

RESOLUTION NO.: R-2019-047

Authorizing the City Manager to execute an Intergovernmental Agreement between Richland County and the City of Columbia for the Innovista Transportation Projects 2 - Greene Street Improvements, Phase 2, SCDOT Project No. 0038231 from Huger Street to Gadsden Street; CF#332-14

ORIGINAL
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 4th day of June, 2019, that the City Manager is hereby authorized to execute the attached Intergovernmental Agreement, or on a form approved by the City Attorney, for the construction of the referenced project to convert Greene Street from a four-lane and two-lane roadway to a three-lane curb and gutter roadway with sidewalks and dedicated bike lanes from Huger Street to Gadsden Street and a new bridge over the Norfolk Southern and CSX railroads to reconnect the 700 and 600 blocks of Greene Street in the City of Columbia and County of Richland, South Carolina. The project is to be fully funded through the Richland County Penny Tax or such other source(s) of funds as may be available to Richland County.

Reference is made to the construction plans for the Richland County Transportation Penny Program, Greene Street Improvements, Phase 2, prepared by ICA Engineering, dated February 20, 2019 and being on file in the office of the Department of Engineering, City of Columbia, SC under CF#332-14.

Requested by:

Assistant City Manager Shealy




Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:


City Clerk

Introduced: 6/4/2019

Final Reading: 6/4/2019

INTERGOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF RICHLAND, SOUTH CAROLINA
AND CITY OF COLUMBIA, SOUTH CAROLINA

Project No. PDT-321 Innovista Transportation Projects 2 – Greene Street Improvements,
Phase 2, SCDOT Project No. 0038231

This Intergovernmental Agreement (the "Agreement") is entered by and between Richland County, South Carolina (the "County") and the City of Columbia, South Carolina (the "City").

WITNESSETH THAT:

WHEREAS, a one percent (1%) special sales and use tax (the "Penny Tax") was imposed by and throughout Richland County pursuant to a successful referendum held on November 6, 2012. One of the projects identified to be completed with a portion of the proceeds of the Penny Tax is Project No. PDT – 321 Innovista Transportation Projects 2 – Greene Street Improvements Phase 2, SCDOT Project No. 0038231 (the "Project"); and

WHEREAS, the Project consists of *inter alia* converting Greene Street from a four-lane and two-lane roadway to a three-lane curb and gutter roadway with sidewalks and dedicated bike lanes from Huger Street to Gadsden Street and a new bridge over the Norfolk Southern and CSX railroads to reconnect the 700 and 600 blocks of Greene Street in the City of Columbia and County of Richland, South Carolina; and

WHEREAS, the City hereby acknowledges and agrees that the Project will benefit, improve, and enhance the overall aesthetic of Greene Street and the safety, flow, and movement of pedestrian, bicycle, and motor vehicle traffic in the City of Columbia, and hereby affirms its support that the Project be constructed; and

WHEREAS, the City hereby agrees and consents to the construction and improvements of the Project in accordance with the construction plans attached hereto and incorporated herein by this reference as Exhibit A ("Project Plans").

WHEREAS, the construction of the Project is fully funded through the Penny Tax or such other source(s) of funds as may be available to the County, unless otherwise stated herein; provided, however, that such costs shall not exceed the amount appropriated by the Richland County Council for the Project.

WHEREAS, the City has no responsibility whatsoever for funding the construction of the Project, unless the parties hereto mutually agree otherwise.

WHEREAS, Greene Street is a street within the corporate limits of the city of Columbia and upon completion of the Project, the City will be fully and completely responsible for the operation, maintenance, care, and upkeep of the Project improvements.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the County and the City agree as follows:

1. The City hereby acknowledges that this Agreement is binding on the City; that this Agreement has been finally approved by the City; and the County agrees that upon submittal of the Project Plans to the City's Development Center and receipt of a project approval letter from the Department of Engineering that no further action or approval is needed for the County to commence and complete construction of the Project.

2. The City hereby approves, consents, and agrees to the construction of or improvements in connection with the Project within its corporate limits in accordance with the Project Plans, subject to receipt of the project approval letter. This consent and agreement shall be the sole approval necessary from the City for the County to complete the Project under the Project Plans; however, the County agrees that the City has the option to inspect the work being constructed by the County at any time during construction to ensure all work complies with the City's ordinances and all state and federal regulations, policies, procedures and guidelines applicable to the Project; failure to comply may result in a stop work order by the City until compliance is achieved.

Any plan revisions made to the Project Plans shall comply with City's ordinances and all state and federal regulations, policies, procedures and guidelines prior to the acceptance of the project improvements for operation and maintenance by the City.

2a. The County agrees to obtain all necessary permits for bidding and letting the project. The City agrees to waive the costs associated with all necessary permits from the City.

3. The City may propose revisions or additions to the Project Plans that are outside of the scope of work for the Project, which the County may accept or reject in its sole discretion. If the County accepts a proposed revision or addition, the City shall be solely responsible for paying all additional costs incurred, as determined by the County, to construct and complete the Project as a result of such revision or addition.

4. The County shall be responsible for securing all necessary rights-of-way for the Project. The County agrees to prepare and obtain all necessary rights-of-way for the construction of the Project, subject to the City's review and approval of the documents prior to acquisition of any rights-of-way, excepting the drainage and power line rights-of-way at or near Huger Street, which are to be obtained by the City. The City agrees to support the County in its effort to secure necessary rights-of-way, including, without limitation, assisting in negotiations with landowners or condemnees and representing its support for the Project, whether orally or in writing. Further, to the extent the Project impacts property in which the City has an ownership or other compensable interest (if there be any), the City hereby agrees to waive any entitlement to just compensation under the eminent domain laws of this state or other damages of any kind or nature whatsoever, subject to the agreement of the County to restore the property to as nearly as practicable to its original condition or post-construction condition as set forth in the Project construction plans. All rights-of-way agreements obtained by County shall be in assignable form and assigned to City prior to final acceptance of the Project.

5. The City shall exempt all existing rights-of-way, a new right-of-way, and all other properties purchased in connection with the right-of-way for the Project from any general or special assessment against real property for municipal services.

6. As part of the Project, the County shall, at Penny Tax expense, relocate any City-owned utilities as necessary to construct the Project. Relocation of the water, storm drainage and sewer utilities will consist of like kind and size ("in-kind") and shall not consist of upgrades or betterments. In addition, the Project will include relocating the City-owned traffic signal fiber interconnect line along Huger Street. Those City-owned utilities may be replaced upon the "Project right-of-way" at such locations as may be agreed upon by the County, the City, and the South Carolina Department of Transportation. The City shall not be liable for damages to property or injuries to persons, including, without limitation, death claims for damage caused by the County or its Contractors in constructing, placing, maintaining, removing, replacing or relocating any utility as set forth herein; provided, however, once the City has approved and accepted such constructed, placed, replaced or relocated utility, this paragraph shall no longer apply.

6a. All privately-owned utilities including, but not limited, gas pipelines, manholes, cables, fiber optics, and power lines or poles located within the existing right-of-way shall be relocated in-kind at the private utility's expense. Payment for the relocation of privately-owned utilities will only be made if the private utility can demonstrate a prior right of occupancy or when the Project requires upgrade or betterment of the utility, such as undergrounding a utility. The County shall not be liable for damages to property or injuries to persons, including, without limitation, death claims, as a consequence of the City or its Contractors placing, maintaining, removing, replacing or relocating any utility.

7. The County shall solely conduct the procurement process for all aspects of the Project. Decisions made by the County regarding this process will be at the sole discretion of the County.

8. The County may, in its sole discretion, authorize change orders, modifications, or alterations to the Project Plans that it deems necessary to complete the Project so long as such change orders, modifications, or alterations are within the scope of the Project. Any major changes in the Project Plans must be re-submitted to the City through the Development Center for review and approval by the City prior to the County commencing the work. Major changes are defined as changes in material types, material sizes, and relocation of appurtenances as well as changes in the project design that impact railroad construction agreements, easements, right-of-way acquisition, and that are not in compliance with the Project specifications, the City's, state and federal policies, procedures and guidelines.

9. Upon completion of the Project, and inspection of the Project proving the new improvements are in accordance with plans and specifications, and upon submittal of record drawings for all project improvements, the City will accept the Project and all improvements associated therewith and shall permanently operate and maintain the Project as a street or improvement within the City at its sole cost and expense. Any and all corrections determined to be necessary by the City for the Project to comply with the plans and specifications, shall be made by the County, or its Contractor, prior to the acceptance of the Project improvements for

operation and maintenance by the City. Such acceptance shall not be unreasonably withheld by the City. The County has no obligation to operate or maintain the Project improvements after its acceptance by the City.

10. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of the last signature here in below.

WITNESS:

Edson Augustin

RICHLAND COUNTY, SOUTH
CAROLINA

By: Paul Livingston

Print: Paul Livingston

Title: Richland County Council

Date: 6/5/19

WITNESS:

Mari Smith-Lutz

CITY OF COLUMBIA, SOUTH
CAROLINA

By: Teresa Wilson

Print: Teresa Wilson

Title: City Manager

Date: 6/11/2019

APPROVED AS TO FORM

Carson Cole
Legal Department City of Columbia, SC

EXHIBIT A

PROJECT NO.	2007
DATE	12/11/07
SCALE	AS SHOWN
BY	ICM
CHECKED	ICM
DATE	12/11/07

Design Prepared by: **ICM**
 2007
 ADDRESS: "A" Perry on Onondaga Campus of
 "University of South Carolina"
 Columbia, SC 29208

Project No. **2007**
 Title: **BRIDGE PLAN**

Discipline: **STRUCTURAL**
 Project Area: **BRIDGE**
 Date: **12/11/07**
 Location: **GREENE ST.**
 City: **COLUMBIA**

Prepared by:
HDR | ICA

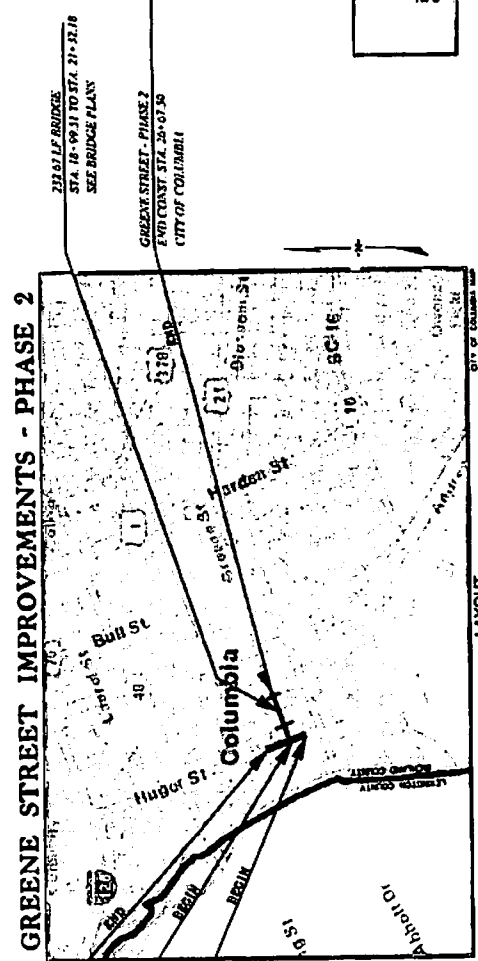
For Right Of Way Acquisitions:
 David A. Montgomery
 Consultant Engineer of Record

ENGINEER OF RECORD

 DAVID A. MONTGOMERY
 10 years
 12/11/07



UNIVERSITY OF SOUTH CAROLINA
 DEVELOPMENT
 FOUNDATION
 PREPARED FOR
 UNIVERSITY OF SOUTH CAROLINA
 DEVELOPMENT FOUNDATION



SECTION	START STA.	END STA.	WIDTH	TYPE
SECTION 1	14+00.00	14+80.00	10.00	CONCRETE
SECTION 2	14+80.00	15+20.00	10.00	CONCRETE
SECTION 3	15+20.00	15+60.00	10.00	CONCRETE
SECTION 4	15+60.00	16+00.00	10.00	CONCRETE
SECTION 5	16+00.00	16+40.00	10.00	CONCRETE
SECTION 6	16+40.00	16+80.00	10.00	CONCRETE
SECTION 7	16+80.00	17+20.00	10.00	CONCRETE
SECTION 8	17+20.00	17+60.00	10.00	CONCRETE
SECTION 9	17+60.00	18+00.00	10.00	CONCRETE
SECTION 10	18+00.00	18+40.00	10.00	CONCRETE
SECTION 11	18+40.00	18+80.00	10.00	CONCRETE
SECTION 12	18+80.00	19+20.00	10.00	CONCRETE
SECTION 13	19+20.00	19+60.00	10.00	CONCRETE
SECTION 14	19+60.00	20+00.00	10.00	CONCRETE

NOTE: CHECK AS NOTED AND IN ACCORDANCE WITH THE SPECIFICATIONS FOR BRIDGE CONSTRUCTION, SECTION 801.00, PART 1.00, AND THE STANDARD SPECIFICATIONS FOR BRIDGE CONSTRUCTION, SECTION 801.00, PART 2.00.

TRANSPORTATION PROGRAM

BRIDGE PLANS BOUND UNDER
 SEPARATE COVER

IS RITE 21 / 116 / 221 (HUBER ST.)
 END CONST. STA. 12+43.00
 START PROJ. ID. NO.: 0018231

GREENE STREET - PHASE 2
 BEGIN CONST. STA. 10+11.50
 CITY OF COLUMBIA

IS RITE 21 / 116 / 221 (HUBER ST.)
 BEGIN CONST. STA. 19+15.00
 START PROJ. ID. NO.: 0018231

ENVIRONMENTAL DOCUMENTATION
 ISSUE PERMIT _____ YES _____ NO _____
 PERMITS ACQUIRED _____ YES _____ NO _____
 PERMITS IN PROCESS _____ YES _____ NO _____

STATE OF SOUTH CAROLINA
 CALL 811
 BEFORE YOU DIG
 ALL UTILITIES MUST BE MAINTAINED AT ALL TIMES

RAILROAD CROSSING
 YES / NO

TRAFFIC DATA	GREENE STREET	HUBER STREET
TRUCKS	2	2
ADT	6400	14400
ADT	6400	14400

HDR | ICA
 1717 Oak Brook, Suite 1100, Columbia, SC 29204

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73. CLOSED DRAINAGE SYSTEM AND LIGHTING DETAILS



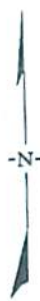
UNIVERSITY OF SOUTH CAROLINA
**DEVELOPMENT
 FOUNDATION**



TRANSPORTATION
 PROGRAM

THIS PROJECT FUNDED BY:

**PROPOSED PLANS FOR
 UNIVERSITY OF SOUTH CAROLINA
 DEVELOPMENT FOUNDATION
 GREENE STREET IMPROVEMENTS PHASE II
 GREENE STREET BRIDGE OVER CSX &
 NORFOLK SOUTHERN RAILROAD**



Submit Shop Plans to:
 HRI/ICA ENGINEERING
 1122 Lady Street, Suite 1100
 Columbia, SC 29201
 (803) 254-6800

Approximate Location of Bridge is
 Latitude 33° 59' - 30"
 Longitude 81° 07' - 21"

SCDOT REVIEW	FOR CONSTRUCTION	
	INITIAL	DATE
PRECONSTRUCTION SUPPORT - ROAD		
PRECONSTRUCTION SUPPORT - STRUCTURES		
BRG. DESIGN MANAGER		
BRG. PROGRAM MANAGER		

THE INITIALS ABOVE DO NOT RELIEVE THE ENGINEER OF RECORD OF THE RESPONSIBILITY TO DESIGN THIS PROJECT IN ACCORDANCE WITH ALL APPLICABLE CRITERIA.

SITE LOCATION LAYOUT
 CONSTRUCT 232'-8" (R.C. DECK & PRESTRESSED BEAMS)
 BRIDGE FROM STA. 18+99.51 TO STA. 21+32.18
 ALONG & PROPOSED GREENE STREET

NET LENGTH OF ROADWAY	0.903 MILES
NET LENGTH OF BRIDGES	0.064 MILES
NET LENGTH OF PROJECT	0.964 MILES
LENGTH OF EXCEPTIONS	0.000 MILES
GROSS LENGTH OF PROJECT	0.964 MILES

3 DAYS BEFORE DIGGING BY
 SOUTH CAROLINA
CALL 811
 SOUTH CAROLINA 811 (SC811)
 WWW.SC811.COM
 ALL UTILITIES MAY NOT BE A MEMBER OF SC811

TRAFFIC DATA

2017	ADT	4,970	V.P.D.
2037	ADT	7,390	V.P.D.
	TRUCKS	1.0	%

ASSET ID _____ NOT ASSIGNED _____

NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2002 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

PLANS PREPARED BY

HRI | ICA

ICA Engineering, Inc.
 1122 Lady Street, Suite 1100, Columbia, SC 29201

ENGINEER OF RECORD

SCDOT LICENSED PROFESSIONAL ENGINEER
 ICA ENGINEERING
 NC No. 0645

SCDOT LICENSED PROFESSIONAL ENGINEER
 ICA ENGINEERING
 SC No. 2002

FOR CONSTRUCTION: Richard Estlin DATE: 4/22/2017

REVIEWED	DATE	BY	CHK. DATE
ALC	3/14		
CPA	3/20		
BY	CPK		

DATE	NO.	DESCRIPTION
10/15/20	1	ISSUED FOR PERMITS
10/15/20	2	REVISED PER PERMITS
10/15/20	3	REVISED PER PERMITS



UNIVERSITY OF SOUTH CAROLINA
DEVELOPMENT
FOUNDATION

CONSTRUCTION PLANS

PREPARED FOR
UNIVERSITY OF SOUTH CAROLINA
DEVELOPMENT FOUNDATION
DEVINE STREET AND GADSDEN STREET
RAILROAD CROSSING CLOSURE PROJECT

MOBILE PERMIT INFORMATION

County District: _____
 Highway County District: _____

Disturbed Area: 0.1 Acres
 Paved Area: 0.8 Acres
 Combined Disturbed and Paved Area: 0.9 Acres

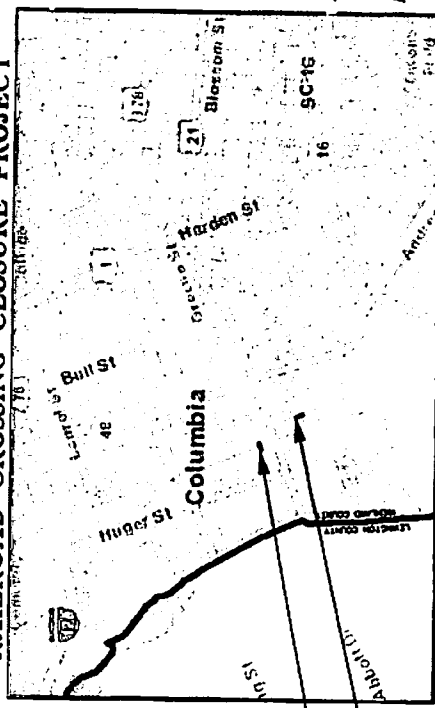
Disturbed Area: 0.2 Acres
 Paved Area: 0.3 Acres
 Combined Disturbed and Paved Area: 0.5 Acres

Approximate Location of Project on _____

Contractor: _____
 Engineer: _____
 License No.: _____

Mobile District: _____
 License No.: _____

Applicable to: _____
 Issued by: **HDR | ICA**



PROJECT LOCATION
 DEVINE STREET & GADSDEN CROSSING
 CLOSURE
 PROJECT LOCATION
 GADSDEN STREET RAILROAD CROSSING
 CLOSURE

EMERGENCY RESPONSE INFORMATION

URGENT PERSON	YES	NO
HAZARDOUS MATERIAL	YES	NO
DOT CERTIFICATION	YES	NO
OSHA CAP	YES	NO
HAZARDOUS WASTE	YES	NO

RAILROAD INVOLVEMENT
 YES / NO

3 DAYS BEFORE WORKING IN
 SOUTH CAROLINA
 CALL 811
 OPERATIONS AT 1-800-368-5877
 ALL UTILITIES MUST BE LOCATED BY 811

ENGINEER OF RECORD

Professional Engineer Seal: _____
 License No.: _____
 State of South Carolina

Professional Engineer Seal: _____
 License No.: _____
 State of South Carolina

TYPE CODE FUNCTION: _____
 DATE: _____

HDR | ICA

151 Lakeshore Drive
 Columbia, SC 29203
 803-799-7000

NOTES: 1. ALL WORK SHALL BE COMPLETED BY THE DATE OF THE PERMIT. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLUMBIA AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION.