ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
1	SCDOT will work with the Central Midlands Rural Transit Authority / COMET (CMRTA/COMET) and the Central Midlands Council of Governments (CMCOG) to develop two park-and-ride lots to improve mobility during construction and mitigate congestion resulting from the project. SCDOT would construct the two sites and maintain them during construction of the project. Engineering feasibility, timing and continued maintenance of the sites would be determined in coordination with CMRTA and the CMCOG prior to the start of construction. In the event a permanent site cannot be developed, SCDOT would work with CMRTA and CMCOG to identify and provide funding for existing parking lots that could be leased for park-and-ride use during construction.	SCDOT shall comply with this commitment by conducting a site assessments and evaluations for park and ride facility locations in the project area in coordination with CMRTA and CMCOG. Therefore, no work is required of the Contractor.	
2	SCDOT will implement a congestion management tool/commuter services application to improve mobility during construction and mitigate congestion by informing commuters of available options such as carpooling, ridesharing, vanpools and other transit oriented options.	SCDOT shall comply with this commitment. Therefore, no work is required of the Contractor.	
3	SCDOT will assist COMET/CMRTA ongoing efforts through such measures as accommodating transit (bus) stops at interchange locations, which may include bus turnout. In addition, SCDOT will work with CMRTA to monitor bus operations and capacity during construction and in the event that capacity is reached, SCDOT will provide support in determining funding for enhanced bus service during construction based upon a framework to be agreed upon with CMRTA.	SCDOT shall comply with this commitment. Therefore, no work is required of the Contractor.	

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
4	Prior to final design, SCDOT will coordinate with the City of Columbia and CMCOG to ensure that existing and planned bicycle and pedestrian facilities identified in the local and regional plans and existing and proposed connections to such facilities are accommodated where located within the limits of the Carolina Crossroads project at crossing routes and interchanges where feasible.	SCDOT has incorporated the appropriate aspects of this commitment into this Contract.	Contractor shall comply with this commitment by including appropriate bicycle and pedestrian accommodations within the Project.
5	During final construction, SCDOT will accommodate bicycle/pedestrian access. SCDOT will coordinate with the local municipalities and/ or trail groups to post information on temporary sidewalk or bicycle facility closures or detours. Sidewalk and/or bicycle lane/path closures will be communicated to the agency with jurisdiction at least 48 hours in advance and appropriate signage will be placed.	SCDOT will provide appropriate notice to local municipalities and/or trail groups for any temporary sidewalk or bicycle facility closures or detours.	Contractor shall comply with this commitment by supplying SCDOT with the appropriate closure information prior to closures in accordance with the public notice conditions of this Contract, including the Community and Public Relations Support Plan set forth in TP section 130.2.3.
6	SCDOT will acquire all new right-of-way and process any relocations in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.) and the SCDOT ROW Manual. The purpose of these regulations is to ensure that owners of real property to be acquired for federal and federally-assisted projects are treated fairly and consistently, to encourage and expedite acquisition by agreements with such owner, to minimize litigation and relieve congestion in the courts, and to promote public confidence in federal and federally-assisted land acquisition programs. Temporary construction easements may be needed for some properties. SCDOT will temporarily use these properties during construction and would provide compensation to the landowner for the temporary use. The property will be fully returned to the owner when the use of the property is no longer required, typically when construction is complete.	SCDOT shall comply with this commitment for parcels acquired and provided to the Contractor for use on this Project.	

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
7	Changes in access for school bus routes will be discussed with the school system in advance of when they will actually take place, so that the school systems can adjust routes in a timely manner. Coordination with local school districts will also occur during construction. SCDOT and the Contractor will coordinate with the school system during development of the community outreach program.	SCDOT will provide appropriate notice to the local school districts.	The Contractor shall comply with this commitment by supplying SCDOT with the appropriate closure information and providing construction alert drafts to allow enough time for approvals and distribution in accordance with the public notice conditions of this Contract outlined in this Contract, including the Contract Requirements, Community and Public Relations Support Plan set forth in TP section 130.2.3.
8	Written translations of public involvement documents will be provided for Spanish language speaking populations, as well as other measures determined by SCDOT to ensure meaningful access to project information during construction. Efforts will be made to ensure meaningful opportunities for public participation during construction. Additional meetings will be held when warranted to address community concerns.	SCDOT shall comply with this commitment.	
9	The Contractor(s), through a community outreach program, will let the community know what types of closures to expect (i.e. temporary, long-term), when to expect them and who to contact, if needed. SCDOT and the Contractor(s) will coordinate with emergency service providers such as police, fire protection and ambulance services before construction to ensure that access for emergency vehicles will be maintained.	SCDOT will be responsible for directing the communications efforts with the community. SCDOT will provide appropriate notice to emergency service providers.	The Contractor shall comply with this commitment by supplying SCDOT with the appropriate maintenance of traffic information and providing construction alert drafts no less than ten days prior to the start of any closure or change in traffic configuration due to construction to allow enough time for approvals and distribution in accordance with the public notice conditions of this Contract, including the Community and Public Relations Support Plan set forth in TP section 130.2.3.

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
10	Based on the studies thus far accomplished, SCDOT intends to install highway traffic noise abatement measures in the form of a barrier at Noise Sensitive Area (NSA) O, R and S. ~~These barriers are located on the south side of I-20 from the Saluda River extending approximately 2,300 feet west (Barrier O); on the north side of I-20 from approximate station 224+90 to approximate 270+34.81 the Broad River Road to approximately 4,550 feet east towards the Broad River (Barrier R); and on the south side of I-20 from approximate station 223+85.23 to approximate station 267+64.89 the Broad River Road exit extending approximately 4,380 feet east towards the Broad River (Barrier S).~~ These preliminary indications of likely abatement measures are based upon preliminary design for a barrier cost of $35.00 per square foot that will reduce the noise level by at least 5 dB(A) for residences. ~~If it subsequently develops during final design that these conditions have substantially changed, the abatement measures might not be provided.~~ A final decision of the installation of the abatement measure(s) will be made upon completion of the project's design. Since there are residences located on the opposite side of the interstate adjacent to Barriers O~~, R and S~~, the use of sound absorption materials will be assessed during final design ~~added to the barriers~~ to minimize noise reflectivity of the barriers towards receptors on the other side of the interstate. If changes are proposed to the noise wall configuration during design, the Contractor shall be responsible for revising the environmental documents (re-evaluation), updating traffic noise analysis, public involvement and construction of the noise wall(s).		The Contractor will comply with construction of Barrier O in Phase 3C of the Project. Barrier R and Barrier S will be constructed in other contracts for other Phases of the Carolina Crossroads Project. However, if the Contractor constructs the Project in a manner that is not consistent with the assumptions in the SCDOT prepared environmental documents, the Contractor shall be responsible for revising the environmental documents (re-evaluation), updating traffic noise analysis, public involvement and construction of noise wall(s) if determine to be reasonable and feasible in updated noise analysis.
11	In order to help local officials and developers consider highway traffic noise in the vicinity of a proposed Type I project, SCDOT will inform them of the predicted future noise levels and the required distance from the roadways needed to ensure that noise levels remain below the NAC for each type of land use per 23 CFR 772.J 7. The information will be provided within three months of the Record of Decision (ROD) publication.	SCDOT has completed this commitment. Therefore, no work is required of the Contractor.	

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
12	During construction, powered construction equipment will not be operated during the traditional evening and/or sleeping hours within 150 feet of a noise-sensitive site, to be decided either by local ordinances and/or agreement with SCDOT.		Noise-sensitive land uses are defined as Activity Categories A and B listed in Table 1 of 23 CFR, Part 772, Noise Abatement Criteria (NAC) and in the FEIS, Section 3.5 (Part 1). The Contractor shall comply with this commitment.
13	The Contractor(s) will be required to minimize possible water quality impacts through implementation of BMPs, reflecting policies contained in 23 CFR 650B and SCDOT's Supplemental Specification on Erosion Control Measures (latest edition) and Supplemental Technical Specifications on Seeding (latest edition). Other measures including seeding, silt fences, sediment basins, etc. as appropriate will be implemented during construction to minimize impacts to water quality.		The Contractor shall comply with this commitment. Contractor's performance of the requirements of TP 714, will constitute compliance with this commitment.
14	Stormwater modeling will be completed for the final design of the Project. Stormwater runoff would be mitigated by discharging stormwater into appropriately designed BMP's before being released into receiving waters. During construction, the Contractor(s) will identify and avoid all point sources of fecal coliform as identified in Chapter 3, Section 3.6 of the FEIS.		Two-point source facilities were identified at the I-20 crossing of the Saluda River in the FEIS: Woodland Utilities and Carolina Water Services. Contractor shall avoid impacts to these facilities.
15	A Section 401 State Water Quality Certification will be required for the overall project. SCDOT is responsible for obtaining the certification as part of the Joint 404/401 permit application process.		Any necessary permit modifications shall be the Contractor's responsibility. The permit modifications shall be acquired in the name of SCDOT and all coordination shall be conducted through SCDOT. See TP Section 160.3.2.1.1 for detailed information on the permit modification process.

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
16	The Contractor(s) is responsible for development of a project specific SWPPP and for obtaining a Section 402 NPDES permit for the project prior to initiating land disturbing activities.		The Contractor shall comply with this commitment. The Contractor shall prepare the NPDES permit package as outlined in TP 714 and perform coordination with SCDHEC to obtain the permit. The coordination process shall include the SCDOT Stormwater Manager. The permit shall be acquired in the name of SCDOT and all coordination shall be conducted through SCDOT.
17	A State Navigable Waters permit will be required for construction over any navigable waterways (i.e., the Saluda River). The Contractor will be responsible for obtaining this permit.		Any necessary permit modifications shall be the Contractor's responsibility. The permit modifications shall be acquired in the name of SCDOT and all coordination shall be conducted through SCDOT. See TP Section 160.3.2.1.1 for detailed information on the permit modification process.
18	Impacts to jurisdictional waters will be permitted under a Department of the Army Section 404 permit from the U.S. Army Corps of Engineers (USACE). Based on preliminary design, it is anticipated that the proposed project will be permitted under an Individual USACE Permit (IP). SCDOT will provide the USACE with information regarding any proposed activities during the Section 404 permitting process. One permit would be obtained for the overall project. The required mitigation for this project will be provided through a Permittee Responsible Mitigation (PRM) site, developed in consultation with the USACE and other resource agencies.	SCDOT obtained the Section 404/401 permit for the Project as defined in TP Section 160.3.2.1.1.	Any necessary permit modifications would be the Contractor's responsibility. The permit modifications shall be acquired in the name of SCDOT and all coordination shall be conducted through SCDOT. See TP Section 160.3.2.1.1 for detailed information on the permit modification process.

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
19	Detailed hydraulic and hydrologic studies for each bridge crossing will be performed to determine the correct sizing of bridges and culverts. The project will be designed to be consistent with local floodplain development plans. Prior to construction activity in the area, coordination with Dominion Energy and Federal Energy Regulatory Commission (FERC) will be required for the Lower Saluda River floodway crossings due to its function as part of a hydroelectric facility.		The Contractor shall comply with this commitment.
20	The project will be designed in an effort to meet "No-Rise" requirements. In the event a "No-Rise" condition cannot be achieved, coordination with FEMA will require the preparation of a CLOMR (Conditional Letter of Map Revision) / LOMR (Letter of Map Revision) package for the encroachment. Where regulatory floodplains are defined, hydraulic structures will be designed to accommodate a 100-year (1% annual chance) flood. Where no regulatory floodplains are defined, culverts and bridges will be designed to accommodate a 50-year or greater magnitude flood event. Ongoing design efforts to minimize floodplain impacts will be coordinated with resource and regulatory agencies during the final design process.		The Contractor shall comply with this commitment. Contractor's performance of the requirements of TP 714 will constitute compliance with this commitment.
21	Prior to construction, the selected Contractor(s) will send a set of final plans and request for floodplain management compliance to the local County Floodplain Administrator.		The Contractor shall comply with this commitment. Contractor's performance of the requirements of TP 714 shall constitute compliance with this commitment; a separate plan is not required.

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
22	No substantial impacts to floodplain values are anticipated from the proposed project. If conditions change based on final design, additional measures will be evaluated to restore lost floodplain values.		No substantial impacts to floodplains are anticipated based on the Refined RPA design, which proposed floodplain crossings adjacent to existing structures or within existing transportation corridors; it also assumed proposed crossings would provide existing or improved flow conditions. If the Contractor elects to construct the Project in a manner that is not consistent with the assumptions in the SCDOT prepared environmental documents, the Contractor shall be responsible for evaluating measures to restore lost floodplain value.
23	To mitigate for natural upland forested habitats, lost as a result of the project, SCDOT will plant trees (native species), as defined by the final design plans, within the rights-of-way adjacent to new or improved interchanges and roadways outside of required clear safety zones. Impacts to areas providing significant wildlife habitat, such as river floodplains and other large riparian buffers, will be minimized to the extent practicable through avoidance and minimization design measures such as the use of appropriate BMP's. Construction activities will be conducted within the disturbed footprint of the existing roadway and utility right-of-way to the maximum extent practicable.	SCDOT shall comply with this commitment.	

<table>
<tr><th>ID No.</th><th>Commitment</th><th>SCDOT Responsibility</th><th>Contractor Responsibility</th></tr>
<tr><td>24</td><td>To mitigate the temporary impacts to the Saluda Riverwalk Extension, SCDOT will notify the City of Columbia Parks and Recreation Department at least 48 hours in advance as to when the trail will be temporarily closed. SCDOT will also work closely with the Parks and Recreation Department to communicate the closing to trail users during construction. When construction is complete, the condition of the trail will be equal to existing conditions.</td><td>Commitment is not applicable for Phase 3C of the Project.</td><td>Commitment is not applicable for Phase 3C of the Project.</td></tr>
<tr><td>25</td><td>Prior to construction, the project Contractor will perform Phase II ESAs on the properties identified within the footprint, including the subject properties, and/or on the adjoining properties or the ROW. Ultimately, the Phase II ESAs will include environmental sample collection (e.g. soil, soil gas, and groundwater), specifically, in areas where a potential for disturbance of soil and/or groundwater exists. Asbestos Containing Material (ACM) and/or Lead Based Paint (LBP) testing will be assessed separately. Materials containing asbestos and lead-based paints will be managed and disposed of properly at an appropriate permitted facility to minimize impacts during the construction and cleanup. Activities will be monitored by a professional that is certified in the removal, handling and disposal of lead-based paint and/or asbestos-containing materials.</td><td>SCDOT will perform both ACM and LBP investigations on each of the buildings located on the following tax map numbers in the following table:
<table>
<tr><th>TMS #</th><th>Tract #</th></tr>
<tr><td>R04907-01-16</td><td>57</td></tr>
<tr><td>R04907-01-17</td><td>58</td></tr>
<tr><td>002899-06-009</td><td>137</td></tr>
<tr><td>002899-05-006</td><td>144</td></tr>
<tr><td>002899-05-019</td><td>145</td></tr>
<tr><td>002899-05-007</td><td>146</td></tr>
<tr><td>002899-05-012</td><td>151</td></tr>
<tr><td>R06008-01-06</td><td>156</td></tr>
<tr><td>002899-05-018</td><td>169</td></tr>
<tr><td>R06014-06-02</td><td>190</td></tr>
<tr><td>R06014-06-03</td><td>191</td></tr>
<tr><td>R06014-06-05</td><td>192</td></tr>
<tr><td>R06014-03-10</td><td>194</td></tr>
<tr><td>R06014-10-01</td><td>309</td></tr>
<tr><td>R06013-01-26</td><td>319</td></tr>
<tr><td>R05916-01-09</td><td>321</td></tr>
<tr><td>R05916-01-06</td><td>322</td></tr>
<tr><td>R05915-03-14</td><td>388</td></tr>
<tr><td>R07302-05-01</td><td>402</td></tr>
<tr><td>R07302-05-04</td><td>405</td></tr>
<tr><td>R07302-05-05</td><td>406</td></tr>
<tr><td>R07406-01-02</td><td>269</td></tr>
</table></td><td>For any other property/parcel within the Project Right of Way, Contractor-Designated Right of Way, Additional Right of Way, or Additional Areas, Phase 1 Environmental Site Assessments (ESA), Phase II Environmental Site Assessments, if applicable, and ACM/LBP surveys, if structures are present, shall be the responsibility of the Contractor.</td></tr>
</table>

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
		R06014-11-03 298 R06014-11-02 299 R06014-10-03 307 R06014-10-02 308 002834-01-022 666 002834-01-023 667 002898-02-002 685 003697-02-014 629 003697-02-048 630 002834-01-019 663 002834-01-020 664 002834-01-021 665 R07302-05-07 407 003697-05-033 547 003697-04-001 550 003697-04-002 551 003697-02-049 626	
26	A spill prevention, control, and countermeasures (SPCC) plan will be prepared in accordance with 40 CFR 112, for the handling of oils or oil-based products during construction to prevent a discharge of oil into navigable waters.		The Contractor shall comply with this commitment.
27	A hazardous waste management plan will be prepared for the handling of hazardous materials during construction, and an on-site health and safety plan will be developed for construction activities to protect human health (i.e. workers, residents, recreation and trespassers) and the environment within/proximate to the site. The hazardous waste management plan will also state that disposal of waste materials will be disposed of in approved landfills.		The Contractor shall comply with this commitment.

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
28	If avoidance of hazardous materials is not a viable alternative and soils that appear to be contaminated are encountered during construction, the South Carolina Department of Health and Environmental Control (SCDHEC) will be informed immediately. Hazardous materials will be tested and removed and/or treated in accordance with the United States Environmental Protection Agency and the SCDHEC requirements, if necessary. SCDHEC Hazardous Waste Treatment, Storage, and Disposal compliance staff can be contacted at 803-898-0290.		The Contractor shall comply with this commitment.
29	During the construction phase of the project, the Contractor and subcontractors must notify their workers to watch for the presence of any prehistoric or historic remains, including but not limited to arrowheads, pottery, ceramics, flakes, bones, graves, gravestones, or brick concentrations. If any such remains are encountered, the Construction Manager for Mega Projects would be immediately notified and all work in the vicinity of the discovered materials and site work shall cease until the SCDOT Chief Archaeologist directs otherwise. SCDOT Chief Archaeologist, Tracy Martin, can be contacted at 803-737-6371.		The Contractor shall comply with this commitment.
30	An archaeological professional will be present during any ground disturbing activities related to Site 38LX212 and 38RD59. Additionally, sites 38RD140, 38RD1175, and 38RD1176 will be protected from indirect effects, including borrow sites and equipment staging. Sites will be clearly marked in the field using orange construction fencing prior to beginning construction activities in the vicinity of the resources.	Commitment is not applicable for Phase 3D of the Project.	Commitment is not applicable for Phase 3D of the Project.

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
31	The Saluda Canal (Site 38RD59) would be clearly plotted on all construction plans. SCDOT has reduced ROW widths in the vicinity of the canal to avoid impacts to the canal during construction & any future maintenance activities along the ROW. A 25-foot buffer will be maintained around the canal for the majority of the resource. This zone would be clearly marked in the field using orange fencing during construction, and all ground disturbance and construction staging activities would be conducted outside of this buffer in order to avoid all possible impacts to the resource. SCDOT proposes to revise the commitment of a 25-foot buffer for a distance of approximately 700 feet along the proposed ramp to allow room for temporary construction access & equipment near I-26 Ramp C. To protect the boundary of the canal at this location, the following will be added to the contract as commitments: • Prior to construction activities orange protective fencing will be installed along the edge of boundary of the Saluda Canal Historic District in areas that will maintain the original buffer as well as those areas where the buffer has been requested to be reduced between the two drainages and for a length to the south of the southernmost drainage. • Prior to construction activities silt fencing will be installed along the edge of SCDOT right of way to prevent runoff. • For areas along the identified Saluda Canal located along the I-26 Ramp C beginning Station 5412+50 and ending Station 5419+50 clearing will be allowable to the right of way but grubbing will be limited to within a distance of 5-feet inside of the right of way. Grubbing activities within the 5-foot buffer will require approval from SCDOT prior to occurring. • During land clearing activities prior to construction, an archaeologist will be present at all times to ensure that these activities undertaken close to the fencing do not damage the canal. • During construction, an archaeologist will visit the construction site twice a week to ensure that no activities have crossed over the protective fencing. Any observations during these visits will be recorded in an inspection log that will be	Commitment is not applicable for Phase 3D of the Project.	Commitment is not applicable for Phase 3D of the Project.

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
	made available to the SHPO. • As soon as an inadvertent impact is discovered, such as a previously unidentified cultural resource, archaeological feature, or artifact, construction in that area will stop immediately until an onsite consultation with SCDOT archaeologists and SHPO can determine the best strategies for avoiding, minimizing, or mitigating adverse effects upon the resource.		
32	The Contractor(s) will ensure that all construction equipment is properly tuned and maintained. Idling time will be minimized to save fuel and emissions.		The Contractor shall comply with this commitment.
33	Water will be applied to control dust as needed to prevent dust impacts off site. There will be no open burning of removed vegetation. Vegetation will be chipped or delivered to waste energy facilities.		The Contractor shall comply with this commitment.

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
34	The federal Migratory Bird Treaty Act, 16 USC § 703-711, states that it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not. The South Carolina Department of Transportation (SCDOT) will comply with the Migratory Bird Treaty Act of 1918 in regard to the avoidance of taking of individual migratory birds and the destruction of their active nests. The Contractor will notify the Construction Manager for Mega Projects at least four (4) weeks prior to construction/demolition/maintenance of bridges and box culverts. The Construction Manager for Mega Projects will coordinate with SCDOT Environmental Services Office (ESO), Compliance Division, to determine if there are any active birds using the structure. SCDOT will be responsible for the removal/management of any active bird nests.	SCDOT will determine if there are any active birds using the structure. SCDOT will be responsible for the removal/management of any active bird nests.	The Contractor shall comply with this commitment. The Contractor is advised that this commitment applies to existing, temporary, and new structures including but not limited to bridges, box culverts, and large diameter pipes.
35	Potential borrow areas to be used for fill dirt for the project will be field reviewed and assessed for the presence of any jurisdictional features, and BMPs will be applied prior to disturbance to avoid and/or minimize erosion and runoff of sediments.		The Contractor shall comply with this commitment by following procedures outlined in SCDOT Engineering Directive 30 addressing Borrow Pit Location and Monitoring, unless directed otherwise by the SCDOT Environmental Services Office.
36	Construction operations will be scheduled for off-peak traffic hours when reasonable/feasible.		The Contractor shall comply with this commitment.

ID No.	Commitment	SCDOT Responsibility	Contractor Responsibility
37	A traffic maintenance plan will be developed prior to construction initiation to minimize interference to traffic flow from construction equipment and activities.		The Contractor shall comply with this commitment. The requirements of TP Section 600 and the contract-required Transportation Management Plan will constitute compliance with this commitment; a separate plan is not required.
38	After SCDOT acquisition, wetland delineations will be performed on Parcels 270, 187 and 316; archaeological investigations will be conducted on Parcels 187 and 316.	SCDOT has completed this commitment.	