



Richland County Transportation Ad Hoc Committee

June 30th, 2020 - 1:00 PM
Virtual Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Calvin "Chip" Jackson
2. **APPROVAL OF MINUTES** The Honorable Calvin "Chip" Jackson
 - a. Committee Meeting: April 28, 2020 [PAGES 2-7]
3. **ADOPTION OF AGENDA** The Honorable Calvin "Chip" Jackson
4. **ITEMS FOR INFORMATION** Ms. Allison Steele
 - a. Construction Updates
 - b. Design Updates
5. **ITEMS FOR ACTION** Ms. Allison Steele
 - A. Mitigation Credit Sales – Kershaw County, Beechwood at Camden Project [PAGES 8-26]
 - B. Staff Augmentation Additional Selection Approval [PAGES 27-30]
6. **ADJOURNMENT** The Honorable Calvin "Chip" Jackson



Richland County Council
Transportation Ad Hoc Committee
April 28, 2020 – 1:00 PM
Zoom Video Conference
2020 Hampton Street, Columbia 29204

COMMITTEE MEMBERS PRESENT: Calvin “Chip” Jackson, Chair; Paul Livingston, Bill Malinowski, Dalhi Myers and Yvonne McBride

OTHERS PRESENT: Allison Terracio, Chakisse Newton, Michelle Onley, Kimberly Toney, Michael Niermeier, Allison Steele, Jennifer Wladischkin, Leonardo Brown, John Thompson, Mohammed Al-Tofan, , Nathaniel Miller, Michael Maloney, Ali Eliadorani, Sierra Flynn, Kimberly Williams-Roberts, Ashiya Myers, Ashley Powell, Angela Weathersby, Brad Farrar and Stacey Hamm

1. **Call to Order** – Mr. Jackson called the meeting to order at approximately 1:10 PM.
2. **Approval of Minutes: February 25, 2020** – Ms. McBride moved, seconded by Mr. Livingston, to approve the minutes as distributed.

In Favor: Malinowski, McBride, Livingston, Jackson and Myers

The vote in favor was unanimous.

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

In Favor: Malinowski, Jackson, Myers, McBride and Livingston

The vote in favor was unanimous.

4. **Project Descopes** – Mr. Niermeier stated the project descopes were presented at the March 3rd Work Session. Staff is recommending approval of Option 1 and utilize the remaining funds to cover unforeseen future costs.

Mr. Jackson inquired if anything had changed since the work session.

Mr. Niermeier responded there were not changes.

Mr. Malinowski noted the recommendation says to proceed with Option 1, but nowhere in the agenda briefing does he see any options notated.

Mr. Niermeier responded in the “Transportation Projects Summary”, located on p. 12 of the agenda, it states,

**Transportation Ad Hoc Committee
April 28, 2020**

“Evaluate the remaining projects in order to de-scope them based on the following criteria: a. Addressing and improving safety issues (based on crash data analysis); b. Addressing and improving traffic capacity\flow issues (traffic study data); c. Economic development”, which is what is being presented as “Option 1”.

Mr. Malinowski stated, it was his understanding that we were trying to complete roadways in order to help level of service, as well as the safety, but many times he sees where we are going to move forward with a sidewalk project. He does not see anything that is improving level of service or safety on the roadways. He inquired if the sidewalks are something that we should be doing, and will they be used, or is it a do good type project, so people see sidewalks. Or, should we take these millions of dollars and put them into the roadways to make them safer.

Mr. Niermeier responded that we have to separate the 2 issues. We have gotten clear guidance to complete the remaining sidewalks in the referendum ordinance. What we are really looking at are projects over referendum/under referendum that have not gone to construction. We are first looking at improving safety, which was data based (i.e. crash/deaths). Then, the traffic capacity/flow issues were taken into consideration. Lastly, if there was any economic development aspects.

Dr. Thompson stated we have to keep in mind there were 3 “buckets” of funds. He does not see us tapping into the sidewalk/greenway projects, which is far less in terms of dollar amounts.

Mr. Malinowski stated, if all the sidewalks in these projects are coming from the sidewalk funding category, he is fine with that. The way he read it was these sidewalks were a part of the referendum funding that was to be utilized for road improvements.

Dr. Thompson stated there is a specific pot of money for the sidewalks and greenways, which is separate from the road widening and improvement projects.

Mr. Malinowski used the Crane Creek Improvement Project, located on p. 37 of the agenda packet, as an example of what he is referring to. From this, his understanding is that we are paying \$8M for the sidewalks, and nothing is going toward the roadways.

Dr. Thompson stated he will get with the Transportation staff on this item to see if there is dedicated amount, in the referendum, for sidewalks, or if the sidewalks were included in the overall project.

Mr. Niermeier responded there was \$63M designated in the referendum for neighborhood improvement projects. These neighborhood improvement projects included sidewalks.

Ms. McBride noted that Mr. Niermeier was correct, and those funds were designated for neighborhood improvement projects. In addition, she noted that some sidewalks are for safety.

Mr. Malinowski stated if there is a safety factor he is fine with that, but when he read the briefing document it seemed were building sidewalks to the exclusion of roadways.

Ms. Myers stated, she understands staff’s recommendation is to refocus the transportation projects on the element of safety, and to drive the referendum amount based on safety questions.

Mr. Niermeier stated the first look was on safety. Whatever adjustments that could be made to decrease the number of crashes, fatalities, etc. The next thing that was looked at was increasing capacity.

Ms. Myers stated she is concerned about the safety of the roads, but there is a Department of Transportation that recently received a whole lot of money for this purpose. She would not like to shift these projects, based almost exclusively on that analysis because that is SCDOT's job. She inquired if we have harmonized our redirection of funds with what SCDOT is doing. If, for example, there are more fatalities on the roads with the absence of a sidewalk, in the Crane Creek Neighborhood, is more likely, than not, there has been some SCDOT consideration given to that. Reshuffling the deck on our projects, and taking some of these that were approved in the referendum, which are lower in safety concerns, and shuffling money to those are a higher priority, based on safety concerns, supplants some of what the SCDOT has to do. She thought what we were doing, with the Penny, was supplementing parts of Richland County that might not be high priority to SCDOT. Therefore, for the purpose of the citizens we represent, might present opportunities to buttress what SCDOT is doing, rather than supplanting it. She is concerned how we have reprioritized to basically do what SCDOT does, which is to say this is a more dangerous road, so let's put all the money there. She would support looking at Option 2, which is looking at the roads we promised the taxpayers we would repair, widen, pave or augment with sidewalks/greenways because those are the things that induced the taxpayers to vote for the projects. Our focus should be what we promised in the referendum, and how we can best get as close to that as possible.

Mr. Malinowski noted Table 3.A-D were not in his agenda packet.

Mr. Niermeier responded that was a typographical error. It should be Tables 4.A-D, located on p. 16.

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

Mr. Livingston stated, when he reflects back on what the voters requested/wanted, Option 1 reflects more what the voters were saying, rather than looking at the other options, which could result in you not being able to get to all of the projects.

Mr. Malinowski noted, when you add up the widenings in 4.A., it comes to approximately \$60.3M. On p. 15, it notes there will be an estimated remaining balance of \$56.5M; therefore, he wondered, rather than using this remaining balance for contingencies, if it was not possible to use those funds on these 3 widening projects and get as much done as possible, on a percentage basis.

Mr. Niermeier stated, if you follow the project descopes, we would have an estimated remaining balance of \$56M in the Transportation Improvement category. That money, as stated, can be a contingency for some unknowns, but as these scopes are redeveloped there could be items that should be included that comes to bear. The scope would then come back to Council, and Council could choose to use those funds to source that. However, he believes, as the program moves forward, the contingency will be consumed by many of these projects.

Ms. Myers stated no one answered her earlier question, as to whether we have spoken with SCDOT to see if the safety issues are being addressed in the new money they received.

Mr. Niermeier responded they have spoken to SCDOT about the realigned scopes in their monthly meeting. He is not familiar with what Ms. Myers is referring to as new money they received for safety.

Ms. Myers stated, for clarification, SCDOT got money released approximately 2 years ago for their own transportation projects, which alleviated our need to put money into "Malfunction Junction". We are descoping/rescoping, and now reprioritizing, to focus more on safety, which is the job of the SC Dept. of Transportation. She requested, rather than squeezing, and almost breaking the bank, to speak with the

SCDOT to see what the priorities of the roads that have been identified as safety priorities is from a SCDOT perspective. She stated it is their job to take the road tax money, and make roads safe. It may well be that some of the concerns are better handled by the SCDOT, given that is its prime job.

Mr. Niermeier stated, with the IGA the County has with SCDOT, the County agreed to several projects, with certain termini. Within that we had the ability to modify, as we wanted, and we prioritize, as this body desires. The agreement is just with certain projects, so when this list was given to SCDOT there was really no comment. As we move forward, there are certain approvals they have to perform anyway before we can do anything.

Ms. Myers stated, for example, if SCDOT has determined there are so many crashes on Blythewood Road that they are going to put some of their money on it. We have originally scoped it to go to Syrup Mill Road. If SCDOT is now focused on that, and it is as high of a priority for safety, as we are saying, it is likely they are focused on it. Therefore, the rescope where we are now coming in and saying, based on SCDOT stats, this is an unsafe road, and we should now focus more of the Penny money there, should be handled by SCDOT because it is their job anyway. Maybe, we should be focused on what we are supposed to do in the referendum. She understands that safety is a consideration of how these roads got chosen, but weighting it more heavily now, when there is a full department of the State that does just that, seems to be moving away from what we should be doing with our referendum money.

Mr. Livingston inquired if the descope takes into consideration the \$52M for Broad River Road, or is that still in the pot.

Mr. Niermeier responded they did not account for that money. It is still there, and has not been de-obligated by Council.

Mr. Livingston stated he believes staff should check with SCDOT, and inquire if they are planning to do anything with a specific road, even if we support the descope. Safety is important to him, whether SCDOT is going to do it, or not. That is why the voters voted for the Penny. He stated we should have enough money to complete the whole project, if it is true we are going to save the \$70M by bringing the program in-house.

Mr. Malinowski requested clarification on the \$52M for Broad River.

Mr. Livingston responded that is Crossroads, which is in the Statewide program.

In Favor: McBride, Livingston and Jackson

Opposed: Malinowski and Myers

The vote was in favor.

Mr. Jackson thanked staff for all of their hard work on this item.

5. **Greene Street Phase II Material Testing Contract** – Mr. Niermeier stated recommendation to award the contract, for material testing, in the amount of \$222,072, with a 10% contingency of \$22,072, to S&ME.

Mr. Livingston stated he was concerned about the significant difference in the bid amounts. He inquired if we double-checked to make sure they clearly understood what we were requesting.

Mr. Niermeier stated when they evaluate a bid it is agnostic to the price. Procurement addresses the costs,

and the rest is done by the evaluators.

Mr. Malinowski inquired if the cost within the appraisal amount for the project.

Mr. Niermeier stated they do not have a lot of data for comparative purposes, outside of what existed previously in the program.

Ms. Wladisckin stated they generally get estimates from the engineering team, and Procurement does not have an estimate for this project, so she is not sure if an estimate was prepared by the engineering firm, or anyone in the Transportation Department.

Mr. Malinowski noted we are being asked to vote on a dollar amount without knowing if it is close, over or under what an engineering estimate would be.

Ms. Wladischkin stated Procurement provides the pricing information to the Transportation Department where we would expect them to enter into negotiations if they felt that price was not fair and reasonable.

Ms. Myers suggested, if we accept the recommendation, to write-in this is with the full acknowledgment of the evaluation metrics. It is odd to see this great a disparity in the bids, so she wants to be sure they understand, and they did not make a mistake.

Mr. Niemeier suggested changing the recommendation to award the contract to S&ME for an amount not to exceed \$222,072. This is an estimate provided by both firms, based on the information staff provided, and how much testing they think they will do based on the scope of the construction.

Ms. Steele stated, for clarification, we do not do engineering estimates on professional services. Those are typically done on construction estimates, when there are line items you can compare to previous bids with the County and SCDOT. For these types of services, when we got their proposals in, and they got the on-call list, they provided hourly services for their employees, and that is what their cost is based on. They are given the specifications of the project, and they determine how many hours they think it is going to take them to complete the work on a project. Based on the hourly rates they submitted in their proposal, is where their estimate came from.

Mr. Jackson stated, in addition to the bid amount, the other point is to ensure they understand the full scope of the request will be covered in that dollar amount.

Mr. Niermeier stated their understanding of the full scope of work is reflected in the number being presented.

Mr. Jackson stated the committee is requesting something in writing, in the contract, which verify their understanding of the full scope of work.

Dr. Thompson responded they will ensure this is put into writing.

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

In Favor: Malinowski, McBride, Livingston, Jackson and Myers

The vote in favor was unanimous.

**Transportation Ad Hoc Committee
April 28, 2020**

6. **Greene Street Phase II CE&I Contract** – Mr. Niermeier stated they received 6 bids for the solicitation. Subsequent to Council’s decision on April 21st, staff is recommending to award the contract to Parrish & Partners for CE&I services for Greene Street Phase II. He noted their bid was significantly higher. Once Council made its decision on April 21st, they went back to Parrish & Partners and renegotiated the price to \$815,820.44, with a 10% contingency.

Ms. McBride inquired if we can renegotiate the price with the firm selected without giving the other companies the same opportunity.

Mr. Livingston cautioned the committee on discussing certain contractual matters without being in Executive Session.

Mr. Malinowski moved, seconded by Ms. McBride, to forward to Council without a recommendation.

In Favor: Malinowski, McBride, Livingston, Jackson and Myers

The vote in favor was unanimous.

7. **Clemson Road CE&I Contract** – Mr. Niermeier stated they received 7 responses to the solicitation. Staff is recommending the award of the contract to Michael Baker International in an amount not to exceed \$390,894, with a 10% contingency of \$39,089.40.

Mr. Malinowski stated the committee received a confidential email, from the Clerk’s Office, which listed various prices for the items we are discussing. Yet, the prices are different from what are being discussed now. He inquired if those prices are inaccurate.

Ms. Steele stated she negotiated the cost down with Michael Baker on this one. They did not lower their rates, we went in and took out some things that were not necessary. For example, because it has taken so long between when the bids were opened and us having the committee meeting, there are a couple of extra months they added in that we do not need now. They also listed 2 months for a closeout process, and we only needed one. Those changes lowered the price approximately \$200,000 - \$300,000. She believes Ms. Wladischkin may be able to weigh in on this, as well. When we review the professional services, we do not rate them based on cost. It is not like we are being unfair by going to this company, and getting them to lower their costs.

Ms. Wladischkin stated these are Request for Proposal, so their award is not based solely on price. We establish the ranking of the offerors, and then we enter into negotiations with the highest ranked offeror. Also, this is why there could be such a disparity between what is being provided for cost from one firm versus another. It is all about their interpretation of the services required.

Ms. Malinowski moved, seconded by Ms. Myers, to forward to Council without a recommendation.

In Favor: Malinowski, McBride, Livingston, Jackson and Myers

The vote in favor was unanimous.

8. **ADJOURN** – The meeting adjourned at approximately 1:55 PM.



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael Niermeier
Department: Transportation Department
Date Prepared: June 16, 2020 **Meeting Date:** June 30, 2020

Legal Review		Date:	
Budget Review		Date:	
Finance Review		Date:	
Other Review:		Date:	
Approved for Council consideration:			
Committee	Transportation Ad Hoc Committee		
Subject:	Mitigation Credit Sales		

Recommended Action:

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

Motion Requested:

Approval of the requested mitigation credit sales.

Request for Council Reconsideration: Yes

Fiscal Impact:

This mitigation credit sale will generate \$156,536.47 which will be credited to the Transportation Penny Program.

Motion of Origin:

Staff recommendation.

Council Member	
Meeting	
Date	

Discussion:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the Health Services District of Kershaw County for an Army Corps of Engineers (ACE) 404 Permit for the construction of a new continuing care retirement community as described in the attachments. This bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation and other projects. Funding from credit sales is credited back to the Transportation Program.

Project Name: Beechwood at Camden

Richland County Share: \$156,536.47

Attachments:

- 1) ACE 404 Permit Application Kershaw, Beechwood at Camden
- 2) Surplus Credit Sale Checklist Beechwood at Camden 06.09.20
- 3) MCMB Surplus Credit Sales Contract Beechwood at Camden Purchaser Signed

JOINT
PUBLIC NOTICE

CHARLESTON DISTRICT, CORPS OF ENGINEERS
1835 Assembly Street, RM 865 B1
Columbia, South Carolina 29201

and

THE S.C. DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
Water Quality Certification and Wetlands Section
2600 Bull Street
Columbia, South Carolina 29201

REGULATORY DIVISION

Refer to: P/N SAC-2019-00585

April 9, 2020

Pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Sections 401 and 404 of the Clean Water Act (33 U.S.C. 1341), an application has been submitted to the Department of the Army and the S.C. Department of Health and Environmental Control by

Ms. Sallie Harrell
The Health Services District of Kershaw County
700 West Dekalb Street
Camden, South Carolina 29020

for a permit to construct a continuing care retirement community in

freshwater wetlands that flow into Camp Creek

at a location northwest of the intersection of Knights Hill Road and North Broad Street, Kershaw County, South Carolina (Latitude: 34.2742 °, Longitude: -80.6138 °), **Camden North Quad**.

In order to give all interested parties an opportunity to express their views

NOTICE

is hereby given that written statements regarding the proposed work will be received by the **Corps** until

15 Days from the Date of this Notice,

and **SCDHEC** will receive written statements regarding the proposed work until

30 Days from the Date of this Notice

from those interested in the activity and whose interests may be affected by the proposed work.

The proposed work consists of constructing a new continuing care retirement community. In detail the applicant is proposing to place fill material in 1.01 acres of freshwater wetlands to construct assisted living units, cottages, 2-story multi-family structures, stormwater ponds and amenities. The applicant has proposed to mitigate for impacts to wetlands and/or waters of the United States by purchasing 8.4 wetland mitigation credits from either Congaree Creek Mitigation Bank or Mills Creek Mitigation Bank. The project purpose is to provide a continuing care retirement

community residential development to support the needs of the aging population in Camden, South Carolina.

NOTE: This public notice and associated plans are available on the Corps' website at:
<http://www.sac.usace.army.mil/Missions/Regulatory/PublicNotices> .

The District Engineer has concluded that the discharges associated with this project, both direct and indirect, should be reviewed by the South Carolina Department of Health and Environmental Control in accordance with provisions of Section 401 of the Clean Water Act. As such, this notice constitutes a request, on behalf of the applicant, for certification that this project will comply with applicable effluent limitations and water quality standards. This activity may also require evaluation for compliance with the S. C. Construction in Navigable Waters Permit Program. State review, permitting and certification is conducted by the S. C. Department of Health and Environmental Control. The District Engineer will not process this application to a conclusion until such certifications are received. The applicant is hereby advised that supplemental information may be required by the State to facilitate the review.

This notice initiates the Essential Fish Habitat (EFH) consultation requirements of the Magnuson-Stevens Fishery Conservation and Management Act. Implementation of the proposed project would impact 1.01 acres of freshwater habitat well inland of estuarine substrates and emergent wetlands utilized by various life stages of species comprising the shrimp, and snapper-grouper management complexes. The District Engineer's initial determination is that the proposed action would not have a substantial individual or cumulative adverse impact on EFH or fisheries managed by the South Atlantic Fishery Management Council and the National Marine Fisheries Service (NMFS). The District Engineer's final determination relative to project impacts and the need for mitigation measures is subject to review by and coordination with the NMFS.

Pursuant to the Section 7 of the Endangered Species Act of 1973 (as amended), the Corps has reviewed the project area, examined all information provided by the applicant, and the District Engineer has determined, based on the most recently available information that the project will have no effect on any Federally endangered, threatened, or proposed species and will not result in the destruction or adverse modification of designated or proposed critical habitat. This public notice serves as a request to the U.S. Fish and Wildlife Service and the National Marine Fisheries Service for any additional information they may have on whether any listed or proposed endangered or threatened species or designated or proposed critical habitat may be present in the area which would be affected by the activity.

Pursuant to Section 106 of the National Historic Preservation Act (NHPA), this public notice also constitutes a request to Indian Tribes to notify the District Engineer of any historic properties of religious and cultural significance to them that may be affected by the proposed undertaking.

In accordance with Section 106 of the NHPA, the District Engineer has consulted South Carolina ArchSite (GIS), for the presence or absence of historic properties (as defined in 36 C.F.R. 800.16)(1)(1)), and has initially determined that historic properties, are present; moreover, these historic properties may be affected by the undertaking. This public notice serves to notify the State Historic Preservation Office that the Corps plans to initiate Section 106 consultation on these historic properties. Individuals or groups who would like to be consulting parties for the purposes of the NHPA should make such a request to the Corps in writing within 30 days of this

public notice. To ensure that other historic properties that the District Engineer is not aware of are not overlooked, this public notice also serves as a request to the State Historic Preservation Office and other interested parties to provide any information they may have with regard to historic properties.

The District Engineer's final eligibility and effect determination will be based upon coordination with the SHPO and/or THPO, as appropriate and required and with full consideration given to the proposed undertaking's potential direct and indirect effects on historic properties within the Corps-identified permit area.

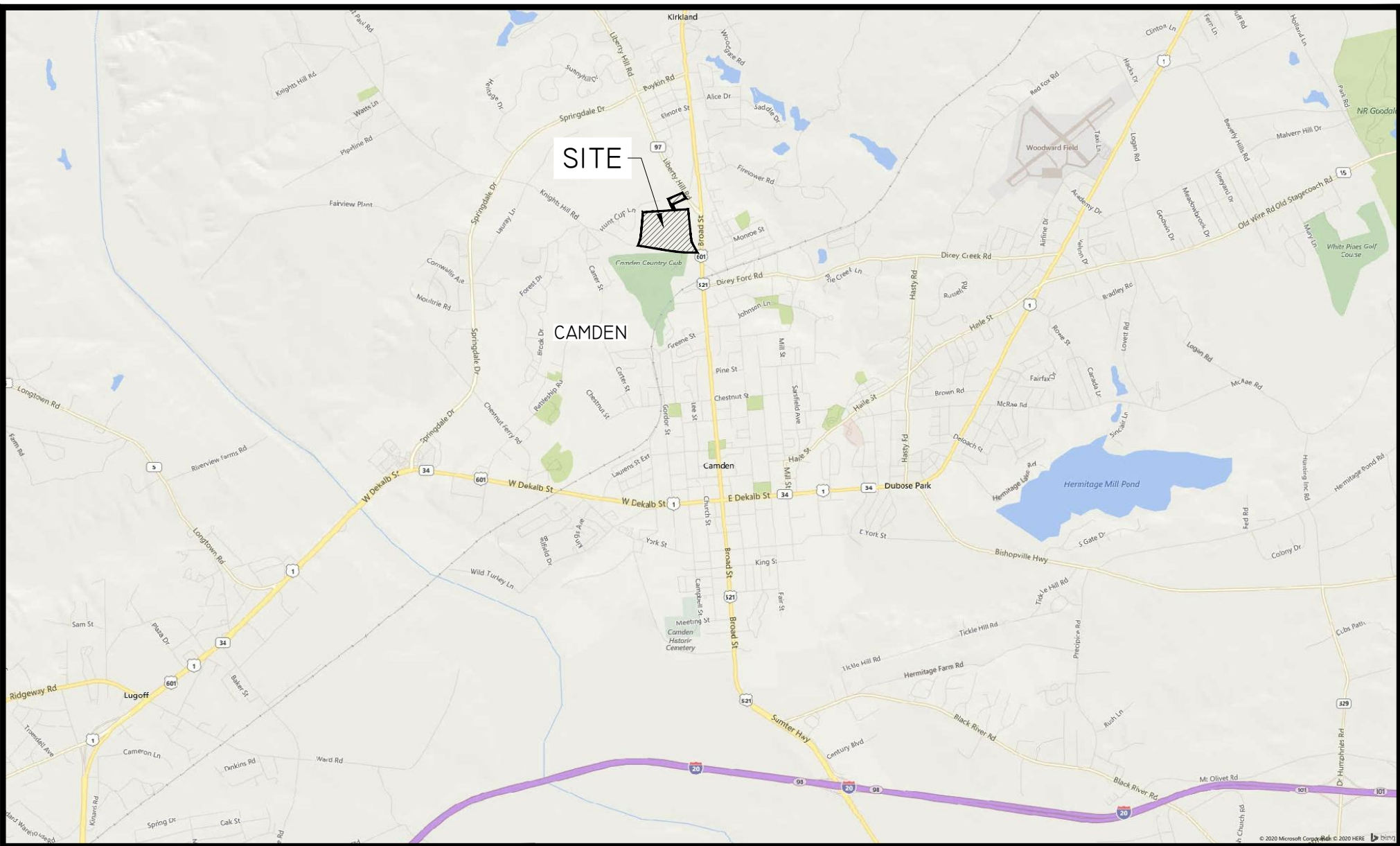
Any person may request, in writing, within the comment period specified in this notice, that a public hearing be held to consider this application. Requests for a public hearing shall state, with particularity, the reasons for holding a public hearing.

The decision whether to issue a permit will be based on an evaluation of the probable impact including cumulative impacts of the activity on the public interest and will include application of the guidelines promulgated by the Administrator, Environmental Protection Agency (EPA), under authority of Section 404(b) of the Clean Water Act and, as appropriate, the criteria established under authority of Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, as amended. That decision will reflect the national concern for both protection and utilization of important resources. The benefit which reasonably may be expected to accrue from the project must be balanced against its reasonably foreseeable detriments. All factors which may be relevant to the project will be considered including the cumulative effects thereof; among those are conservation, economics, aesthetics, general environmental concerns, wetlands, historic properties, fish and wildlife values, flood hazards, flood plain values, land use, navigation, shoreline erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food and fiber production and, in general, the needs and welfare of the people. A permit will be granted unless the District Engineer determines that it would be contrary to the public interest. In cases of conflicting property rights, the Corps cannot undertake to adjudicate rival claims.

The Corps is soliciting comments from the public; Federal, state, and local agencies and officials; Indian Tribes; and other interested parties in order to consider and evaluate the impacts of this activity. Any comments received will be considered by the Corps to determine whether to issue, modify, condition or deny a permit for this project. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects, and the other public interest factors listed above. Comments are used in the preparation of an Environmental Assessment and/or an Environmental Impact Statement pursuant to the National Environmental Policy Act. Comments are also used to determine the need for a public hearing and to determine the overall public interest of the activity. **Please submit comments in writing, identifying the project of interest by public notice number, to the following address:**

**U.S. Army Corps of Engineers
ATTN: REGULATORY DIVISION
1835 Assembly Street, RM 865 B1
Columbia, South Carolina 29201**

If there are any questions concerning this public notice, please contact Jarrett B. Cellini, Project Manager, at (803) 253-3916, or by email at Jarrett.B.Cellini@usace.army.mil.

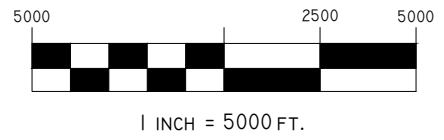


SITE

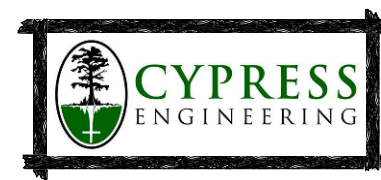
CAMDEN

LOCATION MAP

C3.31

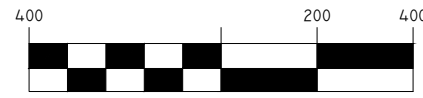
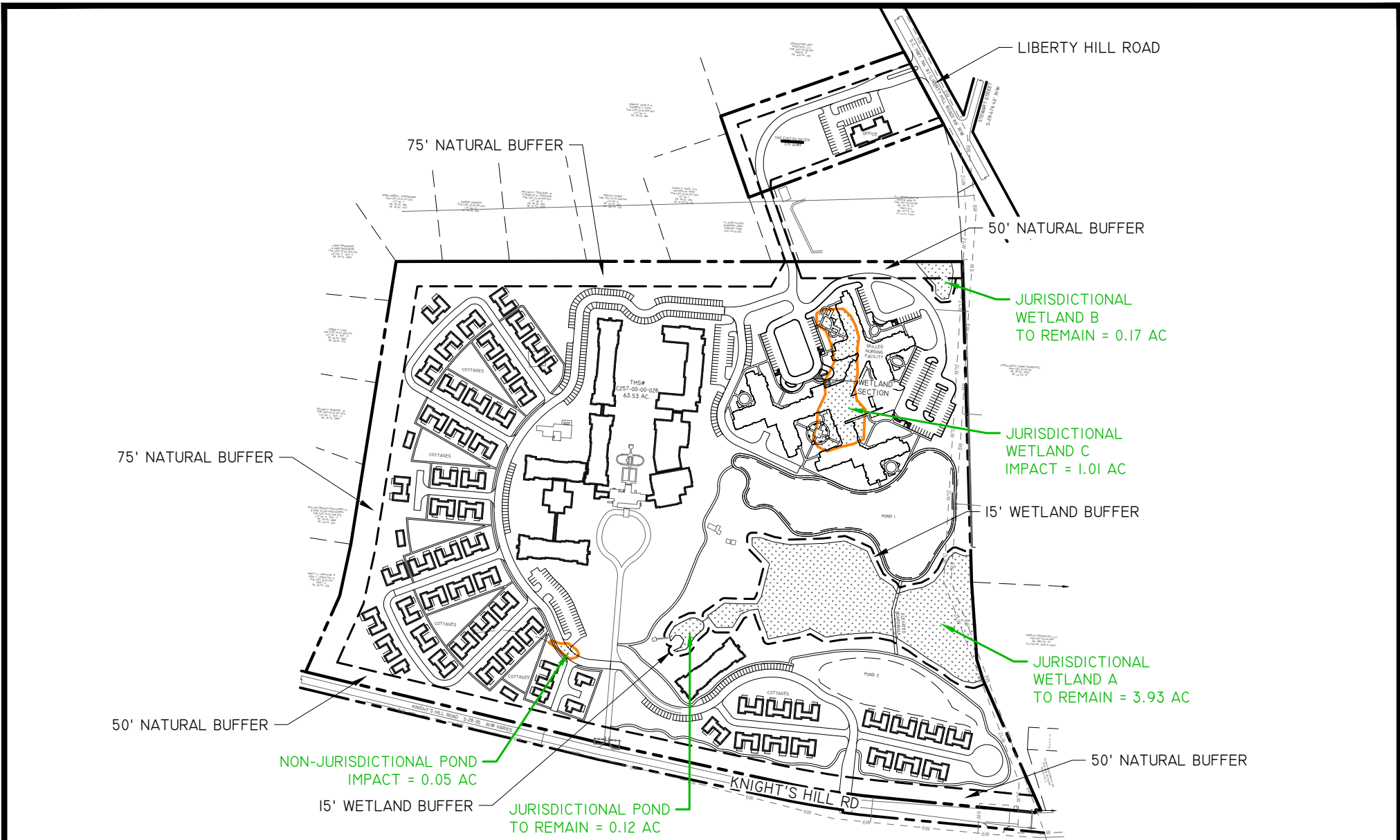


DATE:	3/17/2020
CYP PROJ #:	19002A
PROJECT NAME:	BEECHWOOD AT CAMDEN
LOCATION:	CAMDEN, SC
CLIENT:	HEALTH SERVICE DIST. OF KERSHAW
DRAWN:	JCT



SHEET 1 OF 3
 CYPRESS ENGINEERING
 100 SOUTH MAIN STREET
 SUITE L
 SUMMERVILLE, SC 29483
 PHONE: 843-225-5151
 WWW.CYPRESSENG.COM

© 2020 HERE. All rights reserved. Microsoft Corporation. © 2020 HERE. © 2020 HERE. © 2020 HERE.

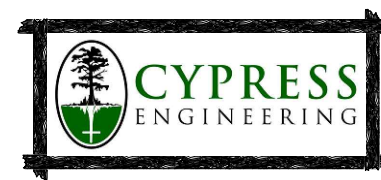


1 INCH = 400 FT.

WETLAND IMPACTS

C3.32

DATE:	3/17/2020
CYP PROJ #:	19002A
PROJECT NAME:	BEECHWOOD AT CAMDEN
LOCATION:	CAMDEN, SC
CLIENT:	HEALTH SERVICE DIST. OF KERSHAW
DRAWN:	JCT

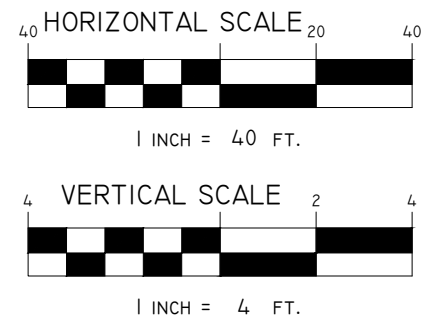
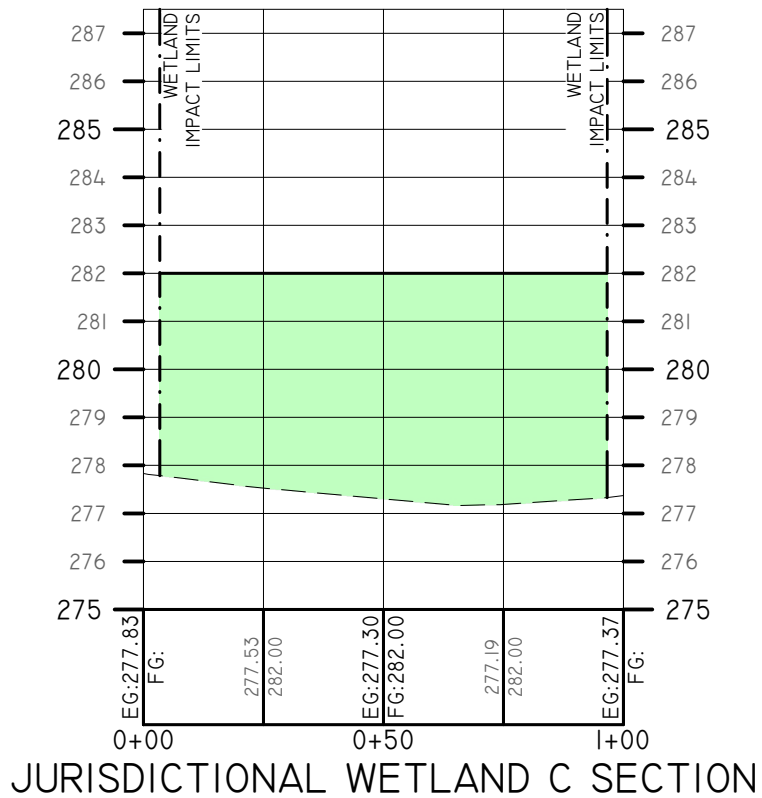


SHEET 2 OF 3

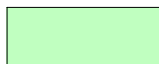



CYPRESS ENGINEERING
 100 SOUTH MAIN STREET
 SUITE L
 SUMMERVILLE, SC 29483
 PHONE: 843-225-5151
 WWW.CYPRESSENG.COM

SCALE: PROJECT WETLANDS - BEACHWOOD AT CAMDEN, SC - 3/17/2020 - WETLANDS - 10/27/2019

APPROXIMATE WETLAND
IMPACT VOLUME
FILL = 7430 CY



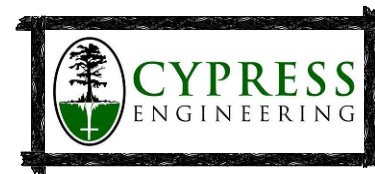
PROFILE LEGEND

-  FILL SECTION
-  CUT SECTION
-  PROPOSED GRADE
-  EXISTING GRADE

WETLAND SECTION

C3.33

DATE:	3/17/2020
CYP PROJ #:	19002A
PROJECT NAME:	BEECHWOOD AT CAMDEN
LOCATION:	CAMDEN, SC
CLIENT:	HEALTH SERVICE DIST. OF KERSHAW
DRAWN:	JCT



SHEET 3 OF 3

CYPRESS ENGINEERING
100 SOUTH MAIN STREET
SUITE L
SUMMERVILLE, SC 29483
PHONE: 843-225-5151
WWW.CYPRESSENG.COM

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Beechwood at Camden
<u>Location:</u>	Permit application with maps are attached
<u>Buyer:</u>	Health Services District of Kershaw County
<u>Buyer's USACE 404 Permit #:</u>	SAC-2019-00585
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	8.40 restoration/enhancement credits
<u>Stream Credits:</u>	0.00
<u>Credit Proceeds:</u>	\$168,000.00
<u>Richland County Credit Share:</u>	\$154,560.00 (92% of \$168,000.00)
<u>MCMH Credit Share:</u>	\$13,440.00 (8% of \$168,000.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$9,882.35
<u>Richland County Fee Share:</u>	\$1,976.47 (20% of \$9,882.35)
<u>MCMH Fee Share:</u>	\$7,905.88 (80% of \$9,882.35)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$177,882.35
<u>Richland County Gross Proceeds Share:</u>	\$156,536.47
<u>MCMH Gross Proceeds Share:</u>	\$21,345.88

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

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this ____ day of _____, 2019, by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and the Heath Services District of Kershaw County, South Carolina (Purchaser").

RECITALS

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

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

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

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

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

project known as “Beechwood at Camden” pursuant to USACE Charleston District permit SAC-209-00585 (the “Permitted Project”), which is located outside the Service Area and outside the Bank’s Watershed;

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

AGREEMENT

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

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

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) ZERO and 00/100 (0.00) stream mitigation credits (the "Stream Credits") and (b) EIGHT and 40/100 (8.40) freshwater wetland enhancement/restoration mitigation credit and ZERO and 00/100 (0.00) freshwater wetland preservation mitigation credits (the “Wetland Credits”, and together with the Stream Credits, the “Credits”) from the Bank based on the terms and conditions contained herein.

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

3. Fee for Out of Primary Service Area Credit Sales. Purchaser agrees to pay a fee (the “Adjacent 8-digit HUC”) to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank’s ledger to compensate for use of the Bank’s credits to compensate for the Permitted Project’s unavoidable adverse impacts occurring outside the Service Area and outside the Bank’s Watershed. The Adjacent 8-digit HUC Fee shall be calculated as the sum of (a) 0.4941 Wetland Credit, which represents the functional acres of wetlands deducted from the Bank’s ledger due to the Permitted Project’s location outside the Bank’s Watershed, multiplied by the per-wetland-credit price defined in Section 4 below, and (b) 0.0000 Stream Credit, which represents the functional linear feet of stream deducted from the

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

4. Purchase Price. The purchase price for the (a) Stream Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 (\$0.00); (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of ONE HUNDRED SIXTY-EIGHT THOUSAND and 00/100 (\$168,000.00); and, (c) Adjacent 8-digit HUC Fee of NINE THOUSAND EIGHT HUNDRED EIGHTY-TWO AND 35/100 (\$9,882.35), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED SEVENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-TWO and 35/100 (\$177,882.35) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

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

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

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

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

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

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

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

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

7. Miscellaneous

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

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

With a copy to:

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

Purchaser: The Health Services District of Kershaw County
Attention: Sallie Harrell
700 West Dekalb Street
Camden, SC 29020

With a copy to:

The Health Services District of Kershaw County Board of Trustees
PO Box 1558
Camden, SC 29021

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: THE HEALTH SERVICES DISTRICT OF KERSHAW COUNTY

By: *Sarah C. Harrell*

Printed: Sarah C. Harrell

Its: Executive Director & Secretary
Board of Trustees

EXHIBIT A

[Attach map of Service Area]

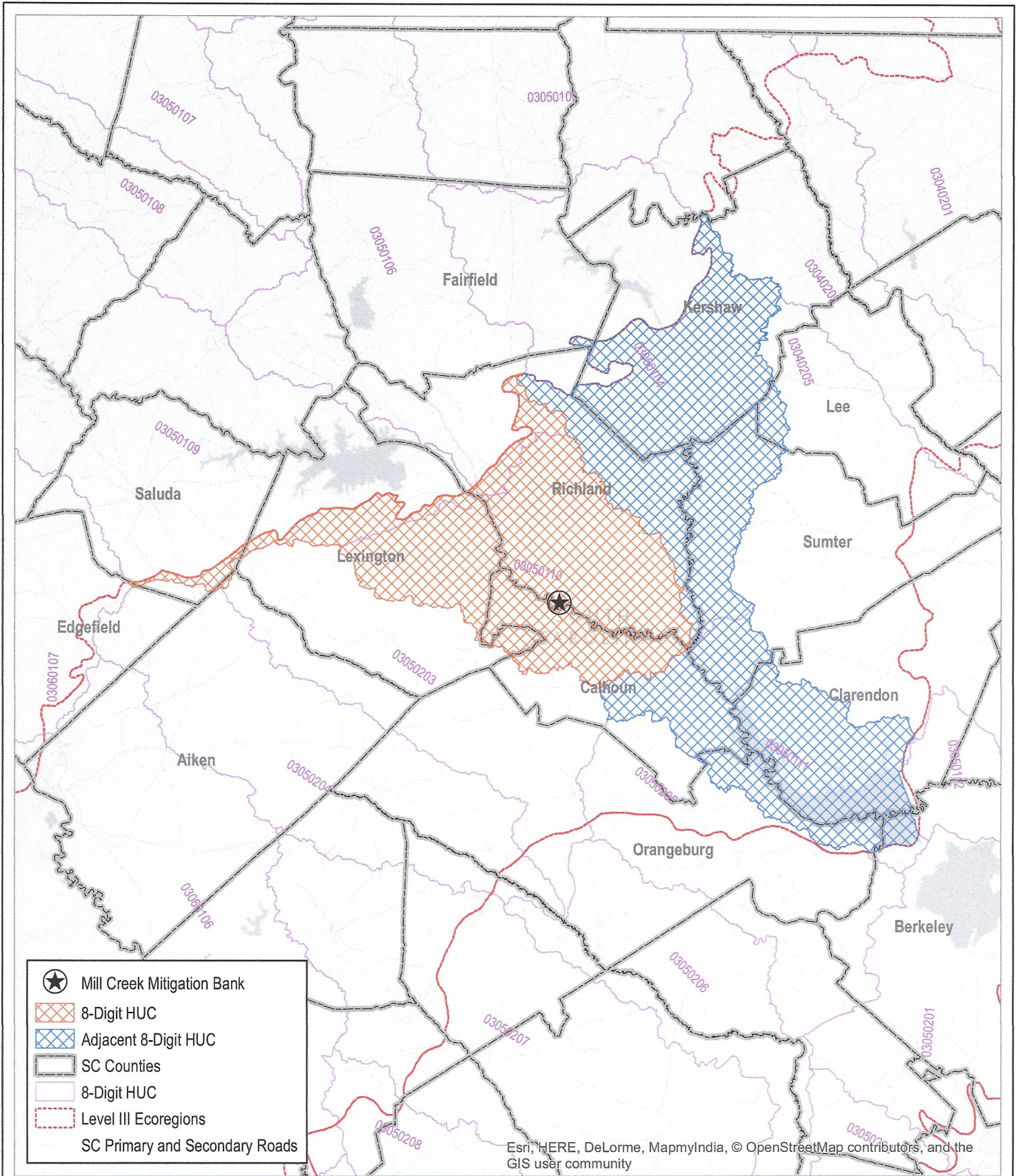


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of _____, 2020, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and THE HEALTH SERVICES DISTRICT OF KERSHAW COUNTY, South Carolina ("Purchaser").

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

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

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: June 25, 2020 **Meeting Date:** June 30, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:		Assistant County Administrator	John Thompson, Ph. D

Committee

Subject: Staff Augmentation II RFQ Selection

Background Information:

A Request For Qualifications (RFQ) was solicited for a staff augmentation contract to fill 10 positions needed to support the Transportation Department. The positions are listed below.

- Utility Coordinator – Full Time
- Right-Of-Way Manager – Full Time
- Right-Of-Way Agent – Part Time
- Program Control Analyst – Full Time
- Document Control Specialist – Full Time
- Construction Scheduler – Part Time
- Project Estimator – Part Time
- Project Engineer – As Needed
- Subject Matter Expert – As Needed
- Geotech\Testing Technician – As Needed

At the initial solicitation of this contract, seven proposals were received, reviewed by an evaluation team selected in accordance with Article X, Section 2-600 of the Code of Ordinances. All of the offerors were deemed qualified and approved by Council. An additional four proposals have since been received, evaluated and deemed qualified. These additional firms are listed below.

- Michael Baker, Intl.
- Abacus Services – Recruiting Agency
- Calloway & Associates – Recruiting Agency
- HonorVet – Recruiting Agency

Recommended Action:

Staff anticipates, due to the number of positions being filled, that some firms from this qualified list may provide services in excess off \$100,000. Since it is unknown at this time exactly what position will be filled using what firm, staff requests Council to approve award to these additional four firms on the Staff Augmentation Qualified Vendor List.

Motion Requested:

Request Council to approve award to these additional four firms on the Staff Augmentation Qualified Vendor List.

Request for Council Reconsideration: Yes

Fiscal Impact:

It is anticipated that the funding required to support these 10 positions per fiscal year is approximately \$988,165.

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

None

Attachments:

1. Consolidated Evaluation Scores
2. Positions Applied by Company

Consolidated Evaluations												
Evaluation Criteria RC-296-Q-2020 Staff Augmentation	Maximum Points	OLH, Inc.	Hussey Gay Bell	Denmark, Inc.	MSS Services, Inc.	Volkert, Inc.	Weston & Sampson Engineers, Inc.	vTech Solutions	Calloway & Associates	Michael Baker	Abacus Services	Honor-Vet Technology
Ability & Capability	30											
Evaluator 1		30	15	5	5	20	20	5	15	20	5	5
Evaluator 2		28	28	23	22	25	24	25	23	28	24	25
Evaluator 3		30	30	25	30	30	30	30	30	30	30	30
	90	88	73	53	57	75	74	60	68	78	59	60
Performance History	10											
Evaluator 1		10	5	2	2	8	8	2	10	5	2	2
Evaluator 2		9	8	7	7	8	6	8	5	8	7	6
Evaluator 3		10	10	8	10	10	8	8	10	10	10	10
	30	29	23	17	19	26	22	18	25	23	19	18
Personnel Qualification	40											
Evaluator 1		40	20	10	10	40	40	20	25	40	10	10
Evaluator 2		38	37	26	25	34	34	32	31	36	33	32
Evaluator 3		40	40	30	30	40	40	40	30	40	30	30
	120	118	97	66	65	114	114	92	86	116	73	72
References	20											
Evaluator 1		10	20	5	20	10	5	5	5	5	5	5
Evaluator 2		18	19	17	17	19	19	15	13	17	14	13
Evaluator 3		20	20	15	15	15	20	15	20	20	15	15
	60	48	59	37	52	44	44	35	38	42	34	33
GRANDTOTAL	300	283	252	173	193	259	254	205	217	259	185	183

Staff Augmentation

RC-296-Q-2020

<u>Position</u>	<u>OLH, Inc.</u>	<u>Hussey Gay Bell</u>	<u>Volkert, Inc.</u>	<u>Weston & Sampson</u>	<u>Michael Baker</u>	<u>Demark, Inc.</u>	<u>MSS Services</u>	<u>vTech Solutions</u>	<u>Abacus Services</u>	<u>alloway & Assoc</u>	<u>HonorVet</u>
Utility Coordinator		X				X	X	X	X	X	X
Right-of-Way Manager	X					X	X	X	X	X	X
Right-Of-Way Agent	X				X	X	X	X	X	X	X
Program Control Specialist	X					X	X	X	X	X	X
Document Control Specialist	X					X	X	X	X	X	X
Construction Scheduler	X					X	X	X	X	X	X
Project Estimator	X		X	X		X	X	X	X	X	X
Project Engineer	X		X	X		X	X	X	X	X	X
Subject Matter Expert	X	X	X		X	X	X	X	X	X	X
Geotech\Testing Technician	X					X	X	X	X	X	X