Commitments 13, 19 & 20 will be amended and updated with an upcoming NEPA Re-evaluation.

| **ID** **No.** | **Commitment** | **SCDOT** **Responsibility** | **Contractor** **Responsibility** |
| --- | --- | --- | --- |
| 1 | SCDOT and the CONTRACTOR(s) will coordinate with emergency service providers such as police, fire protection, and ambulance services prior to the start of construction to maintain access for emergency vehicles. | The SCDOT will be responsible for directing the communications efforts with the community. | The CONTRACTOR will provide appropriate notices to emergency service providers. The CONTRACTOR shall comply with this commitment by supplying the 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 (Section 107) set forth in TP160. |
| 2 | The 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.). 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. Relocation resources would be made available to all eligible displace residents, including tenants, without discrimination, consistent with the requirements of the Civil Rights Act of 1964 and the Housing and Urban Development Act of 1974. | The SCDOT will comply with this commitment. The SCDOT will coordinate with the CONTRACTOR for the actual property acquisition. | For property not acquired by the SCDOT, the CONTRACTOR shall be responsible for all tasks necessary to acquire the property and shall coordinate with the SCDOT Right of Way Office per Section 8 of the contract. |
| 3 | The CONTRACTOR(s) will ensure particulate matter emissions will be minimized by using appropriate fugitive dust control measures. Construction-related Mobile Source Air Toxics (MSAT) emissions will be minimized to the maximum extent practicable. Provisions will be included in project plans and specifications requiring CONTRACTORS to make every reasonable effort to minimize construction air quality impacts through abatement measures, as appropriate.The CONTRACTOR(s) will ensure that all construction equipment is properly tuned and maintained. Idling time will be minimized to save fuel and reduce emissions. There will be no open burning of removed vegetation. |  | The CONTRACTOR shall comply with this commitment. |
| 4 | SCDOT will inform local planning officials of future, generalized noise levels expected to occur in the project vicinity after FHWA has made a final decision on the environmental document. | The SCDOT will comply with this commitment. Completed 9-30-2024. |  |
| 5 | SCDOT will develop a public relations plan addressing notices to be sent to the public for updates and notifications regarding schedule, upcoming construction activities, and potential temporary impacts (e.g., noise, traffic shifts, etc.). The public relations plan will be used to prepare the public notices that will be used by SCDOT’s communications office and other methods and means of notification as outlined in the public relations plan. Timeframes for notification and updates shall be included in the public relations plan and may require approval from the Resident Construction Engineer (RCE). |  | The CONTRACTOR shall provide information necessary for the SCDOT to include in the Public Relations Plan. The CONTRACTOR shall coordinate with the SCDOT, RCE, and Public Engagement Office, to ensure all information is up to date and accurate.  |
| 6 | The CONTRACTOR shall follow SCDOT construction standard procedure as defined in SCDOT Construction Manual and Standards and Specifications. A total of five noise barriers were determined to be feasible and reasonable and recommended as mitigation of traffic noise for the Preferred Alternative. A detailed description of the noise barrier locations and/or noise abatement measures are presented in the Noise Analysis Report (Appendix E).Based on studies completed to date, SCDOT intends to install highway traffic noise abatement measures in the form of five noise barriers. These preliminary abatement measures are based upon preliminary design. The noise abatement walls are identified in the Noise Analysis Report are Noise Wall 1a/3/6/8 (located north of I-526 and west of Long Point Road between the Wando River bridge and Belle Hall Parkway); Noise Wall NW 2a/4 (located south of I-526 between the Wando River bridge and Ridge Road); Noise Wall 5a (located south of I-526 and west of Long point Road between I-526 and Wando Park Boulevard); Noise Wall 9 (located south of I-526 and east of Long Point Road between Lone Tree Drive and the bridge at Hobcaw Creek); and Noise Wall 12 (located north of I-526 and east of Long Point Road between Long Point Road and the bridge at Hobcaw Creek.The noise barriers above were determined to be feasible and reasonable in the report and shall be constructed by the CONTRACTOR. A final confirmation of the configuration, placement and installation of the abatement measures will be made upon completion of the project’s final design and final noise analysis completed by the CONTRACTOR.To minimize future traffic noise impacts on currently undeveloped lands of Type I projects, per 23 CFR 772.17 SCDOT shall inform local officials by providing a copy of the noise analysis within whose jurisdiction the proposed highway project is located. |  | The CONTRACTOR shall comply with this commitment. Absorptive material is anticipated as being installed on identified barriers per the Noise Study Section 9.4.1. The CONTRACTOR shall include a parallel barrier analysis for proposed barriers as identified in the noise study to confirm use of absorptive material on parallel faces. |
| 7 | The CONTRACTOR(s) will be required to minimize possible water quality impacts through implementation of BMPs, reflecting policies contained in 23 CFR 650B and the Department’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. |
| 8 | Stormwater control measures, both during construction and post-construction, are required for SCDOT projects with land disturbance and/or constructed in the vicinity of 303(d), TMDL, ORW, tidal, and other sensitive waters in accordance with the SCDOT's MS4 Permit. The selected CONTRACTOR would be required to minimize potential stormwater impacts through implementation of construction best management practices, reflecting policies contained in 23 CFR 650 B and SCDOT's Supplemental Specifications on Seed and Erosion Control Measures (latest edition). |  | The CONTRACTOR shall comply with this commitment. |
| 9 | The limits of any clearing, grading, or fill in wetlands will be delineated and shown on approved permitted plans by USACE and SCDES. SCDOT and the CONTRACTOR will comply with all applicable permits and permit conditions for the placement of the fill in wetlands. Compensatory mitigation would be required to offset unavoidable losses of Waters of the U.S. (WOTUS) per USACE requirements. |  | The CONTRACTOR shall comply with this commitment. |
| 10 | Impacts to jurisdictional waters will be permitted under a Department of the Army Section 404 permit from the USACE. For impacts to freshwater wetlands, SCDOT plans to purchase credits from an USACE approved Mitigation Bank. The specific bank to purchase Salt Marsh credits for those impacts in the critical area has not been identified, however the Department commits to purchasing these credits from an USACE approved mitigation bank. | The SCDOT will obtain the 404 permit and satisfy mitigation requirements. The SCDOT will provide the 404 permit and the Bureau of Coastal Management (BCM) critical area permit to the CONTRACTOR. | The CONTRACTOR shall be responsible for completing any necessary permit modifications based on their final design. The CONTRACTOR will also be responsible for securing any additional credits from a USACE approved Mitigation Bank. The CONTRACTOR shall submit draft permit modifications to the SCDOT Environmental Services Office (ESO) for coordination with USACE and BCM. The CONTRACTOR shall make any necessary edits to the permit modification as needed by the SCDOT, USACE, or BCM. The CONTRACTOR shall submit proof of purchase of mitigation credits as required. |
| 11 | The Engineer of Record will send a set of final plans and request for floodplain management compliance to Charleston County’s Floodplain Administrator. |  | The CONTRACTOR shall comply with this commitment and provide a copy of the notification to the SCDOT. |
| 12 | Hydraulic and hydrologic studies will be completed by the CONTRACTOR on the Preferred Alternative during the final design phase of the project. Bridge structures will be designed per FEMA standards. The project will be designed in an effort to meet “No-Rise” requirements. Pursuant to the FEMA certification, the project will be designed to allow for no more than 1-foot increase in flood elevations. In the event a “No-Rise” condition cannot be achieved, coordination with FEMA will require the preparation of a Conditional Letter to Map Revision (CLOMR)/Letter of Map Revision (LOMR) package for the encroachment. |  | The CONTRACTOR shall comply with this commitment. |
| 13 | Consultation with USFWS will be reinitiated if/when new rule and listing designation goes into effect for any species. To the extent practicable, tree removal will not exceed what is required for project construction (Preferred Alternative alignment and temporary work areas). Tree-clearing restrictions would take place between April 1st through July 31st (4/1-7/31) and December 15th through February 15th (12/15-2/15). | SCDOT will conduct all coordination required to complete consultation. | The CONTRACTOR shall comply with this commitment. The CONTRACTOR shall provide SCDOT necessary documentation related to project construction necessary for consultation reinitiation.  |
| 14 | 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 shall notify the Resident Construction Engineer (RCE) at least four (4) weeks prior to construction/demolition/maintenance of bridges and box culverts. The RCE will coordinate with SCDOT Environmental Services Office (ESO), Compliance Division, to determine if there are any active birds using the structure. After this coordination, it will be determined when construction/demolition/maintenance can begin. If a nest is observed that was not discovered after construction/demolition/maintenance has begun, the CONTRACTOR will cease work and immediately notify the RCE, who will notify the ESO Compliance Division. The ESO Compliance Division will determine the next course of action.The use of any deterrents by the CONTRACTOR designed to prevent birds from nesting, shall be approved by the RCE with coordination from the ESO Compliance Division. The cost for any CONTRACTOR provided deterrents will be provided at no additional cost to SCDOT. |  | The CONTRACTOR, in coordination with SCDOT, 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. |
| 15 | Temporary silt/turbidity curtains will be installed prior to the commencement of in-water work, where practicable. The CONTRACTOR will be required to utilize SCDOT BMPs for soil and erosion control during construction. For construction activities associated with the two bridges over the unnamed tributary to Rathall Creek, which may include the widening of shoulders and bridge structures, no temporary or permanent piles will be placed in the channel of the creek.The Contractor will be required to minimize impacts of siltation and erosion through implementation of BMPs.SCDOT, FHWA, and the CONTRACTOR will develop the mitigation plan in coordination with the appropriate resource agencies. A final mitigation plan will be developed for the 404/401 permit and will include consideration for impacts to essential fish habitat as part of that plan. | The SCDOT will obtain the 404 and BCM permits and provide the appropriate mitigation. | The CONTRACTOR shall comply with this commitment. The CONTRACTOR shall be responsible for any modifications resulting from design changes. If modifications result in additional mitigation needs, the CONTRACTOR shall be responsible for providing necessary mitigation. |
| 16 | SCDOT will avoid hazardous materials sites where practicable or sufficiently remediate so that the public will not be exposed to potential health risks. The CONTRACTOR(s) will follow SCDOT's Standard Specifications, which include provisions to protect the health and safety of persons in the proximity of construction and staging sites. Lead and asbestos testing would be conducted prior to construction to ensure that materials are handled appropriately. If avoidance of hazardous materials is not a viable alternative and soils that appear to be contaminated are encountered during construction, SCDES will be informed immediately. Hazardous materials will be tested and removed and/or treated in accordance with the Environmental Protection Agency (EPA) and SCDES requirements. SCDES Hazardous Waste Treatment, Storage, and Disposal compliance staff can be contacted at 803-898-0290. |  | The CONTRACTOR shall comply with this commitment. |
| 17 | Prior to right-of-way acquisition or construction activities, additional field investigations may be required at parcels of concern identified during the Hazardous Materials/Waste Survey. Seven parcels of concern were identified and recommended for further investigation prior to land disturbance or ROW activities. A Phase II Assessment will be required on the parcels of concern with the potential to be affected by activities within the project footprint. The list of parcels of concern and recommended soil and groundwater sampling are presented in the Hazardous Materials/Waste Survey (Appendix L). Sampling shall follow applicable SCDES environmental standard operating procedures.Any right-of-way acquisition or construction activities occurring on parcels not evaluated in the Hazardous Materials/Waste Survey must complete an analysis to determine potential for Hazardous Materials/Waste. This shall include a review of available state and federal environmental records to obtain information regarding any past or current hazardous waste disposal sites, reported petroleum or hazardous waste releases, listed hazardous waste generation, transportation, storage, or disposal facilities, listed solid waste disposal facilities, and other issues related to reported environmental contamination problems. If additional parcels of concern are identified, and are to be impacted, a Phase II Assessment will be needed. | The SCDOT will perform a Phase II Assessment and provide a copy of the report to the CONTRACTOR. | The CONTRACTOR shall comply with this commitment and results of the Phase II study.  |
| 18 | During construction, 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 RCE will be immediately notified and all work in the vicinity of the discovered materials and site work shall cease until the SCDOT Archaeologist directs otherwise.If unanticipated cultural materials (for example, large, intact artifacts or animal bones; large soils stains or patterns of soil stains; buried brick or stone structures; clusters of brick or stone) or human skeletal remains are discovered during construction activities, then the resident construction engineer (RCE) will be immediately notified and all work near the discovered materials will cease until an evaluation can be made by the SCDOT archaeologist in consultation with South Carolina State Historic Preservation Office (SHPO) and Catawba Indian Nation Tribal Historic Preservation Office (CIN-THPO). |  | The CONTRACTOR shall comply with this commitment. |
| 19 | The Preferred Alternative will result in an adverse effect on the archaeological site 38CH2683. SCDOT and the CONTRACTOR will comply with the memorandum of agreement (MOA) for the site in coordination with SHPO, SCDOT, FHWA, and stakeholders. |  | The CONTRACTOR shall comply with this commitment. |
| 20 | SCDOT's archaeological consultant, or staff, will develop a treatment plan for data recovery investigations at Archaeological Site 38CH2683. The treatment plan will include a description of the project's research design and sampling strategy. The treatment plan will be submitted to SHPO for review and approval prior to any fieldwork. The SHPO will make a reasonable effort to review the treatment plan(s) no later than thirty days after receipt. All archaeological and historical investigation will be carried out by professionals who meet Secretary of the Interior's qualifications.All plans and reports developed for the treatment of Archaeological Site 38CH2683 shall incorporate guidance from the Secretary of the Interior's "Standards and Guidelines for Archaeological Documentation" (48 FR 44734-37) and the President's Advisory Council on Historic Preservation publication, Treatment of Archaeological Properties (ACHP 1980). In addition, these materials will be consistent with South Carolina Standards and Guidelines for Archaeological Investigations (2013).• At least one on-site (or virtual) meeting between the SCDOT, FHWA, and SHPO will take place during field investigations in order to discuss any necessary revisions to the original scope of work. Any revisions made to the original scope of work will be attached to the approved treatment plan and this agreement.• A draft technical report of data recovery investigations will be submitted to the SHPO for review and approval within twelve (12) months from the last day of fieldwork. The draft technical report will be consistent with the standards outlined in South Carolina Standards and Guidelines for Archaeological Investigations (2013). The SHPO reserves the right to submit the draft technical report to qualified professional archaeologists for the purpose of peer review.• Within three months of the draft report approval, SCDOT will provide one bound copy and one digital copy for SHPO and two bound copies and one PDF copy of the final technical report for the South Carolina Institute of Archaeology and Anthropology (SCIAA). The PDF file will be developed according to the specifications and requirements of the SHPO. A separate digital abstract from the report (in Word or html format) will also be provided to SHPO. The abstract file can be provided on the same CD as the PDF file.• SCDOT will ensure that all artifacts recovered during archaeological investigations are stabilized and processed for curation at the SCIAA. SCDOT will notify SHPO when artifacts have been given over to SCIAA for curation.• SCDOT shall develop a public education component related to the data recovery investigations at Archaeological Site 38CH2683. SCDOT shall submit a plan for the public education component to SHPO within six months of completing data recovery investigations at Archaeological Site 38CH2683. SCDOT shall implement a plan for developing public materials within two years of completing data recovery investigations at Archaeological Site 38CH2683.• If unanticipated cultural materials (e.g., large, intact artifacts or animal bones; large soils stains or patterns of soil stains; buried brick or stone structures; clusters of brick or stone) or human skeletal remains are discovered during construction activities, then the Resident Construction Engineer shall be immediately notified and all work in the vicinity of the discovered materials shall cease until an evaluation can be made by the SCDOT archaeologist in consultation with SHPO.• Each year following the execution of this MOA until it expires or is terminated, the SCDOT shall provide all parties to this MOA a summary report detailing work carried out pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in FHWA's and SCDOT's efforts to carry out the terms of this MOA. | The SCDOT will comply with this commitment. |  |