

RESOLUTION NO.: R-2015-050

ORIGINAL  
STAMPED IN RED

*Authorizing the City Manager to execute an Agreement between the City of Columbia and Edwards Communities Development Company for Parking, Lighting, Curb, Gutter and Sidewalk Improvements underneath the Blossom Street Bridge*

BE IT RESOLVED by the Mayor and City Council this 16th day of June, 2015 that the City Manager is hereby authorized to execute the attached Agreement, or on a form approved by the City Attorney, between the City of Columbia and Edwards Communities Development Company for Parking, Lighting, Curb, Gutter and Sidewalk Improvements underneath the Blossom Street Bridge.

Requested by:


Assistant City Manager Gentry

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 6/16/2015

Final Reading: 6/16/2015

**AGREEMENT FOR PARKING, LIGHTING, CURB AND GUTTER  
AND SIDEWALK IMPROVEMENTS UNDERNEATH  
BLOSSOM STREET BRIDGE**

THIS AGREEMENT is made and entered into this 29th day of June, 2015, by and between **EDWARDS COMMUNITIES DEVELOPMENT COMPANY**, an Ohio limited liability company (hereinafter referred to as the "Developer") and the **CITY OF COLUMBIA**, a body politic and subdivision of the State of South Carolina (hereinafter referred to as the "City").

WHEREAS, the Developer developed a plan to perform construction activities underneath the Blossom Street Bridge (the "Bridge") for the Developer's \$44.5 million residential apartment project referred to as "*Greene Crossing*" (the "Project") located adjacent to the Bridge, including the construction of a sidewalk and certain roadway improvements (the "Developer's Improvements"); and

WHEREAS, the City has also committed to the construction of certain public improvements underneath the Bridge, including parking, lighting, sidewalk and curb and gutter (the "City Improvements"); and

WHEREAS, the City, in its plan for City Improvements expanded on the Developer's plans for Developer's Improvements, which expansion resulted in some overlap of plans and the duplication of some elements of the improvements; and

WHEREAS the Developer wishes to expedite the construction process by proceeding with completing all of the Developer's Improvements and the City's Improvements in conjunction with the completion of the Developer's project. Further, it is prudent to proceed with the City Improvements and the Developer's Improvements simultaneously rather than independently of each other since the area associated with these proposed improvements is small in nature and does not lend itself to multiple contractors working simultaneously. Therefore, it will be more cost and time effective for the City Improvements to be performed by the same contractor (the "Contractor") as is performing the Developer's Improvements.

NOW, THEREFORE, in consideration of the sum of Five and No/100 (\$5.00) Dollars and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**WITNESSETH**

For and in consideration of the mutual covenants and promises contained herein, and intending to be legally bound the parties covenant, promise and agree as follows:

- 1) Engineering: The City has completed the engineering of the City Improvements and has provided those documents, along with the bid sheet and project specifications to the Developer. The plan sheet is included as part of this Agreement and referred to

as Exhibit "A". The SCDOT encroachment permit associated with the City Improvements is attached hereto as Exhibit "B".

- 2) Bid Process: The Developer has completed a bid process for the work being performed on the Project as well as a bid from the same contractor for both the City Improvements and the Developer's Improvements. This is being done in effort to maximize the opportunity to ensure both the City Improvements and Developer's Improvements are implemented as efficiently as possible and to avoid damage to one another's work by the other.
- 3) Project Construction: The Developer shall be responsible for proceeding with all work associated with the City Improvements in conjunction with the Developer's Improvements in this same area and ensure all such City Improvements are in compliance with the City's specifications, regulations and requirements, including applicable inspections, all in accordance with plans approved by the City.

The total project construction costs for the City Improvements are based on the bid estimate of \$327,475.00, a copy of which is attached hereto as Exhibit "C" (the "Cost Estimate"). Notwithstanding the Cost Estimate, it is understood and agreed that the actual total project construction costs may be less than or may exceed the Cost Estimate including any approved field change orders for the City Improvements being constructed. Should the actual total project construction costs exceed the Cost Estimate, any such increase must be presented to City staff for its approval, in its sole and exclusive discretion. Such approval must follow City procurement guidelines associated with the change order being considered.

In recognition of the cost and time savings for the work to be completed as the result of the simultaneous construction and the overlap in construction plans that eliminated the Developer's need to perform certain construction activities for Developer's Improvements, Developer shall contribute Twenty-One Thousand and NO/100 (\$21,000) dollars toward the Cost Estimate of the City Improvements and will also be responsible for the cost of an additional seven (7) pedestrian lights to be placed underneath or adjacent to the bridge and along Pulaski Street adjacent to the Developer's project. Developer shall also install the curb and gutter and sidewalk adjacent to The Project.

Upon completion of the of the City Improvements, the Developer shall provide to the City record drawings as prepared by the Developer's engineer that reflect the City Improvements made underneath the Bridge for the City's review and approval. The City shall perform inspections of and approve the City Improvements work underneath the Bridge.

- 4) City's Contribution: The City agrees to pay the costs for the City Improvements within 15 days of receiving and approving the Developer's invoice itemizing the actual total project construction costs based on the Cost Estimate.

- 5) Developer shall pay to the Contractor all amounts due to Contractor for the City Improvements within fifteen (15) days of Developer's receipt of City's contribution, above.
- 6) Project Finalization: The City agrees that upon completion of construction, final inspection by the City, approval of record drawings by the City, the City shall accept maintenance responsibility for the City Improvements.
- 7) Termination of Agreement: The City may terminate this Agreement at any time upon any of the following grounds:
- a. Failure by the City to appropriate funds for the performance of the City Improvements required in this Agreement;
  - b. The Developer fails to perform any of the obligations required in this Agreement and does not correct such deficiency within thirty (30) days after having been notified by the City of such deficiency;
  - c. Force Majeure; and
  - d. Mutual Agreement.
- 8) Notice: Notices shall be sent by certified mail, return receipt requested as follows:
- If to the City: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.
- If to the Developer: Edwards Communities Development Company, Attn: Ryan Szymanski, 495 south High Street, Suite 150, Columbus Ohio, 43215.
- 9) Ownership of Project Documents: All data, documents, plans, record drawings or other information of any description generated by or used in connection with the City Improvements shall be the property of the City and shall not be copyrighted.
- 10) Indemnification: Developer shall hold harmless, indemnify and defend City and its agents and employees from and against any and all claims, damages, fines, losses and expenses, including attorneys' fees, arising out of or resulting from the construction of the Developer's Improvements and City Improvements underneath the Blossom Street bridge, whether such activity is conducted by the Developer or its agents, employees, Contractors or subcontractors.
- 11) Insurance: To ensure the indemnification required by section (10) above, Developer shall provide the City proof of liability insurance as follows:

a. An owner's and contractor's protective liability policy issued in the name of the owner for whom the activity is to be performed, with the City named as an additional insured, in an amount not less than \$300,000.00 per occurrence limit for bodily injury, personal injury and property damage, with an aggregate liability not less than \$600,000.00; and

b. A separate general liability policy naming the contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$300,000.00 per occurrence and \$600,000.00 aggregate limit for bodily injury, personal injury and property damage.

c. Developer may elect not to provide an owner's and contractor's protective liability policy as required by this section, but if such election is made the limits of liability required on the general liability policy required by this section shall be no less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate limit for bodily injury, personal injury and property damage.

d. Developer may further elect not to provide any proof of liability insurance to the City as required by this section, but if such election is made an indemnity surety bond in an amount not less than \$4,000,000.00 and approved as to surety and form by the City Attorney shall be filed in lieu of the required insurance.

12) Warranty: The Developer shall obtain from the Contractor the following warranty regarding the construction of the City Improvements. In the event that the Developer fails to secure such warranty in favor of the City, Developer shall assume any and all liability for the repair and/or replacement of the City Improvements in the event that the City discovers any defects in the work of the Contractor.

For a period of at least one (1) year after the completion of the contract, the Contractor warrants the fitness and soundness of all work done and materials and equipment put in place under the contract for construction of public parking improvements and lighting underneath the Blossom Street bridge. Neither the certificate of final acceptance, payment of the final estimate, nor any provision in this Agreement, nor partial or entire occupancy of the premises by the City shall constitute and acceptance of work not done in accordance with this Agreement, nor relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials and workmanship. The Contractor shall remedy any defects in the work and pay or any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

13) Miscellaneous:

a. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Developer.

- b. The Developer is not the City's agent or employee.
  - c. The Developer will not assign or sublet its obligations to perform the services required by this Agreement to any party not approved by the City without the written consent of the City.
  - d. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Parties agree to be subject to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.
  - e. The failure of either the Developer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
  - f. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
  - g. This Agreement is subject to City Council approval.
  - h. This Agreement shall be binding upon the City and the Developer, its respective successors and assigns, subject to Item c above.
- 14) Entire Agreement: This Agreement constitutes the sole and entire Agreement of the parties. This Agreement can only be changed with the written consent of both parties.
- 15) Captions/Headings: Section headings are for purposes of clarification, convenience and identification only and shall not be used to interpret or construe this Agreement.

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Notary Public, State of Ohio  
My Commission Expires 01-02-2016  
Jessica Schumann



Witness the hand and seal of the undersigned this 29th day of June,

2015.

WITNESSES:

[Handwritten Signature]  
\_\_\_\_\_  
[Handwritten Signature]  
\_\_\_\_\_

**Edwards Communities Development  
Company**

By: [Handwritten Signature]

Name: Ryan Szymanski

Title: President

**ACKNOWLEDGEMENT**

STATE OF OHIO )

COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this 29th day  
of June, 2015 by Ryan Szymanski, President of  
(Name of Officer and Title)

Edwards Communities on behalf of the within-named Developer  
Development Company, LLC

Jessica Schueren  
NOTARY PUBLIC FOR OHIO  
MY COMMISSION EXPIRES: 01-09-2019



Jessica Schueren  
Notary Public, State of Ohio  
My Commission Expires 01-09-2019

Witness the hand and seal of the undersigned this 17<sup>th</sup> day of June, 2015.

WITNESSES:

Erika D. Moore  
BY Daniel

CITY OF COLUMBIA

By: Teresa B Wilson

Name: Teresa B Wilson  
Title: City Manager

STATE OF SOUTH CAROLINA)  
COUNTY OF RICHLAND )

**ACKNOWLEDGEMENT**

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2015 by Teresa B Wilson, City Manager of Columbia, South Carolina  
(Name of Officer and Title) (City and State)  
on behalf of the within-named City of Columbia.

Erika D. Moore  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 4.16.2022

APPROVED AS TO FORM  
Janne Lisawski  
Legal Department City of Columbia, SC





TN 16612

EXHIBIT B  
SCDOT Encroachment Permit

16 15 178 441

Application for Encroachment Permit

S.C. Department of Transportation  
Form 637 (Rev. 06/2014)

Contact Information

**Applicant:** City Of Columbia  
**Street:** 1136 Washington St  
**City:** Columbia  
**State:** SC Zip Code: 29201  
**Phone:** (803)545-4897 Fax: 9888199  
**Email:** blgable@columbiasc.net  
**Contact:** Bennie Gable

Project Location

**Primary County:** Richland

County	Road Name
Richland	Blossom Street

**1. Type of Encroachment:** OTHER  
Parking

**2. Description of Location:**

Under the west end of the Blossom Street bridge crossing the railroad tracks

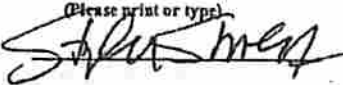
(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

Customer Agreement

3. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof. The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of way", "Standard Specifications for Highway Construction", the "General Provisions" and "Special Provisions", attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way. **DISCHARGES OF STORM WATER AND NON-STORM WATER:** Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit(s) issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The encroachment permit will not be issued until the applicant has received an NPDES construction permit from SC Department of Health and Environmental Control.

The applicant agrees to comply with all current SCDOT Standards Specifications for Highway Construction including all Supplemental Technical Specifications. The applicant hereby further agrees, and binds his/her/its heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the physical appurtenances contemplated herein, and the applicant agrees to indemnify and hold SCDOT harmless from and against any and all claims for personal injury and/or property damage which may be sustained by reason of the construction, maintenance or existence of said encroachment on the SCDOT's right of way.

Applicant's Name: City of Columbia Date: 12/3/2014

(Please print or type)  
Applicant's Sig:  Title: Assistant City Engineer

For Office Use Only

**For Office Use Only**

In accordance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:

See Attached Special Provision and/or Permit Requirements

NPDES Permit  
Nbr:

(Date received by res. Maint. Engr.)

  
(SCDOT Approval)

2/23/15  
(Date)

**Application for Encroachment Permit**  
**General Provisions**

1. **DEFINITIONS:** The word "Permittee" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed, his, her, its, heirs, personal representatives, successors and assigns. The word "DEPARTMENT" shall mean the South Carolina Department of Transportation.
2. **NOTICE PRIOR TO STARTING WORK:** Before starting the work contemplated herein within the limits of the highway right of way, the Department's Resident Maintenance Engineer in the county in which the proposed work is located shall be notified 24 hours in advance so that he may be present while the work is under way.
3. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the Department or law enforcement officer on demand.
4. **PROTECTION OF HIGHWAY TRAFFIC:** The applicant shall be responsible for the protection of the highway traffic at all times during the construction, maintenance, removing or moving of the encroachment permitted herein. Detours, barricades, warning signs and flagmen, as necessary, shall be provided by and at the expense of the Permittee and shall be in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD). The work shall be planned and carried out so that there will be the least possible inconvenience to the motoring public. The Permittee agrees to observe all rules and regulations of the Department while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
5. **STANDARDS OF CONSTRUCTION:** All work shall conform to the Department's standards of construction and shall be performed in a workman-like manner. The applicant shall make adequate provisions for maintaining the proper drainage of the highway as it may be affected by the encroachment permitted herein. All work shall be subject to the supervision and satisfaction of the Department.
6. **FUTURE MOVING OF PHYSICAL APPURTENANCES:** If, in the opinion of the State Highway Engineer, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the highway, widening of the highway, or for any other sufficient reason, such moving shall be done on demand of the Department at the expense of the Permittee.
7. **RESTORATION OF HIGHWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES:** If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Department or at the option of the Permittee, the highway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
8. **COSTS:** All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
9. **ADDITIONAL PERMISSIONS:**
  - (a) It is distinctly understood that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights, as necessary, from said abutting property owners.
  - (b) The Permittee shall be responsible for obtaining all other approvals or permits necessary for installation of the encroachment from other government entities.

(c) There shall be no excavation of soil nearer than two feet to any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of this Department after an opportunity to be heard is given the owner of such line or appurtenant facility.

**10. ADDITIONAL WORK PERFORMANCE:**

(a) All crossings over the highway shall be constructed in accordance with "Specifications for Overhead Crossings of Light and Power Transmission Lines and Telegraph Lines over each other and over Highway Rights of Way in South Carolina," as approved by the Public Service Commission of South Carolina and effective as of date of this permit.

(b) All tunneling, boring, or jacking shall be done in such a way as not to disturb the highway surfacing.

(c) No pavement shall be cut unless specifically authorized herein.

(d) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein.

(e) Underground facilities will be located at minimum depths as defined in the "Utility Accommodations Manual" for the transmittant, generally as follows: 4 feet minimum for hazardous or dangerous transmittant, 3 feet minimum for other lines. The Department may approve shallower depths if adequate protection is provided. Such approval must be obtained in writing.

(f) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing the pavement. The section under the highway pavement and within a distance of three (3) feet on either side shall be continuous without joints.

**11. ACCESS:**

(a) Permittee is responsible for maintaining reasonable access to private driveways during construction.

(b) It is expressly provided that, with respect to any limited access highway, the Permittee shall not have or gain access from the main traveled way of the highway, or the on or off ramps to such facility, except upon approval by the Department.

**12. DRIVEWAYS:**

(a) The existing crown of the highway shall be continued to the outside shoulder line of the highway.

(b) If the driveway or approach is concrete pavement, the pavement shall be constructed at least 6 inches thick and with a minimum of class 2500 concrete. There shall be a bituminous expansion joint, not less than 3/4 inches in thickness, placed between the highway paving and the paving of the approach for the full width of the approach.

**13. BEAUTIFICATION:**

(a) All trees, plants, flowers, etc. shall be placed in accordance with the provisions specifically stipulated herein.

(b) All trees, plants, flowers, etc. shall be maintained by, and at the expense of, the Permittee and the provisions of this permit shall become null and void, if and when said Permittee ceases to maintain said trees, plants, flowers, etc.

**14. AS-BUILT PLANS:**

(a) The applicant shall provide the Department with survey-quality as-built plans in accordance with the requirements set forth in the Department's "A Policy for Accommodating Utilities on Highway Rights of Way".

ENCROACHMENT PERMIT NO. TN 16612  
SPECIAL PROVISIONS

1. Premises Subject to Encroachment Permit. The Premises covered by this Encroachment Permit is generally described as the highway right of way located under the Blossom Street bridge immediately east of the intersection of Huger and Blossom Street in Columbia, being more fully described and delineated on "Exhibit A" attached hereto and made a part hereof.
  
2. Restricted Use of Premises
  - a) APPLICANT's use of the Premises shall be subordinate at all times to SCDOT's use of the Premises for Highway Purposes. APPLICANT shall use and maintain the Premises at all times in a manner that will not interfere with the use of the Premises for Highway Purposes. As used herein, the term "Highway Purposes" means the operation, use, construction or maintenance of the highway facilities, including but not limited to the piers, columns and other structural support of the highway facilities.
  
  - b) APPLICANT plans to develop the property adjoining the Premises into a student housing facility consisting of approximately \_\_\_\_\_ beds (hereinafter referred to as "the Project"). APPLICANT shall use and manage the Premises exclusively for the parking of users of the student housing facility passenger vehicles. The Premises will be gated with controlled access regarding such vehicles. Any other use of the Premises for the Project must be approved by SCDOT's District Engineering Administrator through the issuance of another encroachment permit or an amendment to this Permit. At no time shall any vehicle be used as living and/or sleeping quarters while parked on the Premises. The Premises shall not be used for parking for the general public.
  
  - d) SCDOT has complete authority to require the APPLICANT to install approved protective barriers at bridge piers and at low elevation structures of the bridge. SCDOT can reasonably regulate or prohibit the type of machinery and use of the Premises in any manner necessary to insure protection of highway facilities. Notwithstanding the foregoing, SCDOT understands that APPLICANT intends to develop the Premises as a paved parking area containing approximately \_\_\_\_\_ spaces and intends to develop APPLICANT's property for the Project and to use the Premises as parking and pedestrian access from the Premises for such Project.

- e) Vehicular access to the Premises will be restricted by APPLICANT with fences, bollards or other means to prevent regular use of vehicles larger than a passenger vehicle (16' height limitation), but to allow access by emergency vehicles, fire trucks and SCDOT's maintenance vehicles and trucks whenever necessary.
- f) No use will be made of the space within four and a half (4.5') feet of any bridge pier or column, and said piers or columns shall be protected by APPLICANT, at no expense to SCDOT, with protective devices suitable to and approved by SCDOT's District Engineering Administrator, or his or her designee. No pavement will be utilized within five (5') feet of any bridge pier or column.
- g) All construction plans and improvements to the Premises must be preapproved by SCDOT's District Engineering Administrator, or his or her designee, who may be contacted as follows: \_\_\_\_\_  
\_\_\_\_\_.
- h) The following modifications to the Premises shall not be allowed:
  - (1) change in site grades or fill elevation;
  - (2) trenching for drain structures; or
  - (3) additional storm water drainage discharged into Bridge ponds.
- i) Without the prior written approval of SCDOT's District Engineering Administrator, or his or her designee, the APPLICANT shall not perform any of the following actions on or to the Premises:
  - (1) change or divert, or fill drainage under or around bridge structures;
  - (2) mine, remove soil or any ground materials; or
  - (3) install signs, displays or lighting.
- j) Except for normal amounts of such materials found in the normal operation of passenger motor vehicles, no flammable, explosive or hazardous materials of any kind shall be allowed on the Premises.
- k) The operation and use of the Premises by APPLICANT shall not permit objectionable smoke, fumes, steam, vapor, or odors to rise above the grade line of the bridge.
- l) The Premises shall be subject to SCDOT's superior right for Highway Purposes at all times.

(1) Entry for emergency inspections and/or repairs. If SCDOT, in its sole discretion, determines that emergency inspection and/or repairs are necessary in the interest of public safety, SCDOT, its agents, contractors, and employees, shall have the right to enter the Premises immediately without notice to APPLICANT for the purposes of such inspection and/or repair. If SCDOT determines it is necessary to remove any vehicles for purposes of the emergency inspection and/or repairs, SCDOT shall have the right to have the vehicles immediately removed and APPLICANT shall reimburse SCDOT for the expenses of removal and hold harmless SCDOT from any claims or causes of action for damages to such vehicle by reason of the towing.

(2) Entry for non-emergency situations. In cases other than such emergencies, SCDOT, its agents, contractors, and employees, shall have the right to enter the Premises upon no less than 48 hours prior notice for any reason including routine maintenance, repair and inspection of the Premises or the highway or Bridge facilities. APPLICANT shall remove or have removed at its own cost any vehicles or other obstructions to such work.

(3) Responsibility of damages or injuries. Except in the case of their gross negligence or willful misconduct, neither SCDOT, nor its agents or employees, shall be held responsible for costs or damages to the APPLICANT, or anyone claiming through APPLICANT, for damages to property or injuries to persons arising from such work.

3. Condition of the Premises. APPLICANT acknowledges that it has examined and knows the condition of the Premises and that no representations as to the condition or repair of the Premises have been made to APPLICANT by SCDOT. SCDOT MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE PREMISES OR THE FITNESS OF THE PREMISES FOR APPLICANT'S INTENDED USE. SCDOT shall have no responsibility for the security of the Premises for APPLICANT's use.

4. Repairs, Improvements, or Modifications. The APPLICANT shall keep the Premises in a good and safe state of repair. The APPLICANT shall make no repairs, modifications, or improvements on the Premises without the prior written consent of SCDOT's District Engineering Administrator or his or her designee. The following improvements are generally the APPLICANT's planned improvements to be installed and constructed at its own expense, which have been generally approved by SCDOT:



**APPLICANT will improve the Premises for function and attractiveness that will be used to augment passenger vehicular parking needed by the Project, including paving, fencing, landscaping and installing pylon protectors, emergency call-boxes and lighting.**

5. **Outdoor Advertising.** No outdoor advertising shall be allowed on the Premises.
6. **Responsibility for claims.** Neither SCDOT nor the Federal Highway Administration (FHWA) shall be liable for any claims or damage occasioned by reason of the condition of the Premises or occupancy of the Premises by APPLICANT during the term of this Permit and APPLICANT shall hold harmless SCDOT and FHWA from any such claims or damages, including all damages to the highway facilities by reason of the APPLICANT's, or anyone claiming under the APPLICANT's, use. The APPLICANT shall also hold harmless the SCDOT and FHWA from any and all damages (including attorneys fees and costs) arising from claims or causes of action for damage to property or injuries to persons, including death, arising out of the use of the Premises by the APPLICANT, its agents, contractors, employees or patrons. The foregoing hold harmless clause shall not apply to any gross negligence or willful misconduct on the part of SCDOT or FHWA and shall also not apply to any damages caused by structural failure of SCDOT's piers and columns on the Premises.
7. **Taxes and Insurance.** The APPLICANT agrees to pay for all taxes, insurance, water and other utilities, or fees imposed or charged upon the Premises, or upon the SCDOT or APPLICANT in respect thereof. At the execution of this Permit there are no taxes due and owing on the Premises. If at any time during the term of this Permit any taxes or fees are assessed against the Premises, SCDOT shall notify APPLICANT upon receipt of such notice and APPLICANT shall make payment for such taxes or fees directly to the entity assessing the taxes or fees and provide SCDOT a copy of the paid receipt. As used herein, the term "fees" shall be limited to charges or fees assessed by a local or state governing authority in connection with APPLICANT's improvements or use of the Premises and shall not include any fees or charges assessed in connection with the highway or Highway Purposes.
8. **Compliance with Laws.** The APPLICANT agrees to use the Premises for legal purposes only and agrees to comply with all local, state, and federal laws and ordinances governing the use and occupancy thereof.
9. **Termination or Revocation of Permit.** This Permit is a conditional permission to use the Premises as set forth herein and is subject to termination and/or revocation at any time that SCDOT determines the APPLICANT has violated the conditions, the APPLICANT

has abandoned the use of the Premises, or the Premises are needed by SCDOT for Highway Purposes.

10. APPLICANT's Duty upon Termination of Permit. Upon termination or revocation of the Permit, APPLICANT shall vacate the Premises and leave it in good and clean condition, free of vehicles and debris. Any modifications or improvements to the Premises made by APPLICANT shall at the option of SCDOT, become SCDOT property and APPLICANT shall surrender same to SCDOT. SCDOT may require the removal of any improvements made by the APPLICANT. If such request is made, the removal shall be accomplished by the APPLICANT in a manner prescribed by SCDOT at no cost to SCDOT and this provision shall survive the termination or ending of the Permit term.
11. Assignment. The APPLICANT may not assign or sublet the Premises during the term of the Permit without SCDOT's prior written approval and the concurrence of FHWA, which approval will not be unreasonably withheld.
12. Permit subject to other rights.
  - a) This Permit is subject to any and all other underlying fee simple ownership interests, public utility and railroad rights of user, reservations, easements, rights of way, control of access, zoning ordinances and restrictions or protective covenants that may appear of record, allowed by law, or apparent from an inspection of the Premises.
  - b) SCDOT holds Control of Access rights along the boundary line of many of its properties. For the purpose of this Permit and during the active term of this Permit, any Control of Access applicable to the Premises will be as shown "Exhibit "B", attached hereto and made a part hereof. APPLICANT will be given no access to the Premises across the Control of Access line without prior approval of SCDOT.
13. Non-discrimination Clause. The parties covenant that the use of these premises pursuant to this Agreement shall in no way discriminate on the grounds of race, religion, color, sex, age, disability or national origin.
14. Changes to this Permit Agreement. No changes shall be made to this Permit without the written approval of SCDOT, the APPLICANT, and FHWA.
15. Environmental. APPLICANT shall be responsible for the clean up of any environmental waste contamination caused by its use of the Premises.

**EXHIBIT C  
Cost Estimate**

**BID PROPOSAL**

FROM: LAD CORPORATION OF WEST COLUMBIA

PG101501

REV. 08/04/15

27-May-15

PROJECT PARKING LOT PLAN FOR UNDER BLOSSOM ST. BRIDGE  
DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY  
APPENDUM. IN THE EVENT THE CONTRACTOR MAKES ANY CHANGES, THE BID WILL NOT BE READ  
PUBLICLY AND THE PROPOSAL WILL BE REJECTED AND NOT CONSIDERED.

Item No.	Description	Estimated Quantities	Unit	Unit Price	Amount
1	Mobilization, Staking and Grading	1	LS	\$36,500.00	\$36,500.00
2	Curb and Gutter 24"	1,360	LF	\$20.50	\$27,880.00
3	Asphalt Paving (2" Surface, 6" Base)	983	SY	\$29.75	\$29,244.25
4	4" Concrete	8,940	SF	\$4.18	\$37,363.20
5	10" Wide x 4" Thick Concrete Sidewalk	12	CY	\$402.00	\$4,824.00
6	4" Concrete Pad	25	CY	\$491.85	\$12,788.10
7	Concrete Wheel Stops	33	EA	\$65.00	\$2,145.00
8	Lighting Wall Packs, Conduit, Junction Boxes & Meter Including Connection	1	LS	\$112,250.00	\$112,250.00
8	Bike Racks	5	EA	\$900.00	\$4,500.00
10	4" Wide Thermoplastic Striping (Mopeds & Around Bike Racks)	334	LF	\$2.65	\$885.10
11	4" Wide Thermoplastic Striping (Parking)	479	LF	\$2.65	\$1,269.35
12	8" Wide Thermoplastic Striping (Crosswalk)	77	LF	\$15.00	\$1,155.00
13	2" Wide x 6" Long Single Sheet Thermoplastic Continental Striping (Crosswalk)	8	EA	\$450.00	\$3,600.00
14	Only Direction Arrow and Lettering Thermoplastic Striping	4	EA	\$300.00	\$1,200.00
15	5ft Fence	335	LF	\$5.00	\$1,675.00
16	Sediment Tubing	20	LF	\$15.00	\$300.00
17	Jersey Barrier	20	LF	\$200.00	\$4,000.00
18	One Way Sign	1	EA	\$350.00	\$350.00
18	No Left Turn Sign	1	EA	\$350.00	\$350.00
20	Do Not Enter Sign	1	EA	\$350.00	\$350.00
21	Traffic Control	1	LS	\$1,500.00	\$1,500.00
22	Restoration	0.15	AC	\$16,666.67	\$2,500.00
23	Overlay existing Asphalt with 1 1/2"	1245	SY	\$12.00	\$14,940.00
24	Note: Duct Bank ... unit pricing \$18.50 per LF				
Total of Base Bid / Bid Online Total: (Sum of Items 1 through 24 above) \$301,575.00					
OWNERS CONTINGENCY \$25,900.00					
Total Bid Proposal Amount: (Sum of Items 1 through 25 above) \$327,475.00					

(Indicate the Sum Total of Bid Proposal Amount above in both figures and words. In case of discrepancy, the amount shown in words will govern.)

\* Total Base Bid / Bid Online Total. The bid bond for this project should be based on the total base bid amount listed above and on the bid online system.

\*\* Total Bid Proposal Amount. The performance and payment bond should be based on the total bid proposal amount listed above

The drawings and specifications are complementary of each other. What is called for by one shall be as binding as if called for by all. If a conflict between any of the above is discovered by the Contractor, the problem shall be referred to the Bid Coordinator as soon as possible for resolution by the Engineer. Should a conflict occur which is not resolved before bid time and/or is necessary to comply with mandatory requirements (i.e., codes, ordinances, etc.), it shall be the Contractor's responsibility to price and bid the highest value method.