POSITION	POSITION
Principal	Web Designer
Program Manager	Construction Manager
Deputy Program Manager	Program Controls
Program Administrator	Scheduler
Project Manager	Senior Estimator
Project Manager	Estimator

Assistant Project Manager	Accountant Manager
Assistant Project Manager	Accountant
Assistant Project Manager	Procurement Manager
Assistant Project Manager	Assistant Procurement Manager
Public Information Director	Office Manager
Assistant Public Information Director	Secretary
Outreach Manager	Project Utility manager
Outreach Strategist	ROW Manager
Senior Traffic Engineer	

I-2 Project Controls and Scheduling

- A. The **PDT** shall develop a system to organize and maintain all project related files. This includes a system for file transfers that may include, but is not limited to a program ftp site, ProjectWise, or similar approved program. This data shall be accessible remotely and shall become the property of the **County** at the completion of the Contract.
- B. The **PDT** shall participate in regularly scheduled progress meetings with **County** Management, County Council, Transportation Advisory Committee (TPAC), Ad Hoc Transportation Committee, Ad Hoc Dirt Road Committee, SCDOT, municipalities, local and regional transportation committees, and the general public as necessary. The **PDT** shall be tasked with preparation of agendas, any presentation materials and follow-up meeting minutes as required. The **PDT's** Program Manager shall attend meetings as deemed appropriate by the **County**. The Program Manager shall also attend such additional meetings as directed by the **County**. The **PDT** can anticipate the following meetings monthly: TPAC, Ad Hoc Transportation Committee, Ad Hoc Dirt Road Committee, and SCDOT coordination meeting. The **PDT** shall also be available on an on-call status to attend County Council Meetings.
- C. The **PDT** shall investigate other sources of funding for the planned projects. These other sources of funding may include, but are not limited to: TIGER Grants, TAP funds, **SCDOT** Match funds, etc. The **PDT** shall budget to produce one TIGER, one State Infrastructure Bank and one TAP Grant yearly. The **PDT** shall also budget production of **SCDOT** Match Program applications bi-yearly. Project budgets may be increased through these additional funds.
- D. The **PDT** shall coordinate with other government entities (OGE's), including coordination with the Central Midlands Regional Transit Authority. Activities may include submittals required during project phasing, listing each subject project with regulatory agencies involved, and similar actions. For the purposes of this contract the **PDT** shall anticipate quarterly meetings with OGE's.
- E. The **PDT** shall establish standard specifications for enhancement items County wide in an effort to establish continuity. At a minimum this shall include, but is not limited to lighting, ADA detectable warning ramps, cross-walks, receptacles, and bike racks.

- F. The **PDT** shall implement an internship program for local college students to provide training about the CTIP. This internship program shall rotate participants through all aspects of the **PDT** contract as well as the **OET's**. The **PDT** shall employ an average of four (4) interns per semester to include summers.

I-3 Public Information and Involvement

The PDT shall develop and implement of a comprehensive Public Information and Involvement Plan. The entire public involvement outreach process must be well documented and will utilize innovative ways and traditional tactics to educate, engage, and inform the public and stakeholders. The Public Information and Involvement Plan will continue throughout the duration of this Agreement unless directed otherwise by the County. The County's Public Information Office shall approve news releases, fliers, fact sheets, graphics, videos, or other collateral materials prior to release to media sources or the general public. The PDT shall allot three (3) business days for review of materials by County Public Information Office with the exception being a breaking news event, in which case the PDT will notify the County that a response is needed by a certain time and the County shall respond accordingly. The PDT shall videotape project public hearings, annual state of the program addresses, footage of projects under construction, and any program related press conferences. Copies of all video shall be provided to the County Public Information Office.

A. Management

1. Develop a Public Information Plan for communicating the program to the public and stakeholders, providing timely information on program issues, fostering public participation, and encouraging public input.
2. Develop a Crisis Communication Plan that will be used in the case of an emergency.
3. Develop an Internal Communication Plan for this program.
4. Provide monthly program reports.
5. Coordinate and respond to Public Inquiries and Public Records Requests.
6. Coordinate with The Comet and their use of the transportation penny funds.
7. Coordinate with Richland County Clerk of Council office and the County's Ombudsmen office to address questions and/or comments from the general public.
8. Coordinate with Richland County Public Information office on all public relations activities.

B. Public Relations

1. Utilize multiple forms of print and electronic media to inform the public.
2. Develop and maintain comprehensive mailing and contact lists for use in distributing project materials and informing stakeholders.
3. Prepare a monthly contribution regarding the penny program for use in the County's newsletters.
4. Develop and maintain website for the CTIP.
5. Develop and implement display sign program for announcement of project-area public meetings.
6. Provide and maintain a dedicated contact (toll-free) phone with a message machine for public constituents.
7. Produce short, high-impact videos when requested by the County.
8. Coordinate, manage and oversee ribbon cuttings and any other events.
9. Develop, implement, and manage an information center within the program team office location.
10. Maintain a database of media personnel for use to distribute press releases, breaking news and

program highlights.

C. Community Relations

1. Develop plan for community meetings.
2. Moderate meetings and, as necessary, provide written responses to comments received.
3. Coordinate with Richland County staff in presenting information to community, civic and special interest groups.
4. Develop and implement communication plan for residents and businesses in project areas to include discussion of construction activities; gathering comments; and addressing concerns.
5. Conduct networking meetings with Prime Contractors and DBE/Local contractors.

D. Media Relations

1. Utilize partnerships with media outlets, including the County's government access channel.
2. Maintain positive relationships with media outlets to ensure accurate messaging and publicity of the program.

E. Coordination of Public Meetings and Public Hearings

1. Develop a Public Involvement Plan that will:
 - a. Inform the public about all aspects of the program and where they can turn for answers,
 - b. Educate the public about specific projects and how they will impact them.
2. Coordinate with County staff and other agencies as needed to schedule and plan public meetings, public hearings, groundbreaking ceremonies, and other events and meetings as requested by County.
3. Identify stakeholders for public meetings and public hearings.
4. Meet with members of County Council to provide updates on public meetings and public hearings and receive input on which stakeholders to invite, which venues to use and the role of the councilmember on each agenda.
5. Advertise/publicize public meetings and public hearings a minimum of 15 days prior to meeting.
6. Coordinate participation of required speakers for public meetings and hearings.
7. Conduct public meetings and public hearings.
8. Record public meetings and public hearings upon request of the County.
9. Prepare reports from public meetings and public hearings.
10. Develop written responses to comments from public meetings and public hearings.

F. Stakeholder Meetings

1. Develop and coordinate a Core Stakeholder Working Group consisting of PDT, Richland County Government, Greater Columbia Chamber of Commerce, Citizens for a Greater Midlands, Transportation Penny Advisory Committee, SCDOT, the City of Columbia, and other key stakeholders.
2. Provide presentations to members of Core stakeholder Working Group.

Task II: Pre-Project Planning for Each Project

II-1 Traffic Studies

- A. The **PDT** shall be tasked with preliminary and final traffic studies for up to seven (7) widening projects, seven (7) intersection improvements, one (1) interchange project and two (2) special projects. The traffic study for the interchange project shall consist of an Interchange Modification Report. These traffic studies shall include the following:
1. The **PDT** will perform a traffic study for individual project areas. The results of this analysis will determine the appropriate extent of improvements needed to configure projects for existing and future traffic use. The traffic study will be used to aid in the signalization design, pavement marking design, and work zone traffic control. In addition, an analysis of traffic impacts and impacts on user costs could assist in determining the desired construction schedule and/or method. This analysis will be performed using appropriate simulation software such as SimTraffic, CORSIM or VISSIM along with Quick Zone.
 2. **PDT** may utilize, if available, copies of **SCDOT** existing traffic counts in the vicinity of the project(s). However, **PDT** is responsible to perform all traffic counts necessary to perform a complete analysis.
- B. The **PDT** shall be responsible for aerial photography and field surveys for up to seven (7) widening projects, seven (7) intersection improvements, one (1) interchange project and two (2) special projects. The **County** shall decide whether aerial surveys or field surveys will be utilized on a project by project basis.

II-2 Aerial Surveys:

- A. Where Aerial Mapping is directed, the **PDT** will perform aerial mapping to the contour accuracy of 0.5 feet (1-foot contour interval). The aerial mapping will be prepared for use in plans developed to a horizontal scale of 1"=20'.
1. The **PDT** shall set photo panels or select photo ID points for use in preparing the aerial mapping.
 2. Field annotation of aerial topography and supplemental topographic surveys may be performed by the **PDT**.
 3. Aerial photography and mapping will be performed in order to obtain the following:
 - ▣ Color aerial photography at the site suitable for producing the required DTM mapping data.
 - ▣ 1"=50' mapping scale in Microstation format
 - ▣ Planimetric data collected in SCDOT Standard Symbology format.
 - ▣ A 3D TTM file consisting of spot elevation points and breaklines in Microstation format.
 - ▣ Color digital orthophotography of the site at 0.25' pixel resolution.

4. Aerial Mapping Assumptions: The aerial mapping corridor and number of photo panel points shall be agreed upon between the **County** and **PDT** on a project by project basis.

II-3 Field Surveys:

A. The **PDT** will perform Field Surveys as outlined below to determine accurate elevations and locations of existing facilities, e.g., roadways, bridges, and culverts, for design purposes. All surveys shall conform to the SCDOT "Preconstruction Survey Manual" dated August 2003 (or latest edition).

1. The **PDT** will establish a control baseline along each assigned project consisting of horizontal and vertical data (x,y,z) and tie to the SC State Plane coordinate system to be as a basis for all surveys required on the projects (NAD 83 2007 Horizontal Datum and NAVD 88 vertical datum). Baseline control points shall consist on #5 rebar.
2. The **PDT** will perform plat and deed research of all parcels affected by projects. The plats and deeds will be used to create property strip maps and/or a project property file. The latest plans (dockets) will be obtained to verify existing right of way and to aid in establishing right of way relative to mapping. Existing pavement and roadway centerline will be surveyed to establish topographic data on the pavement and centerline of the existing roadway will be used to create a best-fit alignment relative to the SCDOT docket plans and to aid in establishing the existing right of way according to the latest SCDOT plans for the project.
3. The **PDT** will field locate and survey detectable property monuments for the impacted parcels. The monuments that are found will be tied into the survey and mapping horizontal control. A property file will be created utilizing found property monuments and record deeds and plats. The detailed survey will gather all information within the project limits necessary for design of the project. Classification of planimetric features will be obtained and included in the project mapping.
4. The **PDT** will perform surveys of existing drainage outfalls within the project area. Drainage outfalls data will be performed approximately 500 linear feet outside the project limits where the outfall runs approximately perpendicular to the roadway or project. Drainage outfalls surveys running adjacent to and within the project limits will be performed to the outfall termination.
5. The **PDT** will perform surveys of existing storm drainage structures and any sanitary sewer manholes within the project area.
6. The **PDT** will perform profiles of the existing ground and river bed at the center, upstream face and downstream face of any existing bridges impacted by projects. Cross section data 500 feet upstream and downstream of the existing bridge is not required. Lake topographic data will require the services of a firm with special equipment such as sonar or bathymetry equipment to obtain the needed topographic data on the lake bottom because of depth. In addition to the required profiles at the bridge, topographic data will be required 250 feet left and right of the roadway centerline.
7. The **PDT** will process acquired survey data and prepare base mapping to include breaklines

that reflect field conditions. Each point of the processed survey will include Point ID, Description, and Elevation. Complete mapping and linework will be included displaying all planimetric information. The final product of the survey will consist of a set of base sheets of the project area at a scale of one-inch equals 50 feet.

8. The **PDT** will stake out the proposed centerline alignment at 100' intervals using wooden stakes and nails. The **PDT** will also stake and reference all primary points of control (i.e. PCs, PT, etc) for the proposed centerline with a #5 rebar and plastic cap.
9. The **PDT** will field survey any wetland boundaries within project limits and prepare a wetlands map for submittal purposes.
10. The **PDT** will set and establish horizontal location and elevation for a temporary benchmarks (TBM) along the proposed roadway alignments at approximately 800 to 1000 foot intervals, set approximately 100 feet from the proposed.
11. The **PDT** will maintain appropriate signage for traffic control purposes at all times when working within or near the existing traffic areas. A work zone will be established each day relative to the area of surveys being performed near the roadway consisting of a BEGIN SURVEY sign at the beginning of the work zone, A WORK ZONE next X miles at the approximate center of the work zone and an END SURVEY sign at the end of the work zone.

II-4 Pavement Design

- A. The **PDT** shall conduct any necessary geotechnical investigations necessary to produce pavement designs for individual projects to include resurfacing, Neighborhood Improvements, Greenways, widenings, intersections, and new location projects. Scope of geotechnical services to be provided is limited to that necessary to accomplish pavement designs only. No other geotechnical services are included.

II-5 Design Criteria

- A. The **PDT** shall develop design criteria for all major projects prior to assignment to On-Call Engineering Teams. Major projects defined as: Special Projects, Widening Projects, Intersection Improvement Projects. The **PDT** shall scope design criteria for up to seven (7) widening projects, seven (7) intersection improvements, one (1) interchange project and two (2) special projects. Design criteria shall be developed by the **PDT** and presented to the **County** for approval by both the **County** and **SCDOT** for projects located on their network of roads.

II-6 Project Concept Report

- A. The **PDT** shall develop a project concept report for major projects which are defined as: Special Projects, Widening Projects, Intersection Improvement Projects. The **PDT** shall scope these reports for up to seven (7) widening projects, seven (7) intersection improvements, one (1) interchange project and two (2) special projects. These reports shall include: project schedule, current project cost estimate, approved design criteria, typical sections, project layout based on

mapping, existing conditions and proposed alignment, and any proposed enhancement items.

II-7 30% Preliminary Plan Development

Once design criteria and concept is approved, the **PDT** shall be tasked with production of 30% plan development for major projects where Preliminary Engineering is initiated within the contract limits between the **County** and the **PDT**. The **PDT** shall scope 30% plan development for up to seven (7) widening projects, seven (7) intersection improvements, one (1) interchange project and two (2) special projects. These 30% plans shall be presented to the **County** for approval by both the **County** and **SCDOT** for projects located on their network of roads. (Should the **County** request that the **PDT** scope more projects than the number of projects stated above, and the **PDT** agree to those additional projects, the cost to the **County** for the **PDT**'s Services for such additional projects may be, if mutually agreed to by the **County** and the **PDT**, the same percentage charge of Final Project Cost as provided for in the Agreement, unless the Budget Project Cost of such project exceeds the largest initial Budget Project Cost by 25%, in which case the **County** and the **PDT** will agree to an equitable adjustment in cost for the Services for that project.) Once approval is gained, design criteria, concept, and 30% preliminary plans shall be used as the basis for plan development by the assigned On-Call Engineering Team. If there is a dispute between the **County** and the **PDT** with regard to what degree of plan development is thirty (30%), the **PDT** shall proceed with the plan development as directed by the **County** by a Construction Change Directive and the **PDT** may make a Claim for any plan development it believes is more than 30%.

II-8 Preliminary Bridge Plans

These services would be performed if the **PDT** is asked to develop plans beyond 30% stage. Any additional compensation required will be negotiated on a project by project basis, but if the Parties cannot agree then the procedure at II-7 above may be invoked by the **County**.

A. Based on the approved bridge type by the **County**, and **SCDOT**, the **PDT** will develop preliminary bridge plans when necessary within the scope of individual projects. The **PDT** will provide the **County** the following for the structure:

1. Design Basis Statement
2. The **PDT** will conform to the following **SCDOT** and **FHWA** design standards in preparation of the bridge plans.
 - The **SCDOT** Bridge Design Manual, current edition
 - **SCDOT** Bridge Design Memoranda to Team Leaders and **PDTs**, issued after April, 2006;
 - **AASHTO** LRFD Bridge Design Specifications, 4th Edition (2007) with 2009 Interim Revisions or latest versions;
 - **SCDOT** Bridge Drawings and Details, latest versions;
 - Road Standard Drawings and Details, latest versions;
 - 2008 **SCDOT** Geotechnical Design Manual, with latest interims;
 - 2008 **SCDOT** Seismic Design Specifications for Highway Bridges, with latest interims;
 - **SCDOT** Standard Specifications for Highway Construction, 2007 edition;
 - **ANSI/AASHTO/AWS** D1.5 Bridge Welding Code, the latest edition.

B. The preliminary plans will be prepared in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions and clearances. The preliminary plans will include title sheet, bridge plan and profile, proposed boring locations, roadway and bridge typical sections, types of superstructure and substructure, and pertinent road plan and profile sheets. Preliminary plans will also include recommended methods of handling traffic during construction. The Preliminary Bridge Plans will be approved by the **County** prior to beginning Final Bridge Plans. Preliminary Bridge Plans shall meet requirements of **SCDOT** Bridge Design Manual.

II-9 Preliminary Road Design

- A. When directed, the **PDT** will prepare conceptual roadway alignments.
- B. Upon approval by the **County** of the preferred conceptual roadway alignment, the **PDT** shall develop preliminary roadway plans. Preliminary plans shall be considered approximately thirty (30%) percent complete of total plans. Preliminary designs relating to the following activities will be developed:
1. The **PDT** will prepare preliminary plans based on the preferred conceptual alignment that is selected. The preferred conceptual alignment will be approved by the **County** prior to beginning preliminary plans.
 2. The **PDT** will establish the roadway alignment and profile in sufficient detail and in the appropriate format, in order to clearly illustrate significant design features of the project.
 3. The preliminary plans shall contain sufficient details of pertinent physical features to illustrate the design that will include:
 - Typical sections;
 - Geometric control (vertical and horizontal);
 - Reference points;
 - Horizontal and vertical alignments;
 - Detail plan layout;
 - Review of sight distance considerations;
 - Non-standard major driveway grades and tie-ins;
 - Review of guardrail warrants and slope adjustments;
 - Limits of existing right-of-way, easements and adjacent properties;
 - Development of a preliminary storm drainage plan and type, size, invert elevation and location of major storm drainage features including outfall ditches, detention, sediment basins and roadway ditches;
 - Type, size, and location of existing major utility facilities;
 - Preliminary cross-sections at 100 feet interval on tangents and 50 feet intervals on curves;
 - Construction limits;
 - Property lines, property parcel number, and ownership;
 - Proposed right-of-way and easements
 - Location and anticipated type of any necessary culverts, retaining walls, and other

miscellaneous roadway structures

For widening projects, special projects, and the interchange project, it is assumed that the PDT will provide survey control for mapping, mapping services, and use available County GIS data for property information.

For intersection projects, it is assumed that the PDT will provide complete field surveys and use available County GIS data for property information.

4. Design standards will be in compliance with AASHTO's A Policy on Geometric Design of Highways and Streets, (2001), or latest edition; SCDOT Standard Drawings – Latest Edition; SCDOT Standard Specifications for Highway Construction 2007 Edition; Roadway and Bridge Design Standard as published by the SCDOT; SCDOT's Road Design Reference Material for PDTs Prepared Plans, dated October 17, 2005; SCDOT's Plan Preparation Guide, latest edition; SCDOT Instruction Bulletins; SCDOT Engineering Directive Memo (EDM) #PC-27 and others as appropriate; and SCDOT Highway Design Manual, latest edition.
5. All plans will be prepared using the latest versions of MicroStation and GeoPak.
6. A constructability review shall be performed between the **County** construction representatives and appropriate **PDT** members. The PDT shall conduct constructability reviews for up to seven (7) widening projects, seven (7) intersection improvements, one (1) interchange project and two (2) special projects. Other projects may also require these reviews and shall be agreed upon between the **County** and the **PDT**. If projects are added to the CTIP and additional compensation is required it will be negotiated on a project by project basis.

II-10 Design-Build Projects

- A. The **PDT** shall be tasked with developing Requests for Qualifications (RFQ's) and Requests for Proposals (RFP's) on behalf of the **County** for some projects. The **PDT** shall complete production of both an RFQ and RFP for the seven (7) intersections within the first 120 days of the contract unless otherwise agreed to by **PDT** and **County**. The Design-Builder's documents shall include plan development sufficient to bid the projects and acquire any necessary permits or approved environmental documents.
- B. For projects located on the **SCDOT** network of roads, the **PDT** shall include RFQ and RFP document reviews and approvals from **SCDOT** when developing project schedules. The **PDT** will utilize any **SCDOT** Design-Build templates with any modifications directed and approved by the **County** and best practices while developing these projects.

II-11 Utility Coordination Services

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

- B. These services shall be performed by individuals skilled and experienced in utility coordination services. The **PDT** shall scope Utility Coordination Services for up to seven (7) widening projects, six (7) intersection improvements, one (1) interchange project and two (2) special projects. The **PDT** shall also coordinate any Utility Coordination Services for bicycle/pedestrian, neighborhood improvements, resurfacing, dirt road paving, and greenway projects.
- C. The **PDT** shall work with **OET**'s to ensure projects are designed to avoid conflicts with utilities where possible, and minimize impacts where conflicts cannot be avoided. This may include, but is not limited to, utilizing all available utility data, whether obtained from SUE services, as-builts, or provided by the **County** or **SCDOT** or some other source. The **PDT** in consultation with the **OET**'s will be expected to determine utility conflict points, including all work to properly analyze each conflict point, and make recommendations for resolution of the conflict where possible. The **County** may request a Utility Conflict Analysis and Remediation Spreadsheet from the **PDT** as a deliverable.
- D. The **PDT** shall initiate early coordination with utility companies that are located within the project limits. Coordination shall include, but shall not be limited to, contacting each utility company to advise the company of the proposed project, providing preliminary plans to the utility company, obtaining copies of as-built plans for the existing utility facilities (if available), and determining the companies' requirements for the relocation of their facilities.
- E. The **PDT** shall transmit to the utility companies design plans as soon as the plans have reached a level of completeness adequate to allow the companies to fully understand the project impacts. These plans shall contain available data that may be helpful to the utility in assessing the utility impact (stations and offsets, and etc.). The utility company may use design plans for preparing Relocation Sketches. If a party other than the utility company or its agent prepares Relocation Sketches, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Sketches as shown.
- F. The **PDT** shall coordinate and conduct a preliminary review meeting with the utility companies to assess and explain the impact of the Project to the companies. The **County** Project Manager, and Construction Engineer shall be included in this meeting.
- G. The **PDT** shall research the prior rights of each utility company's facilities. If there is a dispute over prior rights with a utility, the **PDT** shall be responsible for making a recommendation to the **County** regarding resolution of the dispute. The **PDT** shall meet with the **County** to present the prior rights information gathered. This information must be sufficient for the **County** to certify the extent of the utility company's prior rights. The **County** shall have final approval authority as to the **PDT**'s determination of whether the utility company has prior rights.
- H. The **PDT** shall prepare and submit to the **County** a Preliminary Utility Report that includes a listing of utility companies located within the project limits and a preliminary recommendation as to the extent of each company's prior rights. This report shall also include a preliminary assessment of the impact to each company as can best be determined at the time, as well as a

determination of the feasibility of early utility relocations that may begin prior to the start of construction.

- I. The **PDT** shall be responsible for collecting the following from each utility company that is located within the project limits: Relocation Sketches including letter of "no cost" where the company does not have a prior right; Utility Agreements including cost estimate and relocation plans where the company has a prior right; and Letters of "no conflict" where the company's facilities will not be impacted by the Project.
- J. The **PDT** shall review Relocation Sketches and Utility Agreements to ensure that relocations comply with **SCDOT's** "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. The **PDT** shall also ensure that there are no conflicts with the proposed highway improvements, and ensure that there are no conflicts between each of the utility company's relocation plans.
- K. The **PDT** shall prepare and submit to the **County** a Final Utility Report no later than 90 days prior to the letting date (120 days if 60-day advertisement) that includes a listing of the utilities located within the Project limits, an explanation of the Project impacts to each of the utilities, prior rights supporting documentation, and a description of each utilities' relocation plans. As part of the report, the **PDT** shall assemble and submit to the **County** all Relocation Sketches, Utility Agreements, and Letters of "no conflict", as set forth in "I" above, for the Project. The **PDT** is expected to assemble the information included in the Utility Agreements and Relocation Sketches in a final and complete form and in such a manner that the **County** may approve the submittals with minimal review. Each Utility Agreement and Relocation Sketch submitted must be accompanied by a certification from the **PDT** stating that the proposed relocation will not conflict with the proposed highway improvement and will not conflict with another utility company's relocation plan. The report shall also contain the **PDT's** recommendation for approval of the Utility Agreements and Relocation Sketches and the **PDT's** recommendation that, from a utilities standpoint, the Project is ready to be let to contract.
- L. The **PDT** shall, in consultation with the Engineer of Record and contractor, prepare and maintain a compilation of utility relocation plans on one set of the project plans. These plans (Utility Relocation sheets) will be used during the project development, and the final set may be included in the bid documentation for information only and will reference the actual relocation plans prepared by the utility.
- M. The **PDT** will attend a utility kickoff meeting for each project as appropriate once the **County** provides approval for utility relocations.
- N. The utility companies shall not begin their relocation work until authorized in writing by the **County**. Utility relocation work may be bid as part of the construction documents to facilitate efficient project delivery taking care to adequately determine cost for respective utilities.
- O. The **PDT** will attend up to seven (7) utility coordination meetings to be available for questions. The **PDT** shall include these meetings for utility coordination for up to seven (7) widening

projects, six (7) intersection improvements, one (1) interchange project and two (2) special projects. Other projects may also require these meetings and shall be agreed upon between the **County** and the **PDT**. If the County and the **PDT** do not agree, then the **County** may issue a Construction Change Directive for Additional Services to the **PDT** for such meetings.

- P. The **PDT** will provide support (i.e. phone calls and emails) for utility coordination throughout construction. The **PDT** will provide day-to-day utility coordination on the project during construction.

II-12 Environmental Studies & Permitting

The **PDT** will be responsible for the required environmental services to ensure the program is in compliance with the numerous environmental regulations, including but not limited to the National Environmental Policy Act (NEPA) and Section 404 of the Clean Water Act. These services will be performed throughout project development and be consistent with current policies, procedures, and guidelines. The following services are anticipated to be required:

- ❑ Wetland Delineation/Jurisdictional Determinations
- ❑ NEPA Documentation
- ❑ Section 404 Permitting
- ❑ Environmental Compliance
- ❑ Mitigation/Land Management

II-13 WETLAND DELINEATION/JURISDICTIONAL DETERMINATION

The **PDT** will perform wetland delineations and acquire the appropriate jurisdictional determinations from the U.S. Army Corps of Engineers for all projects. These services will be completed during the “Pre-Project Planning” phase for each project. If the associated project area does not include any potential wetland or other waters of the U.S. (WOUS), the **PDT** will acquire a “No Wetlands Present” verification from the USACE. The following are the individual tasks associated with these services:

- A. The **PDT** shall provide an assessment and documentation of site conditions as to the presence and/or absence of wetland areas. This documentation will include a description of the project area and natural communities present; applicable mapping, including National Wetland Inventory (NWI) mapping, soils survey, USGS topographical mapping, aerial mapping, etc.; description of any jurisdictional waters; photo documentation; and appropriate wetland exhibits consistent with the USACE guidelines for a request for a jurisdictional determination.
- B. The **PDT** will conduct thorough site investigations and perform Jurisdictional Delineations utilizing the three-parameter approach (hydric soils, hydrophytic vegetation and wetland hydrology) set forth in the 1987 USACOE Wetland Delineation Manual along with the *Regional*

Supplements to the Corps of Engineers Wetland Delineation Manual.

- C. Identification and marking of any upland/WOUS boundaries with sequentially numbered flags. Additionally, using sub-meter GPS or survey data. The digital delineated wetland boundaries will be incorporated into the figures and exhibits describe in item B above.
- D. Following the delineation of the upland/wetland boundaries, the **PDT** shall submit a request to the Charleston District Army Corps of Engineers for either a preliminary jurisdictional determination or an approved-approximate jurisdictional determination. If no wetlands or other waters of the U.S. are identified, the PDT will request a “No Wetlands Present” letter from the USACE.
- E. Agency coordination and subsequent site visits will be performed as required. The jurisdictional determination packages will be prepared according to current SCDOT guidelines and consistent with all USACE requirements.
- F. A determination of the anticipated permits will be documented on a permit determination form at this time, and incorporated into the overall project tracking system.

II-14 NEPA DOCUMENTATION

The **PDT** shall be responsible for NEPA compliance in accordance with 23 CFR Parts 771 and 772, as well as any related, current/latest guidance promulgated by Federal Highway Administration (FHWA), as of the date of executed contract. It is anticipated that these services will include the preparation of an Environmental Assessment for **four (4)** widening projects and **one (1)** interchange project. These documents will be prepared according to current SCDOT and FHWA policies and guidelines at the time of contract approval. If more than the above stated numbers of Environmental Assessments are required, then the **County** and the **PDT** shall agree on scope and compensation for such additional Services. If the **County** and the **PDT** do not agree, then the **County** may issue a Construction Change Directive for Additional Services to the **PDT** for such meetings.

- A. A letter of intent will be prepared and sent to the affected agencies after receipt of notice to proceed. This will initiate coordination with resource and regulatory agencies that will continue throughout the project. As part of the agency coordination, a project will be presented at Agency Coordination Team meetings (4 meetings maximum).
- B. The **County**, in coordination with the **PDT**, **SCDOT** and FHWA, will determine appropriate level of documentation for the project. The **County** will be afforded the opportunity to review and approve any correspondence, contact or communication with the FHWA, State and Federal

agencies, and regulatory agencies in advance. As necessary, the **PDT** shall schedule an onsite meeting with the USACOE, SCDHEC, SCDNR, and USFW to review the proposed project, discuss any particular regulatory concerns, and establish a timetable for acquisition of the permit. The **PDT** shall make determination of the aquatic significance of the stream, and confirm these findings with resource and regulatory agency personnel.

C. The environmental documentation shall address the following:

1. Purpose and Need - **PDT** will outline background that led to initiation of proposed action. A description of the need for the action, along with specific components (i.e. goals, objectives, benefits to be gained by the public, etc) will be included.
2. Existing Facility - **PDT** will prepare description of existing roadway characteristics, safety conditions, Level of Service (LOS), etc.
3. Proposed Facility - **PDT** will prepare description of proposed the roadway facility/improvements, anticipated LOS, etc.
4. Alternatives - **PDT** will complete an alternatives analysis, including a discussion of all alternatives considered and a detailed discussion of reasonable alternatives considered and basis of elimination. Throughout the project development process, from preliminary design through the development of right-of-way plans, the **PDT** shall record of any decisions regarding alternatives, and the **PDT** shall provide such records to the **PDT** Environmental Section at the time that the environmental document is submitted for their review and approval. For Environmental Assessments, an alternatives matrix should be prepared. If applicable, the **PDT** shall include an alternatives analysis regarding the anticipated impacts to natural systems, including documentation of efforts to minimize or avoid impacts to waters of the U.S., as well as a color graphic(s) indicating the anticipated impacts to waters of the U.S. in relation to the surrounding special aquatic sites including wetlands, drainage systems/features and open waters (e.g., a digital ortho-quad, with an NWI map, and County soil survey maps, and the delineated waters of the U.S. superimposed) and Section 404 (Clean Water Act) drawings as an appendix.
5. Impact Assessment Form - The **PDT** shall also include a completed **SCDOT** Impact Assessment Form as an appendix to the document. The **PDT** shall fill out the entire **SCDOT** Impact Assessment Form when preparing any NEPA document.

6. Natural Resources / Endangered Species Survey - **PDT** will perform a natural resources investigation, which will describe the project area, including vegetation, wildlife, wetlands/waters of the U.S., water quality, protected species habitat evaluation, soils, topography and anticipated impacts to each resource. Three hard copies of the technical memo will be provided to the **County**. In addition, a separate biological assessment (BA) report will also be prepared and provided to **SCDOT** for coordination with USFWS. If an informal consultation with the U.S. Fish and Wildlife Service (USFWS) is required, then the **PDT** shall also be responsible for performing this part of the project development process on behalf of the **County**. Any concessions in either the scope of work, construction activities, or mitigation measures will require prior **County** approval. Also any correspondence or communication with USFWS must receive prior approval by the **County**.
7. Wetlands / Water Quality - **PDT** shall quantify the anticipated impacts to waters of the U.S., and provide a qualitative discussion regarding the types of streams, wetlands, and other waters of the U.S. being impacted in the context of the adjacent and surrounding waters of the U.S. The findings and documentation from the jurisdictional determination services will be utilized and incorporated as needed. The **PDT** shall also include a discussion regarding the overall effects of the planned improvements to water quality. A copy of the JD and details pertinent to required state and federal navigational and wetland permit applications will be included in the EA, as applicable.
8. Farmlands – **PDT** will include a discussion of farmland impacts, including a determination of the presence of prime or unique farmlands or farmlands with statewide importance. If necessary, coordination with the NRCS, including completion of Form AD-1006, and review of the alternatives pursuant to the Farmland Act will be completed.
9. Hazardous Waste and Underground Storage Tanks – In assessing the environmental liabilities associated with the proposed new right of way, the **PDT** shall complete the appropriate / applicable elements of a Phase I Environmental Site Assessment (ASTM 1527). A specialty subconsultant will be utilized for these services.
10. Cultural Resources (Historical, Archaeological) – **PDT** shall conduct investigations and prepare documentation as required. Background research will be conducted and the SHPO and other local agencies/groups interested in cultural resources in the proposed project area will be consulted. Field surveys for historic and archaeological resources located within the area of potential effects of the proposed project will be conducted. Cultural resource investigations

will not include Phase II intensive survey or data recovery. If required, historic and archaeological resources survey reports that comply with state and federal requirements shall be prepared. A specialty subconsultant will be utilized for these services.

11. Displacements – **PDT** will perform a relocation study to identify all potential business and residential relocations that will occur as a result of the project.
12. Air Quality – The **PDT** shall provide a discussion regarding the overall effects of the project on air quality, and indicate the Attainment or Non-Attainment status of the County of the roadway that is to be improved or constructed. No monitoring of existing air quality or modeling will be performed as part of this scope of services.
13. Floodplains – Based on the results of a hydraulic design study performed according to SCDOT Guidelines for Hydraulic Design Studies the following statements should be included in the environmental document where applicable: Regarding FEMA designated floodways, the **PDT** shall include either a ‘no effect’ statement or a ‘conditional letter of map revision;’ otherwise the **PDT** shall include a statement that “based on the hydraulic analysis of the pre-construction and post-construction discharges, the planned roadway improvements will have no significant impact on either flood elevations or flood widths.”
14. Noise – Since the project does not involve additional capacity, or shifting the alignment closer to receivers (Type II projects as defined in 23 CFR Part 772), a noise analysis will not be performed. However, if it becomes evident that a noise analysis is needed, the **PDT** will be available to complete the consultation upon request for a supplemental scope of services.
15. Parks and Recreational Areas – **PDT** shall identify these areas within the project area and the impacts of the project on the resource(s).
16. Section 4(f) / 6(f) - **PDT** shall identify properties within the project corridor that are protected under Section 4(f) or Section 6(f) and the impacts of the project on the resource(s). Should a Section 4(f) / 6(f) property be unavoidable and encroached upon, Section 4(f) / 6(f) documents will be prepared for up to two (2) encroachments as part of this scope of services.
17. The **PDT** will coordinate with local and state park planning authorities to determine if any parkland impacted by the alternatives have received Land and Water Conservation funds. The limits of these Section 6(f) properties, if any, will be mapped. Furthermore, the impacts of the alternatives on these lands will be discussed in the EA. Should a Section 6(f) property be

unavoidable and encroached Section 6(f) documents will be prepared for up to two (2) encroachments as part of this contract.

18. Social and Economic - **PDT** shall develop a description of the existing demographic, social, and land use conditions.
19. Environmental Justice - **PDT** shall identify any low-income and/or minority areas within the general project area, using US census data and determine if there are potentially disproportionately high and adverse effects on these populations as a result of the project.
20. Indirect and Cumulative Impacts – The **PDT** will discuss the indirect and cumulative impacts on land use, water quality, social, economics, farmlands, wetlands and other topics for which this discussion will be appropriate. The purpose of this section is, to the extent reasonable and practical, assess the potential indirect and cumulative effects that may result from the incremental effects of the proposed project with other past, present and future development activities in the project area. In order to reasonably assess the project's potential to induce growth within the project area and to affect notable features (natural resources), a qualitative review of the growth trends, land use policies, and available land will be reviewed.
21. Coordination - **PDT** shall outline any interagency and/or public involvement activities that occur during the project development process.

II-15 Public Involvement for Each Transportation Project

- A. Project information will be prepared and bulk mailed during the project to potentially affected residents and local officials in the project area. This information will be provided in the form of a newsletter. A newsletter will be mailed prior to the public information meeting and prior to the public hearing should one be deemed necessary. This newsletter will notify the public of the public meeting and outline the project and discuss such items as schedule and the type of improvements proposed.
- B. A public information meeting and/or public hearing will be held during the project development, once sufficient information has been collected to develop a base map and preliminary alternatives. This meeting will be part of the continuing effort to provide opportunities to the public to learn about the proposed projects and comment on them. The meetings will follow the established **SCDOT** format as established on the date of the Notice to Proceed. It is assumed that

representatives from **SCDOT**, the **County** and the **PDT** will attend the meetings to help explain the project to the public. As necessary, written responses to comments received as a result of the meetings will be prepared by the **PDT** and reviewed by the **County** and **SCDOT** prior to mailing. See below for additional information regarding the scope of services for the public meetings.

- C. The **PDT** shall be responsible for coordinating the public involvement associated with NEPA. The **PDT** shall be responsible for conducting public information meetings. It is assumed that there will be one public information meeting and one public hearing for each of the **four (4)** NEPA projects. If more than the above stated numbers of meetings are required, then the **County** and the **PDT** shall agree on scope and compensation for such additional Services. If the **County** and the **PDT** do not agree, then the **County** may issue a Construction Change Directive for Additional Services to the **PDT** for such meetings.

1. **Public Information Meeting** – One public information meeting will be held to afford citizens the opportunity to review the proposed project. The meeting will utilize an informal/open house format for two hours. **PDT** shall coordinate the date and location of the meetings with the **County** personnel and will prepare the newspaper ad for the Public Notice. **PDT** shall prepare handouts, sign-in sheets, and comment forms for the public meeting. The information contained in the handouts will be consistent with the information contained within the environmental document, and the format of the public hearing booklet will be consistent with the template/example, which will be furnished by the **County**. The **PDT** will provide board-mounted drawings showing the alternatives for public review. **PDT** shall prepare a summary of comments received as a result of a public information meeting.
2. **Public Hearing** – Upon signing of the EA, the **PDT** will arrange a public hearing. The public hearing will consist of an open-house, drop-in format, followed by a formal presentation and public comment period (approximately two hours total). The **PDT** shall coordinate the date and location of the meeting with the **SCDOT** and will prepare the newspaper ad for the Public Notice. The template/example will be furnished by the **SCDOT**, and the **SCDOT** will publish the Public Notice in the newspaper. If necessary, **SCDOT** will furnish and post roadside signs to advertise the Public Hearing. The **PDT** shall prepare handouts, sign-in sheets, and comment forms for the Public Hearing. The information contained in the handouts will be consistent with the information contained within the EA, and the format of the handouts will be consistent with the template/example, which will be furnished by the **SCDOT**. The **PDT** shall prepare the board-mounted

drawings showing the alternatives for public viewing. The **PDT** will arrange for a court reporter to record the Public Hearing and provide a transcript. The **PDT** will provide environmental personnel to interface with the public as well as the Public Hearing Officer. With input from the **County** as necessary, the **PDT** shall prepare responses to each comment received as a result of the Public Hearing and will distribute responses. The **PDT** will allow a period of two (2) weeks after the public hearing to which they will continue to prepare responses to each comment received. After this period the **PDT** will continue to accept comments but will not be required to respond. The **PDT** shall prepare a Public Hearing certification according to 23 CFR Part 771 using the format specified by **SCDOT** (the template/example public hearing certification will be furnished by **SCDOT**). The Public Hearing certification shall document the meeting format, attendees, and comments and responses to public comments.

3. If the project is found to have no significant impacts on the human or natural environment, the **PDT** shall provide a FONSI recommendation letter in the format specified by **SCDOT** (**SCDOT** will provide a template/example).

D. The **PDT** should communicate with the **County** on a regular basis to provide feedback regarding project status and concerns. The **PDT** shall not wait until the monthly update to advise the **County** of issues or concerns that could impact the schedule, but shall notify the **County** of such concerns as soon as practicable. A proactive approach should be taken by all parties involved in project implementation to avert any schedule delays.

II-16 SECTION 404 ENVIRONMENTAL PERMITTING

Projects that result in unavoidable impacts to WOUS will require appropriate Clean Water Act (CWA) Section 404/401 permit from the USACE. In addition, approvals and authorizations of these impacts will require 401 Water Quality Certifications from the S.C. Department of Health and Environmental Control (SCDHEC). The permit drawings will be prepared by the on-call engineering firms (OET) responsible for final design. These drawings will be prepared according to current **SCDOT** standards and guidelines, with templates and checklist provided as required. The **PDT** will be directly responsible for managing the drawing preparation and will prepare a complete permit package for submittal. It is assumed that the **PDT** will coordinate with the **SCDOT** and permits utilizing the **SCDOT** General Permit will be submitted to the USACE through the **SCDOT**.

- A. **Pre-Application Meeting**-The **PDT** shall conduct a pre-application as necessary with the **SCDOT**, **USACOE**, **SCDHEC**, **SCDNR**, and **USFW** to review the proposed project, discuss any particular regulatory concerns, and establish a timetable for acquisition of the permit. The **PDT** shall make

determination of the aquatic significance of the stream, and confirm these findings with resource and regulatory agency personnel.

- B. **Preparation and Submittal of a Clean Water Act Section 404/401 Application-** If a Clean Water Act Section 404/401 permit is applicable, the **PDT** shall also prepare the 404/401 permit application in the format specified by the Charleston District Corps of Engineers and according to SCDOT guidelines. The permit application will include, but not be limited to a Joint 404/401 permit application form; permit drawings; SCDOT impact assessment form including avoidance/minimization measures and mitigation plan; and supplemental information as required. In the completed application, the **PDT** shall document all proposed impacts to Waters of the U.S.
- C. In some instances, the **County** may, opt not to identify any firm as their agent in this matter on the Joint State and Federal Application form. Even if no agent is identified on the Joint State and Federal Application form, the **PDT** shall be responsible for furnishing all of the supplemental information in support of the permit application as described herein, and the **PDT** shall be assigned all of the fiduciary duties and responsibilities associated with permit acquisition, and for all of the tasks, duties and responsibilities outlined herein, with the only distinction being that all of this information shall be provided to the **County**, which will then forward the information to the Charleston District Corps of Engineers or SCDHEC as the applicant (i.e., all of the supplemental information in support of the application shall be forwarded to the regulatory agencies on the **County's** letterhead, and all communication with the resource or regulatory agencies shall originate with the **County**).
- D. Also, the **PDT** shall provide with any Section 404 application at a minimum, concurrence from the State Historic Preservation Office regarding the anticipated project effects to any cultural resources, as well as either a biological assessment report (for those projects having "no effect" on any federally listed species or habitat) or a Section 7 sign-off/concurrence from the U.S. Fish & Wildlife Service with any Section 404.
- E. **Preparation of Drawings and Maps-** As part of the Clean Water Act Section 404/401 permit application package, the **PDT** shall coordinate and review drawings and maps provided by the OETs and shall submit said drawings depicting the proposed impacts to waters of the U.S. on the subject property, including fill placed for construction of the new facility, as well as any impacts from mechanized clearing (clearing and grubbing), and any impacts to jurisdictional streams (e.g., culvert extensions, stream channel re-alignments or the placement of riprap in stream channels). The **PDT** shall include the surveyed or measured boundaries of jurisdictional waters superimposed on the actual development/grading plans to establish the proposed jurisdictional impacts.

- F. **Agency Coordination During the Joint Public Notice or Dissemination of a GP Authorization Request-** Following dissemination of the Joint Public Notice (or GP authorization request) for the project and prior to the reconnaissance of the project site by any of the regulatory or commenting agencies, the **PDT** shall meet with representatives of the **County**, the Charleston District Corps of Engineers, SCDOT, SCDHEC, SCDNR and USFWS to discuss the project and to answer any questions (for this meeting, a conference call will suffice). When applicable, the participants in any such meeting/conference call should include representatives of the U.S. EPA and/or NOAA Fisheries. Another such meeting (or conference call) should occur following the agencies reconnaissance of the project site to clarify any concerns and to address any questions prior to the release of any official comments by those agencies during the 30-day Joint Public Notice period. If the project involves any new roadway alignment, the **PDT** shall additionally provide a tour of the project corridor for representatives of the regulatory and commenting agencies (the **County** liaisons where applicable or practicable) as they conduct their reconnaissance of the project site.

Negotiations and Permit Acquisition

- G. The **PDT** would be in contact with the SCDOT, USACOE, SCDHEC and other federal, state and local regulatory personnel throughout the course of the permit application process, and coordinate the submission of any additional information as requested by the respective agencies in order to facilitate permit acquisition. The **PDT** shall inform the **County** of all communications involving the subject property.
- H. The **PDT** shall also include a discussion regarding the overall effects of the planned improvements to water quality. When directed by the **County**, the **PDT** shall prepare required state and federal navigational and wetland permit applications, perform interagency and/or liaison presentations as necessary, negotiate/secure such permits (including necessary correspondence), and perform related environmental studies including, but not limited to, field investigations/surveys, stormwater management plans, Endangered Species Act Compliance, natural systems studies/reports, cultural resources surveys (National Historic Preservation Act Section 106 compliance), NEPA compliance (or assistance with one or more aspects of NEPA compliance), mitigation planning and site selection and natural stream design.
- I. The **PDT** shall also furnish supplemental information in support of the Section 404/401 permit application, or SCDOT's Corps General Permit authorization request (e.g., NEPA, Threatened & Endangered Species Report, clarification, additional information or responses to comments, etc.). The

PDT, with **County** review and approval, shall also be responsible for expediting approval of the permit, coordinating any concessions in the project scope or in the mitigation, or special permit conditions requested by any of the resource or regulatory agencies. The **PDT** will also prepare the appropriate responses to agency or public comments received as a result of the public notice or from the dissemination of a General Permit authorization request, as the **County**. The **County** reserves the right to review and approve both the permit application and any of the supplemental information provided in support of the application (e.g., clarification, additional information or responses to comments, etc.), including any communication (e.g., e-mail, facsimile, phone calls, meetings, etc.), before it is submitted to the Charleston District Corps of Engineers (or other review and regulatory agencies) on our behalf.

Navigational Permitting

- J. If a U.S. Coast Guard permit is required for individual projects, the **PDT** shall provide a completed application for submission to the 7th District Coast Guard, according to the latest guidelines promulgated by the U.S. Coast Guard. The **PDT** shall also furnish supplemental information in support of the application (e.g., clarification, additional information or responses to comments, etc.). The **PDT** shall also be responsible for expediting approval of the permit and for preparing the appropriate responses to the comments received as a result of the public notice, as directed by the **County**. The **County** reserves the right to review and approve both the Coast Guard Permit application and any of the supplemental information provided in support of the application (e.g., clarification, additional information or responses to comments, etc.) before it is submitted on our behalf.
- K. If a State Permit to Construct in Navigable Waters is required for the subject project, then the **PDT** shall prepare an application according to the State Regulation 19-450, and the latest guidance promulgated by SCDHEC. The **PDT** shall also furnish supplemental information in support of the application (e.g., clarification, additional information or responses to comments, etc.). The **PDT** shall be responsible for expediting approval of the permit and for preparing the appropriate responses to the comments received as a result of the public notice or dissemination of a Navigable Waters General Permit authorization request, as directed by the **County**. As noted above, the **County** reserves the right to review and approve both the application for the Permit to Construct in Navigational Waters and any of the supplemental information provided in support of the application (e.g., clarification, additional information or responses to comments, etc.) before it is submitted on our behalf.

Mitigation Bank

- L. In accordance with regulatory requirements, the **PDT** will develop a conceptual mitigation plan and submit it as part of the application package. Per the USACOE Charleston District, the use of an existing mitigation bank would be the preferred method of mitigation. The **County** has executed a contract with Eco Capital for the purchase of property to develop into a mitigation bank of which the **County** shall be the key tenant. The **PDT** has been furnished with this contract and its corresponding credit release schedule. The **PDT** shall assist the **County** in tracking mitigation bank credits established by this bank and make recommendations to the **County** regarding the bank as a whole. It is assumed this bank will provide the required mitigation for the program.
- a. The **PDT** shall provide maintenance to the Mitigation Bank property for the duration of the **CONTRACT** (see section II-18. Land Management).
 - b. The **County** shall budget One Million, Five Hundred Thousand (\$1,500,000) Dollars for the Services associated with the Mitigation Bank, but this does not obligate the **County** to use these funds, and does not limit the **PDT** to that amount as a lump sum for compensation. (This \$1.5 million includes Services to be rendered by the **PDT** to work on USACE Permits.)
 - c. Compensation for Mitigation Bank Services shall be agreed to by the Contractor and the **County** prior to the Contractor undertaking the Mitigation Bank Services.
 - d. If the **County** and the **PDT** do not agree on the scope or cost of such Mitigation Bank Services, then the **County** may issue a Construction Change Directive for Additional Services to the **PDT** for such Services.

II-17 ENVIRONMENTAL COMPLIANCE

The **PDT** will provide support for environmentally sensitive projects under construction and assist in keeping activities in compliance with environmental requirements. Specifically, the **PDT** will provide a qualified environmental inspector for the County's projects who will address environmental throughout a project construction process. The inspector will compile environmental commitments, permit standard/special conditions, and maintain an environmental journal with the appropriate Environmental Compliance forms. The inspector will complete an "Environmental Close-out Report" at the end of every USACE permitted project. This report is anticipated to include completed compliance forms, site photographs, environmental journal records, etc. The following are examples, but not the limited scope, of the anticipated tasks:

- ❑ Attend project pre-bid meeting for environmental inquiries;
- ❑ Attend preconstruction meeting to highlight staging, access, initial BMP site preparation, reporting requirements, special conditions, etc.;
- ❑ Participate as needed in regular contractor meetings on site to address questions and environmental concerns;
- ❑ Review construction site with environmental compliance forms;
- ❑ Review permit plans, construction plans, construction proposals, and reconcile differences;
- ❑ Track compensatory mitigation (on-site or confirm receipt of bank credit transfer).
- ❑ Coordinate with the County authority and contractor to ensure project jurisdictional boundaries for projects of concern;

- ❑ Coordinate with County authority and contractor to set up debris pile stations, review staging areas, borrow pits, and lay-down sites in environmentally sensitive locations;
- ❑ Review construction access through jurisdictional crossings;
- ❑ Attend on-site meetings with agency personnel to answer questions;
- ❑ Maintain an Environmental Journal for all district projects requiring a USACE permit.

II-18 LANDMANAGEMENT

The **PDT** will work with Richland County Government to manage rural, largely forested land owned by Richland County (County) known as the Mill Creek property. The subject property is presently being monitored and managed for the purpose of establishing a Mitigation Bank by others in affiliation with the County. The management of the property must be in accord with well-established land management practices and contribute to the overall conservation value of the property while protecting the goal of Mitigation Banking. The PDT must use an individual or subconsultant with comprehensive expertise in land management and natural resource conservation.

The property includes approximately 1,346 acres of natural lands along the Congaree River, 10 miles of rural forestry type roads, 15 to 20 culverts and stream crossings of various types, wetlands, streams, wildlife areas, monitoring wells, plots and transects, and is frequently flooded. Specific tasks are likely to include, but are not limited to:

1. Review all existing reports and information accumulated on the property as it pertains to the conservation land management associated with the establishment of mitigation on the property. This information will be provided by the County.
2. Conduct a thorough site analysis of immediate and long term land and conservation management needs for the property.
3. Prepare a management plan, designed to meet the objectives of the County, for the overall monitoring and maintenance of the property. The plan should include a detailed scope of service, timeline, and proposed expenses (listed below) for review and discussion with County staff.
 - a. Inspections at least quarterly and after major storm events
 - b. Road maintenance (approximately 10 miles of rural forestry type roads) after major storm events and when necessary to maintain reasonable access (no bridges currently exist on the property although 4 small bridges with approximately 20,000 square feet of deck are proposed) for mitigation operations
 - c. Tree clearing/removal for initial clean up where necessary, after major storm events and when necessary to maintain reasonable access
 - d. Mowing (along roads and within approximately 25 acres of open fields) bi-annually and timed so as to limit disturbance to wildlife particularly turkeys
 - e. Invasive species control including Privet and other species as found on-site on portions of the property outside of the mitigation bank, approximately 400 acres
 - f. Wildlife control for the entire tract as necessary primarily consisting of beaver, hogs and deer which can impact access as well as mitigation operations.
 - g. Hand labor (Trash Collection, Gate Repair, etc)
 - h. Boundary line maintenance performed at least annually to ensure clear property boundaries
4. The management plan must include enhancement and maintenance of existing flora and fauna on the site in conjunction with the Mitigation Banking efforts.
5. Prepare information with a special focus on defining rapid maintenance response due to weather events.
6. Provide technical and other information for prioritizing action items / maintenance and management of the property.
7. Conduct meetings with County staff and officials and others as directed when necessary to provide

update on the effort to maintain and improve the conservation value of the property.

8. Coordinate closely with those establishing the Mitigation Bank to ensure the overall Land Management Plan is in concert with these important efforts.

Task III: Quality Assurance Reviews and Coordination for Each Transportation Project.

- A. The **PDT** shall provide quality assurance reviews of all plans designed for the Transportation Program. This shall include, but is not limited to: design criteria, preliminary conceptual plans, preliminary right of way plans, final right of way plans, 95% construction plans, and final construction plans.
- B. The **PDT** shall also be the manager of the program's general provisions, special provisions, and bid documents. General provisions, special provisions, and bid documents will be developed jointly with **County** staff.
- C. The **PDT** shall monitor individual project schedules, and notify the **County** on a monthly basis of whether individual projects are on or off their intended schedules or if any scheduling conflicts exist.
- D. The **PDT** shall coordinate correspondence, project plan reviews, design field reviews, and project progress meetings with **SCDOT**, other applicable government agencies, and design Consultants.

Task IV: Right-of-Way Acquisition for Individual Projects

- A. The **PDT** shall produce a right-of-way acquisition policy for the CTIP. This policy shall conform to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). It shall include, but not be limited to establishing a standard policy for: title searches and deed work, appraisals, right-of-way exhibits, property acquisition negotiations, property acquisition approval authority hierarchy, property acquisition close-out documents, condemnation proceedings, project right-of-way certifications.
- B. The **PDT** shall also work with **County** staff to produce a utility coordination policy for the CTIP.
- C. The **PDT** shall provide acquisition services for all right-of-way necessary for individual projects within the contract duration between the **County** and the **PDT**. Within this task, the **PDT** shall include a subconsultant from the **SCDOT** approved right-of-way acquisition listing to ensure

compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) for any federally funded projects.

- D. The **PDT** shall coordinate any plan revisions associated with right-of-way negotiations with design consultants (OET) contracted by the **County**.
- E. The **PDT** shall file acquisition documents with appropriate agencies and departments on behalf of the **County** after approval by the **County's** legal counsel
- F. Design Consultants contracted by the **County** shall be tasked with individual project right of way staking. The **PDT** shall coordinate this staking task prior to entering negotiations with individual property owners.
- G. The **PDT** shall submit a right-of-way certification for individual projects prior to construction to the **County** and **SCDOT** on projects located on their network. The **PDT** shall also be responsible for acquiring approval of the right-of-way certification prior to construction.
- H. The **PDT** shall mentor 2 SLBE firms during this program in an effort to provide meaningful opportunity for services to be provided as well as training such that each SLBE firm has the opportunity to grow both in services provided as well as in capacity.

Task V: Proposal Preparation and Procurement

- A. The **PDT** shall provide a Procurement Manager to work with the **County** on project procurement documents, advertisements, schedules, addenda, bid openings, etc. The **PDT** shall provide the Contract Management Officer thirty (30) days' notice in writing should there be an anticipated change in their Procurement Manager. The Contract Management Officer has the right of refusal of the proposed replacement for this position.
- B. The **PDT** shall develop a monthly bid opening schedule to be approved by the **County** which at a minimum will include deadlines for: Final Construction Plans Submittal, Final Construction Estimating, Permit Acquisition, Right of Way Certification, Adequate Construction Funding Availability, Bid Advertisement, Addendum Release, Bid Opening, Bid Reviews, Council Approval, Construction Funding Encumbrance, Contract Approval, Preconstruction Meeting, Contractor Notice to Proceed.

- C. The **PDT** shall produce final engineering cost estimates based on final contract proposals prior to advertisements. The **PDT** shall also conduct bid tabulation analysis following bid openings and provide recommendations to the **County** for award of contracts.
- D. The **PDT** shall use standard language and specifications provided by the SLBE Division for individual contracts to encourage and direct SLBE participation. This will be developed in conjunction with and approved by **County** staff.
- E. The **PDT** will work in conjunction with and assist **County** staff in oversight and compliance of Prime Contractors to ensure SLBE firms perform in accordance with the terms identified in executed contracts and are paid promptly.
- F. The **PDT** shall assist the **County** staff in conducting workshops to increase awareness of the SLBE Program. For estimating purposes the **PDT** shall scope two workshops yearly for the entirety of the contract. The **PDT** in coordination with the SLBE Division, and with approval shall advertise these workshops on behalf of the **County**, produce brochures, mail out flyers, and provide staff for attendance and participation.

Task VI: Construction Services for Roadway Transportation Projects

- A. The **PDT** shall provide a Construction Engineering Manager to work with **County** staff throughout construction phases on all identified projects within the limits of this contract. The **PDT** shall provide the Contract Management Officer thirty (30) days' notice in writing should there be an anticipated change in their Construction Engineering Manager. The Contract Management Officer has the right of refusal of the proposed replacement for this position.
- B. The **PDT** shall conduct constructability reviews on final construction plans and specifications to ensure constructability as well as conformity with **SCDOT** and **County** standard specifications.
- C. The **PDT** shall serve as the Construction Engineering and Inspections Manager on a day to day basis for CTIP Projects while in their construction phase of work. This includes the following for all projects on **SCDOT** network roads:

Project Management

1. The Construction Engineer Manager will direct a staff of Project Inspectors that

will carry out the majority of the inspection, sampling, and testing responsibilities on the project.

2. The **PDT** shall also provide a Materials Management Engineer. The duties for this engineer shall include coordination with project inspectors to ensure all samples and certifications are obtained and tests are performed as described in the **SCDOT** Construction Manual, Standard Specifications, Special Provisions and Supplemental Specifications (at any point when any SCDOT or governmental manual or document is mentioned in this Exhibit B, it is assumed that the latest edition of such manual or document will be utilized). Additional task include logging all samples into the project sample log, tracking test results, ensuring check samples are taken as needed, addressing failing samples with the required documentation and coordination with **SCDOT's** material lab for the purpose of alternate testing.

3. The **PDT** is responsible for coordination of testing and samples. The cost and fees of Independent Assurance and all laboratory testing shall be a reimbursable expense.

Contract Management & Administration

The **PDT** shall provide office engineering, scheduling and administration staff necessary to properly manage the projects to include, but not limited to the tasks as listed below.

1. Document management
 - a. Software
 - b. Personnel
 - c. Interface with Design-Build contractor as necessary
 - d. Hard copies and electronic data
 - e. Construction submittals & tracking
2. EEO compliance
3. Training program
4. Safety monitoring program
5. Contractor pay requests and estimate generation
6. Verification and approvals
7. Endorse partnering concept
8. Dispute management
9. Construction contract change order generation

10. Project documentation (all projects will utilize SiteManager or other approved program)
 - a. SiteManager DWR
 - b. Photo and video gallery
 - c. Materials sampling and testing
 - d. Project inspection reports

11. Project schedule
 - a. CPM analysis
 - b. Schedule approval recommendation
 - c. Progress Reports
 - d. Updates

12. Contractor submittals
 - a. Submittal review Coordination and Tracking
 - b. Independent analysis & estimate of change orders
 - c. Claims review
 - d. Certification of Contractor's inspection personnel
 - e. Coordination of As-Built Plans

13. Resource agency coordination
 - a. Environmental mitigation/permit monitoring
 - b. Water quality monitoring
 - c. Permit requirement tracking
 - d. Permit modification tracking

14. Right-of-way coordination
 - a. Acquisition schedule/Special provision adherence
 - b. Relocation, demolition and clearing activities
 - c. Hazardous material handling activities

15. Utility coordination
 - a. Utility company facilitation
 - b. Specification conformance reviews
 - c. Utility relocation diaries

16. Project Closeout (completed within 180 days of project Substantial completion)

- a. Final Inspection
- b. Completion of Punchlist
- c. Materials Certification preparation and submittal
- d. DBE Compliance Review
- e. Final Quantities and Estimate
- f. Review Contractor As-built plans

Inspection and Testing Services

1. The **PDT** shall provide a sufficient number of Project Inspectors to perform the majority of the on-site inspection and testing duties in accordance with the project Quality Assurance Program. The **PDT** shall be responsible for verifying and documenting that the quantities of testing Quality Control and Quality Acceptance (QC and QA) are being met and maintain master project QC and QA records. The **PDT** shall review the contractor's Quality Control (QC) Plan and recommend for approval in accordance with contract documents. **PDT** shall interface and coordinate with the contractor's QC personnel on a daily basis. The Project Inspectors shall report directly to the Project Engineer who shall direct the daily work of the inspectors. Project Inspectors shall coordinate all sampling and certification information with the Materials Management Engineer. These inspectors will be responsible for highly technical and specialized inspection and testing procedures for roadway and bridge construction in the areas of concrete, foundations, soils and earthwork, asphalt roadway, concrete paving, erosion control, maintenance of traffic, and others. These positions will be expected to be **SCDOT** certified in the areas mentioned, or possess the ability to become certified through the **SCDOT** certification program. The following tasks have been developed to address the aforementioned goals and objectives.
2. The **PDT** shall perform Inspection and Quality Acceptance Testing for all Concrete Structures. The **PDT** shall provide all necessary personnel and equipment to perform all necessary Quality Acceptance inspection, sampling, and on-site testing of concrete structures on the Project. This task includes performing necessary air and slump tests, inspecting the construction of the formwork, placement and tying of reinforcing steel, checking grades as set by the contractor, making and storing concrete cylinders, logging all samples into the project sample log, tracking test results, taking check samples as needed, addressing failing

samples by arranging and assisting in alternate testing of materials through the **SCDOT** lab, and all other inspection duties as described in the **SCDOT** Construction Manual and Standard Specifications, latest edition. The **PDT** shall provide sufficient staff to monitor all these activities independently and to sample and test materials in accordance with the sampling frequencies established by the special provisions, specifications, supplemental specifications, and the **SCDOT** Construction Manual. All **PDT** staff assigned to this task must possess a current **SCDOT** certification in Concrete Inspection.

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

4. The **PDT** shall perform Inspection and Quality Acceptance Testing for all Earthwork and Base Activities. The **PDT** shall provide all necessary personnel and equipment to perform all necessary Quality Acceptance inspection, sampling, and on-site testing of earthwork and base construction on the Project. This includes, but is not limited to embankment construction,

excavations, mucking, borrow excavation, installation of geosynthetics and geogrids, cement and/or lime stabilization, ground modifications, graded aggregate base course construction, placement of drainage systems, and any other related activities. This task includes performing necessary inspection and sampling of borrow excavation and subgrade at frequencies established in the specifications, monitoring, inspection, and testing of all compaction activities on the project, establishing limits of mucking or undercutting, inspection and sampling of geosynthetic material placement, and completion of all forms associated with earthwork and base construction, logging all samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and assisting in alternate testing of materials through the **SCDOT** lab, and all other inspection duties as described in the **SCDOT** Construction Manual and the Standard Specifications, latest edition. The **PDT** shall monitor contractor's compliance with the contractor's approved QC plan for earthwork and shall provide sufficient staff to monitor all these activities independently and conduct Quality Acceptance sampling and testing of materials in accordance with the sampling frequencies established by the special provisions, specifications, supplemental specifications, and the **SCDOT** Construction Manual. All **PDT** staff assigned to this task must possess a current **SCDOT** certification in Earthwork.

5. The **PDT** shall perform Inspection, Testing and Monitoring of the Quality Assurance Program for all Hot Mix Asphalt Activities. The **PDT** shall provide all necessary personnel and equipment to perform QC and QA inspections, sampling, and on-site testing of Hot Mix Asphalt construction on the Project. This includes contractor's adherence with the **SCDOT's** Supplemental Technical Specification for Hot Mix Asphalt Quality Assurance, **SCDOT** Designation: SC-M-400. This task may include the placement of Asphalt Base, Binder, Surface, and Friction Courses, and any other related activities. Testing requirements includes performing rate calculations, checking mix and mat temperatures, monitoring the workmanship of the paving crew, directing any corrective action deemed necessary, taking roadway samples when needed, monitoring the compaction activities of the contractor, monitoring and performing compaction tests of asphalt, reviewing the traffic control operations associated with this activity, logging all samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and

assisting in alternate testing of materials through the **SCDOT** lab, and all other inspection duties as described in the **SCDOT** Construction Manual and the Technical Specifications, latest edition. The **PDT** shall monitor contractor's compliance with the contractor's approved QC plan for asphalt and shall provide sufficient staff to monitor all these activities independently and conduct sampling and testing of materials in accordance with the sampling frequencies established by the special provisions, specifications,

supplemental specifications, supplemental technical specifications and the **SCDOT** Construction Manual. All **PDT** staff assigned to this task must possess a current **SCDOT** certification as HMA Roadway Technician.

6. The **PDT** shall perform Quality Acceptance Inspection and Testing for all other construction activities associated with the Project and not specifically mentioned above. The **PDT** shall provide all necessary personnel and equipment to perform all necessary Quality Acceptance inspection, monitoring, sampling, and on-site testing of incidental construction activities and items including, but not limited to installation of structural steel or pre-stressed girders, traffic signal installation, pavement markings, guardrail installation, seeding and erosion control measures, traffic control items, Mechanically Stabilized Earth Retaining Wall systems, welds, and clearing and grubbing. This also includes logging all samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and assisting in alternate testing of materials through the **SCDOT** lab, and all other inspection duties as described in the **SCDOT** Construction Manual and Standard Specifications, latest edition. The **PDT** shall provide sufficient staff to monitor all these activities independently and to sample and test materials in accordance with the sampling frequencies established by the special provisions, specifications, supplemental specifications, and the **SCDOT** Construction Manual.
7. The **PDT** shall maintain field notes and compile Site Manager Daily Work Reports (DWR). The **PDT** shall maintain sufficient field notes and generate daily work reports within SiteManager for all activities assigned to the **PDT** on a daily basis. These DWRs and field notes should be of sufficient detail to provide **SCDOT** the ability to reconstruct any or all activities of the project at a future date, if desired. Field notes should be prepared in conformance with the current editions of the **SCDOT** Construction Manual, Standard Drawings, and

specifications.

8. The **PDT** shall perform other associated duties typically assigned to Project Inspectors. The **PDT** shall provide sufficient staff and equipment to complete general project duties not described elsewhere. These tasks may include delivering samples, such as rebar and concrete cylinders to the Office of Materials and Research Lab, delivering or picking up revised plan sheets, project documents etc, from **SCDOT** HQ or District Office, performing routine but limited QA verification surveying, establish construction limits, proposed grades, etc. for property owners, utilities, etc., and compilation of data and records necessary to produce final plans, satisfy the **SCDOT** Business Plan, facilitate requests from outside parties, or to support decisions made in the field. The **PDT** may be asked to meet with contractor's representatives, **County** Personnel, **SCDOT** personnel, local interested parties, etc. to provide information or assistance.
9. The **PDT** shall furnish all necessary equipment, including cell phones, laptop computers, vehicles, and specialized testing equipment to fulfill their management, administration, testing, sampling, and inspection responsibilities. This equipment will include, but not limited to, nuclear density gauge and related supplies (proctor mold, moisture tester, etc.), concrete air meter(s), slump cones, infrared thermometer, paint thickness gauge, surveying equipment, and any other equipment as required by for projects.
10. Verification Survey

The **PDT** shall provide survey crews and survey equipment to independently confirm layouts and geometry at key locations throughout the project construction. The survey crew will initially ensure that the project control points are correct and will monitor all primary control points periodically throughout the project duration to verify that they have not been disturbed. Verification surveys should be performed at least at the minimum frequency as listed in the **SCDOT** Construction Manual, latest edition.

Substructure elements to be checked shall include but are not limited to:

- a. Drilled shaft plan locations and cut off elevations

- b. Pile group layout benchmarks
- c. Footing plan locations and elevations
- d. Pier plan locations, elevations, and verticality
- e. Pile cap/Pier cap elevations
- f. Bearing seat elevations
- g. Embedded items

Superstructure elements to be checked shall include but are not limited to:

- a. Girder placement plan and elevation
 - b. Deck elevations and profiles
 - c. Approach slab plan and elevation
 - d. Parapet wall plan and elevation
- D. The **PDT** shall coordinate and maintain all construction phase correspondence, construction documentation, field reviews, progress meetings, and final inspections with the **County** and for **SCDOT** for projects on their network.
- E. The **PDT** shall track final punch list items identified in final inspections and manage the contractor in completing those items.
- F. The **PDT** shall provide monthly project status updates for all projects in their construction phase of work. This shall include initial versus current schedule, initial contract versus current contract amount, and any other item agreed upon between the **PDT** and **County**.
- G. The **PDT** in conjunction with the **County** shall conduct value engineering reviews of individual projects.
- H. The **PDT** shall coordinate utility relocations on all projects. This coordination shall include a preliminary and final utility relocation report which the **PDT** shall provide to the **County**. These reports should identify utilities within proposed project footprints, ascertain prior rights, and assist in determining the best fit for designs to minimize impacts for utilities the **County** would be tasked with funding relocations.
- I. The **PDT** shall implement a procedure and process for notification to property owners impacted by construction projects. This procedure and process shall be reviewed and approved by the **County**.
- J. The **PDT** shall review contractor and subcontractor invoices and verify work has been

completed. Once reviews are complete the **PDT** shall recommend payment to the **County** for these invoices.

K. The **PDT** may be tasked with review and approval of shop drawings submitted by Contractors during construction of individual projects.

L. The **PDT** shall produce a standard project checklist for construction related tasks to help manage tasks and contractor progress during construction.

Task VII: Pavement Management

The **PDT** shall implement a pavement management program for the **County** for its current network of 522 paved roads. This program shall assess the condition of the existing network, make recommendations for annual resurfacing lists, and produce a best practices methodology for maintaining the overall system. **PDT** will:

- ❑ Furnish and provide vehicular pavement condition rating in general accordance with AASHTO 6433-03.
- ❑ Inventory all paved roads on order of 522 miles. Provide data conversion.
- ❑ Evaluate data /asset pavement management and recommend software for purchase and licensing by County.
- ❑ Include roadside asset acquisition. Build PMS, not a sampling program.
- ❑ Acquire data via ASTM E-950 Class I compliant equipment from vendor such as ICC Cybernetics.

Task VIII: Additional Design Services

- A. The **PDT** shall design and prepare plans for those Sidewalk projects not requiring drainage design. Assume 25 Sidewalk projects.
- B. The **PDT** shall design and prepare plans for 74 Bikeways projects.
- C. The **PDT** shall design and prepare plans for 30 Intersection projects included in the 2012 Bike/Pedestrian/Greenway Projects list.
- D. The **PDT** shall prepare Final Construction Plans for the Southeast Richland Neighborhood Project. The **PDT** shall prepare design criteria for all other Neighborhood Improvement Projects.
- E. The **PDT** shall provide all services required for the Resurfacing Program.

F. The PDT shall prepare 30% complete plans for Williams Street and Shop Road from Longwood Road to Garners Ferry Road.

G. The PDT shall develop design criteria, identify additional funding, and prepare maintenance agreements for Greenway projects (excluding 3 Rivers Greenway and Lincoln Tunnel).

Other Services may be added at the discretion of the County for which the **PDT** will be equitably compensated. If the **County** and the **PDT** do not agree, then the **County** may issue a Construction Change Directive for Additional Services to the **PDT** for such Services.

End of Exhibit B.

Initials of Parties:

For Richland County:

TM

For Richland PDT, A Joint Venture:

MMJC

M. B. Kahn Construction Co., Inc.
As a member of the Joint Venture

IES

ICA Engineering, Inc.
As a member of the Joint Venture

DC

Brownstone Construction Group, LLC
As a member of the Joint Venture

EXHIBIT C

To The

Program Management Agreement

Richland County

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 Salada 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 Marion 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 Kilbourne 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 / Pineview 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	Gills Creek A			\$2,246,160
Greenways	Gills 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	Gills 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	Erwin St	\$482,882
Sidewalk	Senate St	Gladden St	Kings St	\$476,230
Sidewalk	Shandon St	Wilmot 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	Rabbit 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	Polham	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	Devine 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/Devine St	Rosewood Dr	Chateau Dr	\$24,158
Bikeways	Beltline Blvd	Forst 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	Oneil 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	\$3,883
Bikeways	Main St	Calhoun St	Elmwood Ave	\$1,025
Bikeways	Dutchman Blvd	Broad River Rd	Lake Murray Blvd	\$115,138
Bikeways	Columbiana 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	Collage 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
Total Bike / Pedestrian / Greenway Projects				\$72,742,004

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 Gervais 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 Gervais, Taylor and Main, 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.

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
Included in Projects List: No Costs Associated (Some may not involve costs, while others may be included in Admin Costs)				
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	
Total Roadway Projects				\$656,020,644

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.

*****Any savings from Broad River Road / I-20 Interchange project will be applied to the Broad River Road Corridor improvements.

Other: Widening of Ridgewood / North Main Extension (Columbia portion) from Dixie Avenue to North Main Street was removed from the projects list, as no funding is required since this project will be funded by the City. Intersection of Lake Murray Boulevard and Kinley Road was removed, as improvements have been completed. Town of Blythewood to provide input on its projects. 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.

EXHIBIT D

To The

Program Management Agreement

Richland County



***Certified
Richland County
Small Business Enterprise***

The Tolleson Limited Company

Certification No. P-14-310

Valid Until July 2, 2016

NAICS: 541330

Certified for: Engineering Services



Justine Jones, MPP, MPA

Assistant Director of Small Local Business Enterprises Program

Issued: July 2, 2014



Certified
Richland County
Small Business Enterprise

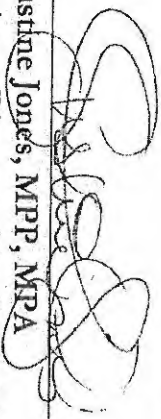
Banco/Bannister Company, LLC

Certification No. P-14-309

Valid Until July 2, 2016

NAICS: 541820

Certified for: Public Relations Agencies



Justine Jones, MPP, MPA

Assistant Director of Small Local Business Enterprises Program

Issued: July 2, 2014



***Certified
Richland County
Small Business Enterprise***

Brownstone Construction Group, LLC

Certification No. C-14-105

Valid Until July 2, 2016

NAICS: 236220

Certified for: Commercial and Institutional Building Construction

A handwritten signature in black ink, appearing to read "Justine Jones".

Justine Jones, MPP, MPA
Assistant Director of Small Local Business Enterprises Program

Issued: July 2, 2014



***Certified
Richland County
Small Business Enterprise***

Campbell Consulting Group, LLC

Certification No. P-14-308

Valid Until August 1, 2016

NAICS: 541820

Certified for: Public Relations Agencies

A handwritten signature in black ink, appearing to read "Justine Jones", is written over a horizontal line.

Justine Jones, MPP, MPA
Assistant Director of Small Local Business Enterprises Program

Issued: August 1, 2014



***Certified
Richland County
Small Business Enterprise***

The DeQuincey Newman Law Firm

Certification No. P-14-306

Valid Until July 2, 2016

NAICS: 922130

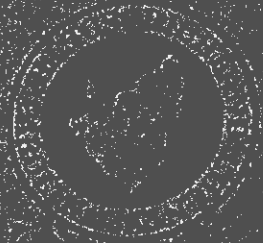
Certified for: Legal Counsel and Prosecution

A handwritten signature in black ink, appearing to read "Justine Jones".

Justine Jones, MPP, MPA

Assistant Director of Small Local Business Enterprises Program

Issued: July 2, 2014



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Fax: (803) 576-2137
TDD: (803) 748-4999

Office of the County Administrator

September 22, 2014

Mr. Matt Lifsey, President
OLH Inc.
1314 Lincoln Street, Suite 303
Columbia, SC 29201

RE: OLH Inc. SLBE Certification

Dear Mr. Lifsey:

Thank you for your interest in the Richland County Small Local Business Enterprise (SLBE) program.

After careful review of the information related to your application, it is my ruling OLH Inc. does meet the Small Local Business Enterprise qualifications based upon Section 2-639(c) of the Richland County Code of Ordinances.

Sincerely,

A handwritten signature in black ink, appearing to read "W. T. Harley", is written over a horizontal line.

Warren T. Harley, Assistant County Administrator

CC: Tony McDonald, County Administrator
Larry Smith, County Attorney
Justine Jones, Assistant Director of Procurement, SLBE Division

EXHIBIT E

To The

Program Management Agreement

Richland County

EXHIBIT E

RICHLAND COUNTY SALES TAX TRANSPORTATION PROGRAM PERSONNEL RATE SCHEDULE (RATES FOR 2014 calculated at 2.87 DPE)		
Position Code	Position	Hourly Rates
	PROGRAM MANAGEMENT	
100	Program Manager	\$ 233
101	Deputy Program Manager	\$ 219
102	Assistant Program Manager	\$ 180
103	Program Administrator	\$ 173
104	Principal	\$ 276
	PUBLIC INFORMATION	
200	Public Information Director	\$ 200
201	Public Relations Director	\$ 121
202	Outreach Lead Strategist	\$ 220
203	Outreach Manager	\$ 121
204	Web Designer	\$ 125
	PROCUREMENT	
300	Procurement Director	\$ 225
301	Procurement Manager	\$ 67
302	SWMBE Manager	\$ 108
	PROJECT CONTROLS	
400	Project Controls Director	\$ 178
401	Financial Controls	\$ 150
402	CPM Scheduler	\$ 101
403	TEAMS Coordinator	\$ 138
	DESIGN	
500	Principal Architect	\$ 180
501	Senior Architect	\$ 153
502	Architect	\$ 126
503	Principal Engineer	\$ 180
504	Senior Engineer	\$ 158
505	Engineer	\$ 130
506	Junior Engineer	\$ 64
507	Engineering Technician	\$ 118
508	Senior Structural Engineer	\$ 157
509	Structural Engineer	\$ 121
510	Senior Traffic Engineer	\$ 118

EXHIBIT E

	COST ESTIMATING	
600	Preconstruction Svcs. Director	\$174
601	Senior Estimator	\$133
602	Estimator	\$104
603	Quantity Surveyor	\$66
	ENVIRONMENTAL	
700	Senior Geologist	\$189
701	Geologist	\$128
702	Senior Hydrologist	\$151
703	Hydrologist	\$102
704	Senior Environmentalist	\$114
705	Senior Biologist	\$189
706	Biologist	\$128
707	Environmental P. E.	\$180
708	Environmental Technician	\$118
	CONSTRUCTION/INSPECTIONS	
800	Construction Manager	\$181
801	Project Manager	\$144
802	Assistant Project Manager	\$90
803	Senior Inspector	\$104
804	Inspector	\$93
805	Junior Inspector	\$63
806	Safety Compliance Officer	\$90
	RIGHT-OF-WAY ACQUISITION	
900	Right-of-Way Principal	\$180
901	Right-of-Way Manager	\$160
902	Right-of-Way Agent/Mentor	\$60
903	Right-of-Way Protégé	\$60
904	Project Manager	\$145
905	Attorney Mentor	\$200
906	Attorney Protégé	\$200
	SURVEY & MAPPING	
1000	Director	\$166
1001	Lead Utility Coordinator/Eng. IV	\$131
1002	Asst. Utility Coordinator/Eng. III	\$123
1003	Asst. Utility Coordinator/Eng. II	\$117
1004	Technical Assistant	\$96
1005	Lead Prof. Land Surveyor	\$109
1006	Asst. Prof. Land Surveyor	\$93
1007	Surveyor Tech III	\$72
1008	Surveyor Tech II	\$52

EXHIBIT E

1009	Survey CAD Technician I	\$70
1010	GIS Specialist	\$95
	ACCOUNTING	
1100	Accounting Manager	\$173
1101	Accountant	\$94
1102	Accounting Clerk	\$58
	LEGAL	
1200	Attorney	TBD
1201	Legal Assistant	TBD
	SUPPORT STAFF	
1300	Contract Administrator	\$90
1301	Clerical	\$72
1302	Intern	\$54
1303	Student Intern	\$43
Notes:		
1. Overtime premium is 1.5 of above rates .		
2. Rates are subject to annual adjustment per Agreement.		
3. Hourly cost = Base Rate x 2.875 (based on 2014 wages)		

End of Exhibit

EXHIBIT F

To The

Program Management Agreement

Richland County

Exhibit F

Reimbursable Expenses and Direct Cost

Reimbursable cost shall be invoiced on a monthly basis at actual cost to the Contractor. Those cost to be reimbursed are as follows.

1. The cost of the PDT office and improvements to the building not included in the LNTP, furnishings, supplies and similar type items. The remainder or unused portion of the lease shall be transferrable to the County upon request.
2. The cost of all equipment such as printers, servers, appliances, computers, docking stations, digitizer boards, laptops, tablets, software, licenses, IT system administration services, etc.
3. The cost of utilities, regime fees, custodial, telephone, cellular telephones, cellular plans and internet service for PDT office.
4. The cost of document reproductions provided by outside vendors, postage and parcel delivery charges.
5. The cost of videography, live streaming, recording equipment and related services as may be required for Program or Projects.
6. That portion of the reasonable expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.
7. Legal, mediation and arbitration costs, including attorneys' fees with prior approval of the County, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor in the performance of the Work.
8. All costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
9. Cost of Pool Vehicles for the both the Contractor and County personnel use. Pool Vehicles purchased shall become the property of the County at the end of the Agreement or at the County's request be sold and proceeds from the sale turned over to the County. If replacement becomes necessary for pool vehicles the proceeds from the sale of those vehicles will be applied to the purchase replacement vehicles. The cost to provide fuel, insurance, taxes, tags and maintenance for the Pool Vehicles.
10. A vehicle allowance of \$1200 per month for all non-pool vehicles assigned to Contractor personnel and subcontractor personnel assigned to the Program, provided those positions and employees are customarily assigned vehicles. This monthly allowance shall be all inclusive and cover the cost of fuel, insurance, depreciation and maintenance, etc..
11. The IRS approved mileage rate will be reimbursed to those personnel using personal vehicles in the performance of the Work.
12. Rental charges for temporary facilities, machinery, equipment, rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Equipment rented from the Contractor will be charged at 80% A.E.D. rates.
13. Reimbursable expenses may also include services normally arranged for and managed by the County. This would include items such as surveying, drawing and specification reproduction (including distribution costs), signs, control photographs, licenses and other miscellaneous items required by the Owner and not assigned to any direct construction contract.

14. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the County.
15. Fees and assessments for permits and for other permit cost, grant production and applications cost paid at the request of the County.
16. Fees and cost of laboratories for all tests and materials testing (Independent Assurance, etc,) as required by the County.

End of Exhibit F.

EXHIBIT G

To The

Program Management Agreement

Richland County

Exhibit G

Right of Way Acquisition Services

TASK 2 -- R/W Acquisition Per Parcel Fee	Negotiations	Cost Estimates	Appraisals	Appraisal Reviews	Titles	Relocations	Exhibits	Task Totals
Category 1: Permission Parcels/Recorded gratis parcel (easement)	\$1,680				\$450			\$2,130
Category 2: Parcels secured by cost estimate	\$2,220	\$200			\$450		\$150	\$3,020
Category 3: Parcels secured by Appraisal - simple	\$2,220	\$200	\$1,800	\$450	\$450		\$150	\$5,270
Category 4: Parcels secured by Appraisal - complex	\$2,220	\$200	\$2,500	\$450	\$450		\$150	\$5,970
Category 5: Parcels requiring relocation assistance	\$2,220	\$200	\$3,000	\$450	\$450	\$7,500	\$150	\$13,970

***Notes:**

1. Appraisal fees may vary, dependent upon parcel. This chart provides a minimum (simple) to a maximum (complex).
2. If a permission parcel requires converting to a R/W acquisition parcel, the fees will adjust accordingly
3. R/W Relocation fees can vary from simple (i.e. billboards = \$4200) to complex (i.e. business relocation = \$7500). Shown in the chart is the fee for complex - business relocation. This relocation fee would be adjusted accordingly for the relocation type.
4. Title opinion updates would be an additional \$125.
5. Mortgage releases are not included in the R/W Acquisition fees, but if required, they could range from \$350-\$750 per mortgage.
6. Condemnation Packets would be an additional \$150 per parcel. These would be prepared and submitted to the County's designated condemnation attorney.
7. Mentoring for April James (iRealty) would be \$100/hr. for 380 hours for a total of \$38,000. R/W Agent, Alan Wells, may also mentor April James in place of R/W Manager and would be compensated \$100/hr. Mentoring for Brian DeQuincey Newman would be up to 190 hours as per BDN rate schedule for a total amount not to exceed of \$38,000.

EXHIBIT H

To The

Program Management Agreement

Richland County

**Cooperative Intergovernmental Agreement
Between
Richland County, South Carolina
And
South Carolina Department of Transportation
For
Richland County Sales Tax Transportation Program**

THIS AGREEMENT is made this 7th day of February, 2014, by and between Richland County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as SCDOT.

WITNESSETH THAT:

WHEREAS, the County and the SCDOT 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 SCDOT 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 SCDOT 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 SCDOT 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 SCDOT's right of way will fall under

the terms of this agreement unless changes are approved by the SCDOT 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 SCDOT agree that regular and thorough communication about this work is essential to the effective execution of the Program. The County and SCDOT 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 SCDOT on an as-needed basis.

2. Additional coordination meetings will be planned and mutually agreed upon as necessary to coordinate the work.

B. The SCDOT 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 SCDOT:

A. The County shall prepare, in the SCDOT'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 SCDOT. The SCDOT agrees to expedite the review and approval of necessary environmental documentation as it applies within the SCDOT's authority. The SCDOT 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 SCDOT 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 SCDOT's part, or the part of any employee or agent of the SCDOT 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 SCDOT to maintain the Project until such time as all rights of way and other property rights are turned over to the SCDOT after the completion of the Project. The SCDOT 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 SCDOT for costs incurred as part of the SCDOT's reviews, coordination, and oversight. The SCDOT 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 SCDOT or other sources or as otherwise provided for in this agreement.

V. GENERAL PROVISIONS:

A. Conformance:

All Projects shall be developed and constructed to SCDOT 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 SCDOT 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 SCDOT 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 SCDOT 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 SCDOT 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 SCDOT in coordinating and negotiating with the agency to secure the permits. All work performed must be in accordance with the SCDOT'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 SCDOT. 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 SCDOT for all roads in the state system.

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

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations, or as otherwise specified by the SCDOT. 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 SCDOT 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 SCDOT 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 SCDOT'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 SCDOT administration or assistance with administration of the Project that would be most advantageous in securing that funding.
7. The SCDOT's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to the County within 30 business days of the time the County submits the pavement design for review.
8. The SCDOT 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 SCDOT 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 SCDOT's reviewer. Design reviews will be accomplished by the SCDOT and review comments will be returned to the County within 25 business days of the time the County submits the review documents to the SCDOT. The County will notify the SCDOT 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 SCDOT 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 SCDOT.
9. Design plans and documents submitted for reviews by the SCDOT 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 SCDOT'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 SCDOT 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 SCDOT's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the SCDOT for construction of individual Projects by the County. The SCDOT 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 SCDOT, 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:
 - 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 SCDOT right of way, and per an existing agreement with the SCDOT, 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 for municipal, county and special purpose district owned and operated utilities, the County, may elect to use Program funds for all or part of such utility relocation costs.
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.
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 SCDOT rights of way, or to be relocated to a point within SCDOT 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 SCDOT 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 SCDOT 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 SCDOT 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 SCDOT 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 SCDOT 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 SCDOT's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from the SCDOT'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 SCDOT. The reviewed appraisal must be approved by the SCDOT's right-of-way representative prior to the offer to purchase being made to the Landowner.
- c. Secure approval from the SCDOT'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 SCDOT. 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 SCDOT's Relocation Manual. All relocation housing payment offers shall be approved by the SCDOT 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 SCDOT 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 SCDOT 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 SCDOT 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 SCDOT'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 SCDOT if there is a circumstance where there may be any significant deviation from the contract documents.
- 2. The County and the SCDOT agree to conduct a final inspection of the completed Project prior to acceptance of the work by the SCDOT.

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, SCDOT 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 SCDOT 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 SCDOT's Construction Manual.
5. The County shall coordinate with the SCDOT 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 SCDOT of the date for final inspection of the work. The County and the SCDOT 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 SCDOT in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The SCDOT agrees to respond to the County within 20 business 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 SCDOT, the Project will be presented by SCDOT Staff to the SCDOT Commission. The Commission will determine if additional mileage is to be accepted by the SCDOT.
6. The SCDOT shall conduct construction oversight on all State-maintained roadways at the discretion of the Deputy Secretary for Engineering. All SCDOT costs associated with construction oversight shall be reimbursed by the County in accordance with section IV.C.
 - 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 SCDOT's Construction Manual.
 - b. The SCDOT 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 SCDOT's Construction Manual.

- c. The SCDOT may at any time ask for, and the County shall immediately provide, any construction inspection or testing related documents. The SCDOT 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 SCDOT's Quality Management Team at the discretion of the SCDOT.
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 SCDOT agree as follows:
- a. Weekly Project field reviews will be made by the County and the SCDOT's construction representatives to discuss project status, mutual concerns and construction issues.
 - b. Contract documents will be furnished to the SCDOT.
 - c. Copies of test results will be submitted to the SCDOT so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the SCDOT.
 - 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 SCDOT's Supplemental Specification on Seeding and Erosion Control Measures, latest edition. Observations will be documented on the SCDOT'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.
8. The County shall obtain SCDOT 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 SCDOT 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

SCDOT'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 SCDOT shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the SCDOT 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 SCDOT before the completion of that individual County Project, the County and the SCDOT will develop agreements to outline provisions that would be beneficial to both the County Projects and the SCDOT 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 SCDOT 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 SCDOT of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the SCDOT 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 SCDOT, 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 SCDOT 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 SCDOT.

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 SCDOT'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 SCDOT 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 SCDOT of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the SCDOT'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 SCDOT 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 SCDOT, the County shall assure that those warranties are assignable.
2. The County shall take all steps necessary to transfer to the SCDOT 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 SCDOT shall cooperate and consult with each other with respect to those Projects intended to be turned over to the SCDOT 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 SCDOT. These four members shall choose

a fifth member employed neither by the County nor the SCDOT. 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 SCDOT. The board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between the County and the SCDOT 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 SCDOT 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 SCDOT'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.

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 SCDOT 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 SCDOT:

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

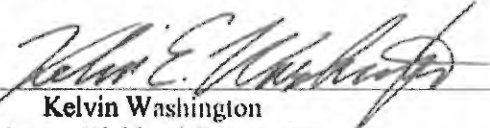
Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

IGA-25-14

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

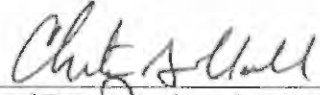
By: 
Kelvin Washington
Chairman, Richland County Council

Attest: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

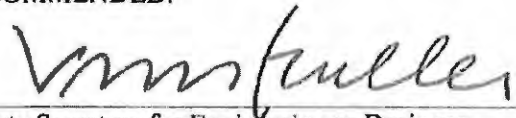
SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

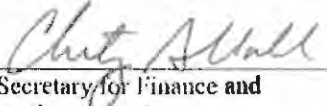
ASD

By: 
Secretary of Transportation *ACTING*

Attest: 

RECOMMENDED:

By: 
Deputy Secretary for Engineering or Designee *AKP*

By:  *AW*
Deputy Secretary for Finance and
Administration of Designee

By: 
Chief Procurement Officer or Designee

CERTIFICATION OF SCDOT

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.

1/31/2014

(Date)

Vmm fuller

(SCDOT 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 SCDOT 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.

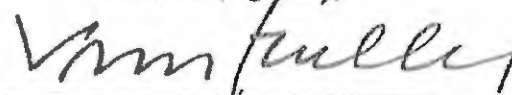
(Date)

1/31/2014

(Date)



COUNTY (Signature)



SCDOT (Signature)

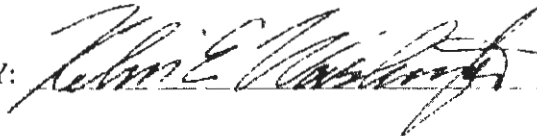
(Signature)

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: _____



SCDOT 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 SCDOT certifies on behalf of the SCDOT that the SCDOT 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 SCDOT'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).

SCDOT: Wm Fuller

Attachment "A"
List of Projects



2012 Roadway Projects			
Type	Project Name	Begin Location	End Location
Widening	Pineview Rd	Bluff Rd	Garners Ferry Rd
Widening	Atlas Rd	Bluff Rd	Garners Ferry Rd
Widening	Clemson Rd	Old Clemson Rd	Sparkleberry Crossing Rd
Widening	Hardscrabble Rd	Farrow Road	Lake Carolina Blvd
Widening	Blythewood Rd	Syrup Mill Rd	I-77
Widening	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd
Widening	Broad River Rd	Royal Tower Rd	I-26 (Exit 97)
Widening	Shop Rd	I-77	George Rogers Blvd
Widening	Polo Rd	Mallet Hill Rd	Two Notch Rd
Widening	Bluff Rd	I-77	Rosewood Dr
Widening	Blythewood Rd	Winnsboro Rd	Syrup Mill Rd
Widening	Soars Creek Church Rd	Two Notch Rd	Percival Rd
Widening	North Main Street (Phases IA2 & III, II & IV)	Anthony Avenue	Fuller Avenue
Widening	Leesburg Road	Fairmont Rd	Lower Richland Blvd
Special	Shop Road Extension	na	na
Special	Kelly Mill Rd	na	na
Special	Assembly Street RR Grade Separation	na	na
Intersection	Clemson Rd. and Rhame Rd./North Springs Rd.	Clemson Rd.	Rhame Rd./North Springs Rd.
Intersection	Farrow Rd. and Pisgah Church Rd.	Farrow Rd.	Pisgah Church Rd.
Intersection	Wilson Blvd. and Pisgah Church Rd.	Wilson Blvd.	Pisgah Church Rd.
Intersection	North Main St. and Monticello Rd.	North Main St.	Monticello Rd.
Intersection	Broad River Rd. and Rushmore Rd.	Broad River Rd.	Rushmore Rd.
Intersection	Wilson Blvd. and Killian Rd.	Wilson Blvd.	Killian Rd.
Intersection	Garners Ferry Rd. and Harmon Rd.	Garners Ferry Rd.	Harmon Rd.
Intersection	Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.)	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill Rd.)
Intersection	North Springs Rd. and Risdon Way	North Springs Rd.	Risdon Way
Intersection	Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd.	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.
Intersection	Bull St. and Elmwood Ave.	Bull St.	Elmwood Ave.
Intersection	Screaming Eagle Rd. and Percival Rd.	Screaming Eagle Rd.	Percival Rd.
Intersection	Kennerly Rd. and Conglar Rd./Steeple Ridge Rd.	Kennerly Rd.	Conglar Rd./Steeple Ridge Rd.
Intersection	North Springs Rd. and Harrington Rd.	North Springs Rd.	Harrington Rd.
Interchange	I-20/ Broad River Rd.	I-20/ Broad River	I-20/ Broad River

2012 Bike / Pedestrian / Greenway Projects			
Type	Location	Highway Name 1	Highway Name 2
Intersection	Broad River Rd and Bush River Rd		
Intersection	Huger St and Gervais St		
Intersection	Elmwood Ave and Park St		
Intersection	Main St and Elmwood Ave		
Intersection	Elmwood Ave and Bull St		
Intersection	Two Notch Rd and Alpine Rd		
Intersection	Two Notch Rd and Malingate Dr/Windsor Lake Blvd		
Intersection	Two Notch Rd and Brickyard Rd		
Intersection	Two Notch Rd and Sparkleberry Ln		
Intersection	Blossom St and Saluda Ave		
Intersection	Davins St and Harden St/Santee Ave		
Intersection	Two Notch Rd and Decker Blvd/Parklane Rd		
Intersection	Huger St and Blossom St		
Intersection	Huger St and Greene St		
Intersection	Huger St and Lady St		
Intersection	Assembly St and Gervais St		
Intersection	Assembly St and Washington St		
Intersection	Assembly St and Laurel St		
Intersection	Assembly St and Calhoun St		
Intersection	Rosewood Dr and Marion St		
Intersection	Rosewood Dr and Pickens St		
Intersection	Rosewood Dr and Harden St		
Intersection	Rosewood Dr and Holly St		
Intersection	Rosewood Dr and Ott Rd		
Intersection	Rosewood Dr and Killbourne Rd		
Intersection	Rosewood Dr and Baltimore Blvd		
Intersection	Harden St and Gervais St		
Intersection	Garners Ferry and Atlas Road (1)		
Intersection	Garners Ferry Rd and Hallbrook Dr / Pineview Rd (2)		
Intersection	Two Notch Rd and Polo Rd (3)		
Intersection	Polo Rd and Mallet Hill Rd (4)		
Intersection	Assembly St and Greene St (5)		
Intersection	Assembly St and Pendleton St (6)		
Sidewalk	Assembly St	Whaley St	Beltline Blvd
Sidewalk	Clemson Rd	Longtown Rd	Two Notch Rd
Sidewalk	Colonial Dr	Harden St	Academy St
Sidewalk	Broad River Rd	Graystone Blvd	Broad River Bridge
Sidewalk	Blossom St	Williams St	Huger St
Sidewalk	Gervais St	450' west of Gist St	Gist St
Sidewalk	Alpine Rd	Two Notch Rd	Percival Rd
Sidewalk	Blythewood Rd	I-77	Main St
Sidewalk	Broad River Rd	Harrison Blvd	Bush River Rd
Sidewalk	Superior St	Whaley St	Airport Blvd
Sidewalk	Leasburg Rd	Garners Ferry Rd	Semmes Rd
Sidewalk	Two Notch Rd	Alpine Rd	Spears Creek Church Rd
Sidewalk	Gervais St	Gist St	Huger St
Sidewalk	Huger St	Blossom St	Gervais St
Sidewalk	Broad River Rd	I-26	Harrison Blvd
Sidewalk	Park St	Gervais St	Senate St
Sidewalk	Polo Rd	Mallet Hill Rd	Alpine Rd
Sidewalk	Clemson Rd	Two Notch Rd	Percival Rd
Sidewalk	Bratton St	King St	Maple St
Sidewalk	Franklin St	Sumter St	Bull St
Sidewalk	Fort Jackson Blvd	Wildcat Rd	I-77
Sidewalk	Grand St	Shreeley St	Hydrick St
Sidewalk	Jefferson St	Sumter St	Bull St
Sidewalk	Lyon St	Gervais St	Washington St
Sidewalk	Magnolia St	Two Notch Rd	Pinehurst Rd
Sidewalk	Mildred Ave	Westwood Ave	Duke Ave
Sidewalk	School House Rd	Two Notch Rd	Ervin St
Sidewalk	Senate St	Gladden St	Kings St
Sidewalk	Shandon St	Wilmot St	Wheat St
Sidewalk	Wildwood Ave	Montcalio Rd	Ridgewood Ave
Sidewalk	Windsor St	Two Notch Rd	Belvedere Dr
Sidewalk	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd
Sidewalk	Harrison Road	Harrison Rd	Harrison Rd
Sidewalk	Koon	Malinda Road	Farmview Street
Sidewalk	Pinehurst	Harrison Road	Forest Drive
Sidewalk	Prospect	Wilmot Avenue	Yale
Sidewalk	Sunset	Elmhurst Road	River Drive
Sidewalk	Veterans	Garners Ferry Road	Wormwood Drive
Sidewalk	Veterans	Coachmaker Road	Coatsdale Road
Sidewalk	Percival Road	Forest Dr	Decker Blvd
Sidewalk	Polo Rd (7)	Two Notch Rd	Mallet Hill Rd
Sidewalk	Bluff Rd (8)	Rosewood Dr	Beltline Blvd
Sidewalk	Atlas Rd (9)	Fountain Lake Way	Garners Ferry Rd
Sidewalk	Broad River Rd (10)	Royal Tower Rd	Woodrow St
Sidewalk	Broad River Rd (11)	Lake Murray Blvd	Western Ln

2012 Bike / Pedestrian / Greenway Projects			
Type	Location	Highway Name 1	Highway Name 2
Bikeways	Broad River Rd	Greystone Blvd	Broad River Bridge
Bikeways	Harden St	Devine St	Rosewood Dr
Bikeways	Trenholm Rd	South of Dent Middle School	Decker Blvd
Bikeways	Two Notch Rd	Beltline Blvd	Parklane Rd
Bikeways	Hampton St	Pickens St	Harden St
Bikeways	Pendleton St	Lincoln St	Marion St
Bikeways	Sumter St	Washington St	Senate St
Bikeways	Beltline Blvd/Devine St	Rosewood Dr	Chateau Dr
Bikeways	Beltline Blvd	Forest Dr	Valley Rd
Bikeways	Beltline Blvd/Colonial Dr/Farrow Rd	Harden St	Academy St
Bikeways	Bonham Rd/Devereaux Rd/Heathwood Cir/Kilbourne	Blossom St	Fort Jackson Blvd
Bikeways	Chester St/Elmwood Ave/Wayne St	Hampton St	Park St
Bikeways	Clement Rd/Duke Ave/River Dr	Main St	Monticello Rd
Bikeways	Edgefield St/Park St	Calhoun St	River Dr
Bikeways	Gervais St/Gladden St/Hagood Ave/Page St/Senate	Millwood Ave	Beltline Blvd
Bikeways	Sumter St	Blossom St	Wheat St
Bikeways	Huger St/Lady St/Park St	Gervais St (east)	Gervais St (west)
Bikeways	Ott Rd	Jlm Hamilton Blvd	Blossom St
Bikeways	Saluda Ave	Wheat St	Greene St
Bikeways	Wheat St	Sumter St	Assembly St
Bikeways	Blossom St	Williams St	Huger St
Bikeways	Gervais St	450' west of Gist St	Gist St
Bikeways	Assembly St	Blossom St	Rosewood Dr
Bikeways	Beltline Blvd	Rosewood Dr	Devine St
Bikeways	Broad River Rd	Bush River Rd	Greystone Blvd
Bikeways	Broad River Rd	Harbison Blvd	Bush River Rd
Bikeways	Decker Blvd/Parklane Rd/Two Notch Rd	Two Notch Rd	Perdval Rd
Bikeways	Fort Jackson Blvd	Devine St	Newell Rd
Bikeways	Garners Ferry Rd	Rosewood Dr	True St
Bikeways	Gervais St	Park St	Millwood Ave
Bikeways	Onell Ct	Decker Blvd	Parklane Rd
Bikeways	Rosewood Dr	Bluff Rd	Garners Ferry Rd
Bikeways	Leesburg Rd	Garners Ferry Rd	Semmes Rd
Bikeways	Gervais St	Gist St	Huger St
Bikeways	Huger St	Blossom St	Gervais St
Bikeways	Shop Rd	Beltline Blvd	Pineview Dr
Bikeways	Blossom St	Assembly St	Sumter St
Bikeways	Bull St	Elmwood Ave	Victoria St
Bikeways	Main St	Elmwood Ave	Sunset Dr
Bikeways	Elmwood Ave	Wayne St	Proposed Greenway Connector
Bikeways	Broad River Rd/Lake Murray Blvd	I-26	Harbison Blvd
Bikeways	Blythwood Rd	Winnsboro Rd	Main St
Bikeways	Clemson Rd	Longtown Rd	Brook Hollow Dr
Bikeways	Clemson Rd	Summit Pky	Perdval Rd
Bikeways	Alpine Rd	Two Notch Rd	Perdval Rd
Bikeways	Polo Rd	Two Notch Rd	640' south of Mallet Hill Rd
Bikeways	Clemson Rd	Brook Hollow Dr	Summit Pky
Bikeways	Two Notch Rd	Alpine Rd	Spears Creek Church Rd
Bikeways	Pickens St	Washington St	Rosewood Dr
Bikeways	Assembly St	Blossom St	Rosewood Dr
Bikeways	Greene St	Assembly St	Bull St
Bikeways	Bull St/Henderson St/Rice St	Wheat St	Heyward St
Bikeways	Blossom St	Huger St	Assembly St
Bikeways	Whaley St	Lincoln St	Pickens St
Bikeways	Whaley St	Lincoln St	Church St
Bikeways	Craig Rd	Harrison Rd	Covenant Rd
Bikeways	Shop Rd (12)	George Rogers Blvd	Northway Rd
Bikeways	Bluff Rd (13)	Berea Rd	Beltline Blvd
Bikeways	Shop Rd (14)	Northway Rd	Beltline Blvd
Bikeways	Bluff Rd (15)	Rosewood Dr	Berea Rd
Bikeways	Wilson Blvd (16)	I-77	Farrow Rd
Bikeways	Broad River Rd (17)	Woodrow St	I-26 (Exit 97)
Bikeways	Hardscrabble Rd (18)	Farrow Rd	Lee Rd
Bikeways	Hardscrabble Rd (19)	Lee Rd	Lake Carolina Blvd
Bikeways	Pineview Rd (20)	Bluff Rd	Garners Ferry Rd
Bikeways	Atlas Rd (21)	Bluff Rd	Garners Ferry Rd
Bikeways	Broad River Rd (22)	Royal Tower Rd	Woodrow St
Bikeways	Broad River Rd (23)	Lake Murray Blvd	Western Ln
Bikeways	Dutch Fork Rd (24)	Broad River Rd	Rauch Metz

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 SCDOT 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 SCDOT. The County and the SCDOT agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the SCDOT's Program Manager, the following procedure will be adhered to by the County and the SCDOT. 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 SCDOT 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
Program Manager	District Engr. Adminlstrator	Director of Transportation	2
			
Director of Preconstruction	Director of Construction	Director of Transportation	3
			
Dep. Secretary for Engineering	Dep. Secretary for Engineering	County Adminlstrator	5

The Deputy Secretary for Engineering 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 Deputy Secretary for Engineering 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.

EXHIBIT I

To The

Program Management Agreement

Richland County



RICHLAND COUNTY OFFICE OF PROCUREMENT AND CONTRACTING

NOTICE TO PROCEED

August 1, 2014

MB Kahn
101 Flint Lake Road
Columbia, SC 29223

SUBJECT: Limited Notice to Proceed Contract-Program Development Team

This is formal notification to proceed with the requirements identified in: **RC-Q-2014--PDT** issued for a **Program Development Team for the Transportation Program**. A contract number shall be assigned and must be referenced on all relative correspondences, invoices and pay applications.

Change request for this project must have prior written approval from the Assistant Director of Procurement prior to performance and payment. Contracting Officer Representative (COR) is **Rob Perry, Director of Transportation** and his authority is outlined in attached appointment letter. The COR can be reached at: telephone # **803-576-1526** and email: perryr@rcgov.us

Please acknowledge receipt and acceptance of this Notice to Proceed/Agreement by executing and returning with original signature and proof of insurance to this office no later than ten (10) business days from date of this letter. Should you have any questions or concerns please feel free to contact me at the address, telephone and fax numbers shown. I can also be reached at: cswofford@rcgov.us

Please indicate Start Date: 8-04-2014

Sincerely,

ACKNOWLEDGEMENT/ACCEPTANCE

Signature

Christy Swofford, CPPB
Assistant Director, Procurement & Contracting

Name: **Rick W. Ott**
Title: **Sr. Exec. VP**
Date: **8-4-2014**
Telephone Number: **803-517-5346**
Fax Number:
Email: **ott@mbkahn.com**

cc: Rob Perry, P.E.
Director of Transportation

**AGREEMENT BETWEEN
RICHLAND COUNTY, SOUTH CAROLINA
AND
M. B. KAHN CONSTRUCTION CO., INC. ON
BEHALF OF THE RICHLAND COUNTY PROGRAM DEVELOPMENT TEAM
RELATED TO THE LIMITED NOTICE TO PROCEED**

SECTION I. GENERAL RECITALS

This agreement (this "Agreement"), made and entered into this Twenty Eighth day of July, 2014, by and between the Richland County, South Carolina, hereinafter referred to as the "County," and M. B. Kahn Construction Co., Inc., a corporation organized and existing under and by virtue of the laws of the State of South Carolina and qualified to do business in the State of South Carolina, with its principal offices located in Richland County, on behalf of the Project Development Team (hereinafter defined), hereinafter referred to as "Kahn."

WITNESSETH:

WHEREAS, pursuant to Ordinance No. 039-12HR, the provisions of Title 4, Chapter 37, Code of Laws of South Carolina, 1976, as amended, and a successful referendum on November 6, 2012, a one percent transportation sales and use tax was imposed in the County;

WHEREAS, the County is beginning the process to undertake the projects identified in the referendum;

WHEREAS, on May 8, 2014, the County issued a Request for Qualifications (RC-Q-2014—PDT) (the "RFQ") for services of a Program Development Team (the "PDT");

WHEREAS, as the result of the RFQ, ICA/Brownstone/MBKahn was selected as the PDT and on July 2, 2014, a Notice of Intent to Award was issued;

WHEREAS, the County anticipates entering into a long-term agreement (the "Final Contract") with the PDT with respect to the full scope of services specified in the RFQ; however, prior to the completion of the Final Contract, the County has issued a limited notice to proceed which will allow the PDT to undertake the initial steps to begin providing services prior to the conclusion of the negotiation of the Final Contract.

WHEREAS, the PDT has provided a Scope of Services and Fee Proposal for Limited Notice-to-Proceed, Richland County Transportation Penny Sales Tax Program Development dated July 15, 2014, as amended by Amendment One dated July 21, 2014 (the "Proposal") related to the limited notice to proceed, which identifies the tasks which will be authorized to be undertaken pursuant to the limited notice to proceed together with fees associated with each task; and

WHEREAS, it is in the best interest of the County to incorporate the terms of the Proposal into this Agreement.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

SECTION II. INCORPORATION OF PROPOSAL

The Proposal, attached hereto and incorporated herein by reference, is approved and made part of this Agreement.

SECTION III. GENERAL PROVISIONS

1. This Agreement authorizes only those tasks identified in the Proposal as such may be amended or supplemented from time to time in writing.

2. The term of this Agreement shall be for ninety (90) days, which term may be extended by written agreement of the parties.

3. Each task identified in the Proposal shall be initiated during the term of this Agreement; each task marked with an asterisk shall be completed during the term of this Agreement unless additional time is authorized in writing by the County; completion of each task not marked with an asterisk shall extend beyond the term of this Agreement.

4. The amount authorized to be expended under this Agreement is \$2,576,454 together with a 10% contingency in the amount of \$257,645. Expenditure of amounts reflected in the contingency shall be at the direction of the County Director of Transportation. The fee for each task shall not exceed the amount specified in the Proposal unless agreed to in writing by the County Director of Transportation prior to the incurrence of the additional expense. Any additional fees, if approved, must be accommodated within the contingency amount. Fees may be invoiced upon the completion of discreet identifiable portions of each task or, where appropriate, upon satisfactory progress on each task as determined by the County Director of Transportation. Invoices must be on a form acceptable to the County and identify SLBE/DBE participation. Failure to complete any portion of a task as scheduled or failure to make satisfactory progress may result in withholding some or all of the fee for such task.

5. The County shall be responsible for cooperating with the PDT in making appropriate County staff available as identified in each task. Each task shall be coordinated with the County Director of Transportation and other County departments as appropriate.

6. At all times during the term of this Agreement and in completing its tasks, the PDT and its individual members shall be independent contractors, shall not be considered agents or employees of the County, and shall not be authorized to bind the County with respect to third party agreements.

7. The following provisions included in the Request for Qualifications (the RC-Q-2014—PDT) shall apply to this Agreement and are incorporated by reference: Definitions; Acts, Laws and Regulations; Successorship and Assignment; Contract Modification; Audit and Records; Governing

Laws/Disputes; Indemnification; Non-Appropriations; Other Work; Ownership; Payment; Confidential Information; Contractor is Solely Responsible for the Performance of its Subcontractors; Termination for Convenience; Termination for Cause; Prompt Payment; and Insurance.

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

RICHLAND COUNTY, SOUTH CAROLINA

Recommended: Ad Perry

Title: Director of Transportation

Approved: [Signature]

Title: Hst. Director Procurement

Richland County Attorney's Office
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

M. B. KAHN CONSTRUCTION CO., INC. ON BEHALF OF THE PROJECT DEVELOPMENT TEAM

Approved: [Signature]

Title: Sp. Exec V.P.

Scope of Services & Fee Proposal for Limited Notice-to-Proceed (LNTP)
Richland County Transportation Penny Sales Tax Program Development
July 15, 2014
Amendment One, July 21, 2014

INTRODUCTION

The Richland County Program Development Team (PDT), ICA/Brownstone/M.B. Kahn, has been requested to provide a proposal for initial program development tasks and services to initiate the County's Transportation Penny Sales Tax program. M. B. Kahn will be the contracting entity for the administration of the PDT. The specific services proposed at this time include the following items that are anticipated to be initiated/completed over the next 90 days. Those tasks that have an "*" indicates that the task will be completed in the first 90 days.

Task 1 – Project Management; Fee - \$400,000

The Leadership Team will consist of the senior personnel listed below. The Leadership Team will be augmented/supported by additional staff such as accounting, human resources, and other administrative personnel.

<u>Name</u>	<u>Company</u>	<u>Position</u>
Sonny Timmerman	M. B. Kahn	Senior Program Manager
David Beaty	ICA Engineering, Inc.	Deputy Program Manager
Dale Collier	Brownstone	Procurement Director
J. C. "Clem" Watson	ICA Engineering, Inc.	Construction Eng. Manager
Jennifer Bragg	Davis & Floyd	Assistant Program Manager
Anthony Lawrence	Brownstone	Assistant Program Manager
Ross Tilton	M. B. Kahn	Program Administrator

The Leadership Team will be responsible for the overall management, implementation, supervision, coordination, and operation of the entire program. Individual members of the Leadership Team will be involved in every task undertaken during the initial 90 day phase. The Leadership Team listed above will have daily oversight of the deliverables required of the initial 90 days of the program. These deliverables will include office set-up and mobilization, project ranking, validation of project scopes and estimates, the project delivery plan, development of design/build packages for six intersections, compilation of resurfacing contracts, project meetings, implementation of project controls, preparation of a utility coordination manual, preparation of a ROW acquisition process, finalize the scope for the SE Richland Neighborhood Improvements, initiation of the Public Involvement Plan for the Program, and Development of Procurement Processes and Procurement for Community Block Grant Development Road Paving Projects. The tasks are further defined below and will be staffed appropriately with additional personnel as required for the initiation, continuation, and/or completion of these tasks over the next 90 days.

**Scope of Services & Fee Proposal for Limited Notice-to-Proceed (LNTP)
Richland County Transportation Penny Sales Tax Program Development**

July 15, 2014

Amendment One, July 21, 2014

The Leadership Team will initiate and coordinate kick-off meetings and schedule follow-up meetings with other government entities (OGE's) as needed to insure compliance with all appropriate regulatory agencies. At a minimum, the agencies to be contacted include SCDOT, City of Columbia, and Central Midlands Regional Transit Authority. Other OGE's will be added as the program progresses and others are identified.

Task 2 - Mobilization*; Fee - \$560,878

The PDT will locate, lease, and set up office space with the following parameters for the team:

- Space must be located within Richland County and be available immediately for leasing & up-fit as required
- Estimated space requirement is 7,500sf to 10,000sf.to include the following:
 - 1 large conference room and 1-2 smaller conference rooms
- Minimum of 20 individual offices to include:
 - Senior Program Manager
 - Deputy Program Manager
 - Public Information Officer
 - Program Administration
 - Construction Engineering Manager
 - Assistant Program Managers (2)
 - Right-of-Way
 - Program Controls Manager
 - Procurement
 - 4 Project Managers
 - Financial Manager
 - Utility Coordinator
- Space for up to 4 interns
- Space for support staff

Scope of Services & Fee Proposal for Limited Notice-to-Proceed (LNTP)
Richland County Transportation Penny Sales Tax Program Development
July 15, 2014
Amendment One, July 21, 2014

- Adequate parking for staff, visitors, & public
 - Free parking strongly preferred
 - Surface parking preferred
- Set-up of the office will include the procuring & installing the following:
 - Design services for office fit-up (as required)
 - Tenant improvements (as required)
 - Building signage (interior & exterior)
 - Furnishings
 - Communications infrastructure
 - Utility connections/services
 - Computers
 - Multi-function printer/copiers
 - Multi-media equipment
 - Office supplies
 - Janitorial service
 - Permits/licenses/etc.

The amount identified to be paid for this task is a maximum amount. The PDT shall use best efforts to complete this task under budget. Final payment and reimbursement for expenses shall be agreed upon between the County and the PDT and shall not exceed the actual expenditures necessary to complete this task.

Task 3 - Validation of Project Scopes & Estimates*; Fee - \$245,000

The PDT shall validate the scope on each individual project and update all project cost estimates in conjunction with County Transportation Department. The PDT should anticipate a minimum of three (3) meetings with County staff during the validation process.

Updating the project cost estimates for the road widenings and intersection improvements shall consist of applying the validated scope to ortho photography, LIDAR ground elevation data, and GIS parcel data obtained from the County.

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The proposed design shall be developed in Microstation in both a plan view and cross section which will allow the PDT to determine the major plan view quantities (such as paving, curb and gutter, drainage, signalization, and sidewalk) as well as the earthwork quantities. The PDT will then analyze recent SCDOT Bid Tabulations in order to determine appropriate unit costs to apply to the quantities determined above. The analysis of the recent SCDOT Bid Tabs will also aid the PDT in determining what percentage of construction costs the major items are of the overall project construction costs. Quantities that will not be directly quantified will consist of items such as mobilization, moving items, removal and disposal items, clearing and grubbing, traffic control, and erosion control.

Once the construction cost has been established for each widening and intersection project, the PDT will apply previously used percentages in order to determine the Construction Engineering and Inspection cost (15% of construction), Engineering cost (10% of construction), Right-of-Way cost (20% of road widening construction and 10% of intersection construction), Utility Relocation cost (15% of road widening construction and 10% of intersection construction) and Contingency costs (15% of construction, CEI, engineering, ROW and utility relocation). The Right-of-Way cost will also consider the geographic location (urban/rural) of the project when considering the estimates. These costs will be added to the construction cost in order to determine the total project cost.

The PDT will update project cost estimates for the bikeways, greenways, and pedestrian accommodations by using recent SCDOT Bid Tabulations as well as similar type projects from other municipalities in order to develop cost per mile or cost per improvement prices and then applying those to the various projects.

Task 4 - Project Ranking*: Fee - \$98,333

The PDT shall develop a Project Ranking List for each project category based upon, among other factors, the criteria approved by County Council. The Director of Transportation, in consultation with the PDT, will make recommendations to County Council regarding applicable criteria for each category (ie, Widening, Intersection Improvements, Greenways, etc.), as well as the "weights" for each criteria. These recommendations will be brought to County Council for review and approval with four (4) iterations anticipated.

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Task 5 - Project Delivery Plan*; Fee - \$86,233

The PDT shall develop a draft CTIP. The draft CTIP shall include: program overview, overall program funding, cash flow modeling, initial project cost estimates and scopes, projects ranking per category, projects per district, alternate funding sources, and project schedules. Once project scope and project cost estimates have been established, the draft CTIP will be updated and routed to the County with three (3) total iterations anticipated. The CTIP will be approved by County Council.

**Task 6 - Development of Design Build Packages for 6 intersections:
Fee - \$410,000**

The PDT will prepare 6 intersection projects that can be incorporated into a Design-Build contract. The preparation will include a two-step (RFQ/RFP) process for the procurement of a design build team. The PDT will begin environmental assessments, surveys, traffic analysis, and other design services to enable these projects for a design build contract.

Included in these design-build documents shall be plan development sufficient to bid the projects and acquire any necessary permits or approved environmental documents. The fee estimate for this item includes the services required to complete this task and will run beyond the 90 days of the LNTP.

The PDT will assist the County in determining whether any of these projects will qualify for federal funding.

Task 7 - Compile Bid Packages for Resurfacing Contracts; Fee - \$18,400

The PDT will initiate the development of bid packages for resurfacing contracts for approximately 13 miles of county roadways identified by County staff. The PDT will make site assessments, determine pavement designs, and collect quantities for the bid packages. The PDT will prepare bid packages for a minimum of 2 contract lettings.

The County will furnish its Construction Engineer to assist with measuring field quantities.

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Task 8- Implementation of Project Controls*: Fee - \$125,408

The PDT will implement the Program Controls systems (TEAMS, Primavera, Document Management), including any startup modifications that are needed and will include the evaluation of integration capabilities with County systems. The implementation will also include developing and documenting processes and procedures (with input from county staff) for Program Controls and Reporting, including:

- Cost Estimating Forms
- Invoice Forms and procedures
- SLBE/DBE tracking and processes
- Monthly and Quarterly Progress Report formats

The PDT will develop financial/cash flow plans and manage the early start projects, which include TEAMS and Primavera set-up (projects, financial plans, costs collection, schedules). The PDT will develop Primavera schedule templates for each project type, and will provide an orientation and training to County staff on use of TEAMS as shall be necessary to allow County staff to become proficient on the use of TEAMS.

Task 9 - Prepare a Utility Coordination Manual*: Fee - \$55,750

The PDT will prepare a Utility Coordination Manual which guides key program team members in the relocation and/or adjustment of both Private and Public sector utilities. The Manual shall describe; roles and responsibilities, utility coordination processes, utility report format, checklists, and forms. This task will include a kickoff meeting with stakeholders (including key utility providers), information collection, and preparation of the manual.

Task 10 - Prepare a R/W Acquisition Process*: Fee - \$112,700

The PDT shall produce a right-of-way acquisition process for the CTIP. This process shall conform to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). It shall include, but not be limited to establishing a standard policy for: title searches and deed work, appraisals, right-of-way exhibits, property acquisition negotiations, property acquisition approval authority hierarchy, property acquisition close-out documents, condemnation proceedings, project right-of-way certifications.

For the Right-of-Way (R/W) Acquisition process, the PDT will investigate the following:

- SCDOT-owned Roadways
 - Review SCDOT's acquisition procedures for application to the Richland County Transportation Program (Program)

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- Review Richland County's current R/W acquisition procedures for possible conflicts with the Intergovernmental Agreement (IGA)/SCDOT's R/W procedures.
- Identify current Richland County procedures that may be in conflict with SCDOT procedures
- Identify areas to streamline the R/W acquisition process
- Richland County-owned Roadways
 - Review local procedures for application to the Program
 - Identify areas to streamline the R/W acquisition process

Utilizing the information gleaned from the R/W Acquisition process investigation, a R/W acquisition guideline will be established for this Program. This guideline would be reviewed and approved by the County.

Ms. April James of iRealty International, through a Mentor-Protégé program with Davis & Floyd, will be trained in the various activities of the R/W program to become a R/W agent. Over the next three months, she will work with the R/W Manager on developing the R/W Acquisition guideline. This will allow her to learn SCDOT's R/W Manual and discuss the similarities and differences between acquiring R/W for SCDOT-owned roadways versus Richland County-owned roadways.

Task 11 – Finalize scope for the SE Richland Neighborhood Improvements*:
Fee - \$93,028

The PDT will conduct two public information meetings and develop a conceptual plan report for:

- US 378 (Gamers Ferry Road) East: from S-37 (Lower Richland Boulevard) to Hunting Creek Road, approximately 1 mile.
- US 378 (Gamers Ferry Road) West: from Gamers Ferry Sports Complex to S-37 (Lower Richland Boulevard), approximately 0.8 mile.
- Rabbit Run Connector: a new road from US 378 (Gamers Ferry Road) to S-2089 (Rabbit Run), approximately 0.5 miles.

This report will refine the project scopes and estimates for the SE Richland Neighborhood Improvements. The Conceptual Plan Report will include:

- Project cost estimate
- Project Schedule
- R/W Impacts
- Public Comment Summary
- Other pertinent information
- Potential Environmental Impacts

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Task 12 - Initiate the Public Involvement Plan for the Program*; Fee - \$171,175

The PDT will develop and initiate the Public Involvement Plan for the program. This will include; Media Kits, Initial stakeholder meetings, and development of public meeting materials. This task will also include the development of the website with:

- Logo Creation & Brand development
- Graphics
- Initial content
- Social media pages – Facebook and Twitter

The fee for this task also includes the Public Relations director time for the first 90 days.

Task 13 - Development of Procurement Processes*; Fee - \$105,000

The PDT will coordinate with County Procurement, SLBE staff and County Attorney's office to begin the implementation of each of these procurement activities. This will include extensive coordination meetings with the County's Procurement Department to develop streamlined strategies and documents for the Penny Tax Program. These efforts will be led by the Team's Procurement Director (Dale Collier) and Procurement Manager (Nancy Hilliard). Procedures will be established to expedite Owner signature of documents, pay application reviews, etc. so as not to slow down payment processes. The standardization of project procurement documents will also be reviewed as the County's Legal Counsel may have to be engaged to review suggested improvements.

Similar coordination meetings will be initiated with the County's SLBE Department to establish guidelines and tracking mechanisms for the program. The Team's MBE Coordinator (Miguel Camacho) will work with the SLBE Department to merge documents utilized on other projects with County Requirements.

**Task 14 - Procurement for Community Development Block Grant Projects*:
Fee - \$5,000**

The PDT will prepare procurement bid documents and facilitate the procurement of contractors for the following Community Development Block Grant road paving projects:

- Pleasant Grove
- Simon Weston Road
- Sumpter Road
- PR Webber Road

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Task 15 – CEI for Package D and 4 CDBG Roads; Fee - \$89,550

The PDT will perform Construction Engineering and Inspection (CEI) services for two dirt road paving projects. The first project is "Package D", three dirt roads (Boylston, Overlook, and Dunes Point with a length of 1.22 miles total). It will have 150 days for contract time from NTP which is tentatively set for July 29th. The second project is 4 CDBG Roads that are a total length of .7 miles.

Fee Summary

*Task	Description	Amount
1	Project Management	\$400,000
2	Mobilization	\$560,878
3	Validation of Project Scopes & Estimates	\$245,000
4	Project Ranking	\$98,333
5	Project Delivery Plan	\$86,233
6	Development of Design Build Packages-6 Intersections	\$410,000
7	Compile Resurfacing Contracts	\$18,400
8	Implementation of Project Controls	\$125,408
9	Prepare Utility Coordination Manual	\$55,750
10	Prepare a R/W Acquisition Process	\$112,700
11	Finalize scope for the SE Richland Neighborhood Improvements	\$93,028
12	Initiate the Public Involvement Plan for the program	\$171,175
13	Development of Procurement Processes	\$105,000
14	Procurement for Community Development Block Grant Projects	\$5,000
15	CEI for Package D and 4 CDBG Roads	\$89,550
	Subtotal:	\$2,576,455
	10% Contingency	\$257,645
	Total:	\$2,834,100

Tasks 16 & 17 shall be funded by the 10% Contingency. The PDT shall receive written notification from the County to fund any additional items not specified in this scope of services by the contingency.

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Start of Amendment One

Task 16. Development of Accounting & Invoicing Processes; Fee - \$80,000

The PDT will coordinate with County Finance Department and Transportation Department staff to develop approved accounting processes for the CTIP. This will include extensive coordination meetings with the County's Finance Department to develop streamlined strategies and documents for the Penny Tax Program. An Accounting Procedure Manual will be written to include all of the accounting processes for the entire program. This procedure manual will include at a minimum the following: procedures to control costs: tracking costs by project, Federal and State Grants expenditures, invoice formats, invoice approval, invoice entry, job cost posting, project retention procedures, check writing, fund transfer, fund source tracking, bank reconciliation, month end job cost reporting and monthly cash flow projection with actual and forecasted expenditures by project. The Accounting Procedure Manual developed with the oversight of the County Finance Director shall comply with all Standard accounting procedures.

Task 17. Purchase Pool Vehicles and Equipment

Acquire two to four vehicles for use by County employees and PDT employees. Vehicles will become the property of the County at the conclusion of the CTIP. Vehicle operational maintenance, and insurance costs shall be the responsibility of the PDT.

Task 17 Estimated Cost is \$50,000 to \$100,000.

Total Estimated Cost for Task 16 and 17 is \$130,000 to \$180,000

EXHIBIT J

To The

Program Management Agreement

Richland County

Exhibit J

SLBE Subcontractors and Amounts

at the time of the Effective Date of the Agreement

October 28, 2014

SLBE Subcontractor	Amount*
Brownstone Construction Group	\$ 27,500,000.00
Campbell Consulting Group	\$ 1,500,000.00
BANCO	\$ 1,500,000.00
OLH	\$ 6,900,000.00
Tolleson	\$ 3,750,000.00
iRealty	\$ 313,000.00
Newman Law Firm	\$ 398,000.00
Total	\$ 41,861,000.00
* based on \$81.9mm estimated contract value	
Program Management (lump sum)	\$ 30,100,000.00
Design (negotiated %, 5 year total)	\$ 9,300,000.00
Right of Way (industry standard, 5 year total)	\$ 7,500,000.00
Construction Inspections (negotiated %, 5 year total)	\$ 35,000,000.00
Total	\$ 81,900,000.00