

Public Facilities and Safety Committee Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls
Complex 100 Ribaut Road, Beaufort

Monday, June 24, 2024 3:00 PM

AGENDA

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN DAVID P. BARTHOLOMEW, VICE-CHAIRMAN THOMAS REITZ PAULA BROWN

ANNA MARIA TABERNIK JOSEPH F. PASSIMENT, EX-OFFICIO

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
- 4. APPROVAL OF AGENDA
- APPROVAL OF MINUTES May 28, 2024
- 6. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.

7. ASSISTANT COUNTY ADMINISTRATOR REPORT- Jared Fralix

AGENDA ITEMS

- 8. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ACCEPT AN INFRASTRUCTURE PLANNING GRANT FROM THE SOUTH CAROLINA RURAL INFRASTRUCTURE AUTHORITY (RIA) FOR THE ALLJOY COMMUNITY (\$187,500.00) Jared Fralix, P.E., Assistant County Administrator Infrastructure
- 9. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION ON PARCEL R200 011 000 0007 0000 ASSOCIATED WITH

- SHEPPARD ROAD, CAUSEY WAY AND DOCK BUILDERS DRIVE ON LADY'S ISLAND (FISCAL IMPACT: \$10,000 & associated legal fees for condemnation funded by 1000-30-1301-51160) Jared Fralix, P.E., Assistant County Administrator, Infrastructure
- 10. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA BIL AIRPORT TERMINAL PROGRAM GRANT IN THE AMOUNT OF \$5,000,000 FOR HXD TERMINAL IMPROVEMENTS CONTINGENT UPON FINAL FAA OFFER (FISCAL IMPACT: The BIL ATP program provides 95% of the project funding (\$5,000,000) of the funding, and airport operations will fund 5% \$263,158 Grant Expenditures GL Code 5402-90-0000-57130) Jon Rembold; Airports Director
- 11. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA GRANT FUNDING FOR THE HILTON HEAD ISLAND AIRPORT (HXD) TAXIWAY F REHABILITATION PROJECT- CONTINGENT UPON FINAL FAA OFFER (FISCAL IMPACT: The FAA will provide 90% (\$2,993,835) of the total project cost, and the SCAC will fund 10% (\$332,648). Grant Expenditures GL Code 5402-90-0000-57130) Jon Rembold; Airports Director
- 12. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA GRANT IN THE AMOUNT OF \$137,209 FOR HXD AIRFIELD DRAINAGE IMPROVEMENTS DESIGN AND BIDDING CONTINGENT UPON FINAL FAA OFFER (FISCAL IMPACT: The FAA will provide 90% \$137,209 of the funding, and airport operations will fund 10% (\$15,245). FAA funds for this project are already budgeted in the FAA account Grant Expenditures GL Code 5402-90-0000-57130) Jon Rembold; Airports Director
- 13. RECOMMEND APPROVAL TO AWARD CONSOR ENGINEERS, LLC THE DESIGN CONTRACT FOR PAUKIE ISLAND CAUSEWAY CULVERT REPLACEMENT (FISCAL IMPACT: The contract fee is \$162,610.85. Staff recommends a 15% contingency of \$24,391.63, bringing the project budget to \$187,002.48. The funding for this project is Road Use Fee (TAG) Professional Services account 2342-30-0000-51160 with a balance of \$1,357,820.73) Bryan Bauer, PE Interim Director of Engineering
- 14. RECOMMEND APPROVAL OF A SIGNAL MAINTENANCE AGREEMENT BETWEEN BEAUFORT COUNTY AND SCDOT (FISCAL IMPACT: The SMA allows for reimbursement from SCDOT to Beaufort County, not exceeding \$197,700 annually) Bryan Bauer, PE Interim Director of Engineering
- 15. RECOMMEND APPROVAL OF A CONTRACT AWARD TO BEAUFORT METAL OF BEAUFORT, SC FOR RFP #032624 SCRAP AND WHITE GOODS, PROCESSING, RECYCLING, AND MARKETING (\$0.00)
- 16. ADJOURNMENT

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Public Facilities and Safety Committee Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls
Complex 100 Ribaut Road, Beaufort

Tuesday, May 28, 2024 3:00 PM

MINUTES

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN DAVID P. BARTHOLOMEW, VICE-CHAIRMAN

THOMAS REITZ PAULA BROWN

ANNA MARIA TABERNIK JOSEPH F. PASSIMENT, EX-OFFICIO

1. CALL TO ORDER

Committee Chairman Cunningham called the meeting to order at 3:00 pm.

PRESENT

Committee Chairman Logan Cunningham

Committee Vice-Chairman David P. Bartholomew (arrived late at 3:42)

Council Member Paula Brown

Council Member Anna Maria Tabernik

Council Member Gerald Dawson

Council Member York Glover

Council Member Alice Howard

Council Member Thomas Reitz

Council Member Mark Lawson (arrived late at 3:31)

Chairman Joseph Passiment (arrived late at 4:14)

ABSENT

Vice-Chairman Lawrence McElynn

2. PLEDGE OF ALLEGIANCE

Committee Chairman Cunningham led the Pledge of Allegiance

3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Committee Chairman Cunningham noted that the public notification of the meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: <u>It was moved by Council Member Tabernik, Seconded by Council Member Brown to approve the agenda.</u>

The Vote: The motion was approved without objection.

5. APPROVAL OF MINUTES- April 22, 2024

Motion: <u>It was moved by Council Member Tabernik, Seconded by Council Member Brown, to approve the</u> minutes from April 22, 2024.

The Vote: The motion was approved without objection.

6. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.

Citizen comment was taken.

Mike Hagen- Sales Tax Referendum

Please watch the video stream available on the County's website to view comments. https://beaufortcountysc.new.swagit.com/videos/306391?ts=78

7. ASSISTANT COUNTY ADMINISTRATOR REPORT- Jared Fralix

Jared Fralix- Employee Updates

Tallulah McGee- Update on Animal Shelter

Please watch the video stream available on the County's website to view updates. https://beaufortcountysc.new.swagit.com/videos/306391?ts=180

AGENDA ITEMS

8. UPDATE PRESENTATION ON WIMBEE CREEK FISHING PIER - Bill Barna, McSweeney Engineers

McSweeney Engineers conducted inspections of the Wimbee Creek Fishing Pier in 2018 and 2019. As part of the new inspection reports, McSweeney provided a condition evaluation and repair recommendations for the pier. As requested by the County in 2020, they analyzed six (6) repair and demolition alternatives

and probate costs. Repairs have not been performed, but based on recommendations in the 2019 report, spans 7 & 8 were closed.

The recommendation is to update demolition plans and specifications. Demolish pier. Explore options for site improvements.

Please watch the video stream available on the County's website to view the full discussion and update. https://beaufortcountysc.new.swagit.com/videos/306391?ts=1048

9. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION ADOPTING A PARKS AND RECREATION MASTER PLAN FOR BEAUFORT COUNTY'S ACTIVE PARKS AND RECREATION FACILITIES - Dale Butts, Assistant County Administrator

Eric Brown, Parks and Recreation Director, introduced Wood & Partners, who presented a preliminary draft of their findings, comprising the Parks & Recreation Master Plan, to the Committee last year. This presentation is the final product.

Motion: It was moved by Council Member Howard, Seconded by Council Member Brown, to Recommend Approval to Council of a Resolution Adopting a Parks and Recreation Master Plan for Beaufort County's Active Parks and Recreation Facilities.

The Vote: The motion was approved without objection.

Please watch the video stream available on the County's website to view the full discussion. https://beaufortcountysc.new.swagit.com/videos/306391?ts=2077

10. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY UTILITY EASEMENT # 904091 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY - Jared Fralix, P.E., Assistant County Administrator, Infrastructure

Dominion Energy South Carolina, Inc. is requesting a 10' utility easement on County Parcel R100 031 000 00098 0000 to facilitate improvements/upgrades to main lines in the Shell Point Area.

Motion: It was moved by Council Member Howard, Seconded by Committee Vice- Chair Bartholomew, to Recommend Approval to Council of an Ordinance Authorizing the Interim County Administrator to Execute the Necessary Documents to Convey Utility Easement #904091 Encumbering Property Owned by Beaufort County.

The Vote: The motion was approved without objection.

Please watch the video stream available on the County's website to view the full discussion. https://beaufortcountysc.new.swagit.com/videos/306391?ts=4618

11. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF DRAINAGE EASEMENTS ASSOCIATED WITH DRAINAGE SYSTEMS LOCATED IN THE SHELL POINT AREA ON PARCELS R100 033 00A 0350 0000 & R100 033 00A 0116 0000 (FISCAL IMPACT: Work to be included in Stormwater Maintenance account # 5025-90-9020-51170) - Jared Fralix, P.E., Assistant County Administrator, Infrastructure

Resolution 2022/63 outlines an updated process for drainage easement requests. Beaufort County legal department has recently determined that drainage easement conveyance and acceptance should be approved through a County Council Ordinance.

Beaufort County Stormwater Department is working on drainage issues in the Shell Point area. Parcels R100 033 00A 0350 0000 and R100 033 00A 0116 0000 will help convey drainage to reduce water backup on the parcels and surrounding properties.

Motion: It was moved by Council Member Howard, Seconded by Committee Vice-Chair Bartholomew, to Recommend Approval to Council of an Ordinance Authorizing the Acceptance of Drainage Easements Associated with Drainage Systems Located in the Shell Point Area on Parcels R100 033 00A 0350 0000 & R100 033 00A 0116 0000.

The Vote: The motion was approved without objection.

Please watch the video stream available on the County's website to view the full discussion. https://beaufortcountysc.new.swagit.com/videos/306391?ts=4647

12. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF A PORTION OF PARCELS R123-018-000-0483-0000 AND R200-018-000-0257-0000 OF REAL PROPERTY FROM BEAUFORT COUNTY TO THE CITY OF BEAUFORT ASSOCIATED WITH US 21 AIRPORT AREA AND FRONTAGE ROAD IMPROVEMENTS - Jared Fralix, P.E., Assistant County Administrator, Infrastructure

Included in the November 2018 Transportation Sales and Use Tax Referendum approved by voters was a list of projects to include the Lady's Island Corridor Study designed to improve safety and capacity. Moving forward with improvements on US21 around the airport, Beaufort County and the City of Beaufort entered into an IGA on March 19, 2020, and 1st Amendment dated September 16, 2021, which states that upon completion of the project, the County will not retain any interest in the roadway improvements and the City will maintain the facility as a city street.

The County is nearing completion of the US21 Airport area and Frontage Road project, which is referred to as the "Lost Island Connectivity Project," and is initiating the conveyance of the right of way obtained by the County to the City as agreed in the referenced IGA.

Motion: It was moved by Committee Vice-Chair Bartholomew, Seconded by Council Member Glover, to Recommend Approval to Council of an Ordinance Authorizing the Conveyance of a Portion of Parcels R123-018-000-0483-0000 and R200-018-000-0257-0000 of Real Property from Beaufort County to the City of Beaufort Associated with US 21 Airport Area and Frontage Road Improvements.

The Vote: The motion was approved without objection.

Please watch the video stream available on the County's website to view the full discussion. https://beaufortcountysc.new.swagit.com/videos/306391?ts=4705

13. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES ENCUMBERING THE ROAD RIGHT OF WAY FOR PRIVATE SECTION OF SCHEPER LANE - Jared Fralix, P.E., Assistant County Administrator, Infrastructure

Property owners on a private section of Scheper Lane petitioned the County to include the road in its inventory, and the County Council approved this acceptance on March 11, 2024. The owners wish to convey their interest in road right of way to Beaufort County on the portion of the road that the County

accepted into the County Road inventory. Staff recommends approval of an Ordinance authorizing the Interim County Administrator to execute all necessary documents to accept properties encumbering the road right of way for the private section of Scheper Lane.

Motion: It was moved by Council Member Howard, Seconded by Council Member Glover, to Recommend Approval to Council of an Ordinance Authorizing the Interim County Administrator to Execute Any and All Necessary Documents for the Acceptance of Properties Encumbering the Road Right of Way for Private Section of Scheper Lane.

The Vote: The motion was approved without objection.

Please watch the video stream available on the County's website to view the full discussion. https://beaufortcountysc.new.swagit.com/videos/306391?ts=4773

14. RECOMMEND APPROVAL TO COUNCIL TO AWARD A CONTRACT TO COASTAL AIR TECHNOLOGIES FOR IFB #050724 BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS OFFICE HVAC REPLACEMENT (FISCAL IMPACT: \$\$205,590.00. Funding comes from the Capital Improvements fund, Account #1040-80-1310-54420. Current account balance is \$2,005,987.74 as of May 14, 2024) - Eric Larson, PE, Director, Capital Projects

Beaufort County requested bids for the Beaufort County Disabilities and Special Needs Office HVAC replacement on May 7, 2024. One bidder submitted a bid, which was received from Coastal Air Technologies at a cost of \$186,900.00. Staff reviewed the detailed bid submittal and found the bid to be responsive and the prices to be fair and reasonable.

The Disabilities and Special Needs Office HVAC Replacement project includes replacing the existing geothermal HVAC system, which is beyond its useful service life and has been prone to backdowns in recent years. The new system will use more modern equipment. The total funds requested are the fixed bid amount of \$186,900 plus a 10% contingency (\$18,690) for unforeseen conditions. Therefore, the total amount requested is \$205,590.00.

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Glover, to Recommend Approval to Council to Award a Contract to Coastal Air Technologies for IFB #050724 Beaufort County Disabilities and Special Needs Office HVAC Replacement.

The Vote: The motion was approved without objection.

Please watch the video stream available on the County's website to view the full discussion. https://beaufortcountysc.new.swaqit.com/videos/306391?ts=4882

15. DISCUSSION OF POSSIBLE AMENDMENTS TO THE PROPOSED 2024 TRANSPORTATION SALES AND USE TAX ORDINANCE AND REFERENDUM.

Jared Fralix, Assistant County Administrator, Infrastructure, introduced the discussion of possible amendments to the proposed 2024 Transportation and Sales Tax Ordinance and Referendum.

Motion: It was moved by Council Member Howard, Seconded by Council Member Dawson, to schedule a special called meeting for Public Facilities and Safety to discuss the proposed 2024 Transportation Sales and Use Tax Ordinance and Referendum.

The motion was rescinded.

Due to time constraints, the item will be fully heard and discussed at a special meeting of the Public Facilities and Safety Committee, the date of which has not yet been determined.

Please watch the video stream available on the County's website to view the full discussion. https://beaufortcountysc.new.swagit.com/videos/306391?ts=5082

EXECUTIVE SESSION

16. PURSUANT TO S. C. CODE §30-4-70(a)(2): RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (FY25 BUDGET ORDINANCE)

Motion: It was moved by Council Member Tabernik, Seconded by Committee Vice-Chair Bartholomew, to go into Executive Session.

The Vote: The motion was approved without objection

4:49 pm - 5:04 pm

END OF EXECUTIVE SESSION

17. MATTERS ARISING OUT OF EXECUTIVE SESSION

There were no matters arising out of the Executive Session

18. ADJOURNMENT

The meeting adjourned at 5:04 pm

TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND BACKUP PACKAGES, PLEASE VISIT:

https://beaufortcountysc.gov/council/council-committee-meetings/index.html

Ratified:

ITEM TITLE:

RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ACCEPT AN INFRASTRUCTURE PLANNING GRANT FROM THE SOUTH CAROLINA RURAL INFRASTRUCTURE AUTHORITY (RIA) FOR \$187,500.00

MEETING NAME AND DATE:

Public Facilities and Safety Committee Meeting June 24th, 2024

PRESENTER INFORMATION:

Jared Fralix, P.E., Assistant County Administrator – Infrastructure (5 minutes)

ITEM BACKGROUND:

On March 7th, 2024 Beaufort County staff applied for South Carolina RIA Infrastructure Planning grant funds to perform a stormwater drainage infrastructure study for an area in southern Beaufort County referred to as Alljoy.

PROJECT / ITEM NARRATIVE:

The RIA funds for Alljoy will be used to perform a comprehensive drainage study of stormwater drainage infrastructure in the Alljoy area. This study will be used to provide information on existing flooding conditions and provide solutions for the County to implement drainage improvements or retrofits to the stormwater infrastructure system.

FISCAL IMPACT:

The County will be responsible for a 25% match. This equates to \$62,500.00 and was budgeted for in FY25 from account code 5025-90-9020-54420.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of a resolution authorizing the Interim County Administrator to accept an Infrastructure Planning Grant award from the South Carolina Rural Infrastructure Authority for \$187,500.

OPTIONS FOR COUNCIL MOTION:

Motion to approve /deny/amend a resolution authorizing the Interim County Administrator to accept an Infrastructure Planning Grant award from the South Carolina Rural Infrastructure Authority for \$187,500.

(Next Step – Move forward to County Council for Approval).

RESOLUTION 2024 /__

A RESOLUTION TO ACCEPT THE INTRASTRUCTURE PLANNING GRANT FROM THE SOUTH CAROLINA RURAL INFRASTRUCTURE AUTHORITY FOR THE AMOUNT OF \$187,500 FOR THE BEAUFORT COUNTY ALLJOY DRAINAGE STUDY

WHEREAS Beaufort County Stormwater Department applied for funding to perform a drainage study in southern Beaufort County on March 8th, 2024 for the amount of \$250,000; and

WHEREAS Beaufort County Stormwater was awarded \$187,500 from the South Carolina Rural Infrastructure Authority, with a \$62,500 match from the County; and

WHEREAS Beaufort County will execute the grant's requirements during the duration of the project while completing all applicable reporting.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA hereby approves the acceptance of the Infrastructure Planning Grant from the South Carolina Rural Infrastructure Authority for the amount of \$187,500 for the Beaufort County Alljoy Drainage Study project.

| Adopted this day of | , 2024. |
|----------------------------------|-----------------------------------|
| | COUNTY COUNCIL OF BEAUFORT COUNTY |
| | BY: Joseph Passiment, Chairman |
| ATTEST: | |
| Sarah W. Brock, Clerk to Council | |

Harry M. Lightsey III Chairman



Bonnie Ammons Executive Director

South Carolina Rural Infrastructure Authority

May 20, 2024

The Honorable Joe Passiment Chairman Beaufort County 120 Shanklin Road Beaufort, South Carolina 29906

Dear Chairman Passiment:

On behalf of the South Carolina Rural Infrastructure Authority, I am pleased to inform you that an Infrastructure Planning grant has been approved in the amount of \$187,500 for the Alljoy Drainage Study project. This project supports long-term community sustainability efforts.

You will receive a grant agreement which identifies the conditions of this assistance within the next few days. We look forward to working with you to build infrastructure capacity for the future.

Sincerely,

Harry M. Lightsey III

cc: Beaufort County Delegation

Item 8.

Grant Award

Grantee:

Beaufort County

Date of Award: May 20, 2024

Grant Title:

Alljoy Drainage Study

Award Amount: \$187,500

Grant Period:

May 20, 2024 – November 19, 2025

Grant Number: P-24-5016

The South Carolina Rural Infrastructure Authority ("RIA") hereby awards funds to the above-named Grantee, in the amount shown above, for the activities specified in the Application and for the purposes authorized. The acceptance of this Award creates a valid and enforceable contract between RIA and the Grantee, which legally binds the Grantee to carry out the activities set forth in the approved Grant Application in accordance with the terms and conditions of the Grant Agreement, for which this is the signature page.

SPECIAL CONDITIONS

- 1. Grantee must submit a revised application form to reflect the customers to be served by the project.
- Non-RIA funds must be used for any activities on private property.
- 3. Grantee must indicate in writing its willingness to carry out the recommendations of the study.
- Grantee must submit the proposed solicitation for planning services to RIA for review before advertisement.
- 5. No more than 75% of grant funds will be disbursed prior to successful RIA review of final deliverables.
- 6. Grantee is required to participate in a start-up technical assistance meeting with RIA staff.
- Grantee must comply with the RIA State Grant Project Management Procedures.

This contract shall become effective, as of the date of the award, upon returning one executed copy of this Grant Award which has been signed in the space provided below. The copy must have original signatures and must be returned within forty-five (45) days from the date of the award.

Bonnie Ammons, Executive Director SC Rural Infrastructure Authority

| ACCEPTANCE FOR THE GRANTEE: | | | |
|--|------------------------------|--|--|
| Signature of Chief Executive Official (with authority to execute contract for Grantee) | Date | | |
| Name and Title of Chief Executive Official | | | |
| ATTEST: | | | |
| Signature of Authorized Official for Grantee | Title of Authorized Official | | |

Grant Award

Grantee:

Beaufort County

Date of Award: May 20, 2024

Grant Title:

Alljoy Drainage Study

Award Amount: \$187,500

Grant Period:

May 20, 2024 – November 19, 2025

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- 1. Grantee must submit a revised application form to reflect the customers to be served by the project.
- 2. Non-RIA funds must be used for any activities on private property.
- 3. Grantee must indicate in writing its willingness to carry out the recommendations of the study.
- 4. Grantee must submit the proposed solicitation for planning services to RIA for review before advertisement.
- 5. No more than 75% of grant funds will be disbursed prior to successful RIA review of final deliverables.
- 6. Grantee is required to participate in a start-up technical assistance meeting with RIA staff.
- 7. Grantee must comply with the RIA State Grant Project Management Procedures.

This contract shall become effective, as of the date of the award, upon returning one executed copy of this Grant Award which has been signed in the space provided below. The copy must have original signatures and must be returned within forty-five (45) days from the date of the award.

Bonnie Ammons, Executive Director SC Rural Infrastructure Authority

Signature of Chief Executive Official (with authority to execute contract for Grantee) Name and Title of Chief Executive Official ATTEST: Signature of Authorized Official for Grantee Title of Authorized Official

| Approved Signatures for Payments and Checks | | |
|--|--|--|
| Please print or type the | following information. | |
| Block 1: Grantee Name & Address | Block 2: Processing Method for Payments | |
| Grant #: P-24-5016 | Is your organization set up to receive direct deposits from the State Treasurer's Office (STO)? Yes □ No □ | |
| Project Title: Alljoy Drainage Study | If no places so to wayy Troosuvey so soy/och and | |
| Grantee: Beaufort County | If no, please go to www.Treasurer.sc.gov/ach and complete the enrollment form. Until you are enrolled in the electronic payment method, the STO will mail checks to the address | |
| Address: 120 Shanklin Road Beaufort, South Carolina | listed on the federal Request for Taxpayer Identification Number ar Certification Form (W-9) which is on file at the STO. Please contact | |
| Zip Code :29906 | the STO to update the form if you have had a change in address. | |
| Phone: | Upon receipt of the check or direct deposit, you should promptly deposit it in the account designated for this grant. | |
| Block 3: Individuals Approved to Sign RIA Request for Payment F Please list all individuals who typically sign checks on behalf of the grantee in the Only individuals listed in Block 3 are approved to request funds or sign checks using two approved signatures are required on all checks using grant funds. Only one | e spaces below. Additional forms may be used if needed. ing RIA grant funds. | |
| A. Name: | B. Name: | |
| Original Signature: | Original Signature: | |
| C. Name: Title: Original Signature: | D. Name: Title: Original Signature: | |
| E. Name: Title: Original Signature: | F. Name: Title: | |
| Original Signature. | Original Signature: | |
| Block 4: Authorizing Executive Official | Submit to RIA | |
| To ensure appropriate internal controls for the grant funds, I hereby certify that the individuals whose signatures appear in Block 3 are the only individuals approved to sign checks and makerequests for payment on the grant. I also understand that as the authorizing official, I cannot sign checks or make requests for payment. | Return this form to RIA within 45 days of grant award. If additional approved individuals are needed in Block 3, submit additional forms/pages. | |
| Name: | If staff changes occur, revise and resubmit this form. | |
| Address: Zip Code: | Remember: Only individuals listed in Block 3 are approved to request funds or sign checks using RIA grant funds. Two signatures are required on checks. | |
| | | |
| Phone: | The individual who signs Block 4 must be a Chief Executive Official such as administrator, executive director, or council | |
| Email: | chair. The person in Block 4 cannot also be listed in Block 3. | |
| Original Signature: | | |

Harry M. Lightsey III *Chairman*



Bonnie Ammons Executive Director

GRANT AGREEMENT

Beaufort County (Grant #P-24-5016)

In accordance with the provisions of Section 11-50-10 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the South Carolina Rural Infrastructure Authority, hereinafter referred to as the "Authority," does commit to the Grantee, a Grant as set forth in the Grant Award which is attached hereto and made a part of this Grant Agreement (the "Agreement"). The acceptance of the Agreement creates a valid and enforceable contract between the Authority and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the approved Grant Application including any attachments or other submissions made, or to be made thereto, and this Agreement. Such activities and obligations shall be carried out in accordance with the terms and conditions set forth in this Agreement, as well as the Grant Program Requirements and Grant Project Management Procedures for Fiscal Year 2024, and any other documents or conditions referred to herein and as may be revised or updated from time to time.

The Grant Award serves as the signature page for this Agreement and must be executed and returned to the Authority within forty-five (45) days of the Award Date.

Section 1: DEFINITIONS.

- (a) Agreement means the Grant Award and Grant Agreement.
- (b) <u>Application</u> means the Grant Application forms submitted by the Grantee and approved by the Authority.
- (c) <u>Grant Award</u> means the form setting forth the amount of funds awarded to the Grantee and serving as the signature page to this Agreement.
- (d) <u>Award Date</u> means the date on which the Grant is awarded by the Authority, which is set forth in the Grant Award.
- (e) <u>Grant Period</u> means the time period reflected in the Grant Award during which the Grant will be implemented for its stated and authorized purpose.
- (f) <u>Contractor</u> means a private contractor who undertakes all or part of the Project.
- (g) <u>Authority</u> means the South Carolina Rural Infrastructure Authority.

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- (h) <u>Grant</u> means the dollars committed by the Authority to the Grantee for the Project identified in the Application and set forth in the Grant Award.
- (i) <u>Grantee</u> means the unit of government or other eligible entity such, as a special purpose or public service district, or public works commission, designated for the Grant and set forth in the Grant Award and this Agreement.
- (j) <u>Project</u> means the project identified and described in the Application for which the Authority is awarding the Grant.
- (k) State means the State of South Carolina and any agencies or offices thereof.
- (l) <u>Subrecipient</u> means a governmental or not-for-profit water and/or sewer organization authorized to carry out any portion of the Project under a written agreement with the Grantee that has been approved in advance by the Authority.

Section 2: RIA PROGRAM REQUIREMENTS AND GRANT PROJECT MANAGEMENT PROCEDURES. The Grantee must comply with the requirements of Title 11, Chapter 50 of the Code as well as any grant project management procedures provided by the Authority.

Section 3: SCOPE OF WORK. The Grant shall be used only for specified activities approved in the Application, which is included by reference to this Agreement as if fully set forth herein, unless otherwise approved in signed writing by the Authority.

Section 4: AWARD. The Authority has legal authorization under the Code to award grants for qualified projects and to enter into agreements. Accordingly, the Authority hereby commits the Grant to be used only for the Project and related costs, as described in the Application. Funds obligated or expended prior to the Grant Award or for activities that have not received signed written approval from the Authority shall be considered ineligible expenses and shall not be eligible for payment from Grant funds.

The Grantee must obtain from the Authority a signed written notice to proceed prior to incurring costs against the Grant. If the Grantee needs to incur expenses prior to the Authority's notification to proceed, the Grantee must submit a signed written request to the Authority and obtain prior signed written approval from the Authority. Otherwise, any expenditure made prior to the date of the signed written notice to proceed is made by the Grantee at its own risk and expense and is not eligible for payment from Grant funds.

Section 5: PAYMENT. The Grantee must submit to the Authority a certified request for payment for eligible expenses that are documented by the Grantee.

<u>Eligible expenses</u> are those expenses as set forth in the Application, the Grant Award, or this Grant Agreement, as well as any expenses as determined at the sole discretion of the Authority and approved in a signed writing by the Authority.

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The Grantee will certify, to the best of its knowledge, information and belief that the work on the Project, for which payment from Grant funds is requested, has been completed in accordance with the terms and conditions of this Agreement.

All requests for payment must be made on forms approved by the Authority. Such requests shall be certified as valid expenses by an official representative of the Grantee. Invoices or other documentation reflecting eligible expenses that the Authority may reasonably require must be submitted with the request for payment. The Authority may make, and the Grantee shall accept, full or partial disbursements for actual, eligible expenses incurred not to exceed the amount of the Grant.

Section 6: FINANCIAL MANAGEMENT. The Grantee must maintain a financial management system using generally accepted accounting principles utilizing appropriate internal controls to provide adequate accountability for the Grant. The Grantee's records must account for Grant funds separately and disclose accurate information about the Grant Award, obligations, unobligated balances, assets, liabilities, expenditures, and income.

Section 7: AUDIT. The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project. The Grantee must notify the Authority of any audit findings related to the Grant funds or general grant management and make available a copy of the audit report to the Authority. The Grantee agrees that it will reimburse the Authority for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Authority. Upon request of the Authority, the Grantee shall make available, and cause any Contractor to make available, for audit and inspection by the Authority and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. The audit of Grant funds received under this Agreement must adhere to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

Section 8: PROCUREMENT: All purchases of goods and services shall be made according to the applicable procurement laws, regulations and guidelines of the Grantee, provided they substantially conform to the Model Procurement Ordinance for Local Governments developed in accordance with the South Carolina Consolidated Procurement Code. If the Grantee has no established procurement laws, regulations and guidelines, Article 5: Source Selection and Contract Formation and Article 9: Construction, Architect-Engineer, Construction Management, and Land Surveying Services of the South Carolina Consolidated Procurement Code may be used as a guideline for goods and services and construction funded in whole or in part with grant funds.

Upon request, the Grantee must make available to the Grantee's auditor, the Authority and its representatives, the Grantee's public records and other documentation of the procurement process and any sole source justification. If the Grantee fails to adhere to procurement procedures required

by law, the Authority may require repayment by the Grantee of Grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as identified herein.

Section 9: MBE OBLIGATION. The Grantee agrees to ensure that minority business enterprises (MBE) as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Grant funds provided under this Agreement. In this regard, the Grantee and its Contractors shall take all necessary and reasonable steps to ensure that MBEs have the maximum opportunity to compete for and perform contracts.

Section 10: THIRD PARTY CONTRACTS OR AGREEMENTS. The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee warrants that it will enforce all applicable terms and conditions of this Agreement upon any third parties or Contractors.

All of the services required to complete the Project will be performed by the Grantee or a subrecipient, and/or a Contractor, under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local laws to perform such services. The Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State.

The Grantee must submit all proposed agreements with subrecipients or third party Contractors engaged to perform work within the scope of the Grant to the Authority prior to executing those agreements. All change orders or contract amendments must be submitted in writing and in advance to the Authority.

Any disputes arising out of a contract funded in whole or in part with the Grant are the responsibility of the Grantee and should be resolved in a timely manner in accordance with the process outlined in the local procedures or state law.

Section 11: PERSONNEL. The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry out the activities described in the Application and this Agreement. All personnel shall be fully qualified and authorized to carry out such activities under State or local laws, as applicable.

Section 12: PERMITS. The Grantee shall obtain all necessary federal, state and/or local permits required for the construction and/or operation of the Project. Construction permits are to be obtained prior to executing construction contracts.

Section 13: SIGNS. Any signs installed at the Project site must be pre-approved in writing by the Authority and must acknowledge funding by the Authority.

Section 14: PROJECT START-UP. The Project must be substantially underway within 180 days of the Award Date. If the Grantee does not begin the Project within 180 days of the Award Date, the Authority reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee and terminate this Agreement.

Section 15: AMENDMENTS. Any changes in the approved scope of work of the Project must be submitted in advance and in writing by the Grantee to the Authority and must clearly identify the need for the change. Amendments must be requested by the Chief Executive Official of the Grantee. The Authority has no obligation to approve such a request. Any approved amendment granted by the Authority in a signed writing shall be appended to this Agreement as an amendment.

Section 16: BUDGET CHANGES. Any change in a budget line item (paid in whole or in part with Grant funds) which is greater than ten percent (10%) of any line item must be approved in a signed writing by the Authority prior to any payment with Grant funds.

Section 17: FUNDING UNDERRUNS/OVERRUNS. The Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns required to complete the Project, unless otherwise approved. This Agreement creates no obligation on the part of the Authority or the State to provide funds for the cost overruns.

Section 18: PROJECT COMPLETION. The Grantee must take appropriate action to implement the Project in a timely manner. The Grantee must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within the timeframe reflected in the Grant Award, unless otherwise approved. Completion is defined as submission by the Grantee to the Authority of the final report and documentation of Grant funds expended, accomplishments and other documentation that may be required by the Authority. The Authority will conduct such reviews as may be appropriate prior to issuing a notification in writing of the closure of the Grant. Any unexpended Grant funds at Project completion shall be returned to the Authority or deobligated from the Grant prior to the closure of the Grant.

The Grantee may submit a written extension request to the Authority to include reasons for any delays, justification for the request, and a new schedule for completion that outlines the proposed major project milestones and timeline. The Authority may consider such requests and may, in its sole discretion, grant an extension to complete the Project. The Authority, in its sole discretion, may terminate a Grant that cannot be completed in a timely manner and require that any portion of funds not disbursed to the Grantee be deobligated.

Section 19: REPORTING REQUIREMENTS. The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any significant issues affecting the Project. Progress reports will be provided in such form as required by the Authority and are due on the first day of the first full quarter after the Grant Award. Quarters begin on January 1, April 1, July 1 and October 1. Failure to submit progress reports will subject the Grantee to the sanctions identified herein. A final closeout and accomplishments report must be submitted at Project completion. The Grantee further agrees to complete and submit any and all other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Authority.

Section 20: MAINTENANCE OF RECORDS. The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of three years after its final disposition. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years.

All other pertinent Grant and Project records including financial records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports and other records shall be retained for a minimum of three years after notification in writing by the Authority of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 21: MONITORING. The Grantee must maintain all Project-related or Grant-related records for review by the Authority or other State agency as may be required to ensure timely completion of the Project and compliance with the terms and conditions of this Agreement, or Program Requirements and guidelines or other State requirements. Such records shall be made available for random audit and review by the State but generally the Authority will provide at least 24 hour advance notice of any review to be completed during business hours. Any deficiencies noted during the review must be fully cured within 30 days of notification, unless otherwise specified and prior to close out of the Grant. Failure to comply with these requirements will constitute a violation of this Agreement, and the Grantee will be subject to sanctions as specified in this Agreement.

Section 22: PERFORMANCE. The Grantee shall become fully acquainted with the conditions related to the scope of work and other conditions contained in this Agreement. The failure or omission of the Grantee to become acquainted with these conditions shall not relieve it of any obligation with respect to the Grant or this Agreement. By acceptance of the Grant and execution of this Agreement, the Grantee warrants that it will complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should the Grantee fail to cause the completion of all or part of the Project, the Authority shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed. The Grantee agrees that it is responsible for providing matching contributions as approved in the Application, or any amendments appended hereto, and failure to provide such contributions in the approved amount may result in a pro rata reduction in the Grant funds.

Section 23: SANCTIONS. If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Authority may take any or all of the following actions in addition to seeking any other relief that it is entitled to by law or in equity:

- delay payment of Grant funds until all required documentation has been received and approved;
- require repayment of all or a portion of any Grant funds provided;
- cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or
- refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 24: TERMINATION. The Authority may, upon written notification to the Grantee, terminate all or part of the Grant to be provided pursuant to this Agreement for cause or because of negligence by the Grantee. This Agreement may also be terminated, in whole or in part, with the mutual consent of the Authority and the Grantee, upon signed written notification.

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- Section 25: RESPONSIBILITY FOR MAINTENANCE. Maintenance of facilities, structures, or other improvements paid for in whole or in part with Grant funds is the sole responsibility of the Grantee. Neither the Authority nor the State shall have any responsibility whatsoever to maintain such improvements relating to the Project. The Grantee may assign this responsibility to a third party with written approval from the Authority.
- Section 26: DISCRIMINATION. The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, disability or familial status. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, disability or familial status.
- Section 27: SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT. The Grantee and any Contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act, requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.
- Section 28: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS. No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.
- Section 29: CONFLICT OF INTEREST. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest and shall comply with Section 8-13-100 et. seq. of the Code. The Grantee shall also generally avoid any action that might result in or create an appearance of conflict.
- Section 30: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION. The Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission to a third party for the purpose of obtaining the Authority's approval of the Application or any other approval or concurrence of the Authority required under this Agreement.
- Section 31: LOBBYING. The Grantee is prohibited from using Grant funds for the purpose of lobbying the members of the South Carolina General Assembly or a State agency.
- Section 32: POLITICAL ACTIVITY. None of the Grant funds or materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code.

Section 33: LEGAL SERVICES. No attorney-at-law shall be engaged through the use of any Grant funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.

Section 34: APPLICABLE LAW. This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 35: NOTICES. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Authority shall be sent to:

Ms. Bonnie Ammons Executive Director South Carolina Rural Infrastructure Authority 1201 Main Street, Suite 1600 Columbia, SC 29201

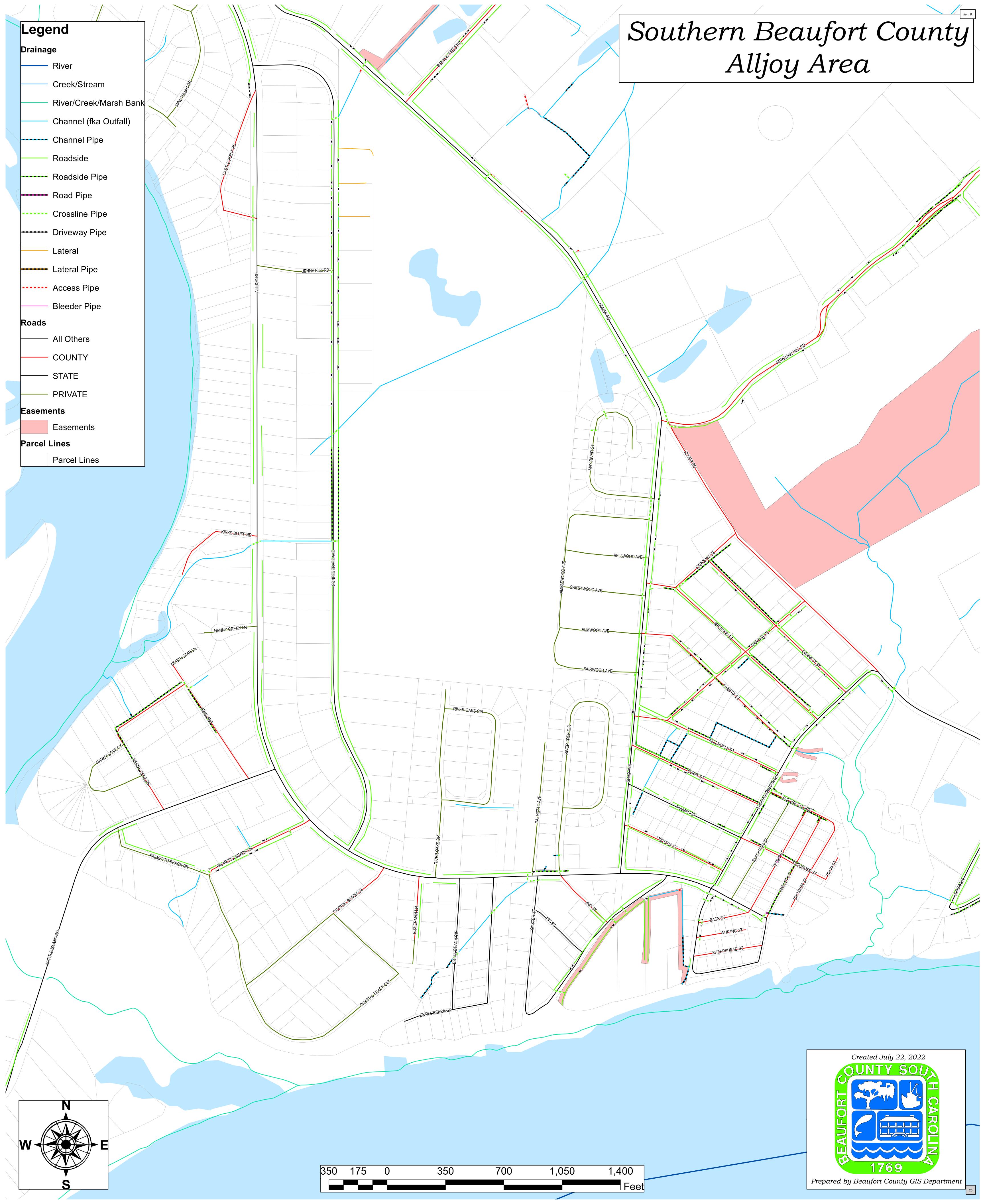
Notices to Grantee shall be sent to:

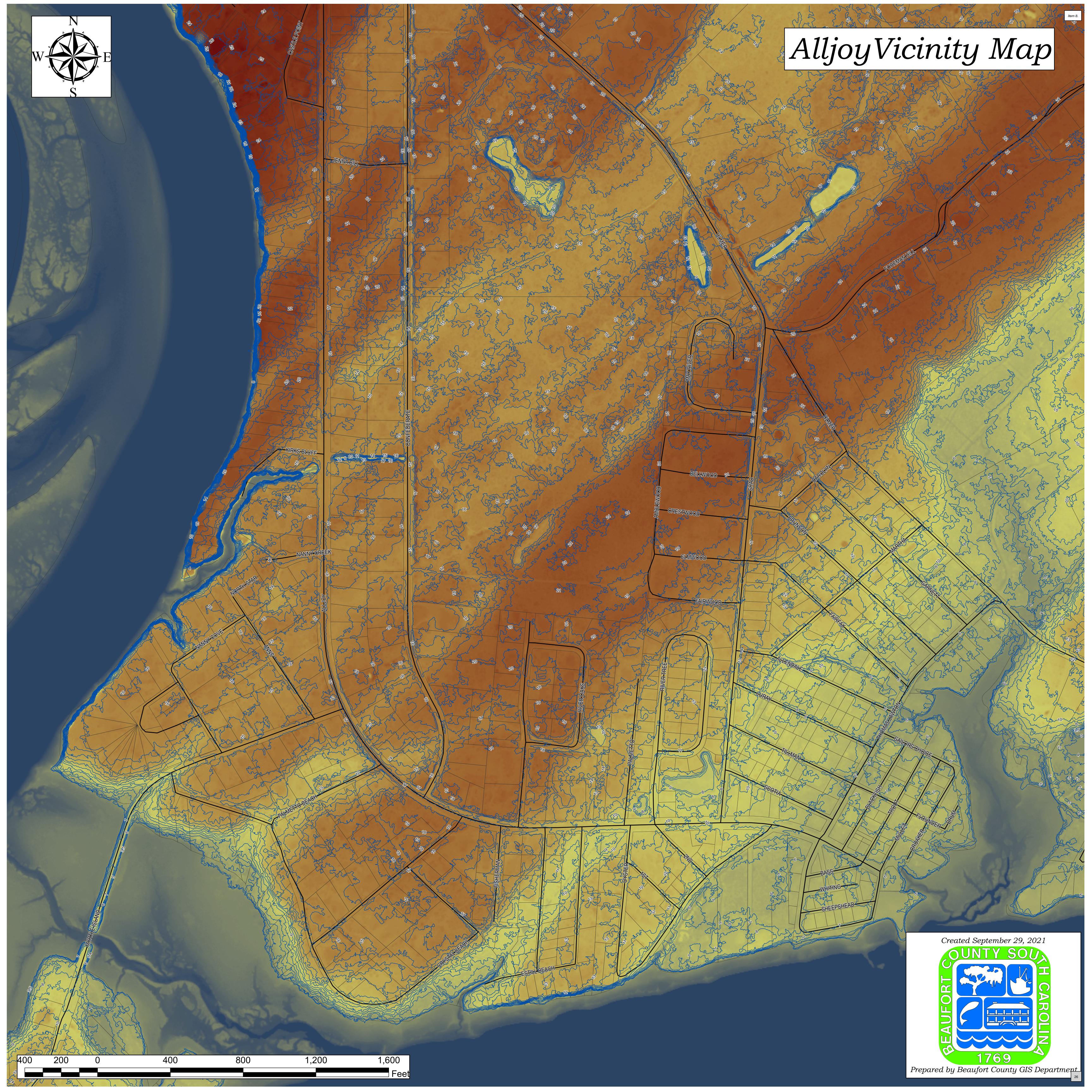
Mr. John Robinson Interim County Administrator Beaufort County 120 Shanklin Road Beaufort, South Carolina 29906

Section 36: APPROPRIATIONS. Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Authority to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Authority. In such event, the Authority shall certify to the Grantee the fact that sufficient funds have not been made available to the Authority to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 37: CONFIDENTIAL INFORMATION. Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Authority requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Authority; provided, however, that should Grantee be required by law, court order or some other form of compulsory process to disclose such information, the Grantee will give the Authority timely notice of such request prior to disclosure of the information.

- Section 38: FREEDOM OF INFORMATION. The Grantee acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure to the South Carolina Freedom of Information Act (FOIA) and that the Grantee and the Authority are required to comply with the provisions of FOIA.
- Section 39: COPYRIGHT. No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
- Section 40: LIABILITY. The Grantee understands that the Authority accepts no liability for the Project or any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount of the Grant, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the Grant Period, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.
- Section 41: TERMS AND CONDITIONS. The Authority reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Authority and any other agency of the State.
- Section 42: SEVERABILITY. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, that provision may be severed and the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.
- Section 43: ASSIGNABILITY: The Grantee shall not assign or transfer any interest in this Agreement without the prior signed written consent of the Authority.





ITEM TITLE:

A Resolution Authorizing the Interim County Administrator to pursue condemnation on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

MEETING NAME AND DATE:

Public Facilities & Safety Committee Meeting 6-24-24

PRESENTER INFORMATION:

Jared Fralix, P.E., Assistant County Administrator, Infrastructure (5 Minutes)

ITEM BACKGROUND:

County Council conditionally accepted Sheppard Road Extension from Duncan O' Quinn on January 27, 1997. Mr. O'Quinn met the conditions of acceptance by executing a deed and drainage easement to the County. The deed was never recorded and Mr. O'Quinn had been paying taxes on parcel R200 011 000 0007 0000 until 2019 when he owed \$117.47 and the property went to tax sale. The property was purchased at tax Sale by Mr. Donald Middleton in October of 2020 for \$1,600. The Treasurer executed a deed to Mr. Middleton on January 12, 2022 recorded in Deed Book 4108 at Pages 1625-1627. Portions of Sheppard Road, Causey Way and Dock Builders Drive are included in Parcel R200 011 000 0007 0000 which have been identified as County Maintained roads. Mr. Middleton approached the Public Works director about purchasing the property. The legal department and Public Works director determined it was in the best interest of the County to have the property appraised to determine value. The appraised value of \$10,000 was offered to Mr. Middlton who has not accepted the offer.

PROJECT / ITEM NARRATIVE:

Due to lack of acceptance of appraised value of \$10,000, staff is seeking the legal option of condemnation to resolve the ownership issue of parcel R200 011 000 0007 0000. This agenda item was discussed during Executive Session of Public Facilities and Safety Committee meeting on August 28, 2023. The item was put on hold for further discussion with the property owner. The property owner has been unsuccessful in providing an alternate appraisal and suggested a land swap of equal value. Communication with County legal staff has determined that no County properties meet the request and recommend moving forward with condemnation.

FISCAL IMPACT:

\$10,000 & associated legal fees for condemnation funded by 1000-30-1301-51160

STAFF RECOMMENDATIONS TO COUNCIL:

Approval of condemnation actions to rectify County ownership of parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend Resolution authorizing County Administrator to pursue condemnation on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island

(Next Step) Move action to County Council for public hearing

Parcel R200 011 000 0007 0000 Located on Lady's Island off Holly Hall RD



The subject is the Causey Way R.O.W., a portion of the Sheppard Rd. R.O.W., and a portion of the Dock Builders Dr. R.O.W. as highlighted in yellow. These were previously dirt roads, but were paved sometime in 1997. The are no curbs, gutters or sidewalks.

RESOLUTION NO. 2024/

A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION OF PARCEL R200-011-000-0007-0000 ASSOCIATED WITH SHEPPARD ROAD, CAUSEY WAY AND DOCK BUILDERS DRIVE ON LADYS ISLAND

WHEREAS, Beaufort County Council conditionally accepted Sheppard Road Extension from Duncan O' Quinn on January 27, 1997.; and

WHEREAS, Mr. O'Quinn met the conditions of acceptance by executing a deed and drainage easement to the County. The deed was never recorded and Mr. O'Quinn had been paying taxes on parcel R200 011 000 0007 0000 until 2019 when he owed \$117.47 and the property went to tax sale.; and

WHEREAS, the property was purchased at tax Sale by Mr. Donald Middleton in October of 2020 for \$1,600.00, The Treasurer executed a deed to Mr. Middleton on January 12, 2022 recorded in Deed Book 4108 at Pages 1625-1627.; and

WHEREAS, Portions of Sheppard Road, Causey Way and Dock Builders Drive are included in Parcel R200 011 000 0007 0000 which have been identified as County Maintained roads; and

WHEREAS, Mr. Middleton approached the Public Works director about purchasing the property. The legal department and Public Works director determined it was in the best interest of the County to have the property appraised to determine value; and

WHEREAS, the appraised value of \$10,000 was offered to Mr. Middlton who has not accepted the offer.; and

WHEREAS, Beaufort County Council believes that it is in the best interest of its citizens to pursue condemnation on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council hereby authorizes the Interim County Administrator to pursue condemnation on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

| ADOPTED this | day of | , 2024. | |
|-----------------------------|-----------|----------------------------|--|
| | COUNTY CO | COUNCIL OF BEAUFORT COUNTY | |
| | | By: | |
| ATTEST: | | | |
| Sarah W. Brock, Clerk to Co | ouncil | | |







Beaufort County Council Statement of Conflict of Interest Pursuant to South Carolina Code of Laws § 8-13-700

| I, Jan backholomen, holding the position as a Beaufort County Council |
|--|
| Member, do hereby declare my potential conflict of interest with regards to the below information: |
| |
| 1. Describe the matter pending before County Council with which you may have a conflict of interest: I lem #9 Gr PFC (6/24/24) - Parce R 20001/000000000000000000000000000000000 |
| 2. Describe the interest that you have that may give rise to the conflict: Property owner contacted me for legal advice regarding the parcel. I declined representation but do speak with county skiff a bout the parcel. |
| Based upon the above information, I hereby recues myself from participating in any discussions of or |
| taking official action relating to said matter. |
| Signed this 24 day of June, 2024 |
| |

ITEM TITLE:

RECOMMENDATION TO ACCEPT FAA BIL AIRPORT TERMINAL PROGRAM GRANT IN THE AMOUNT OF \$5,000,000 FOR HXD TERMINAL IMPROVEMENTS - CONTINGENT UPON FINAL FAA OFFER

MEETING NAME AND DATE:

Public Facilities and Safety Committee; June 24, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

This grant was awarded as part of the 2021 Bipartisan Infrastructure Law (BIL) that provides for competitive grants for airport terminal projects. The funds will allow the project team to expand the first phase of the project, currently under construction, adding to the benefits that will be enjoyed by the airport's customers.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on June 20, 2024.

PROJECT / ITEM NARRATIVE:

The additional funding provided by the grant enables the airport to deliver more benefit to the customers in this initial phase of the terminal improvements project. Some of the key items include:

- Two additional passenger boarding bridges
- An additional passenger screening lane at the new TSA checkpoint
- Increased circulation space in the existing lobby and ticketing areas
- Renovation of all restrooms on the pre-screening side of the terminal
- Installation of additional aircraft apron lighting
- Additional gate area furniture and finishes

FISCAL IMPACT:

The BIL ATP program provides 95% of the project funding (\$5,000,000) of the funding, and airport operations will fund 5% (\$263,158).

Grant Expenditures - GL Code 5402-90-0000-57130

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA BIL ATP Grant in the amount of \$5,000,000 for HXD Terminal Improvements – contingent upon final FAA offer

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny acceptance of FAA BIL ATP Grant in the amount of \$5,000,000 for HXD Terminal Improvements – contingent upon final FAA offer

Move forward to Council for Approval on July 8, 2024

RESOLUTION 2024/

A RESOLUTION TO ACCEPT FAA BIPARTISAN INFRASTRUCTURE LAW (BIL) AIRPORT TERMINAL PROGRAM (ATP) GRANT FOR THE HILTON HEAD ISLAND AIRPORT (HXD) AIRPORT TERMINAL IMPROVEMENTS PROJECT

WHEREAS, as part of the Bipartisan Infrastructure Law passed in November, 2021, there exists competitive grant opportunities to fund airport terminal projects; and

WHEREAS, the Hilton Head Island submitted a competitive application with the goal of securing additional funding for the terminal project at HXD, and received \$5 million in funding through the BIL ATP program; and

WHEREAS, the items to be funded with these grant funds were part of the June 2023 Phase I Terminal Improvements Project bid as alternate items but are not currently funded in the construction program; and

WHEREAS, the completion of these usable units of work will provide an improved level of service for commercial service passengers and enhance safety for aircraft using HXD; and

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA BIL ATP Grant Funding for Hilton Head Island Airport (HXD) Terminal Construction Project.

| Adopted this day of | , 2024. |
|----------------------------------|-----------------------------------|
| | COUNTY COUNCIL OF BEAUFORT COUNTY |
| | BY: |
| ATTEST: | Joseph Passiment, Chairman |
| Sarah W. Brock, Clerk to Council | |

OMB Number: 40 Expiration Date: 11 Item 10.

| Application for Federal Assistance SF-424 | | | | |
|--|----------------------|------------------|--------------------------|--|
| *1. Type of Submission | on: | *2. Type | e of Application | ion * If Revision, select appropriate letter(s): |
| Preapplication | | New | | |
| Application | | Cont | tinuation | * Other (Specify) |
| Changed/Correcte | ed Application | Revis | sion | |
| *3. Date Received: | 4. | Applicant HXD | t Identifier: | |
| 5a. Federal Entity Ide 3-45-0030-XXX | | | | *5b. Federal Award Identifier: |
| State Use Only: | | | | |
| 6. Date Received by | State: | | 7. State App | plication Identifier: |
| 8. APPLICANT INFO | PRMATION: | | | |
| *a. Legal Name: Bea | aufort County, S | South Car | rolina | |
| | | IN/TIN): | *c. UEI: XFSKWHHQMF58 | |
| d. Address: | | | | |
| *Street 1: | 120 Beach City | / Road | | |
| Street 2: | | | | |
| *City: | Hilton Head Isla | and | | |
| County/Parish: | nty/Parish: Beaufort | | | |
| *State: | SC | _ | _ | |
| *Province: | | | | |
| *Country: | USA: United St | ates | | |
| *Zip / Postal Code | 29926-0000 | | | |
| e. Organizational U | nit: | | | , |
| Department Name: Department of Airpo | orts | | | Division Name: Hilton Head Island Airport |
| f. Name and contac | t information of | person to | o be contact | ted on matters involving this application: |
| Prefix: Mr. | *First N | Name: Jo | nathan | |
| Middle Name: P | | | | |
| *Last Name: Rembold | | | | |
| Suffix: | | | | |
| Title: Director of Airp | ports | | | |
| Organizational Affiliation: | | | | |
| *Telephone Number: 843-255-2952 Fax Number: 843-255-9434 | | | | |
| *Email: jrembold@bcgov.net | | | | |

| Application for Federal Assistance SF-424 |
|--|
| *9. Type of Applicant 1: Select Applicant Type: |
| B: County Government |
| Type of Applicant 2: Select Applicant Type: Pick an applicant type |
| Type of Applicant 3: Select Applicant Type: Pick an applicant type |
| *Other (Specify) |
| *10. Name of Federal Agency: |
| Federal Aviation Administration |
| 11. Catalog of Federal Domestic Assistance Number: |
| <u>20.106</u> |
| CFDA Title: |
| Airport Improvement Program |
| *12. Funding Opportunity Number: |
| |
| *Title: |
| BIL ATP |
| |
| 13. Competition Identification Number: |
| Title: |
| |
| |
| 14. Areas Affected by Project (Cities, Counties, States, etc.): |
| Town of Hilton Head Island, Beaufort County, South Carolina |
| |
| |
| #45. Descriptive Title of Applicantle Project. |
| *15. Descriptive Title of Applicant's Project: Terminal Construction |
| |
| |
| |
| |

| Application for Federal Assistance SF-424 | | |
|--|--------------------------|--|
| 16. Congressional Districts Of: | | |
| *a. Applicant: SC-001 *b. | Program/Project: SC-001 | |
| Attach an additional list of Program/Project Congressional Districts if need | ed. | |
| 17. Proposed Project: | | |
| *a. Start Date: 08/01/2024 *b | o. End Date: 09/30/2025 | |
| 18. Estimated Funding (\$): | | |
| *a. Federal5000000 | | |
| *b. Applicant 263158 | | |
| *c. State 0 | | |
| *d. Local0 | | |
| *e. Other0 | | |
| *f. Program Income0 | | |
| *g. TOTAL 5263158 | | |
| *19. Is Application Subject to Review By State Under Executive Order 12372 Process? a. This application was made available to the State under the Executive Order 12372 Process for review on b. Program is subject to E.O. 12372 but has not been selected by the State for review. c. Program is not covered by E.O. 12372. *20. Is the Applicant Delinquent On Any Federal Debt? Yes No If "Yes", explain: 21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) | | |
| X _{**} I AGREE | | |
| ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions. | | |
| Authorized Representative: | | |
| Prefix: Mr. *First Name: Jonathan Middle Name: P *Last Name: Rembold Suffix: | | |
| *Title: Director of Airports | | |
| *Telephone Number: 843-255-2952 | Fax Number: 843-255-9424 | |
| * Email:jrembold@bcgov.net | 1 | |

HILTON HEAD ISLAND AIRPORT (HXD) PROGRAM NARRATIVE

3-45-0030-XXX-2024 BIL ATP

As part of the ongoing terminal expansion project at HXD, Beaufort County received \$5 million in funding through the BIL ATP program. The items below were part of the June 2023 program bid as alternate items but are not currently funded in the construction program. These useable units of work will be funded by this grant. The costs are shown using a 95 percent BIL ATP funding share and a 5 percent airport funding obligation.

| DESCRIPTION | TOTAL |
|--|-----------------|
| Bid Alternate No. 1B - Gate 2 Aircraft Gate Equipment To Include 2A \$35,000 | \$1,414,000.00 |
| Spare Parts Allowance | Ψ2) 12 1,000.00 |
| Bid Alternate No. 1c - Gate 3 Aircraft Gate Equipment To Include 2A \$35,000 | \$1,502,000.00 |
| Spare Parts Allowance | Ψ1,302,000.00 |
| Bid Alternate No. 2 - Furniture Allowance | \$42,361.46 |
| Bid Alternate No. 3 - Alternate Canopy Entrance | \$1,121,000.00 |
| Bid Alternate No. 5 - Seal/Rejuvenate Existing Asphalt Parking Pavement To | \$30,832.00 |
| Remain After Demolition-Landside | \$30,632.00 |
| Bid Alternate No. 6 - Non-Reflectorized White Pavement Marking Of Existing | |
| Parking Spaces To Remain In Existing Asphalt Parking Pavement After | \$4,588.50 |
| Sealing/Rejuvenating- Landside | |
| Bid Alternate No. 8 - Second Manned Checkpoint Lane | \$106,000.00 |
| Bid Alternate No. 12 - 3-Luminaire Led Apron Floodlight Pole With 35-Ft | \$76,000,00 |
| Mounting Height, Complete | \$76,000.00 |
| Bid Alternate No. 13 - 2-Luminaire Led Apron Floodlight Pole With 35-Ft | \$76,000.00 |
| Mounting Height, Complete | \$70,000.00 |
| Non-Secure Restrooms Renovation | \$890,375.93 |
| TOTAL | \$5,263,157.89 |

Estimated Cost: \$5,263,157.89

FAA BIL Cost: \$5,000,000.00

| Project | Total | Federal | State | Local |
|---------|----------------|----------------|--------|--------------|
| BIL ATP | \$5,263,157.89 | \$5,000,000.00 | \$0.00 | \$263,157.89 |

ITEM TITLE:

RECOMMENDATION TO ACCEPT FAA GRANT IN THE AMOUNT OF \$2,993,835 FOR HXD TAXIWAY "F" PAVEMENT REHABILITATION – CONSTRUCTION AND CONSTRUCTION ADMIN - CONTINGENT UPON FINAL FAA OFFER

MEETING NAME AND DATE:

Public Facilities and Safety Committee; June 24, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

This grant will fund the Taxiway F Rehabilitation project.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on June 20, 2024.

PROJECT / ITEM NARRATIVE:

Taxiway "F" is the commercial airline taxiway at the Hilton Head Island Airport. As such, it is a critical piece of the national transportation system, and it plays a crucial role in providing commercial airline service to Hilton Head Island and Beaufort County. Pavement maintenance is one of the guarantees the County makes to the FAA when accepting grant funds. A recent pavement analysis found that the taxiway needs rehabilitation. This project addresses that need and satisfies the FAA requirement.

FISCAL IMPACT:

The FAA will provide 90% (\$2,993,835) of the total project cost, and the SCAC will fund 10% (\$332,648).

Grant Expenditures - GL Code 5402-90-0000-57130 (This line item provides initial funding since all grants are reimbursable)

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA Grant in the amount of \$2,993,835 for HXD Taxiway "F" Pavement Rehabilitation – Construction and Construction Admin contingent upon final FAA offer

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny acceptance of FAA Grant in the amount of \$2,993,835 for HXD Taxiway "F" Pavement Rehabilitation – Construction and Construction Admin contingent upon final FAA offer

Move forward to Council for Approval on July 8, 2024

RESOLUTION 2024/

A RESOLUTION TO ACCEPT FAA GRANT FUNDING FOR THE HILTON HEAD ISLAND AIRPORT (HXD) TAXIWAY F REHABILITATION PROJECT

WHEREAS, the Hilton Head Island Airport Taxiway F rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

WHEREAS, the Taxiway F rehabilitation will provide enhanced safety and service life for the commercial airline taxiway at HXD; and

WHEREAS, the project will include the overlay of the existing taxiway, new pavement markings, required edge light adjustments, sediment/erosion control; and

WHEREAS, this project includes construction and construction administration services for the rehabilitation of Taxiway F; and

WHEREAS, the total FAA grant is \$2,993,835.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA Grant Funding for Hilton Head Island Airport (HXD) Taxiway F Rehabilitation project.

| Adopted this day of | , 2024. |
|----------------------------------|-----------------------------------|
| | COUNTY COUNCIL OF BEAUFORT COUNTY |
| | BY: |
| ATTEST: | Joseph Passiment, Chairman |
| Sarah W. Brock, Clerk to Council | |

OMB Number: 40 Expiration Date: 11 Item 11.

| Application for Fe | deral Assistan | ce SF-42 | 24 | | | | |
|---|--|-----------------|---------------|---|--|--|--|
| *1. Type of Submission: | | | | on * If Revision, select appropriate letter(s): | | | |
| ☐ Preapplication ☒ New | | I | | | | | |
| | | ☐ Con | tinuation | * Other (Specify) | | | |
| Changed/Correcte | ed Application | Rev | ision | | | | |
| *3. Date Received: | 4. | Applican HXD | t Identifier: | | | | |
| 5a. Federal Entity Ide 3-45-0030-XXX | | | | *5b. Federal Award Identifier: | | | |
| State Use Only: | | | | | | | |
| 6. Date Received by | State: | | 7. State App | plication Identifier: | | | |
| 8. APPLICANT INFO | RMATION: | • | | | | | |
| *a. Legal Name: Bea | aufort County, S | South Ca | rolina | | | | |
| *b. Employer/Taxpay 57-6000311 | er Identification N | lumber (E | EIN/TIN): | *c. UEI: XFSKWHHQMF58 | | | |
| d. Address: | | | | | | | |
| *Street 1: | 120 Beach City | / Road | | | | | |
| Street 2: | | | | | | | |
| *City: | Hilton Head Isl | and | | | | | |
| County/Parish: | Beaufort | | | | | | |
| *State: | SC | | | | | | |
| *Province: | | | | | | | |
| *Country: | USA: United S | tates | | | | | |
| *Zip / Postal Code | 29926-0000 | | | | | | |
| e. Organizational Ur | nit: | | | | | | |
| Department Name: Department of Airpo | orts | | | Division Name: Hilton Head Island Airport | | | |
| f. Name and contac | t information of | person t | o be contact | ted on matters involving this application: | | | |
| Prefix: Mr. | *First I | Name: Jo | on | | | | |
| Middle Name: | | | | | | | |
| *Last Name: Rei | *Last Name: Rembold | | | | | | |
| Suffix: | | | | | | | |
| Title: Director of Airp | oorts | | | | | | |
| Organizational Affiliat | Organizational Affiliation: | | | | | | |
| *Telephone Number: | *Telephone Number: 843-255-2952 Fax Number: 843-255-9434 | | | | | | |
| *Email: jrembold@b | ocgov.net | | | | | | |

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| Application for Federal Assistance SF-424 |
|---|
| *9. Type of Applicant 1: Select Applicant Type: B: County Government |
| Type of Applicant 2: Select Applicant Type: Pick an applicant type |
| Type of Applicant 3: Select Applicant Type: Pick an applicant type |
| *Other (Specify) |
| *10. Name of Federal Agency: Federal Aviation Administration |
| 11. Catalog of Federal Domestic Assistance Number: 20.106 |
| CFDA Title: Airport Improvement Program |
| *12. Funding Opportunity Number: |
| *Title: Bipartisan Infrastructure Law |
| 13. Competition Identification Number: |
| Title: |
| |
| 14. Areas Affected by Project (Cities, Counties, States, etc.): |
| |
| *15. Descriptive Title of Applicant's Project: |
| Taxiway F Strengthening (Construction) |
| |
| |

Attach supporting documents as specified in agency instructions.

| Application for Federal Assistance SF-424 | Application for Federal Assistance SF-424 | | | | | |
|---|--|--|--|--|--|--|
| 16. Congressional Districts Of: | | | | | | |
| *a. Applicant: SC-001 | | | | | | |
| Attach an additional list of Program/Project Congressional District | ts if needed. | | | | | |
| 17. Proposed Project: | | | | | | |
| *a. Start Date: 03/31/2024 | | | | | | |
| 18. Estimated Funding (\$): | | | | | | |
| *a. Federal 2993835. | | | | | | |
| *b. Applicant 0 | | | | | | |
| *c. State 332648. | | | | | | |
| *d. Local0 | | | | | | |
| *e. Other0 | | | | | | |
| *f. Program Income0 | | | | | | |
| *g. TOTAL 3326483 | | | | | | |
| *19. Is Application Subject to Review By State Under Execut | | | | | | |
| a. This application was made available to the State under the | | | | | | |
| □ b. Program is subject to E.O. 12372 but has not been selecte | ed by the State for review. | | | | | |
| ☐ c. Program is not covered by E.O. 12372. | | | | | | |
| *20. Is the Applicant Delinquent On Any Federal Debt? ☐ Yes ☒ No | | | | | | |
| If "Yes", explain: | | | | | | |
| | | | | | | |
| 21. *By signing this application, I certify (1) to the statements contherein are true, complete and accurate to the best of my knowled with any resulting terms if I accept an award. I am aware that any me to criminal, civil, or administrative penalties. (U. S. Code, Title ** I AGREE | ge. I also provide the required assurances** and agree to comply y false, fictitious, or fraudulent statements or claims may subject | | | | | |
| ** The list of certifications and assurances, or an internet site whe agency specific instructions. | ere you may obtain this list, is contained in the announcement or | | | | | |
| Authorized Representative: | | | | | | |
| Prefix: Mr. *First Name: Jon | | | | | | |
| Middle Name: | | | | | | |
| *Last Name: Rembold | | | | | | |
| Suffix: | | | | | | |
| *Title: Director of Airports | | | | | | |
| *Telephone Number: 843-255-2952 | Fax Number: 843-255-9424 | | | | | |
| * Email:jrembold@bcgov.net | | | | | | |
| *Signature of Authorized Representative: Jon Rembold, C.N | M. Digitally signed by Jon Rembold, C.M. *Date Signed: 5/22/2024 4 | | | | | |

HILTON HEAD ISLAND AIRPORT (HXD) PROGRAM NARRATIVE

3-45-0030-XXX-2024 (BIL)

<u>Taxiway F Rehabilitation (Construction)</u>: The project includes construction and construction administration services for the rehabilitation of Taxiway F. The project will include the overlay of the existing taxiway, grooving of the overlay, new pavement markings, construct paved shoulders along the taxiway, required edge light adjustments, sediment/erosion control.

| Construction Administration Services (Talbert, Bright & Ellington) | \$154,883.00 |
|--|----------------|
| Construction (APAC-Atlantic, Inc.) | \$3,171,600.00 |
| TOTAL | \$3,326,483.00 |
| | |
| FAA BIL | \$2,993,835.00 |
| SCAC | \$332,648.00 |
| Local | \$0.00 |
| TOTAL | \$3,326,483.00 |

Estimated Cost: \$3,326,483.00

FAA BIL Cost: \$2,993,835.00

| Project | Total | Federal | State | Local |
|---|----------------|----------------|--------------|--------|
| Taxiway F Rehabilitation (Construction) | \$3,326,483.00 | \$2,993,835.00 | \$332,648.00 | \$0.00 |

TALBERT, BRIGHT & ELLINGTON

Engineering & Planning Consultants

May 3, 2023

Mr. Jon Rembold, C.M. Airports Director Hilton Head Island Airport 120 Beach City Road Hilton Head Island, SC 29926

RE: Bid Summary and
Contract Award Recommendation
Taxiway 'F' Strengthening
Hilton Head Island Airport
Hilton Head Island, South Carolina
TBE Project No. 2119-2101

Dear Mr. Rembold,

A total of one (1) responsive bid was received for the above project on May 3, 2023. A copy of the bid tabulation is attached and a summary of the bid results is provided below:

Bidder APAC-Atlantic, Inc., Savannah, GA

Total Bid Amount \$3,171,600.00

We have reviewed the bids received and have found APAC-Atlantic, Inc to be the lowest responsive bidder. APAC-Atlantic, Inc. is also proposing to subcontract 5.15% of the total bid amount to certified DBE firms, which exceeds the 5.1% DBE goal established for this project.

We recommend award of the construction contract for this project to APAC-Atlantic, Inc. for the total bid amount of \$3,171,600.00. The Engineer's Estimate of Probable Construction Cost for this project was \$2,883,300.00.

If you should have any questions concerning this matter, please do not hesitate to contact us.

Sincerely,

J. Andrew Shook, P.E.

Attachment

cc: Mr. Dave Thomas (w/attachment)

BID TABULATION TAXIWAY 'F' STRENGTHENING HILTON HEAD ISLAND AIRPORT TBE PROJECT NO. 2119-2101 MAY 3, 2023

| | APAC-ATLANTIC, INC. SAVANNAH, GA | | | | ENGINEER'S ESTIMATE | | | |
|------|-------------------------------------|--|---------|------|---------------------|----------------|--------------|----------------|
| BASE | BID | | | | LICENSI | E NO.: 12050 | | |
| ITEM | SPEC | | | | | | | |
| NO. | NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | EXT. TOTAL | UNIT PRICE | EXT. TOTAL |
| 1 | C-100 | CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) | 1 | LS | \$95,000.00 | \$95,000.00 | \$75,000.00 | \$75,000.00 |
| 2 | C-102 | TEMPORARY FILTER SOCK | 4,000 | LF | \$5.10 | \$20,400.00 | \$4.00 | \$16,000.00 |
| 3 | C-102 | TEMPORARY CONSTRUCTION ENTRANCE | 2 | EA | \$5,000.00 | \$10,000.00 | \$3,000.00 | \$6,000.00 |
| 4 | C-102 | TEMPORARY FILTER SOCK INLET PROTECTION | 6 | EA | \$375.00 | \$2,250.00 | \$800.00 | \$4,800.00 |
| 5 | C-105 | MOBILIZATION | 1 | LS | \$312,000.00 | \$312,000.00 | \$230,800.00 | \$230,800.00 |
| 6 | P-101 | VARIABLE DEPTH COLD MILLING | 5,000 | SY | \$25.00 | \$125,000.00 | \$20.00 | \$100,000.00 |
| 7 | P-101 | CRACK REPAIR - WIDTH 1/4" TO 2" | 5,000 | LF | \$3.20 | \$16,000.00 | \$4.00 | \$20,000.00 |
| 8 | P-101 | CRACK REPAIR - WIDTH GREATER THAN 2" | 100 | LF | \$250.00 | \$25,000.00 | \$60.00 | \$6,000.00 |
| 9 | P-152 | SHOULDER BUILDUP | 11,900 | LF | \$3.00 | \$35,700.00 | \$20.00 | \$238,000.00 |
| 10 | P-401 | BITUMINOUS ASPHALT SURFACE COURSE | 5,000 | TN | \$430.00 | \$2,150,000.00 | \$235.00 | \$1,175,000.00 |
| 11 | P-603 | EMULSIFIED ASPHALT TACK COAT | 4,100 | GAL | \$6.00 | \$24,600.00 | \$4.00 | \$16,400.00 |
| 12 | P-610 | CONCRETE MANHOLE RIM PROTECTION | 7 | EA | \$12,650.00 | \$88,550.00 | \$800.00 | \$5,600.00 |
| 13 | P-620 | TEMPORARY MARKING | 6,900 | SF | \$4.50 | \$31,050.00 | \$3.00 | \$20,700.00 |
| 14 | P-620 | PAVEMENT MARKING (REFLECTORIZED) | 6,900 | SF | \$2.00 | \$13,800.00 | \$5.00 | \$34,500.00 |
| 15 | P-620 | PAVEMENT MARKING (NON-REFLECTORIZED BLACK) | 10,800 | SF | \$0.75 | \$8,100.00 | \$5.00 | \$54,000.00 |
| 16 | HA | HERBICIDE APPLICATION | 1 | LS | \$2,575.00 | \$2,575.00 | \$5,000.00 | \$5,000.00 |
| 17 | T-901 | TEMPORARY SEEDING (MULCHED) | 5 | AC | \$1,695.00 | \$8,475.00 | \$1,600.00 | \$8,000.00 |
| 18 | T-901 | PERMANENT SEEDING (MULCHED) | 4 | AC | \$3,180.00 | \$12,720.00 | \$2,400.00 | \$9,600.00 |
| 19 | T-904 | PERMANENT BAHIA SOD | 106,000 | SF | \$1.08 | \$114,480.00 | \$8.00 | \$848,000.00 |
| 20 | L-125 | ADJUST EXISTING TAXIWAY LIGHT | 33 | EA | \$2,300.00 | \$75,900.00 | \$300.00 | \$9,900.00 |
| | | | | | | | | |

TOTAL BASE BID AMOUNT \$3,171,600.00 \$2,883,300.00

DBE SUBCONTRACTOR AMOUNT
DBE PERCENTAGE OF BASE BID AMOUNT

\$163,300.00 \$0.00 5.15% 0.00%

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

5|3|2023

DATE

TALBER, BRIGHT & ELLINGTON, INC.

HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA WORK AUTHORIZATION 23-02 May 3, 2023

PROJECT NO.: TBI NO. 2119-2302

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

<u>Description of Work:</u> The scope of the project is to strengthen Taxiway F. The bid documents include a bituminous overlay of the existing pavement. Also included in the project are new pavement markings; shoulder buildup along the edge of pavement; sodding the shoulder; required edge light elevation adjustments to the new shoulder elevation; and sediment and erosion control measures. The approximate limits of the overlay work areas are depicted on the project sketch within this Work Authorization.

Construction Administration (CA), resident project representative (RPR), and quality assurance (QA) testing services for the taxiway pavement rehabilitation project will be performed as part of this Work Authorization. The CA services will include the following: preparing and distributing Released For Construction (RFC) plans and specifications; coordinating and conducting the preconstruction meeting; preparing and distributing preconstruction minutes; coordinate project schedule; review submittals; attend and conduct bi-weekly construction meetings; review and coordinate field changes; review QA test results; process requests for partial payments; attend final inspection; prepare the final punch list; develop project record drawings; prepare the final Engineer's Report. TBE will provide a full-time RPR throughout the entirety of the project. This RPR will be on-site at all times that the contractor is performing work.

TBE will assist with/prepare FAA grant fund requests and quarterly status reports for execution by the Airport staff. TBE will also assist with/prepare grant closeout documentation required by the FAA for this project.

BASIC SERVICES

CONSTRUCTION PHASE:

The construction phase services for this project includes preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, coordinating and conducting the Preconstruction Conference meeting and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record

drawings, assist Hilton Head Island Airport with Grant Closeout and prepare Grant closeout paperwork.

The intended deliverables for these services shall include:

- PDF versions of Released For Construction (RFC) plans and specifications.
- PDF versions of record drawing plan sheets and specifications.
- PDF version of final Engineer's Report

SPECIAL SERVICES

Task 1 – Full-Time Resident Project Representative (RPR)

A full-time resident project representative will be provided to observe the construction and other responsibilities.

Task 2 – Quality Assurance Testing

Quality assurance and acceptance testing required by the project specifications for this project will be provided. Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout.

Task 3 – A-Built Survey

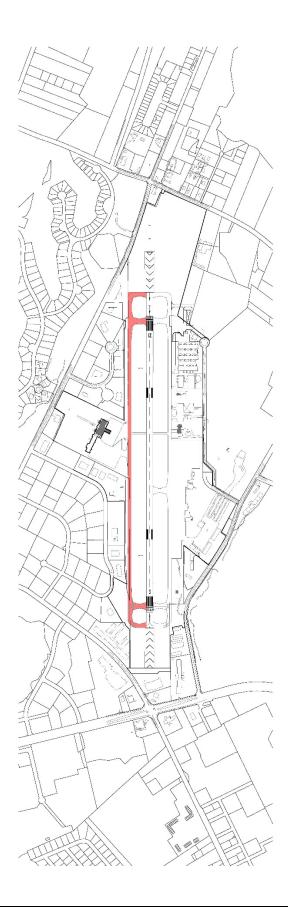
An as-built survey for this project will be provided.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

<u>Cost of Services:</u> The method of payment shall be in accordance with Article 6 – Compensation of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of <u>\$49,645.00</u>. Special services shall be performed on a not to exceed basis with a budget of <u>\$105,238.00</u>, which includes reimbursable expenses. For a total of <u>\$154,883.00</u>.

Agreed as to Scope of Services, Time Schedule and Budget:

| APPROVED: BEAUFORT COUNTY | APPROVED: TALBERT, BRIGHT & ELLINGTON, INC. |
|------------------------------|---|
| Title | Vice President Title: |
| Date: | Date: |
| Witness: | Witness: |





SUMMARY OF FEES

TAXIWAY F STRENGTHENING

HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA FAA PROJECT NO: CLIENT PROJECT NO: TBE PROJECT NO: 2119-2302

May 3, 2023

| DESCRIPTION | Ε | ESTIMATED |
|--|----|------------|
| BASIC SERVICES | | |
| PROJECT FORMULATION/DEVELOPMENT PHASE (01) | \$ | = |
| DESIGN PHASE (04) | \$ | - |
| BIDDING PHASE (05) | \$ | H |
| CONSTRUCTION ADMINISTRATION PHASE (06) | \$ | 46,870.00 |
| | | |
| SUBTOTAL | \$ | 46,870.00 |
| EXPENSES | \$ | 2,775.00 |
| SUBCONSULTANTS | \$ | 51,550.00 |
| INSPECTION - RESIDENT PROJECT REPRESENTATIVE | \$ | 53,688.00 |
| SUBTOTAL | \$ | 108,013.00 |
| TOTAL | \$ | 154,883.00 |

MANHOUR ESTIMATE

TAXIWAY F STRENGTHENING

HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2302

May 3, 2023

CONSTRUCTION ADMINISTRATION PHASE (06)

| DESCRIPTION | PRIN \$ 290 \$ | SPM | PM | SP \$ 175 | E5 \$ 180 | E2 \$ 110 | AD5 | T5 \$150 |
|--|-------------------|-----|--------|--------------|--------------|--------------|-------|-------------|
| | \$ 290 \$ | 250 | \$ 220 | \$ 1/3 | \$ 180 | \$ 110 | \$140 | 2130 |
| Coordinate award of contract | 2 | 2 | 2 | 0 | 0 | 0 | 0 | 0 |
| Coordinate/ conduct preconstruction | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| Preconstruction minutes | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 |
| Coordinate project schedule | 0 | 6 | 0 | 0 | 0 | 8 | 0 | 0 |
| Coordinate submittals | 0 | 4 | 6 | 0 | 0 | 8 | 0 | 0 |
| Construction visits | 0 | 40 | 0 | 0 | 0 | 16 | 0 | 0 |
| Construction observation reports | 2 | 10 | 0 | 0 | 0 | 4 | 0 | 0 |
| Review/coordinate field changes | 1 | 8 | 4 | 0 | 0 | 6 | 0 | 0 |
| Construction correspondence | 0 | 8 | 0 | 0 | 0 | 4 | 0 | 0 |
| Grant administration | 0 | 0 | 4 | 8 | 0 | 0 | 0 | 0 |
| Process requests for partial payment | 0 | 12 | 0 | 0 | 0 | 6 | 0 | 0 |
| Review test results/PWL calculations | 0 | 16 | 0 | 0 | 0 | 8 | 0 | 0 |
| Final inspection | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| Develop record drawings & Final Report | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 6 |
| MANHOUR TOTAL | 5 | 132 | 16 | 8 | 0 | 60 | 0 | 6 |

DIRECT LABOR EXPENSES:

| CLASSIFICATION | | BILL | | EST. | EST. |
|------------------------|------|-------|-----|------|--------------|
| - | | RATE | | MHRS | COST |
| Principal | PRIN | \$ | 290 | 5 | \$ 1,450 |
| Senior Project Manager | SPM | \$ | 250 | 132 | \$ 33,000 |
| Project Manager | PM | \$ | 220 | 16 | \$ 3,520 |
| Senior Planner | SP | \$ | 175 | 8 | \$ 1,400 |
| Engineer V | E5 | \$ | 180 | 0 | \$ - |
| Engineer II | E2 | \$ | 110 | 60 | \$ 6,600 |
| Admin. Assistant V | AD5 | \$ | 140 | 0 | \$ - |
| Technician V | T5 | \$ | 150 | 6 | \$ 900 |
| | | Total | | 227 | |

SUBTOTAL \$ 46,870.00

DIRECT EXPENSES:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | ESTIMATED UNITS | ES | TIMATED COST |
|---|------|----------------|-----------------|----|-----------------|
| Telephone | LS | \$ 150.00 | 1 | \$ | 150.00 |
| Postage | LS | \$ 125.00 | 1 | \$ | 125.00 |
| Miscellaneous expenses (prints, faxes, copies) | LS | \$ 900.00 | 1 | \$ | 900.00 |
| Travel | LS | \$ 1,600.00 | 1 | \$ | 1,600.00 |
| SUBTOTAL | | | | 8 | 2,775.00 |

SCOPE OF SUCONTRACTED SERVICES:

| EXPENSE DESCRIPTION | UNIT | UNIT | EST. | | EST. |
|----------------------------|------------------|-------------|-------|----|-----------|
| | 150776-2507-0040 | RATE | UNITS | | COST |
| Quality Acceptance Testing | LS | \$32,000.00 | 1 | \$ | 32,000.00 |
| As-Built Survey | LS | \$19,550.00 | 1 | \$ | 19,550.00 |
| SURTOTAL | | | | 8 | 51 550 00 |

TOTAL CONSTRUCTION ADMIN. COST:

\$ 101,195.00

MANHOUR ESTIMATE

TAXIWAY F STRENGTHENING

HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA FAA PROJECT NO: CLIENT PROJECT NO: TBE PROJECT NO: 2119-2302

May 3, 2023

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)

CALENDAR DAYS 33

| DESCRIPTION | RPR |
|----------------------|-------|
| | \$ 90 |
| | |
| Project review | 4 |
| Site mobilization | 4 |
| On site inspection | 330 |
| Final inspection | 8 |
| Follow up inspection | 50 |
| Site demobilization | 4 |
| MANHOUR TOTAL | 400 |

DIRECT LABOR EXPENSES:

| CLASSIFICATION | | BILL RATE | EST. MHRS | | EST. COST |
|--|-----|--------------------|--------------|----|--------------|
| RESIDENT PROJECT REPRESENTATIVE (RPR) | RPR | \$ 118 Total | 400 400 | \$ | 47,200 |
| SUBTOTAL. | | | | S | 47 200 00 |

DIRECT EXPENSES:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | EST. COST |
|--|------|--------------|---------------|--------------|
| Telephone | LS | \$ 100 | 1 | \$ 100.00 |
| Postage | LS | \$ 100 | 1 | \$ 100.00 |
| Miscellaneous expenses (prints, faxes, copies, photos) | LS | \$ 250 | 1 | \$ 250.00 |
| Travel | LS | \$ 300 | 1 | \$ 300.00 |
| SUBTOTAL | | | | \$ 750.00 |

PER DIEM:

| EXPENSE DESCRIPTION | UNIT | UNIT | EST. | | EST. |
|---------------------|------|-----------|-------|----|----------|
| | | RATE | UNITS | | COST |
| DAILY PER DIEM | PD | \$ 151 | 38 | \$ | 5,738 |
| | | Total | 38 | | |
| SUBTOTAL | | | | 8 | 5,738.00 |

TOTAL INSPECTION COST: \$ 53,688.00

ITEM TITLE:

RECOMMENDATION TO ACCEPT FAA GRANT IN THE AMOUNT OF \$137,209 FOR HXD AIRFIELD DRAINAGE IMPROVEMENTS – DESIGN AND BIDDING CONTINGENT UPON FINAL FAA OFFER

MEETING NAME AND DATE:

Public Facilities and Safety Committee; June 24, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

This grant will fund the Airfield Drainage Improvements project design and bidding. This is a time-sensitive, mandatory safety project.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on June 20, 2024.

PROJECT / ITEM NARRATIVE:

The Hilton Head Island Airport's airport reference code has changed which also changed some of the dimensions of protective areas on the field. One of those areas, the runway safety area, was expanded. Consequently, several drainage structures that previously were located outside the runway safety area are now in that area. As such, they are subject to stricter standards and must be upgraded. This mandatory safety project will provide the engineering design and bidding services for the structures. This project is eligible for funding through the FAA. Following bidding, a separate construction phase grant will be coordinated with the FAA.

FISCAL IMPACT:

The FAA will provide 90% (\$137,209) of the funding, and airport operations will fund 10% (\$15,245). FAA funds for this project are already budgeted in the FAA account.

Grant Expenditures - GL Code 5402-90-0000-57130

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA Grant in the amount of \$137,209 for HXD Airfield Drainage Improvements – Design and Bidding contingent upon final FAA offer

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny acceptance of FAA Grant in the amount of \$137,209 for HXD Airfield Drainage Improvements – Design and Bidding contingent upon final FAA offer Move forward to Council for Approval on July 8, 2024

RESOLUTION 2024/

A RESOLUTION TO ACCEPT FAA GRANT FOR THE HILTON HEAD ISLAND AIRPORT (HXD) AIRFIELD DRAINAGE IMPROVEMENTS PROJECT

WHEREAS, the Hilton Head Island Airport's airport reference code has been increased from C-II to C-III, and the width of the runway safety area has been increased from 400 feet to 500 feet; and

WHEREAS, several drainage structures are located within the redefined runway safety area and need to be strengthened to support the design aircraft; and

WHEREAS, this project involves the design and bidding efforts associated with the project; and

WHEREAS, the FAA has determined the project is justified and is eligible for grant funding; and

WHEREAS, the grant will be used to fund the design and bidding of the airfield drainage improvement project at the Hilton Head Island Airport. The total FAA grant is \$137,209.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA Grant for the Hilton Head Island Airport (HXD) Airfield Drainage Improvement project.

| Adopted this day of | , 2024. |
|----------------------------------|-----------------------------------|
| | COUNTY COUNCIL OF BEAUFORT COUNTY |
| | BY: |
| | Joseph Passiment, Chairman |
| ATTEST: | |
| Sarah W. Brock, Clerk to Council | |

OMB Number: 40 Expiration Date: 11 Item 12.

| Application for Fed | deral Assistan | ce SF-4 | 24 | | | |
|---|--|-----------------|------------------|--|--|--|
| *1. Type of Submission | on: | *2. Typ | e of Application | ion * If Revision, select appropriate letter(s): | | |
| Preapplication | | ☐ New | v | | | |
| Application | | ☐ Con | ntinuation | * Other (Specify) | | |
| Changed/Correcte | ed Application | Rev | vision | | | |
| *3. Date Received: | 4. | Applican HXD | nt Identifier: | | | |
| 5a. Federal Entity Identifier: 3-45-0030-XXX-2024 | | | | *5b. Federal Award Identifier: | | |
| State Use Only: | | | | | | |
| 6. Date Received by | State: | | 7. State Apr | pplication Identifier: | | |
| 8. APPLICANT INFO | 8. APPLICANT INFORMATION: | | | | | |
| *a. Legal Name: Beaufort County, South Carolina | | | | | | |
| *b. Employer/Taxpay 57-6000311 | er Identification N | Jumber (E | ΞIN/TIN): | *c. UEI: XFSKWHHQMF58 | | |
| d. Address: | | | | | | |
| *Street 1: | 120 Beach City | / Road | | | | |
| Street 2: | | | | | | |
| *City: | Hilton Head Isla | and | | | | |
| County/Parish: | Beaufort | | | | | |
| *State: | SC | | | | | |
| *Province: | | | | | | |
| *Country: | USA: United St | tates | | | | |
| *Zip / Postal Code | 29926-0000 | | | | | |
| e. Organizational Ur | nit: | | | Ţ | | |
| Department Name: Department of Airpo | orts | | | Division Name: Hilton Head Island Airport | | |
| f. Name and contac | f. Name and contact information of person to be contacted on matters involving this application: | | | | | |
| Prefix: Mr. | *First N | Name: Jo | onathan | | | |
| Middle Name: P | | | | | | |
| *Last Name: Rei | mbold | | | | | |
| Suffix: | | | | | | |
| Title: Director of Airp | oorts | | | | | |
| Organizational Affiliat | ion: | | | | | |
| *Telephone Number: | 843-2552952 | | | Fax Number: 843-255-9434 | | |
| *Email: jrembold@b | ocgov.net | | , | | | |

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| Application for Federal Assistance SF-424 |
|---|
| *9. Type of Applicant 1: Select Applicant Type: |
| B: County Government |
| Type of Applicant 2: Select Applicant Type: |
| Pick an applicant type |
| Type of Applicant 3: Select Applicant Type: |
| Pick an applicant type |
| *Other (Specify) |
| |
| *10. Name of Federal Agency: |
| Federal Aviation Administration |
| 11. Catalog of Federal Domestic Assistance Number: |
| 20.106 |
| CFDA Title: |
| Airport Improvement Program |
| |
| *12. Funding Opportunity Number: |
| |
| |
| *Title: |
| BIL AIG |
| |
| |
| 13. Competition Identification Number: |
| |
| Title: |
| |
| |
| |
| |
| 14. Areas Affected by Project (Cities, Counties, States, etc.): Town of Hilton Head Island, Beaufort County South Carolina |
| Town of Fillion Flead Island, Deadlort County Coult Carolina |
| |
| |
| |
| *15. Descriptive Title of Applicant's Project: |
| Airfield Drainage (Design and Bidding) |
| |
| |
| |
| |

Attach supporting documents as specified in agency instructions.

| Application for F | Federal Assistance SF-424 | | | |
|--|---|---|--|---|
| 16. Congressional | Districts Of: | | | |
| *a. Applicant: SC-0 | 01 | *b. Program/Project: S | C-001 | |
| Attach an additiona | l list of Program/Project Congressional Districts if n | eeded. | | |
| 17. Proposed Pro | ject: | | | |
| *a. Start Date: 08/0 | 01/2024 | *b. End Date: 06/30/2 | 2025 | |
| 18. Estimated Fun | ding (\$): | | | |
| *a. Federal | 137209 | | | |
| *b. Applicant | 15245 | | | |
| *c. State | 0 | | | |
| *d. Local | 0 | | | |
| *e. Other | 0 | | | |
| *f. Program Income | <u> </u> | | | |
| *g. TOTAL | 152454 | | | |
| a. This applicat | n Subject to Review By State Under Executive On tion was made available to the State under the Execubject to E.O. 12372 but has not been selected by not covered by E.O. 12372. | cutive Order 12372 Prod | ess for review on | · |
| Yes | ant Delinquent On Any Federal Debt? No | | | |
| herein are true, con with any resulting to me to criminal, civil | application, I certify (1) to the statements contained in plete and accurate to the best of my knowledge. I terms if I accept an award. I am aware that any false, or administrative penalties. (U. S. Code, Title 218 stations and assurances, or an internet site where your tructions. | also provide the require e, fictitious, or fraudulent , Section 1001) | d assurances** and agree to comply statements or claims may subject | |
| Authorized Repres | sentative: | | | |
| Middle Name: P | Ar. *First Name: Jonathan Rembold | | | |
| *Title: Director of A | Airports | | | |
| *Telephone Numbe | r: 843-255-2952 | Fax Number: 843 | -255-9424 | |
| * Email:jrembold@ | Dbcgov.net | | | |
| *Signature of Autho | orized Representative: Jon Rembold, C.M. Di | gitally signed by Jon Rembold, C.M. tte: 2024.06.03 10:19:24 -04'00' | *Date Signed: 6/3/2024 | 5 |

HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA WORK AUTHORIZATION 24-02 May 23, 2024

PROJECT NO.: TBE NO. 2119-2402

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

<u>Description of Work:</u> The scope of the project is to strengthen several of the stormwater drainage inlet structures within the Runway 3/21 safety area at Hilton Head Island Airport. The airport reference code at the Hilton Head Island Airport has been increased from C-II to C-III with a corresponding increase in the width of the runway safety area from 400 feet to 500 feet. Several drainage structures are now located within the runway safety area that need to be strengthened to support the design aircraft. The locations of the drainage structures are depicted on the project sketch within this Work Authorization.

The existing inlet structures in question will be analyzed and a retrofit design will be developed based on the requirements of A/C 150-5320-6G — Airport Pavement Design and Evaluation, Appendix B Design of Structures. The goal of the retrofit will be to strengthen the existing inlet structure to safely carry aircraft loading while minimizing the interruption to Aircraft Operations. Based on previous experience, structural retrofit is expected to entail the replacement of the existing grates and top concrete slab; and the addition of a concrete slab/apron around the existing inlet to redistribute the aircraft load around the adjacent soil. Also, the existing drainage RCP pipes will be analyzed to ensure they can withstand aircraft loading.

Construction Administration (CA), resident project representative (RPR), and quality assurance (QA) testing services for the drainage structure strengthening project will be performed as part of this Work Authorization. The CA services will include the following: preparing and distributing Released For Construction (RFC) plans and specifications; coordinating and conducting the preconstruction meeting; preparing and distributing preconstruction minutes; coordinate project schedule; review submittals; attend and conduct bi-weekly construction meetings; review and coordinate field changes; review QA test results; process requests for partial payments; attend final inspection; prepare the final punch list; develop project record drawings; prepare the final Engineer's Report. TBE will provide a full-time RPR throughout the entirety of the project. This RPR will be on-site at all times that the contractor is performing work.

During the implementation phase of the structural retrofit, all work will be performed per A/C 150/5370-2G – Operational Safety on Airports During Construction.

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TBE will assist with/prepare FAA grant fund requests and quarterly status reports for execution by the Airport staff. TBE will also assist with/prepare grant closeout documentation required by the FAA for this project.

Professional services to be provided by Talbert, Bright & Ellington, Inc. (TBE) will include civil and survey services required to accomplish the following items:

PHASE 01 – Project Formulation/Development

The preliminary design phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified. TBE will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project and ensure competitive construction bids. Bids will adhere to the purchasing and procurement policies set forth by Beaufort County, as well as local and state laws. Activities include:

- a. Conduct a project kick-off meeting. Attendees will be Beaufort County, FAA, design team, and airport tenants.
- b. Coordinate with the following agencies for necessary permits related to the proposed improvements for this project:
 - SCDHEC-OCRM NPDES Permit (to be applied for during design)
 - Town of Hilton Head Island Design Plan Review Permit (to support construction activity, includes Town departments [Natural Resources, Engineering, Emergency EMS/Fire, Planning, etc.] to be applied for during design)
 - FAA and Beaufort County Engineering (plan review, to be performed during design)
- c. Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
- d. Prepare an overall construction and safety phasing plan in order to maximize project constructability and minimize interference with airport operations.

PHASE 04 - Preliminary Design

- a. Layout and design of new aircraft-rated stormwater inlet drainage structures.
- b. Design of erosion and sediment control devices.
- c. Review original design plans for existing pavement thickness within the project limits and compare with pavement thickness from proposed geotechnical borings.
- d. Complete necessary site surveying to determine existing pipe sizes and inverts. Survey is not required to be in accordance with FAA AC 150/5300-18B and related advisory circulars.
- e. Provide recommendations for construction phasing to the sponsor and airline tenants for their review.
- f. Prepare preliminary engineering report.
- g. Meet with Sponsor/FAA to review project after preliminary engineering report submittal, and at 60 percent and 90 percent completion (3 meetings).
- h. Complete estimates of probable construction costs for the recommended alternatives.
- i. Solicit comments on preliminary design from airport personnel and FAA.

PHASE 04 – Final Design

- a. Incorporate preliminary design comments and respond as necessary to requests for additional information.
- b. Provide final design drawings, specifications, and final estimate of probable construction costs and schedule for the project.
- c. Develop specifications using FAA AC 150/5370-10, "Standards for Specifying Construction of Airports," as amended, and utilize standard provisions supplied by the sponsor, as necessary.
- d. Development of construction safety and phasing plan in accordance with FAA AC 150/5370-2, "Operational Safety on Airports during Construction."

- e. Design all improvements in accordance with FAA standards and guidelines.
- f. Provide for all required design of utilities and services within the area defined in the preliminary design.
- g. Complete final quantity calculations.
- h. Complete final engineer's report for the project. This report will detail all data utilized in the design of the project. The final design report will discuss any/all assumptions made during the design. This shall include the following: Stormwater system survey, final plans, estimates of probable construction costs, and phasing/scheduling recommendations.
- i. Solicit sponsor and FAA approval.
- j. Complete and submit 7460 applications through FAA OEAAA website.
- k. Submit project to local and state permitting agencies.
- Assist airport with advertising and interpretation of project requirements.
- m. Assist airport with preparation of the project application to FAA.
- n. <u>Deliverables</u> Engineer will provide interim design submittals at 60 percent, 90 percent and 100 percent design completion phases. Deliverables for the 60 percent and 90 percent phases will consist of plan sheets, technical specifications, itemized construction cost estimate, and preliminary Engineer's Report electronic copy: PDF format. Paper copy: bond full-size for plan sheets. Deliverables for the 100 percent phase will consist of plan sheets, technical specifications, itemized construction cost estimate, and final Engineer's Report.

PHASE 05 – Bidding

- a. Coordinate schedule and advertisement with Sponsor and FAA.
- b. Distribute plans/specifications to bidders, plan rooms, and funding agencies.
- c. Conduct the pre-bid meeting.
- d. Respond to contractor Requests for Information.

- e. Prepare addenda based off pre-bid meeting and bidders' questions.
- f. Beaufort County will conduct the bid opening per standard practices.
- g. Prepare and distribute the bid tabulation.
- h. Review bids. Coordinate with FAA Civil Rights on DBE participation.
- i. Send recommendation of contract award to Sponsor.
- j. Assist Sponsor with grant application.
- k. <u>Deliverables</u> Engineer will provide bid tabulation of bids received, and submittal of DBE participation proposed by low responsive bidder to FAA Civil Rights for review and concurrence by the FAA. Upon receipt of written approval of DBE Participation Letter from FAA Civil Rights, Engineer will provide written summary of bids received and construction contract award recommendation for consideration by the Owner.

PHASE 06 – Construction Administration

a. Basic Services

Construction Phase

The construction phase services for this project includes preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, coordinating and conducting the Preconstruction Conference meeting and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record drawings, assist Hilton Head Island Airport with Grant Closeout and prepare Grant closeout paperwork.

The intended deliverables for these services shall include:

- PDF versions of Released For Construction (RFC) plans and specifications.
- PDF versions of record drawing plan sheets and specifications.
- PDF version of final Engineer's Report

b. Special Services

<u>Task 1 - Resident Project Representative</u>

A full-time resident project representative will be provided to observe the construction and other responsibilities.

Task 2 - Quality Assurance Testing

Quality assurance and acceptance testing required by the project specifications for this project will be provided. Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout.

Task 3 - As-Built Survey

An as-built survey for this project will be provided.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

<u>Cost of Services:</u> The method of payment shall be in accordance with Article 6 – Compensation of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of <u>\$85,856.00</u>, which includes reimbursable expenses. Special services shall be performed on a not to exceed basis with a budget of <u>\$64,098.00</u>. For a total of <u>\$149,954.00</u> (Appendix B, page 16).

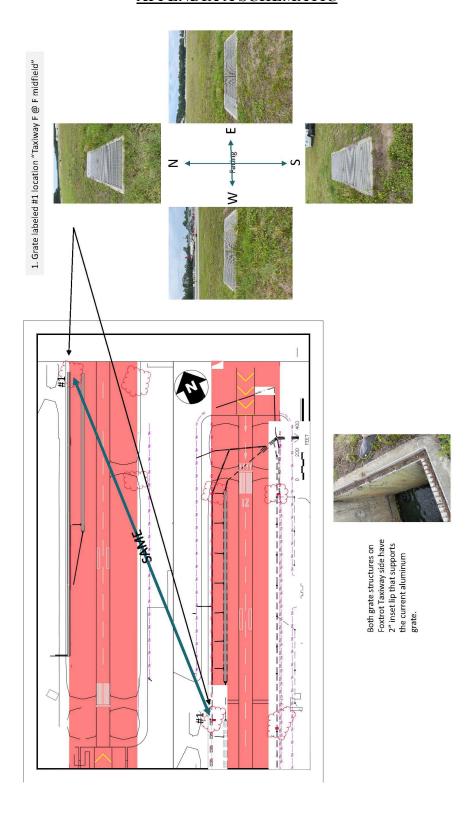
| Design and Bidding | \$149,954.00 |
|-----------------------------|--------------|
| Construction Administration | \$270,400.75 |
| TOTAL | \$420,354.75 |

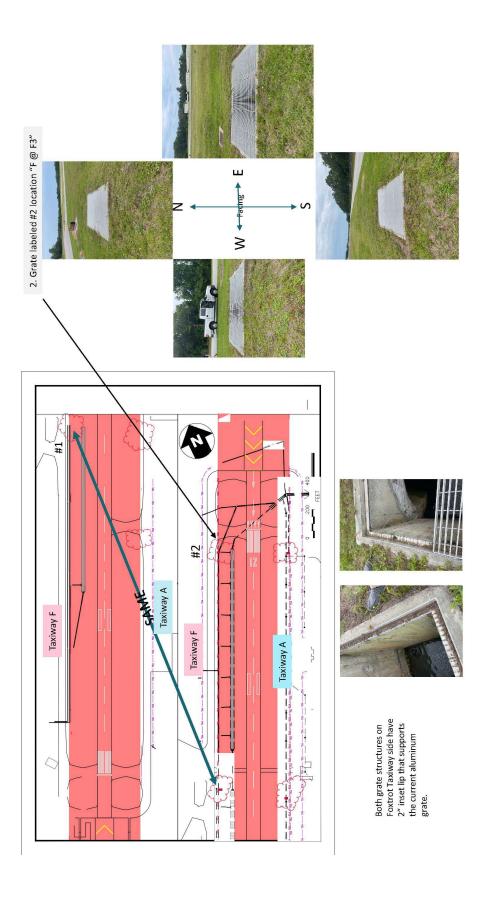
NOTE: THE SCOPE AND BUDGET PROVIDED IS FOR THE ENTIRE PROGRAM; HOWEVER, THIS WORK AUTHORIZATION IS ON FOR THE DESIGN AND BIDDING OF THE PROJECT.

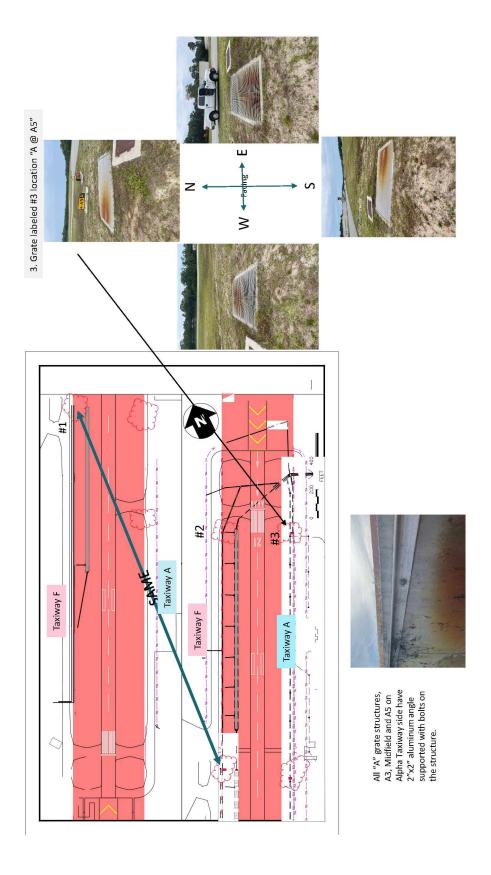
Agreed as to Scope of Services, Time Schedule, and Budget:

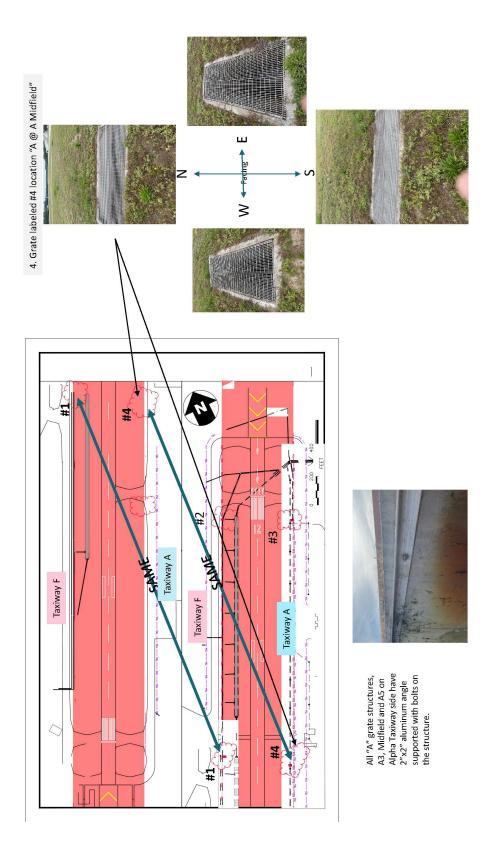
| APPROVED: BEAUFORT COUNTY | APPROVED: TALBERT, BRIGHT & ELLINGTON, INC. | | |
|------------------------------|---|--|--|
| Title | Vice President Title: | | |
| Date: | Date: | | |
| Witness: | Witness: | | |

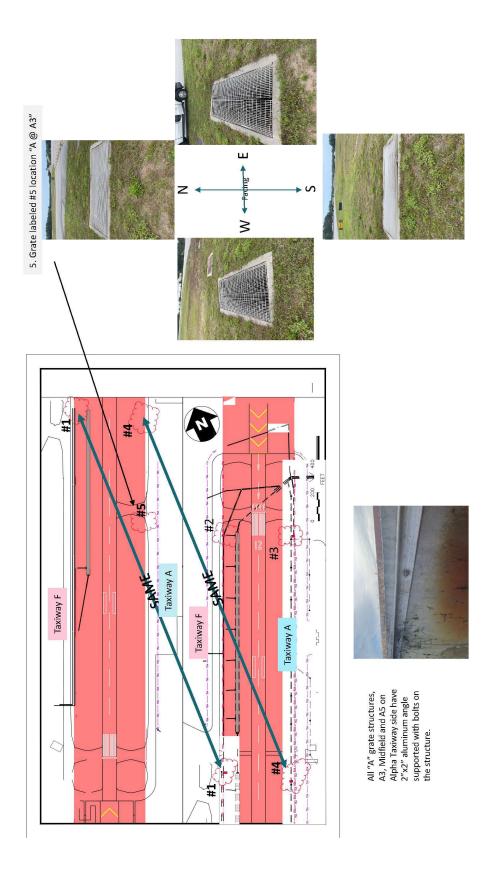
APPENDIX A SCHEMATIC

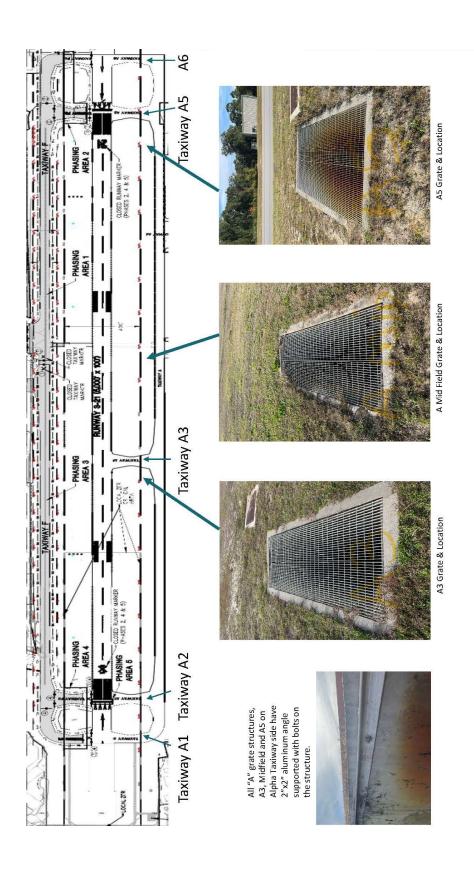


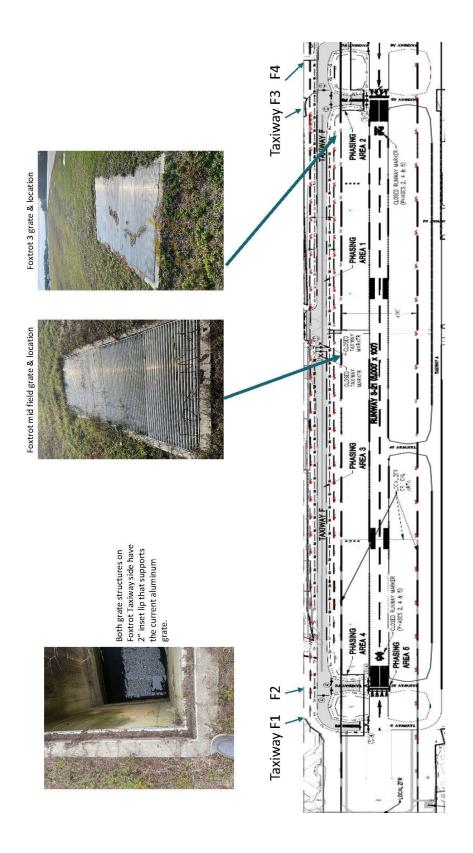












APPENDIX B FEE PROPOSAL

SUMMARY OF FEES

AIRFIELD DRAINAGE

HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA AIP PROJECT NO: TBE PROJECT NO: 2119-2402

May 23, 2024

| DESIGN AND BIDDING DESCRIPTION BASIC SERVICES | | ESTIMATED COST | |
|---|----------|-------------------|------------|
| PROJECT FORMULATION/DEVELOPMENT PHASE (01) | | \$ | 31,790.00 |
| DESIGN PHASE (04) | | \$ | 35,460.00 |
| BIDDING PHASE (05) | | \$ | 12,326.00 |
| | SUBTOTAL | \$ | 79,576.00 |
| EXPENSES | | \$ | 6,280.00 |
| | SUBTOTAL | \$ | 6,280.00 |
| SUBCONSULTANTS | | \$ | 64,098.00 |
| | SUBTOTAL | \$ | 64,098.00 |
| | TOTAL | \$ | 149,954.00 |

CONSTRUCTION ADMINISTRATION

| CONSTRUCTION ADMINISTRAT | ION | | |
|------------------------------|------------------|------|------------|
| DESCRIPTION | | ES | STIMATED |
| BASIC SERVICES | | COST | |
| CONSTRUCTION ADMINISTRATION | ON PHASE (06) | \$ | 65,644.00 |
| | SUBTOTAL | \$ | 65,644.00 |
| EXPENSES | | \$ | 2,775.00 |
| | SUBTOTAL | \$ | 2,775.00 |
| SUBCONSULTANTS | | \$ | 73,948.00 |
| INSPECTION - RESIDENT PROJEC | T REPRESENTATIVE | \$ | 128,033.75 |
| | SUBTOTAL | \$ | 201,981.75 |
| | TOTAL | \$ | 270,400.75 |
| G | RAND TOTAL | \$ | 420,354,75 |

AIRFIELD DRAINAGE HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA AIP PROJECT NO: TBE PROJECT NO: 2119-2402

May 23, 2024

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

| DESCRIPTION | PRIN \$ 290 | SPM \$ 250 | PM \$ 230 | SP \$ 171 | E4 \$ 160 | E2 \$ 120 | E1 \$ 96 | T5 \$ 141 | T3 \$ 92 | AD5 \$ 90 | AD3 \$ 75 |
|--|----------------|---------------|--------------|--------------|--------------|--------------|-------------|--------------|-------------|--------------|--------------|
| | 3 270 | W 250 | J 230 | 31/1 | J 100 | 3 120 | J 70 | 9 141 | J 72 | 3 20 | 9 /3 |
| CATEX preparation | 0 | 0 | 12 | 4 | 0 | 0 | 0 | 0 | 0 | 4 | 0 |
| Preliminary project review w/Owner & FAA | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| Prepare FAA preapplication | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Coordinate with FAA | 0 | 8 | 4 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| Develop project scope/contract/revisions | 0 | 6 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Coordinate with subconsultants | 0 | 40 | 10 | 0 | 40 | 0 | 0 | 0 | 0 | 0 | 0 |
| ALP pen and ink change | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Develop preliminary estimate | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| MANHOUR TOTAL | 0 | 58 | 30 | 10 | 52 | 0 | 0 | 0 | 0 | 4 | 0 |

DIRECT LABOR EXPENSES:

| CLASSIFICATION | | BILL RATE | EST. MHRS | | EST. COST |
|----------------------|------|--------------|--------------|----|--------------|
| Principal | PRIN | \$ 290 | | \$ | - |
| Project Manager | SPM | \$ 250 | 58 | \$ | 14,500 |
| Senior Planner | PM | \$ 230 | 30 | S | 6,900 |
| Engineer V | SP | \$ 171 | 10 | S | 1,710 |
| Engineer IV | E4 | \$ 160 | 52 | \$ | 8,320 |
| Engineer II | E2 | \$ 120 | = | \$ | - |
| Engineer I | E1 | \$ 96 | - | \$ | - |
| Technician V | T5 | \$ 141 | 2 | \$ | - |
| Technician II | T3 | \$ 92 | - | \$ | |
| Admin. Assistant IV | AD5 | \$ 90 | 4 | S | 360 |
| Admin. Assistant III | AD3 | \$ 7.5 | - | \$ | = |
| | | Total | 154 | | |

SUBTOTAL \$ 31,790.00

DIRECT EXPENSES:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | | EST. COST |
|---|------|--------------|---------------|----|--------------|
| Telephone | LS | \$ - | 1 | \$ | - |
| Postage | LS | \$ - | 1 | \$ | = |
| Miscellaneous expenses (prints, faxes, copies) | LS | \$ 100 | 1 | \$ | 100 |
| Travel | LS | \$ 120 | 1 | \$ | 120 |
| SURTOTAI | | | | 8 | 220.00 |

SCOPE OF SUCONTRACTED SERVICES:

| EXPENSE DESCRIPTION | UNIT | UNIT | | EST. | EST. |
|---------------------|------|------|---|-------|----------------|
| | | RATE | | UNITS | COST |
| | LS | \$ | ě | 1 | \$ <u> </u> |
| | LS | \$ | - | 1 | \$ = |
| SUBTOTAL | | | | | \$ = |

TOTAL PRELIMINARY AIP ELIGIBLE COST: \$ 32,010.00 \$ -

AIRFIELD DRAINAGE

HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA AIP PROJECT NO: TBE PROJECT NO: 2119-2402

May 23, 2024

DESIGN PHASE (04)

| DESCRIPTION | PRIN | SPM | PM | SP | E4 | E2 | E1 | T5 | Т3 | AD5 | AD3 |
|--|--------|--------|--------|--------|--------|--------|-------|--------|-------|-------|-------|
| | \$ 290 | \$ 250 | \$ 230 | \$ 171 | \$ 160 | \$ 120 | \$ 96 | \$ 141 | \$ 92 | \$ 90 | \$ 75 |
| | | | | | | | | | | | |
| PLANS | | | | | | | | | | | |
| Cover Sheet | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | O | 0 |
| Construction Safety and Phasing Plan | 0 | 8 | 0 | 0 | 4 | 0 | 0 | 8 | 0 | 0 | 0 |
| Drainage and Erosion Control Plan (2) | 0 | 8 | 8 | 0 | 22 | 0 | 0 | 0 | 0 | 0 | 0 |
| Miscellaneous Details (2) | 0 | 2 | 4 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | |
| DESIGN | | | | | | | | | | | |
| Coordination/Meetings with Client, and FAA | 0 | 8 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sequence of construction | 0 | 4 | 0 | | 6 | 0 | O | 0 | 0 | 0 | 0 |
| CSPP / DHEC / 7460 submittals | 0 | 8 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 |
| Specifications | 0 | 8 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 8 | 0 |
| Quantities and Estimate | 0 | 2 | 0 | 0 | 4 | 4 | 0 | 4 | 0 | O | 0 |
| Quality assurance | 0 | 4 | 2 | 0 | O | 0 | O | 0 | 0 | O | 0 |
| Revisions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 |
| Design engineer's report | 0 | 4 | 0 | 0 | 8 | 0 | O | 0 | 4 | O | 0 |
| | | | | | | | | | | | 0 |
| MANHOUR TOTAL | 0 | 57 | 14 | 0 | 88 | 4 | 0 | 14 | 8 | 8 | 0 |

DIRECT LABOR EXPENSES:

| CLASSIFICATION | | BILL | EST. | EST. |
|----------------------|------|-----------|------|-----------------|
| | | RATE | MHRS | COST |
| Principal | PRIN | \$ 290 | - | \$ |
| Project Manager | SPM | \$ 250 | 57 | \$ 14,250 |
| Senior Planner | PM | \$ 230 | 14 | \$ 3,220 |
| Engineer V | SP | \$ 171 | - | \$ _ |
| Engineer IV | E4 | \$ 160 | 88 | \$ 14,080 |
| Engineer II | E2 | \$ 120 | 4 | \$ 480 |
| Engineer I | E1 | \$ 96 | - | \$ - |
| Technician V | T5 | \$ 141 | 14 | \$ 1,974 |
| Technician II | T3 | \$ 92 | 8 | \$ 736 |
| Admin. Assistant IV | AD5 | \$ 90 | 8 | \$ 720 |
| Admin. Assistant III | AD3 | \$ 75 | - | \$ - |
| | | Total | 193 | |
| SUBTOTAL | | | | \$ 35,460.00 |

AIRFIELD DRAINAGE

HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA AIP PROJECT NO: TBE PROJECT NO: 2119-2402

May 23, 2024

DESIGN PHASE (04)

DIRECT EXPENSES:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | EST. COST |
|--|------|--------------|---------------|----------------|
| Telephone | LS | \$ 150 | 1 | \$ 150.00 |
| DHEC permitting | LS | \$ 2,000 | 1 | \$ 2,000.00 |
| Miscellaneous expenses (review fees, prints, faxes, copies) | LS | \$ 650 | 1 | \$ 650.00 |
| Travel | LS | \$ 450 | 1 | \$ 450.00 |
| SUBTOTAL | | | | \$ 3,250.00 |

SCOPE OF SUCONTRACTED SERVICES:

| EXPENSE DESCRIPTION | | UNIT | EST. | EST. |
|--------------------------------|----|--------------|-------|-----------------|
| | | RATE | UNITS | COST |
| Assurance Consulting Engineers | LS | \$ 60,126 | 1 | \$ 60,126.00 |
| SUBTOTAL | | | | \$ 60.126.00 |

TOTAL DESIGN AIP ELIGIBLE COST:

\$ 98,836.00

AIRFIELD DRAINAGE

HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA AIP PROJECT NO:

TBE PROJECT NO: 2119-2402

May 23, 2024

BIDDING PHASE (05)

| DESCRIPTION | PRIN | SPM | PM | SP | E4 | E2 | E1 | T5 | T3 | AD5 | AD3 |
|---------------------------|--------|--------|--------|--------|--------|--------|-------|--------|-------|-------|-------|
| | \$ 290 | \$ 250 | \$ 230 | \$ 171 | \$ 160 | \$ 120 | \$ 96 | \$ 141 | \$ 92 | \$ 90 | \$ 75 |
| | | | | | | | | | | | |
| Coordinate advertisement | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 |
| Distribute bid documents | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 |
| Prebid meeting | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bidder question & answers | 1 | 4 | 0 | 0 | 6 | 2 | 0 | 2 | 0 | 2 | 0 |
| Prepare addenda | 1 | 8 | 0 | 0 | 0 | 2 | 0 | 4 | 0 | 4 | 0 |
| Bid opening, tabulation | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 |
| Recommendation of Award | 0 | 2 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 |
| MANHOUR TOTAL | 2 | 32 | 0 | 0 | 8 | 6 | 0 | 6 | 0 | 10 | 0 |

DIRECT LABOR EXPENSES:

| CLASSIFICATION | | BILL RATE | EST. MHRS | EST. COST |
|----------------------|------|--------------|--------------|--------------|
| Principal | PRIN | \$ 290 | 2 | \$ 580 |
| Project Manager | SPM | \$ 250 | 32 | \$ 8,000 |
| Senior Planner | PM | \$ 230 | 0 | \$ |
| Engineer V | SP | \$ 171 | 0 | \$ - |
| Engineer IV | E4 | \$ 160 | 8 | \$ 1,280 |
| Engineer II | E2 | \$ 120 | 6 | \$ 720 |
| Engineer I | E1 | \$ 96 | 0 | \$ |
| Technician V | T5 | \$ 141 | 6 | \$ 846 |
| Technician II | Т3 | \$ 92 | 0 | \$ 100 |
| Admin. Assistant IV | AD5 | \$ 90 | 10 | \$ 900 |
| Admin. Assistant III | AD3 | \$ 75 | 0 | \$ - |
| | | Total | 64 | |

DIRECT EXPENSES:

SUBTOTAL

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | EST. COST |
|---|------|--------------|---------------|----------------|
| Telephone | LS | \$ 50 | 1 | \$ 50.00 |
| Postage | LS | \$ 75 | 1 | \$ 75.00 |
| Copying | LS | \$ 400 | 1 | \$ 400.00 |
| Reproduction | LS | \$ 400 | 1 | \$ 400.00 |
| Advertisement | LS | \$ 1,500 | 1 | \$ 1,500.00 |
| Miscellaneous expenses (prints, faxes, copies) | LS | \$ 225 | 1 | \$ 225.00 |
| Travel | LS | \$ 160 | 1 | \$ 160.00 |
| EXPENSE DESCRIPTION | | | | \$ 2,810.00 |

SCOPE OF SUCONTRACTED SERVICES:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | EST. COST |
|--------------------------------|------|--------------|---------------|----------------|
| Assurance Consulting Engineers | LS | \$ 3,972 | 1 | \$ 3,972.00 |
| SUBTOTAL | | | | \$ 3,972.00 |

TOTAL BIDDING AIP ELIGIBLE COST:

\$ 19,108.00

\$ 12,326.00

AIRFIELD DRAINAGE HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA AIP PROJECT NO: TBE PROJECT NO: 2119-2402

May 23, 2024

CONSTRUCTION ADMINISTRATION PHASE (06)

| DESCRIPTION | PRIN | SPM | PM | SP | E4 | E2 | E1 | T5 | T3 | AD5 | AD3 |
|--|--------|--------|--------|--------|--------|--------|-------|--------|-------|-------|-------|
| | \$ 290 | \$ 250 | \$ 230 | \$ 171 | \$ 160 | \$ 120 | \$ 96 | \$ 141 | \$ 92 | \$ 90 | \$ 75 |
| | | | | | | | | | | | |
| Coordinate award of contract | 2 | 2 | 2 | 0 | 0 | 0 | 0 | Ö | 0 | Ů. | |
| | 0 | 0 | 8 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| Coordinate/conduct preconstruction | 0 | 0 | 0 | 0 | 173 | 0 | 0 | 0 | 55 | | 0 |
| Preconstruction minutes | U | 2 | U | U | 0 | U | U | | 0 | 0 | U |
| Coordinate with subconsultants | 0 | 20 | 10 | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 0 |
| Coordinate/review project schedule | 0 | 6 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| Coordinate submittals | 0 | 4. | 6 | 0 | 10 | 0 | 6 | 0 | 0 | 0 | 0 |
| Construction visits | 0 | 0 | 56 | 0 | 16 | 0 | 4 | 0 | 0 | 0 | 0 |
| Construction observation reports | 2 | 0 | 10 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| Calls/Coordination with RPR and Contractor | 0 | 0 | 8 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| Review/coordinate field changes | 1 | 8 | 4 | 0 | 6 | 0 | 4 | 0 | 0 | 0 | 0 |
| Construction correspondence | 0 | 8 | 0 | 0 | 4 | 0 | 4 | 0 | 0 | 0 | 0 |
| Grant administration | 0 | 0 | 4 | 8 | 0 | 0 | 8 | 0 | 0 | 0 | 0 |
| Process requests for partial payment | 0 | 0 | 12 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 |
| Final inspection and punch list | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Develop record drawings | 0 | 1 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 6 |
| Final report | 0 | 1 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| MANHOUR TOTAL | 5 | 60 | 120 | 8 | 108 | 0 | 26 | 0 | 0 | 0 | 6 |

DIRECT LABOR EXPENSES:

| CLASSIFICATION | | BILL RATE | EST. MHRS | EST. COST |
|----------------------|------|--------------|--------------|-----------------|
| Principal | PRIN | \$ 290 | 5 | \$ 1,450 |
| Project Manager | SPM | \$ 250 | 60 | \$ 15,000 |
| Senior Planner | PM | \$ 230 | 120 | \$ 27,600 |
| Engineer V | SP | \$ 171 | 8 | \$ 1,368 |
| Engineer IV | E4 | \$ 160 | 108 | \$ 17,280 |
| Engineer II | E2 | \$ 120 | 0 | \$ 1.0 |
| Engineer I | E1 | \$ 96 | 26 | \$ 2,496 |
| Technician V | T5 | \$ 141 | 0 | \$ 1.7 |
| Technician II | T3 | \$ 92 | 0 | \$ - |
| Admin. Assistant IV | AD5 | \$ 90 | 0 | \$ 120 |
| Admin. Assistant III | AD3 | \$ 75 | 6 | \$ 450 |
| | | Total | 333 | |
| SUBTOTAL | | | | \$ 65,644.00 |

DIRECT EXPENSES:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | EST. COST |
|---|------|--------------|---------------|----------------|
| Telephone | LS | \$ 150 | 1 | \$ 150.00 |
| Postage | LS | \$ 125 | 1 | \$ 125.00 |
| Miscellaneous expenses (prints, faxes, copies) | LS | \$ 900 | 1 | \$ 900.00 |
| Travel | LS | \$ 1,600 | 1 | \$ 1,600.00 |
| SUBTOTAL | | | | \$ 2,775.00 |

AIRFIELD DRAINAGE HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA AIP PROJECT NO: TBE PROJECT NO: 2119-2402

May 23, 2024 SCOPE OF SUCONTRACTED SERVICES:

| EXPENSE DESCRIPTION | UNIT | UNIT | EST. | EST. |
|---------------------------------------|------|----------|------|------------------|
| Additional Quality Acceptance Testing | LS | \$30,000 | 1 | \$ 30,000.00 |
| Additional As-Built Survey | LS | \$20,000 | 1 | \$ 20,000.00 |
| Assurance Consulting Engineers | LS | \$23,948 | 1 | \$ 23,948.00 |
| SUBTOTAL | | | | \$ 73,948.00 |
| TOTAL CONSTRUCTION ADMIN. CO | OST: | | | \$ 142,367.00 |

AIRFIELD DRAINAGE HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA AIP PROJECT NO: TBE PROJECT NO: 2119-2402

May 23, 2024

RESIDENT PROJECT REPRESENTATIVE (PHASE 51) CALENDAR DAYS $80\,$

| DESCRIPTION | RPR \$ 118 |
|-----------------------|---------------|
| Project review | 4 |
| Site mobilization | 4 |
| On site inspection | 800 |
| Final inspection | 8 |
| Punch list inspection | 50 |
| Site demobilization | 4 |
| MANHOUR TOTAL | 870 |

DIRECT LABOR EXPENSES:

| CLASSIFICATION | | BILL RATE | EST. MHRS | EST. COST |
|----------------|-----|--------------|--------------|---------------|
| RPR | RPR | \$ 118 | 870 | \$ 102,660 |
| | | Total | 870 | |

SUBTOTAL \$ 102,660.00

DIRECT EXPENSES:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | | EST. COST |
|---|------|--------------|---------------|----|--------------|
| Telephone | LS | \$ 100 | 1 | \$ | 100.00 |
| Postage | LS | \$ 100 | 1 | \$ | 100.00 |
| Miscellaneous expenses (prints, faxes, copies) | LS | \$ 500 | 1 | \$ | 500.00 |
| Travel | LS | \$ 300 | 1 | \$ | 300.00 |
| SUBTOTAL. | | | | 8 | 1 000 00 |

PER DIEM:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | | EST. COST |
|---------------------|------|--------------|---------------|----|--------------|
| DAILY PER DIEM | PD | \$ 287 | 85 | \$ | 24,374 |
| SUBTOTAL | | Total | 85 | s | 24,373.75 |

TOTAL INSPECTION COST: \$ 128,033.75

Estimate of Probable Construction Cost

Project: Hilton Head Airport - HDX Structural Retrofit of 5 Inlets

| Item | Unit | Unit cost | Quantity | | Cost | |
|---|-------------|--|--------------|------|-------------------------|--|
| Mobilization | ST | LS \$ 25,000.00 | 1.0 | \$ | 1.0 \$ 25,000.00 | |
| Implementation of Safety Plan at each inlet location | EA | EA \$ 25,000.00 | 5.0 | ❖ | 5.0 \$ 125,000.00 | |
| Implementation of Inlet Structural upgrade (including new steel grates, modifications to existing inlet concrete structure, restoration) | EA | EA \$ 75,000.00 | 5.0 | δ. | 5.0 \$ 375,000.00 | |
| | | | Sub-Total | \$ | Sub-Total \$ 525,000.00 | |
| | | Over head and Profit (15%) \$ 78,750.00 | Profit (15%) | \$ | 78,750.00 | |
| | | Project Contingency (20%) \$ 105,000.00 | gency (20%) | ↔ | 105,000.00 | |
| | Estimate of | Estimate of Probable Construction Cost \$ 708,750.00 | ruction Cost | ÷ | 708,750.00 | |
| Design and Bidding | | | | ς, | \$ 149,954.00 | |
| Construction Administration | | | | \$ | \$ 270,400.75 | |
| TOTAL | | | | \$1, | \$1,129,104.75 | |

Item 12.

AIRPORT IFE SERVICES, INC.

115 Blevins Road Roan Mountain, TN 37687 801-560-6877 AIRPORTIFE.COM

May 28, 2024 Jon Rembold C.M. - Airport Director Hilton Head Island Airport 120 Beach City Rd Hilton Head Island, SC 29926

RE: Hilton Head Island Airport
Drainage Structure Improvements Project
Design, Bidding and Construction Phase Services
Independent Fee Estimate (IFE) Proposal

Dear Mr. Rembold:

I have reviewed the project scope of work (SOW) for professional services for the above referenced project which I received today May 28, 2024.

Airport IFE Services, Inc. can complete the Hilton Head Island Airport's IFE consisting of Design, Bidding and Construction Phase Services as shown in the Scope of Work for a lump sum of \$2,500.00. Completion will be on or before six working days from when the notice to proceed is given.

In addition to the review, I include in my lump sum services to be available during or after the consultant negotiations, to review any items which might need additional attention. We do not invoice until our IFE information meets your needs and the funding agencies' approvals.

Airport IFE Services, Inc. thanks you for the opportunity to submit our IFE proposal to assist the Hilton Head Island Airport. I am available at 801-560-6877 or LewLott@AirportIFE.com if you have any questions.

I look forward to hearing from you.

Sincerely,

AIRPORT IFE SERVICES, INC.

Lewis J Lott, P.E.

Lewis J Lott

ITEM TITLE:

Recommendation to Award Consor Engineers, LLC the design contract for Paukie Island Causeway Culvert Replacement (\$187,002.48)

MEETING NAME AND DATE:

Public Facilities and Safety Committee - June 24, 2024

PRESENTER INFORMATION:

Bryan Bauer, PE – Interim Director of Engineering (5 mins)

ITEM BACKGROUND:

In 2022, the causeway leading to Paukie Island, Paukie Island Rd, began to show signs of distress due to crossline culverts. Repairs were made to the roadway in late 2022 and early 2023. The roadway began to show signs of distress again in 2024. As a preventative and temporary measure, a steel plate has been placed on the roadway to maintain vehicular access while a long-term solution is developed.

PROJECT / ITEM NARRATIVE:

Consor Engineers, LLC is one of the firms awarded the Beaufort County Transportation Engineering Consultants On-Call RFQ#051922E and were asked to provide a scope and fee for the design of the culvert replacement.

FISCAL IMPACT:

The contract fee is \$162,610.85. Staff recommends a 15% contingency of \$24,391.63, bringing the project budget to \$187,002.48. The funding for this project is Road Use Fee (TAG) Professional Services — account 2342-30-0000-51160 with a balance of \$1,357,820.73.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of award to Consor Engineers, LLC for the design contract for the Paukie Island Causeway Culvert Replacement.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of award to Consor Engineers, LLC for the design contract for the Paukie Island Causeway Culvert Replacement.

Next Step: Move forward with contracting with Consor Engineers, LLC as the award amount does not require County Council approval.



June 7, 2024

Bryan Bauer, PE
Transportation Construction Manager
Beaufort County

Re: Scope and Fee Proposal – Paukie Island Causeway Culvert Replacement

Dear Mr. Bauer:

Consor Engineers, LLC (Consor) is pleased to present this proposal for Design Services for the Paukie Island Causeway Culvert Replacement in Beaufort, SC. We are excited about this new opportunity and ready to deliver timely services for this project. Consor has reviewed the project, developed a scope of work, and have estimated the cost for the requested scope of services. The Scope of Work and Estimate of Cost are included herein for your review. We look forward to hearing from you.

Sincerely,

Joshua Gray, PE, CCM, PMP

Vice President

Consor Engineers, LLC



PROJECT SUMMARY

Paukie Island Road causeway has failing corrugated metal pipes (CMP) that have caused settlement of the road. The two 48" CMPs must be replaced to stabilize the roadway and maintain access to the island. Consor will perform the following tasks to develop design plans for the construction of the culvert replacement on the causeway.

SCOPE OF SERVICES

The scope of this project is to replace the dual culverts along the Paukie Island Causeway as listed above. The design will include all temporary traffic design needed for construction of the project. Construction of a single lane to bypass the work area on the existing causeway is anticipated to be implemented. Causeway lanes to be replaced in kind. The replacement culvert is proposed to be a box culvert with end walls. The current causeway is narrow, so the typical section may need to be revised to match field conditions. Plan development will follow SCDOT standards where applicable. Additional clarifications and assumptions are as follows:

- Short-term Operations Support: Consor will provide engineering and construction support services for a short-term fix of the roadway settlement, should the need arise and as requested by the County's staff. Hours for principal and project manager consultations are included in the cost of Preliminary Engineering.
- Survey: Consor will collect survey information, including wetlands delineation. Survey information for property plats is not required. Survey limits are proposed as 200 feet along the road either side of the culverts, and 30 to 50 feet out from centerline of road.
- Hydraulics:
 - Includes a hydraulic analysis of culvert discharges during tidal inflow and outflow with respect to headwater and tailwater differential, discharge velocity and scour with the goal of providing acceptable rates of discharge and protection against scour at the culvert ends.
 - A search of the FEMA Map Service Center (MSC) website and the Flood Insurance Study (FIS) report did not indicate a hydraulic model was prepared for the area between Paukie Island and Beaufort. Unless specifically requested we do not propose a hydraulic model (HEC-RAS) that would normally be used on roadways crossing waterways.
 - Research of tidal data to determine rates of rise and fall for a tidal hydrograph
 - Estimate the tidal prism
 - Calculate the theoretical culvert capacity advantageous to the rates of tidal rise and fall with respect to head differential and discharge velocity
 - Evaluate up to three size alternatives beginning with a box culvert that most closely matches the flow area of the existing culverts
 - Calculate theoretical scour and design countermeasures
 - Prepare draft and final reports and documentation per the SCDOT Requirements for Hydraulic Design Studies
 - Provide hydraulic support during preparation of construction documents
- Geotechnical: Assessment of current conditions under culverts and recommendations for longterm stability. Two borings, one near each end of the existing culverts. Geotechnical Report



with engineering recommendations for structural bearing and slope stability. Traffic control will be provided during drilling operations.

- Structural: Design of deep foundation to support the new culvert, if determined necessary by the geotechnical engineer. Design of headers, wingwalls and cut-off walls for the precast concrete culvert.
- Submissions: 30% and 100% submissions will include a .pdf. Final submission will include a .pdf and CAD file of the design plans.
- *Maintenance of Traffic*: Use of a single lane detour/bypass to be implemented during construction.
- *Utility Coordination:* Will be provided to ensure any impacts are identified and addressed prior to construction. Relocation and temporary support design to be provided by utilities.
- SUE Services: None anticipated.
- Engineer's Estimate: An engineer's estimate will be provided at each stage of design submission. Pay items will follow SCDOT format except when a special provision or City specific item is used.
- Environmental Studies and Permitting: See attached scope from Three Oaks Engineering.
- Right of Way Services: None needed as Causeway is within County R/W.



PROJECT SCHEDULE

Based on a June 24th Notice to Proceed (NTP). Assumes fourteen (14) day City review turnaround times and up to two (2) plans submissions required.

- » June 24, 2024: NTP/Kick-Off Meeting
- » October 9, 2024: Submission 1 30% Preliminary Design
- » October 23, 2024: Review Comments from County
- » February 5, 2025: Submission 2 100% Final Design
- » February 19, 2025: Review Comments from County
- » March 5, 2025: Final Submittal

FEE ESTIMATE

The fee for Consor's performance of the tasks listed in the Scope of Services is \$162,610.85.

A detailed manhour estimate is attached to this proposal, along with a breakdown of the environmental documentation and permitting costs. Direct cost expenses such as copies, prints, postage, vehicle mileage, next-day mail, and hand-delivery of materials are shown in the estimated fee for professional services.

ASSUMPTIONS

- 1. Surrounding causeway backfill is in good condition, functional, and does not require replacement.
- 2. Temporary bypass road to be designed for a 15 MPH Design Speed.
- 3. Right-of-Way acquisition is not anticipated.
- 4. County will complete submittal reviews within 2 weeks.
- 5. 70% submittal is not required, as R/W acquisition is not anticipated.
- 6. SUE, if determined to be needed, may be provided at additional cost.
- 7. Striping is not currently present and will not be required for the design.



Three Oaks Engineering, Inc. 1022 State Street, Building 2 Cayce, SC 29033

Scope of Work Paukie Island Causeway Culvert Replacement May 22, 2024

Beaufort County (County) is proposing to replace the existing culvert on Paukie Island Road. The project study area (PSA) includes an area approximately 400 feet along Paukie Island Road and 200 feet wide centered on the existing culvert. Consor Engineers (Consor) has requested that Three Oaks Engineering, Inc. (Three Oaks) provide environmental review and permitting in support of the project. The project is locally funded; therefore, US Army Corps of Engineers (USACE) will be the lead federal agency.

Three Oaks work on the project will generally include the following tasks:

1.0 ENVIRONMENTAL REVIEW & DOCUMENTATION

1.1 Environmental Project Management

- Three Oaks staff (2 staff) will participate in up to four (4) project coordination meetings with Consor and the County and will coordinate with Consor design staff as needed to understand the proposed project design, construction, and impacts.
- Three Oaks will provide monthly progress reports and invoicing for the duration of the project.

1.2 Field Surveys & Documentation

Prior to commencing design and/or environmental activities, Three Oaks will:

- Establish Study Area: Three Oaks will define the proposed study area to be utilized during the
 environmental analysis and review, in coordination with the County and Consor to ensure that the
 study area encompasses proposed design alternatives and potential construction limits.
- Jurisdictional Wetlands and Waters of the U.S. (WOUS): As required by the presence of WOUS, the Three Oaks will delineate WOUS utilizing the three-parameter approach (hydric soils, hydrophytic vegetation and wetland hydrology) set forth in the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual. Three Oaks will identify and mark wetland boundaries with sequentially numbered flags in the field. Sub-meter GPS coordinates will be collected for all wetland boundaries and stream locations. Data required to complete the USACE Atlantic and Gulf Coastal Plain Data Forms will be collected for wetlands within the PSA. Three Oaks will also flag the limits of state-designated critical area in the PSA. Three Oaks will provide a list and mapping of flags and GPS data to Consor for use by the surveyors.
- **Preliminary Jurisdictional Determination Package:** Three Oaks will prepare a Request for Corps Jurisdictional Determination (JD) package including the required site information, maps, and data forms. The PJD package will be submitted with the permit application.

- **Protected Species:** There are several federal and state protected species listed for the PSA. Concurrent with field delineations, Three Oaks will review the PSA for the presence of suitable habitat for listed species and determine the potential effects of the project on each species. Three Oaks will prepare the following documentation for inclusion with permit applications:
 - o Biological Assessment (BA) for US Fish and Wildlife Service (USFWS): Three Oaks will prepare a BA federally listed threatened or endangered species/habitat in compliance with Section 7 of the Endangered Species Act. The report will include a description of the proposed action, description of species and habitat that may occur in the project area, field survey methods and observations, effects analysis, and determination of effect on federally listed species. Any concessions in either the scope of work or construction activities or mitigation measures included in the BA will require prior County approval.
 - O Biological Assessment for National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS): Three Oaks will prepare a separate biological assessment for species under the jurisdiction of NMFS using their Expedited Informal Consultation report format. This document will be submitted with the Section 404 permit application.
 - State-listed Species Memo: Three Oaks will prepare a memo summarizing potential project effects on state recognized rare, threatened, or endangered species and habitat in the PSA for inclusion with permit submittals to SCDHEC.
 - o Essential Fish Habitat (EFH) Assessment: Concurrent with other field work, Three Oaks will complete a field evaluation for EFH, as defined by the Magnuson-Stevens Fisheries Conservation and Management Act, a full EFH assessment will be prepared. The EFH assessment will include the following: anticipated construction methods and access, existing impacts to be removed, detailed description and mapping of habitat present and the quality and functions of habitat, analysis of potential adverse effects of the project on EFH and managed species, including quantification of impacts, and avoidance, minimization, and mitigation measures.
 - Cultural Resources: Three Oaks will prepare a memo documenting known resources in the vicinity of the PSA for compliance with Section 106 of the National Historic Preservation Act of 1966. It is assumed that since the area surrounding the project has been previously disturbed for construction of the existing causeway that there are no intact resources present and no archaeological surveys will be required.

Assumptions:

- Field surveys for the project will be completed in one (1) 10-hour day (3 staff); two (2) additional site visits (2 staff) are included for supplemental data collection and/or potential on-site meeting(s) with agency representatives.
- Consor will be responsible for coordinating a licensed surveyor to develop and submit a Critical Area Plat, in accordance with SCDHEC OCRM requirements. Three Oaks will review the draft plat and provide input as needed.
- Formal consultation with USFWS and/or NMFS will not be required. If formal consultation is required, USACE will initiate and handle.
- Archaeological surveys will not be required.

2.0 ENVIRONMENTAL PERMITTING

Three Oaks will be responsible for securing permits/certifications involved with acquiring an approved USACE permit to include but not limited to SCDHEC-OCRM Coastal Zone Consistency (CZC), Critical Area Permit, and Section 401 Water Quality Certification. In the completed application, Three Oaks will document all proposed impacts to WOUS. At its discretion, the County will execute the Joint State and Federal Application form as the applicant and will designate Three Oaks as the County's agent in the processing of the permit application for the subject project and in furnishing supplemental information in support of the application. The USACE Section 404(b)(1) Guidelines will be utilized to prepare the Section 404 permit application and will include a review of the Public Interest Review Factors.

A Clean Water Act Section 404/401 Nationwide Permit (NWP) and an SCDHEC-OCRM critical area permit are anticipated.

- **Permit Application:** Three Oaks shall prepare the 404/401 permit application in the format specified by the Charleston District Corps of Engineer and include attachments as appropriate to facilitate USACE review of the application.
- Preparation of Drawings and Maps As part of the Clean Water Act Section 404/401 permit application package, Three Oaks will prepare and submit drawings depicting the proposed jurisdictional impacts to waters of the U.S. including the surveyed or measured boundaries of jurisdictional waters to establish the proposed jurisdictional impacts.
- USACE Pre-Application Meeting: If deemed necessary by the County, Three Oaks and the County will meet with USACE prior to submittal of a permit application. The meeting will be scheduled by Three Oaks and will be used to ensure the permit application is complete. Three Oaks will address all deficiencies in the application prior to permit submittal to USACE.
- **Negotiations and Permit Acquisition**: If deemed necessary by the County, Three Oaks will work with federal, state, and local representatives throughout the course of the permit application process and coordinate the submission of any additional information as requested by the respective agencies in order to facilitate permit acquisition.
- **Environmental Compliance:** Three Oaks will develop a commitment tracking system to ensure that all environmental commitments, permit stipulations, and other constraints are incorporated into the design, plans, and specifications. The commitment tracking system shall be delivered with Final Construction Plans.
- Compensatory Mitigation: In accordance with regulatory requirements, Three Oaks will develop a conceptual mitigation plan and submit it as part of the application package. It is assumed that the County will provide mitigation by purchasing credits from an approved mitigation bank.

Assumptions:

The County will be responsible for any and all permit fees, mitigation fees, etc.

3.0 Public Involvement

Three Oaks will be responsible for coordinating public involvement activities associated with the project with the County.

- **Public Involvement Plan:** Three Oaks will develop a public involvement plan (PIP) to outline project stakeholders, proposed public involvement activities, and the schedule for public involvement

- associated with the project. Three Oaks will develop a project mailing list to include stakeholders, residents, and property owners. The PIP will be submitted to the County for review and approval.
- Public Information Meeting Coordination: It is assumed that there will be one (1) in-person public information meeting for the project. Three Oaks will coordinate the date and location of the meeting with County personnel and will prepare and publish a newspaper ad for the Public Notice. Two (2) staff from Three Oaks will attend and facilitate the public meeting.
- Public Meeting Materials: Three Oaks will prepare all related public meeting materials, including postcard mailers (up to 250), displays (up to 5), handouts, comment forms, and sign-in sheets (100 copies of each). Three Oaks will provide draft copies of all materials to be used in public meetings to the County for review a minimum of 10 business days prior to printing. Postcard mailers (up to 250)
- **Public Information Meeting Responses:** Three Oaks will transcribe comments received and prepare responses to each comment for the County to review and distribute. Up to 50 responses are assumed.

Assumptions:

- The County will pay any fees associated with venue rental for the public meeting.
- The County will arrange for meeting security, if deemed necessary.

Estimate of Cost Paukie Island Causeway Culvert Replacement

| Task # | Description | Unit/Hours | U | nit Cost | | Fee |
|--------|---|------------|----------|------------------|----------|----------------------|
| | | | | | | |
| 1 | Paukie Island - Preliminary Design | 0 | ۲ | 250.00 | ۲. | 2,000,00 |
| | Principal | 8 | \$ | 250.00 | \$ ¢ | 2,000.00 8,600.00 |
| | Project Manager | 40 52 | \$ \$ | 215.00 155.00 | \$ \$ | 8,060.00 |
| | Roadway Engineer Roadway Design Technician | 36 | ۶ \$ | 112.00 | ۶ \$ | 4,032.00 |
| | · - | 10 | ۶ \$ | 120.00 | ۶ \$ | |
| | Utility Coordinator (Design Technician) | | | | ۶ \$ | 1,200.00 |
| | Structural Engineer | 26 40 | \$ \$ | 180.00 | | 4,680.00 |
| | Senior Hydraulics Engineer Consor Labor Subtotal | 40 | Ş | 190.00 | \$ | 7,600.00 |
| | Consor Labor Subtotal | | | | \$ | 36,172.00 |
| | Nonlabor | | | | | |
| | Mileage | 380 | \$ | 0.67 | \$ | 254.60 |
| | Subconsultants | | | | | |
| | Survey | 1 | \$ 1 | .0,000.00 | \$ | 10,000.00 |
| | SUE | 1 | \$ | - | \$ | - |
| | Geotech | 1 | \$ 1 | 7,600.00 | \$ | 17,600.00 |
| | Environmental & Permitting | 1 | \$ 5 | 4,124.05 | \$ | 54,124.05 |
| | Task 1 Total | | | | \$ | 118,150.65 |
| 2 | Paukie Island - Final Design | | | | | |
| | Principal | 2 | \$ | 250.00 | \$ | 500.00 |
| | Project Manager | 42 | \$ | 215.00 | \$ | 9,030.00 |
| | Roadway Engineer | 68 | \$ | 155.00 | \$ | 10,540.00 |
| | Roadway Design Technician | 36 | \$ | 112.00 | \$ | 4,032.00 |
| | Utility Coordinator (Design Technician) | 8 | \$ | 120.00 | \$ | 960.00 |
| | Structural Engineer | 26 | \$ | 180.00 | \$ | 4,680.00 |
| | Senior Hydraulics Engineer | 24 | \$ | 190.00 | \$ | 4,560.00 |
| | Consor Labor Subtotal | | | | \$ | 34,302.00 |
| | Nonlabor | | | | | |
| | Mileage | 260 | \$ | 0.67 | \$ | 174.20 |
| | Task 2 Total | | | | \$ | 34,476.20 |
| 3 | Construction Phase Services | | | | | |
| | Principal | 12 | \$ | 250.00 | \$ | 3,000.00 |
| | Project Manager | 30 | \$ | 215.00 | \$ | 6,450.00 |
| | Roadway Engineer | 2 | \$ | 155.00 | \$ | 310.00 |
| | Roadway Design Technician | 2 | \$ | 112.00 | \$ | 224.00 |
| | Structural Engineer | 4 | \$ | 180.00 | \$ | 720.00 |
| | Consor Subtotal | | | | \$ | 9,984.00 |
| | Task 3 Total | | | | \$ | 9,984.00 |
| | TOTAL COST | | | | \$ | 162,610.85 |

Assumptions

- 1. Creek is within County R/W. No R/W to be acquired or R/W plans needed.
- 2. County will complete submittal reviews within 2 weeks.
- 3. SUE services not to be performed due to utilities known to be present.
- 4. Two (2) Plan Submittals total: Preliminary and RFC.

Project Description/Location: Client:

Paukie Island Causeway Culvert Replacement
Beaufort County (Consor)
Three Oaks 06/05/24

Prepared By/Date:

| | Hours by Classification | | | | | | | |
|---|-------------------------|---------------------|---------------|---------------------|--------------------------|----------|-------------------|-------|
| Direct Labor Estimate: | Principal/Sr PM | Sr Env Scientist | Env Scientist | Jr Env Scientist | Permitting Specialist | Planner | GIS Technician | Total |
| 1.0 Environmental Review & Documentation | 9 | 26 | 52 | 46 | 45 | 6 | 24 | 208 |
| 1.1 Environmental Project Management | | | | | | | | - |
| Meetings & Coordination | 4 | 6 | 4 | | 12 | | | 26 |
| Monthy progress reporting | 4 | | | | 4 | | | 8 |
| 1.2 Field Surveys & Documentation | | | | | | | | - |
| Establish Study Area | | 1 | | | 1 | | 2 | 4 |
| Jurisdictional Wetlands and WOUS Delineation (inc critical area) [3 staff @ 10 hrs plus prep) | | | 12 | 10 | 14 | | | 36 |
| Preliminary Jurisdictional Determination Package | | 2 | | 4 | 4 | | 4 | 14 |
| Biological Assessment for USFWS | | 2 | 8 | 12 | | | 4 | 26 |
| Biological Assessment for NMFS | | 6 | 16 | 8 | | | 8 | 38 |
| State-listed Species Memo | | 1 | | 4 | | | 2 | 7 |
| Cultural Resources | 1 | | | | 2 | 6 | | 9 |
| Additional site visits (2 x 2 staff) | | 8 | 8 | 8 | 8 | | | 32 |
| Critical Area Plat (needs to be surveyed and signed by a PLS) | | | 4 | | | | 4 | 8 |
| 2.0 Environmental Permitting | 3 | 24 | 0 | 10 | 68 | 0 | 10 | 115 |
| Permit Applications (NWP inc 404(b)(1) and public interest factors; critical area permit) | 2 | 8 | | 6 | 40 | | 4 | 60 |
| Drawings and Maps | | 2 | | | 4 | | 6 | 12 |
| Pre-Application Meeting | | 8 | | | 8 | | | 16 |
| Negotiations & Permit Acquisition | 1 | 4 | | | 6 | | | 11 |
| Environmental Compliance commitment tracking | | | | 2 | 4 | | | 6 |
| Compensatory Mitigation | | 2 | | 2 | 6 | | | 10 |
| 3.0 Public Involvement | 12 | 0 | 0 | 0 | 8 | 30 | 0 | 50 |
| Public Involvement Plan | 2 | | | • | | 8 | | 10 |
| Public Information Meeting Coordination (inc meeting attendance) | 8 | | | | 8 | 4 | | 20 |
| Public Meeting Materials | 2 | | | | | 18 | | 20 |
| Public Meeting Responses | | | | | 2 | 4 | | 6 |
| Hour Totals: | 24 | 50 | 52 | 56 | 121 | 36 | 34 | 373 |
| Hourly Rate: | \$200.00 | \$175.00 | \$125.00 | \$105.00 | \$145.00 | \$125.00 | \$105.00 | |
| Direct Labor: | \$4,800 | \$8,750 | \$6,500 | \$5,880 | \$17,545 | \$4,500 | \$3,570 | |

Direct Expenses Estimate:

| | UNITS | UNIT COST | ITEM COST | FEE SUMMARY |
|---|-------|-----------|-------------|-------------------------|
| Travel (mileage), per vehicle-mile | 1,940 | \$ 0.670 | \$ 1,299.80 | |
| Per Diem without Overnight Stay | 11 | 51.75 | 569.25 | |
| | | | - | |
| | | | - | |
| Postcards | 250 | 1.00 | 250.00 | |
| Public Meeting materials | | | | |
| Handouts, comment forms, sign-in sheets | 400 | 0.40 | 160.00 | Labor Total \$51,545.00 |
| Display boards | 5 | 60.00 | 300.00 | |
| | | | | Expenses \$ 2,579.05 |
| | | | | |
| | | - | - | TOTAL: \$ 54,124.05 |

ITEM TITLE:

Recommendation to approve Signal Maintenance Agreement between Beaufort County and SCDOT.

MEETING NAME AND DATE:

Public Facilities and Safety Committee – June 24, 2024

PRESENTER INFORMATION:

Bryan Bauer, PE – Interim Director of Engineering (5 mins)

ITEM BACKGROUND:

Beaufort County has historically maintained SCDOT-owned traffic signals and school zone flashers under an existing Signal Maintenance Agreement (SMA). The terms of the SMA are executed in three-year terms with financial terms updated annually. The financial reimbursement included in the agreement is for costs associated with maintaining the operations of the signals.

PROJECT / ITEM NARRATIVE:

Beaufort County maintains forty-three (43) traffic signals and seven (7) school zone flashers for SCDOT. The current SMA expired in March of 2024. The new SMA will be from April 1, 2024, to March 31, 2027.

FISCAL IMPACT:

The SMA allows for reimbursement from SCDOT to Beaufort County, not exceeding \$197,700 annually.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the Signal Maintenance Agreement between Beaufort County and SCDOT.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of approval of the Signal Maintenance Agreement between Beaufort County and SCDOT.

Next Step: Move forward with executing the Signal Maintenance Agreement between Beaufort County and SCDOT.

SIGNAL MAINTENANCE AGREEMENT April 1, 2024 to March 31, 2027 Agreement # TRA-4-24

AGREEMENT BETWEEN SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND BEAUFORT COUNTY

This AGREEMENT is made and entered into this _____ day of _____, ___, by and between the Beaufort County (hereinafter referred to as the "LOCAL AGENCY") and the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") (collectively "the Parties").

WITNESSETH THAT:

WHEREAS, SCDOT has responsibilities on roadways within urban areas for the maintenance, construction, and construction inspection of stop-and-go traffic signals, flashing beacons, and signal communications network; and

WHEREAS, SCDOT allows qualified local governments to maintain SCDOT-owned signals on these roadways within and adjacent to the local government's limits; and

WHEREAS, the LOCAL AGENCY desires assistance from SCDOT with the maintenance costs for signals on SCDOT roadways, hereinafter more specifically identified in the LOCAL AGENCY located in Beaufort County; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the LOCAL AGENCY is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out its functions of providing a safe highway system; and

WHEREAS, the LOCAL AGENCY and SCDOT have agreed to work together with the hereinafter described PROJECT;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, SCDOT and the LOCAL AGENCY do hereby agree as follows:

I. DESCRIPTION:

The activities which are the subject of this AGREEMENT consist of the maintenance, construction, construction inspection, operations, and engineering of stop-and-go traffic signals, flashing beacons, and the signal communications network associated with these devices at specified locations in the Beaufort County in Beaufort County. Exhibit A, attached hereto and incorporated herein further defines these activities and devices. Exhibit E, attached hereto and incorporated herein identifies the locations covered by this

AGREEMENT. The activities as described above shall be referred to hereinafter as "the PROJECT."

II. PERIOD OF AGREEMENT:

The effective date of this AGREEMENT is the date of its execution, and the initial term covered by this AGREEMENT is 4/1/2024 through 3/31/2025. At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, for two additional terms, 4/1/2025 through 3/31/2026, and 4/1/2026 through 3/31/2027, unless the LOCAL AGENCY receives notice that SCDOT elects to not renew the contract at least 120 days prior to the date of renewal. Should the LOCAL AGENCY choose not to extend this AGREEMENT, the LOCAL AGENCY shall notify SCDOT in writing not less than 120 days prior to the expiration of the current term.

III. LIST OF EXHIBITS

The following Exhibits are attached to this AGREEMENT and incorporated herein. Current copies of documents referenced in this AGREEMENT can be found on SCDOT's website.

EXHIBIT A - Traffic Signal Allocations and Detail

EXHIBIT B - Referenced Documents and Guidance

EXHIBIT C - Local Agency Signal Personnel, Local Agency Invoice Cover Sheet, SCDOT Mast Arm Inspection Form

EXHIBIT D - Funding Schedule and Engineering Reimbursement Schedule

EXHIBIT E - Locations Included in this AGREEMENT (updated annually)

IV. SCDOT WILL:

- a) Provide the funding for the PROJECT as more specifically set out below under Section VII. FUNDING of this AGREEMENT.
- b) Provide access to the current SCDOT signal inventory program for tracking inventory, maintenance, and preventative maintenance at signals owned by SCDOT. This is further defined in Section I. SCDOT SIGNAL INVENTORY PROGRAM of Exhibit A.
- c) To the extent permitted by existing South Carolina law, hereby assume complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the part of SCDOT, or the part of any employee of SCDOT in performance of the work undertaken under this AGREEMENT.

V. LOCAL AGENCY WILL:

- a) Be compensated pursuant to Section VII. FUNDING of this AGREEMENT for performing maintenance, construction, construction inspection, operations, and engineering (depending on capabilities) of the traffic signals, flashing beacons, and the signal communications network associated with these devices at the locations listed in Exhibit E to this AGREEMENT.
- b) Maintain a signal office consisting of personnel, facilities, and vehicles appropriate to maintain all of the traffic signals, flashing beacons, and the signal communications network associated with these devices at the locations listed in Exhibit E to this AGREEMENT, in addition to any duties required by the LOCAL AGENCY.
 - The signal office shall have personnel with expertise in the following signal areas: construction, construction inspection, software programming, operations, troubleshooting and maintenance, communications installation and maintenance, basic signal timing and design, and the most current work zone traffic control procedures. All personnel responsible for signal repair shall be a minimum of International Municipal Signal Association (IMSA), Level 2 Traffic Signal certified.
 - 2. Signal facilities shall ensure enough space and equipment is available to adequately configure and maintain signal cabinets, controllers, and other equipment as well as securely store all equipment procured or reimbursed with SCDOT funds. This is further defined in Section II. INVENTORY CONTROL of Exhibit A.
 - 3. The signal office shall maintain, or have regular access to, vehicles appropriate for signal maintenance, to include work in traffic lanes and providing access to overhead span wires and signal heads.
- c) To the extent permitted by existing South Carolina law, hereby assume complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the LOCAL AGENCY's part, or the part of any employee or agent of the LOCAL AGENCY in performance of the work undertaken under this AGREEMENT.

VI. LOCAL AGENCY MAINTENANCE DETAIL

- a) Provide the LOCAL AGENCY's share of the costs for the PROJECT as more specifically set out under Section VII. FUNDING of this AGREEMENT.
- b) This AGREEMENT specifies that the LOCAL AGENCY is SCDOT's authorized agent, responsible for performing maintenance (including emergency repairs) for the traffic signals, flashing beacons, and the signal communications network associated with these devices at locations covered by this AGREEMENT in such a manner as to provide a continuous safe, orderly, and efficient flow of traffic.

- c) The LOCAL AGENCY shall comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), SCDOT Traffic Signal Design Guidelines, and SCDOT Engineering Directive Memorandum No. 2, concerning the design, maintenance, operations and installation of traffic signals, flashing beacons, and the signal communications network associated with these devices. These references are available on the SCDOT website and/or electronically as indicated in Exhibit B.
- d) Maintain the SCDOT signal inventory program to ensure a current, accurate inventory of all equipment installed at the locations covered by this AGREEMENT, as well as equipment procured or reimbursed with SCDOT funds and stored in the LOCAL AGENCY's warehouse/shop. Documentation in the program will also include maintenance activities and preventative maintenance inspections. The latest available signal plan will be stored in the signal inventory program and in the signal cabinet. For locations without available plans, a diagram that includes the equipment, street names, signal orientation, phases, timing and other pertinent details will be created and stored until signal plans can be acquired. Any LOCAL AGENCY receiving payment for engineering will also upload any related traffic studies, counts, etc. to the SCDOT signal inventory program. Inventory control is further defined in Section II. INVENTORY CONTROL of Exhibit A.
- e) Respond to all calls for service as if they are emergency maintenance calls by arriving at the location as soon as possible.
- f) Maintain vehicle detection at signals by repairing detection as soon as possible after failure notification. Nonfunctioning detection should be identified at least annually as part of the preventive maintenance reviews and repaired as soon as possible.
- g) Perform a detailed preventative maintenance inspection at least once annually for all locations and document issues in the SCDOT signal inventory program. Locations with mast arms must include the MAST ARM INSPECTION FORM, in Exhibit C, with the annual inspection and comply with SCDOT ED-33, Mast Arm Standards. This is further defined in Section III. MAINTENANCE of Exhibit A.
- h) Replace damaged/malfunctioning LED signal modules in accordance with the SCDOT Maintenance Manual Chapter 38.2.2.6. Replace all other damaged equipment and components as soon as practical while ensuring the safety of motorists.
- i) Notify SCDOT when a signal rebuild may be required due to condition of equipment or changes in traffic control needs. Coordinate with SCDOT on signal rebuild priority and timing in order to determine if the signal will be rebuilt in the near future or if components should be upgraded in lieu of a complete rebuild or until one can be scheduled.
- Be responsible for traffic control, as necessary, in accordance with the current edition of the MUTCD and SCDOT standards.

- k) Maintain cost records for itself, its authorized agents, consultants, and contractors in such a manner as to comply with the policies set forth in the Federal Aid Policy Guide (Title 49 of the Code of Federal Regulations), 48 CFR 31 of the Federal Acquisition Regulations, 2 CFR 200, 23 CFR 172, and other directives as appropriate.
- 1) Procure all goods and services in accordance with the following requirements:
 - 1. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:
 - a. the South Carolina Consolidated Procurement Code (S.C. Code Sections 11-35-10, et seq.) and the regulations promulgated pursuant thereto; or
 - b. LOCAL AGENCY'S own procurement procedures, provided they have been properly adopted and are subsequently in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50.
 - 2. All procurements that require advertising shall be advertised in South Carolina Business Opportunities (SCBO) published by the Materials Management Office of the State Fiscal Accountability Authority in addition to any other publication in which the LOCAL AGENCY deems it appropriate to advertise.
- m) Grant to SCDOT the right to inspect all work and materials during regular business hours of the LOCAL AGENCY. The LOCAL AGENCY shall keep and preserve all books, documents, papers, accounting records, and other related information for a period of three years beyond the PERIOD OF AGREEMENT.
- n) For traffic signals that are interconnected with active railroad warnings, maintain in accordance with the requirements outlined in Section XII. RAILROAD DETAIL of Exhibit A.
- o) The LOCAL AGENCY must certify in writing that they complied with the items in this AGREEMENT by the end of the agreement term.

VII. FUNDING:

- a) SCDOT's maximum annual funding for this PROJECT is \$197,700.00 (base funding + engineering allowance + equipment upgrade allowance + equitable expense allowance). This funding is derived from the inventory of signal locations listed in Exhibit E and the funding schedule in Exhibit D.
- b) Except for the payments by SCDOT provided herein, the LOCAL AGENCY shall be responsible for all PROJECT costs.

- c) The LOCAL AGENCY costs may be evaluated by SCDOT staff, including SCDOT auditors, to determine the reasonable costs. SCDOT will not pay more for services and equipment than what SCDOT or the State has on contract for the same type of services and equipment.
- d) SCDOT's base funding for the PROJECT is \$167,700.00 for maintenance, operations, and construction inspection. The base funding is derived from the inventory of signal locations listed in Exhibit E and using the funding schedule in Exhibit D.
 - 1. One half of the base funding (\$83,850.00) is to be paid in a lump sum payment to compensate for general costs associated with maintaining the signal locations covered by this AGREEMENT.
 - a. Payment by SCDOT to the LOCAL AGENCY will either be via four equal quarterly payments or a single annual payment at the end of the period stated in Section II. PERIOD OF AGREEMENT and contingent upon receipt of a valid invoice submitted by the LOCAL AGENCY to SCDOT.
 - b. A valid invoice is considered an invoice from the LOCAL AGENCY, which identifies the locations and the agreed upon amount of funding for each location. The invoice must include verification that all annual preventative maintenance inspections have been completed and documented in the SCDOT signal inventory program as well as all equipment installed at the locations covered by this AGREEMENT or procured by SCDOT funds (this AGREEMENT) and stored at the LOCAL AGENCY signal shop/warehouse is accurately entered in the program. If quarterly payments are effected, annual preventative maintenance inspections must be current per the LOCAL AGENCY's schedule (attach to invoice) that will accomplish all locations by the end of the agreement term.
 - c. 25% of the lump sum amount, or the final quarterly payment, can be withheld if all annual preventative maintenance inspections have not been accomplished or equipment inventory in the SCDOT signal inventory program is not current and accurate at the end of the agreement term.
 - 2. The remaining half of the base funding (\$83,850.00) is available as a maintenance allowance for repair services, signal equipment, or training required to maintain the signal locations covered by this AGREEMENT. At least 25% of the maintenance allowance must be reserved for vehicle detection. The percentage can be reduced provided all locations have been inspected and all needed repairs have been completed. The LOCAL AGENCY may request SCDOT's approval of a reduction in the percentage of the reimbursement funding set aside for vehicle detection only during the final quarter of the agreement term. This is further defined in Section VII. MAINTENANCE ALLOWANCE of Exhibit A.
- e) SCDOT will compensate the LOCAL AGENCY for Traffic Engineering activities, in accordance to the Funding Schedule in Exhibit D, for signal locations covered by this

AGREEMENT. These activities include signal plan preparation, timing studies, Synchro analyses, signal needs studies, safety reviews, traffic impact analyses, and project management. Payment will be computed per the Engineering Reimbursement schedule contained in Exhibit D. This is further defined in Section IX. ENGINEERING ALLOWANCE of Exhibit A.

f) SCDOT will reimburse the LOCAL AGENCY for equipment upgrades in accordance to the Funding Schedule in Exhibit D, for signal locations covered by this AGREEMENT. This funding shall be used to upgrade aging equipment, prior to failure, with the intent of improving functionality and/or increasing the operable time until a full signal rebuild is required or can be scheduled. Equipment upgrades should be planned/scheduled in consideration of signal rebuilds scheduled by the District in order to maximize equipment operability at all locations covered by this AGREEMENT. This is further defined in Section X. EQUIPMENT UPGRADE ALLOWANCE of Exhibit A.

VIII. GENERAL:

- a) <u>Disputes</u>: In any dispute concerning a question or fact in connection with the work of this AGREEMENT or compensation thereof, the decision of SCDOT's Deputy Secretary for Engineering in the matter shall be final and conclusive for both Parties.
- b) <u>Comply with Laws</u>: The Parties hereto agree to conform to all State and Federal laws, rules, and regulations governing agreements or contracts relative to the conduct of the work covered by this AGREEMENT.
- c) Modifications: The LOCAL AGENCY and SCDOT, or their authorized agents, shall agree to hold consultations as may be necessary with regard to the execution of supplements, modifications, or amendments to this AGREEMENT during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this AGREEMENT or that may arise from unforeseen events or conditions. Such supplements, modifications, or amendments shall be subject to the approval and proper execution of the Parties hereto. No modifications or amendments to this AGREEMENT shall be effective or binding upon either Party unless both Parties agree in writing to any such changes.
- d) Reviews and Approvals: Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- e) Site Inspections: SCDOT shall have the right to make onsite inspections during the term of the PROJECT.
- f) Terminations: This AGREEMENT may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform, through no fault of the terminating Party in accordance with the terms herein. In the event of termination for any reason each Party to this AGREEMENT is obligated on a quantum meruit basis.

- g) <u>Drug-Free Workplace Certification</u>: By execution of this AGREEMENT, the LOCAL AGENCY certifies that it will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- h) Illegal Immigration: By signing this AGREEMENT, the LOCAL AGENCY certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to SCDOT, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the LOCAL AGENCY and its subcontractors or sub-subcontractors; or (b) that the LOCAL AGENCY or its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." The LOCAL AGENCY agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
- i) This Agreement is made and entered into for the sole protection and benefit of SCDOT and the LOCAL AGENCY, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this AGREEMENT in any manner.
- j) SCDOT and the LOCAL AGENCY each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer its interest in this AGREEMENT without the written consent of the other.
- k) This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

SIGNAL MAINTENANCE AGREEMENT April 1, 2024 to March 31, 2027 Agreement # TRA-4-24

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on their behalf.

| SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF | BEAUFORT COUNTY |
|--|---|
| Witness | By:(Signature) Title: |
| Witness | SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION By: Deputy Secretary for Finance & Administration or |
| W IUIC22 | Designee RECOMMENDED BY: |
| | Deputy Secretary Engineering or Designee |
| | REVIEWED BY: RAN DIA |
| | Director of Traffic Engineering |

SIGNAL MAINTENANCE AGREEMENT April 1, 2024 to March 31, 2027 Agreement # TRA-4-24

CERTIFICATION OF BEAUFORT COUNTY FOR TRAFFIC SIGNALS WORK

MAINTENANCE CAPABILITY

| I hereby certify that the Beaufort County has the capability to maintain traffic signals a detailed in Exhibit A of this AGREEMENT. All personnel eligible to satisfy this requirement meet the training requirements and shall be listed in LOCAL AGENCY SIGNAL PERSONNEL of Exhibit C. If at any time after the execution of this AGREEMENT the Beaufort County doe not have the capability to maintain traffic signals as required by this AGREEMENT, the Beaufort County will immediately notify SCDOT in writing. | | |
|--|---|--|
| Date | Beaufort County | |
| CONSTRUCTION INSPECTION CAP | ABILITY | |
| construction as detailed in Exhibit A of this requirement meet the training requirement PERSONNEL of Exhibit C. If at any time County does not have the capability to insp | County has the capability to inspect traffic signal is AGREEMENT. All personnel eligible to satisfy this its and shall be listed in LOCAL AGENCY SIGNAL after the execution of this AGREEMENT the Beauford pect traffic signal construction inspection as required by will immediately notify SCDOT in writing. | |
| Date | Beaufort County | |

OPERATIONS AND COMMUNICATIONS CAPABILITY

| I hereby certify that the Beaufort County has the capability to operate signal systems as detailed in Exhibit A of this AGREEMENT. All personnel eligible to satisfy this requirement meet the training requirements and shall be listed in LOCAL AGENCY SIGNAL PERSONNEL of Exhibit C. If at any time after the execution of this AGREEMENT the Beaufort County does not have the capability to operate signal systems as required by this AGREEMENT, the Beaufort County will immediately notify SCDOT in writing. | |
|--|--|
| Date | Beaufort County |
| ENGINEERING CAPABILITY | |
| detailed in Exhibit A of this AGREEMENT, meet the training requirements and shall be li of Exhibit C. If at any time after the execution | unty has the capability to design traffic signals as. All personnel eligible to satisfy this requirement sted in LOCAL AGENCY SIGNAL PERSONNEL on of this AGREEMENT the Beaufort County does als as required by this AGREEMENT, the Beaufort riting. |
| Mark the ONE that applies: | |
| We have a registered professio studies, warrants, and designing timing and included the resume of the PE with this AGRI | onal engineer (PE) on staff with experience in signal phasing plans and signal plan drawings and have EEMENT. |
| with experience in signal studies, warrants, and | stered professional engineer as an on-call consultant d designing timing and phasing plans and signal plan signals we are maintaining and have included the |
| Date | Beaufort County |

EXHIBIT A

TRAFFIC SIGNAL ALLOCATIONS AND DETAIL

I.SCDOT SIGNAL INVENTORY PROGRAM

H.INVENTORY CONTROL

III.MAINTENANCE

IV. CONSTRUCTION INSPECTION

V.CONSTRUCTION

VI.OPERATIONS AND COMMUNICATIONS

VII.MAINTENANCE ALLOWANCE

VIII.EXTRAORDINARY MAINTENANCE

IX.ENGINEERING ALLOWANCE

X.EQUITABLE MAINTENCANCE EXPENSE

ALLOWANCE

XI.EQUIPMENT UPGRADE ALLOWANCE

XII.RAILROAD DETAIL

TRAFFIC SIGNAL ALLOCATIONS AND DETAIL

I. SCDOT SIGNAL INVENTORY PROGRAM

SCDOT currently maintains a software maintenance agreement with DesignIT for their signal inventory program, TEAMS (Traffic Engineering Asset Management Software). The LOCAL AGENCY will have access to SCDOT locations maintained by the LOCAL AGENCY. LOCAL AGENCY user accounts will be created and managed by SCDOT. All references to the "SCDOT signal inventory program" in this AGREEMENT are understood to indicate the TEAMS program.

Documentation will be maintained for all equipment, maintenance activity and preventative maintenance inspections in the SCDOT signal inventory program. If the LOCAL AGENCY maintains a separate system for detailed tracking of maintenance activity then this information will be made available to SCDOT; at a minimum all equipment and annual preventative maintenance inspections will be maintained in the SCDOT signal inventory program with reference to detailed documentation in the LOCAL AGENCY's system.

II. INVENTORY CONTROL

The LOCAL AGENCY is responsible for maintaining an electronic inventory in the SCDOT signal inventory program of all signal equipment purchased or reimbursed with SCDOT funds and/or used at locations covered by this AGREEMENT, including equipment in operation and spare equipment stored in their signal shop/warehouse in accordance with SCDOT Traffic Guideline35 Section 7 Signal Shop Inventory Control. Equipment and stocked supplies must be kept at levels that are reasonable based on historical, or expected, usage.

Inventory items shall be identified within the following categories; these categories will be controlled, or adjusted, within the SCDOT signal inventory program:

- a. Accountable equipment High value equipment such as signal cabinets, controllers, video detection cameras, and battery backup systems. These items will be maintained in the SCDOT signal inventory program by serial number and tracked throughout its entire life cycle regardless of location/disposition.
- b. Non-Accountable (Stockpile) equipment Equipment of lesser value such as conflict monitors, signal heads/modules, pedestrian heads/modules, and support poles. These items will be maintained in the SCDOT signal inventory program by quantity only.
- c. Expendable items. Low value equipment such as signal cable, signal wire, nuts and bolts, non-specialty brackets, etc. Storage and inventory of these items is not required within the SCDOT signal inventory program but should be monitored to ensure quantities are adequate for regular maintenance.

The LOCAL AGENCY will verify physical signal shop/warehouse inventory with the inventory maintained in the SCDOT signal inventory program at least quarterly. All discrepancies shall be

SIGNAL MAINTENANCE AGREEMENT April 1, 2024 to March 31, 2027 Agreement # TRA-4-24

noted and the cause identified and annotated within the program. Corrections shall be made to inventory storage or security and record keeping procedures to address any discrepancies found.

Inventory shall be controlled and secured in accordance with TG35 to ensure maintenance of accurate inventory records and controlled physical movement and distribution of accountable and non-accountable items. Expendable items shall be stored in a controlled area with monitored access. Accountable and Non-Accountable equipment shall be stored in such a way as to provide optimum security and controlled access by designated employees only. All inventory items shall be maintained neatly and like items shall be stored in a manner to facilitate ease of tracking. All inventory item transfers shall be accurately tracked using the SCDOT signal inventory program to maintain the equipment history throughout its lifecycle from initial purchase through final disposal.

III. MAINTENANCE

Compensation for maintenance activities is part of the base funding which is based on the number and type of signals covered by this AGREEMENT. This work includes performing emergency maintenance (trouble calls), replacing LEDs, maintaining the signal cabinet, signal heads, pedestrian heads and buttons, and verifying that the wiring is in good operating shape. Maintenance includes ensuring all vehicle detection is operational at all times.

Maintenance also includes performing preventative maintenance inspections on an annual basis, providing this information to SCDOT, along with a list of any rebuild needs. The inspection will check for signal head alignment, LED condition, broken/missing visors, vehicle detection and PED button operation, and other related issues using the inspection checklist from the SCDOT signal inventory program or an equal, or more inclusive, alternative. In addition, identify potential problems with signal poles, cables, span wires, cabinets, anchor systems, grounding systems, and other structural components. Cabinet preventative maintenance actions must include, at a minimum: vacuuming of all surfaces, addressing pests and vegetative growth, changing air filters, and conflict monitor testing in accordance with SCDOT testing procedures located on the SCDOT Signal SharePoint website.

When performing work at SCDOT locations, at least one on-site field technician shall have Traffic Signal Certification by the International Municipal Signal Association (IMSA), Level II or higher, when working in the traffic control cabinets.

IV. CONSTRUCTION INSPECTION

The work included in this section includes inspection of: new signals, existing signal rebuilds and revisions, and encroachment permit signals. Encroachment permits must be obtained by the LOCAL AGENCY for signal work. Perform construction inspection for all aspects of the signal installation, including keeping records of work performed, quantities of materials used, outstanding punch lists, and contractors used and a full copy is to be provided to SCDOT upon completion of the PROJECT. Inspections must ensure construction complies with all SCDOT specifications, SCDOT Traffic Signal Design Guidelines, SCDOT Standard Drawings and the MUTCD. Compensation for construction inspection is part of the base funding.

V. CONSTRUCTION

The construction work includes: new signals, existing signal rebuilds and revisions, and encroachment permit signals. Encroachment permits must be obtained by the LOCAL AGENCY for signal construction work. The encroachment permit should include SCDOT's approval for signal installation, approval of the signal plan, and the LOCAL AGENCY's cost estimate for the work. All construction work shall be performed in accordance with SCDOT specifications, SCDOT Traffic Signal Design Guidelines, SCDOT Standard Drawings and the MUTCD. The cost for the construction work is not covered under this AGREEMENT.

VI. OPERATIONS AND COMMUNICATIONS

Operations consist of monitoring signals and communications in systems. Operations also include fine tuning signal systems in the field by adjusting offsets and splits (as provided by the engineer), using count data and retiming software, as a tool to aid in this endeavor. The LOCAL AGENCY must have experience in monitoring signal systems and implementing timings both remotely and in the field and a working knowledge of retiming software. If the expert in traffic operations is an on-call consultant, a copy of the contract between the LOCAL AGENCY and consultant must be submitted with the signed AGREEMENT. The LOCAL AGENCY will not adjust splits below the minimum values in the SCDOT Synchro template, nor change yellow/red times, nor add phases or re-arrange phase sequencing without approval of either a LOCAL AGENCY or SCDOT professional engineer (PE). Compensation for signal operations is part of the base funding.

SCDOT has started designing, building, and operating co-location servers for the purposes of providing signal communications access to both the LOCAL AGENCY and SCDOT without compromising the security of either agency's network security. These servers exist outside both the SCDOT and LOCAL AGENCY networks and are maintained by SCDOT. Once a co-location server is operational, SCDOT reserves the right to move all SCDOT signals maintained by the LOCAL AGENCY, to include the central management software, to the co-location server. The LOCAL AGENCY will continue to maintain and operate the signals and SCDOT will have view capability to verify the status of signals and signal systems as needed.

VII. MAINTENANCE ALLOWANCE

A maximum of one half of the base funding is available for the LOCAL AGENCY to use toward reimbursement for equipment, labor, and training necessary for the maintenance of the signal locations covered by this AGREEMENT. Reimbursements are made by SCDOT upon the receipt of a valid invoice with proof of payment.

The equipment which may be purchased with this amount is that which is currently on SCDOT state contracts, qualified product listing (QPL), or meeting SCDOT specifications. All other items must be approved by the SCDOT Director of Traffic Engineering, or designated representative. Purchases may be made from the vendor by the LOCAL AGENCY and then invoiced to SCDOT

SIGNAL MAINTENANCE AGREEMENT April 1, 2024 to March 31, 2027 Agreement # TRA-4-24

for reimbursement, or, when able, SCDOT can purchase the item(s) directly from the vendor for the LOCAL AGENCY, using this funding source.

At least 25% of the reimbursement allowance shall be set aside for installing/repairing vehicle detection. The LOCAL AGENCY will prioritize maintaining operational vehicle detection where installed at all times. If damage is caused by a resurfacing project or utility company, and reimbursement or replacement can be obtained from the "at fault" entity, the LOCAL AGENCY will bear the cost of repairs and pursue that reimbursement. If the LOCAL AGENCY does not repair vehicle detection in a timely manner, SCDOT may use these funds to make the repairs and deduct the amount from the LOCAL AGENCY's compensation.

All items must be installed, and services performed, in accordance with and meet SCDOT's specifications or must be approved by SCDOT. The LOCAL AGENCY may perform this work or hire a contractor and SCDOT will reimburse up to the state on-call contract rate.

Reimbursements for signal-related training will compensate for the registration fee of the training itself, but not for travel, lodging, or per diem.

The LOCAL AGENCY must submit an invoice with supporting receipts and documents before reimbursement will be paid. If multiple purchases or vendor invoices are included in a single LOCAL AGENCY invoice, the invoice must include a summary sheet identifying each invoice date, vendor, item description, and dollar amount. For accountable equipment (cabinets, controllers, video detection, and equipment over \$2500.00), invoices will include the location of intended installation. If replenishing shop/warehouse items that are necessary to have readily on hand, the LOCAL AGENCY may submit justification to SCDOT with the invoice for approval. The LOCAL AGENCY shall track these large dollar value equipment items with serial numbers in the SCDOT signal inventory program regardless of location (warehouse or intersection). All invoices must be for equipment/services purchased within the agreement term, include proof of payment, and must be received by SCDOT by April 30.

VIII. EXTRAORDINARY MAINTENANCE

Extraordinary maintenance is defined as repairs needed beyond ordinary maintenance. Lightning strikes or equipment malfunctions are not considered extraordinary maintenance. Some examples of extraordinary maintenance would be hurricane damage or a signal knockdown from a falling tree, vehicle collision, or over-height vehicle. If reimbursement can be obtained from the "at fault" entity, the LOCAL AGENCY should bear the cost of repairs and pursue that reimbursement. If that avenue is not available, the LOCAL AGENCY should contact the District signal superintendent and they should jointly determine how to address needed repairs. Any available maintenance allowance funds should be utilized prior to requesting funds from the District signal shop budget. When emergency repairs are needed beyond typical maintenance, public safety is the number one goal, and quick decisions are needed to ensure motorist safety. With that said, should coordination with the District not be an option, the local government should proceed with making the signalized intersection safe for motorists and SCDOT will work later with the LOCAL AGENCY to determine the best method of reimbursement.

IX. ENGINEERING ALLOWANCE

In order to be paid for engineering and design work, the LOCAL AGENCY must have a PE either on staff or as an on-call consultant. The PE must have experience with signal studies, warrants, and designing timing and phasing plans and signal plan drawings. The PE should show capability of performing the signal-related work via a resume submitted to become part of the AGREEMENT. If the PE is an on-call consultant, a copy of the contract between the LOCAL AGENCY and consultant must be submitted to become part of the AGREEMENT.

The LOCAL AGENCY shall perform the following as needed or requested by SCDOT:

- Signal plan preparation
- Signal timing studies, including phasing, clearance timings, pedestrian treatments, cycle length, offsets, splits
- Synchro analysis
- Signal needs studies
- Safety reviews at signals
- Traffic impact analysis review
- Project management

The engineering allowance is computed based on the number of signals covered by this AGREEMENT using the schedule in Exhibit D. Payment from this allowance will be based on an approved invoice from the LOCAL AGENCY to SCDOT for the services listed in the Engineering Reimbursement Schedule in Exhibit D. The invoice must contain a summary sheet identifying each payment item, for clarity, and supporting documentation to validate the engineering activity performed for a location covered by this AGREEMENT. Engineering work conducted by any agency as part of a project funded by other means does not qualify for this allowance (i.e. services will not be covered by both a construction project and this AGREEMENT).

X. EQUITABLE MAINTENCANCE EXPENSE ALLOWANCE

SCDOT will reimburse the LOCAL AGENCY for equitable maintenance expense incurred while maintaining signal locations covered by this AGREEMENT and not covered adequately with base funding. The maximum available allowance is computed using the schedule in Exhibit D for the maintained signals listed in Exhibit E along with documentation detailing direct expense incurred by the LOCAL AGENCY while maintaining signal locations covered by this AGREEMENT. Invoices for reimbursement shall include documentation showing expense incurred to the LOCAL AGENCY above what the base funding in the AGREEMENT facilitates. Acceptable documentation includes all relevant invoices and proofs of payment, explanation of direct expense incurred by the LOCAL AGENCY. SCDOT reserves the right to investigate any claims of direct expense by the LOCAL AGENCY before approving equitable maintenance expense reimbursements.

XI. EQUIPMENT UPGRADE ALLOWANCE

SCDOT will reimburse the LOCAL AGENCY to upgrade aging equipment, prior to failure, with the intent of improving functionality and/or increasing the operable time until a full signal rebuild

SIGNAL MAINTENANCE AGREEMENT April 1, 2024 to March 31, 2027 Agreement # TRA-4-24

is required. The maximum available allowance is computed using the schedule in Exhibit D for the maintained signals listed in Exhibit E. Invoices for reimbursement shall include justification for the upgrade, location of intended installation, vendor invoice(s), and proof of payment. Equipment upgrades should be executed at locations in need of new equipment but not scheduled for rebuild by the District in the near future. The LOCAL AGENCY should plan equipment replacements based on the following "lifecycle" guide: 15 years for signal controller/cabling, 7.5 years for signal head replacements (modules may need more frequent replacement), and 30 years for signal supports (poles).

Signal rebuilds will be funded out of District signal shop budgets with scheduling at the discretion of the District Signal Superintendent or District Traffic Engineer. The LOCAL AGENCY should establish a priority list of signals requiring rebuilds using the time guide above. This list shall be provided to the SCDOT Director of Traffic Engineering (or designated representative), District Traffic Engineer, and the District Signal Superintendent for scheduling purposes.

XII. RAILROAD DETAIL

Where a signal is in close proximity to a railroad, the signal must be maintained in accordance with SCDOT's approved signal plan and no revisions may be made to the timings, phasing, or signing without written approval by SCDOT. This plan must be maintained in the signal cabinet and must be filed within the SCDOT signal inventory program. During annual preventive maintenance, the railroad operation shall be reviewed to ensure compliance with the signal plan and documented in the SCDOT signal inventory program. The LOCAL AGENCY must report any observed problems with the traffic signal or railroad warning device operation to SCDOT and the appropriate railroad company. The LOCAL AGENCY shall cooperate with SCDOT's 5-year statewide inspection cycle for railroad-preempted signals.

EXHIBIT B

REFERENCED DOCUMENTS AND GUIDANCE

REFERENCES

Manual on Uniform Traffic Control Devices (MUTCD):

https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/pdf_index.htm

The following are on the SCDOT Traffic Engineering Publications webpage <u>SCDOT Traffic Signals:</u>
<u>Manuals, Specifications, and Information and SCDOT Standard Drawings: website drawings, standards and disclaimer:</u>

- SCDOT Traffic Signal Design Guidelines
- SCDOT Traffic Signal Specifications
- SCDOT Traffic Signal Supplemental Technical Specifications
- SCDOT Supplement to the MUTCD
- SCDOT Qualified Products List for Traffic Signal Equipment and Materials
- SCDOT Railroad Inspection Procedure Manual
- SCDOT Standard Drawings
- TG 35 Business Rules for District Traffic Signal Shop Operation

SCDOT Engineering Directives: http://info2.scdot.org/ED/Pages/engineering_directives.aspx:

- ED 2: Fiscal and Maintenance Responsibilities for Traffic Signal Installations on the State Highway System
- ED 19: Adoption of MUTCD, 2009
- ED 33: SCDOT Mast Arm Standards
- ED 78: Business Rules for District Signal Shop Operations

SC Business Opportunities (SCBO): SCBO - Procurement Services

Federal-Aid Policy Guide: https://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm

48 CFR 31 of Federal Acquisition Regulation:

https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf

2 CFR 200:

https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf

23 CFR 172: https://www.gpo.gov/fdsys/pkg/FR-2015-05-22/pdf/2015-12024.pdf

SC Code of Laws: http://www.scstatehouse.gov/code/statmast.php

- Title 8, Chapter 14: Unauthorized Aliens and Public Employment
- Title 11, Chapter 35: Consolidated Procurement Code
- Title 44, Chapter 107: Drug-Free Workplace Act

TEAMS (Traffic Engineering Asset Management Software): https://designitapps.com/scdot/

EXHIBIT C

LOCAL AGENCY SIGNAL PERSONNEL LOCAL AGENCY INVOICE COVER SHEET TEAMS SIGNAL INVENTORY PROGRAM USER REQUEST

SCDOT MAST ARM INSPECTION FORM

FORM

LOCAL AGENCY SIGNAL PERSONNEL

Approximate % of time performing signal duties Operations & Communications Maintenance Engineering Inspection Name Agency Benufort County 10070 Bin kowski 100% 100% County

LOCAL AGENCY INVOICE COVER SHEET

South Carolina Department of Transportation TEAMS Contributing User Request

| District / Agency: | A CONTRACTOR AND A CONT |
|--|--|
| Request Date: | |
| User Inform | ation |
| Name: | |
| Job title/duties: | |
| Email: | Phone: |
| Signal training & certification level: | |
| | CAME CAMES (A) |
| | |
| Work area(s) (see reverse): | An adjoint to the age of the age |
| User Agree By signing, I agree to use TEAMS and maintain the data within in a Traffic Engineering Guideline TG-35, SCDOT TEAMS Procedure. | ment accordance with SCDOT Engineering Directive 2, SCDOT s, and all applicable Signal Maintenance Agreements. |
| User Agree By signing, I agree to use TEAMS and maintain the data within in a Traffic Engineering Guideline TG-35, SCDOT TEAMS Procedure. Signed: | ment accordance with SCDOT Engineering Directive 2, SCDOT s, and all applicable Signal Maintenance Agreements. |
| By signing, I agree to use TEAMS and maintain the data within in a Traffic Engineering Guideline TG-35, SCDOT TEAMS Procedure: Signed: District / Agency TE R | ment accordance with SCDOT Engineering Directive 2, SCDOT s, and all applicable Signal Maintenance Agreements. ecommendation count i confirm that the requested user will receive on-the- |
| User Agree By signing, I agree to use TEAMS and maintain the data within in a Traffic Engineering Guideline TG-35, SCDOT TEAMS Procedure. Signed: | ment accordance with SCDOT Engineering Directive 2, SCDOT s, and all applicable Signal Maintenance Agreements. ecommendation count, 1 confirm that the requested user will receive on-the- s and I will keep the SCDOT Signal Maintenance & |
| By signing, I agree to use TEAMS and maintain the data within in a Traffic Engineering Guideline TG-35, SCDOT TEAMS Procedure: Signed: District / Agency TE R By signing, I recommend the requested user for a TEAMS user accipob TEAMS training to the level necessary for their assigned duties Operations Manager and SCDOT Traffic Signal & Systems Engine | accordance with SCDOT Engineering Directive 2, SCDOT s, and all applicable Signal Maintenance Agreements. • commendation count, I confirm that the requested user will receive on-the-s, and I will keep the SCDOT Signal Maintenance & eer informed of all TEAMS user account changes for my |
| By signing, I agree to use TEAMS and maintain the data within in Traffic Engineering Guideline TG-35, SCDOT TEAMS Procedure. Signed: District / Agency TE R By signing, I recommend the requested user for a TEAMS user accipob TEAMS training to the level necessary for their assigned duties Operations Manager and SCDOT Traffic Signal & Systems Engine agency | accordance with SCDOT Engineering Directive 2, SCDOT s, and all applicable Signal Maintenance Agreements. Becommendation count, I confirm that the requested user will receive on-the-s, and I will keep the SCDOT Signal Maintenance & cer informed of all TEAMS user account changes for my |
| By signing, I agree to use TEAMS and maintain the data within in Traffic Engineering Guideline TG-35, SCDOT TEAMS Procedure: Signed: District / Agency TE R By signing, I recommend the requested user for a TEAMS user accipob TEAMS training to the level necessary for their assigned duties Operations Manager and SCDOT Traffic Signal & Systems Engine agency Signed: | accordance with SCDOT Engineering Directive 2, SCDOT s, and all applicable Signal Maintenance Agreements. ecommendation count, I confirm that the requested user will receive on-the-s, and I will keep the SCDOT Signal Maintenance & cer informed of all TEAMS user account changes for my |
| By signing, I agree to use TEAMS and maintain the data within in a Traffic Engineering Guideline TG-35, SCDOT TEAMS Procedure: Signed: District / Agency TE R By signing, I recommend the requested user for a TEAMS user accipob TEAMS training to the level necessary for their assigned duties Operations Manager and SCDOT Traffic Signal & Systems Engine agency Signed: Printed name & title: | accordance with SCDOT Engineering Directive 2, SCDOT s, and all applicable Signal Maintenance Agreements. acommondation count, I confirm that the requested user will receive on-the-s, and I will keep the SCDOT Signal Maintenance & cer informed of all TEAMS user account changes for my |
| By signing, I agree to use TEAMS and maintain the data within in a Traffic Engineering Guideline TG-35, SCDOT TEAMS Procedure: Signed: District / Agency TE R By signing, I recommend the requested user for a TEAMS user accipb TEAMS training to the level necessary for their assigned duties Operations Manager and SCDOT Traffic Signal & Systems Engine agency Signed: Printed name & title: | accordance with SCDOT Engineering Directive 2, SCDOT s, and all applicable Signal Maintenance Agreements. acommondation count, I confirm that the requested user will receive on-the-s, and I will keep the SCDOT Signal Maintenance & cer informed of all TEAMS user account changes for my |

South Carolina Department of Transportation TEAMS Contributing User Request

Roles

Indicate which of the following roles the user will require, based on agency and job duties, using the following guidelines. If non-standard roles are required, please include an explanation with the request.

SCDOT HQ

- O SCDOT Other: used for all personnel outside of Traffic Engineering; provides view-only access for all areas.
- SCDOT TE: used for personnel in Traffic Engineering; provides view access for all areas with additional modification permissions for documents to include: AADTs, counts, images, notes, permits, plans, project information, studies, and timings.

SCDOT Districts

- O District Engineering: used for personnel in Traffic Engineering and some supervisory/experienced Signal Shop personnel; provides view access for all areas with additional permissions to add/delete locations and modify/delete documents to include: AADTs, counts, images, notes, permits, plans, project information, studies, and timings.
- O District Technicians: used for Signal Shop personnel; provides view access for all areas with additional modify permissions for locations, images, inspections, inventory, notes, tasks and work history.
- Warehouse Manager: used for key personnel responsible for signal equipment inventory at the Signal Shop (should be limited to 1-2 per agency); provides modify permissions to warehouse inventory, reconciliations, and reorder levels.
- SCDOT Other: used for all personnel outside of Traffic Engineering; provides view-only access for all areas.

- SMA Partners/Municipalities

- Municipal Engineering: used for personnel in Traffic Engineering and some supervisory/experienced Signal Shop personnel; provides view access for all areas with additional permissions to edit locations and modify documents to include: AADTs, counts, images, notes, permits, plans, project information, studies, and timings.
- Municipal Technicians: used for Signal Shop personnel; provides view access for all areas with additional modify permissions for locations, inspections, inventory, notes, tasks and work history.
- Warehouse Manager: used for key personnel responsible for signal equipment inventory at the Signal Shop (should be limited to 1-2 per agency); provides modify permissions to warehouse inventory, reconciliations, and reorder levels.
- Guest: used for all personnel outside of Traffic Engineering; provides view-only for AADTs, counts, images, location inventory, studies, and timings.
- Consultants o Other Users: used for all personnel; provides view access for AADTs, counts, images, location inventory, permits, plans, project information, studies, and timings.

Other

 Guest: used for all personnel; provides view access for AADTs, counts, images, location inventory, studies, and timings.

Work Areas

Indicate within which of the following areas the user will be working. This doesn't currently affect program access or permissions but is required for user account entry.

- Lighting Signs Video Cameras
- Railroad Crossings Traffic Signals

SIGNAL MAINTENANCE AGREEMENT April 1, 2024 to March 31, 2027 Agreement # TRA-4-24

SCDOT MAST ARM INSPECTION FORM

Mast Arm Inspection form

| Inspection date: | Route 2: Name: | Other Route: Name: | Mast Arm 2 | Quadrant / location: | Single- or Dual-arm: | Signal heads (f. type. cond): | Signs Is, type, size, condi: | Document condition of the following (rus. dents. eachs. exposed wires, etc.): | Arm / boom: | Pole / mast: | Hand hole cover: | Skin / base / foundation: | Junction box: | Other comments: | Mast Arm 4 | Quadrant / location: | Single- or Dual-arm: | Signal heads (#. type, cond): | Signs (#, npe, site, cond): | Document condition of the following (not, dent. creats, exposed wires, etc.): | Arm / boom: | Pole / mast: | Hand hole cover: | Skirt / base / foundation: | Junction box: | Other comments: |
|------------------|---|---------------------------------------|------------|----------------------|----------------------|-------------------------------|------------------------------|---|-------------|--------------|------------------|----------------------------|---------------|-----------------|------------|----------------------|----------------------|-------------------------------|------------------------------|---|-------------|--------------|------------------|----------------------------|---------------|-----------------|
| | Route 1: Name: | Other Route: | Mast Arm 1 | | | | | (nut dem , credit, exposed wires, etc.): | | | | | | | Mast Arm 3 | | | | | inst. dents, crecks, exposed wires, etc.): | | | | | | |
| Inspector: | County: Mast Arm Maintaining Agency: | Custom ID Signals Signal tocation: | | Quadrant / location: | Single- or Dual-arm: | Signal heads (#, type, cond): | Signs (#, type, site, cond): | Document condition of the following fure, demt, creats, exposed wires, etc.): | Arm / boom: | Pole / mast: | Hand hole cover: | Skirt / base / foundation: | Junction box | Other comments: | | Quadrant / location: | Single- or Dual-arm; | Signal heads (# type, cond): | Signs (#, type, size, cond); | Document condition of the following inst. dens, arcts, exposed wires, ett.): | Arm / boom: | Pole / mast: | Hand hole cover: | Skirt / base / foundation: | Junction box: | Other comments: |

••• Submit form, with pictures depicting any indicated damage, to the corresponding SCDOT District Signar Shop. •••
NOTE: Submittal of form indicates Local government is complant w/ ED 33 Repairs are the responsibility of the Local government SCDOT is not responsible for maintenance and repair of mast arms

EXHIBIT D

FUNDING SCHEDULE

ENGINEERING REIMBURSEMENT SCHEDULE

FUNDING SCHEDULE

| Base Funding (per location with the following installed) | | | | | | | |
|--|---------|--|--|--|--|--|--|
| Flasher - Intersection or Sign Beacon | \$200 | | | | | | |
| Flasher - School | \$125 | | | | | | |
| Stop & Go Signal | \$1,000 | | | | | | |
| Signal in a connected system (in addition to basic signal above) | \$525 | | | | | | |
| Electrical power for flasher (when paid by LOCAL AGENCY) | \$225 | | | | | | |
| Electrical power for signal (when paid by LOCAL AGENCY) | \$575 | | | | | | |

| Lump Sum | 1/2 Base Funding |
|-----------------------|------------------|
| Maintenance Allowance | 1/2 Base Funding |

| Engineering Allowance | \$100 per Stop & Go Signal (\$10,000 minimum) | | | | | |
|-----------------------------|--|--|--|--|--|--|
| Equipment Upgrade Allowance | \$200 per Stop & Go Signal (\$20,000 minimum) | | | | | |
| Equitable Expense Allowance | Documented Budget Deficit (less than or equal to Base Funding) | | | | | |

ENGINEERING REIMBURSEMENT SCHEDULE

| Signal Retiming - Field Adjustment | \$250 |
|------------------------------------|--------|
| Signal Retiming - Synchro Analysis | \$500 |
| Update Existing Signal Plan | \$500 |
| Left-turn Phase Study | \$1000 |
| Level 1 Signal Needs Study | \$1500 |
| Create Complete Signal Plan | \$2000 |

EXHIBIT E

LOCATIONS INCLUDED IN THIS AGREEMENT

SCDOT 2022-2025 Signal Maintenance Agreement List

Maintaining Agency: Beaufort County

| | | | | Flashers | School Flashers | Signals | System | Electric | T (C) |
|-----------|------------------------------|------------------------------|---|----------|-----------------|---------|--------|----------|------------|
| Custom Id | Route1 | Route2 | Comment | Sue | SJE | ais | Ě | 75 | TotalCost |
| 101 | US17 MP: 8.753 | Big Estate Rd MP: 3.03 | Comm Added | 0 | 0 | 1 | 0 | 1 | \$1,575.00 |
| 103 | SC46 MP: 8.483 | Buck Island Rd | No Comm | 0 | 0 | 1 | 0 | 1 | \$1,575.00 |
| 104 | SC46 MP: 10.821 | Kittles Xing | Bluffton Rd. @ Kitties Crossing/Walmart | 0 | 0 | 1 | | 1 | \$2,100.00 |
| 13 | S-29 MP: 1.312 | Buck Island Rd MP: 1.312 | School Zone Bluffton Middle AP (2) | 0 | 2 | 0 | 0 | 0 | \$250.00 |
| 14 | S-474 MP: 1.233 | Simmonsville Rd MP: 1.233 | School Zone Bluffton Middle AP (2) | 0 | 2 | 0 | 0 | 0 | \$250.00 |
| 15 | Burnt Church Rd MP: 0.129 | | School Zone M.C. Riley AP 21 (2) | 0 | 2 | 0 | 0 | 0 | \$250.00 |
| 18 | US21 MP: 8.994 | | School Zone St Helena School Glance 2 | 0 | 2 | 0 | 0 | 0 | \$250.00 |
| 20 | Middle Rd MP: 0.332 | | School Zone Coosa Elementary Glance 2 | 0 | 2 | 0 | 0 | 0 | \$250.00 |
| 21 | Broad River Rd MP: 2.09 | | School Zone Broad River Elementary School Glance 2 | 0 | 2 | 0 | 0 | 0 | \$250 00 |
| 212 | Buckwalter Pkwy | SC46 MP: 6.919 | | 0 | 0 | 1 | _ | 1 | \$2,100.00 |
| 309 | Bluffton Pkwy MP: 1.517 | Buck Island Rd MP: 1.913 | | 0 | 0 | 1 | | 1 | \$2,100.00 |
| 311 | Bluffton Pkwy MP: 2.198 | Simmonsville Rd MP: 0.716 | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 315 | Bluffton Pkwy MP: 4.152 | Burnt Church Rd MP: 1.333 | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 402 | U\$278 MP: 32.348 | I-95 Ramp MP: 8.133 | SB Ramps | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 404 | US278 MP: 32.67 | Medical Center Dr | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 408 | US278 | L-1503 | US 278 at Latitude Blvd | 0 | 0 | 1 | 0 | 0 | \$1,000.00 |
| 411 | US278 MP: 37.732 | New River Center St | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 414 | US278 MP: 0.986 | Sun City Blvd MP: 0.224 | | 0 | 0 | 1 | 1 | - | \$1,525.00 |
| 415 | US278 MP: 1.515 | Okatie Center Blvd | | 0 | 0 | 1 | _ | | \$2,100.00 |
| 416 | US278 MP: 3.075 | Hampton Pkwy | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 417 | US278 MP: 3.98 | Buckwalter Pkwy MP: 4.293 | | 0 | 0 | 1 | | 1 | \$2,100.00 |
| 418 | US278 MP: 4.483 | Bluffton Firestation Rd | St Gregory Drive | 0 | | 1 | | 1 | \$2,100.00 |
| 420 | US278 MP: 5.664 | Rose Hill Way MP: 0.009 | | 0 | - | _ | 1 | | \$1,525.00 |
| 421 | US278 MP: 6.362 | Buck Island Rd MP: 2.98 | 2 Carmanah R247 Solar flasher | 2 | | | 1 | | \$2,500.00 |
| 422 | US278 MP: 7.385 | Simmonsville Rd | | 0 | 0 | 1 | | 1 | \$2,100.00 |
| 423 | US278 MP: 8.119 | SC46 MP: 11.238 | | 0 | 0 | 1 | _ | 1 | \$2,100.00 |
| 424 | US278 MP: 8.537 | Best Buy/Home Depot St | Target/Best Buy/Home Depot | 0 | 0 | 1 | | 1 | \$2,100.00 |
| 425 | US278 MP: 8.971 | Burnt Church Rd MP: 1.69 | 3 Carmanah R247 Solar flasher mounted on signal ahead signs | 3 | 0 | 1 | 1 | 1 | \$2,700.00 |
| 426 | US278 MP: 9.68 | Tanger 1 | 1 Carmanah R247 Flasher | 1 | 0 | 1 | 1 | 1 | \$2,300.00 |
| 427 | US278 MP: 10.092 | Malphrus Rd | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 428 | US278 MP: 10.705 | Tanger 2 | | 0 | 0 | 1 | 1 | 0 | \$1,725.00 |
| 429 | U\$278 MP: 11.149 | Moss Creek Dr MP: 0.008 | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 50 | SC170 MP: 25.656 | Rail Trl | HAWK Signal | 3 | 0 | 1 | 0 | 1 | \$2,175.00 |
| 551 | SC170 MP: 14.162 | Snake Rd | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 557 | SC170 MP: 9.897 | Argent Rd | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 559 | SC170 MP: 8.707 | Cherry Point Rd | | 0 | 0 | 1 | | 1 | \$2,100.00 |
| 561 | SC170 MP 7.875 | River Bend | | 0 | 0 | 1 | 1 | 0 | \$1,525.00 |

SCDOT 2024-2025 Signal Maintenance Agreement List

Item 14.

Maintaining Agency: Beaufort County

| Custom Id | Route1 | Route2 | Comment | Flashers | chool Flashers | Signals | System | Electric | TotalCost |
|----------------|---|--|--|----------|----------------|---------|--------|----------|-------------|
| 564 | SC170 MP: 6.679 | US278 MP: 2.179 | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 569 | SC170 MP: 4.764 | Sun City Blvd MP: 0.012 | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 570 | SC170 MP: 4.479 | Bluffton Pkwy | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 573 | SC170 MP: 3.403 | Gibbet Rd MP: 0.002 | SC-170 @ Gibbit Rd./Mill Creek | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 619 | Parris Island Gtwy MP: 20.524 | Midtown Dr | No Comm | 0 | 0 | 1 | 0 | 1 | \$1,575.00 |
| 620 | Parris Island Gtwy MP: 21.099 | Savannah Hwy MP: 2.107 | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 901 | Ladys Island Dr MP: 17.09 | Riverwind Dr | Flasher Carmanah 2 (24/7) | 2 | 0 | 0 | 0 | 0 | \$400.00 |
| 902 | Lady's Island Dr | Islands Cswy | Flasher Carmanah 2 (24/7) | 2 | 0 | 0 | 0 | 0 | \$400.00 |
| 908 | US21 MP: 13.592 | Airport Cir MP: 1.046 | US-21 @ Airport Circle | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 911 | Sea Island Pkwy MP: 10.087 | Polowana Rd | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| 912 | Sea Island Pkwy MP: 9.828 | Dr Martin Luther King Jr Dr MP: 8.996 | | 0 | 0 | 1 | 1 | 1 | \$2,100.00 |
| SF6010 | SC170 MP: 11.214 | John Paul II Catholic School | Okatie Hwy. & John Paul II Catholic School Zone Flashers | 0 | 2 | 0 | 0 | 0 | \$250.00 |
| TS6800 | SC170 MP: 10.69 | SC462 MP: 0.087 | Okatie Hwy. @ Lowcountry Dr. | 0 | 0 | 1 | 0 | 0 | \$1,000.00 |
| NAME OF STREET | *************************************** | ngalish na displate Mendela 1997 | | 13 | 14 | 41 | 35 | 35 | \$83,850.00 |

Total Number of Flashers * \$200: \$2,600.00 Total Number of School Flashers * \$125: \$1,750.00 Total Number of Stop-and-Go Signals * \$1,000: \$41,000.00 Total Number of Signals in Systems * \$525: \$18,375.00 Total Flashers w/ Electric * \$225 + Total Signals w/ Electric *\$575: \$20,125.00 \$83,850.00 Total Base Amount: Engineering Allowance: \$10,000.00 \$20,000.00 Equipment Upgrade Allowance: \$83,850.00 Equitable Expense Allowance:

10

Total: \$197,700.00

Summary for Beaufort County (50 location records)

ITEM TITLE:

Recommend Approval of Contract Award to Beaufort Metal of Beaufort, SC for RFP # 032624 Scrap Metal and White Goods, Processing, Recycling, and Marketing (\$0.00)

MEETING NAME AND DATE:

Public Facilities and Safety Committee – May 28, 2024

PRESENTER INFORMATION:

Jared Fralix, P.E. - Assistant County Administrator - Engineering Dave Wilhelm, P.E. - Public Works Director (backup)

5 minutes

ITEM BACKGROUND:

A total of three (3) bids were received on March 26, 2024. The County Purchasing Department and County staff interviewed two (2) of the bidders. After evaluation of the bids, the project team recommends an award to Beaufort Metal.

PROJECT / ITEM NARRATIVE:

Scrap Metal and White Goods Processing, Recycling, and Marketing – The scope of this contract is for a vendor to provide metal recycling services for Beaufort County convenience centers. The vendor will process materials hauled from convenience centers to recycling center and sell the metal to the recycling market. The revenue share will be 70% to the County.

The anticipated tonnage is ~1,720.05 with an estimated revenue of ~\$250,000.

Purchasing has not submitted a draft contract to Legal. This will occur after contract award.

FISCAL IMPACT:

This is a unit rate contract. Revenue received will exceed the cost of services.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the contract to Beaufort Metal of Beaufort, SC for RFP # 032624 Scrap Metal and White Goods Processing, and Marketing.

OPTIONS FOR COUNCIL MOTION:

Motion to approve /deny the contract award to Beaufort Metal for RFP # 032624 Scrap Metal and White Goods Hauling, Recycling and Marketing for the Beaufort County Convenience Centers.

(Next Step – Move forward to Council for Approval on June 10, 2024.)