



Public Facilities and Safety Committee Beaufort County, SC

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

Monday, October 21, 2024
3:00 PM

AGENDA

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

DAVID P. BARTHOLOMEW, VICE-CHAIRMAN
PAULA BROWN
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
- [5.](#) APPROVAL OF MINUTES - September 16, 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.](#) 2024 SALES TAX UPDATE PRESENTATION (FOR INFORMATION ONLY)
- [9.](#) RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE ADMINISTRATOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 1 FLAMINGO COVE ON PARCEL R200 005 00A 0040 0000 - *Jared Fralix, Assistant County Administrator - Infrastructure*

- [10.](#) RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 10 QUAIL RIDGE CIRCLE SOUTH ON PARCEL R100 030 000 0268 0000 - *Jared Fralix, Assistant County Administrator - Infrastructure*
- [11.](#) RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD - *Jared Fralix, Assistant County Administrator - Infrastructure*
- [12.](#) RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT OF WAY PROPERTIES 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 from 1000-30-1301-54400 with a balance of \$10,000***) - *Jared Fralix, Assistant County Administrator - Infrastructure*
- [13.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$1,600,000 FOR THE PORT ROYAL RECLAMATION FACILITY PROJECT. (***FISCAL IMPACT: The grant is a 50/50 match: 50% from SCDVA and 50% Local Match. The local match is being provided by BJWSA. There is no funding contribution by Beaufort County***) - *Jared Fralix, Assistant County Administrator - Infrastructure*
- [14.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$3,000,000 FOR THE LAUREL BAY TREATMENT PLANT PROJECT (***FISCAL IMPACT: The grant is a 30/70 match: 30% from SCDVA and 70% Local Match. The local match is being provided by BJWSA. There is no funding contribution by Beaufort County***) - *Jared Fralix, Assistant County Administrator - Infrastructure*
- [15.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ENTER INTO A LOCAL PUBLIC AGENCY (LPA) AGREEMENT BETWEEN THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND BEAUFORT COUNTY FOR THE ITS MASTER PLAN FOR VARIOUS CORRIDORS IN BEAUFORT AND JASPER COUNTY (***FISCAL IMPACT: \$55,000***) - *Jared Fralix, Assistant County Administrator - Infrastructure*
- [16.](#) RECOMMEND APPROVAL TO COUNCIL OF CONTRACT AWARD FOR A DESIGN CONTRACT TO KIMLEY HORN FOR THE REALIGNMENT OF SC 462 AT SC 170 (***FISCAL IMPACT: \$1,031,682.25- The contract fee is \$897.115. Staff recommends a 15% contingency of \$134,567.25, bringing the project budget to \$1,031,682.25. The funding for the project is Capital Funds approved in the FY 2025 budget - account 4000-80-1243-54500 with a balance of \$2,963,992.***) *Jared Fralix, Assistant County Administrator - Infrastructure*
- [17.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE A PARKING SPACE RENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED PARCEL SERVICE, INC., AN OHIO CORPORATION (***FISCAL IMPACT: Beaufort County/Hilton Head Island Airport will receive a rate of \$1,000.00 per month and \$1,500.00 per month for the UPS Peak Spaces. This agreement will produce revenue for the airport at no cost to the airport***) - *Jon Rembold, Airports Director*
- [18.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE A COOPERATIVE SERVICE AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS) - *Jon Rembold, Airports Director*
- [19.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT SCAC Grant 24-026 IN THE AMOUNT OF \$140,405.00 for HXD AIR TRAFFIC CONTROL TOWER RADIO SUITE EQUIPMENT REPLACEMENT - *Jon Rembold, Airports Director*
- [20.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT SCAC Grant 24-027 IN THE AMOUNT OF \$157,006.00 for ARW RUNWAY 07/25 REHABILITATION PROJECT - *Jon Rembold, Airports Director*

21. RECOMMEND APPROVAL TO COUNCIL FOR A TALBERT, BRIGHT AND ELLINGTON (TBE) WORK AUTHORIZATION 2119-2401 FOR ARW RUNWAY 07/25 REHABILITATION PROJECT (**FISCAL IMPACT: The total value of this Work Authorization shall not exceed \$214,730.00. This amount is included in the project total listed below and has been substantiated by way of an FAA-required Independent Fee Estimate performed by a third-party design professional. Total Project Cost (\$3,140,118.00). Project Funding Sources include: - (90%) FAA BIL Grant \$2,826,106.00 - (5%) SCAC Grant 24-027 \$157,006.00 - (5%) Sponsor Share \$157,006.00 GL Code 5102-90-0000-57130 | Current Balance: \$3,175,592.00**) - Jon Rembold, Airports Director
22. RECOMMEND APPROVAL TO COUNCIL OF CONTRACT AWARD TO QUALITY ENTERPRISES USA FOR IFB # 070924 ARW RUNWAY REHABILITATION CONSTRUCTION PROJECT (**FISCAL IMPACT: Total Project Cost including a 5% contingency: \$3,066,406.70. Project Funding Sources include: (90%) FAA BIL/AIP Grant, \$2,826,106.00 (5%) SCAC Grant 24-027, \$157,006.00 (5%) Sponsor Share \$157,006.00 - Total Available Funding \$3,140,118.00 GL Code 5102-90-0000-57130 | Current Balance: \$3,175,592.00**) - Jon Rembold, Airports Director
23. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR SHUTTLE SERVICE BETWEEN BEAUFORT COUNTY AND THE BEST OF HILTON HEAD - Jon Rembold, C.M. Airports Director
24. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A GRANT IN AID FROM THE SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH (**FISCAL IMPACT: Fiscal Impact is \$873.45 from account 2555-20-1210-57130 balance of \$17,298.35**) - John Robinson, ACA Public Safety
25. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF THE REAL PROPERTY LOCATED AT 247 ROBERT SMALLS PARKWAY (**Fair Market Value to be added**) - Hank Amundson, Special Assistant to the County Administrator
26. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF PROPERTY OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH TMS NO. R610-031-000-00003-0000 (**FISCAL IMPACT: No funding impact**) - Brittany Ward
27. RECOMMEND APPROVAL TO COUNCIL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BEAUFORT AND THE APPROVAL OF A CHANGE ORDER TO EUROVIA ATLANTIC DBA BLYTHE FOR IFB #011224E YEAR 7 RESURFACING PROJECT FOR THE PAVING OF CITY-OWNED ROADS IN BATTERY SHORE NEIGHBORHOOD (**FISCAL IMPACT: The change order request of \$497,589.30 plus a contingency request of \$74,638.40 bringing the total increase to \$572,227.70. The funding for this is the City of Beaufort ARPA funds that will be administered through an IGA with City of Beaufort. There is no Beaufort County funding required for the change order**) - Bryan Bauer, Director of Engineering
28. ADJOURNMENT

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



Public Facilities and Safety Committee Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls
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**Monday, September 16, 2024
3:00 PM**

MINUTES

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

DAVID P. BARTHOLOMEW, VICE-CHAIRMAN
PAULA BROWN
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
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
Chairman Joseph Passiment

ABSENT

Committee Vice-Chair David Bartholomew
Council Member Mark Lawson
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.

4. APPROVAL OF AGENDA

Motion: It was moved by Chairman Passiment, Seconded by Council Member Brown, to approve the agenda.

The Vote: The motion passed without objection.

5. APPROVAL OF MINUTES - August 19, 2024

Motion: It was moved by Council Member Tabernik, seconded by Chairman Passiment, to approve the minutes from August 19, 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.

1. Ms. Blount
2. Roy Brown
3. Craig Reeves
4. Inez Miller
5. Susan
6. Ms. White

Please see the video stream available on the County's website for the full comment period.

<https://beaufortcountysc.new.swagit.com/videos/315314?ts=106>

7. ASSISTANT COUNTY ADMINISTRATOR REPORT

Tallulah McGee, Director of Animal Services, spoke about coyote tracking and management in Beaufort County and the partnership with the DNR for control.

Please see the video stream available on the County's website for the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/315314?ts=1122>

AGENDA ITEMS

8. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY FOR THE COUNTY OWNED REAL PROPERTY LOCATED AT 316 CASTLE ROCK ROAD - *Jared Fralix, P.E., ACA Engineering*

Lowcountry Area Transportation Authority, also known as Palmetto Breeze, needs space in Northern Beaufort County for parking buses. Currently, there are approximately 15 of the 40 buses within their fleet parked in the driveway of the driver's residence because they do not have a storage lot for their fleet. A centralized storage lot would reduce operational cost and increase security of their buses. Beaufort

County owns a 1.0-acre lot at the intersection of Grober Hill Rd. and Castle Rock Rd. that was formerly used as a convenience center. The property is currently vacant and is identified as surplus property. Rather than sell the property, staff proposes to enter into a lease agreement with Beaufort County's transit partner, Palmetto Breeze, for use of the parcel as a bus storage facility. Lease rate for Palmetto Breeze is \$1.00.

Motion: It was moved by Council Member Glover, Seconded by Council Member Howard to Recommend Approval to Council of an Ordinance Authorizing the County Administrator to Enter into a Lease Agreement with Lowcountry Regional Transportation Authority for the County Owned Property Located at 316 Castle Rock Road.

The Vote: The motion was approved without objection.

For more information, please see the video stream on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315314?ts=1765>

9. RECOMMEND APPROVAL OF A REQUEST TO PURCHASE (1) CAT 308 MINI HYDRAULIC EXCAVATOR (\$154,771). (FISCAL IMPACT: \$154,771 the funding for this item has been approved in the fy 2025 budget under the stormwater account #5025-90-9020-54000) - Jared Fralix, P.E., ACA Engineering

Stormwater is seeking approval to purchase a 2024 CAT Mini 308 Excavator as a replacement for Asset 38347, a 2014 CAT Excavator that has accumulated 4,010 hours over its 10-year lifespan. Blanchard CAT has provided a quote based on the 2024 Source Well Contract 020223-CAT Cooperative Contract at \$154,771.00.

Beaufort County Fleet Manager recommends approving the procurement of a CAT Mini 308 Excavator to replace the previously identified asset. This recommendation is founded on numerous factors, including the potential to enhance operational efficiency, bolster safety measures, reduce maintenance costs, and increase overall reliability to mitigate any potential downtime due to age and hours. With the Source Well discount, the cost of the new excavator will decrease from \$201,557.00 to \$154,271.00. The funding has been approved in the FY2025 budget.

Motion: It was moved by Council Member Tabernik, seconded by Council Member Dawson, to approve the request to purchase (1) CAT 308 Mini Hydraulic Excavator.

The Vote: The motion was approved without objection

The item is approved at the committee level, under the procurement threshold of the Council.

For more information, please see the video stream available on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315314?ts=2049>

10. RECOMMEND APPROVAL TO COUNCIL OF A CHANGE ORDER TO DAVIS & FLOYD FOR RFP#092420TE LADY'S ISLAND ACCESS ROADS DESIGN AND ENGINEERING (FISCAL IMPACT: \$556,644) - Jared Fralix, P.E., ACA Engineering

Beaufort County entered into a contract with Davis & Floyd for the design and engineering of the 2018 One Cent Transportation Sales Tax projects known as the Lady's Island Access Roads for the amount of \$2,518,136.52: \$2,289,214.52 contract value with a contingency of \$228,922. The projects include Hazel Farm Rd. and S-7-497 Gay Drive, Lady's Island Middle School Access Road, S-7-186 Sunset Blvd. and S-7-187 Miller Dr. W., Meadowbrook Dr. Ext. Mayfair Ct. Ext. and US 21 Airport Frontage Rd. Phase 2. As prior change orders have been executed throughout the development of the projects, the contingency amount has been depleted.

Throughout the development of the projects, modifications have been needed to cover additional work such as surveys, stormwater investigation and design, public meeting participation, subsurface utility engineering, utility coordination, and right-of-way acquisition, which have changed from the original scope of work. Additional funds are needed to complete the contract for public involvement, right-of-way appraisals and design, and final roadway design.

The change order request of \$226,644 plus a contingency request of \$330,000 brings the total increase to \$556,644 and the overall budget to \$3,074,780.52.

Motion: It was moved by Council Member Reitz, seconded by Council Member Glover, to Recommend Approval to Council of a Change Order to Davis & Floyd for RFP# 092420TE Lady's Island Access Roads Design and Engineering.

The Vote: The motion was approved without objection.

For more information, please see the video stream available on the County's website.

<https://beaufortcountysc.new.swagit.com/videos/315314?ts=2048>

- 11. RECOMMEND APPROVAL TO COUNCIL OF A TRANSFER OF FUNDS BETWEEN AIRPORT ACCOUNTS AND A CONTRACT AWARD TO GULF STREAM CONSTRUCTION FOR IFB#081424 BEAUFORT COUNTY EXECUTIVE AIRPORT SITEWORK CONSTRUCTION SERVICES. (FISCAL IMPACT: Funding will consist of the remaining \$1,313,900 of the allocated ARPA funds (Acct# 2330-10-0000-59100) and the difference of \$788,593.69 will be covered by the Airports' Pooled Cash Account (Acct# 5400-90-0000-10400) once the transfer is approved and executed. Current Balance in the Pooled cash account from which the transfer is funded is \$2,102,493.69) - Hank Amundson, Special Assistant to the Administrator & Jared Fralix, ACA Infrastructure**

In the original ordinance in 2022, accepting and planning the use of ARPA funds, Council allocated \$1,500,000 for use by the airports. The airport staff and board planned to use these funds to construct additional hangars at Beaufort Executive Airport. Planning and designing for the site has proven to be more intense and has taken longer than anticipated. This effort will require additional airport funds to complete the site work. The site work makes the vertical construction possible.

The Beaufort County Executive Airport plans to expand its hangar capacity by three new buildings and one existing building expansion, allowing it to house approximately 23 additional airplanes. Gulf Stream Construction was the lowest responsive bidder. Staff recommends awarding this contract to perform the prescribed and designed site to Gulf Stream Construction for \$2,081,619.74.

Recommend approval of a transfer of funds from the Hilton Head Airport Pooled Cash Account to the Beaufort Airport Capital Account for \$800,000.

Motion: It was moved by Council Member Glover, seconded by Council Member Reitz to Recommend Approval to Council of a Transfer of Funds Between Airport Accounts and a Contract Award to Gulf Stream Construction for IFB #081424 Beaufort County Executive Airport Sitework Construction Services.

The Vote: The motion was approved without objection.

For more information, please see the video stream available on the county's website.

<https://beaufortcountysc.new.swagit.com/videos/315314?ts=2126>

- 12. RECOMMEND APPROVAL TO COUNCIL OF CONTRACT AWARD TO GULF STREAM CONSTRUCTION FOR IFB#072224 BEAUFORT COUNTY GOVERNMENT CENTER (NEW ARTHUR HORNE) PARKING LOT PROJECT (Fiscal Impact: \$880,546.77) - Robert Gecy, Project Manager Capital Projects**

This project was put out for bid with a budget of \$900,000 and received two bids for \$929,015 and \$1,128,426. Due to infrastructure delays, the demolition of the old Arthur Horne Building and parking lot project were put on hold. Additional funding of \$228,426 was requested for FY25 to allow for possible increases in materials and labor. The project was put back out for bid and received two bids for \$688,000 and \$880,546.77. The low bidder was disqualified due to improper licensing, and Gulf Stream Construction was chosen at \$880,546.77.

This project is the final construction phase of the new Arthur Horne Building Complex. The second half of the old Arthur Horne building was demolished in May 2024, and the new parking lot will be constructed on the now vacant site. It will add 45 new parking spaces and sidewalks to the overcrowded parking lot shared by the Sheriff's Department, Detention Center, and Arthur Horne Building.

Motion: It was moved by Council Member Reitz, seconded by Council Member Tabernik, to Recommend Approval to Council of Contract Award to Gulf Stream Construction for IFB # 072224 Beaufort County Government Center (New Arthur Horne) Parking Lot Project.

The Vote: The motion was approved without objection.

For more information, please see the video stream available on the county's website.

<https://beaufortcountysc.new.swagit.com/videos/315314?ts=2843>

13. ADJOURNMENT – 3:49 pm.

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BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 8.

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| ITEM TITLE: |
| 2024 Sales Tax Update Presentation (For Information Only) |
| MEETING NAME AND DATE: |
| Public Facilities and Safety Committee – October 21, 2024 |
| PRESENTER INFORMATION: |
| Jared Fralix, ACA – Infrastructure Bryan Bauer, Director of Engineering (15 mins) |
| ITEM BACKGROUND: |
| A referendum will appear on the November 5, 2024, ballot for the approval of a one-cent transportation sales tax. The program includes several identified projects and additional programmatic project buckets. |
| PROJECT / ITEM NARRATIVE: |
| Staff will provide a presentation educating on the programmatic project buckets. (For Information Only) |
| FISCAL IMPACT: |
| N/A |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| For presentation only. |
| OPTIONS FOR COUNCIL MOTION: |
| For presentation only. |



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 9.

| |
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| ITEM TITLE: |
| An ordinance authorizing the acceptance of a drainage easement located at 1 Flamingo Cove on parcel R200 005 00A 0040 0000. |
| MEETING NAME AND DATE: |
| Public Facility and Safety Committee Meeting 10-21-2024 |
| PRESENTER INFORMATION: |
| Jared Fralix, P.E., Assistant County Administrator, Infrastructure (5 Minutes) |
| ITEM BACKGROUND: |
| Resolution 2022/63 outlines an updated process for drainage easement requests. Beaufort County legal department has determined that drainage easement conveyance and acceptance should be approved through a County Council Ordinance. |
| PROJECT / ITEM NARRATIVE: |
| Beaufort County Stormwater Department is requesting a drainage easement on Parcel R200 005 00A 0040 0000. This is a platted easement that the County needs to formalize to help alleviate drainage that is backing up due to stormwater conveyance on Flamingo Cove Road to this outfall. See attached location map for reference. |
| FISCAL IMPACT: |
| <i>Work to be included in Stormwater Maintenance account # 5025-90-9020-51170</i> |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval of an ordinance authorizing the acceptance of a drainage easement located at 1 Flamingo Cove on parcel R200 005 00A 0040 0000. |
| OPTIONS FOR COUNCIL MOTION: |
| <i>Motion to approve/deny/amend an ordinance authorizing the acceptance of a drainage easement located at 1 Flamingo Cove on parcel R200 005 00A 0040 0000.</i> <i>(Next Step) County Council 2 readings & public reading/hearing</i> |

Ordinance No. 2024/____

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE
EASEMENT LOCATED AT 1 FLAMINGO COVE ON PARCEL R200 005 00A 0040
0000**

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

WHEREAS, Beaufort County Stormwater Department is requesting a drainage easement associated with parcel R200 005 00A 0040 0000. Parcel R200 005 00A 0040 0000 will help conveyance of drainage to reduce water backup on parcel and surrounding properties; and

WHEREAS, Beaufort County Stormwater Staff have reviewed and approve the request for drainage easement on parcel R200 005 00A 0040 0000 as shown on attached Exhibit “A”; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the conveyance and acceptance for drainage easement on parcel R200 005 00A 0040 0000 as shown on attached Exhibit “A”.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL
AS FOLLOWS:**

The County Administrator or assignee is hereby authorized to execute the drainage easement on parcel R100 030 000 0268 0000 as shown on attached Exhibit “A”.

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:











First Reading:

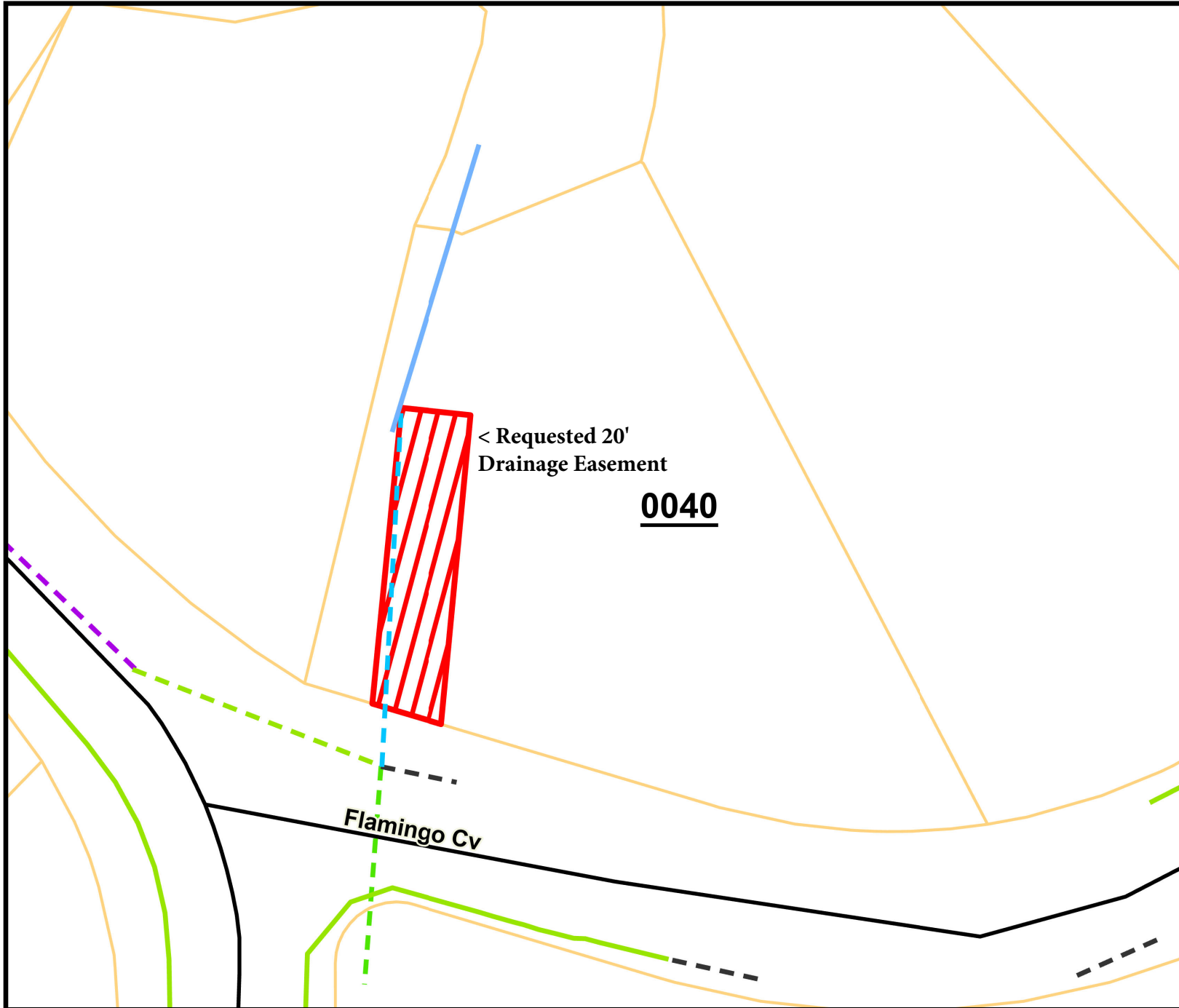
(Exhibit "A")
R200-005-A-0040
Flamingo Cove

Activity: Drainage
Easement

Township:
Lady's Island

Legend

-  Drainage Esmt. (20 ft.)
-  Streets
-  Parcels
-  Channel (fka Outfall)
-  Channel Pipe
-  Crossline Pipe
-  Driveway Pipe
-  Road Pipe
-  Roadside
-  Roadside Pipe



1 inch = 39 feet



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

**GRANT OF EASEMENT
 AGREEMENT**

THIS GRANT OF EASEMENT AGREEMENT (the "Agreement") is made and entered into as of _____ day of _____, 20____ ("Effective Date"), by and between JOSHUA CRAYTON & ANA CRAYTON, ("Grantor") and **Beaufort County** ("Grantee") and hereinafter referred to collectively as the "Parties".

WHEREAS, the Grantor is the current owner of fee simple title to the real property known as **R200 005 00A 0040 0000** situated at **1 FLAMINGO CV IN BEAUFORT COUNTY, SC** and incorporated herein by reference (the "Property"); and

WHEREAS, the Grantee and Grantor desire to improve the stormwater drainage system to the benefit of the Property and the surrounding Beaufort County property owner's land, and to comply with its federally required MS4 permit; and

WHEREAS, the Parties desire to establish a perpetual non-exclusive easement for the purposes of the construction, operation, maintenance, and/or reconstruction of a stormwater drainage system.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) or the benefit of the portion of improved drainage on Grantor's land and elsewhere, the Parties do hereby agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee, its successors and assigns, for the benefit and use of Grantee and its employees, agents, lessees, licensees and invitees, a non-exclusive, perpetual, transmissible, appendant easement in, over, and upon the Property which runs with the land and is further described as provided in this Agreement.
2. Stormwater Drainage Easement Area. The stormwater drainage easement area (hereinafter "the Easement") is a 20 feet wide drainage easement along the western property line of lot # 5 and is further identified in Plat Book 131 at Page 134.
3. Use of Easement Terms.
 - a. The Easement includes the right of ingress and egress at any time over and upon the Property, for the purpose of constructing, improving, or maintaining the stormwater drainage system as described in this Agreement.
 - b. Grantor hereby grants to Grantee the Easement for the purpose of:
 - i. Constructing, installing, maintaining, and/or the reconstruction of (collectively hereinafter the "Work") a stormwater drainage system, including but not limited to, a ditch, berm, pipe, basin, and other best management practices necessary to improve the stormwater drainage system; and
 - ii. Excavating, widening, deepening, straightening, laying pipe, and other best management practices necessary in connection with improving the stormwater drainage system; and
 - iii. Clearing and removing all brush and trees to a width necessary to improve the stormwater drainage system

- c. If the Grantor desires to salvage levees, fences, culverts, or bridges that interfere with the work of the stormwater drainage system, he will have the opportunity to do so prior to the Grantee commencing work.
 - d. If the Grantor desires to salvage merchantable timber from the area to be cleared, he will do so prior to the time the contractor begins work. It is understood that the Grantee will provide notice to Grantor at least (10) days in advance of construction.
 - e. Grantor shall not disrupt the operations of the Grantee during its use of the Easement. Grantor shall not place or permit any structures, including but not limited to, buildings, fences, signs, bridges, or other obstructions that would prevent use of the Easement by the Grantee.
 - f. Grantee will not use or permit the use of the Easement, or any other rights arising pursuant this Agreement, in any manner that conflicts with this Agreement.
 - g. Grantor shall indemnify and hold harmless Grantee and its employees, agents, lessees and invitees from and against any claim, cost, loss or damage arising out of, or resulting from, use of the Easement by Grantor or their agents, lessees, licensees and invitees; provided however, Grantor will not have any obligation to indemnify Grantee to the extent the loss, cost, or damage arises out of, or results from the negligence or willful misconduct of Grantee.
4. Maintenance. The Grantee shall maintain the Easement, at no additional cost to the Grantor, in accordance to Beaufort County Storm Water Management standards.
 5. Covenants Running with the Land. All rights, privileges, benefits and burdens created herein are covenants and agreements running with the land, and bind and inure to the benefit and burden of Grantor, Grantee and their respective successors and assigns, so long as it is used for the purpose of improving and maintaining the stormwater drainage system.
 6. Successors and Assigns. Except as otherwise provided herein, this Agreement shall extend to and bind the Parties and each of their respective heirs, personal representatives, successors and assigns.
 7. Authority. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
 8. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

WITNESSES:

Grantor's Signature

(2) _____
 (Signature of Witness #1)

(1) _____
 JOSHUA CRAYTON

(3) _____
 (Signature of Witness #2 – the Notary Public)

(1) _____
 ANA CRAYTON

STATE OF _____)
 COUNTY _____) **ACKNOWLEDGMENT**

I, the undersigned Notary Public, do hereby certify that JOSHUA CRAYTON & ANA CRAYTON personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me
 on this _____ Day of _____, 20____.

(4) _____
 Notary Public for _____
 My Commission Expires: _____

County Use Only
 Location: Beaufort County
 Township: 1 FLAMINGO CV
 Tax Map No. 033 Parcel No.117

WITNESSES:

Beaufort County "Grantee's" Signature

(Signature of Witness #1)By: _____
David Wilhelm_____
(Signature of Witness #2 – the Notary Public)

Its: Interim Public Works Director

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

)

COUNTY OF BEAUFORT

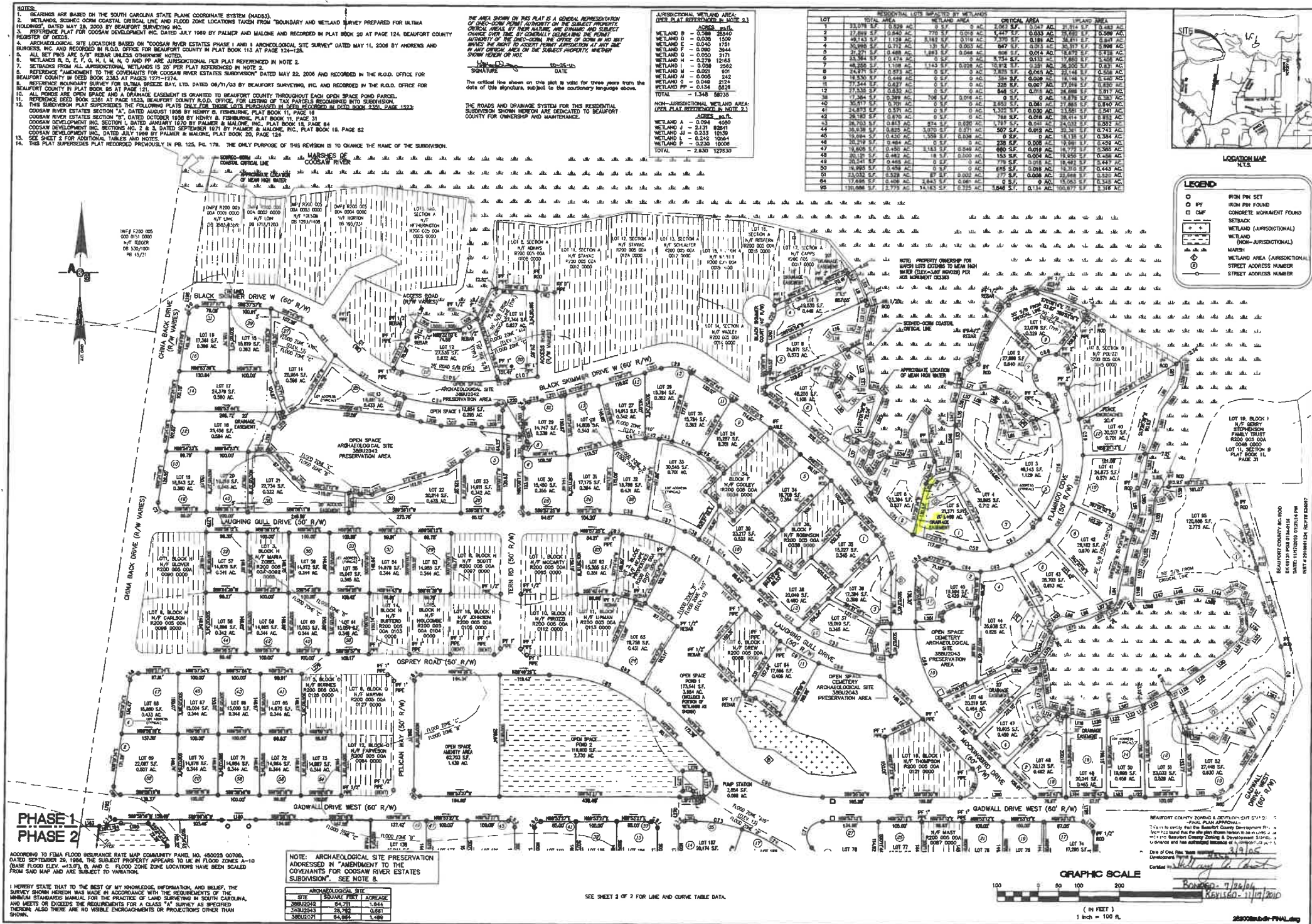
)

I, the undersigned Notary Public, do hereby certify that David Wilhelm the Interim Public Works Director for Beaufort County personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of _____, 20__.

(4) _____
Notary Public for South Carolina
My Commission Expires: _____

Item 9.



| PLAN REVISIONS | | | DATE | BY |
|----------------|-------------------------------------|----------|------|----|
| NO. | DESCRIPTION | | | |
| 1 | AUDITED NOTES | 07/05/06 | GBB | |
| 2 | REMOVED PER QUANTITY COMMENTS | 07/05/06 | GBB | |
| 3 | UPDATED PARCEL AREA | 07/14/06 | GBB | |
| 4 | UPDATED OPEN SPACE PARCEL | 07/14/06 | MJR | |
| 5 | CORRECTED ROAD NAMES | 06/01/06 | GBB | |
| 6 | CORRECTED LOT 45 & CEMETERY ADDRESS | 05/09/06 | GBB | |
| 7 | REMOVED OPEN SPACE ON BACK POR | 06/20/06 | GBB | |
| 8 | CORRECTED NOTES & TABLES | 06/20/06 | GBB | |
| 9 | CHANGED PLAT TITLE | 10/07/06 | GBB | |

THE DESIGNS AND IDEAS PRESENTED IN THESE DRAWINGS ARE THE COPYRIGHTED PROPERTY OF ANDREWS AND BURGESS, INC. THE USE OR REPRODUCTION OF THESE PLANS OR THEIR CONTENT IS STRICTLY PROHIBITED WITHOUT PRIOR WRITTEN CONSENT.

**Andrews
& Burgess Inc.**
Engineering & Surveying

404 Stanifin Road
Beaufort, SC 29906
843.466.6369
Fax 843.466.5766

SUBDIVISION
FLAT
Prepared For
Somerset Point
at Lady's Island
Phase I

Lady's Island
Beaufort County
South Carolina

Date Drawn: 06/16/06
Last Revised: 10/01/10
Drawn By: N. Unley
Engineer: G. Burgess

SHEET #: 1 of 2
JOB: 232002



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

ITEM TITLE:

An ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel R100 030 000 0268 0000

MEETING NAME AND DATE:

Public Facility and Safety Committee Meeting 10-21-2024

PRESENTER INFORMATION:

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

ITEM BACKGROUND:

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

PROJECT / ITEM NARRATIVE:

Beaufort County Stormwater Department is requesting a drainage easement on Parcel R100 030 000 0268 0000 to help convey stormwater for a portion of Quail Ridge Circle South to SCDOT S-20 (Broad River Blvd). This easement is needed to provide proper maintenance for positive storm water drainage conveyance off the county owned and maintained road. This area includes the following: Quail Ridge Circle South which includes addresses 4-16, 3-19. This drainage is designed to convey between 10 & 12 Quail Ridge Circle South, and then to a channel ditch between 1 Chesterfield Dr. & 10 Quail Ridge Circle South and ultimate ends up in the SCDOT drainage system off Broad River BLVD.

FISCAL IMPACT:

Work to be included in Stormwater Maintenance account # 5025-90-9020-51170.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel R100 030 000 0268 0000.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend an ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel R100 030 000 0268 0000

(Next Step) County Council 2 readings & public reading/hearing

Ordinance No. 2024/____**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 10 QUAIL RIDGE CIRCLE SOUTH ON PARCEL R100 030 000 0268 0000**

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

WHEREAS, Beaufort County Stormwater Department is requesting a drainage easement associated with parcel R100 030 000 0268 0000. Parcel R100 030 000 0268 0000 will help conveyance of drainage to reduce water backup on parcel and surrounding properties; and

WHEREAS, Beaufort County Stormwater Staff have reviewed and approve the request for drainage easements on parcel R100 030 000 0268 0000 as shown on attached Exhibit “A”; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the conveyance and acceptance for drainage easements on parcel R100 030 000 0268 0000 as shown on attached Exhibit “A”.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:

The County Administrator or assignee is hereby authorized to execute the drainage easement on parcel R100 030 000 0268 0000 as shown on attached Exhibit “A”.

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

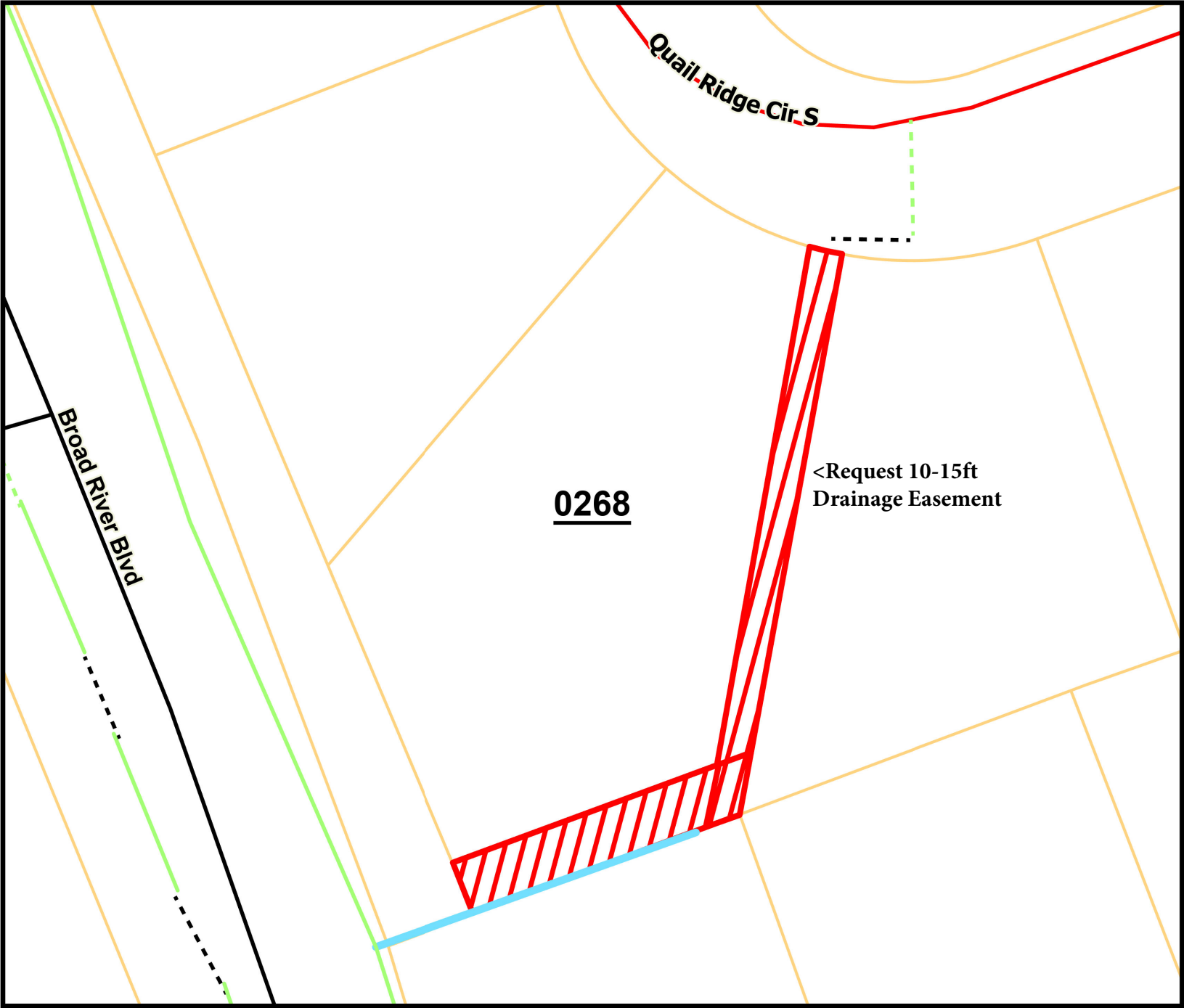
Second Reading:

First Reading:

(Exhibit "A")
R100-030-0268
Quail Ridge
Cir S

Activity: Drainage
Easement

Township:
Port Royal Island



Legend

- Drainage Esmt. (10-15ft.)
- Parcels
- Channel (fka Outfall)
- Crossline Pipe
- Driveway Pipe
- Roadside

Streets

- COUNTY
- STATE



1 inch = 52 feet

Quail Ridge Cir S Stormwater Conveyance



9/12/2024, 10:42:35 AM

- Lines

Override 1

Drainage

Access Pipe

Channel (fka Outfall)

Crossline Pipe

Driveway Pipe

Roadside

Roadside Pipe

STATE, PAVED

COUNTY, PAVED

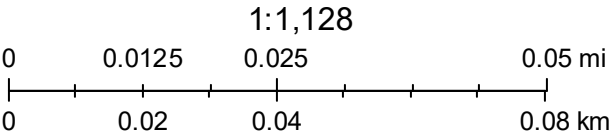
LiveParcels

Easements

Red: Band_1

Green: Band_2

Blue: Band_3



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

**GRANT OF EASEMENT
 AGREEMENT**

THIS GRANT OF EASEMENT AGREEMENT (the "Agreement") is made and entered into as of _____ day of _____, 20____ ("Effective Date"), by and between STEFANIE MICHELLE NAGID, ("Grantor") and **Beaufort County** ("Grantee") and hereinafter referred to collectively as the "Parties".

WHEREAS, the Grantor is the current owner of fee simple title to the real property known as **R100 030 000 0268 0000** situated at **10 QUAIL RIDGE CIR S IN BEAUFORT COUNTY, SC** and incorporated herein by reference (the "Property"); and

WHEREAS, the Grantee and Grantor desire to improve the stormwater drainage system to the benefit of the Property and the surrounding Beaufort County property owner's land, and to comply with its federally required MS4 permit; and

WHEREAS, the Parties desire to establish a perpetual non-exclusive easement for the purposes of the construction, operation, maintenance, and/or reconstruction of a stormwater drainage system.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) or the benefit of the portion of improved drainage on Grantor's land and elsewhere, the Parties do hereby agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee, its successors and assigns, for the benefit and use of Grantee and its employees, agents, lessees, licensees and invitees, a non-exclusive, perpetual, transmissible, appendant easement in, over, and upon the Property which runs with the land and is further described as provided in this Agreement.
2. Stormwater Drainage Easement Area. The stormwater drainage easement area (hereinafter "the Easement") is 10 to 15 feet wide and is further identified on attached Exhibit "A" as a 15' Utility Easement along the east and southeastern property line.
3. Use of Easement Terms.
 - a. The Easement includes the right of ingress and egress at any time over and upon the Property, for the purpose of constructing, improving, or maintaining the stormwater drainage system as described in this Agreement.
 - b. Grantor hereby grants to Grantee the Easement for the purpose of:
 - i. Constructing, installing, maintaining, and/or the reconstruction of (collectively hereinafter the "Work") a stormwater drainage system, including but not limited to, a ditch, berm, pipe, basin, and other best management practices necessary to improve the stormwater drainage system; and
 - ii. Excavating, widening, deepening, straightening, laying pipe, and other best management practices necessary in connection with improving the stormwater drainage system; and
 - iii. Clearing and removing all brush and trees to a width necessary to improve the stormwater drainage system

- c. If the Grantor desires to salvage levees, fences, culverts, or bridges that interfere with the work of the stormwater drainage system, he will have the opportunity to do so prior to the Grantee commencing work.
 - d. If the Grantor desires to salvage merchantable timber from the area to be cleared, he will do so prior to the time the contractor begins work. It is understood that the Grantee will provide notice to Grantor at least (10) days in advance of construction.
 - e. Grantor shall not disrupt the operations of the Grantee during its use of the Easement. Grantor shall not place or permit any structures, including but not limited to, buildings, fences, signs, bridges, or other obstructions that would prevent use of the Easement by the Grantee.
 - f. Grantee will not use or permit the use of the Easement, or any other rights arising pursuant this Agreement, in any manner that conflicts with this Agreement.
 - g. Grantor shall indemnify and hold harmless Grantee and its employees, agents, lessees and invitees from and against any claim, cost, loss or damage arising out of, or resulting from, use of the Easement by Grantor or their agents, lessees, licensees and invitees; provided however, Grantor will not have any obligation to indemnify Grantee to the extent the loss, cost, or damage arises out of, or results from the negligence or willful misconduct of Grantee.
4. Maintenance. The Grantee shall maintain the Easement, at no additional cost to the Grantor, in accordance to Beaufort County Storm Water Management standards.
 5. Covenants Running with the Land. All rights, privileges, benefits and burdens created herein are covenants and agreements running with the land, and bind and inure to the benefit and burden of Grantor, Grantee and their respective successors and assigns, so long as it is used for the purpose of improving and maintaining the stormwater drainage system.
 6. Successors and Assigns. Except as otherwise provided herein, this Agreement shall extend to and bind the Parties and each of their respective heirs, personal representatives, successors and assigns.
 7. Authority. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
 8. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

WITNESSES:

Grantor's Signature

(2) _____
 (Signature of Witness #1)

(1) _____
 STEFANIE MICHELLE NAGID

(3) _____
 (Signature of Witness #2 – the Notary Public)

STATE OF _____)
 COUNTY _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that STEFANIE MICHELLE NAGID personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me
 on this _____ Day of _____, 20____.

(4) _____
 Notary Public for _____
 My Commission Expires: _____

WITNESSES:

Beaufort County "Grantee's" Signature

(Signature of Witness #1)By: _____
David Wilhelm_____
(Signature of Witness #2 – the Notary Public)

Its: Interim Public Works Director

STATE OF SOUTH CAROLINA

)
)
)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT

I, the undersigned Notary Public, do hereby certify that David Wilhelm the Interim Public Works Director for Beaufort County personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of _____, 20__.

(4) _____
Notary Public for South Carolina
My Commission Expires: _____





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

| |
|--|
| ITEM TITLE: |
| AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD |
| MEETING NAME AND DATE: |
| Public Facilities & Safety Committee Meeting October 21, 2024 |
| PRESENTER INFORMATION: |
| Jared Fralix, P.E., Assistant County Administrator, Infrastructure (5 Minutes) |
| ITEM BACKGROUND: |
| The County paved Fish Haul Road as part of contract 44 in the 2013–2014 timeframe. Beaufort County obtained Right of Way Easements associated with the paving project, but formal instruments of ownership were not obtained from parcel R510 004 000 0410 0000 more specifically identified on attached exhibit “A”. |
| PROJECT / ITEM NARRATIVE: |
| The current property owners of parcel R510 004 000 0410 0000 have submitted a request to have the County bring this section of Fish Haul Road into the County Road Inventory. Beaufort County currently maintains the entire road and acceptance of the Right of Way conveyance would formalize the County’s interest in the road. |
| FISCAL IMPACT: |
| None |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends acceptance of 50’ ROW from owner of parcel R510 004 000 0410 0000 |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve/deny/amend an ordinance authorizing the county administrator to execute any and all documents necessary to accept right of way on Fish Haul Road. |
| Next Step – two readings and a public hearing from County Council |

ORDINANCE 2024/_____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD**

WHEREAS, Beaufort County (“County”) paved Fish Haul Road as part of contract 44 in the 2013–2014 timeframe. The County obtained Right of Way Easements associated with the paving project, but formal instruments of ownership were not obtained from parcel R510 004 000 0410 0000 more specifically identified on attached exhibit “A”; and

WHEREAS, the current property owners of parcel R510 004 000 0410 0000 have submitted a request to have the County bring this section of Fish Haul Road into the County’s Road Inventory. Beaufort County currently maintains the entire road and acceptance of the Right of Way conveyance would formalize the County’s interest in the road.

WHEREAS, it is in the best interest of the Fish Haul Road community and the County to accept the property from the property owners to perfect the right of way.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council hereby authorizes the County Administrator to execute any and all documents necessary to accept conveyance of a 50’ wide Right of Way on the above referenced parcel on Fish Haul Road.

ADOPTED this _____ day of _____, 20____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

(Exhibit "A")
R510-004-0410
Fish Haul Rd

Activity:
Formalization of
County Interest in
County Maintained
Road

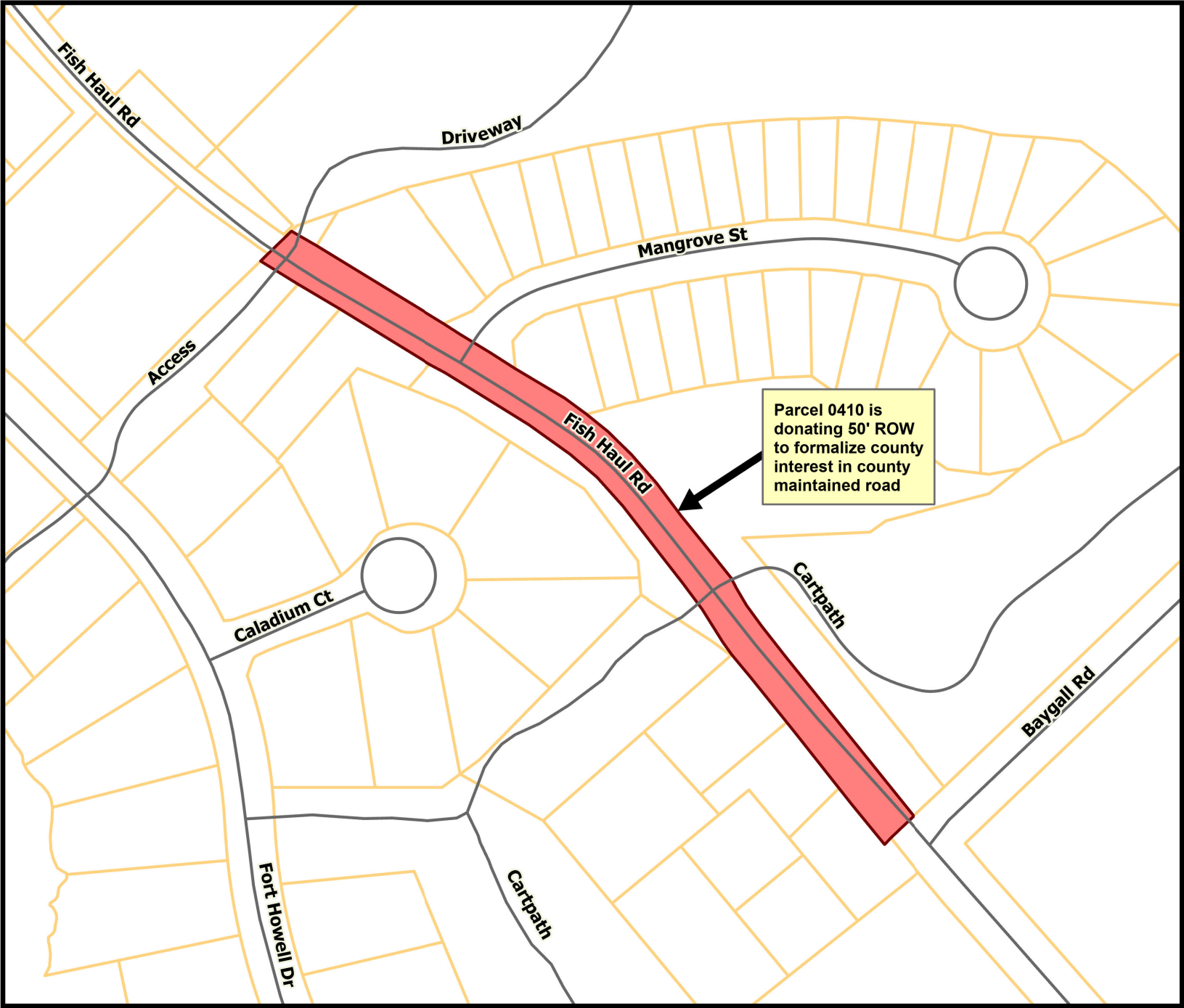
Township:
Hilton Head
Island

Legend

Parcel 0410

Parcels

Streets



1 inch = 168 feet

HELEN BACON HESTER

14 EAST STATE STREET
SAVANNAH, GA 31401

181 BLUFFTON RD, SUITE C-104
BLUFFTON, SC 29910

P.O. BOX 10105
SAVANNAH, GA 31412-0305

PHONE 912.233.2251
FAX 912.235.5464
EMAIL hhester@wswgs.com

May 20, 2024

Beaufort County Right of Way Manager
104 Industrial Village Rd., Bldg 3
Beaufort, SC 29906

Re: Road Acceptance Letter – Portion of Fish Haul Road, TMS# R510 004 000 0410 0000

Dear Sir/Madam:

This Firm represents Fish Haul Road Holdco, LLC which currently owns the portion of Fish Haul Road located in Beaufort County that is referenced above (the "Roadway"). I have enclosed a copy of the recorded quitclaim deed conveying the Roadway for reference. My client requests that the County accept the right of way for the Roadway and include it in the County's maintenance inventory. It appears that the County has already accepted the right of way for the remainder of Fish Haul Road.

A copy of my client's application is enclosed herein. Please let me know if you have any questions or if additional information is needed at this time.

Sincerely,


Helen Bacon Hester

Enclosures

BEAUFORT COUNTY, SOUTH CAROLINA
ROAD ACCEPTANCE APPLICATION

Item 11.

TO: Patty Wilson
Right of Way Manager
Beaufort County

FROM: Property Owner(s) of portion of Fish Haul Road, TMS# R510 004 000 0410 0000, Beaufort, SC

DATE: May 20, 2024

We, the undersigned property owners with land adjoining the above referenced street/road, do hereby petition Beaufort County to accept this private road into the County Road System for scheduled maintenance and repair. We have read Beaufort County Policy Statements 15 and 17 and understand that:

1. This application will be presented to Beaufort County Council and if it is accepted we will be required to grant the County a 50' wide right-of-way, including the existing roadway **and** whatever additional land is required to assemble a 50' right-of-way, and existing or proposed drainage easements necessary for adequate drainage. By signing below, we hereby agree to do so.

2. By signing this petition, we are giving employees of Beaufort County permission to enter our property for the purpose of surveying the new right-of-way and any existing or proposed drainage easements.

3. One Hundred Percent (**100%**) of the owners of property which adjoins the right-of-way must sign this application in order for it to be presented to the Public Facilities Committee and County Council for consideration.

4. We understand that the road will be designated for public use.

Fish Haul Road Holdco, LLC c/o Helen Hester, Esq.

Name (Print) _____
Name (Signature) _____
WSWGS, 14 East State Street
Address _____
Savannah, GA 31401
City, State, Zip Code _____
(912) 233-2251 / hhester@wswgs.com
Day Time Phone Number/Email Address _____
TMS# R510 004 000 0410 0000
Lot or Parcel Number _____

Name (Print) _____
Name (Signature) _____
Address _____
City, State, Zip Code _____
Day Time Phone Number/ Email Address _____
Lot or Parcel Number _____

Name (Print) _____
Name (Signature) _____
Address _____
City, State, Zip Code _____
Day Time Phone Number/Email Address _____
Lot or Parcel Number _____

Name (Print) _____
Name (Signature) _____
Address _____
City, State, Zip Code _____
Day Time Phone Number/Email Address _____
Lot or Parcel Number _____

NOTE: Please return this application to:
Right of Way Manager
104 Industrial Village Rd, Building 3
Beaufort SC 29906

Return recorded document to:

Helen Hester, Esq.
Weiner, Shearouse, Weitz, Greenberg & Shawe
181 Bluffton Road, Suite C-104
Bluffton, South Carolina 29910

STATE OF SOUTH CAROLINA

QUITCLAIM DEED

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, that **TORSOUTH CORPORATION** (hereinafter, the "Grantor"), in consideration of the sum of Ten and NO/100 Dollar (\$10.00), to it in hand paid at and before the sealing of these presents by **FISH HAUL ROAD HOLDCO, LLC** (hereinafter the "Grantee"), whose address is 14701 Phillips Hwy., Suite 300, Jacksonville, FL 32256, and no other consideration to the Grantor, has remised, released and forever quit claim unto the said Grantee, its successors and assigns the following described property, to-wit:

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, and being shown and designated as **FISH HAUL ROAD 50' R/W** on that certain plat entitled "A Subdivision Plat for The Estuary, A Portion of Fish Haul Road Area, Palmetto Hall Area", said plat, dated April 8, 2019, prepared by Michael R. Dunnigan, SCRLS No. 11905, Coastal Surveying Co., Inc., and recorded in Plat Book 153, Page 122, in the Office of the Register of Deeds for Beaufort County, South Carolina (the "Plat"). For a more particular description of said parcel, reference is made to said Plat of record.

This being a portion of the property conveyed to Torsouth Corporation by Deed from Village Park Homes, LLC dated May 25, 2018 and recorded June 5, 2018 in Book 3673, Page 1363, in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMS #s: TMS # R510-004-000-0410-0000.

This deed was prepared by the law firm of Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP, 181 Bluffton Road, Suite C-104, Bluffton, South Carolina 29910 without benefit of title exam.

TOGETHER with all and singular, the rights, members, hereditament and appurtenances to the said premises belonging, or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Grantee, its successors and assigns free and clear of any claim or claims by the Grantor or any person claiming under or through it.

WITNESS Grantor's hand and seal, this 24 day of April, 2024.

TORSOUTH CORPORATION

BY: C. Shuir

ITS: Treasurer

Signed, sealed and delivered in the presence of:


Mary T. Goldfuehl
Signature of 1st Witness

[Signature]
Signature of Notary Public / 2nd Witness

ACKNOWLEDGMENT

I, Maria Belbas Parker the undersigned Notary Public do certify that
Carolyn Oliver, Treasurer OF TORSOUTH
CORPORATION personally appeared before me this day of and acknowledged the due execution of the foregoing
instrument.

Witness my official seal this 24 day of April, 2024.


Notary Public for South Carolina
Maria Belbas
Commission Expiration Date: 5/30/2028

[NOTARIAL SEAL]

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

AFFIDAVIT OF TRUE CONSIDERATION AND
CLAIM FOR EXEMPTION FROM RECORDING FEES

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is Fish Haul Road 50; R/W, Estuary S/D, BEAUFORT County, SC, being Tax Map Number # R510-0047-000-0410-0000, was transferred by TORSOUTH CORPORATION to FISH HAUL ROAD HOLDCO, LLC on April 24, 2024.
3. Check one of the following: The deed is
 - a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c) ☒ exempt from the deed recording fee because (See Information section of Affidavit): CODE §12-24-40 (1) (If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check: Yes ☐ or No ☐

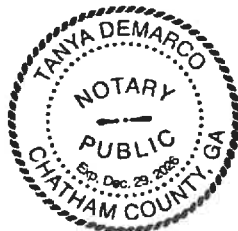
4. Check on of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this Affidavit):
 - a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
 - b) ☐ The fee is computed on the fair market value of the realty which is _____.
 - c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenant, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If a Yes, the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - a) Place the amount listed in item 4 above here: \$0.00
 - b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here)
 - c) Subtract Line 6(b) from Line 6(a) and place result here: _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Managing Member of Transferor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

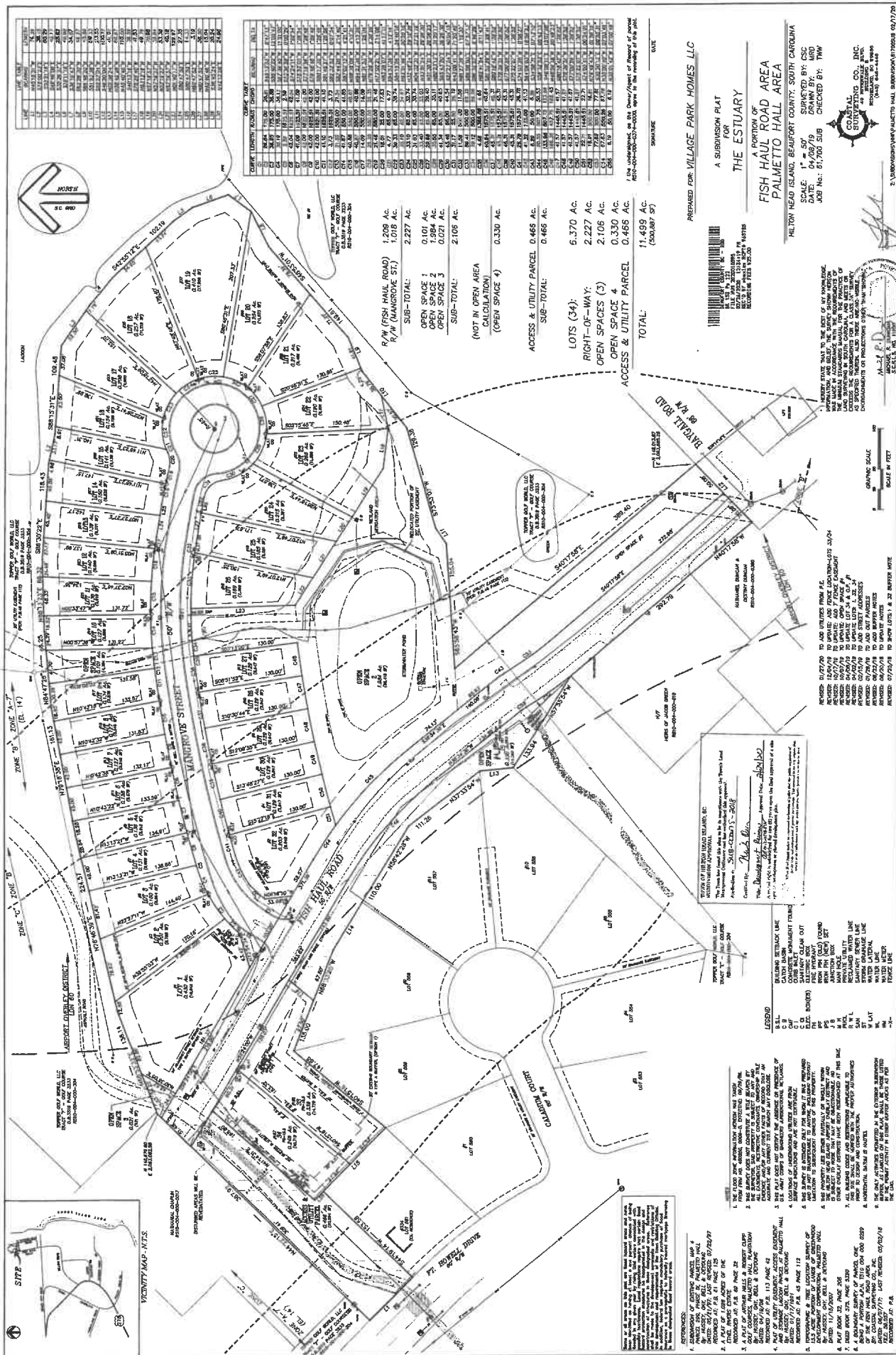
Helen Hester
Helen Hester

Sworn to before me this 3rd day of May, 2024.

Tanya Demarco
Notary for the State of Georgia,
County of Chatham

My commission expires:







BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

| |
|--|
| ITEM TITLE: |
| An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island. (\$10,000) |
| MEETING NAME AND DATE: |
| Public Facilities & Safety Committee Meeting 10-21-2024 |
| 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. Middleton, who did not accept the offer. County Council approved Resolution 2024/31 authorizing the County Administrator to pursue condemnation. Mr. Middleton has decided to accept the \$10,000 offer so condemnation is no longer necessary. |
| PROJECT / ITEM NARRATIVE: |
| Legal staff has requested this item go through the ordinance process prior to releasing funds to Mr. Middleton for acquisition of parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island. |
| FISCAL IMPACT: |
| <i>Accepted offer of \$10,000 to be funded by 1000-30-1301-54400 with an available balance of \$10,000.</i> |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Approval to formalize Right of Way interests 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 ordinance authorizing the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island. |
| Next Step – three readings and a public hearing from County Council |

ORDINANCE NO. 2024/

An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's 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. Middleton who did not accept the offer; and

WHEREAS, County Council approved Resolution 2024/31 authorizing the County Administrator to pursue condemnation on R200 011 000 0007 0000; and

WHEREAS, Mr. Middleton has now decided that he is willing to accept the \$10,000 offer for the named Right of Ways associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island, so condemnation is no longer necessary; and

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

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council hereby authorizes the County Administrator to execute any and all necessary documents for the acceptance of Right of Way properties 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 COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

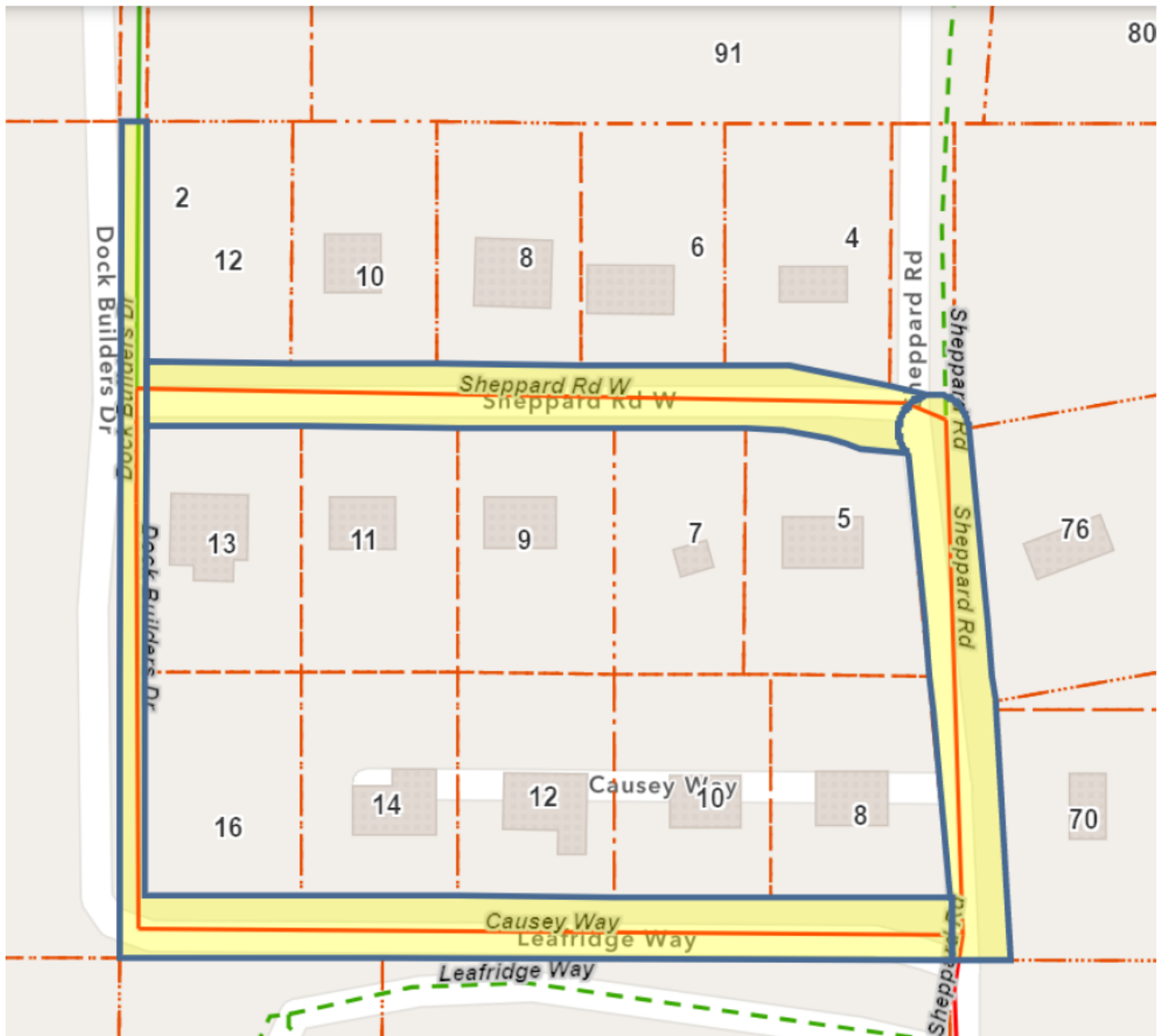
Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

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. There are no curbs, gutters or sidewalks.

2302-03

**ABBREVIATED APPRAISAL
SUMMARY REPORT**

OF

**1.92 ACRE TRACT PAVED STREET RIGHT-OF-WAY
SHEPPARD RD., CAUSEY WAY, DOCK BUILDERS DR.
LADY'S ISLAND
BEAUFORT, SC 29902**

FOR

**MR. NEIL DESAI
PUBLIC WORKS DIRECTOR
BEAUFORT COUNTY
BEAUFORT, SC 29901
nilesh.desai@bcgov.net**

**EFFECTIVE DATE OF APPRAISAL
AS OF: FEBRUARY 24, 2023**

BY

**GEORGE R. OWEN, MAI
CERTIFIED GENERAL APPRAISER
7 CLAIRE'S POINT RD.
BEAUFORT, SC 29907**

DATE REPORT ISSUED: MARCH 1, 2023

March 1, 2023

MR. NEIL DESAI
PUBLIC WORKS DIRECTOR
BEAUFORT COUNTY
BEAUFORT, SC 29901
nilesh.desai@bcgov.net

RE: Vacant Land - 1.92 acres, Street R.O.W., Beaufort, SC
Parcel ID: R200 011 000 0007 0000

Dear Mr. Desai:

In accordance with your request, I have completed an appraisal of market value of the referenced property as of February 24, 2023 (the date of field inspection). To the best of my knowledge, this appraisal conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice adapted by the Appraisal Standards Board of the Appraisal Foundation. Market value is defined in the attached report.

I have utilized the sales comparison approach in estimating the value of the subject land as it exists today. The results produced by the analysis of the sales, listings for sale, and the market in general resulted in a final estimate of as-is market value of the fee simple interest as follows

| | |
|----------------------------------|-----------------|
| Value Estimate Rounded to | \$10,000 |
|----------------------------------|-----------------|

The 1.92 acre estimated area is the figure used for valuation, based on the Assessor's records. In the event that a subsequent survey reveals a land area which is significantly different, the appraiser reserves the right to amend the value conclusion.

Mr. Neil Desai

March 1, 2023

Page 2

The property included in the appraised value comprises land plus infrastructure only. No buildings, equipment or personal property are included.

Inspection of the subject property did not reveal any apparent or suspected environmental hazards. However, it must be recognized that the appraiser is not an expert in environmental matters; a qualified expert should be retained in the event that an environmental analysis is required. The subject property is located within a minimum risk flood hazard zone.

There is additional information regarding the subject property and the market, which is retained in the appraiser's work file, which is incorporated herein by reference. This report is made subject to the assumptions and limiting conditions summarized on the pages following the main text of the report.

I urge a careful reading of the appraisal report. My invoice for services rendered is sent separately. I appreciate this opportunity to be of service.

Sincerely,

George R. Owen, MAI
Certified General Appraiser
South Carolina License #5064

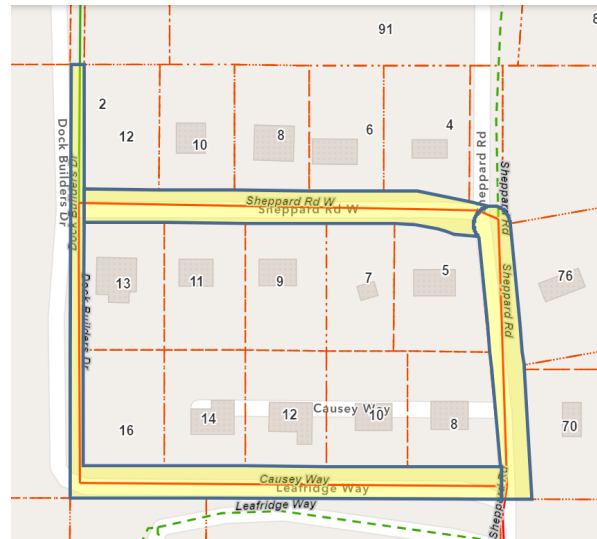
*Electronically signed for e-mail transmission



IDENTIFICATION OF PROPERTY

The property being appraised, hereinafter known as the subject property of this report, comprises a 1.92 acre tract comprising the paved street right-of-way shown on the reference Plat included below. The Assessor parcel ID for the subject is the following:

R200 011 000 0007 0000.



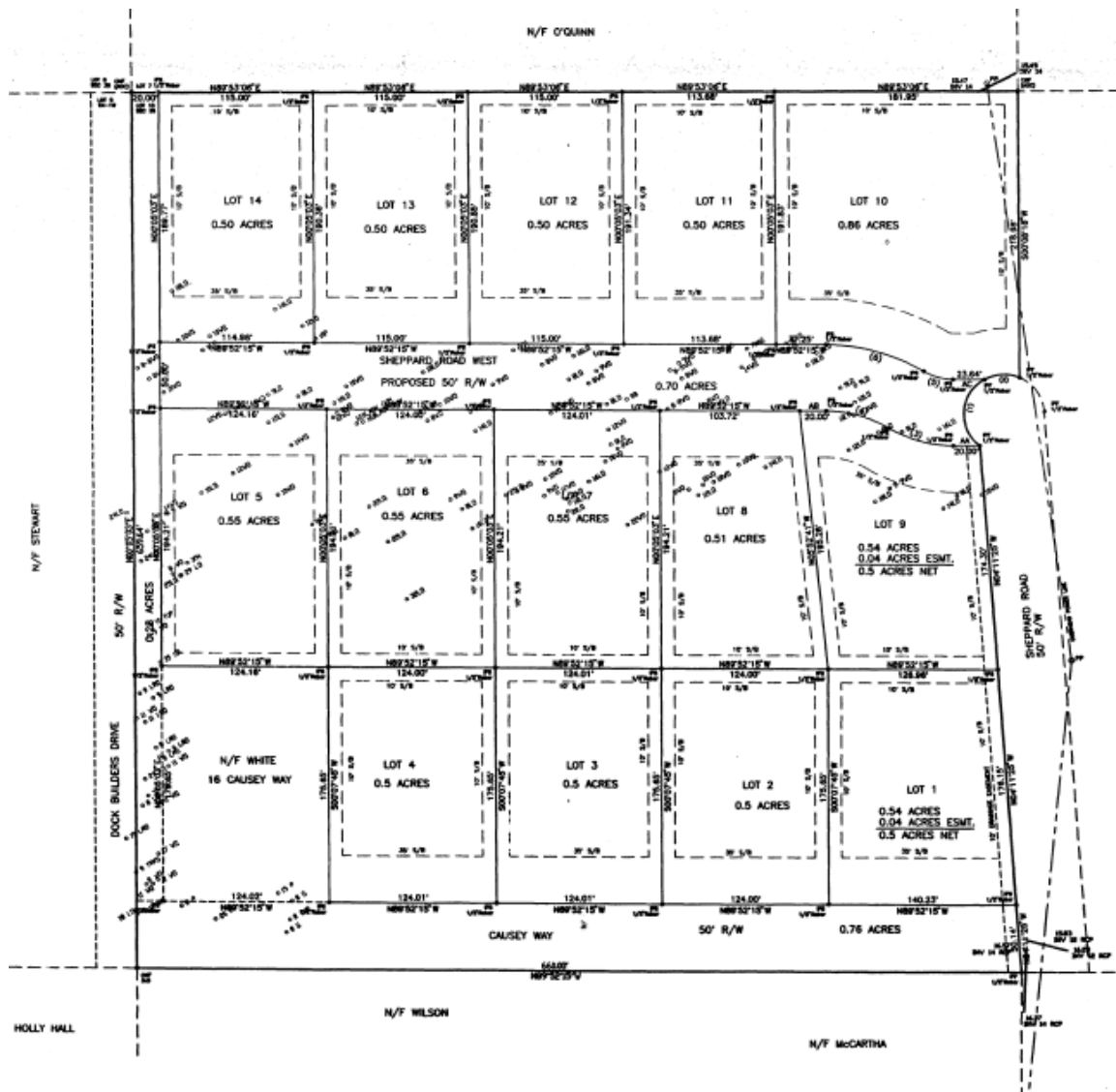
Subject photographs, legal description, site survey and other pertinent information are included in the body or Appendix of this report.

LEGAL DESCRIPTION OF TRACT

All that certain piece, parcel or lot of land, situate, lying and being in McKee's Place Subdivision on Lady's Island, Beaufort County, South Carolina, consisting of a road buffer a portion of Sheppard Road, Sheppard Road West, and Causey Way as shown and designated on that certain plat prepared for Duncan O'Quinn by Davis S. Youmans, RLS, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 63 at Page 90.

This is the same lot of land sold at the delinquent tax sale of
October 5, 2020, for delinquent **2019** taxes in the name of
O QUINN ROBERT DUNCAN III CAROL R JTROS

DMP: R200 011 000 0007 0000



Recorded Plat

INTENDED USE /INTENDED USER OF THIS APPRAISAL

This appraisal is reportedly to be used by the client for evaluation of a possible acquisition from the private owner, Donald Middleton. The client/intended user of the report is the Beaufort County Public Works Dept., Beaufort, South Carolina.

OWNER OF RECORD

The owner of record is Donald Middleton.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate market value, as defined, as of February 24 2023, the date of latest field inspection. Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under typical market conditions.

PRIOR TRANSFER

The subject property's most recent meaningful prior transfer was by a tax sale on 1/12/2022 for a price of \$1,600. The Beaufort County Treasurer conveyed the property to Donald Middleton as recorded in Deed 4108/1625. A copy of the deed is contained in the Appendix.

OWNERSHIP INTEREST APPRAISED

The property rights being appraised are fee simple. Fee simple is defined as "an absolute fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation. An inheritable estate."

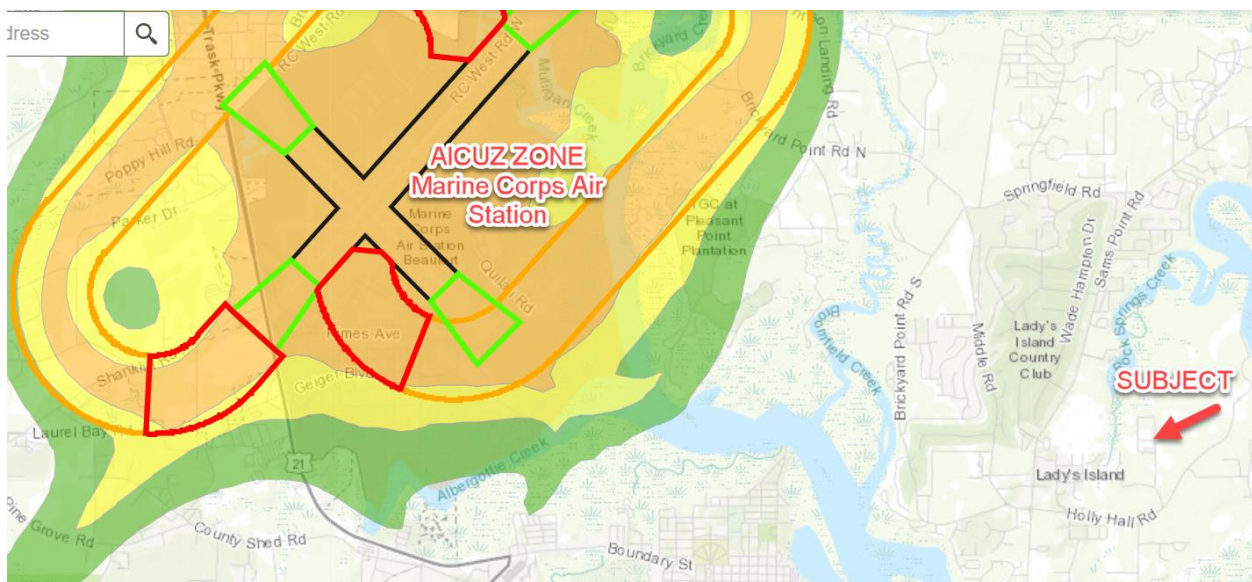
The above definition is from the Sixth Edition of The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, Chicago.

SCOPE OF THE APPRAISAL

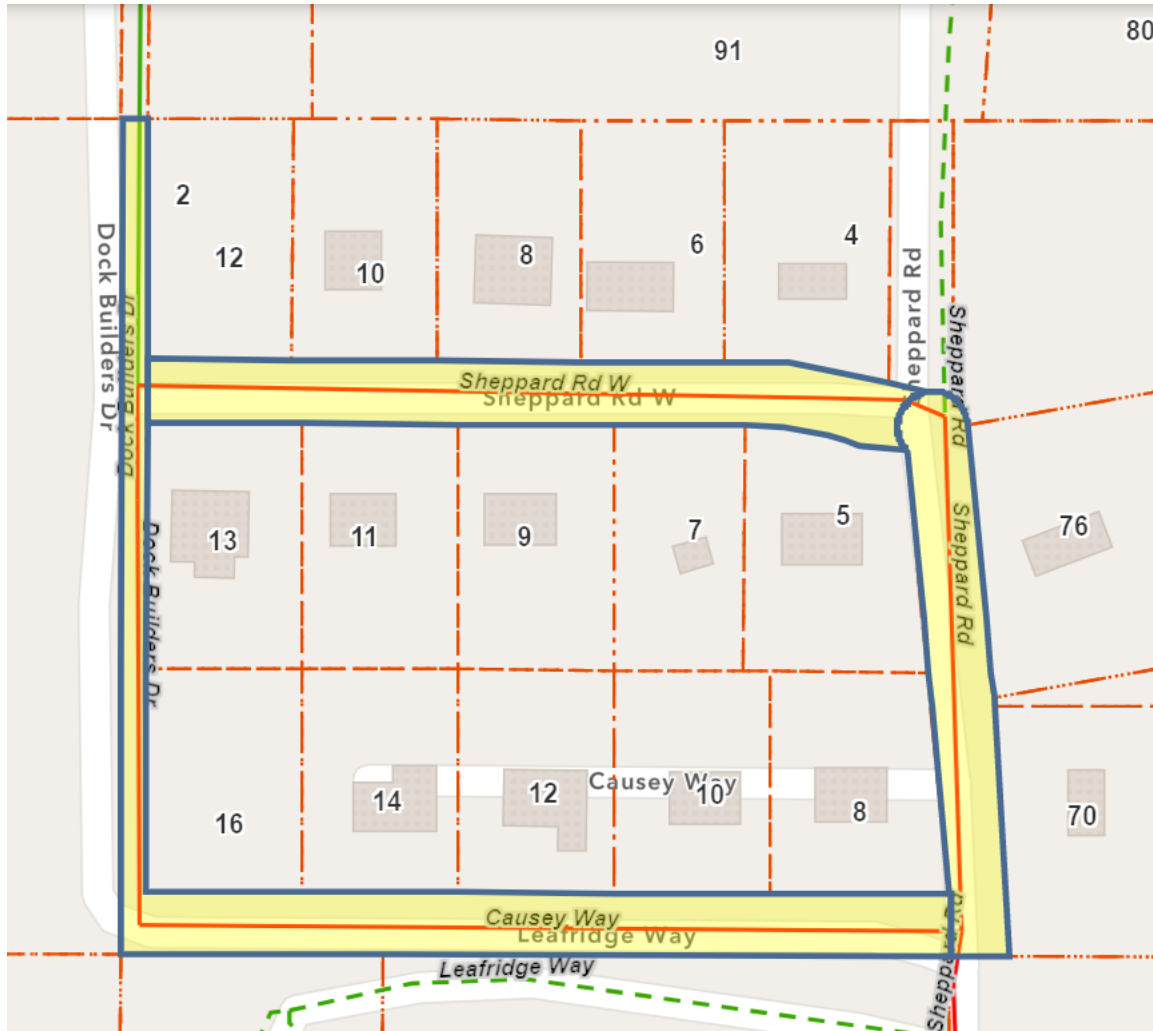
The scope of this appraisal focused upon the collection, confirmation and analysis of data to estimate market value for the subject property.

NEIGHBORHOOD REMARKS

The general location of the property is the McKee's Place neighborhood, lying north of Holly Hall Road. The subject site is located in and around McKee's Place Subdivision. This small enclave of newer homes comprises modest neighborhood of 15 lots of about ½ acre in size improved with homes. Most of the homes were built in the late 1990's up to 2006. This area is somewhat out-of-the-way but it gives residents a desirable sense of quiet and privacy, away from heavily trafficked thoroughfares. Also the subject is not in the AICUZ Zone. The most recent resales of homes in the subdivision were at prices of \$320,000 to \$325,000.

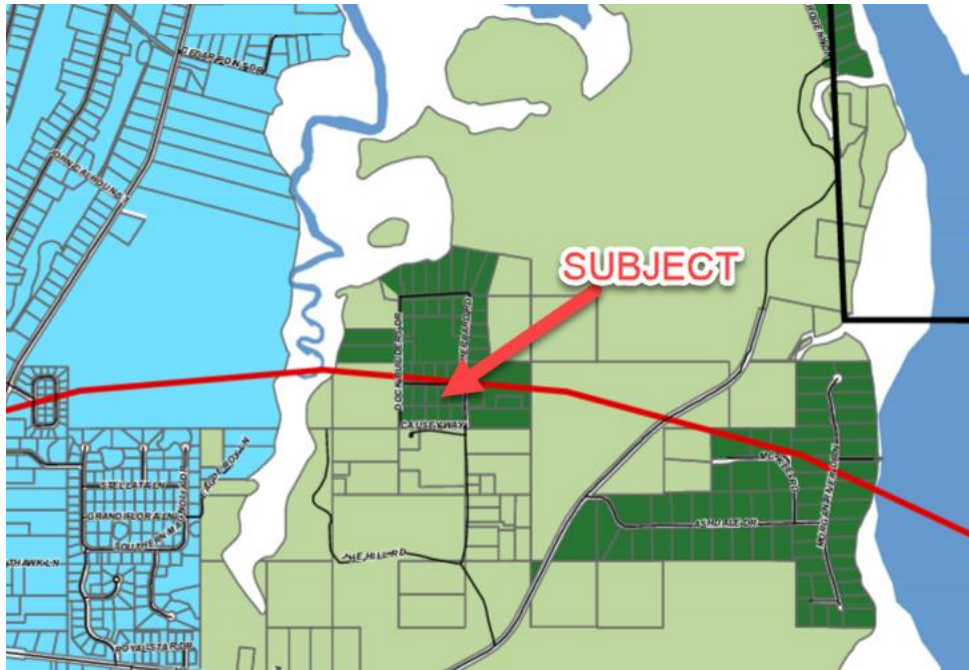


PROPERTY DESCRIPTION



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. There are no curbs, gutters or sidewalks. The width of the R.O.W. is 50'. This right-of-way would not be considered practically buildable, and has utility only as streets. The lots in McKee Place are served by underground wiring.

Zoning Excerpt from County zoning map for Lady's Island shown below.



The County zoning map shows the zoning to be  T2 Rural Neighborhood [T2RN]

The 1.92 acre estimated area will be the figure used for valuation. In the event that a subsequent survey reveals a land area which is significantly different, the appraiser reserves the right to amend the value conclusion. Photos are shown in the Appendix.

Municipal Services/Infrastructure

The site is currently served by City of Beaufort utilities including electricity (Dominion Energy) and water (BJWSA). Homes in area utilize septic tanks. Fire and police protection are provided by the City or County.

Topography/Drainage

Topography of the site is essentially level and at or above road grade.

Easements

There are overhead powerline easements bordering the site. This easements are judged not to have an adverse effect on value.

HIGHEST AND BEST USE

Considering the practical considerations discussed above, the highest use of the subject appears to be to serve as streets for the McKee Place Subdivision. It is valued accordingly.

VALUATION METHODOLOGY

The appraiser researched sales of land in the immediate and general area to form a basis of comparison and valuation (the direct sales comparison approach to value). The focus was on right-of-way purchases by the County or the City of Beaufort. The sales selected for analysis and comparison are presented below in spreadsheet form. The deed records and plats for each sale are retained in our files.

Table 1.

| <u>Sales Considered Pertinent to Valuation of Sheppard Rd. Tract</u> | | | | | | |
|--|------------------|------------------|--------------|----------------|----------------|---|
| <u>Rights-of-Way or small strips of land</u> | | | | | | |
| <u>Location</u> | <u>Date sold</u> | <u>Deed Ref.</u> | <u>Price</u> | <u># acres</u> | <u>Pr/acre</u> | <u>Remarks</u> |
| 1. New road off Lost Island Rd. to U.S. 21, Lady's Island | 11/16/2022 | 4198/1983 | \$300 | 0.002 | \$150,000 | Graden Co. sold to Beaufort County, new road ties in with Airport Circle |
| 2. adj. to 1307 Charles St. | 12/4/2020 | 3942/2769 | \$10 | 0.12 | \$83 | Strip of land 30' wide by 131' deep City of B. to owner Laura Achurch |
| 3. Kline Circle off Keans Neck Rd. | 11/16/2022 | 4198/1972 | \$10 | 0.004155 | \$2,407 | Portion of R.O.W. of Kline Circle deeded by Hill family to Beaufort County |
| 4. adj. to 2732 Depot Rd. and old train station | 12/22/2020 | 3950/2388 | \$10 | 0.03903 | \$256 | Quitclaim by BIV, LLC (Merritt Patterson) to City of Beaufort, strip 10' x 170' |
| 5. portion in West St. and Scott St. off Craven St. | 9/6/2022 | 4179/2759 | \$5 | 0.982 | \$5 | Quitclaim of portion of street R.O.W. in downtown Beaufort, SCDOT to C.O.B. |
| 6. Bluffton Pkwy. At Flat Creek Drive and River Ridge Drive | 8/19/2022 | 4175/809 | \$10 | 0.079 | \$127 | Strip of R.O.W. quitclaimed by Hampton Lake Comm. Assoc. to Beaufort County |

Table 2.

| <u>Land Sales in Neighborhood of Subject</u> | | | | | | |
|--|------------------|------------------|--------------|----------------|----------------|---|
| <u>Location</u> | <u>Date sold</u> | <u>Deed Ref.</u> | <u>Price</u> | <u># acres</u> | <u>Pr/acre</u> | <u>Remarks</u> |
| 1. 35 Sheppard Rd. at The Hill Rd. | 2/11/2021 | 3970/2401 | \$40,000 | 5.00 | \$8,000 | Heavily wooded tract, no direct road frontage |
| 2. 67 Holly Hall Rd. | 4/8/2022 | 4134/784 | \$100,000 | 8.06 | \$12,407 | Heavily wooded tract |
| 3. Roseida Rd. at Laurel Bay Rd. | 4/28/2022 | 4140/2564 | \$125,000 | 21.29 | \$5,871 | 3-parcel assemblage of wooded land in Burton |

Discussion

The first table shows sales of rights-of-way or small strips of land to either the City or the County of Beaufort. The second table shows a few ordinary land sales conveyed at arms-length between buyer and seller. The 6th column in each table shows the price-per-acre for each selected sold property.

The sales in Table 1. show that small strips of R.O.W. are typically quitclaimed by the owner to the City or County for a nominal consideration of \$5 or \$10. The only anomaly in this table is Sale 1. In this case the price paid was based on the per-acre appraised value of the adjacent commercial acreage, located across the street from the WalMart complex.

In Table 2, Sales 1 and 3 might be considered inferior to the subject, whereas sale 2 would be considered locationally superior. A midpoint value would be, say, \$10,000 per acre for the subject 1.92 acre tract. No premium is added for the paving, since the County paid to pave the R.O.W.

But the subject, being a street right-of-way parcel, has far less utility than acreage tracts having a potential as new building sites. The only practical use of the subject is to remain a functioning paved street right-of-way serving the small McKee Place neighborhood. Accordingly, the subject was valued at a discount. Specifically, since it was concluded that a representative land price for acreage in this neighborhood is \$10,000 per acre, the

appraiser judges that a 50% discount is reasonable. The discount reflects the perceived limited utility of the site.

Accordingly, after due consideration of the market data presented, the appraiser has concluded an appropriate valuation of \$5,000 per acre for the subject. The value is therefore estimated as follows:

| | |
|---|-----------------|
| 1.92 acres valued @ \$5,000 per acre = | \$9,600 |
| Reasonably rounded to | \$10,000 |

The date applicable to the valuation is February 24, 2023.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal is made under the assumption that title to the property is merchantable. Easements, restrictions, encroachments or other limitations upon value not mentioned in the report have not been considered.
2. Information regarding sales of comparable properties was obtained from reliable sources and is believed by the appraiser to be accurate. Reliability of such information cannot, however, be guaranteed.
3. Plats and other drawings, if included, are to assist the reader in visualizing the property, and while they are believed to be accurate, their correctness cannot be guaranteed.
4. Information concerning taxes and other financial data was supplied to the appraiser by others. It is believed to be reliable and accurate but cannot be guaranteed by the appraiser.
5. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
6. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.
7. Inherent in the approaches to value is the assumption that the property will enjoy prudent management, with appropriate financial strength and skills, and that information provided to the appraiser by the owners concerning financial projections are reasonably accurate. The appraiser assumes that existing tax legislation will remain the same as it is on the date of the appraisal unless changes are specifically discussed in the body of the report.
8. The value estimate includes all building improvements and land. Excluded are all inventory, spare parts, office equipment and furniture, and all other items considered to be personal property.

9. The appraisal assumes, for purposes of valuation, that all land is held in fee simple ownership, unencumbered. No leases or bond-financing arrangements were considered in value.

10. The appraiser is not required to testify or appear in court on matters discussed herein, unless subsequent agreement is made for such services.

11. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

1. That statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Appraisal Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this report.
11. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
12. My license status is active in the State in which the subject property is located.

George R. Owen

George R. Owen, MAI
Certified General Appraiser

Date: March 1, 2023

QUALIFICATIONS OF GEORGE R. OWEN, MAI
REAL ESTATE APPRAISER AND CONSULTANT
LICENSED/CERTIFIED GENERAL APPRAISER

Experience

Principal, George R. Owen, Certified General Appraiser, 7 Claire's Point Rd., Beaufort, SC 29907. Practicing in Beaufort since 2004. Previously 32 years experience in Memphis, Tennessee. Assignments have included appraisals for mortgage loan purposes, appraisals for court testimony, condemnation appraisals, and appraisals for a large variety of institutional, individual and corporate clients. My practice excludes single family residential. I am currently licensed in South Carolina.

Types of properties appraised include:

Shopping Centers
 Commercial Fast-food Operations
 Service Stations/Convenience Stores
 Warehouses/Industrials
 Service/Showroom
 Office Buildings

Large & Small Apartment Projects
 Downtown Rehab Projects
 Truck Terminals
 Carwashes

Nursing Homes/Congregate Care
 Subsidized Housing
 Vacant Land
 Subdivisions
 Heavy and Light Industrials
 Savings & Loan Institutions

Bank Properties
 Mobile Home Parks
 Condemnations, partial takings, etc.
 Church Properties

Appraisal clients served include:

Corporate

Anheuser-Busch
 AutoZone, Inc.
 Bemis Corporation
 Burger King
 Care Inns, Inc
 Cargill, Inc
 Clopay Corporation
 Digital Equipment Company
 Exxon Corporation
 Graceland/Elvis Presley Enterprises
 Holiday Inns
 JiffyLube Corporation
 Krispy Kreme Division,
 Beatrice Foods Corporation
 Kemmons Wilson, Inc
 Loeb Properties
 McDonald's Corporation
 Railroad
 Ralston-Purina Corporation
 Sanyo Corporation
 SPL Corporation
 Sprint Petroleum

Banks

Bank of America
 South Carolina Bank & Trust
 Lowcountry National Bank
 Wachovia Bank
 First Commercial Bank
 First Tennessee Bank
 Financial Federal Savings Bank
 Bank of America (Atlanta)
 Regionsbank
 National Bank of Commerce
 NationsBank
 Nat. City Bank, St. Louis, MO
 Woodlands Bank
 Palmetto Federal Bank
 Ameris Bank
 Sunburst Bank
 SunTrust Bank (Nashville)
 Third National Bank (Nashville)
 Islands Community Bank
 Union Planters National Bank
 Huntington Bank, Cleveland, OH
 BankOne (New Orleans)
 BB&T

George R Owen, MAI

Page 2

Developers/Entrepreneurs

Alco Properties
 Aldrich Investment Company
 303 Associates
 Ampco, Inc.
 Belz Enterprises
 Boyle Investment Company
 Culp & Assoc., Knoxville, TN
 Fogelman Companies
 H. Lance Forsdick Properties
 Henry Turley Company
 Jetero Properties
 Joyner, Heard & Jones
 Kemmons Wilson Companies
 Loeb Enterprises
 McCullar Realty

Receiver

McNeil Investment Co

County

Patterson Construction

Patton & Taylor

Peck Industries
 Syncorp
 Tesco Development
 Trammell Crow Companies
 Trezevant Properties
 Gibson Builders

Institutional

West TN Business College
 Rhodes College
 Grace - St. Luke's Episcopal Church
 The Trust for Public Land

Law Firms

Burch, Porter & Johnson
 Hardison, McCarroll, Cook & Cannon
 Heiskell, Donelson, Bearman, Adams
 Williams & Kirsch
 Lawler, Humphreys, Dunlap & Wellford
 Stokes, Kimbrough, Grusin & Kiser
 Blanchard Tual, Attorney
 Waring Cox Attorneys
 Harvey & Battey, Attorneys
 Julian S. Levin, Attorney

Governmental

City of Beaufort, SC
 City of Germantown, TN

 City of Memphis/ R.O.W. Dept
 Federal Deposit Ins. Corp .
 Federal Sav. & Loan Ins. Corp
 Resolution Trust Corporation
 Memphis Light, Gas & Water
 Shelby County R.O.W. Dept
 State of TN R.O.W. Dept
 U. S. Postal Service
 Veterans Administration
 Tennessee Valley Authority
 U.S. Department of the Navy
 U.S. Federal

Beaufort

Loan Underwriting

Connecticut General Life Ins
 Federal National Mtg. Association
 F.M. Crump & Co.
 Holliday, Fenoglio & Tyler
 The Latham Company
 Lexington Properties
 Mortgage Guaranty Ins. Corp
 Ward & Company
 Washington National Ins. Co.
 Fogelman-Beaty Mortgage Co.
 The Money Store

Insurance Companies

Capital Holding Company
 Connecticut General Life Insurance
 Delta Life & Annuity
 Mutual of New York - Real Estate
 Ohio National Life Insurance Co
 Jefferson Pilot Life Insurance Co
 Southern Farm Bureau Insurance
 Washington National Insurance
 Safeco Life Insurance Company
 Protective Life Corporation
 Pacific Mutual Life Insurance Co.
 Farm Bureau Life Insurance Co.

Page 3

Organizations

MAI, Member of Appraisal Institute *Currently Certified (Certif. No. 6189)
Past President, Memphis Chapter #51, Appraisal Institute.

Licenses

SC: Certified General Appraiser (No. 5064) Certified through 6/30/2024

Education

Master of Business Administration, 1971, University of Virginia
Master of Science, 1966, Rice University
Bachelor of Science, 1964, Vanderbilt University
Recertification Program of Appraisal Institute –Certified through 12/31/2022
Lifetime commitment to continuing education at local universities

Additional Assignments (partial list)

Residence Inn, Spartanburg, SC; Ramada Inn, Rock Hill, SC
Holiday Inns, Grenada, MS; Frankfort, KY; Franklin, TN
Lagniappe Inns, Cincinnati, OH; Columbus, OH; Nashville, TN
La Quinta Inns, Nashville, TN; Lexington, KY; other locations in GA, TX, and OK
Potential development property, Back Bay, Biloxi, MS
Automobile Dealerships, Vicksburg, MS; Jackson, TN
Condominium feasibility study, Indianapolis, IN
Limited condominium feasibility study, Birmingham, AL
Apartment Project, Birmingham, AL
Old English Inn; West Tennessee Business College; Jackson, TN
Industrial Plants, various towns in west Tennessee, north Mississippi, Arkansas, South Carolina
Louisville Freezer/American Cold Storage, Louisville, KY
Haygood Truck & Trailer Parts, Chattanooga TN & Birmingham, AL

Contact Information

George R. Owen, MAI
7 Claire's Point Rd.
Beaufort, SC 29907
Cell 843 271 2481
E-mail: georgeowen84@gmail.com

Last Updated 4/2/2022

PHOTOGRAPHS – views of the R.O.W.







Typical home in McKee Place

3/15

RECORDED
2022 Apr -21 08:27 AM
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 4108 Pgs 1625-1627
FILE NUM 2022005122
01/25/2022 01:23:59 PM
REC'D BY Fienkins RCPT# 1074272
RECORDING FEES: \$15.00
County Tax \$2.20
State Tax \$5.20

THE STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TAX TITLE BY THE TREASURER

NOT WARRANTY TITLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the provisions of Title 12, Chapter 51, Section 10 through 170 of the South Carolina Code, 1976, as amended, entitled "Alternate procedure for Collection of Property Taxes" duly enacted by the General Assembly of the State of South Carolina, provide an additional method and procedure for the collection of delinquent property taxes, penalties and costs due to counties and other political subdivisions of the State; and

WHEREAS, the provisions of the aforesaid Title 12, Chapter 51, Sections 10 through 170, authorize the levy by distress and sale of so much of the defaulting taxpayer's estate, real, or personal, or both, as may be sufficient to satisfy the taxes, penalties and costs of sale of property following proper advertisement of the property for sale; and

WHEREAS, I, MARIA WALLS, TREASURER OF BEAUFORT COUNTY, pursuant to the authority of the aforesaid provisions and amendments thereto, issued a warrant or execution in duplicate against O QUINN ROBERT DUNCAN III CAROL R JTROS, a defaulting taxpayer of said Beaufort County, to levy by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both as may be sufficient to satisfy the 2019 taxes and costs in the amount of \$117.47 and

WHEREAS, by virtue of said warrant or execution, Kimberly S. Chesney (authorized officer) did on June 3, 2020, mail a notice of tax delinquency under cover of certified mail, restricted delivery, return receipt to said delinquent taxpayer and this notice was not received; and

WHEREAS, (in the event the certified mail notice was undelivered) the authorized officer directed to collect delinquent taxes, penalties and costs did on August 5, 2020 take exclusive possession of the property against which such taxes were assessed by posting a notice at one or more conspicuous places on the property hereinafter described, reading "seized by The Beaufort County Treasurer to be sold for delinquent taxes"; and

WHEREAS, The Beaufort County Treasurer did thereafter properly advertise for sale once a week for three successive weeks for sale in September 2020; and

WHEREAS, upon the failure of the delinquent taxpayer, or anyone acting in his behalf, to pay the taxes, penalties and costs, the property described hereinafter was duly sold at public auction on the sales day of the month of October in the year 2020 during the usual hours of sale, to DONALD MIDDLETON, the purchaser and the highest bidder at such sale for the sum of \$1,600.00 and furnished the purchaser a receipt for such purchase money and annexed such receipt to the duplicate warrant for the endorsement thereon of his actions thereunder; and

WHEREAS, under cover of certified mail, restricted delivery, return receipt, Kimberly S. Chesney, Tax Collector, did on September 3, 2021, mail a notice addressed O QUINN ROBERT

ADD DMP Record 4/20/2022 09:40:04 AM
BEAUFORT COUNTY TAX MAP REFERENCE

| Dist | Map | SMap | Parcel | Block | Weak |
|------|-----|------|--------|-------|------|
| R200 | 011 | 000 | 0007 | 0000 | 00 |

Book4108/Page1625 CFN#2022005122

DUNCAN III CAROL R JTROS that the property described on the notice had been sold for taxes and advising said owner if not redeemed by paying taxes, penalties and costs in the amount of **\$677.18** on or before **October 6, 2021**, a tax title would be issued to the successful purchaser at the tax sale; and was not redeemed; and

WHEREAS, twelve months have elapsed since the date of the sale for delinquent taxes, and the said **O QUINN ROBERT DUNCAN III CAROL R JTROS** or other parties interested after due notice have failed to redeem said property so sold.

NOW THEREFORE, I, **MARIA WALLS**, TREASURER OF THE COUNTY OF BEAUFORT, in consideration of the premises, and the sum of **\$1,600.00** to me by the said **DONALD MIDDLETON** have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **DONALD MIDDLETON**

All that certain piece, parcel or lot of land, situate, lying and being in McKee's Place Subdivision on Lady's Island, Beaufort County, South Carolina, consisting of a road buffer a portion of Sheppard Road, Sheppard Road West, and Causey Way as shown and designated on that certain plat prepared for Duncan O'Quinn by Davis S. Youmans, RLS, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 63 at Page 90.


This is the same lot of land sold at the delinquent tax sale of **October 5, 2020**, for delinquent **2019** taxes in the name of **O QUINN ROBERT DUNCAN III CAROL R JTROS**

DMP: **R200 011 000 0007 0000**

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises hereby granted, and with the appurtenances, unto the said **DONALD MIDDLETON** his Heirs and Assigns forever, according the form, force and effect of the laws and usages of the State of South Carolina, in such cases made provided.

2/23/23, 12:46 PM Beaufort County, South Carolina

 Beaufort County, South Carolina generated on 2/23/2023 12:46:13 PM EST

| Property ID (PIN) | Alternate ID (AIN) | Parcel Address | Data refreshed as of | Assess Year | Pay Year |
|------------------------|--------------------|----------------|----------------------|-------------|----------|
| R200 011 000 0007 0000 | 00259053 | | 2/17/2023 | 2023 | 2022 |

Current Parcel Information

| | | | |
|-------------------|--|---------------------|--------------------------|
| Owner | MIDDLETON DONALD | Property Class Code | TCUVac Highway&StreetROW |
| Owner Address | 9 RUIGRACK RD BEAUFORT SC 29906 | Acreage | 1.9200 |
| Legal Description | BUFFER/RD R/WS MCKEE'S PLACE S/D PB63 P90 *SPLIT 3/98 0.50 AC 11/124 FKA LT 10 SEC 35 1N1W #B56P192 SPLIT 2/99 7.42 AC 11/127-140 | | |

Historic Information

| Tax Year | Land | Building | Market | Taxes | Payment |
|----------|---------|----------|---------|---------|----------|
| 2022 | \$1,000 | | \$1,000 | \$16.47 | \$18.12 |
| 2021 | \$1,000 | | \$1,000 | \$15.96 | \$118.35 |
| 2020 | \$1,000 | | \$1,000 | \$15.40 | \$15.40 |
| 2019 | \$1,000 | | \$1,000 | \$15.19 | \$117.47 |
| 2018 | \$1,000 | | \$1,000 | \$14.42 | \$14.42 |
| 2017 | \$1,000 | | \$1,000 | \$15.00 | \$15.00 |
| 2016 | \$1,000 | | \$1,000 | \$14.67 | \$14.67 |
| 2015 | \$1,000 | | \$1,000 | \$14.01 | \$41.01 |
| 2014 | \$1,000 | | \$1,000 | \$13.82 | \$13.82 |
| 2013 | \$1,000 | | \$1,000 | \$13.36 | \$13.36 |

Sales Disclosure

| Grantor | Book & Page | Date | Deed | Vacant | Sale Price |
|--------------------------------------|-------------|------------|------|--------|------------|
| O'QUINN ROBERT DUNCAN III CAROL R JT | 4108 1625 | 1/12/2022 | De | | \$1,600 |
| SHEPPARD EMILY | 880 1637 | 8/5/1996 | Fu | | \$60,000 |
| SHEPPARD EMILY | 359 160 | 11/1/1982 | Fu | | \$0 |
| | | 12/31/1776 | Or | | \$0 |

Improvements

| Building | Type | Use Code Description | Constructed Year | Stories | Rooms | Square Footage | Improvement Size |
|--|------|----------------------|------------------|---------|-------|----------------|------------------|
| sc-beaufort-county.governmentmax.com/bvclagency/sc-beaufort-county/tah_summary_report.asp?PrintView=True&_nm=tah_report&t_wc=revn&jrf%3D25... | | | | | | | |



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

I, David Bartholomew, 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: An ordinance Authorizing the county Administrator to execute Documents for the acceptance of Right of Way properties associated with sheppard Rd, causeway & dock builders drive on lady's Island.

2. Describe the interest that you have that may give rise to the conflict: work conflict of interest w/ current property owner

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 21 day of October, 2024.

Signature



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 13.

ITEM TITLE:

A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$1,600,000 FOR THE PORT ROYAL RECLAMATION FACILITY PROJECT

MEETING NAME AND DATE:

Public Facilities and Safety Committee – October 21, 2024

PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Infrastructure

ITEM BACKGROUND:

The South Carolina Department of Veterans Affairs provided a grant opportunity through the Military Enhancement Plan Fund, which is distributed to projects including, but not limited to, recreational purposes, educational purposes, and facilities for military personnel.

PROJECT / ITEM NARRATIVE:

Beaufort County, in partnership with BJWSA, applied for a \$1.6M grant to help fund the \$3M Port Royal Reclamation Facility Project. Sewer service to each of the three military installations is provided by the Port Royal Reclamation Facility. The project is intended to provide redundancy and increased sewer service reliability by adding an additional dewatering belt press line and an additional UV disinfection system.

FISCAL IMPACT:

The grant is a 50/50 match: 50% from SCDVA and 50% Local Match. The local match is being provided by BJWSA. There is no funding contribution by Beaufort County.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommend approving the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$1,600,000 for the Port Royal Reclamation Facility project.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$1,600,000 for the Port Royal Reclamation Facility project.

Next Steps: Move forward to County Council to approve/deny the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$1,600,000 for the Port Royal Reclamation Facility project.

Military Enhancement Fund Grant Award Letter



Item 13.

October 8, 2024

Michael Moore
100 Ribaut Road
Post Office Drawer 1228
Beaufort, SC 29901-1228
michael.moore@bcgov.net

Re: Award of Military Enhancement Plan Grant

Dear Mr. Moore,

The South Carolina Department of Veterans' Affairs (SCDVA) is pleased to inform you that a Grant has been approved in the amount of \$1,600,000 for the Port Royal Reclamation Facility from the Military Enhancement Fund.

This letter and the attached Agreement contain the terms and conditions of accepting our Grant. Please read the Agreement carefully, sign, and return no later than October 31, 2024. After we receive your signed Agreement, SCDVA will disburse your Grant funds via SCEIS. Please contact SCDVA if you require assistance in registering as a vendor in SCEIS.

The Grant funds must be used specifically for the Port Royal Reclamation Facility. You may submit a written request to change the scope of the Grant as described in the Agreement. Unexpended funds must be returned to the Military Enhancement Fund. You must file the attached Quarterly Accounting Report with SCDVA until all Grant funds are exhausted. If you delegate any requirements to a subawardee, you remain responsible for assuring they are completed.

If you have any questions, please do not hesitate to contact Sandy Claypoole at sandy.claypoole@scdva.sc.gov.

Sincerely,

Todd B. McCaffrey
Major General, U.S. Army (Ret)
Secretary, South Carolina Department of Veterans' Affairs

Military Enhancement Plan Grant Award Agreement



Item 13.

This Grant Award Agreement (Agreement) is made and entered into as of the 8th day of October, 2024, by and between the South Carolina Department of Veterans' Affairs (SCDVA) and Beaufort County (County).

1. Grant Amount

SCDVA agrees to grant to the County and the County agrees to accept from SCDVA a grant in the amount of 1,600,000 Dollars from the Military Enhancement Plan.

2. Purpose of Grant

The purpose of this Grant is the Port Royal Reclamation Facility.

3. Disbursement of Grant Funds

SCDVA will disburse the total funds of \$1,600,000 to County via SCEIS following the signing of this agreement.

4. Use of Grant Funds

The County shall use the Grant funds solely for the purpose of the Port Royal Reclamation Facility. The County shall not use the Grant funds for any other purpose. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the funds are used for the Port Royal Reclamation Facility. Failure to do so may result in recoupment of the grant amount, disqualification from future Grant applications, or both.

5. Reporting Requirements

The County shall submit to SCDVA quarterly progress reports on the designated Quarterly Accounting Form. The County shall submit the Quarterly Accounting Form until such time as the Grant funds are exhausted. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the Quarterly Accounting Form is submitted. Failure to do so may result in disqualification from future Grant applications.

6. Audit Requirements

The County shall allow SCDVA, the State Auditor's Office, or any designee to audit the use of the Grant funds at any time until the Grant funds are exhausted and for a period of three years thereafter. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the records are maintained.

7. Grant Amendment

Awards may be amended in Scope. The County must return unexpended funds resulting from any amendment to SCDVA. SCDVA will not approve increases to the Grant amount.

8. Unexpended Funds

Any unexpended Grant funds remaining after completion of the Port Royal Reclamation Facility shall be returned to the Military Enhancement Plan. If the funds are disbursed to a subawardee, the County remains responsible for the return of unexpended funds.

9. Delegation

If Grant funds are passed through to a subawardee, you remain responsible for assuring requirements in this Agreement are met.

10. Termination

SCDVA may terminate this Grant and request the return of unspent funds if the County fails to comply with any of the terms of this Agreement.

11. Publicity

The County may publicize the Grant in recognition of Military Enhancement Plan support. SCDVA and the County may each disclose the other party's name and the amount of the Grant in internal and external communications. Neither party will may use any other public communications related to the Grant without the prior written consent of the other party.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

13. Scope of Agreement

This agreement governs only the award of the Grant under the Military Enhancement Plan. This agreement does not govern any other relationships between SCDVA and the County.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings between the parties, whether written or oral.

15. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

16. Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

17. Notices

All notices and other communications under this Agreement shall be in writing and shall be delivered via email.

If to SCDVA: Sandy Claypoole sandy.claypoole@scdva.sc.gov

If to the County: [Name] _____

[Email Address] _____

or to such other email address as either party may designate in writing from time to time.

18. Headings

The headings in this Agreement are for convenience only and shall not affect its interpretation.


19. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For SCDVA

Signature



Printed Name: Todd B. McCaffrey

Title: Secretary, South Carolina Department of Veterans' Affairs

For the County:

Signature

Printed Name

Title

RESOLUTION 2024 /__**A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$1,600,000 FOR THE PORT ROYAL RECLAMATION FACILITY PROJECT**

WHEREAS the Port Royal Wastewater Reclamation Facility provides sewer service to all military installations in Beaufort County; and

WHEREAS the resiliency of the plant is limited by a single dewatering belt line single disinfection system; and

WHEREAS the project provides a second dewatering belt filter press and a second UV disinfection system that will enhance the reliability and redundancy ensuring uninterrupted service to each of the military installations; and

WHEREAS BJWSA is the responsible utility providing the sewer service and will own, operate, and maintain the proposed improvements; and

WHEREAS the total cost of the project is \$3,000,000 which will include a 50% match from BJWSA; and

WHEREAS Beaufort County was awarded \$1,600,000 from the South Carolina Department of Veterans Affairs Military Enhancement Plan Fund Grant for the Port Royal Reclamation Facility Project; 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 Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$1,600,000 for the Port Royal Reclamation Facility Project.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 14.

ITEM TITLE:

A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$3,000,000 FOR THE LAUREL BAY TREATMENT PLANT PROJECT

MEETING NAME AND DATE:

Public Facilities and Safety Committee – October 21, 2024

PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Infrastructure

ITEM BACKGROUND:

The South Carolina Department of Veterans' Affairs provided a grant opportunity through the Military Enhancement Plan Fund, which is distributed to projects including, but not limited to, recreational purposes, educational purposes, and facilities for military personnel.

PROJECT / ITEM NARRATIVE:

Beaufort County, in partnership with BJWSA, applied for a \$3M grant to help fund the \$9.4M Laurel Bay Treatment Plant Project. The existing wastewater treatment plant located within the Laurel Bay Housing Community was constructed in the 1950s, has served its useful life and needs replacement. Rather than replace in kind, BJWSA decided to replace the plant with a pump station and force main to send the waste to their Port Royal Wastewater Treatment facility.

FISCAL IMPACT:

The grant is a 30/70 match: 30% from SCDVA and 70% Local Match. The local match is being provided by BJWSA. There is no funding contribution by Beaufort County.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommend approving the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$3,000,000 for the Laurel Bay Treatment Plant project.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans' Affairs for the amount of \$3,000,000 for the Laurel Bay Treatment Plant project.

Next Steps: Move forward to County Council to approve/deny the Resolution to accept the Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$3,000,000 for the Laurel Bay Treatment Plant project.

RESOLUTION 2024 /__**A RESOLUTION TO ACCEPT THE MILITARY ENHANCEMENT PLAN FUND GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF VETERANS AFFAIRS FOR THE AMOUNT OF \$3,000,000 FOR THE WASTEWATER LAUREL BAY TREATMENT PLANT PROJECT**

WHEREAS the Laurel Bay Wastewater Treatment Plant serves the Laurel Bay Military Housing Community and all military installations in Beaufort County; and

WHEREAS the Laurel Bay Wastewater Treatment Plant was installed in the 1950s, has served its useful life and needs replacement; and

WHEREAS the conversion project will provide long-term solutions for Laurel Bay's needs, eliminate the risks associated with old infrastructure, and enhance the quality of life for residents, thereby contributing to mission assurance; and

WHEREAS BJWSA is the responsible utility providing the sewer service and will own, operate, and maintain the proposed improvements; and

WHEREAS the total cost of the project is \$9.4 million which will include a 70% match from BJWSA; and

WHEREAS Beaufort County was awarded \$3,000,000 from the South Carolina Department of Veterans Affairs Military Enhancement Plan Fund Grant for the Laurel Bay Treatment Plant; 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 Military Enhancement Plan Fund Grant from the South Carolina Department of Veterans Affairs for the amount of \$3,000,000 for the Laurel Bay Treatment Plant.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Military Enhancement Fund Grant Award Letter



Item 14.

October 8, 2024

Michael Moore
100 Ribaut Road
Post Office Drawer 1228
Beaufort, SC 29901-1228
michael.moore@bcgov.net

Re: Award of Military Enhancement Plan Grant

Dear Mr. Moore,

The South Carolina Department of Veterans' Affairs (SCDVA) is pleased to inform you that a Grant has been approved in the amount of \$3,000,000 for the Wastewater Laurel Bay Treatment Plant from the Military Enhancement Fund.

This letter and the attached Agreement contain the terms and conditions of accepting our Grant. Please read the Agreement carefully, sign, and return no later than October 31, 2024. After we receive your signed Agreement, SCDVA will disburse your Grant funds via SCEIS. Please contact SCDVA if you require assistance in registering as a vendor in SCEIS.

The Grant funds must be used specifically for the Wastewater Laurel Bay Treatment Plant. You may submit a written request to change the scope of the Grant as described in the Agreement. Unexpended funds must be returned to the Military Enhancement Fund. You must file the attached Quarterly Accounting Report with SCDVA until all Grant funds are exhausted. If you delegate any requirements to a subawardee, you remain responsible for assuring they are completed.

If you have any questions, please do not hesitate to contact Sandy Claypoole at sandy.claypoole@scdva.sc.gov.

Sincerely,

Todd B. McCaffrey
Major General, U.S. Army (Ret)
Secretary, South Carolina Department of Veterans' Affairs

Military Enhancement Plan Grant Award Agreement



Item 14.

This Grant Award Agreement (Agreement) is made and entered into as of the 8th day of October, 2024, by and between the South Carolina Department of Veterans' Affairs (SCDVA) and Beaufort County (County).

1. Grant Amount

SCDVA agrees to grant to the County and the County agrees to accept from SCDVA a grant in the amount of 3,000,000 Dollars from the Military Enhancement Plan.

2. Purpose of Grant

The purpose of this Grant is the Wastewater Laurel Bay Treatment Plant.

3. Disbursement of Grant Funds

SCDVA will disburse the total funds of \$3,000,000 to County via SCEIS following the signing of this agreement.

4. Use of Grant Funds

The County shall use the Grant funds solely for the purpose of the Wastewater Laurel Bay Treatment Plant. The County shall not use the Grant funds for any other purpose. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the funds are used for the Wastewater Laurel Bay Treatment Plant. Failure to do so may result in recoupment of the grant amount, disqualification from future Grant applications, or both.

5. Reporting Requirements

The County shall submit to SCDVA quarterly progress reports on the designated Quarterly Accounting Form. The County shall submit the Quarterly Accounting Form until such time as the Grant funds are exhausted. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the Quarterly Accounting Form is submitted. Failure to do so may result in disqualification from future Grant applications.

6. Audit Requirements

The County shall allow SCDVA, the State Auditor's Office, or any designee to audit the use of the Grant funds at any time until the Grant funds are exhausted and for a period of three years thereafter. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the records are maintained.

7. Grant Amendment

Awards may be amended in Scope. The County must return unexpended funds resulting from any amendment to SCDVA. SCDVA will not approve increases to the Grant amount.

8. Unexpended Funds

Any unexpended Grant funds remaining after completion of the Wastewater Laurel Bay Treatment Plant shall be returned to the Military Enhancement Plan. If the funds are disbursed to a subawardee, the County remains responsible for the return of unexpended funds.

9. Delegation

If Grant funds are passed through to a subawardee, you remain responsible for assuring requirements in this Agreement are met.

10. Termination

SCDVA may terminate this Grant and request the return of unspent funds if the County fails to comply with any of the terms of this Agreement.

11. Publicity

The County may publicize the Grant in recognition of Military Enhancement Plan support. SCDVA and the County may each disclose the other party's name and the amount of the Grant in internal and external communications. Neither party will may use any other public communications related to the Grant without the prior written consent of the other party.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

13. Scope of Agreement

This agreement governs only the award of the Grant under the Military Enhancement Plan. This agreement does not govern any other relationships between SCDVA and the County.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings between the parties, whether written or oral.

15. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

16. Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

17. Notices

All notices and other communications under this Agreement shall be in writing and shall be delivered via email.

If to SCDVA: Sandy Claypoole sandy.claypoole@scdva.sc.gov

If to the County: [Name] _____

[Email Address] _____

or to such other email address as either party may designate in writing from time to time.

18. Headings

The headings in this Agreement are for convenience only and shall not affect its interpretation.

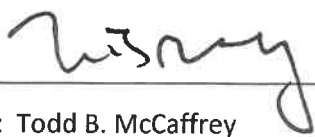
19. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For SCDVA

Signature



Printed Name: Todd B. McCaffrey

Title: Secretary, South Carolina Department of Veterans' Affairs

For the County:

Signature

Printed Name

Title



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

ITEM TITLE:

Approval of Resolution to enter in a Local Public Agency (LPA) Agreement between the South Carolina Department of Transportation and Beaufort County for the ITS Master Plan for various corridors in Beaufort and Jasper County. (\$55,000)

MEETING NAME AND DATE:

Public Facilities and Safety Committee, October 21, 2024

PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Infrastructure

5 Minutes

ITEM BACKGROUND:

This project is a LowCountry Area Transportation Study (LATS) study and is being administered by Beaufort County. Funding will be provided through South Carolina Department of Transportation's (SCDOT) Local Planning Agency (LPA) Office.

PROJECT / ITEM NARRATIVE:

Beaufort County, in association with LATS and Jasper County, would like to implement an ITS Master Plan for various locations within the two counties. The ITS Master Plan will include the following corridors:

1. US 278/US 278 Bus. from US 17 through Town of Hilton Head Island - approximately 36 miles
2. SC 170 from US 21 Bus. (Boundary St) to SC 46- approximately 24 miles
3. SC 170 from US 17 to SC 315/SC 46- approximately 4 miles
4. SC 315 from US 17 to SC 46 - approximately 6 miles
5. SC 46 from US 17 to US 278 - approximately 17 miles
6. US 17 from SC 46 to SC/GA State line - approximately 14 miles
7. US 17 from Beaufort/Colleton County Line to 1-95 - approximately 14 miles
8. Argent Boulevard from US 278 to SC 170- approximately 4 miles
9. SC 462 from SC 170 to Snake Road - approximately 3 miles
10. Bluffton Parkway from SC 170 to US 278 - approximately 11 miles
11. Buckwalter Parkway from US 278 to SC 46 - approximately 4 miles
12. US 21 (Trask Pkwy)/US 21 Bus. (Boundary St/Sea Island Pkwy)/US 21 (Sea Island Pkwy) from US 17 to Harbor River Bridge - approximately 28 miles
13. SC 281 (Ribaut Road) from US 21 Bus (Boundary St) to US 21 (Lady's Island Dr)- approx. 3 miles
14. US 21 (Parris Island Gateway) from US 21 (Trask Pkwy)/US 21 Bus. (Boundary St) to SC 128

(Savannah Hwy) - approximately 4 miles

15. SC 128 (Savannah Hwy)/US 21 (Parris Island Gateway/Ribaut Rd/Lady's Island Dr) from SC 170 to US 21 (Sea Island Parkway) - approximately 9 miles

FISCAL IMPACT:

Total Cost is \$275,000. \$220,000 is funded through South Carolina Department of Transportation's (SCDOT) Local Planning Agency (LPA) Office and \$55,000 is to be locally matched by the County. The project will be funded from Capital Funds account 4000-80-1243-54500 with a balance of \$2,956,315.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the agreement between the South Carolina Department of Transportation and Beaufort County for the ITS Master Plan for various corridors study.

OPTIONS FOR COUNCIL MOTION:

Approve/deny the agreement between the South Carolina Department of Transportation and Beaufort County for the ITS Master Plan.

Move forward to County Council to approve/deny the agreement between the South Carolina Department of Transportation and Beaufort County for the ITS Master Plan.

RESOLUTION 2024 /__**A RESOLUTION ESTABLISHING AN AGREEMENT BETWEEN THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) AND BEAUFORT COUNTY TO ALLOCATE FUNDING TO IMPLEMENT AN INTELLIGENT TRANSPORTATION SYSTEM (ITS) MASTER PLAN FOR VARIOUS CORRIDORS WITHIN THE LATS STUDY AREA**

WHEREAS, the County Council of Beaufort County, in association with Lowcountry Area Transportation Study (LATS) and Jasper County desires assistance from SCDOT to implement an ITS Master Plan for various corridors within the LATS study area; and

WHEREAS, the basis for the ITS Master Plan is to develop current and accurate GIS inventory and database of the County's intelligent transportation infrastructure and assets, both internally and externally; and

WHEREAS, the expectation of the ITS Master Plan is an actionable plan on how to develop and undertake new ITS infrastructure investments; and that includes elements for the County to maintain eligibility for federal transportation funding for ITS/Advanced Traffic Management Systems projects; and

WHEREAS, the SCDOT offers a grant through the Surface Transportation Block Grant Program (STBGP) that provides up to \$275,000.00 dollars of funding to Beaufort County through LATS to prepare an ITS Master Plan Study that crosses Beaufort and Jasper County jurisdictional lines; and

WHEREAS, the STBGP grant requires a local government cash match of 20 percent of the total \$275,000.00 requested, in the amount of \$55,000.00 dollars; and

WHEREAS, Beaufort County government will be responsible for 100% of the \$55,000 dollar match; and

NOW, THEREFORE, BE IT RESOLVED, THAT COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA authorizes the County Administrator to fund a local match of \$55,000.00 for the preparation of the ITS Master Plan corridor study.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



South Carolina
Department of Transportation

Item 15.

January 12, 2024

Mr. Jared Fralix, PE
Assistant County Administrator
Beaufort County
100 Ribaut Road
Beaufort, South Carolina 29902

RE: Qualification Determination – Multiple Management Plans

Dear Mr. Fralix:

The South Carolina Department of Transportation (SCDOT) has reviewed the County's request and it has been determined that the County is qualified to administer the following plans:

1. ITS Master Plan
2. SC 170 Access Management Plan
3. US 278 Access Management Plan

The County's approval will be effective for three years. During this period, the County is responsible for providing any changes to processes that were used to qualify them initially as a Local Public Agency (LPA). The County will not be required to reapply for administration of subsequent projects of similar or lessor scope within the three year certification period. However, the County will be required to submit an abridged LPA Qualifications Evaluation Form providing project specific information in order to initiate the agreement process.

This letter serves only as notification to the County of its approval to administer and manage these plans. No work shall begin (work includes any activities including, but not limited to, advertisement and hiring of consultants) until an executed financial agreement is issued by SCDOT *and* you receive a formal notice to proceed with these plans.

SCDOT looks forward to working with you to complete these plans. If you have any questions or require additional information, please do not hesitate to contact SCDOT's Regional Planning Manager, Mr. Lyle Lee at (803) 737-1345.

Sincerely,

Yolanda D. Byrd
LPAA Coordinator

Enclosure

cc: Machael Peterson, Director of Planning
Darrin Player, Chief Procurement Officer
Susan Stone, Director of Contract Assurance
Nicholas Pizzuti, Chief of Professional Services Contracting
Christina Lewis, Statewide Planning Chief
Lyle Lee, Regional Planning Manager
File: ByrdYD/PlanningOffice



**AGREEMENT BETWEEN THE
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
AND
BEAUFORT COUNTY**

THIS AGREEMENT is made this _____ day of _____, 2024, by and between Beaufort County (hereinafter referred to as "SUBRECIPIENT") and the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") (collectively "the Parties").

WITNESSETH THAT:

WHEREAS, SUBRECIPIENT desires assistance from SCDOT to prepare a ITS Plan in the Lowcountry Transportation Area Study (LATS) region; 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, SUBRECIPIENT 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 SUBRECIPIENT's functions covered under this Agreement;

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

I. PROJECT DESCRIPTION:

The Project will provide a regionally coordinated strategy to implement ITS within the region and help define a framework for ensuring institutional agreements and technical integration for ITS projects in the region due to congestion and anticipated growth.

EXHIBIT A (attached hereto and specifically made a part of this agreement) represents additional PROJECT details.

II. OBLIGATIONS OF PARTIES

A. SCDOT WILL:

1. Provide SCDOT's maximum funding for the PROJECT as more specifically set out below under Section III of this Agreement.

2. Identify an SCDOT employee, to serve as SCDOT's Contact for SUBRECIPIENT.
3. Review PROJECT deliverables as needed or required.
4. Perform all services required of SCDOT in accordance with SCDOT guidelines and policies.
5. Within the limits of the South Carolina Tort Claims Act, be responsible 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 SCDOT's part, or the part of any employee of SCDOT in performance of the work undertaken under this Agreement.

B. SUBRECIPIENT WILL:

1. Comply with the conditions noted in the SCDOT's qualifications letter dated January 12, 2024. This agreement is attached as Exhibit B and specifically made a part hereof.
2. Provide SCDOT, upon request, with copies of any deliverables produced for the PROJECT.
3. Agree that all consultants and subconsultants will comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCDOT's policy concerning FHWA Order 4470.1A, (dated October 27, 2010). This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCDOT.
4. Incorporate into contracts all applicable Required Provisions and Supplemental Specifications in effect at the time of execution of this Agreement.
5. Perform all PROJECT services in accordance with all applicable laws and regulations, both Federal and State, following the guidelines as established by SCDOT and other State and Federal guidelines considered by SCDOT to be appropriate, including compliance with applicable sections of the SCDOT/ Federal Highway Administration STEWARDSHIP AND OVERSIGHT PLAN dated June 2014 and any revisions, addenda, or other modifications thereto (included herein by reference), located at <https://www.fhwa.dot.gov/federalaid/stewardship/agreements/sc.pdf>.
6. Use a consultant agreement that substantially follows the format of SCDOT's standard consultant agreement attached hereto as EXHIBIT D.

7. Provide to SCDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished or obtained by or for SUBRECIPIENT or its agent for the PROJECT.
8. Retain all records dealing with this PROJECT for three years after completion and acceptance of PROJECT and final audit, and such records will be made available to SCDOT for audit and review upon request.
9. Provide to SCDOT monthly status reports for the PROJECT.
10. Include as an attachment to SUBRECIPIENT's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement.
11. Comply with the audit requirements of 2 CFR 200, Subpart F. Subrecipients exempt from these audit requirements, but obligated by other funding source requirements to obtain an annual financial statement audit are to submit a copy of the audit to SCDOT's Office of Contract Assurance within the earlier of 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period. Note that other funding source requirements include South Carolina Code of Law, Sections 4-9-150 (counties), 5-7-240 (cities) and 6-7-170 (special purpose districts and other political subdivisions –i.e. COG). All audits must be performed in accordance with Generally Accepted Government Audit Standards (GAGAS). Audit documentation submitted shall include: a copy of the audited financial statements; a copy of the management letter issued by the Certified Public Accountant (CPA) in conjunction with the audit report, when applicable; a copy of management's comments on all findings, recommendations, and questioned costs contained in the audit report and management letter, including detailed corrective action plan(s). Submit required documents to: SCDOT, Office of Contract Assurance – Attn. Sub-recipient Monitoring, Room 108, PO Box 191, Columbia, SC 29201. Electronic copies may be submitted via the OCA Document Submission Portal at http://www.scdot.org/doing/contractor_Audit.aspx#subForm.
12. Within the limitations of the South Carolina Tort Claims Act, be responsible 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 SUBRECIPIENT's part, or the part of any employee or agent of SUBRECIPIENT in performance of the work undertaken under this Agreement.

III. **FUNDING:**

- A. SUBRECIPIENT estimates the total cost for the PROJECT to be **\$275,000.00.**

- B. SCDOT's maximum funding for the PROJECT is **\$220,000.00** (hereinafter referred to as "SCDOT's Maximum Funding") as authorized by the Lowcountry Area Transportation Study (LATS) on December 2, 2022, for use of STBGP funds. SCDOT will sub-award the funds as a pass-through grant to SUBRECIPIENT for administration of the PROJECT.
- C. SUBRECIPIENT is responsible for meeting federal matching fund requirements on SCDOT's Maximum Funding for the PROJECT.

1. The required match on this grant is **\$55,000.00**. Fund sources and match responsibilities for the PROJECT are shown in the funding table below.

2. Funding Table:

| Fund Priority | Fund Source | Total Amount | Federal Share | Federal Amount (Maximum) | State Share | State Amount | Other Share | Other Amount | Other Source |
|---------------|---|---------------|---------------|--------------------------|-------------|--------------|-------------|--------------|-----------------|
| 1 | LATS Federal Guideshare Funds CFDA# 20.205 | \$ 275,000.00 | 80% | \$ 220,000.00 | 0% | \$ - | 20% | \$ 55,000.00 | Beaufort County |
| | Total Project Cost | \$ 275,000.00 | | \$ 220,000.00 | | \$ | | \$ 55,000.00 | |

- D. SUBRECIPIENT is responsible for 100% of the cost of the PROJECT in excess of SCDOT's Maximum Funding for the PROJECT.
- E. Based on the match requirements for the available fund sources, the SCDOT reimbursement rate will be applied as a percentage of the total eligible project costs not to exceed SCDOT's Maximum Funding.
- F. SCDOT will make payment to SUBRECIPIENT for all eligible costs incurred by SUBRECIPIENT, up to SCDOT's Maximum Funding for the PROJECT based on a valid reimbursement request/invoice submitted by SUBRECIPIENT to SCDOT. A reimbursement request or invoice is considered valid when it includes:
1. Identification of man-hours by task, classification and rate
 2. A line item for overhead, where applicable
 3. A listing of other direct costs
 4. A listing of consultant/contractor services
 5. Signature of certification in accordance with 2 CFR 200.415, *Required Certifications*, by an authorized representative of SUBRECIPIENT
 6. Additional certifications relating to work performed as requested by SCDOT's Program Manager.
- G. All of SUBRECIPIENT's reimbursement requests or invoices must be supported by suppliers' invoices and SUBRECIPIENT's financial records. SUBRECIPIENT will

submit reimbursement requests/invoices to SCDOT not more often than monthly and SCDOT will pay all valid reimbursement requests and invoices within thirty days of receipt by SCDOT.

- H. Upon completion of the project, SUBRECIPIENT shall submit a Final Invoice for the PROJECT. This invoice may be a \$0.00 invoice if all reimbursements, not to exceed the SCDOT Maximum Funding, have been paid to SUBRECIPIENT.
- I. SUBRECIPIENT is responsible for refunding to SCDOT any funding provided to SUBRECIPIENT by SCDOT for work and services performed by or for SUBRECIPIENT which are determined not to be in compliance with the terms and conditions of this Agreement.
- J. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding.

IV. **SCHEDULE:**

- A. The effective date of this Agreement is the date of execution by the Parties hereto. SUBRECIPIENT shall begin work upon receipt of SCDOT's written notice to proceed.
- B. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding reimbursement.
- C. SUBRECIPIENT anticipates that the PROJECT will be substantially complete within 24 months of SCDOT's written notice to proceed.
- D. SUBRECIPIENT agrees to prosecute the PROJECT work continuously and diligently from the date of SCDOT's written notice to proceed. Should SUBRECIPIENT be unable to complete the PROJECT within the above period, SUBRECIPIENT shall notify SCDOT in writing as to the reason for the delay, attach a revised PROJECT schedule, and request a revised completion date. SCDOT may, at its sole discretion, approve or deny any request for a time extension. Substantial failure to meet the stated schedule may result in termination of this Agreement pursuant to Section VI. J of this Agreement.

V. **PROCUREMENT REQUIREMENTS:**

SUBRECIPIENT shall procure all goods and services necessary for the PROJECT in accordance with the following requirements:

- A. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:
 - 1. The South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, *et seq.*) and the regulations promulgated pursuant thereto; or

2. SUBRECIPIENT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50 and conform to applicable federal laws and regulations identified in 2 CFR § 200.318.
- B. 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 SUBRECIPIENT deems it appropriate to advertise.
- C. At the completion of the PROJECT, SUBRECIPIENT shall complete and submit to SCDOT the Certification of Procurement attached hereto and made a part hereof as EXHIBIT C, certifying that all the above PROCUREMENT REQUIREMENTS have been met for the PROJECT and providing a list of all consultants, contractors, and vendors used on the PROJECT, and the total dollar value paid to each.

VI. GENERAL:

- A. 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 in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in Richland County within 90 days of PROJECT completion.
- B. The Parties hereto agree to conform to all applicable SCDOT, State, Federal and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.
- C. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- D. SUBRECIPIENT and its agents shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the work provided for herein. SUBRECIPIENT and its agents shall carry out applicable requirements of 49 CFR Part 26 in the administration of this Agreement.
- E. By execution of this Agreement SUBRECIPIENT does hereby agree:
 1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
 2. to provide SCDOT with any documents required to establish such compliance upon request; and

3. to register and participate and require agreements from sub-contractors and sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).
- F. By execution of this Agreement SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, employees, and agents 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.
 - G. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, and employees will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-705, (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725.
 - H. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, sub-contractors, and employees will comply with all applicable provisions of the Iran Divestment Act, Title 11, Chapter 57 of the South Carolina Code of Laws, as amended.
 - I. SUBRECIPIENT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements 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. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No Amendment to this Agreement shall be effective or binding on any Party hereto unless such Amendment has been agreed to in writing by all Parties hereto.
 - J. This Agreement may be terminated by SUBRECIPIENT upon written notice provided that SUBRECIPIENT covers all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. If SUBRECIPIENT fails to advance the PROJECT to completion, SCDOT may terminate the Agreement upon written notice and SUBRECIPIENT shall be responsible for all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. Upon written notification of termination, all work on the PROJECT shall cease, unless otherwise directed.

VII. SUCCESSORS AND ASSIGNS:

SCDOT and SUBRECIPIENT each bind themselves and their respective successors and assigns to the other Party with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer their respective interest in the Agreement without the written consent of the other.

VIII. BENEFIT AND RIGHTS OF THIRD PARTIES:

This Agreement is made and entered into for the sole protection and benefit of SCDOT, SUBRECIPIENT, and their respective successors 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.

IX. EXECUTION IN COUNTERPARTS.

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.

X. ENTIRE AGREEMENT:

This Agreement with attached Exhibits and Certifications constitutes the entire Agreement between the Parties. The Contract is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

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: _____

Unique Entity Identification No.:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION



Witness

By: _____
Deputy Secretary for Finance & Administration or
Designee

RECOMMENDED BY:

By:  _____
Deputy Secretary for Planning or Designee

REVIEWED BY:

By:  _____ 
Director of Planning

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE

SCDOT SIGNATURE

DATE

SUBRECIPIENT SIGNATURE

EXHIBIT A

PROJECT DETAILS

(see Attached)

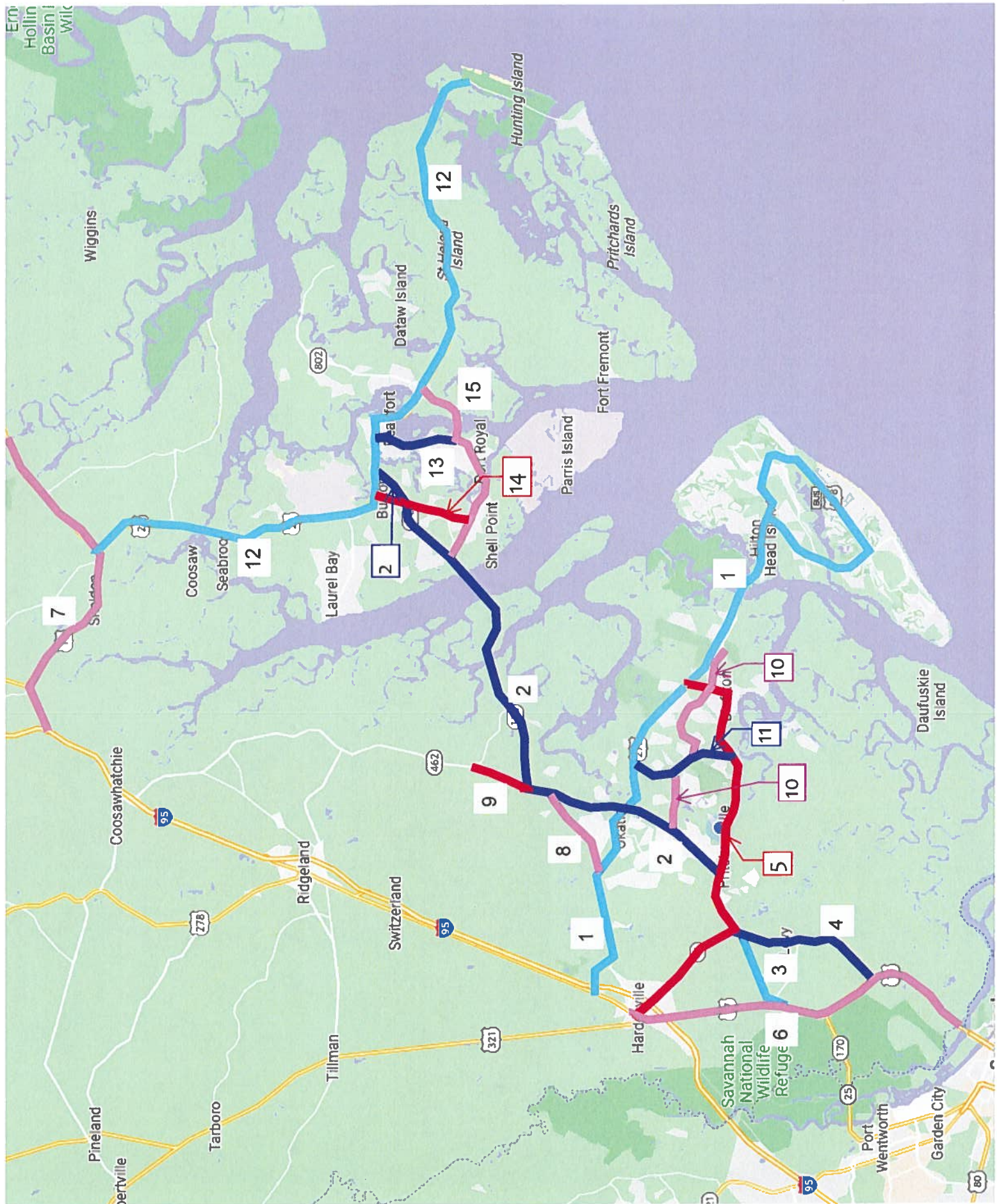
**ITS MASTER PLAN
VARIOUS CORRIDORS IN LATS STUDY AREA
BEAUFORT COUNTY**

PROJECT UNDERSTANDING

Beaufort County, in association with LATS and Jasper County, would like to implement an ITS Master Plan for various locations within the two counties. The ITS Master Plan will include the following corridors:

1. US 278/US 278 Bus. from US 17 through Town of Hilton Head Island – approximately 36 miles
2. SC 170 from US 21 Bus. (Boundary St) to SC 46 – approximately 24 miles
3. SC 170 from US 17 to SC 315/SC 46- approximately 4 miles
4. SC 315 from US 17 to SC 46 – approximately 6 miles
5. SC 46 from US 17 to US 278 – approximately 17 miles
6. US 17 from SC 46 to SC/GA State line – approximately 14 miles
7. US 17 from Beaufort/Colleton County Line to I-95 – approximately 14 miles
8. Argent Boulevard from US 278 to SC 170 – approximately 4 miles
9. SC 462 from SC 170 to Snake Road – approximately 3 miles
10. Bluffton Parkway from SC 170 to US 278 – approximately 11 miles
11. Buckwalter Parkway from US 278 to SC 46 – approximately 4 miles
12. US 21 (Trask Pkwy)/US 21 Bus. (Boundary St/Sea Island Pkwy)/US 21 (Sea Island Pkwy) from US 17 to Harbor River Bridge – approximately 28 miles
13. SC 281 (Ribaut Road) from US 21 Bus (Boundary St) to US 21 (Lady's Island Dr) – approx. 3 miles
14. US 21 (Parris Island Gateway) from US 21 (Trask Pkwy)/US 21 Bus. (Boundary St) to SC 128 (Savannah Hwy) – approximately 4 miles
15. SC 128 (Savannah Hwy)/US 21 (Parris Island Gateway/Ribaut Rd/Lady's Island Dr) from SC 170 to US 21 (Sea Island Parkway) - approximately 9 miles

See locations on project map as shown by above number:



SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

Task 1.1 Project Administration

Project administration spans the duration of the project and is crucial to the success of the project. This task involves the monitoring and coordination of services to be provided to Beaufort County ("the County") to achieve timely and efficient completion of the project. Included in this task are the project control and management, reporting requirements, project status meetings, and schedule development and maintenance.

Task 1.2 Project Control and Management

The Consultant will be responsible for the day-to-day activities of managing the Project, which is assumed to have a duration of 12 months. Specific activities include ongoing reassessments of contract and schedule adherence.

Task 1.3 Status Reports and Invoicing

Monthly status reports will be prepared and submitted to the County. The status reports will contain a concise report of Project progress and contract fulfillment. The report will address technical progress, contract progress, and management-related topics.

Task 1.4 Project Status Meetings

In addition to the reporting requirements outlined above, virtual project status meetings with the County will help the Consultant maintain schedule and contract adherence. It is assumed that project status meetings will be held once per month, by means of a virtual meeting.

Task 1.5 Schedule Development

The Consultant will develop a project schedule for review and approval by the County.

Task 1.6 Presentations to LATS

The Consultant will conduct up to two presentations to LATS. The first presentation will present the recommended project approach and schedule. The second presentation, if requested, would be focused on status update or findings.

The first workshop, ITS Vision and Needs Workshop, will focus on the development of the long-term vision for transportation technology within the County. The second workshop, ITS Recommendations Workshop, will focus on draft recommendations and project prioritization methodology.

TASK 2 CONCEPT OF OPERATIONS

It is important to establish a solid platform that defines how the counties operate today and how the counties would like to operate in the future. To establish this foundation, the Consultant will develop the Concept of Operations (ConOps). The ConOps represents the counties' day-to-day conditions and activities (operation) as they pertain to ITS system needs. It describes the purpose,

the environment in which it will be implemented and operated, how it will be used, roles and responsibilities of involved parties, and what capabilities the users need. The Concept of Operations attempts to answer the Who, What, When, Where, Why, and How for the system in general terms. The Consultant will conduct one workshop with LATS and Beaufort County to go over the recommendations from the Concept of Operations. This task includes workshop preparation, gathering workshop materials, and travel for the workshop.

Deliverables:

Concept of Operations Memo

Workshop with LATS and Beaufort County

TASK 3 EXISTING CONDITIONS AND ASSETS INVENTORY

The basis for the ITS Master Plan is to first develop current and accurate GIS inventory and database of the County's intelligent transportation infrastructure and assets, both internally and externally. The County will provide the Consultant with existing spreadsheets, GIS inventory, or other forms of data of the existing infrastructure and assets. Assets that shall be incorporated into the database include the traffic signal equipment, detection, cameras, fiber network (if existing), and other traffic control devices (Blue Toad, vehicle approaching warning flashers, radar speed feedback signs, rectangular rapid flashing beacons, school beacons, and others).

It is anticipated that the Consultant will rely on the information provided by the County and will not be responsible for field verification or field inventory. The Consultant's effort will be focused on obtaining the existing asset inventory from various existing sources (i.e., spreadsheets, ATMS, etc.), and consolidating into a single GIS inventory and associated database that is consistent with the County's other available inventories.

In addition to the County inventory, the Consultant shall document the central management software and hardware and existing interconnectivity and interoperability with adjacent jurisdictions and relevant state owned and maintained assets.

In addition, the consultant will work with the County to develop an ITS Asset Management Process to clearly define the roles and responsibilities of key personnel who will maintain the data. The Consultant will summarize findings in an Existing Conditions Technical Report which will be incorporated as a chapter into the final Master Plan document.

Consultant will conduct one workshop with LATS and Beaufort County to go over the results from the Existing Conditions and Asset Inventory. This task includes workshop preparation, gathering workshop materials, and travel for the workshop.

Deliverables:

GIS Database of assets inventory

Existing Conditions Technical Report

TASK 4 NEEDS ASSESSMENT

The needs assessment should be divided into two focus areas: existing and planned/future. For assessing existing needs, the Consultant shall evaluate the County's current ITS inventory and identify gaps in the system (communications, connections, interoperability, etc.). The future needs assessment shall focus on how the County can achieve a robust communications plan and connection of traffic control or monitoring devices as well as address ITS gaps. Future needs will also include a County Traffic Management Center. The emerging technologies assessment shall focus on what the counties need to be planning for related to autonomous and connected vehicles (if a desire) as well as other emerging transportation technologies.

The Consultant will coordinate with the County to verify the current understanding of future projects and develop assumptions regarding the number and location of future signalized intersections and ITS devices, video transmission and display technologies, and center to center connection needs. Additionally, the Consultant will review vehicular traffic data, crash data provided by the South Carolina Department of Public Safety, truck traffic data, demographics, anticipated future projects, and growth metrics, as available, to analyze future system needs.

INRIX/RITS data will be used to portray congestion hot spots throughout the County. Weekday (Tuesday, Wednesday, and Thursday) traffic during peak morning (6:00 AM to 9:00 AM) and peak evening (4:00 PM to 6:00 PM) will be analyzed.

The Consultant will look at device deployments and closely consider communication needs for each focus area. The Consultant will work with the County to identify emerging technology needs based on the established vision.

The Consultant will conduct a meeting with the County to review the existing, future, and emerging technology system demands. At this meeting the County will verify the data gathered and assumptions made by the Consultant prior to bandwidth analysis being performed.

The Consultant will use the assumptions and capacity data gathered to determine current network bandwidth deficiencies. Three-time horizons will be assessed: existing, future, and emerging. The emerging technology bandwidth estimates will be a high-level expectation of what is known today with an assumption of future growth. These bandwidth deficiencies will be expressed in number of fibers consumed and digital throughput as appropriate. The demand estimates will be compared to the capacity estimates determined under this task. The County's current network architecture will be evaluated based on the identified deployment needs as well as bandwidth needs. The Consultant will analyze the current network architecture and develop a plan to migrate to a redundant communications network, which will be capable of supporting the identified needs.

The Consultant will summarize findings in a Needs Assessment Technical Report which will be incorporated as a chapter into the final Master Plan document.

Deliverables:

System Demand Need Meeting
Needs Assessment Technical Report

Excluded:

A staffing plan and layout of the Traffic Management Center would be an additional service to this Task.

TASK 5 ITS MASTER PLAN

The County's expectation of an ITS Master Plan is an actionable plan on how to develop and undertake new ITS infrastructure investments. The ITS Master plan shall have three phases: 2023-2025 Critical Needs; 2025-2027: Desired Improvements; and 2027-2033 10-Year Vision and Long-Range Plan. The Master Plan shall be organized to provide action steps on how to achieve project goals, project phasing, probable costs, and implement ITS architecture. Project recommendations will provide high level device locations correlated with fiber optic cable infrastructure to determine device grouping based on available bandwidth, video latency constraints, device proximity, and high-level network architecture. Preliminary recommended placement of distribution switches/routers and core/central routers will also be made based on high-level network architecture.

The Consultant will prepare high-level cost estimates for project recommendations. The Consultant will work with the County to develop a consistent methodology for prioritizing projects that is data driven and easy to communicate to decision makers. Projects will be divided into three phases: Critical Needs, Desired Improvements, and 10-Year Vision / Long-Range Plan. The Consultant will develop summaries of each phase recommendations that can be used as easy reference. In addition, the Master Plan shall include elements for the County to maintain eligibility for federal transportation funding for ITS/ATMS projects.

The Consultant will develop project descriptions for up to 7 projects for inclusion or in consideration of incorporation into the County's Capital Improvement Program (CIP). Each project will be uniquely identified with a title, description, basis for recommendation, and an estimated construction cost.

Deliverables:

System Plan and Recommended projects in GIS
ITS Master Plan

TASK 6 ON-CALL SERVICES

This task is reserved for additional services not defined in the above-described services that are deemed necessary by County staff. The scope of services performed under this task would be mutually agreed upon by both parties and performed only after a written direction. All labor hours would be reimbursed

on an hourly rate schedule as reflected in Exhibit C. It is anticipated that no additional expenses would be incurred. Any travel required would be combined with another task activity identified above.

ADDITIONAL SERVICES

The Consultant can provide additional services for an additional fee upon request. The suggested additional services may include the following:

Field installation of Global Positioning Systems (GPS) Equipment

Optimized traffic signal timing is effective when the clocks in the traffic controller are all synchronized to a common reference time. GPS clocks are a low-cost effective means to achieving synchronized time. The Consultant can install County-purchased GPS clocks and configure the traffic signal controller appropriately. Alternatively, the Consultant can provide instruction and demonstration to County staff on this task.

Traffic Engineering

The Consultant can provide traffic engineering functions such as plan review related to proposed developments, signal warrant analyses, traffic signal design, intersection geometric design modifications.

SCHEDULE

The schedule for Tasks 1-5 is 12 months. For Task 6 and Additional Services, the schedule would be determined at the time of the request for these services.

EXHIBIT B

Qualifications Letter from SCDOT dated January 12, 2024
(See attached)



South Carolina
Department of Transportation

January 12, 2024

Mr. Jared Fralix, PE
Assistant County Administrator
Beaufort County
100 Ribaut Road
Beaufort, South Carolina 29902

RE: Qualification Determination – Multiple Management Plans

Dear Mr. Fralix:

The South Carolina Department of Transportation (SCDOT) has reviewed the County's request and it has been determined that the County is qualified to administer the following plans:

1. ITS Master Plan
2. SC 170 Access Management Plan
3. US 278 Access Management Plan

The County's approval will be effective for three years. During this period, the County is responsible for providing any changes to processes that were used to qualify them initially as a Local Public Agency (LPA). The County will not be required to reapply for administration of subsequent projects of similar or lesser scope within the three year certification period. However, the County will be required to submit an abridged LPA Qualifications Evaluation Form providing project specific information in order to initiate the agreement process.

This letter serves only as notification to the County of its approval to administer and manage these plans. No work shall begin (work includes any activities including, but not limited to, advertisement and hiring of consultants) until an executed financial agreement is issued by SCDOT and you receive a formal notice to proceed with these plans.

SCDOT looks forward to working with you to complete these plans. If you have any questions or require additional information, please do not hesitate to contact SCDOT's Regional Planning Manager, Mr. Lyle Lee at (803) 737-1345.

Sincerely,

Yolanda D. Byrd
LPAA Coordinator

Enclosure

cc: Machael Peterson, Director of Planning
Darrin Player, Chief Procurement Officer
Susan Stone, Director of Contract Assurance
Nicholas Pizzuti, Chief of Professional Services Contracting
Christina Lewis, Statewide Planning Chief
Lyle Lee, Regional Planning Manager
File: ByrdYD/PlanningOffice



EXHIBIT C
CERTIFICATION OF PROCUREMENT

1. The undersigned is the duly authorized representative of

(hereinafter referred to as "the SUBRECIPIENT").

2. The Undersigned hereby certifies that the SUBRECIPIENT has complied with all the PROCUREMENT REQUIREMENTS set forth in Section V of this Agreement.

3. Attached is a list of all consultants, contractors and vendors used on the PROJECT, including name of vendors, dollar value of purchase and date of purchase.

Signature

Name

Title

Date

EXHIBIT D

STANDARD CONSULTANT AGREEMENT

AGREEMENT AND CONTRACT FOR
BETWEEN

AND

SECTION I. GENERAL RECITALS

THIS AGREEMENT and Contract, made and entered into this _____ day of _____, 20_____, by and between _____ (hereinafter referred to as "_____") and _____, a _____ *[Select one: Joint venture, individual, government agency, corporation, partnership or other. If joint venture, a copy of the Joint Venture MASTER AGREEMENT is required as an attachment]* organized and existing under and by virtue of the laws of the State of _____ and qualified to do business in the State of South Carolina, with its principal offices in _____ located at _____ (hereinafter referred to as "Consultant") (collectively "the Parties").

WITNESSETH:

WHEREAS, the _____ and the South Carolina Department of Transportation (hereinafter "SCDOT") have entered into a Local Public Agency Agreement which addresses the responsibilities of the parties thereof under the herein project; and

WHEREAS, _____ desires to employ Consultant to furnish personnel and render professional engineering services for the use and benefit of _____ in the development of the project as hereinafter more particularly described; and

WHEREAS, Consultant has represented to _____ that Consultant is experienced and qualified to provide the services contemplated by this Agreement and _____ has relied upon such representation;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

SECTION II. SCOPE OF SERVICES REQUIRED OF CONSULTANT

A. PROJECT DESCRIPTION. Consultant will provide _____ services as necessary for _____.

B. GENERAL STATEMENT OF CONSULTANT'S ASSIGNMENT. For the heretofore described project, Consultant will provide engineering services as described in ATTACHMENT "A," SCOPE OF SERVICES AND SCHEDULE, attached hereto and specifically made a part of this Agreement. Work and liaison will be performed by Consultant through its _____ office in _____.

C. CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. _____ and Consultant may agree to have Project plans and specifications provided for by "Certification." A "Certification Agreement" is attached hereto and specifically made a part hereof. The "Certification" will be executed if agreed by the Parties as applicable.

SECTION III. SERVICES OF _____

_____ agrees to provide to Consultant, and at no cost to Consultant, the services and data set forth in ATTACHMENT "B," SERVICES OF _____, attached hereto and specifically made a part of this Agreement. Liaison for _____ will be through the _____ or authorized designee.

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

The effective date of this Agreement will be the date of execution as shown in Section I. Consultant shall begin work upon receipt of _____'s written notice to proceed.

Consultant will prosecute all phases of the work in an expedient manner, exclusive of required review time by _____ and, if applicable, SCDOT and the Federal Highway Administration (FHWA) as set forth in ATTACHMENT "A," SCOPE OF SERVICES AND SCHEDULE.

SECTION V. FEE AND COSTS

For the services covered under this Agreement, Consultant shall be compensated by _____ as follows:

A. LUMP SUM. In the event the extent of the Consultant's studies and work effort during all phases of work set forth can be determined with exactness at the time of negotiation, it is mutually agreed by and between Consultant and _____ that compensation to Consultant will be on a Lump Sum Basis. Lump sum may also include approved unit cost or per parcel if considered appropriate and approved by _____.

[or]

B. COST PLUS FIXED FEE. For all work, materials, and services furnished under the terms of this Agreement, it is mutually agreed by and between Consultant and _____

_____ that compensation to Consultant will be based upon Consultant's actual cost of performing all phases of the work, plus a fixed amount.

Fixed Fee: _____ agrees to pay the Consultant a fixed fee. It is agreed and understood that such amount will constitute full compensation to the Consultant for fixed fee and will not vary due to any differences between the negotiated fixed fee cost and the actual cost but may be adjusted by contract modification as a result of significant changes in the scope of work to be performed under the contract. Overruns in the actual cost of services will not warrant an increase or adjustment in the amount of the fixed fee. Amounts for fixed fees paid by the Consultant to the subconsultant will not be considered a direct cost of the Consultant but will be considered a part of the fixed fee of the Consultant.

- C. SUBCONSULTANT AGREEMENTS. The subconsultant's agreement with the Consultant may utilize a method of compensation that differs from _____'s method of compensation with the Consultant. Approved methods include: lump sum (firm-fixed price), cost plus fixed fee, cost per unit of work (unit cost), or specific rates of compensation. Cost plus a percentage of cost and percentage of construction cost are specifically prohibited under 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4).
- D. PROGRESS PAYMENT. For Consultant's services in which payment is on a cost plus fixed fee basis as described above, the actual costs of Consultant eligible for reimbursement are those directly attributable to the accomplishment of the specific work of Consultant. These may include:
1. Actual basic salaries of productive personnel for work time directly applied to the project.
 2. Payroll Additives eligible for reimbursement.
 3. The indirect cost rate approved by _____ in compliance with Subsection E below.
 4. The portion of the fixed fee that may be included in progress payments will be calculated by computing the percentage of actual direct labor invoiced divided by direct labor authorized and then applying that percentage to the total fixed fee authorized under this agreement. The fixed fee should not be billed as a percent of labor as this would equate to a cost plus a percentage of cost method of compensation which is specifically prohibited by 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4). Any portion of the fixed fee payment not previously paid in the progress payment will be covered in the final payment.
 5. Out-of-pocket direct project expenses will be reimbursed at actual cost to Consultant. Any non-salary cost identified specifically with the project is a direct charge to the project and is eligible for compensation. Such out-of-pocket costs shall include, but not necessarily be limited to: travel and subsistence for Consultant's personnel on the project, project materials and supplies, telephone and communications, printing and

reproductions, and computer services (where applicable). Billings for any actual out-of-pocket expenses directly identifiable with the project shall be supported by actual account records, expense accounts, receipts, and other miscellaneous supporting materials and shall be made available by the Consultant for review and audit by _____, SCDOT, or authorized SCDOT representative.

Automobile mileage for non-field personnel will be reimbursed at the actual mileage incurred multiplied by the rate established by the Internal Revenue Service for mileage for the period. Only mileage associated with the business use of vehicles will be reimbursed. Any mileage related to personal use by employees (including transportation to and from work) is unallowable. However, if contractually agreed to in advance, mileage associated with travel to a temporary work location may be reimbursed. Generally, a work location is considered to be temporary if the assignment to the new location is expected to last one year or less.

In accordance with FAR 31.205-46(a)(2), lodging, meals, and incidental costs must be disallowed to the extent that, on a daily basis, they exceed the Federal Travel Regulation (FTR) per diem rates.

For travel in the continental United States, rates are set by General Services Administration (GSA) for per diem and actual expense methods.

Vehicle expenses for field personnel shall be compensated according to the Daily Vehicle Rates set forth in Attachment "C."

6. For the cost of outside services and associate services as may be necessary and as formally approved by _____, Consultant shall be reimbursed by _____ only for the actual cost to Consultant for such services.

E. **INDIRECT RATE:** Consultant and its subconsultants shall comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCDOT's policy concerning FHWA Order 4470.1A, (dated October 27, 2010). This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCDOT.

Indirect cost rates used for estimating and proposing costs for actual cost plus fixed fee contracts will ultimately be adjusted to the audited and approved rate for the time period in which the contract work was performed. The firm's most recently audited rate (or the latest rate approved by the SCDOT Office of Contract Assurance (OCA)) is the maximum rate to be used on a contract.

Consultant shall self-adjust invoiced costs previously used to propose costs and for invoicing to the actual audited indirect rates for the time period(s) in which the work was actually performed throughout the life of, and at the completion of, an actual cost plus fixed fee contract. This may result in Consultant owing money to or receiving money from

_____ subject to the contract maximum amount. These amounts will be subject to final audit.

- F. **NON-ALLOWABLE COST.** _____ shall not reimburse Consultant for any expenses relating to business development activities, attendance at any special event, function, or ceremony where attendance is for social purposes. This does not include special events, functions, or a ceremony in which a written _____ request and approval has been given to Consultant to attend for the purposes of speaking and/or presenting, or assisting _____ staff with preparation and delivery of the function. Consultants are required to certify compliance with this paragraph on all invoices.
- G. **TOTAL COMPENSATION.** The amount of compensation set forth in ATTACHMENT "C," ENGINEERING FEE of this Agreement shall be the maximum payable by _____ without prior written authorization from _____ and, if applicable, SCDOT to increase the amount. Any such increase will also be subject to the approval of FHWA if federal funds are involved.

Compensation to Consultant under the terms of this Agreement shall not exceed the lump sum maximum amount of \$ _____.

[or]

Compensation to Consultant under the terms of this Agreement shall not exceed \$ _____ for salaries, payroll additives, overhead, direct cost, and outside services plus a fixed fee of \$ _____ (in the event that significant changes in the scope of work occur, the fixed fee may be adjusted to an amount that is fair and reasonable to both Consultant and _____) resulting in a maximum limit of \$ _____.

| Contract Breakdown | | |
|--------------------|-----------|----------------|
| Compensation | Fixed Fee | Contract Total |
| \$ | \$ | \$ |

- H. **COST RECORDS.** Consultant, and its authorized subconsultants, shall maintain cost records in such manner as to comply with the policies set forth in "Procurement, Management, and Administration of Engineering and Design Related Services" (23 CFR 172), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR 200), and other directives as appropriate.
- I. **PURCHASE AND RENTAL/LEASE.** _____ considers that Consultant should have the necessary equipment and other items to perform consultant work described in the scope of services. In those cases where it becomes necessary to purchase, lease, or rent equipment or other items with project funds, prior written _____ approval is

required. All equipment and other items approved by _____ for purchase with project funds shall become the property of _____ at the completion of the project.

- J. RELOCATION COSTS. Consultant has represented to _____ that Consultant has the necessary personnel to perform the consultant work described in the scope of services, and _____ has relied upon such representation. In those _____ approved cases where it becomes necessary to relocate an employee, Consultant agrees that reimbursable relocation costs are limited to the costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of no less than 12 months) of an existing employee. Relocation costs will only be considered under extreme and rare circumstances. Reimbursement eligibility must have prior written approval from _____.
- K. OVERTIME, EXTRA-PAY SHIFTS, MULTI-SHIFTS. Where the cost to _____ may be affected, this Agreement should be performed, so far as practicable, without the use of overtime, extra-pay shifts, or multi-shifts, and, in particular, without the use of overtime as a regular employment practice. Any required overtime, extra-pay shifts, and multi-shifts will be limited to the minimum needed for accomplishment of the specific work, will require prior written approval by _____, and will be paid in accordance with Consultant's existing overtime policy.

SECTION VI. MODE OF PAYMENT

- A. MONTHLY INVOICES. Consultant shall invoice _____ monthly for services performed under this Agreement, and Consultant shall be paid monthly based on an approved invoice. Monthly or partial payments, at the discretion of _____, may have appropriate retainage withheld until completion and acceptance of the work.

ACCEPTABLE INVOICES. _____ considers an acceptable invoice to include:

1. A breakdown of man-hours by classification and rate
2. A line item for overhead
3. A breakdown of the fixed fee
4. A breakdown for other direct costs
5. A breakdown for subconsultant services
6. Signature of certification by an authorized representative of the firm
7. _____'s Project Manager may request additional certifications relating to work performed.

NOTE: For approved unit cost BASIC AGREEMENTs, numbers 1 and 2 may be combined and identified by services, volume, and rate. Numbers 3, 4, and 5 shall be by breakdown costs.

B. PROMPT PAYMENT CLAUSE.

1. Consultant is prohibited from holding undisputed invoices submitted by subconsultants for more than 30 days after receipt of the invoice. Additionally, subject to the provisions on retainage provided in Paragraph (2) below, when a subconsultant has satisfactorily performed a work item of the subcontract, Consultant must pay the subconsultant for the work item within seven calendar days of Consultant's receipt of payment from _____. A subconsultant shall be considered to have "satisfactorily performed a work item of the subcontract" when _____ pays Consultant for that work item. In the case of a second or third tier subconsultant, the seven-day time period begins to run when the first tier subconsultant receives payment from Consultant or when the second tier subconsultant receives payment from the first tier subconsultant.

2. Consultant may withhold as retainage up to five percent of a subconsultant's payment until satisfactory completion of all work items of a subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when _____ accepts the last work item of the subcontract. Consultant must release to the subconsultant any retainage withheld within seven calendar days of the date Consultant receives payment from _____ for the last work item of the subcontract or within seven calendar days from _____'s acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon written documentation of good cause provided by Consultant and written concurrence from _____, Consultant may continue to withhold the five percent retainage.

3. Prior to receiving payment of each monthly invoice, Consultant shall: (a) certify to _____ that the invoice is complete and that its subconsultants have been paid for work covered by previous invoices, for which they are entitled to be paid, in accordance with paragraphs (1) and (2) above, and (b) submit verification that Consultant has received similar certifications or evidence from its subconsultants that lower tier subconsultants have been paid in accordance with paragraph (1). No payment will be made to Consultant unless such documentation / certification is received or _____ has issued written approval for delayed payment and required status reports as follows:
 - i. The obligation to promptly pay subconsultants (all tiers) or to release retainage does not arise if there is a legitimate subcontract dispute with first tier and / or lower tier subconsultants. If there is such a subcontract dispute, Consultant may submit a written request to _____ to approve a delay in payment to the subconsultant which shall explain the nature of the dispute and identify relevant subcontract provisions as support. The explanation may include those reasons set forth in the SC Prompt Pay Act (S.C. Code § 29-6-40). Payment to the subconsultant shall not be withheld without prior _____ written approval.

- ii. Consultant shall submit a status report of the dispute in each monthly progress payment. The status report shall contain:
- justification for the continuation of nonpayment in the form of a pending judicial proceeding, alternative dispute resolution (ADR) process, or administrative proceedings as evidence of why the delay shall continue; or
 - a certification that the matter is resolved and payment has been issued to the subconsultant (first tier and / or lower tier subconsultants).
4. Failure to comply with any of the above prompt payment provisions shall constitute a material breach of the contract and shall result in one or more of the following sanctions: (1) no further payments being made to Consultant unless and until compliance is achieved; (2) monetary sanctions; and / or (3) Consultant being declared in default and being subject to termination in accordance with the provisions of this Agreement.
5. Any subconsultant who believes it is due payment in accordance with the Prompt Payment Clause may request information from _____ as to whether and when payment for the subconsultant's work has been made to Consultant. If payment has been made to Consultant, and a subconsultant certifies to _____ that the subconsultant has not been paid within seven calendar days of _____'s payment to Consultant or paid as provided in paragraph (1) for sub-tiers, _____ will notify SCDOT. If neither _____ nor SCDOT have approved the delay in payment pursuant to paragraph (3) above, appropriate remedies set forth in paragraph (4) will be applied. On federally funded projects, the subconsultant may contact the Federal Highway Administration should _____ or SCDOT fail to address the non-payment issue.
6. Consultant agrees by signing this Agreement that it will include this clause titled "PROMPT PAYMENT CLAUSE," provided by _____, without modification, in all subcontracts with its subconsultants. Consultant is responsible for requiring all of its subconsultants to include this PROMPT PAYMENT CLAUSE in all lower tier subcontracts. If Consultant knowingly enters or knowingly allows a subconsultant or lower tier subconsultant to enter into a subcontract without the PROMPT PAYMENT CLAUSE, _____ may apply the appropriate remedies set forth in paragraph (4) or pursue other available remedies, including breach of contract.

SECTION VII. GENERAL PROVISIONS

_____ and Consultant mutually agree as follows:

- A. OWNERSHIP OF DOCUMENTS. Basic notes, sketches, charts, and other data prepared, furnished, or obtained under this Agreement are the property of

CONSULTANT during the performance period of this Agreement. No material produced in whole or in part under this Agreement will be subject to copyright in the United States or in any other country. Upon the Effective Date of this Agreement, Consultant grants _____ a nonexclusive license to reproduce the Project Documents for the purposes of, but not limited to: promoting, using, maintaining, upgrading, or adding to the Project. Upon completion of the Project or upon default by Consultant, Consultant shall provide copies of all Project Documents to _____ in the format designated by _____.

_____ shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

- B. **INFORMATION TECHNOLOGY.** All program management systems, software, or information technology products developed or utilized by Consultant for the project shall be able to interface with information technology systems utilized by _____ or SCDOT, as applicable. All systems, software, or information technology developed for this project shall become the sole property of _____ upon Contract completion, including any source code. No program management systems, software, or information technology products produced in whole or in part under this Agreement will be subject to copyright by Consultant. _____ shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, all program management systems, software, or information technology products prepared by Consultant, or its subconsultants, under this Agreement.

The CONSULTANT and its designated employees, as well as any subcontractors and subconsultants of any tier, having access to _____ electronic data, is required to follow _____'s Policy which establishes guidelines for acceptable use and confidentiality of _____'s information technology for data entry into _____' computer system; provided that the section of the Policy pertaining to _____'s right to inspect any users email at any time is qualified to reserves unto _____ the right to inspect consultant, subcontractor or subconsultant emails that are _____ business related, including emails that are related to the services with which consultant is under contract.

The CONSULTANT's obligations with respect to the provisions of computer use and data confidentiality shall survive termination or expiration of the contract. Without limiting any rights _____ may have, and notwithstanding any other term of this contract, the CONSULTANT agrees that _____ may have no adequate remedy at law for a breach of the CONSULTANT's obligations under this clause and therefore _____ shall be entitled to pursue equitable remedies in the event of a breach.

CONSULTANT is responsible for ensuring that it, as well as any subcontractors and subconsultants of any tier, having access to _____ electronic data, is required to manage and reduce risk by employing and using good cyber threat preventative measures. CONSULTANT, subcontractors and subconsultants shall use the National Institute of Standards and Technology's Risk Management Framework (NIST RMF) as its cybersecurity framework or use other comparable frameworks and standards for cyber security protection. CONSULTANT shall insert a NIST RMF or equivalent framework requirement provision in all subcontract for this Project which require or allow a subconsultant or subcontractor to have access to _____ data. CONSULTANT shall provide _____, upon request, third party certifications to verify implementation of an industry recognized cyber security framework during the Project. Other comparable cyber security frameworks include: NIST RMF; NIST CSF; ISO IES 27001/ISO 27002; SOC 2; IASME Governance; CIS Controls version 7; COBIT 5; FedRAMP; HIPAA; GDPR; FISMA; NERC CIP; HITRUST CSF.

- C. FINDINGS CONFIDENTIAL. Any reports, information, data, etc. furnished to or prepared or assembled by Consultant under this Agreement which _____ requests to be kept as confidential will not be made available to any individual or organization by Consultant without prior written approval of _____.
- D. REQUIREMENTS FOR CHECKING AND REVIEWING OF PLANS. It is Consultant's responsibility to produce plans that conform with all specifications, guidelines, and requirements stated in this Agreement unless a specific deviation has been requested in writing and approved by _____ and, if applicable, SCDOT and FHWA. All plans, whether preliminary or final, submitted to _____ shall have been checked in their entirety for completeness, correctness, accuracy, and consistency with other details in all respects, and shall have been thoroughly reviewed by Consultant to be in compliance with these requirements prior to submission to _____.

The spaces provided in the title box labeled "By," "CHK'D," and "REVIEWED BY" shall be signed with the initials of the persons who performed those specific functions on that portion of the project at the time of submittal to _____. In the event that a print of a partially completed sheet is to be submitted, the initials may be added directly to the print rather than being entered on the original drawing.

Once plans have been submitted to _____, no changes shall be made unless _____ has been notified of the specific change. However, additions to complete the plans may be made provided the requirements for checking and reviewing are applied. All prints submitted to _____ shall have the date of submittal stamped on the title sheet.

_____ will perform a general review of the plans only. _____'s review does not relieve Consultant of any responsibility for the completeness, correctness, consistency, and accuracy of all information, dimensions,

quantities, details, designs, and compliance with all specifications, guidelines, and requirements of this Agreement. Should any discrepancies, errors, or omissions be found at any time after submittal of the plans, corrections to the plans will be made at Consultant's expense. Consultant shall not include the cost of corrections of faulty or deficient work on his invoice to _____.

Failure to meet any of the above requirements may result in the withholding of payment until plans are deemed acceptable in the opinion of SCDOT, or may be deemed just cause for consideration of termination of this BASIC AGREEMENT.

- E. PROGRESS. Consultant shall at all times work closely with the designated representatives of _____ and shall keep them fully advised as to the status of the work. Consultant or his authorized representative will be present at all conferences, field inspections, and other meetings as may be requested by _____. Conferences or consultations may be called at any time by either party to this Agreement. The plans and work of Consultant will be available to _____ and, if applicable, to appropriate representatives of SCDOT and FHWA for review at all times.
- F. QUALITY CONTROL. All work by Consultant is to be done in a manner satisfactory to _____ and in accordance with the established customs, practices, and procedures of _____, SCDOT, the State of South Carolina, FHWA, including compliance with applicable sections of the SCDOT/FHWA STEWARDSHIP AND OVERSIGHT PLAN, dated June 2014 (included herein by reference) and any revisions thereto, and in conformity with the standards adopted by the American Associations of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109-B, as amended. For work involving the development of plans, Consultant shall implement all necessary quality control measures to produce plans that conform to SCDOT and FHWA guidelines and standard, including the aforementioned. Prior to submittal to _____, all plans shall be thoroughly reviewed by Consultant for completeness, correctness, accuracy, and consistency with the aforementioned requirements. Plan sheets shall be initialed as applicable by both the preparer and the reviewer to indicate appropriate quality reviews have been completed. Consultant shall maintain copies of any quality control documents, including check prints, throughout the duration of the project, with them becoming part of the official file, and shall submit copies of these to _____ upon request.
- G. INSPECTION OF WORK. _____ and, if applicable, SCDOT and FHWA shall have access to and the right to inspect all project work and materials during regular business hours of Consultant. Consultant and its subconsultants shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at their respective offices at reasonable times during the Contract period and for three years from date of final payment under the Contract for inspection by any authorized representative of

_____ and, if applicable, SCDOT and FHWA. Copies thereof shall be furnished by Consultant to _____ if requested.

- H. CHANGES IN CONTRACT. _____ may desire Consultant to render services for changes in connection with a project in addition to that provided for by the express provisions of this Agreement. Such additional services will require a Contract Modification, setting forth the nature and scope of such additional services and the compensation therefor, as determined by mutual agreement between _____ and Consultant. Work under such Contract Modification shall not proceed until formally approved by _____ and, if applicable, SCDOT and FHWA.
- I. DELAYS AND EXTENSIONS. Consultant agrees to prosecute the work continuously and diligently. No charges or claims for damages shall be made by Consultant for any delays or hindrance, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as _____ may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.
- J. FAILURE TO MAINTAIN SATISFACTORY PROGRESS. Consultant will proceed with the work in a timely fashion, providing sufficient manpower and resources to meet the commitment to schedules, milestones, and completion dates set forth in this Agreement. _____ may monitor the progress of the work to determine that the work is progressing sufficiently to meet the commitments agreed to in this Agreement.
- _____’s Program Manager may make a preliminary finding of delinquency if at any time Consultant has not met the schedules, milestones, or completion dates established in this Agreement, and it appears unlikely that the work will be completed by the specified date. Upon review of the preliminary finding of delinquency, _____’s Program Manager may issue a Preliminary Notice of Delinquency. Consultant will have 15 days to present information to _____ as to why Consultant should not be found delinquent. This information should contain a specific plan of action to meet the Contract schedules, milestones, and completion dates and/or show circumstances beyond Consultant’s control that have directly affected Consultant’s ability to meet the commitments in the Contract. Upon review of the information submitted, the Program Manager will make a determination as to whether the Consultant should be placed in a delinquent status. If a determination of delinquent status is made, the Program Manager will issue a Final Notice of Delinquency. A Consultant receiving a Final Notice of Delinquency may appeal within fifteen 15 days to the appropriate _____ representative for a review of the delinquent status.

A Consultant receiving a Final Notice of Delinquency shall be disqualified from receiving additional work, whether in the form of a new contract or a modification of an existing contract. Consultant shall continue in a delinquent status until the project is in compliance with the schedule, or until the work required by the Contract is completed. This disqualification will become effective at the end of the 15-day appeal period if Consultant fails to appeal or on the date of decision if the appeal is denied. A Consultant disqualified under this provision shall be barred from receiving work as an individual, firm, partnership, or corporation operating under the same name or a different name.

K. TERMINATION OF AGREEMENT.

1. This Agreement may be terminated by _____ at any time for the convenience of _____ by written notice to Consultant specifying the termination date of the Agreement. In the event of such termination of the Agreement by _____, Consultant will be compensated on a *quantum meruit* basis for its work satisfactorily performed through the termination date and a proportionate share of the fixed fee, as determined by _____.
 2. Consultant also has the right to terminate this Agreement if _____ unreasonably fails to timely provide the service required of _____ under the scope of services or unreasonably fails to make timely payment for Consultant services rendered. In the event of such termination which is not the fault of Consultant, _____ shall pay to Consultant the compensation properly due including reasonable overhead and a proportionate share of the fixed fee on work performed for services properly performed (prior to the effective date of the termination) and for reasonable reimbursable expenses properly incurred as a result of the termination.
 3. In the event Consultant through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on its part to be performed, or if it for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of Consultant impairs or prejudices the interest of _____ or SCDOT, or if Consultant violates any of the terms, covenants, or provisions of this Agreement, _____ shall have the right to terminate this Agreement by giving a seven business day notice in writing of the termination and date of such termination to Consultant. _____ shall have the sole discretion to permit Consultant to remedy the cause of the contemplated termination without waiving _____'s right to terminate the Agreement. _____ may take over work to be done under this Agreement and prosecute the work to completion by Contract or otherwise, and Consultant shall be liable to _____ for all reasonable cost in excess of what _____ would have paid Consultant had there been no termination.
- L. **DISPUTES.** In any dispute concerning a question of fact in connection with the work of this Agreement or compensation therefor, the decision of _____'s

_____ in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in _____ County within 90 days of Project completion.

- M. RESPONSIBILITY FOR CLAIMS AND LIABILITY. Consultant shall assume certain risks in connection with the performance of this Agreement and shall be liable for and shall indemnify and hold harmless _____, SCDOT, and other agencies of government from claims and liability due to negligent acts of Consultant, its subconsultants, agents, or employees in connection with the prosecution and completion of the work covered by this Agreement. Insurance requirements are listed in Attachment "D," attached hereto and incorporated herein.
- N. GENERAL COMPLIANCE WITH LAWS. Consultant and its subconsultants shall at all times observe and comply with all Federal, State, and local laws, ordinances, and regulations affecting the conduct of the work.
- O. SUBLETTING, ASSIGNMENT, OR TRANSFER. Consultant shall not assign, sublet, or transfer any of the work, except as specifically provided for under the terms of this Agreement, without prior written consent of _____. Such consent does not release or relieve Consultant, as principal, from any of its obligations and liabilities under this Agreement.

Consultant shall furnish all Contract provisions to each subconsultant which shall apply to all subconsultant agreements. All subconsultant agreements shall be provided to _____ by Consultant upon request.

- P. ETHICS ACT. By execution of this Agreement, Consultant certifies Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-705, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150, (f) Solicitation of state employees – Sections 8-13-755, 8-13-760 and 8-13-725.
- Q. DRUG-FREE WORK PLACE CERTIFICATION. By execution of this Agreement, Consultant certifies Consultant 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.
- R. OTHER CERTIFICATIONS. In addition to the certification indicated above, _____ and Consultant shall execute the certifications contained in EXHIBIT "I" CERTIFICATIONS. These certifications are incorporated and made a part of this Agreement.

S. TITLE VI. CIVIL RIGHTS ACT OF 1964. During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Consultant shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. Non-discrimination: Consultant, with regard to work performed by it after award and prior to completion of this Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.
4. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by _____ to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to _____, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of Consultant's non-compliance with the non-discrimination provisions of this Agreement, _____ shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Consultant under this Contract until Consultant complies, and/or
 - b. Cancellation, termination, or suspension of this Contract, in whole or in part.

6. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as _____ may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request _____ and SCDOT to enter into such litigation to protect the interest of _____, SCDOT and, in addition, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

T. DISADVANTAGED BUSINESS ENTERPRISES.

1. Policy. It is the policy of _____ to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, _____ shall utilize SCDOT's DBE program established in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. This Contract is subject to the provisions of SCDOT's DBE program and 49 CFR Part 26.
2. Consultant shall comply with the requirements of the specifications titled "DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL SPECIFICATIONS PROFESSIONAL SERVICES" available at <http://info2.scdot.org/professionalserv/HostDocs/Prof%20SVS%20Supp%20Spec%20July%202016.pdf>.
3. This Contract has an established DBE Goal of ____percent (____%) (see EXHIBIT "1" CERTIFICATIONS).

SCDOT is utilizing the *DBE Quarterly Reports* and *DBE Status Spreadsheet* as tracking tools.

- The DBE Quarterly Report reflects quarterly and total payments to date for all DBE firms. A separate DBE Quarterly Report must be submitted for **each** DBE firm for every active contract even if no payments were made to DBEs during the specified reporting period.
- The DBE Status Spreadsheet reflects a summary of payments to **all committed** and **non-committed** DBE firms working on the project, and must be submitted along with the DBE Quarterly Reports.

Copies of the above referenced forms are attached and fillable documents, along with instructions, are located on the SCDOT website at www.scdot.org.

The reporting quarter periods are January-March, April-June, July-September, and October-December. The reports are due to the Project Manager by the 15th day of the next month following the end of each quarter. Future payments may be withheld if the DBE Quarterly Reports and the DBE Status Spreadsheet are not submitted by the established deadlines.

4. Consultant/Subconsultant Assurances. Neither Consultant, nor its subconsultants, shall discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally-assisted contracts. Failure by Consultant, or any of its subconsultants, to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as _____ deems appropriate. Consultant shall advise its subconsultant of these provisions by including this clause in each of its subcontracts.
 5. Quoter Information. At the conclusion of this Contract, Consultant shall submit to _____ the names and addresses of all subconsultants who quoted subcontracts for this Contract.
 6. Reports on Subconsultant Payments. At the conclusion of this Contract, Consultant shall report to _____ all payments made to subconsultants on this Contract. The report shall include the following information as to each subconsultant: the name and address of the subconsultant and the total payments made to the subconsultant.
- U. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this BASIC AGREEMENT, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Consultant shall comply with Executive Order 11246, as amended by the Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60) (Appendix II to 2 CFR Part 200) and shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.
- V. PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS. _____ will not consider for award any proposal submitted by any consultant of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects. Additionally, _____ will not consent to subletting any portions of the Contract to any subconsultant of a foreign country as described above.

For the purpose of this Special Provision, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country shall be considered to be a consultant or subconsultant of such foreign country.

W. PROHIBITION ON PROCUREMENT OF CERTAIN TELECOMMUNICATIONS EQUIPMENT. In accordance with 2 CFR 200.216, Consultants, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

X. COMPLIANCE CONCERNING ILLEGAL ALIENS. By execution of this Agreement, Consultant as the prime consultant does hereby agree:

1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
2. to provide _____ with any documents required to establish such compliance upon request; and
3. to register and participate and require agreements from sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

Y. SUCCESSORS AND ASSIGNS. _____ and Consultant each bind themselves, their respective successors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.

Z. DEBARMENT AND SUSPENSION. If Consultant is placed on the government wide Excluded Parties List System in the System for Award Management at any time during the performance period of this Contract, the Contract may be terminated.

AA. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. Consultant must remain in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

- BB. ENERGY POLICY AND CONSERVATION ACT. Consultant should comply with standards and policies relating to energy efficiency contained in the Plan for State Energy Policy (S.C. Code §§ 48-52-210, et seq.).
- CC. PROCUREMENT OF RECOVERED MATERIALS. Consultant should comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- DD. IRAN DIVESTMENT ACT. Consultant shall certify compliance to the following:
1. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to S.C. Code § 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The attached representation, which is required by Section 11-57-330(A), is a material inducement for _____ to award a contract to you. (b) By signing this Certification, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the _____ immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
 2. ONGOING OBLIGATIONS: (a) You must notify _____ immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with S.C. Code § 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- EE. EXECUTION IN COUNTERPARTS. 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.
- FF. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the Parties and, except for Contract Modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the Parties relating to this work. The execution of this Agreement by the Parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

IN WITNESS WHEREOF, the Parties herein have executed this BASIC AGREEMENT as of the day and year first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Consultant Name

Witness

By: _____
(Signature)

Title: _____

[Local Government]

Witness

By: _____
[Title]

EXHIBIT "I"
CERTIFICATIONS

**ENGINEER CERTIFICATION FOR
PROJECT PLANS AND SPECIFICATIONS**

Consultant's Name: _____

Route Number: _____

File Number: _____

Project Number: _____

Project Description: _____

In order to advance the above-described project in an expeditious and efficient manner, _____ hereby assigns to the above-named consulting firm _____, hereinafter referred to as Consultant, and Consultant accepts full responsibility for all project plan and specification reviews including the approval of all information, dimensions, quantities, details and designs involved in the preparation and production of the project plans and specifications for the above-named project. In accepting this responsibility, Consultant makes the following certifications:

Consultant is a South Carolina registered engineering firm with absolute authority to accept the responsibility for its project plans and specifications; and,

Consultant entered into an agreement with the _____ South Carolina (hereinafter "the Agreement"); and,

Consultant will produce project plans and specifications that will conform with all guidelines and requirements stated in the Agreement unless a specific deviation has been requested in writing and approved by the _____ and, if applicable, SCDOT and the Federal Highway Administration (FHWA); and,

All of the work performed under the Agreement will be performed in accordance with the project specifications, and will be performed so as to meet the reasonable standard of care of the profession practicing in the locality of the services provided pursuant to the Agreement; and,

All project plans and specifications will be checked in their entirety for completeness, correctness, accuracy and consistency with other details in all respects, and will be thoroughly reviewed to be in compliance with the requirements in effect at the time of submission to the _____ and,

Each project plan sheet submitted on this project will be signed and sealed by a South Carolina Registered Engineer; and,

Pursuant to Section D of the Agreement, Consultant will be liable for all discrepancies, errors or omissions found at any time in the plans or specifications. Further, all corrections to the plans or specifications will be made at Consultant's expense and Consultant will not include the cost of corrections of faulty or deficient work on its invoice(s) to the _____; and

Failure to meet any of the above requirements may be deemed just cause, at the discretion of the _____ for withholding payment on the contract and/or termination of the Agreement pursuant to Section K, Termination of Contract.

This Engineering Certification for Project Plans and Specification is attached to and becomes part of the Agreement, with all terms and conditions of the Agreement applicable hereto.

Date: _____

Consultant Firm: _____

Name (Print): _____

Title: _____

Signature: _____

CERTIFICATION OF CONSULTANT

I hereby certify that I am a duly authorized representative of the Consultant and that neither I nor the above Consultant I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any).
- (d) been debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from covered transactions by any Federal department, state department, or agency thereof. Consultant also certifies that it and its principals: have not been convicted within the preceding three years of any of the offenses listed in 2 CFR 180.800 (a) or had a civil judgment rendered against it for one of those offenses within that time period; are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of those offenses; and have not had a public transaction (Federal, State, or local) terminated within the preceding three years for cause or default, Consultant further certifies full compliance with 23 CFR 633 Subpart A of the Federal Code.

By execution of this Agreement, Consultant certifies Consultant and all sub-consultants, contractors, sub-contractors, employees, and agents will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended, codified in Chapter 13 of Title 8 of the South Carolina Code of Laws. The State may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is to be furnished to _____, SCDOT, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

Date: _____

Consultant Firm: _____
 Name (Print): _____
 Title: _____
 Signature: _____

CERTIFICATION OF _____

I hereby certify that I am the _____ or Designee of _____ and that the above Consultant or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to SCDOT, the Federal Highway Administration, and U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

Date: _____

Agency Name: _____

Name (Print): _____

Title: _____

Signature: _____

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Agency Name: _____

Name (Print): _____

Title: _____

Signature: _____

Date: _____

Consultant Firm: _____

Name (Print): _____

Title: _____

Signature: _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CONSULTANT COMMITMENT SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Disadvantaged Business Enterprises (DBE) Supplemental Specification" included in this proposal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT RANKED CONSULTANT. FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN SANCTIONS IN ACCORDANCE WITH PART B OF THE DBE SUPPLEMENTAL SPECIFICATIONS.

| Name & Address of DBE's (Sub-contractor/Sub-consultant or Supplier) | ² Percent | ³ Description of Work (Task to Perform) | ⁴ Dollar Value |
|---|----------------------|--|---------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

BASED ON THE ABOVE, CONSULTANT'S TOTAL COMMITMENT FOR THIS CONTRACT: _____ %
THE CONTRACT DBE GOAL LISTED IN PART A OF THE SUPPLEMENTAL SPECIFICATION: _____ %

- ¹ The designation of Firm A and/or B is not considered acceptable. Firms shall be identified by name. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- ² Percent – show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Dollar Value – extended amount based on negotiated manhours and directs per each firm(s).

The form may be reproduced or additional sheets added in order to provide all requested information.

SWORN to before me this _____
day of _____, 20_____

Consultant

(SEAL)
Notary Public for _____
My commission expires: _____

By: _____

Title: _____

ATTACHMENT "A"
SCOPE OF SERVICES
AND SCHEDULE

ATTACHMENT "B"
SERVICES OF _____

_____ agrees to provide to CONSULTANT, and at no cost to CONSULTANT, the following upon request:

1. Access to and use of all reports, data and information in possession of SCDOT which may prove pertinent to the work set forth herein.
2. Existing Policies and Procedures of _____ with reference to geometrics, standards, specifications and methods pertaining to all phases of CONSULTANT's work.

ATTACHMENT "C"
ENGINEERING FEE



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 16.

| |
|---|
| ITEM TITLE: |
| Recommendation to Award Kimley Horn a Design Contract for the Realignment of SC 462 at SC 170 (\$1,031,682.25) |
| MEETING NAME AND DATE: |
| Public Facilities and Safety Committee – October 21, 2024 |
| PRESENTER INFORMATION: |
| Jared Fralix, ACA – Infrastructure (5 mins) |
| ITEM BACKGROUND: |
| <p>In 2023, Kimley Horn performed a Capacity and Safety Analysis for the realignment of SC 462 (Lowcountry Drive) and SC 170 (Okatie Highway). The current signalized intersection operates at a LOS B during the AM peak house and LOS F during the PM peak with control delays exceeding 300 seconds/vehicle. Alternatives were developed to improve these delays and provide adequate distance for the new Oldfield Way/East Argent Boulevard signal. The realignment is recommended to move between John Paul III Catholic School and Beaufort-Jasper Academy for Career Excellence. Kimley Horn is one of the County's on-call consultants through RFQ#083021E and was asked to provide a proposal for this project.</p> <p>The alternatives considered the potential of a new northbound approach that would serve as access to Beaufort County's new Law Enforcement Center.</p> |
| PROJECT / ITEM NARRATIVE: |
| <p>The design will be based on the approved concept layout dated March 21, 2024. SC 170 at SC 462 is proposed to be relocated from its current location to approximately 1,800 feet to the east. A traditional signalized intersection is proposed at the intersection of SC 462 and SC 170, a roundabout is proposed at the new SC 462 alignment with its intersection to the Old SC 462 alignment. The existing intersection of SC 462 at SC 170 is planned to be abandoned.</p> |
| FISCAL IMPACT: |
| <p>The contract fee is \$897,115. Staff recommends a 15% contingency of \$134,567.25, bringing the project budget to \$1,031,682.25. The funding for this project is Capital Funds approved in the FY 2025 budget – account 4000-80-1243-54500 with a balance of \$2,963,992.</p> |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| <p>Staff recommends approval of an award to Kimley Horn for a design contract for the realignment of SC 462 at SC 170.</p> |
| OPTIONS FOR COUNCIL MOTION: |
| <p>Motion to approve/deny an award to Kimley Horn for a design contract for the realignment of SC 462 at SC 170.</p> <p>Next Steps: Move forward to Council for a motion to approve/deny an award to Kimley Horn for a design contract for the realignment of SC 462 at SC 170.</p> |

MEMORANDUM

From: Brittane Bishop, Program and Finance Manager

Date: 10/02/2024

Subject: Determination of Price Reasonableness for Realignment of SC 462 at SC 170

Purpose

This memorandum documents the determination of price reasonableness for the procurement of Realignment of SC 462 at SC 170. The purpose is to demonstrate that due diligence has been performed ensuring that the agreed-upon price is fair and reasonable in accordance with BCPR Sec. 3- 101.18, BCPR Sec. 3-102.2, and BCPR Sec. 3-313.

Background

On July 29, 2021, Beaufort County Engineering Department published solicitation RFQ#083021E to contract with up to 3 qualified consultants experienced in providing traffic engineering services: Kimley Horn, Stantec, and Bihl Engineering. The on-call consultants are to provide proposals for each project they are assigned and will be brought before Committee and Council as outlined in the Beaufort County Procurement Code.

Price Analysis

- The fee for these services has been compared to the SC 46 widening project which has a comparable scope. Both projects are similar in length, environmental impacts, public involvement, and permitting. The total contract award was \$957,940.19 with a 10% contingency bring the project budget to \$1,053,734.19. A few of the services for comparison are below:

| Task | SC 462 Realignment | SC 46 Widening |
|--|--------------------|----------------|
| Project Management and Coordination | \$50,750 | \$60,850 |
| Utility Coordination | \$33,400 | \$34,240 |
| Plan Development | \$263,810 | \$256,972* |

*30% plan development vs full design of SC 462 Realignment

Negotiations

- During scope and fee development, it was determined that Geotechnical Engineering may have 2 phases of service which will be determined once the project begins. Terracon, a subconsultant, estimates their current fee is approximately 80-90%. Knowing this ahead, we have requested additional contingency to cover additional expenses that may arise for these services.

Conclusion

- After review of the proposal and comparison to a similar project, the fee provided by Kimley Horn appears to be fair and reasonable.



August 29, 2024

Brittane Bishop
Program and Finance Manager
Beaufort County Engineering
104 Industrial Village Road, Building #3
Beaufort, South Carolina

Re: **SC 170 at SC 462 Relocation Design**
Beaufort County, South Carolina
Proposal for Professional Consulting Services

Dear Brittane:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter proposal (the "Proposal") to Beaufort County ("Client") for providing professional services related to the intersection improvements at SC 170 at SC 462. This is the design for the approved conceptual layout for the SC 170 at SC 462 dated March 21, 2024.

PROJECT UNDERSTANDING

It is our understanding that the Client has requested Kimley-Horn to analyze, design, and permit improvements at the intersection of SC 170 at SC 462. The design will be based on the approved concept layout dated March 21, 2024. SC 170 at SC 462 is proposed to be relocated from its current location to approximately 1,800 feet to the east. A traditional signalized intersection is proposed at the intersection of SC 462 and SC 170, a roundabout is proposed at the new SC 462 alignment with its intersection to the Old SC 462 alignment. The existing intersection of SC 462 at SC 170 is planned to be abandoned.

Please note, this scope assumes the recent design improvements to the Beaufort-Jasper Water & Sewer Authority canal crossing at SC 462 will be sufficient for this project design. No structural design scope and fee is included in this scope to improve the existing BJWSA canal crossing along SC 462.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1: Project Organization and Management

1.1 Project Management

Kimley-Horn will coordinate and correspond with Beaufort County, manage design efforts, and manage the Consultant's sub-consultants and team members. Sub-consultant activities will be monitored for adherence to overall project schedule and budget.

1.1.1 Invoicing

The Consultant shall submit invoices to the Client monthly. Invoices shall include progress reports. The project should be invoiced with a breakdown of expenditures per the tasks of work approved in the contract scope. It is preferred that invoices be submitted via email in electronic PDF format. Copies of receipts for any direct expenses, sub-consultant invoices, as well as project updates should be included.

1.2 Coordination Meetings

Kimley-Horn will conduct a project kickoff meeting with County staff and all subconsultants. Kimley-Horn will prepare the meeting agenda and distribute meeting minutes to all attendees.

Kimley-Horn will conduct meetings monthly throughout the duration of the project to provide an opportunity for the key team members to review the incremental progress of the project and for general project coordination and discussion. It is assumed that these meetings will be held virtually using Microsoft Teams unless otherwise specified. Kimley-Horn will provide an updated project schedule at each monthly meeting.

Kimley-Horn will also attend up to two (2) in person meetings as needed by the County. It is assumed that the Consultant will have two (2) staff members at each meeting.

Kimley-Horn will prepare a meeting agenda and meeting materials as well as record the minutes of each meeting the Consultant attends. Kimley-Horn will distribute the meeting minutes to the meeting attendees. It is assumed the consultant will have two (2) staff members at each meeting.

Kimley-Horn will provide Beaufort County with a monthly update per a template decided upon by the Client and agreed to by the Consultant. The Consultant will provide updates on the information requested in the template at the end of each month and will detail that month's activities.

1.3 QC Statement

It is the intention of the County that design consultants are held responsible for their work, including plans review. The Consultant shall implement all necessary quality control measures to produce the required scope of work that conforms to COUNTY, SCDOT, and FHWA guidelines and standards.

The CONSULTANT shall be responsible for utilizing the necessary Quality Control procedures to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. If requested by the COUNTY, a marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required with each phase submittal. The responsible Professional Engineer or Professional Land Surveyor that performed the Quality Control Review will sign a statement certifying that the review was conducted and found to meet required specifications. The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

1.4 Deliverables

- Agendas, meeting materials, and meeting minutes
- Invoices and progress reports to be submitted to the Client in PDF format via email
- Sharefile Website

Task 2: Survey and Subsurface Utility Exploration (SUE) – By Others

At the direction of the Client, Kimley-Horn will contract with WSP to provide survey and SUE coordination services. Kimley-Horn will coordinate and manage the effort of the survey and SUE subconsultant(s) as described in the attached proposals provided by the subconsultant(s). Kimley-Horn will endeavor to coordinate the subconsultants' scope of work, schedules, and provide a cursory review of their deliverables on behalf of the Client.

The Client/Owner acknowledges that Kimley-Horn will not be reviewing the work product of Subconsultant(s) in detail and will not be liable for it in any way. If the Client has any future claim related to these services, Client will pursue Subconsultant directly and not Kimley-Horn.

Task 3: Utility Coordination – By Others

At the direction of the Client, Kimley-Horn will contract with WSP to provide utility coordination services. Kimley-Horn will coordinate and manage the effort of the utility coordination subconsultant(s) as described in the attached proposals provided by the subconsultant(s). Kimley-Horn will endeavor to coordinate the subconsultants' scope of work, schedules, and provide a cursory review of their deliverables on behalf of the Client.

The Client/Owner acknowledges that Kimley-Horn will not be reviewing the work product of Subconsultant(s) in detail and will not be liable for it in any way. If the Client has any future claim related to these services, Client will pursue Subconsultant directly and not Kimley-Horn.

Task 4: Public Involvement

4.1 Public Involvement Plan

The Consultant will prepare a detailed Public Involvement Plan (PIP) based on a review of potential project impacts, demographic data, site visits, and any meetings with local residents, businesses and/or local officials, and consultant experience with previous similar projects.

4.2 Public Information Meeting

The Consultant will be responsible for conducting one (1) open-house public information meeting, with the Client's assistance, early in the project development process to provide information to the public concerning the proposed project. The meeting will be a drop-in format with displays for viewing. The Consultant shall coordinate the date and location of the meeting with Beaufort County personnel. The Consultant will secure a venue for the public information meeting.

Consultant staff and Beaufort County personnel will discuss the project on an individual basis with interested citizens. It is assumed that at least three (3) consultant staff members with ample knowledge of the project will be required to attend and participate in the public meeting. Beaufort County staff may attend as needed.

The Consultant will be responsible for preparing all handouts and displays for the public information meeting. All materials will be provided to the Client for review and comment. The information contained in the public meeting brochures will be consistent with the information contained within the environmental document, and the format of the public meeting brochures will be consistent with the latest template/example, which will be furnished by Beaufort County. The Consultant will create a template if the Client does not provide one.

The Consultant will provide all materials necessary for the public information meeting including, but not limited to, easels for all displays, tape for hanging signs/displays, folding tables for stations, audio/video equipment as required (microphones, projector, screen, speakers, etc.), pens, and name tags for all Beaufort County and Consultant staff.

The Consultant will create a conceptual design exhibit for display at the meeting. The conceptual exhibit will show right-of-way, property, and wetland information based on available GIS data.

The Consultant and the Client's Project Manager will meet to discuss and define what information will be presented at the meeting, how it will be presented, and identify any concerns anticipated from the public. Tables/stations will be provided for the specific purpose of sharing information with the public as well as addressing public concerns. Each table should be clearly identified. Other illustrative materials (copies of documents, maps, etc.) will be considered as well as the need for audio-visual materials.

The Consultant will prepare the newspaper ad for the Public Notice and ensure that the public meeting information is posted to Beaufort County's website. The ad will be placed a minimum

of 15 calendar days prior to the meeting. Kimley-Horn will also arrange to have physical signs advertising the meeting near the project location.

Kimley-Horn will review and prepare responses to all public comments received with input from the Client.

4.3 Other Meetings

The Consultant will be prepared to meet with Beaufort County, property owners, schools, and local governments as applicable to discuss the project. The Consultant will provide plans and project documents to present at the meetings. For scoping purposes, a total of three (3) meetings are assumed and it is assumed up to two (2) consultant staff members with ample knowledge of the project will be in attendance.

4.4 Deliverables

- Public Involvement Plan (1 digital copy in PDF for review)
- Public Meeting Plan
- Public Information Meeting Displays
- Public Information Meeting Handouts

Task 5: Preliminary Road Plans

The Consultant will prepare preliminary plans based on the conceptual design dated March 21, 2024, developed by the Consultant and approved by Beaufort County. Any comments or updates requested from the County or SCDOT about the Conceptual Designs will be addressed in this task. Up to two (2) concept design modifications are included in this task. The purpose of this task is to perform design efforts to better define the construction limits. This task will also include up to two (2) demo plans for the existing SC 462 at SC 170 intersection.

Preliminary plans should establish the roadway alignment and profile in sufficient detail (and in the appropriate format) to clearly illustrate significant design features of the project to include:

- Cover Sheet
- Typical sections
- Horizontal and vertical alignments
- Road Plan and Profile Sheets
- Roundabout Grading Sheets
- Drainage Plan Sheets
- Pavement Marking and Signing Sheets
- Preliminary Lighting Plan showing possible pole locations
- Non-standard major driveway grades and tie-ins
- Verify the limits of existing right-of-way and adjacent properties
- Development of preliminary storm drainage plan and type, size, invert elevation and location of major storm drainage features including outfall ditches, sediment basins and roadway ditches
- Type, size, and location of existing major utility facilities
- Preliminary cross-sections at 50 foot intervals
- Construction limits
- Property lines, property parcel number, and ownership
- Maintenance of traffic/sequencing sketches

Kimley-Horn will develop geometric design criteria and horizontal layout for the March 21, 2024 concept design. The design will follow Beaufort County standards. The layouts will be prepared using MicroStation or AutoCAD Civil 3D and will use existing aerial mapping and GIS data as a base. Any previous construction plans at the intersection will be referenced as well if available.

Kimley-Horn will check roundabout designs with fastest path calculations, AutoTurn paths for a WB-62, and sight distance calculations.

5.1 Design Field Meeting

Representatives from the County and the Consultant, involved in roadway, traffic, and hydrologic design, will perform one (1) Design Field Review (DFR) meeting during the preliminary plan development. All information gathered during field investigations will be evaluated and the plans revised accordingly.

5.2 Preliminary Opinion of Probable Cost (OPC)

Kimley-Horn will develop one (1) preliminary opinion of probable cost for the preliminary design. The prices used for creating the cost opinion will be based upon the recent bid history for roadway projects in South Carolina. Right-of-way and/or easement acquisition costs will not be included. Utility relocation costs will also be included in the OPC.

5.3 Deliverables

- Electronic PDF copy in 22" x 36" printable format
- Four half size plan sets for the Design Field Meeting
- OPC in PDF format

Task 6: Hydrology and Hydraulic Design

The Consultant shall complete hydraulic studies and prepare associated documents in compliance with the following design criteria:

- SCDOT's Requirements for Hydraulic Design Studies, May 26, 2009 Edition;
- SCDOT Standard Drawings in effect at the time of the drainage design work by Consultant;
- The Environmental Protection Agency's (EPA) National Pollution Discharge Elimination System (NPDES) as administered under general permit by SCDOT of Health and Environmental Control (DHEC);
- The State Stormwater and Sediment and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.; and,
- Section 303(d) of the Clean Water Act
- Beaufort County Stormwater Design Standards Manual

The Consultant proposes to perform the following tasks for the project

6.1 Site Visit and Data Review

The Consultant shall perform a project data collection phase to gather technical and historical information pertinent to the project. This will include file research, report and publication review, contact with appropriate Federal, State and local agencies, review of survey data, gage data, geotechnical data, planning documents, and project plans, as well as contact with local maintenance personnel as appropriate. A field study of the project site shall be performed to inventory existing storm drainage and outfall ditches, delineate watersheds/drainage areas, and determine locations of proposed drainage structures and proposed sediment ponds. Data will be obtained in conformity with current practices of SCDOT as outlined above

6.2 Drainage Design

The Consultant will perform all aspects of the drainage design including invert elevations for all closed storm drainage systems, cross-line culverts, and energy dissipaters. Impacts to the existing hydrology due to the project will be evaluated. Based on this evaluation, design alternatives to manage the increased stormwater runoff from the project will be examined, if

required. The Consultant shall provide detailing of all drainage features including drawings, sketches, calculations, reports, and plans to the client for review and acceptance for preliminary plan preparation. The Consultant will also provide drainage plans for inclusion in construction plans, prepared on replications of the roadway plan sheets.

The hydraulic design will be conducted with the following conditions assumed:

- Drainage design will be prepared in MicroStation and will utilize Geopak Drainage software.
- Discharges for the existing condition analysis will be calculated using the Rational method. Offsite drainage areas for hydrologic calculations will be based on available county GIS data, USGS topographic maps, and the provided survey data. Should this information not be readily available, alternative data will be used as appropriate.
- The Consultant shall identify the receiving stream(s) for this project. After this determination has been made, the stream(s) should be cross-checked with SCDHEC's most current 303(d) list (<https://www.scdhec.gov/HomeAndEnvironment/Water/ImpairedWaters/Overview/>) and table for water bodies with approved TMDL's to see if this receiving stream(s) has either an approved TMDL or a soon-to-be TMDL target date. If listed, the Consultant shall provide the necessary best management practices to bring the project in conformance with SCDHEC requirements. This process should also be updated prior to construction.
- Inlet spacing will be determined in accordance with SCDOT spacing charts in addition to locating inlets at curb returns, sag locations, and upstream of crossroads or major driveway entrances.
- Pipe replacements will be based on hydraulic requirements and design criteria (minimum depth of cover, minimum slope, minimum velocities, minimum pipe size, etc.). The Consultant shall notify the Client of areas where current minimum design criteria cannot be obtained and recommend a solution that is applicable with the overall project goals for this location. Any installed pipes must use design criteria for alternative pipe selection as pipe material will be selected by contractor unless project-specific issues preclude the use of some alternative pipe types. Final approval of any proposed hydraulics design variations or alternative pipe decisions shall be made by the Client.

It is assumed that revisions to the design may be necessary due to roadway modifications or changes required from other factors. The Consultant shall include a predetermined number of hours for redesign effort for these events. If required redesign effort due to these changes exceeds the estimated hours, the Consultant will notify the Client of the additional effort required and will obtain prior approval for the cost increase prior to performing the additional work.

6.3 Sediment and Erosion Control

The Consultant will develop stormwater management and sediment and erosion control plans for the project. The Consultant shall provide the Erosion Control Data Sheet. Kimley-Horn will not design a separate BMP for water treatment as a part of the roadway plans. Additional services will be required if further post construction stormwater devices are required.

The erosion control plans will reflect a proposed design for minimizing erosion and off site sedimentation during construction. The erosion and sediment control design will include the temporary placement of sediment basins, sediment dams, silt basins, inlet structure filters, sediment tubes, temporary and permanent matting, silt ditches, and diversion dikes at specific locations along the project as necessary. The plans will reference SCDOT's Standard

Drawings for Roadway Construction to assist the contractor with the construction of these items. The plans will also identify the need to maintain, clean, and relocate these erosion control measures as the project progresses and address the removal of temporary erosion control devices following construction. Quantities for erosion and sediment control items will be calculated based on SCDOT typical drawings. Any required erosion control computations will be completed with approved methods and submitted to the Client.

6.4 Permitting

The project will require the acquisition of a National Pollutant Discharge Elimination System (NPDES) permit for the land disturbing activities from the SC Department of Health and Environmental Control (SCDHEC). The Consultant will prepare and submit a complete permit package to the Client consisting of a completed SCDHEC Notice of Intent (NOI) form and a Coastal Zone Consistency (CZC) form along with all applicable documentation required as part of the permit, including a Stormwater Pollution Prevention Plan (SWPPP). The NOI must be signed by the engineer of record for the SWPPP.

The Consultant will also apply for an MS4 application through SCDOT and/or Jasper County. The design and plans will be updated per comments received from the County.

The Consultant will be responsible for any permit fees required.

6.5 Final Drainage Report

The Consultant will prepare a report summarizing the hydrologic and hydraulic design, FEMA Flood Studies as applicable, roadway surface drainage design, NPDES studies, and sediment and erosion control recommendations and designs. The Consultant will submit the report to the Client. All design calculations, field notes, drawing, reports, and other material prepared under this proposal will be the property of the Client and will be turned over to the Client upon completion of the work.

6.6 Deliverables

The Consultant shall provide the following to Beaufort County 180 days prior to Bid Letting and submit to SCDHEC on behalf of Beaufort County:

- Completed SCDHEC Notice of Intent (NOI)- submit three (3) original copies, signed in blue ink,
- Three (3) half sized (12"x18") plan sets printed on white bond paper
- One (1) Electronic PDF copy of the Final Drainage Report

Task 7: Lighting Design

There is existing lighting at the intersection. It is recommended to adjust the lighting as needed as part of the intersection improvements

Kimley-Horn will provide photometric modeling of existing intersection. Luminaires will be modeled using lighting design software AGI-32TM and photometric calculations will be provided to determine if existing lighting is in accordance with Client standards, IESNA recommendations, and local jurisdictional lighting criteria for minimum light levels. The ground light level illuminance calculations will be measured in foot-candles (FC) and a calculation summary will be provided to identify average and uniformity ratios. Kimley-Horn assumes fixture part number, mounting guidelines, and fixture locations will be provided by the Client prior to performing analysis, with a maximum of (10) hours of coordination to gather necessary information.

Kimley-Horn anticipates one submittal during the luminaire modeling task. The lighting design submittal will illustrate the diagrammatic horizontal layout of existing lighting fixtures/poles for the proposed project area along with their corresponding illuminance values. If the existing lighting is

deemed insufficient, a new lighting design will be necessary. The final design deliverable will incorporate any comments made by the Client and Jurisdiction on the preliminary lighting plan into the final lighting plan to be submitted to the Client/ Jurisdiction for review and approval.

Kimley-Horn will provide electrical design services for the approved Roadway lighting plans. Kimley-Horn will design the proposed electrical system for powering the light fixtures to meet National Electrical Code and Client Standards. It is assumed the new lighting fixtures will require a new electrical service. Kimley-Horn will perform Utility coordination to obtain a new point of interconnection and service from the Utility with a maximum of (15) hours of coordination to gather the necessary information.

Kimley-Horn anticipates two submittals during completion of the electrical construction documents and two rounds of review by the Client and Jurisdiction. The preliminary design drawings that will include horizontal layout/routing of electrical conduits, junction boxes, distribution panels, equipment locations, and electrical service locations. The final deliverable will address all comments from the Client and Jurisdiction and include electrical plan notes, conductor and conduit sizing, circuit identification, and installation details consisting of one-line diagram and panelboard schedules.

Task 8: Final Road Construction Plans

The approved Preliminary Plans will be further developed into final roadway plans. It is assumed that the final design will stay within the footprint of the existing right-of-way, and therefore, no right-of-way plans task will be needed. Final plans will consist of the following:

- A cover sheet showing a location map, project layout, and index of drawings
- Quantity computation and a summary of estimated quantities sheet
- Typical roadway sections for the mainline and crossroads for each significant change in sections. These sections will show dimensions, a pavement schedule, and the stations over which the section applies. Also, the minimum Design Speed Criteria, and any exceptions (horizontal and vertical) to these criteria, should be shown in this sheet
- Tabulation of drainage structures and pipes in the Drainage Plans
- Details, including applicable SCDOT standards, Removal and Disposal Items; Reference Data Sheet; and additional construction details, as necessary;
- Roadway and drainage plan/profile sheets at an appropriate scale showing existing conditions, existing utilities (from field survey or information received from utility owners), survey baseline, proposed centerline, edges of pavement, curb and gutter, medians, sidewalks, driveways, construction limits, drainage, right-of-way, control of access, and easements. Proposed horizontal and vertical geometry will also be shown;
- Traffic Control Plans, Pavement Marking Plans, Signing Plans, Lighting Plans, and Erosion Control Plans, illustrating appropriate details for construction
- Cross sections, at 50-foot intervals at an appropriate scale, showing the existing ground line, proposed template, pavement depth, curb and gutter, and sidewalks. The final roadway template should show the finished roadway surface on the appropriate cross slopes (normal crown, fully or partially super-elevated) and the level of the top of sub-grade

The Consultant will generate a list of moving items or removal and disposal items based on County input. This list will be provided to the County by the Consultant for preparation of the moving items and removal and disposal items sheets.

The "Standard Specifications for Highway Construction", 2007, will apply for materials and construction of all work. The Consultant will prepare Special Provisions for those items of work not covered in the Standard Specifications or existing Standard Special Provisions.

8.1 Final Opinion of Probable Cost (OPC)

Kimley-Horn will develop one (1) final opinion of probable cost for the final design. The prices used for creating the cost opinion will be based upon the recent bid history for roadway projects in South Carolina. Utility relocation costs will also be included in the OPC.

8.2 Deliverables for final QA Review

Electronic PDF copy in 22" x36" printable format

8.3 Deliverables for Letting

Once review comments from the County have been incorporated, the Consultant shall submit the following for letting

- One (1) Electronic PDF copy in 22" x 36" printable format
- One (1) Electronic PDF copy in 22" x 36" digitally signed and sealed plans
- Roadway design calculations (if applicable)
- Approved Design Exceptions (if applicable)

Prior to turning in original plans and calculations, the Engineer(s) responsible for the Roadway and Hydraulic Design shall seal the title sheet and all plan sheets.

Task 9: SCDOT Permitting

Kimley-Horn will submit one (1) electronic copy of conceptual plans to SCDOT for review. Kimley-Horn will attend up to one (1) meeting with SCDOT to review the conceptual plans.

After revising the conceptual plans per comments from SCDOT, Kimley-Horn will submit one (1) electronic copy of preliminary design plans to SCDOT and Beaufort County for review. Kimley-Horn will also submit to Beaufort County to seek a Land Disturbance permit.

It is assumed that plans will be reviewed at the SCDOT District 6 office and to SCDOT Headquarters to review. This task assumes up to four (4) reviews from SCDOT.

Task 10: Construction Phase Services

Consultant will provide the construction phase services specifically stated below:

- Consultant will attend a Pre-Construction Conference before the start of construction.
- Construction Meetings. Consultant will attend up to three (3) construction meetings on site.
- Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.
- Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Task 11: Bid Phase Services

Kimley-Horn will prepare the bid package to be in general concurrence with previous bid packages prepared by the Client. Kimley-Horn will provide the bid package to the Client for contractors to acquire the bid package from. The Client will be responsible for advertising the project for construction.

Kimley-Horn will attend up to one (1) Pre-Bid Meeting with the Client. The Client is to provide the location for the Pre-Bid Meeting. Kimley-Horn will prepare one (1) round of meeting notes from the Pre-Bid Meeting. Kimley-Horn will be available to answer pre-bid questions and assist Beaufort County with pre-bid submittals during the bidding phase of this project.

Kimley-Horn will answer Client questions about the bid documents as needed during the bid process.

Task 12: Aquatic Resources Field Delineation and Exhibit

Prior to conducting an on-site delineation, Kimley-Horn will initiate a detailed desktop review of potential streams and wetlands. This effort will utilize various desktop and GIS databases to identify areas of focused effort during the site visit. Kimley-Horn will review, analyze, and incorporate the following readily available background material:

- Historic and Current aerial photography
- LiDAR data (if available)
- NWI and NHD databases
- NRCS soils data (hydric soils, high water table data)
- Historic and current topographic maps
- Floodplain mapping
- Local GIS data

Once the desktop review has been completed, Kimley-Horn will mobilize to the site to conduct field studies to delineate the potentially jurisdictional features on the subject site, as defined by the US Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and subsequent regional supplements and Part 328 of Title 33, Code of Federal Regulations. A figure will be produced using each of the data sources listed above.

In the field the delineated aquatic resources boundary points will be flagged and collected using a sub-meter GPS unit. This level of GPS accuracy is sufficient for jurisdictional determination submittals with the U.S. Army Corps of Engineers ("USACE").

Wetland impacts are anticipated for this project. It is expected that a Nationwide Permit (NWP) submittal to the USACE, and Coastal Zone Consistency will be required. *This scope does not account for the preparation and submittal of a USACE Nationwide permit or coastal zone consistency submittals. Effort associated with these submittals cannot be accurately estimated before the project design is overlayed on the delineated wetlands resulting from this task.* An amendment to this contract will be prepared and submitted when the quantities and types of wetland impacts are understood.

Task Deliverables:

- The deliverable for this task will be a PDF of the wetland delineation results and the digital lines for the delineated aquatic resources. Wetland shapefiles will be provided to project design engineer following the completion of the wetland delineation.

Task 13: Jurisdictional Determination and Preparation for Submittal

A primary purpose of the work described herein is to enable the Client to obtain the necessary permits for project construction. The wetland delineation effort from Task 12 will provide the basis for determining the extent of federally jurisdictional aquatic resources on site.

An AJD from the USACE is a definitive determination of the boundaries of jurisdictional resources that is generally valid for five years. The AJD is beneficial when a site has wetland areas that are truly "isolated" from other aquatic resources as the isolated wetlands will not be regulated.

If no isolated wetlands are present on site, it may be more efficient to request a Preliminary Jurisdictional Determination (PJD). The PJD is based on the assumption that all waters on site will be classified as jurisdictional features (no isolated or non-jurisdictional boundaries). This PJD determination does not require the extensive jurisdictional analysis and coordination that an AJD requires.

Following the completion of Task 12, Kimley-Horn will review the Site findings with the client and engineer to determine the most appropriate type of jurisdictional determination and prepare the applicable package. Currently, the USACE is only prioritizing JD packages associated with permit applications. Because of this, the JD package submittal will be held until the wetland permit is ready to be submitted.

Task 14: Jurisdictional Determination and Preparation for Submittal

Following completion of the wetland delineation package and review by the Client, Kimley-Horn will coordinate with the USACE for confirmation of the wetland delineation. Based on experience previously with similar projects, it is anticipated that the USACE will require a half-day meeting on-site to confirm the wetland delineation. One round of comments on mapping or data will be addressed.

Task 15: Geotechnical Engineering Services – By Others

At the direction of the Client, Kimley-Horn will contract with Terracon to provide geotechnical engineering services. Kimley-Horn will coordinate and manage the effort of the geotechnical engineering subconsultant(s) as described in the attached proposals provided by the subconsultant(s). Kimley-Horn will endeavor to coordinate the subconsultants' scope of work, schedules, and provide a cursory review of their deliverables on behalf of the Client.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Roadway post-construction stormwater controls (i.e., water quality BMPs) permitting or design services
- Water and sewer relocation plans
- Structural design services
- Box culvert design
- Nonstandard SCDOT headwall Designs
- Retaining wall design
- Section 404/401 Permit Application
- Mitigation Design
- Landscape architecture
- Real estate phase services

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

SCHEDULE

Kimley-Horn will provide a schedule to the Client. This schedule will include a project start date of October 1, 2024. Any deviations from the schedule shall be coordinated mutually between the Client and Kimley-Horn.

All work associated with this project, with the exception of construction phase services and bid phase services, is expected to be completed within 24 months from the notice to proceed date. This estimate of time includes receiving permits for construction with assumed review times for permitting agencies. Kimley-Horn has no control over review times for permitting agencies. This schedule assumes right-of-way acquisition, if necessary, will not take longer than 12 months.

FEE AND EXPENSES

Kimley-Horn will perform the services listed above for the fee below. All permitting, application, and similar project fees will be paid directly by the Client.

| Task | Fee Type | Fee |
|--|----------|------------------|
| Task 1 – Project Organization and Management | Lump Sum | \$50,750 |
| Task 2 – Survey Coordination – KH | Lump Sum | \$21,840 |
| Task 3 – Utility Coordination – KH | Lump Sum | \$8,850 |
| Task 4 – Public Involvement | Lump Sum | \$49,000 |
| Task 5 – Preliminary Roadway Plans | Lump Sum | \$200,145 |
| Task 6 – Hydrology and Hydraulic Design | Lump Sum | \$92,155 |
| Task 7 – Lighting Design | Lump Sum | \$17,300 |
| Task 8 – Final Road Construction Plans | Lump Sum | \$63,665 |
| Task 9 – SCDOT Permitting | Lump Sum | \$27,020 |
| Task 10 – Construction Phase Services | Lump Sum | \$28,460 |
| Task 11 – Bid Phase Services | Lump Sum | \$16,975 |
| Task 12 – Aquatic Resources and Field Delineation | Lump Sum | \$21,125 |
| Task 13 – Jurisdictional Determination | Lump Sum | \$9,220 |
| Task 14 – USACE | Lump Sum | \$7,610 |
| Task 15 – Geotechnical Engineering Coordination – KH | Lump Sum | \$4,050 |
| Total Lump Sum Fee | | \$618,165 |
| Survey Expense – WSP | Expense | \$222,500 |
| Utility Coordination Expense -WSP | Expense | \$33,400 |
| Geotechnical Engineering – Terracon | Expense | \$23,050* |
| Total Fee KH + WSP Expenses | | \$897,115 |
| *Geotechnical Engineering may have a phase 2 of services, it is currently too early in the project phase for Terracon to provide full a cost for their Phase 2 service. Terracon estimates their fee listed is between 80% to 90% of the total Geotechnical fee. | | |

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Proposal shall include and be subject to, and only to, the terms and conditions in the attached modified Standard Provisions, which are incorporated by reference. As used in the modified Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to **Beaufort County**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

____ Please email all invoices to _____@_____.

____ Please email invoices to _____@_____. AND provide a hard copy to the address listed above (please note below if it should be to some else's attention or an alternative address).

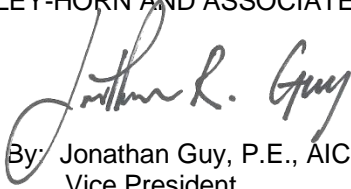
____ Please ONLY provide a hardcopy invoice to the address listed above (please note below if it should be to some else's attention or an alternative address).

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Proposal in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Proposal are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services to you.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jonathan Guy, P.E., AICP, PTOE
Vice President



Dillon Turner, P.E., PTOE
Project Manager

Beaufort County

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachments

1. March 21, 2024 Concept
2. Kimley-Horn Hour Estimate
3. WSP Survey & SUE Scope
4. Terracon Scope

-



Submittal #3 08/29/2024
 SC 170 at SC 462 Design
 Kimley-Horn Staff Hours & Fees Estimated

| Task 1 - Project Organization and Management | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
|--|---------------------------------------|------------------------|--------------|-------------|-----------|--------------|
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| 1.1 - Project Management | | | | | | |
| Management, Coordination, Workload Planning | 40 | 8 | 40 | 0 | \$ 100.00 | |
| Task 1.1 Hours: | 40 | 8 | 40 | 0 | | |
| Task 1.1 Fees: | \$ 10,200.00 | \$ 2,360.00 | \$ 8,000.00 | \$ - | \$ 100.00 | \$ 20,660.00 |
| 1.2 - Coordination Meetings | | | | | | |
| Kickoff Meeting | 1 | 1 | 2 | 2 | \$ 200.00 | |
| 2 In-person meetings | 4 | 0 | 8 | 0 | \$ 400.00 | |
| Monthly Meetings (Assume 16 months for project) | 20 | 20 | 0 | 0 | | |
| Task 1.2 Hours: | 25 | 21 | 10 | 2 | | |
| Task 1.2 Fees: | \$ 6,375.00 | \$ 6,195.00 | \$ 2,000.00 | \$ 300.00 | \$ 600.00 | \$ 15,470.00 |
| 1.4 - Deliverables | | | | | | |
| Agendas, Meeting Materials and Minutes, Invoices, and Progress Reports | 24 | 0 | 24 | 24 | \$ 100.00 | |
| Task 1.4 Hours: | 24 | 0 | 24 | 24 | | |
| Task 1.4 Fees: | \$ 6,120.00 | \$ - | \$ 4,800.00 | \$ 3,600.00 | \$ 100.00 | \$ 14,620.00 |
| Kimley-Horn Fee: | | | | | | \$ 50,750.00 |

| Task 2 - Survey and Subsurface Utility Exploration | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
|--|---------------------------------------|------------------------|--------------|-------------|---------------|---------------|
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| Survey & SUE by WSP | | | | | \$ 222,500.00 | |
| Meetings with WSP | 15 | 10 | 10 | 12 | | |
| Survey Coordination | 15 | 12 | 12 | 10 | | |
| Task 2 Hours: | 30 | 22 | 22 | 22 | | |
| Task 2 Fees: | \$ 7,650.00 | \$ 6,490.00 | \$ 4,400.00 | \$ 3,300.00 | \$ 222,500.00 | \$ 244,340.00 |
| Kimley-Horn Fee: | | | | | | \$ 244,340.00 |

| Task 3 - Utility Coordination | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
|---------------------------------|---------------------------------------|------------------------|--------------|-------------|--------------|--------------|
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| Utility Coordination by WSP | | | | | \$ 33,400.00 | |
| Meetings with WSP | 5 | 4 | 5 | 5 | | |
| Coordination with Subconsultant | 5 | 6 | 5 | 4 | | |
| Task 3 Hours: | 10 | 10 | 10 | 9 | | |
| Task 3 Fees: | \$ 2,550.00 | \$ 2,950.00 | \$ 2,000.00 | \$ 1,350.00 | \$ 33,400.00 | \$ 42,250.00 |
| Kimley-Horn Fee: | | | | | | \$ 42,250.00 |

| Task 4 - Public Involvement | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
|--|---------------------------------------|------------------------|--------------|-------------|-----------|--------------|
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| 4.1 Public Involvement Plan | | | | | | |
| PIP Research | 3 | 1 | 7 | 14 | | |
| PIP Writing | 3 | 1 | 7 | 14 | | |
| Task 4.1 Hours: | 6 | 2 | 14 | 28 | | |
| Task 4.1 Fees: | \$ 1,530.00 | \$ 590.00 | \$ 2,800.00 | \$ 4,200.00 | \$ - | \$ 9,120.00 |
| 4.2 Public Information Meeting | | | | | | |
| Meeting | 7 | 7 | 7 | 0 | | |
| Meeting Materials (Handouts, displays, etc.) | 3 | 1 | 7 | 27 | \$ 900.00 | |
| Conceptual Exhibit | 1 | 1 | 1 | 7 | | |
| Pre-meeting Coordination with County | 4 | 1 | 1 | 1 | | |
| Advertising Signage | 7 | 0 | 0 | 7 | | |
| Public Comment Review and Responses | 20 | 3 | 7 | 20 | | |
| Task 4.2 Hours: | 42 | 13 | 23 | 62 | | |
| Task 4.2 Fees: | \$ 10,710.00 | \$ 3,835.00 | \$ 4,600.00 | \$ 9,300.00 | \$ 900.00 | \$ 29,345.00 |
| 4.3 Other Meetings | | | | | | |
| Meetings (3 Assumed) | 12 | 12 | 0 | 0 | | |
| Task 4.3 Hours: | 12 | 12 | 0 | 0 | | |
| Task 4.3 Fees: | \$ 3,060.00 | \$ 3,540.00 | \$ - | \$ - | \$ - | \$ 6,600.00 |
| 4.4 Deliverables | | | | | | |
| Documents | 8 | 1 | 8 | 0 | | |
| Task 4.4 Hours: | 8 | 1 | 8 | 0 | | |
| Task 4.4 Fees: | \$ 2,040.00 | \$ 295.00 | \$ 1,600.00 | \$ - | \$ - | \$ 3,935.00 |
| Kimley-Horn Fee: | | | | | | \$ 49,000.00 |

| Task 5 - Preliminary Road Plans | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
|---|---------------------------------------|------------------------|--------------|--------------|----------|---------------|
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| Preliminary Plans | | | | | | |
| Concept Design Modifications | 15 | 10 | 10 | 24 | | |
| Demo Plans | 12 | 6 | 6 | 12 | | |
| Design Criteria | 7 | 0 | 4 | 12 | | |
| Project Area Research (Previous Plans, Parcels, Wetlands) | 9 | 4 | 16 | 12 | | |
| Cover Sheet | 7 | 0 | 4 | 12 | | |
| Typical Sections | 7 | 0 | 6 | 24 | | |
| Horizontal and Vertical Alignments | 10 | 0 | 6 | 24 | | |
| Fastest Path Calculations | 11 | 0 | 6 | 24 | | |
| AutoTURN Checks | 10 | 0 | 4 | 12 | | |
| Plan and Profile Sheets | 7 | 0 | 6 | 24 | | |
| Roundabout Grading and Sheets | 4 | 0 | 31 | 73 | | |
| Drainage Plan Sheets | 4 | 0 | 6 | 24 | | |
| Pavement Marking and Signing Sheets | 2 | 0 | 12 | 49 | | |
| Preliminary Lighting Plan Sheets (Design in Task 9) | 4 | 0 | 4 | 12 | | |
| Non-Standard major driveway grades and tie ins | 4 | 0 | 6 | 24 | | |
| Existing Utility Plans | 2 | 0 | 4 | 12 | | |
| Cross-Sections | 4 | 0 | 12 | 49 | | |
| Construction Limits | 4 | 0 | 4 | 12 | | |
| Construction Staging Sketches | 2 | 4 | 31 | 73 | | |
| QA/QC | 16 | 10 | 61 | 49 | | |
| Preliminary Plan Hours: | 141 | 34 | 239 | 557 | | |
| Preliminary Plan Fees: | \$ 35,955.00 | \$ 10,030.00 | \$ 47,800.00 | \$ 83,550.00 | \$ - | \$ 177,335.00 |

| | | | | | | |
|--|-------------|-------------|-------------|-------------|------|---------------|
| 5.1 - Design Field Review Meeting and Prep | 5 | 5 | 12 | 12 | | |
| Task 5.1 Hours: | 5 | 5 | 12 | 12 | | |
| Task 5.1 Fees: | \$ 1,275.00 | \$ 1,475.00 | \$ 2,400.00 | \$ 1,800.00 | \$ - | \$ 6,950.00 |
| 5.2 - Preliminary Opinion of Probable Cost (OPC) | | | | | | |
| Quantity Calculations | 0 | 0 | 5 | 24 | | |
| Utility Research and Calculations | 0 | 2 | 12 | 24 | | |
| Pay Item Prices Research | 2 | 2 | 2 | 5 | | |
| Task 5.2 Hours: | 2 | 4 | 19 | 53 | | |
| Task 5.2 Fees: | \$ 510.00 | \$ 1,180.00 | \$ 3,800.00 | \$ 7,950.00 | \$ - | \$ 13,440.00 |
| 5.3 - Deliverables | | | | | | |
| Preliminary Plans | 2 | 0 | 2 | 2 | | |
| OPC | 2 | 0 | 2 | 2 | | |
| Task 5.3 Hours: | 4 | 0 | 4 | 4 | | |
| Task 5.3 Fees: | \$ 1,020.00 | \$ - | \$ 800.00 | \$ 600.00 | \$ - | \$ 2,420.00 |
| Kimley-Horn Fee: | | | | | | \$ 200,145.00 |

| Task 6 - Hydrology and Hydraulic Design | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
|--|---------------------------------------|------------------------|--------------|--------------|----------|--------------|
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| 6.1 Site Visit and Data Review | | | | | | |
| Background Research | 5 | 2 | 12 | 24 | | |
| Site Visit | 0 | 0 | 12 | 12 | | |
| Task 6.1 Hours: | 5 | 2 | 24 | 36 | | |
| Task 6.1 Fees: | \$ 1,275.00 | \$ 590.00 | \$ 4,800.00 | \$ 5,400.00 | \$ - | \$ 12,065.00 |
| 6.2 Drainage Design | | | | | | |
| Conveyance, Capacity, and Geometric Design | 12 | 0 | 37 | 98 | | |
| Revisions due to Roadway Updates | 5 | 2 | 12 | 61 | | |
| Task 6.2 Hours: | 17 | 2 | 49 | 159 | | |
| Task 6.2 Fees: | \$ 4,335.00 | \$ 590.00 | \$ 9,800.00 | \$ 23,850.00 | \$ - | \$ 38,575.00 |
| 6.3 Sediment and Erosion Control | | | | | | |
| Erosion Control Measure Selection and Locating | 5 | 2 | 24 | 24 | | |
| Construction Plan Implementation | 5 | 0 | 5 | 12 | | |
| Task 6.3 Hours: | 10 | 2 | 29 | 36 | | |
| Task 6.3 Fees: | \$ 2,550.00 | \$ 590.00 | \$ 5,800.00 | \$ 5,400.00 | \$ - | \$ 14,340.00 |
| 6.4 Permitting | | | | | | |
| NOI | 0 | 0 | 2 | 24 | | |
| CZC | 0 | 0 | 12 | 12 | | |
| MS4 | 0 | 0 | 2 | 5 | | |
| SWPPP | 5 | 0 | 5 | 24 | | |
| Task 6.4 Hours: | 5 | 0 | 21 | 65 | | |
| Task 6.4 Fees: | \$ 1,275.00 | \$ - | \$ 4,200.00 | \$ 9,750.00 | \$ - | \$ 15,225.00 |
| 6.5 Final Drainage Report | | | | | | |
| Report Writing and Compilation | 0 | 0 | 5 | 37 | | |
| Task 6.5 Hours: | 0 | 0 | 5 | 37 | | |
| Task 6.5 Fees: | \$ - | \$ - | \$ 1,000.00 | \$ 5,550.00 | \$ - | \$ 6,550.00 |
| 6.6 Deliverables | | | | | | |
| NOI | 2 | 2 | 2 | 2 | | |
| Plans | 2 | 2 | 2 | 2 | | |
| Drainage Report | 2 | 2 | 2 | 2 | | |
| Task 6.6 Hours: | 6 | 6 | 6 | 6 | | |
| Task 6.6 Fees: | \$ 1,530.00 | \$ 1,770.00 | \$ 1,200.00 | \$ 900.00 | \$ - | \$ 5,400.00 |
| Kimley-Horn Fee: | | | | | | \$ 92,155.00 |

| Task 7 - Lighting Design | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
|------------------------------------|---------------------------------------|------------------------|--------------|--------------|----------|--------------|
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| Lighting Plans | 1 | 1 | 3 | 12 | | |
| Existing Lighting Analysis | 1 | 1 | 4 | 24 | | |
| Proposed Lighting Design | 1 | 1 | 9 | 33 | | |
| Coordination for electrical tie in | 1 | 1 | 1 | 9 | | |
| Task 7 Hours: | 4 | 4 | 17 | 78 | | |
| Task 7 Fees: | \$ 1,020.00 | \$ 1,180.00 | \$ 3,400.00 | \$ 11,700.00 | \$ - | \$ 17,300.00 |
| Kimley-Horn Fee: | | | | | | \$ 17,300.00 |

| Task 8 - Final Road Construction Plans | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
|--|---------------------------------------|------------------------|--------------|--------------|----------|--------------|
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| Final Construction Plans | | | | | | |
| Updates to Sheets from Preliminary Plans | 12 | 0 | 37 | 146 | | |
| Summary of Estimated Quantities Sheet | 2 | 0 | 12 | 37 | | |
| Traffic Control Plans | 2 | 0 | 12 | 24 | | |
| Final Construction Plans Hours: | 16 | 0 | 61 | 207 | | |
| Final Construction Plans Fees: | \$ 4,080.00 | \$ - | \$ 12,200.00 | \$ 31,050.00 | \$ - | \$ 47,330.00 |
| 8.1 - Deliverable for final QA Review | | | | | | |
| Internal QA/QC | 24 | 12 | 18 | 0 | | |
| Signing and Sealing Plans | 5 | 0 | 0 | 0 | | |
| Task 8.1 Hours: | 29 | 12 | 18 | 0 | | |
| Task 8.1 Fees: | \$ 7,395.00 | \$ 3,540.00 | \$ 3,600.00 | \$ - | \$ - | \$ 14,535.00 |
| 9.2 - Deliverables for Letting | | | | | | |
| Finalized Plans | 2 | 2 | 2 | 2 | | |
| Task 8.2 Hours: | 2 | 2 | 2 | 2 | | |
| Task 8.2 Fees: | \$ 510.00 | \$ 590.00 | \$ 400.00 | \$ 300.00 | \$ - | \$ 1,800.00 |
| Kimley-Horn Fee: | | | | | | \$ 63,665.00 |

| Task 9 - SCDOT Permitting | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
|-----------------------------------|---------------------------------------|------------------------|--------------|-----------|----------|--------------|
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| Encroachment Permit Application | 0 | 2 | 0 | | | |
| Permit Checklist | 0 | 2 | 0 | | | |
| Authorization Letter | 0 | 0 | 2 | | | |
| Pavement Design Coordination | 0 | 5 | 9 | | | |
| Performance Bond Coordination | 0 | 2 | 5 | | | |
| Drainage Statement | 0 | 2 | 5 | | | |
| Submittal #1 | 3 | 0 | 8 | | | |
| Comment Response to First Review | 1 | 2 | 2 | | | |
| Submittal #2 | 2 | 6 | 8 | | | |
| Comment Response to Second Review | 1 | 2 | 2 | | | |
| Submittal #3 | 2 | 6 | 8 | | | |
| Comment Response to Third Review | 1 | 2 | 2 | | | |
| Submittal #4 | 2 | 6 | 8 | | | |
| Comment Response to Second Review | 1 | 2 | 2 | | | |
| Task 9 Hours: | 13 | 39 | 61 | 0 | | |
| Task 9 Fees: | \$ 3,315.00 | \$ 11,505.00 | \$ 12,200.00 | \$ - | \$ - | \$ 27,020.00 |
| Kimley-Horn Fee: | | | | | | \$ 27,020.00 |

| Task 10 - Construction Phase Services | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
|---|---------------------------------------|------------------------|--------------|-------------|--------------|--------------|
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| Pre-Construction Meeting | 16 | 15 | 0 | 0 | | |
| Construction Meetings on Site (assume 3) | 18 | 0 | 0 | 18 | | |
| Responses to Contractor RFI's | 12 | 14 | 8 | 8 | | |
| Shop Drawing Review (Assume Drainage Structures Only) | 0 | 5 | 0 | 8 | | |
| Task 10 Hours: | 46 | 34 | 8 | 34 | | |
| Task 10 Fees: | \$ 11,730.00 | \$ 10,030.00 | \$ 1,600.00 | \$ 5,100.00 | \$ - | \$ 28,460.00 |
| Kimley-Horn Fee: | | | | | | \$ 28,460.00 |
| Task 11 - Bid Phase Services | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| Pre-Bid Meeting | 5 | 0 | 4 | 4 | | |
| Bid Package | 5 | 2 | 10 | 10 | | |
| Client Questions | 16 | 9 | 8 | 4 | | |
| Task 11 Hours: | 26 | 11 | 22 | 18 | | |
| Task 11 Fees: | \$ 6,630.00 | \$ 3,245.00 | \$ 4,400.00 | \$ 2,700.00 | \$ - | \$ 16,975.00 |
| Kimley-Horn Fee: | | | | | | \$ 16,975.00 |
| Task 12 - Aquatic Resources and Field Delineation/Exhibit | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| Desk top review | 8 | 6 | 8 | 8 | \$ 2,500.00 | |
| Site Visit | 15 | 12 | 12 | 15 | | |
| Task 12 Hours: | 23 | 18 | 20 | 23 | | |
| Task 12 Fees: | \$ 5,865.00 | \$ 5,310.00 | \$ 4,000.00 | \$ 3,450.00 | \$ 2,500.00 | \$ 21,125.00 |
| Kimley-Horn Fee: | | | | | | \$ 21,125.00 |
| Task 13 - Jurisdictional Determination Prep and Submittal | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| JD Prep | 6 | 5 | 5 | 6 | | |
| JD Submittal | 6 | 3 | 5 | 6 | | |
| Task 13 Hours: | 12 | 8 | 10 | 12 | | |
| Task 13 Fees: | \$ 3,060.00 | \$ 2,360.00 | \$ 2,000.00 | \$ 1,800.00 | \$ - | \$ 9,220.00 |
| Kimley-Horn Fee: | | | | | | \$ 9,220.00 |
| Task 14 - USACE | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| USACE Field Confirmation | 10 | 8 | 6 | 10 | | |
| Task 14 Hours: | 10 | 8 | 6 | 10 | | |
| Task 14 Fees: | \$ 2,550.00 | \$ 2,360.00 | \$ 1,200.00 | \$ 1,500.00 | \$ - | \$ 7,610.00 |
| Kimley-Horn Fee: | | | | | | \$ 7,610.00 |
| Task 15 - Geotechnical Engineering Coordination | Project Manager/Senior Professional I | Senior Professional II | Professional | Analyst | Expenses | Task Fees |
| | \$ 255.00 | \$ 295.00 | \$ 200.00 | \$ 150.00 | | |
| Geotechnical Engineering - Terracon | | | | | \$ 23,050.00 | |
| Meetings with Terracon | 5 | 0 | 0 | 5 | | |
| Coordination with Subconsultant | 5 | 0 | 0 | 5 | | |
| Task 15 Hours: | 10 | 0 | 0 | 10 | | |
| Task 15 Fees: | \$ 2,550.00 | \$ - | \$ - | \$ 1,500.00 | \$ 23,050.00 | \$ 27,100.00 |
| Kimley-Horn Fee: | | | | | | \$ 27,100.00 |

2024-06-26

Confidential

Dillon Turner
Kimley-Horn, Inc.
115 Fairchild Street, Suite 250
Charleston, SC 29492

Subject: SC-170/SC-462 Intersection Improvements
Opportunity Code: 2024US289368

Dear Mr. Turner:

WSP, Inc. is pleased to submit this cost proposal to Kimley-Horn, Inc. to provide surveying, SUE, and utility coordination services for the intersection improvements in Beaufort County at SC-170 and SC-462 in Okatie, SC.

Project Understanding

We understand that Beaufort County has engaged Kimley-Horn, Inc. to prepare plans and specifications for intersection improvements at SC-170 and SC-462 in Beaufort County. The proposed project will involve a wide range of transportation design services including but not limited to, surveying, roadway design, roadway hydrology, utility coordination, environmental surveys and permitting, and geotechnical services. The proposed project limits are shown in figure 1 below. WSP will be providing at the request of Kimley-Horn, Inc. surveying, SUE, and utility coordination services as outlined in the scope below.



Figure 1: Project Location

Proposed Scope

Following is a summary of scope of services for this project:

I. TOPOGRAPHIC SURVEYING SERVICES

- A. WSP will provide planimetric and topographical surveying services prepared in conformity with the Standards of Practice Manual for Surveying in South Carolina and SCDOT.
- B. Planimetric surveys will be performed to locate, and map discovered cultural (man-made) and natural features pertinent to the project. All planimetric features should include descriptions of its material, type, species, size, condition, etc. These items include, but are not limited to the following:
 - Roadways, curb and gutter, paved areas
 - Sidewalks, trails
 - Buildings, canopies, decks, steps
 - Signs, mailboxes, columns, flag poles
 - Stately trees, ornamental trees, wooded area boundaries, shrubs
 - Fences, walls, guard rails
 - Streams, rivers, lakes, marshes
 - Wetland flags

- Utility poles, telephone pedestals, meter boxes
 - Sanitary sewer and storm drainage structures
 - Property corners and monuments found within the project limits
 - OCRM Critical lines flagging
- C. Topographical surveys will be performed within the pre-determined survey corridor, to collect three-dimensional data for all topographic breaklines, natural and cultural (man-made) features, and ground survey data. All measurements along longitudinal features or breaklines will be taken at regular intervals, not to exceed 50 ft spacing between shots.
- D. Mapping will include all planimetric and topographical data plotted at one-foot contour intervals, with spot elevations noted including the location of existing structures, above ground visible evidence of utilities and other features. The planimetric portion will also include the locations of buildings, with finished floor elevations, fences, pavements, with type (i.e., asphalt, concrete), striping and traffic control markers, curb and gutter, including edge of asphalt, flow line, and back of curb, walls, and signage with indications as to what the type of sign is. Road right of way will be established and side property lines will be shown based on monuments found during field work. Water bodies will include a water surface elevation and break line information such as top/toe of slopes.
- E. A tree survey will be performed withing the project corridor and will include trees 10" or greater in DBH.
- F. For storm and sanitary structure, rim and invert elevations will be shown along with pipe size and material.
- G. A minimum of two on-site benchmarks will be provided and shown. The horizontal datum to be used for the project will be SC NAD 83 (2011) and the Vertical datum will be based on NAVD '88. Standard conventional surveying equipment, GNSS collection equipment, and digital levels will be used.
- H. Our services will include the location, size, and species of all grand trees regulated by the municipality.
- I. Deliverables to include 2D & 3D mapping.

II. UTILITY COORDINATION SERVICES

- A. Project limits are as shown in Figure 1 above,
- B. Approximate length of project is 9,600 linear feet,
- C. General project widths are R/W to R/W,
- D. Anticipate two submittals (Preliminary Utility Report at 60% plans & Final Utility Report at 90% plans),
- E. Modified scope and fee could be reduced at a later date once all utility owners and utility locations have been determined and or impacted by proposed design,

III. SUBSURFACE UTILITY ENGINEERING

The SUE scope of work is as follows:

WSP USA, Inc. (WSP) proposes to provide the following Subsurface Utility Engineering (SUE) Quality Levels (QL) within the project limits as provided. All SUE services will be performed in accordance with CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of

Existing Subsurface Utility Data”. WSP shall request utility record information from facility owners (public and/or private) with infrastructure within the project limits. The Client is encouraged to share with WSP all available information within their possession pertaining to existing utilities within the project limits. Records research must be performed to meet the standard definitions for SUE data.

- A. Quality Level B (QLB): WSP will use industry-accepted methods to search for and designate the approximate horizontal positions of existing non-gravity utilities within the survey limits. Utilities will be marked on the ground surface in accordance with American Public Works Association (APWA) color codes based on their type. Utilities whose type cannot be identified due to the lack of above-ground appurtenances will be marked in pink paint within the survey limits and annotated as “Unknown” in the final deliverables.
- B. Quality Level C (QLC): WSP shall perform a survey of above-ground appurtenances within the survey limits. Known non-gravity utilities, based on available utility record data within these limits, whose horizontal positions cannot be determined due to known and/or unknown environmental factors, will be depicted in the final deliverable based on record data and correlated to the survey. These utilities will be annotated as “DATUR” (Depicted According To Utility Record).
- C. Quality Level D (QLD): Known non-gravity utilities, based on available utility record data within the project limits, whose horizontal positions cannot be determined due to known and/or unknown environmental factors and lack of above-ground appurtenances, will be depicted in the final deliverable based on record data. These utilities will be annotated as “DATUR”.
- D. Our investigation involves both passive and active utility designating equipment that detects induced or naturally occurring energy fields on conductive type utilities. Please note that while our marking of underground utilities is reliable, it represents the approximate location of the underground utility as marked on the ground. Accuracy is subject to various factors beyond WSP control, including limitations of equipment technology and site conditions such as access to utility structures, depth and conductivity of utilities, soil composition, and moisture content.
- E. This estimate does not include the collection of test hole information or Quality Level A (QLA) data. If this information is determined to be needed at a later date during the design stage, test holes will be billed on a per each basis at an agreed upon rate.

IV. PROJECT SCHEDULE

WSP estimates being able to begin work within twenty (20) working days after being issued a NTP. We also anticipate survey deliverables to be completed 130 days past NTP.

V. ASSUMPTIONS

- A. A true boundary survey is not anticipated for this project. The property lines to be included on the survey will be based on locating at least two property corners and deed plotting the property lines.
- B. If WSP makes a site visit and cannot access (some or all of) the property, additional fees will be required.
- C. Any additional studies not mentioned in this scope (such as utility design services, etc.) would require a change order to this scope and fee.
- D. The project schedule is based on receipt of a notice to proceed on or about August 1, 2024.

VI. CLIENT RESPONSIBILITIES

- A. Facilitate obtaining any needed permissions (i.e. property owners for surveys; if necessary) for the services outlined above.
- B. Any necessary CAD, property files, existing plans, or design files.

VII. ADDITIONAL SERVICES

All services not listed under "Services" are considered Additional Services. The compensation for these services will be in addition to that for "Services." "Additional Services" include, but are not limited to the following:

- A. Engineering services incident to project scope changes beyond WSP's control.
- B. Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with prior approvals or instructions.
- C. Services made necessary by owner's default or by defects in the work of the owner.
- D. Preparing "As Built" drawings.
- E. Providing more representation and/or observation at the work site during construction (at the request of Owner or Contractor), than listed under "Services."
- F. Providing services in connection with future facilities or structures not to be constructed as part of this project.
- G. Providing services for additional zoning variances or special exceptions, traffic impact studies, environmental clearance and hazardous waste screening, environmental or habitat studies and wetland delineations, construction stakeout, flood studies, field survey of the floodplain, underground storage tank removal and/or remediation, hydrogeological well siting, drilling, and yield withdraw and drawdown testing with respect to additional on-site water determination, site lighting and design of a new electric service.
- H. Environmental Services, incident to project scope changes beyond WSP's Control.

VIII. COMPENSATION

- A. "Services," upon which compensation is based, will be lump sum and invoiced based on percentage of work performed.
- B. "Services" will be provided for a lump sum fee of \$255,900 to be invoiced at WSP’s completion of the following phases at the following amounts:

TOTAL FOR SERVICES \$255,900

| | |
|--|------------|
| Project Management and QC | \$ 1,500 |
| Topographic Survey | \$ 138,000 |
| SUE Surveys | \$ 83,000 |
| Utility Coordination | \$ 27,500 |
| Direct Expenses (including traffic control for 2 days @ \$2,350/day if needed) | \$ 5,900 |

This scope may be amended as needed according to your project requirements and WSP will happily modify any effort or fees at your request to better suit your needs. If you have any questions or need further information, please do not hesitate to contact Kevin Ulmer at 803-429-8363 or kevin.ulmer@wsp.com.

Yours sincerely,



David Gourley, P.E.
Senior Vice President, Civil Engineering



379 Browns Cove Road, Suite C
Ridgeland, SC 29936
P (843) 258-7075
Terracon.com

Item 16.

August 27, 2024

Kimley-Horn and Associates Inc.
115 Fairchild Street, Suite 250
Charleston, SC 29492

Attn: Dillon Turner
P:(843) 574-8593
E:dillon.turner@kimley-horn.com

RE: Proposal for Geotechnical Engineering Services
Relocation of SC-462 at SC-170
SC-462 and SC-170
Ridgeland, SC 29936

Dear Mr. Turner:

We appreciate the opportunity to submit this proposal to Kimley-Horn and Associates Inc. to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

| | |
|-----------|-----------------------------------|
| Exhibit A | Project Understanding |
| Exhibit B | Scope of Services |
| Exhibit C | Compensation and Project Schedule |
| Exhibit D | Site Location |
| Exhibit E | Anticipated Exploration Plan |

See **Exhibit C** for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon Consultants, Inc.

Kyle Nicholson, EIT
Staff Geotechnical Engineer

Guoming Lin, Ph.D., P.E., D.GE
Senior Consultant

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Kimley-Horn and the expected subsurface conditions as described below. We have visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

| Item | Description |
|---------------------------------|---|
| Information Provided | The following were provided by the client via email communication on July 19, 2024. <ul style="list-style-type: none"> ○ Conceptual Site Map |
| Project Description | The project will consist of relocating the intersection of SC-462 and SC-170 to the east and placing a traffic circle on SC-462 north of the new intersection. |
| Proposed Roadways | The project will include a new section of SC-462 that includes a traffic circle. |
| Finished Grade Elevation | Final grade elevation is assumed to be near the existing grade of SC-170 and SC-462. |
| Pavements | Flexible (asphalt) pavement sections should be considered. The following traffic data was provided by Kimley-Horn: <ul style="list-style-type: none"> ■ SC 170 <ul style="list-style-type: none"> ○ 46,000 AADT (future 20 years) ○ 6% Heavy Vehicles ■ SC 462 <ul style="list-style-type: none"> ○ 22,000 AADT (future 20 years) ○ 10% Heavy Vehicles |

Site Location and Anticipated Conditions

| Item | Description |
|------------------------------|---|
| Parcel Information | The project is located at SC-462 and SC-170 in Ridgeland, SC 29936. Latitude: 32.3514°, Longitude: -80.9232° |
| Existing Improvements | The proposed roadway section is heavily wooded. Utilities are assumed to be present in the right-of-way areas for both SC-170 and SC-462. |
| Existing Topography | Assumed to be relatively level. |
| Site Access | The site is assumed to be accessible by Terracon's track mounted drill rig after limited site clearing. |

Assumptions / Exclusions

The project is currently at a preliminary stage. Information such as cross sections to show fill heights, slopes, and crossline pipes are not available. As such we propose to perform a preliminary subsurface investigation to provide preliminary geotechnical data, and any construction difficulties. At a later time, when cross sections are available, we can remobilize to perform a final subsurface investigation and provide a final geotechnical engineering report. Anticipated exploration plan has been provided for preliminary stage – see Exhibit E. Final exploration plan will be provided when project information such as cross sections are available.

The following were assumed for preparing this proposal for preliminary phase.

- SC 170 and SC 462 are maintained by SCDOT. Encroachment permits necessary to perform our field exploration will be obtained from SCDOT.
- Additionally, Terracon will send certified letters to private property owners to inform them that we will be performing geotechnical exploration. Any additional property access efforts will be coordinated with Kimley-Horn.
- All fill heights are less than 5 feet and slopes are 2:1 or flatter.
- Cut excavations exceeding 5 feet of exposed heights are not expected.
- Crossline pipes/culverts exceeding 48 inches in diameter are not expected.
- Earth retaining structures are not expected.
- Survey of geotechnical testing locations will be performed by others.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

| Number of Exploration Locations | Type of Exploration | Planned Boring Depth (feet) ¹ | Planned Location ² |
|---------------------------------|---------------------|--|-------------------------------|
| 5 | Hand Auger w/ DCP | 5 | Proposed Roadway Sections |
| 5 | Hand Auger | 5 | |
| 4 | CPT Sounding | 20 | |

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet.

Subsurface Exploration Procedures: We plan to push the CPT soundings with a track-mounted drill rig. CPT sounding is a new technology in which an electronically instrumented cone penetrometer is hydraulically pushed through the soil while nearly continuous readings are recorded to a portable computer. The cone is equipped with electronic load cells to measure tip resistance and sleeve resistance and a pressure transducer to measure the generated ambient pore pressure. The face of the cone has an apex angle of 60° and an area of 10 or 15 cm². Digital data representing the tip resistance, friction resistance, pore water pressure, and probe inclination angle are recorded about every 2 centimeters while advancing through the ground at a rate between 1½ and 2½ centimeters per second. These measurements are correlated to various soil properties used for geotechnical design. No soil samples are gathered through this subsurface investigation technique.

CPT soundings will be performed in accordance with ASTM D5778. The CPT data can be used to determine soil stratigraphy and to estimate soil parameters such as undrained shear strength and modulus of compression.

All hand auger borings will be conducted in general accordance with ASTM D1452. In this test, hand auger boring is drilled by rotating and advancing a bucket auger to the desired depths while periodically removing the auger from the hole to clear and examine the auger cuttings. The soils will be visually classified by a geotechnical engineer or geologist in

accordance with ASTM D2488. All hand auger borings will be conducted to an average depth of 5 feet below ground surface (BGS) or until auger refusal.

At five (5) of the hand auger test locations, a Kessler dynamic cone penetrometer (DCP) test will be conducted to a depth of 5 feet below ground surface in general accordance with ASTM D6951.

Our exploration team will prepare field boring logs as part of standard hand auger operations including sampling depths and other relevant sampling information. Field logs include visual classifications of materials encountered during auguring, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through South Carolina 811 (PUPS). We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities with legible paint markings on the ground within the area to be explored, Terracon can retain the services of a private utility contractor for this purpose. Fees associated with the additional services **are** included in our current Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

For the scope of work for this proposal, we have budgeted for subcontracting traffic control services (signage and flagman) during our coring activities, which is anticipated to take less than one day. This proposal is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our coring/testing operations. Alternatively, others could provide all required traffic control as a cost saving measure.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Traffic Control: For the scope of work for this proposal, we have budgeted for subcontracting traffic control services (signage and flagman) during our coring and testing activities, which is anticipated to take up to one day. This proposal is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our coring/testing operations.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of boring
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended pavement recommendations and design parameters
- Earthwork recommendations including site/subgrade preparation

In addition to an emailed report, your project will also be delivered using **Terracon Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Final Subsurface Exploration and Geotechnical Engineering

| Task | Total |
|--|----------|
| Private Utility Locate, Traffic Control, SCDOT Coordination including Encroachment Permit, Clearing, Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting | \$23,050 |

Our Scope of Services does not include services associated with wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

| Delivery on Compass | Schedule ^{1, 2} |
|--------------------------|---------------------------------|
| Kickoff Call with Client | 2 days after notice to proceed |
| Site Characterization | 30 days after notice to proceed |
| Geotechnical Engineering | 20 days after notice to proceed |

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

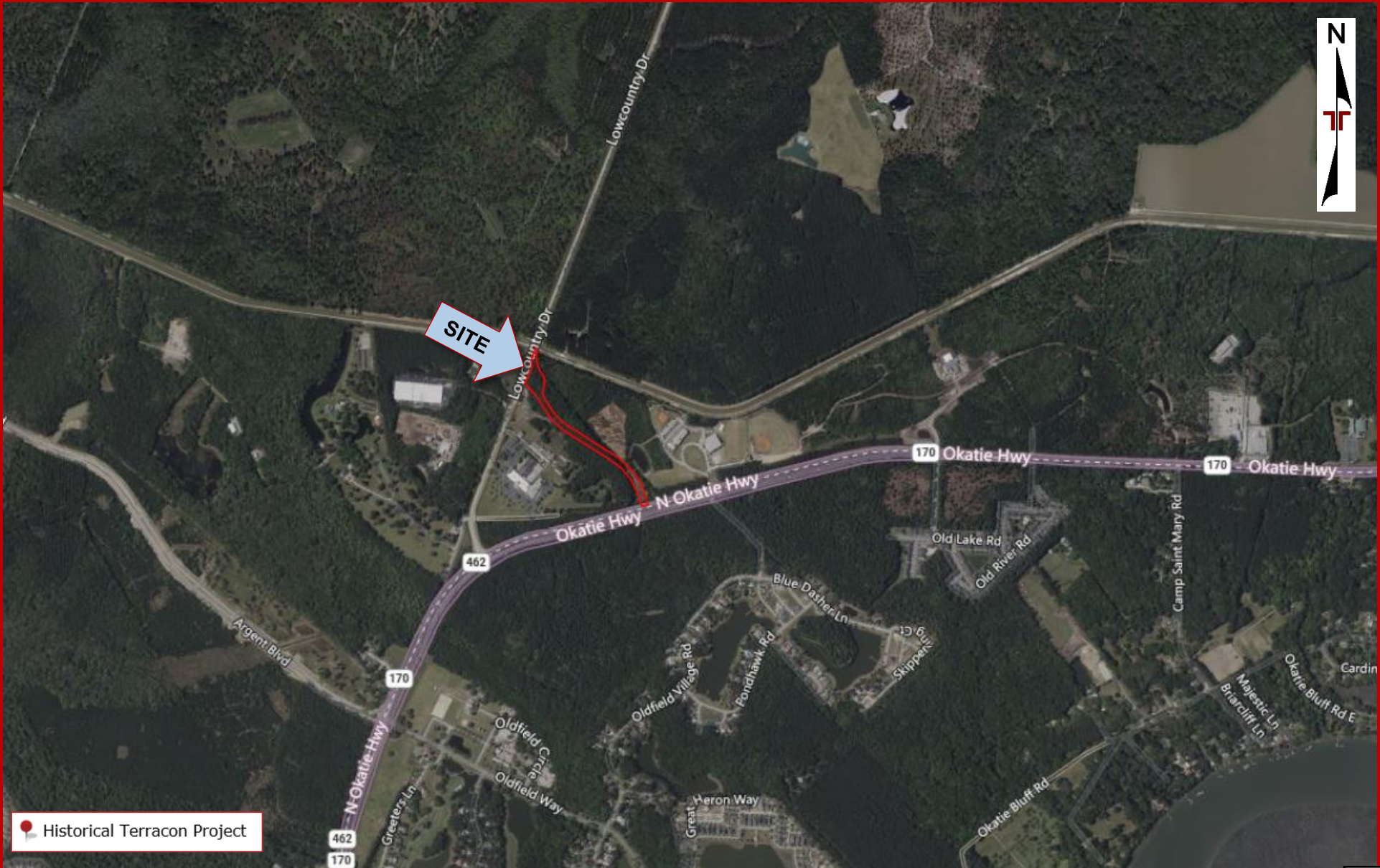
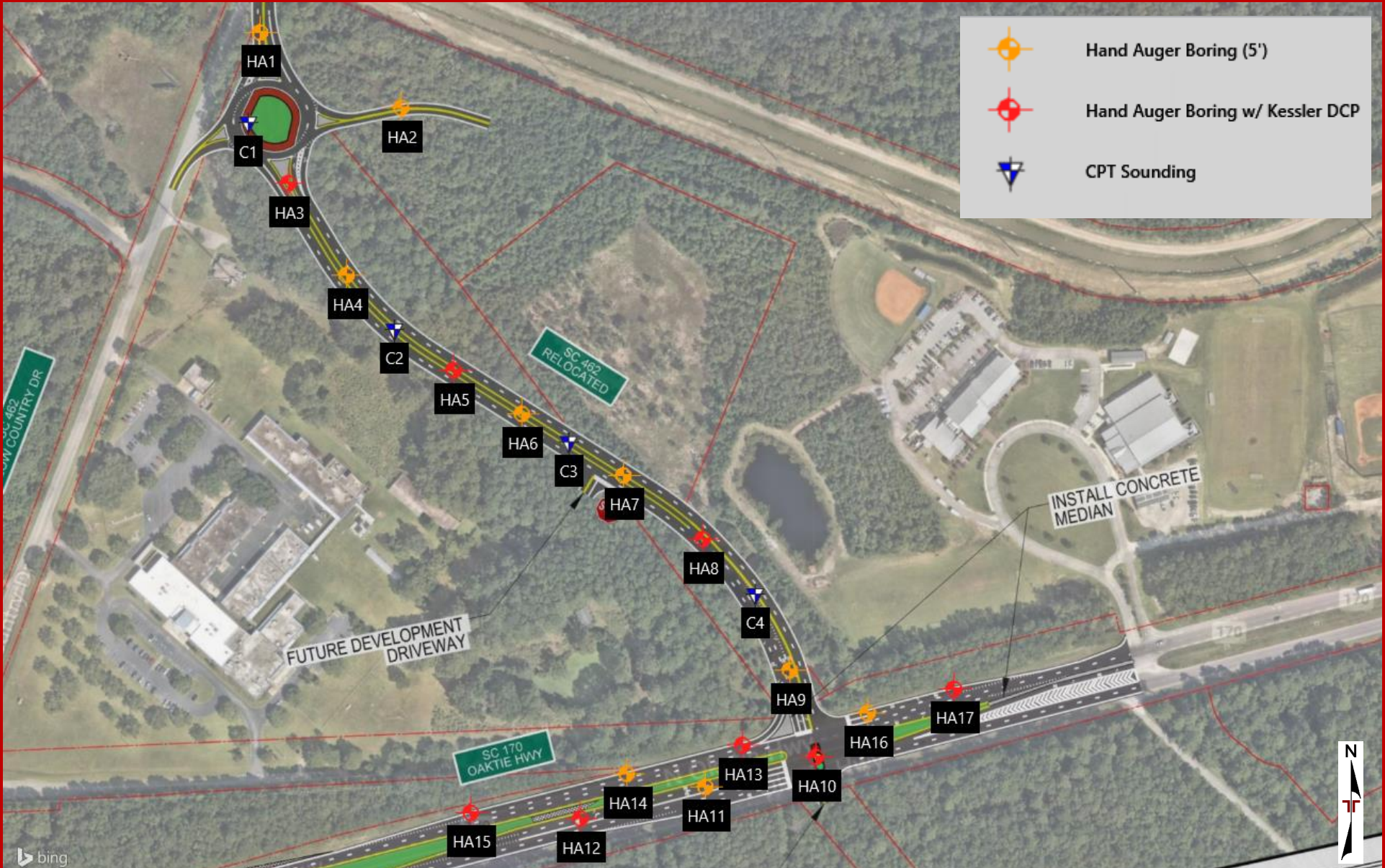


Exhibit E – Anticipated Exploration Plan



Reference Number: PHG245066

MASTER SERVICES AGREEMENT

TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 08/04/2021 between Kimley-Horn and Associates Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Relocation of SC 462 at SC170 project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 07/24/2024 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

Please reference Terracon proposal PHG245066.

2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

Please reference Terracon proposal PHG245066.

3. Compensation

Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

Please reference Terracon proposal PHG245066.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

By: _____ Date: **8/2/2024**

Name/Title: **Kyle Turner / Office Manager**

Address: **379 Browns Cove Rd Ste C**
Ridgeland, SC 29936-3118

Phone: **(843) 258-7070** Fax: _____

Email: **Kyle.Turner@terracon.com**

Client: **Kimley-Horn and Associates Inc**

By: _____ Date: _____

Name/Title: **Dillon Turner /**

Address: **115 Fairchild Street, Suite 250**
Charleston, SC 29492

Phone: _____ Fax: _____

Email: **dillon.turner@kimley-horn.com**



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 17.

| |
|--|
| ITEM TITLE: |
| A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE A PARKING SPACE RENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED PARCEL SERVICE, INC., AN OHIO CORPORATION |
| MEETING NAME AND DATE: |
| Public Facilities & Safety Committee – October 21, 2024 |
| PRESENTER INFORMATION: |
| Jon Rembold, Airports Director 5 minutes |
| ITEM BACKGROUND: |
| The Airports Board reviewed and recommended approval at its monthly meeting held on August 15, 2024. |
| PROJECT / ITEM NARRATIVE: |
| United Parcel Service, Inc., an Ohio Corporation, has expressed a desire to rent ten (10) assigned parking spaces located at 26 Hunter Road, Hilton Head Island, SC 29926. This agreement will produce revenue for the airport at no cost to the airport. |
| FISCAL IMPACT: |
| Beaufort County/Hilton Head Island Airport will receive a rate of \$1,000.00 per month and \$1,500.00 per month for the UPS Peak Spaces. This agreement will produce revenue for the airport at no cost to the airport |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval of a resolution to approve a parking space rental agreement between Beaufort County and United Parcel Service, Inc, an Ohio Corporation |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve /deny a resolution authorizing a parking space rental agreement between Beaufort County and United Parcel Service, Inc, an Ohio Corporation Next step: County Council Meeting – October 28, 2024 |

RESOLUTION NO. 2024/____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A PARKING SPACE RENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED PARCEL SERVICE, INC., AN OHIO CORPORATION**

WHEREAS, the Hilton Head Island Airport ("Airport") desires to enter into a parking space rental agreement with United Parcel Service, Inc., an Ohio Corporation ("Lessee"), that shall include reasonable rates; and

WHEREAS, the Lessee will engage in the business of providing additional staff parking space and desires to lease certain areas and facilities owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

WHEREAS, the County has the right to permit use of the Airport facilities upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Parking Space Rental Agreement with United Parcel Service, Inc., an Ohio Corporation on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Parking Space Rental Agreement with United Parcel Service, Inc., an Ohio Corporation on the same, or substantially similar, terms as set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



HILTON HEAD ISLAND

AIRPORT

THIS DAILY PARKING SPACE USE AGREEMENT (“Agreement”) is entered into on 1 October, 2024 by and between Beaufort County, a political subdivision of South Carolina (“Owner”) and **United Parcel Service, Inc, an Ohio Corporation** (“Customer”).

The Owner hereby provides to Customer, the use of ten (10) assigned parking spaces located at 26 Hunter Road, Hilton Head Island, SC 29926 (the “26 Hunter Road Spaces”) and fifteen (15) parking spaces at 28 Hunter Road, Hilton Head Island, SC 29926 (the “UPS Peak Spaces”), and as further described on Exhibit A, attached hereto and incorporated herein, for the sole purpose of parking.

1 – Term of Use and Payment

The term of this Agreement with respect to the 26 Hunter Road Spaces will commence on 1 October 2024 and will terminate on 30 September 2025. The term of this Agreement with respect to the UPS Peak Spaces will commence on 31 October 2024 and will terminate on 31 January 2025. After that time, this Agreement may be renewed up to four (4) additional, one (1) year terms after the initial term, unless thirty (30) days prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

Customer shall pay for the monthly use of 26 Hunter Road Spaces at a rate of \$1,000.00 per month. Customer shall pay for the monthly use of the UPS Peak Spaces at a rate of \$1,500.00 per month. Payments are due by the 20th of each month. Customer’s failure to pay the rate owed by the 20th of each month will result in an immediate termination of this Agreement. Payments should be mailed to **Hilton Head Island Airport, 26 Hunter Road, Hilton Head Island, South Carolina 29926**.

2 – Indemnification

Customer agrees to indemnify and hold harmless County from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents, servants, employees or independent contractors of Customer or County, by reason of death or injury to persons or loss or damage to property, resulting from Customer's operations or acts or omissions of Customer's agents, servants, employees, officers, contractors, or anything done or omitted by Customer under this Agreement.

3 – Other Provisions

Notices and Communication. Any communication or notices required by this Agreement shall be provided to the Parties as follows:

AS TO COUNTY:

Airport Director
26 Hunter Road
Hilton Head Island, SC 29926

With a Copy to:

Beaufort County Staff Attorney
P. O. Drawer 1228
Beaufort, SC 29901-1228

With a Copy to:

Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228



HILTON HEAD ISLAND

A I R P O R T

AS TO CUSTOMER:

Mr. Tom Healey
United Parcel Service, Inc., Real Estate Department
55 Glenlake Parkway, NE
Atlanta, Georgia 30328
Office (404) 828-3668
thealey@ups.com

Entire Agreement. This document constitutes the entire agreement between parties. No promises or representation, other than those contained herein, have been made by the Owner to Customer.

Amendment or Modification. This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

Applicable Law. This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

ATTEST:

BEAUFORT COUNTY

By: _____
Michael Moore, County Administrator

Date: _____

ATTEST:

CUSTOMER:

By: _____
Printed Name: _____
Title: _____

Date: _____



Exhibit A (1 of 2)
26 Hunter Road Spaces

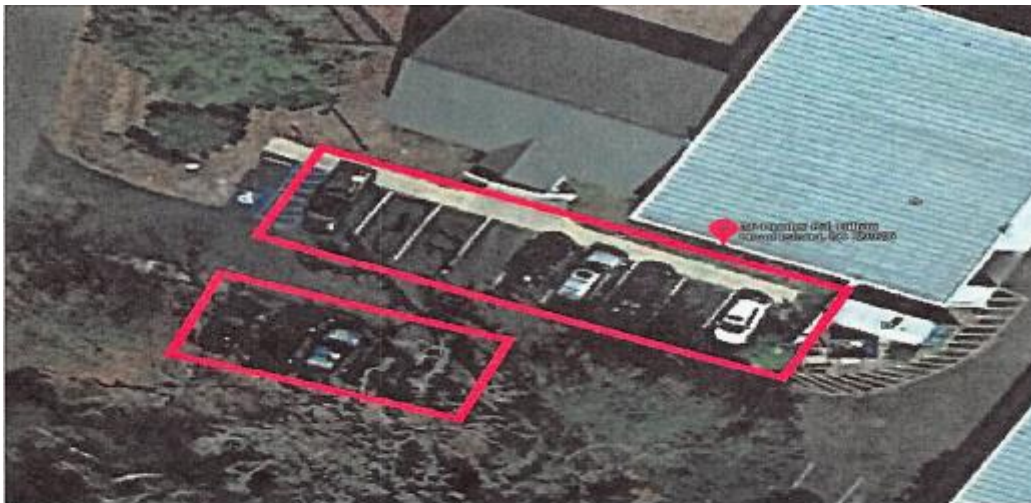




Exhibit A (2 of 2)
UPS Peak Spaces





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE A COOPERATIVE SERVICE AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS) |
| MEETING NAME AND DATE: |
| Public Facilities & Safety Committee – October 21, 2024 |
| PRESENTER INFORMATION: |
| Jon Rembold, Airports Director 5 minutes |
| ITEM BACKGROUND: |
| This item has been reviewed by the Airports Board and recommended for approval at the monthly meeting held on September 19, 2024. |
| PROJECT / ITEM NARRATIVE: |
| Interactions with wildlife can be catastrophic at and around an airport. It is critical as part of routine airport safety practices to assess and manage the presence of wildlife at the airport. The purpose of this Cooperative Service Agreement is to authorize local USDA team members to provide wildlife damage management services at Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW). Services include providing instruction to fulfill Part 139 annual training and wildlife mitigation for airport personnel involved in implementing the airport's Wildlife Hazard Management Plans as defined by AC 150/5200-36. Services will also include wildlife damage management as outlined in the Work Plan. |
| FISCAL IMPACT: |
| The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed \$15,000.00. In other words, each airport will incur some of the cost depending on services rendered, but the overall budget is provided in the GL shown below. GL Account: 5400-90-0000-51160-OPER Available balance: \$21,735.45 |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval of a resolution to approve a Cooperative Service Agreement between Beaufort County and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve /deny a resolution authorizing the County Administrator to approve a Cooperative Service Agreement between Beaufort County and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) |
| Next step: County Council Meeting – October 28, 2024 |

RESOLUTION NO. 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A COOPERATIVE SERVICE AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES**

WHEREAS, the Hilton Head Island Airport and the Beaufort Executive Airport ("Airports") desire to enter into a cooperative service agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service ("APHIS") Wildlife Service ("WS"), that shall include reasonable rates; and

WHEREAS, the APHIS-WS will engage in the business of providing wildlife damage management services at the Airports as outlined in the Work Plan set forth in Exhibit A.; and

WHEREAS, the services will also include providing training to fulfill Part 139 annual training requirements for airport personnel involved in implementing FAA-approved Wildlife Hazard Management Plans as defined by AC 150/5200-36; and

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Service on the same, or substantially similar, terms as set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

(7/2019 version)

WS Agreement Number: _____-R

Item 18.

WBS: _____

Cooperator PO if applicable: N/A

COOPERATIVE SERVICE AGREEMENT
between
BEAUFORT COUNTY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to facilitate WS providing wildlife damage management services at Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW). Services include providing training to fulfill Part 139 annual training requirements for airport personnel involved in implementing FAA-approved Wildlife Hazard Management Plans as defined by AC 150/5200-36. Services will also include wildlife damage management as outlined in the Work Plan.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. Beaufort County shall be identified as the Cooperator in this Agreement. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.

3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following Beaufort County employee as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Jon Rembold, C.M. Airport Director

39 Airport Circle

Beaufort, SC 29907

(843) 441 – 5871

jrembold@bcgov.net

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

APHIS WS: Noel E. Myers, State Director

USDA, APHIS, WS

400 Northeast Drive, Suite L

Columbia, SC 29203

(803) 477 – 3151

Noel.e.myers@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on August 1, 2024 and shall continue through August 1, 2026, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 57-6000311

APHIS-WS's Tax ID: 41-0696271

BEAUFORT COUNTY

Beaufort County Administrator
PO Drawer 1228
Beaufort, SC 29901

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Noel E. Myers, State Director
USDA, APHIS, WS
400 Northeast Drive, Suite L
Columbia, SC 29203

Date

Prepared by (APHIS-WS employee): Lauren Buxton

WORK PLAN

Cooperator: Beaufort County – Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW)

Contact: Dan Neeson cneeson@bcgov.net (HXD)
Eric Townsend eric.townsend@bcgov.net (ARW)

Cooperative Service Agreement Number: < >

WBS Element: < >

FMMI Shorthand Code: < >

Dates: August 1, 2024 – August 1, 2026

In accordance with the Cooperative Service Agreement between Beaufort County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

To facilitate WS providing wildlife damage management services at Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW). Services include providing training to fulfill Part 139 annual training requirements for airport personnel involved in implementing FAA-approved Wildlife Hazard Management Plans as defined by AC 150/5200-36. Services will also include wildlife damage management as outlined in the in the Plan of Action.

Plan of Action

WS activities under this cooperative effort will be limited to airport property. All program activities will be conducted in compliance with State and Federal regulations. WS will use an integrated wildlife damage management approach to resolve wildlife-related threats to aviation property and human health and safety. Services include both technical assistance in non-lethal recommendations (e.g. harassment, Part 139 training) and operational lethal control of hazardous wildlife species (e.g. shooting, trapping, addling). Lethal control will occur situationally to reinforce non-lethal control measures. Hazardous wildlife species include, but not limited to, Canada goose, deer, coyote, foxes, Rock dove (pigeon), and other migratory birds.

Management activities conducted by APHIS WS will focus on the following:

- Provide technical assistance on reducing aviation safety threats caused by wildlife.
- Provide operational assistance to reduce safety threats caused by wildlife as mutually agreed upon by Director of Airports and WS personnel.
- Provide training to fulfill Part 139 annual training requirements for airport personnel involved in implementing FAA-approved Wildlife Hazard Management Plans as defined by AC 150/5200-36.

FINANCIAL PLAN

| Cost Element | | Full Cost |
|--|--------|------------------|
| Personnel Compensation | | \$ 9,797.09 |
| Travel | | |
| Vehicles | | \$ 1,000.00 |
| Other Services | | |
| Supplies and Materials | | \$ 1,000.00 |
| Equipment | | |
| Subtotal (Direct Charges) | | \$ 11,797.09 |
| | | |
| Pooled Job Costs [for non-Over-the Counter projects] | 11.00% | \$ 1,297.68 |
| Indirect Costs | 16.15% | \$ 1,905.23 |
| Aviation Flat Rate Collection | | |
| | | |
| Agreement Total | | \$ 15,000.00 |
| The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$15,000.00 | | |

Financial Point of Contact (for billing questions and invoicing):

Cooperator Name, Address, Phone Number, Email

Beaufort County

Jon Rembold, C.M Airport Director

39 Airport Circle

Beaufort, SC 29907

(843) 441 – 5871

jrembold@bcgov.net

APHIS-WS State Office Name, Address, Phone Number, Email

USDA APHIS WS

Sheron Bauldrick

400 Northeast Drive, Suite L

Columbia, SC 29203

(803) 786 – 9455

Sheron.bauldrick@usda.gov



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 19.

ITEM TITLE:

APPROVAL OF A RESOLUTION TO ACCEPT SCAC GRANT 24-026 IN THE AMOUNT OF \$140,405.00 FOR HXD AIR TRAFFIC CONTROL TOWER RADIO SUITE EQUIPMENT REPLACEMENT

MEETING NAME AND DATE:

Public Facilities and Safety Committee; October 21, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

The Airports Board reviewed and recommended the approval of the grant acceptance at the monthly meeting held on September 19, 2024.

PROJECT / ITEM NARRATIVE:

The tower communication radio suite is 20 years old. Two of the four radios have failed and must be replaced. The airport intends to replace and upgrade the full radio suite to ensure consistency and to mitigate the potential failure of the remaining aging radios. The airport considers this an important safety project.

FISCAL IMPACT:

This grant provides 100% funding and was awarded through the Commercial Service Entitlement Funds and does **not** require a local match.

GL Code 5402-90-0000-57130 | Current encumbered balance for the project: \$140,405.00

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the proposed Resolution to accept SCAC Grant 24-026 in the amount of \$140,405.00 for HXD Air Traffic Control Tower Radio Suite Equipment Replacement.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the proposed Resolution to accept SCAC Grant 24-026 in the amount of \$140,405.00 for HXD Air Traffic Control Tower Radio Suite Equipment Replacement

Next step: County Council Meeting – October 28, 2024



2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.scaeronautics.com

Henry D. McMaster
GOVERNOR

Gary W. Siegfried
EXECUTIVE DIRECTOR
Aeronautics Commission

Delphin A. Gantt, Jr.
CHAIRMAN

Anne Esposito
DISTRICT 1

Denise Bryan
DISTRICT 2

Skeets Cooper
DISTRICT 3

Terry Connorton
DISTRICT 4

Charles "Doug" Barnes
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Christopher Bethea
DISTRICT 7

August 28, 2024

Mr Michael Moore, County Administrator
County of Beaufort
PO Drawer 1228
Beaufort, South Carolina 29901

Re: South Carolina Aeronautics Commission
SCAC Grant No: **24-026**
Hilton Head Island Airport (HXD)
Project Description: **Replace ATCT Radio Suite (Equipment)**



Dear Mr Moore,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your application for **Fiscal Year 2025 (FY-25) Commercial Service Entitlement Funds** and awarded **\$140,405** to **Beaufort County** for the **Replacement of Air Traffic Control Tower (ATCT) Radio Suite (Equipment)** project at the **Hilton Head Island Airport (HXD)**.

This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

This project qualifies for State government funds. Project costs and funding are as follows:

| | |
|---------------------------|-------------------|
| State Funds | \$ 140,405 |
| Total Project Cost | \$ 140,405 |

Please execute the enclosed grant agreements and return one hard copy original to SCAC at your earliest convenience.

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

Gary W. Siegfried, PE
Executive Director

Encl: Grant Agreements (Two copies)



GRANT AGREEMENT (EQUIPMENT)

PART I - OFFER

Date of Offer: **August 28, 2024**

Project / Grant No: **24-026**

To: **Beaufort County**
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC")

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated **July 25, 2024** for the grant of State Funds for a project for development of the **Hilton Head Island Airport (HXD)** together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and/or tasks:

Replace ATCT Radio Suite (Equipment)

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

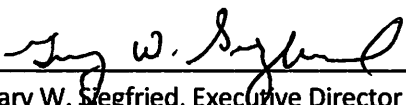
| <u>Funding Source</u> | <u>Amount</u> |
|-----------------------|---------------|
| Federal | \$ 000,000 |
| State | \$ 140,405 |
| Sponsor | \$ 000,000 |
| Other | \$ 000,000 |

for a total cost of **\$140,405** subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed \$140,405 which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Siegfried, Executive Director
South Carolina Aeronautics Commission

09/03/2024

Date

ACCEPTANCE OF GRANT

Signature of Sponsor
Legal Authority to Execute this Grant

Date

Printed Name and Title of Authorized Official

PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.

2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.

3. Sponsor shall:
 - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
 - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
 - d. Submit all planning and construction documents to SCAC for review and approval; and
 - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
 - ➔ new, upgraded, deactivated, or repurposed airfield pavement and lighting;
 - ➔ land acquisition or releases, including easements;
 - ➔ major obstruction clearing;
 - ➔ new, upgraded, or downgraded instrument procedures; and
 - ➔ new, revised, or expanded airport-related zoning ordinances.

4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
 - ➔ FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - ➔ Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.
10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- ➔ 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- ➔ Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- ➔ Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- ➔ 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- ➔ the height of objects around airports,
- ➔ communication, visibility, and bird strike hazards,
- ➔ incompatible land uses in the Runway Protection Zone (RPZ); and
- ➔ if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
 - ➔ Paper of at least 24 inch by 36-inch size sheet(s);
 - ➔ Portable Document Format (PDF) electronic file(s).
 - ➔ GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
 - ➔ CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 20____

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____
do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 20____

Signature By _____

Title _____

EXHIBIT A**AFFIDAVIT OF NON-COLLUSION**

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF _____

Personally, appeared before me _____

being first duly sworn says that he is a member of the firm of _____
 and further says that his firm, association, or corporation has not, either directly or indirectly, entered into
 any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive
 bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for
 the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees,
 on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of
 him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said
 formalities were not in fact complied with.

 (Legal Signature)

SWORN to me before this _____ day of _____, 20__

Signature By _____

Notary Public for _____

RESOLUTION 2024/_____**A RESOLUTION TO ACCEPT SCAC GRANT 25-026 FOR HILTON HEAD ISLAND AIRPORT AIR TRAFFIC CONTROL TOWER RADIO SUITE EQUIPMENT REPLACEMENT**

WHEREAS, the Hilton Head Island Airport is undertaking a safety project in upgrading the aging radios in the Air Traffic Control Tower; and

WHEREAS, the South Carolina Aeronautics Commission (SCAC) approved the application for Fiscal Year 2025 Commercial Service Entitlement Funds; and

WHEREAS, SCAC has awarded a grant for the Hilton Head Island Airport (\$140,405.00) to fund the purchase of air traffic control tower radio suite equipment; and

WHEREAS, the SCAC grant will provide 100% of the total project cost of the equipment replacement.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept SCAC Grant 24-026 for the Hilton Head Island Airport Air Traffic Control Tower Radio Suite Equipment Replacement.

Adopted this ____ day of _____, 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 20.

ITEM TITLE:

APPROVAL OF A **RESOLUTION TO ACCEPT SCAC GRANT 24-027 IN THE AMOUNT OF \$157,006.00 FOR ARW RUNWAY 07/25 REHABILITATION PROJECT (CONSTRUCTION)**

MEETING NAME AND DATE:

Public Facilities and Safety Committee; October 21, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on September 19, 2024.

PROJECT / ITEM NARRATIVE:

A recent inspection and analysis indicate the condition of runway 07/25 has met the threshold for rehabilitation. The construction of a new runway is necessary to maintain compliance with safety standards and FAA grant sponsor assurances.

FISCAL IMPACT:

Total Project Cost (\$3,140,118.00). Project Funding Sources include:

- (90%) FAA BIL Grant \$2,826,106.00
- **(5%) SCAC Grant 24-027 \$157,006.00**
- (5%) Sponsor Share \$157,006.00

GL Code 5102-90-0000-57130 | Current Balance: \$3,175,592.00

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the proposed Resolution to accept SCAC Grant 24-027 in the amount of \$157,006 for ARW Runway 07/25 Rehabilitation Project (Construction)

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the proposed Resolution to accept SCAC Grant 24-027 in the amount of \$157,006.00 for ARW Runway 07/25 Rehabilitation Project (Construction)

Next step: County Council Meeting – October 28, 2024



2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.scaeronautics.com

Henry D. McMaster
GOVERNOR

Gary W. Siegfried
EXECUTIVE DIRECTOR
Aeronautics Commission

Delphin A. Gantt, Jr.
CHAIRMAN

Anne Esposito
DISTRICT 1

Denise Bryan
DISTRICT 2

Skeets Cooper
DISTRICT 3

Terry Connorton
DISTRICT 4

Charles "Doug" Barnes
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Christopher Bethea
DISTRICT 7

August 28, 2024

Mr Michael Moore, County Administrator
County of Beaufort
PO Drawer 1228
Beaufort, South Carolina 29901

Re: South Carolina Aeronautics Commission
SCAC Grant No: **24-027**
Beaufort Executive Airport (ARW)
Project Description: **Rehabilitate Runway 7 – 25 (Construction)**

Dear Mr Moore,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your grant application and awarded **\$157,006** to **Beaufort County** for the **Rehabilitate Runway 7 – 25 (Construction)** project at the **Beaufort Executive Airport (ARW)**.

This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

This project qualifies for Federal, State, and Local government funds. Project costs and funding are as follows:

| | |
|------------------------------|--------------------|
| Federal Funds | \$2,826,106 |
| State Funds | \$ 157,006 |
| <u>Airport Sponsor Funds</u> | <u>\$ 157,006</u> |
| Total Project Cost | \$3,140,118 |

Please execute the enclosed grant agreements and return one hard copy original to SCAC at your earliest convenience.

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

Gary W. Siegfried, PE
Executive Director

Encl: Grant Agreements (Two copies)



Item 20.



GRANT AGREEMENT (CONSTRUCTION)

PART I - OFFER

Date of Offer: **August 28, 2024**

Project / Grant No.: **24-027**

To: **Beaufort County**
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC")

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated **June 12, 2024** for the grant of State Funds for a project for development of the **Beaufort Executive Airport (ARW)** together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and/or tasks:

Rehabilitate Runway 7 - 25 (Construction)

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

| <u>Funding Source</u> | <u>Amount</u> |
|-----------------------|---------------|
| Federal | \$ 2,826,106 |
| State | \$ 157,006 |
| Sponsor | \$ 157,006 |
| Other | \$ 00,000 |

for a total cost of **\$3,140,118** subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed **\$157,006** which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Stegmaier, Executive Director
South Carolina Aeronautics Commission

09/03/2024

Date

ACCEPTANCE OF GRANT

Signature of Sponsor
Legal Authority to Execute this Grant

Date

Printed Name and Title of Authorized Official

PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.

2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.

3. Sponsor shall:
 - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
 - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
 - d. Submit all planning and construction documents to SCAC for review and approval; and
 - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
 - new, upgraded, deactivated, or repurposed airfield pavement and lighting;
 - land acquisition or releases, including easements;
 - major obstruction clearing;
 - new, upgraded, or downgraded instrument procedures; and
 - new, revised, or expanded airport-related zoning ordinances.

4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
 - FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.

10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- ➔ 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- ➔ Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- ➔ Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- ➔ 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- ➔ the height of objects around airports,
- ➔ communication, visibility, and bird strike hazards,
- ➔ incompatible land uses in the Runway Protection Zone (RPZ); and
- ➔ if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
 - ➔ Paper of at least 24 inch by 36-inch size sheet(s);
 - ➔ Portable Document Format (PDF) electronic file(s).
 - ➔ GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
 - ➔ CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 20____

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____
do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 20____

Signature By _____

Title _____

EXHIBIT A**AFFIDAVIT OF NON-COLLUSION**

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF _____

Personally, appeared before me _____

being first duly sworn says that he is a member of the firm of _____
 and further says that his firm, association, or corporation has not, either directly or indirectly, entered into
 any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive
 bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for
 the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees,
 on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of
 him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said
 formalities were not in fact complied with.

 (Legal Signature)

SWORN to me before this _____ day of _____, 20__

Signature By _____

Notary Public for _____

RESOLUTION 2024/_____**A RESOLUTION TO ACCEPT SCAC GRANT 24-027 FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION PROJECT (CONSTRUCTION)**

WHEREAS, the South Carolina Aeronautics Commission (SCAC) has approved a grant for the Beaufort Executive Airport Runway 07/25 Rehabilitation Project (Construction); and

WHEREAS, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

WHEREAS, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

WHEREAS, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept SCAC Grant 24-027 funding for Beaufort Executive Airport Runway 07/25 Rehabilitation Project (Construction).

Adopted this ____ day of _____, 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 21.

ITEM TITLE:

RECOMMENDATION TO APPROVE TALBERT, BRIGHT AND ELLINGTON (TBE) WORK AUTHORIZATION 2119-2401 FOR ARW RUNWAY 07/25 REHABILITATION PROJECT (\$214,730)

MEETING NAME AND DATE:

Public Facilities & Safety Committee – October 21, 2024

PRESENTER INFORMATION:

Jon Rembold, C.M. Airports Director
(5 minutes)

ITEM BACKGROUND:

The Airports Board reviewed and approved this work authorization at its monthly meeting on October 17, 2024.

PROJECT / ITEM NARRATIVE:

This runway rehabilitation project has been designed and bid. This Work Authorization allows TBE to provide administrative construction phase services and special testing services. This is a standard service and is required for FAA grant projects.

FISCAL IMPACT:

The total value of this Work Authorization shall not exceed \$214,730.00. This amount is included in the project total listed below and has been substantiated by way of an FAA-required Independent Fee Estimate performed by a third-party design professional.

Total Project Cost (\$3,140,118.00). Project Funding Sources include:

- (90%) FAA BIL Grant \$2,826,106.00
- (5%) SCAC Grant 24-027 \$157,006.00
- (5%) Sponsor Share \$157,006.00

GL Code 5102-90-0000-57130 | Current Balance: \$3,175,592.00

STAFF RECOMMENDATIONS TO COMMITTEE:

Staff recommends approval of Talbert, Bright and Ellington (TBE) Work Authorization 2119-2401 for ARW Runway 07/25 Rehabilitation Project (Construction)

OPTIONS FOR COMMITTEE MOTION:

Motion to approve /deny Talbert, Bright and Ellington (TBE) Work Authorization 2119-2401 for ARW Runway 07/25 Rehabilitation Project (Construction)

Next step: County Council Meeting – October 28, 2024

**BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
WORK AUTHORIZATION 24-01
July 23, 2024
PROJECT NO.: TBI NO. 2119-2401**

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

Description of Work: The scope of the project is to rehabilitate Runway 7-25 at Beaufort Executive Airport. The bid documents include a bituminous concrete overlay of the existing runway pavement. Also included will be variable depth pavement milling; new pavement markings; shoulder buildup along the new overlay pavement edge; required edge light elevation adjustments adjacent to the new overlay pavement edge; required sediment and erosion control measures; and new below grade underdrains. 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 runway pavement rehabilitation project will be performed as part of this Work Authorization. The CA services will include the following: 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 Florence Regional 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 in accordance with "Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative" of the Master Contract.

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.

Cost of Services: 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 **\$80,527.00** including expenses. Special services shall be performed on a not to exceed basis with a budget of **\$134,203.00**, which includes reimbursable expenses. For a total of **\$214,730.00**.

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

APPROVED:

BEAUFORT COUNTY

Title

Date:

Witness:

APPROVED:

TALBERT, BRIGHT & ELLINGTON, INC.

Vice President

Title:

AUGUST 16, 2024

Date:

Witness:

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-2401



SUMMARY OF FEES**RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

| DESCRIPTION | ESTIMATED |
|--|---------------------|
| BASIC SERVICES | |
| PROJECT FORMULATION/DEVELOPMENT PHASE (01) | \$ - |
| DESIGN PHASE (04) | \$ - |
| BIDDING PHASE (05) | \$ - |
| CONSTRUCTION ADMINISTRATION PHASE (06) | <u>\$ 77,702.00</u> |
| SUBTOTAL | \$ 77,702.00 |
| EXPENSES | \$ 2,825.00 |
| SUBCONSULTANTS | \$ 63,293.00 |
| INSPECTION - RESIDENT PROJECT REPRESENTATIVE | <u>\$ 70,910.00</u> |
| SUBTOTAL | \$ 137,028.00 |
| TOTAL | \$ 214,730.00 |

MANHOUR ESTIMATE**RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

CONSTRUCTION ADMINISTRATION PHASE (06)

| DESCRIPTION | PRIN \$ 290 | SPM \$ 250 | PM \$ 230 | SP \$ 171 | E5 \$ 185 | E2 \$ 120 | AD5 \$ 90 | T5 \$141 |
|--|----------------|---------------|--------------|--------------|--------------|--------------|--------------|-------------|
| Award contract and prepare RFC documents | 0 | 6 | 4 | 0 | 4 | 0 | 0 | 8 |
| Coordinate with subconsultants | 4 | 16 | 4 | 0 | 16 | 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 | 4 | 0 | 0 |
| Coordinate submittals | 0 | 16 | 0 | 0 | 0 | 24 | 0 | 0 |
| Construction visits | 0 | 24 | 0 | 0 | 0 | 8 | 0 | 0 |
| Construction observation reports | 0 | 6 | 0 | 0 | 0 | 2 | 0 | 0 |
| Review/coordinate field changes | 2 | 12 | 4 | 0 | 0 | 8 | 0 | 4 |
| Construction correspondence | 4 | 8 | 8 | 2 | 0 | 4 | 0 | 0 |
| Grant administration | 0 | 12 | 40 | 8 | 0 | 0 | 0 | 0 |
| Process requests for partial payment | 0 | 16 | 0 | 8 | 0 | 0 | 0 | 0 |
| Review test results/PWL calculations | 0 | 20 | 0 | 28 | 0 | 0 | 0 | 0 |
| Final inspection | 0 | 10 | 0 | 0 | 8 | 0 | 0 | 0 |
| Develop record drawings & Final Report | 0 | 8 | 0 | 0 | 0 | 0 | 4 | 12 |
| MANHOUR TOTAL | 10 | 164 | 56 | 46 | 24 | 50 | 4 | 16 |

DIRECT LABOR EXPENSES:

| CLASSIFICATION | | BILL RATE | EST. MHRS | EST. COST |
|------------------------|-------|--------------|--------------|---------------------|
| Principal | PRIN | \$ 290 | 10 | \$ 2,900 |
| Senior Project Manager | SPM | \$ 250 | 164 | \$ 41,000 |
| Project Manager | PM | \$ 230 | 56 | \$ 12,880 |
| Senior Planner | SP | \$ 171 | 46 | \$ 7,866 |
| Engineer V | E5 | \$ 185 | 24 | \$ 4,440 |
| Engineer II | E2 | \$ 120 | 50 | \$ 6,000 |
| Admin. Assistant V | AD5 | \$ 90 | 4 | \$ 360 |
| Technician V | T5 | \$ 141 | 16 | \$ 2,256 |
| | Total | | 370 | |
| SUBTOTAL | | | | \$ 77,702.00 |

DIRECT EXPENSES:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | ESTIMATED UNITS | ESTIMATED COST |
|---|------|--------------|--------------------|--------------------|
| Telephone | LS | \$ 150.00 | 1 | \$ 150.00 |
| Postage | LS | \$ 125.00 | 1 | \$ 125.00 |
| Miscellaneous expenses (prints, faxes, copies) | LS | \$ 750.00 | 1 | \$ 750.00 |
| Travel | LS | \$1,800.00 | 1 | \$ 1,800.00 |
| SUBTOTAL | | | | \$ 2,825.00 |

MANHOUR ESTIMATE**RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

SCOPE OF SUCONTRACTED SERVICES:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | EST. COST |
|--|------|--------------|---------------|----------------------|
| Quality Acceptance Testing | LS | \$25,955.00 | 1 | \$ 25,955.00 |
| As-Built Survey | LS | \$29,338.00 | 1 | \$ 29,338.00 |
| Ward Edwards CA of drainage | LS | \$8,000.00 | 1 | \$ 8,000.00 |
| <i>SUBTOTAL</i> | | | | <i>\$ 63,293.00</i> |
| TOTAL CONSTRUCTION ADMIN. COST: | | | | \$ 143,820.00 |

MANHOUR ESTIMATE**RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)

CALENDAR DAYS 45

| DESCRIPTION | RPR |
|----------------------|--------|
| | \$ 118 |
| Project review | 16 |
| Site mobilization | 8 |
| On site inspection | 412 |
| Final inspection | 16 |
| Follow up inspection | 40 |
| Site demobilization | 8 |
| MANHOUR TOTAL | 500 |

DIRECT LABOR EXPENSES:

| CLASSIFICATION | | BILL RATE | EST. MHRS | EST. COST |
|-------------------|-----|--------------|--------------|---------------------|
| RESIDENT ENGINEER | RPR | \$ 118 | 500 | \$ 59,000 |
| | | Total | 500 | |
| <i>SUBTOTAL</i> | | | | <i>\$ 59,000.00</i> |

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 |
| <i>SUBTOTAL</i> | | | | <i>\$ 750.00</i> |

PER DIEM:

| EXPENSE DESCRIPTION | UNIT | UNIT RATE | EST. UNITS | EST. COST |
|-------------------------------|------|--------------|---------------|---------------------|
| DAILY PER DIEM | PD | \$ 248 | 45 | \$ 11,160 |
| | | Total | 45 | |
| <i>SUBTOTAL</i> | | | | <i>\$ 11,160.00</i> |
| TOTAL INSPECTION COST: | | | | \$ 70,910.00 |



June 25, 2024

Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Dr Ste 210
Charlotte, NC 28273

Attn: Mr. Andy Shook
P: (704) 426 6070
E: ashook@tbeclt.com

Re: Materials Testing Proposal
Beaufort Executive Airport
Beaufort, SC 29907
Terracon Proposal No. PHG241049

Dear Mr. Shook:

Terracon appreciates the opportunity to submit the following Materials Testing Proposal for the Beaufort Executive Airport project. Below is a discussion of the project information, scope of work, and fees associated with providing testing for the construction phase of the project.

1.0 PROJECT INFORMATION

The project referenced herein consists of milling and overlaying the 7-25 runway. Approximately 4,200 tons of P-401 asphalt will be placed at a thickness of 2 inches. Concrete headwalls for the drainage structures will be precast.

Planned Construction

| Item | Description |
|-----------------|--|
| Location | 39 Airport Cir located in Beaufort, SC 29907 Latitude: 32.411194°, Longitude: -80.636172° |
| Sitework | Resurfacing the 7-25 runway at Beaufort Executive Airport |

Documents Provided

| Item | Description |
|-----------------------------|---|
| Information Provided | Civil drawings dated May 2024 Specifications and Contract Documents dated March 2024 |

Explore with us



2.0 SCOPE OF SERVICES

Terracon's Scope of Services is based on the information and plans provided by Mr. Shook with Talbert, Bright & Ellington, Inc. Based on our understanding of the project, we anticipate that the following will be required:

- Asphalt Observation and Testing
- Engineering / Reporting / Supervision

We recommend the scope of work described in this proposal be provided to the person(s) who will be responsible for scheduling our services. If you believe our scope of services needs to be modified in any way, please notify us so we can make the appropriate changes.

2.1 Asphalt Observation and Testing

- Terracon will measure the thickness of contractor-extracted cores used for bulk specific gravity testing for each subplot.
- Terracon will perform bulk specific gravity of asphalt cores in accordance with ASTM D2726. The percent compaction can be determined using the TMD determined for that subplot. The cores will be tested at a rate of 1 mat and 1 joint core per subplot.
- A Terracon representative will be available to monitor quality control activities including asphalt air void testing, profilograph roughness testing, and temperature checks of the asphalt at the job site

2.2 Engineering / Reporting / Supervision

Terracon will designate a Project Manager / Engineer to oversee Terracon's scope of construction testing and site monitoring for the project. Terracon will review reports of field tests and observations and submit reports via email distribution to the parties designated in the contract documents.

During construction, Terracon requests access to current / revised drawings, details, specifications, requests for Information, reviewed submittals, and any other clarifying or modifying communication that affects our portion of the work. We would also like the opportunity to attend pre-construction and project meetings should issues related to our scope of work be discussed.

A draft of our daily field report and field tests will be prepared by our on-site personnel. After review by the Terracon Project Manager, final reports will be distributed electronically. The client can designate team members or other parties for electronic report distribution at no additional cost.

Non-compliant tests or observations will be verbally reported to the contractor on-site so corrective action can be taken and documented. A discrepancy report detailing the non-compliant elements will be distributed electronically to the project team within one business day.

Explore with us

Facilities | Environmental | Geotechnical | **Materials** 2



Terracon's services will be performed on an as-requested basis with scheduling by you or your representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to a failure to schedule our services in a timely manner.

We request our services be scheduled a minimum of one working day in advance and two working days prior to the commencement of each category of activities. We will endeavor to schedule services on lesser notice but may not always be able to meet the desired project schedule.

3.0 TERMS

3.1 Compensation

Based on the project information and scope described above, we will provide the listed services on a **time and materials basis** using the unit and hourly rates in the attached Fee Estimate. If you believe we need to increase or decrease our scope of services or trip frequency, please notify us so we can make the appropriate changes.

We recommend the following budget be allotted for performance of the materials testing and special inspection services as listed above.

| Task | Estimated Fee |
|--|------------------|
| Materials Testing and Special Inspection Services | \$ 23,955 |
| Per diem per day (if needed) | \$250 |

Our fees include all anticipated charges for mileage, travel, equipment, personnel, etc. for the anticipated scope of services listed in 2.0. The details of our estimated fee can be viewed in the attached Fee Estimate. Any additional services outside of the scope listed in Section 2.0 of this proposal will be billed according to the respective unit rates established in the attached Fee Estimate.

3.2 Assumptions

Please note:

- For billing purposes, Terracon assumes that your designated scheduling representative will make good effort to provide clear notification to Terracon at least 24 hours prior to the desired on-site arrival time of our technicians to perform the requested inspection or testing services and the material(s) requested to be inspected or tested are ready to be inspected or tested upon our technician's arrival to the site.
- We will only be on-site when you or your representative schedule our services, and as our fee for services are dependent on the contractor's schedule, our fees may vary accordingly.

Explore with us

Facilities | Environmental | Geotechnical | **Materials** 3



- Terracon assumes a project duration of 25 working days.

3.3 Exclusions

Our services specifically exclude testing on any part of the project outside of the limits of disturbance noted in the Civil Plans. Our services do not relieve any contractor / subcontractor from complying with the project specifications.

Please note:

Terracon will NOT provide a testing laboratory at the plant or job site to test asphalt air voids independently from the quality control laboratory. Terracon can provide a laboratory technician to observe asphalt air void and other laboratory tests performed by the quality control laboratory.

Terracon should be notified if additional testing or inspections are needed, and our Fee Estimate can be adjusted to accommodate the additional testing.

Terracon will not be responsible for rejecting material(s), discontinuing, or stopping work. The responsibility of our field personnel will consist of making observations, performing tests, and reporting the findings to an authorized person such as the site superintendent for appropriate action. If substandard work is being performed or if materials of inferior quality are being used, it will be the responsibility of your authorized person to have these conditions corrected. Should it be possible to correct such conditions amicably on the basis of oral recommendations by our technician, it can be done in this manner. However, if it becomes necessary to reject material or to discontinue the work, we expect that someone other than our personnel will make such decisions.

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

Client agrees to respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes.

Explore with us

Facilities | Environmental | Geotechnical | **Materials** 4

Materials Testing Proposal | Revision 0
 Beaufort Executive Airport | Beaufort, SC 29907
 6/25/2024 | Terracon Proposal No. PHG241049



3.4 Authorization

Please indicate your acceptance of this proposal by signing and returning the attached Terracon Agreement for Services to **Kyle.turner@terracon.com**. Upon receipt of the executed Agreement for Services, Terracon will proceed with our professional services for this project as detailed in this proposal.

Terracon greatly appreciates the opportunity to provide this proposal to you on this project. Please do not hesitate to contact us should you have any questions.

Sincerely,
 Terracon Consultants, Inc.

Eric Ricks
 Proposal Manager

Kyle Turner
 Office Manager / APR

Explore with us

Facilities | Environmental | Geotechnical | **Materials** 5

EXHIBIT A

▣ Exhibit A-1 Fee Estimate

FEE ESTIMATE

Beaufort Executive Airport

Materials Services

Terracon Proposal No. PHG241049

**TASK**

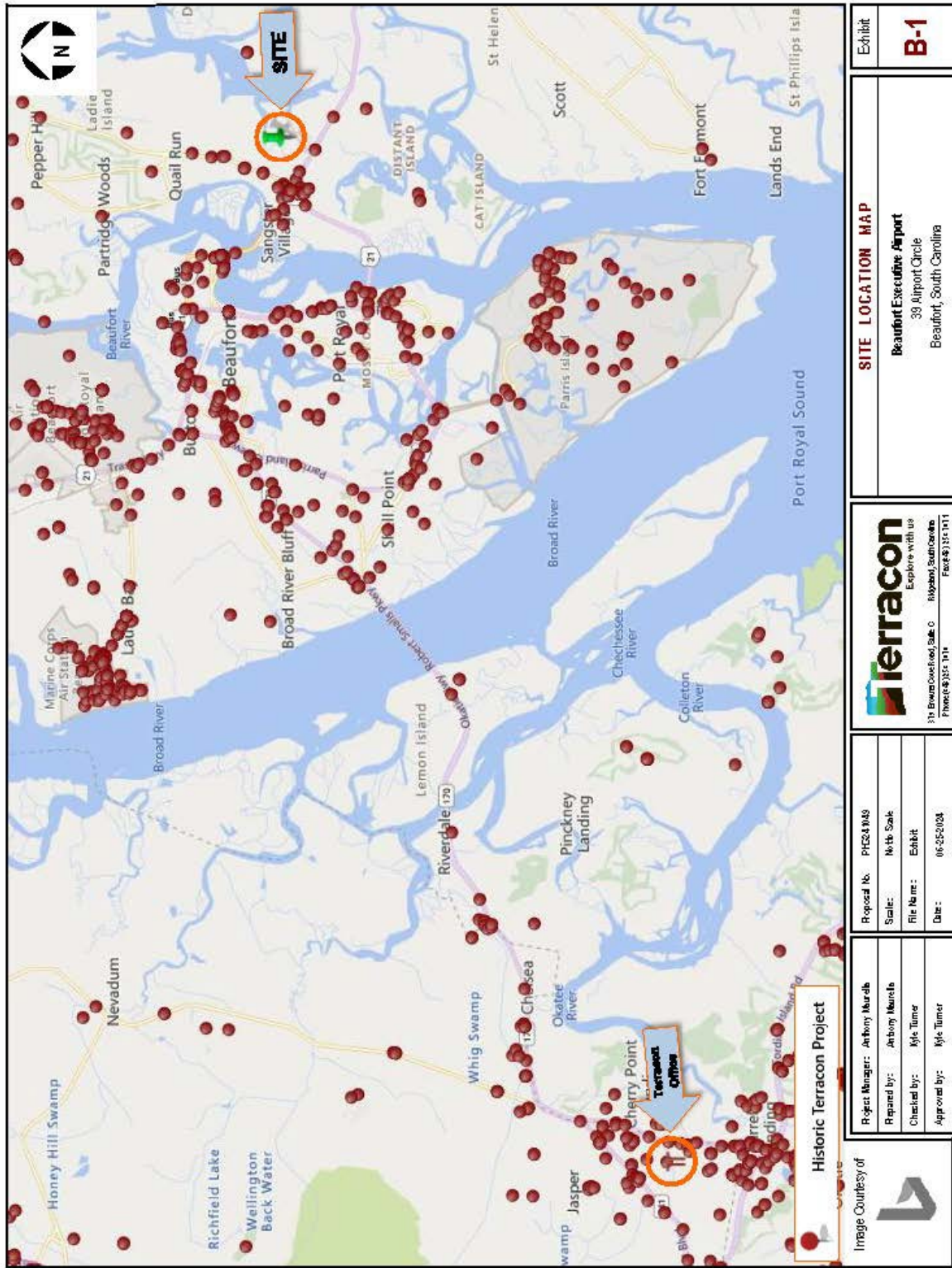
| 2.1 | ASPHALT OBSERVATION AND TESTING | RATE | QUANTITY | UNITS | TRIPS | COST | SUB-TOTAL |
|-----|---------------------------------|--------|----------|-------|-------|------------|-----------|
| | Laboratory Technician | \$ 160 | 60 | hour | 8 | \$ 9,600 | |
| | Field Technician | \$ 127 | 60 | hour | 8 | \$ 7,620 | |
| | Trip Charge | \$ 50 | -- | trip | 16 | \$ 800 | |
| | Asphalt Core BSG | \$ 50 | 24 | each | | \$ 1,200 | |
| | | | | | | Sub-Total: | \$ 19,220 |

| 2.2 | ENGINEERING / REPORTING / SUPERVISION | RATE | QUANTITY | UNITS | TRIPS | COST | SUB-TOTAL |
|-----|---------------------------------------|--------|----------|-------|-------|------------|-----------|
| | Authorized Project Reviewer | \$ 225 | 2 | hour | -- | \$ 450 | |
| | Project Management | \$ 185 | 15 | hour | 4 | \$ 2,775 | |
| | Administrative | \$ 85 | 10 | hour | -- | \$ 850 | |
| | Trip Charge | \$ 50 | -- | trip | 4 | \$ 200 | |
| | | | | | | Sub-Total: | \$ 4,275 |

| | |
|--------------|------------------|
| TOTAL | \$ 23,955 |
|--------------|------------------|

EXHIBIT B

▣ Exhibit B-1 Site Location Map



CONSTRUCTION SUPPORT SERVICES

PO Box 90408
Columbia, S.C. 29290

Phone (803) 776-9909

Date: July 8, 2024
To: Talbert, Bright & Ellington
Attn: Andy Shook

From: Jay S. Joshi, P.L.S.

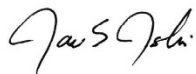
Re: Beaufort Executive Airport Runway 7-25 As-Built Surveys (TBE Project # 2119-2401)

Thank you for the opportunity to provide survey services for this project. We have reviewed the material that you have given to us. CSS is recognized as a SCDOT and FAA, DBE, and a Small and Minority owned business from the South Carolina Governor's Office. CSS has three Professional Land Surveyors on staff, and three field survey crews.

Construction Support Services can provide the items requested in the attached scope of services received from TB&E on June 19, 2024, for a Lump Sum fee of \$29,338.00. This fee includes the cost of all labor, office support, direct charges & cost of mileage.

Please review this proposal and feel free to contact me if you have any questions or suggestions.

Thank You



Jay S. Joshi, P.L.S.

Enclosure: Scope of Services as received from TB&E June 19, 2024



July 10, 2024

Judy Elder
 TALBERT, BRIGHT & ELLINGTON
 2000 Park Street, Suite 101
 Columbia, SC 29201
 Phone: 803-933-9290
 Email: jelder@tbeclt.com

ARW RUNWAY 07-25 REHABILITATION

Beaufort County, South Carolina
 Civil Engineering Proposal – Service Authorization No. 1
 Ward Edwards Reference: 100266L

PROJECT UNDERSTANDING

Ward Edwards services supplied under this Agreement are based on the following:

1. We understand TBE requires construction observation services for the upcoming runway rehabilitation project.
2. The following services are excluded from this proposal, but could be provided upon request:
 - A. Post-Construction Land Surveying: Client or Contractor will provide an as-built survey and recordable drainage, access, and/or utility easement plats for constructed improvements.
 - B. Environmental Services: Environmental site assessments, endangered species reports, and cultural resource studies will be provided by Client if applicable.
 - C. Wetland Services: Wetland consulting such as delineations, jurisdictional determinations, impact permitting, and mitigation plans. Client will provide a current US Army Corps of Engineers jurisdictional determination and corresponding wetland survey.
 - D. Geotechnical Engineering & Construction Testing Services: To accommodate design, a geotechnical report containing site preparation recommendations, paving sections, depth to seasonal high groundwater, and infiltration rates will be provided by Client.
 - E. Construction Contract Administration: Bidding and construction contract administration is excluded but can be provided upon request.

SCOPE

The project scope will include:

CONSTRUCTION SERVICES

Ward Edwards will perform the following construction services:

- A. INITIATION
 1. Attend a pre-construction conference with Client and Contractor.
 2. Review material submittals and/or shop drawings submitted by Contractor.
 3. Prepare and provide an AutoCAD file of the site/civil engineering plans for Contractor stake-out use.

www.WardEdwards.com

Main Office: (843) 837-5250

P.O. Box 381, Bluffton, SC 29910



B. MONITORING

1. Visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the contract documents. It was assumed that two progress site visits will be conducted in addition to the pre-construction meeting and the final inspection.
2. Provide services associated with construction observation on as as-needed basis in order to resolve questions or conflicts during the construction process.
3. Geotechnical engineering inspection and testing are excluded from this scope and are assumed to be performed by others.

C. CLOSE-OUT

1. Perform a site walk for general design compliance.
2. Prepare a punch list of identified site design deficiencies requiring corrective action.
3. Review a stormwater as-built survey prepared by the contractor's licensed surveyor.
4. Provide final engineer's letter for applicable agencies.

FEES

The below fees are based on prompt payment of invoices and on the orderly and continuous progress of the Project. Payment of the attached retainer invoice enables execution of this Agreement.

| SERVICE DESCRIPTION | FEE TYPE | FEE AMOUNT |
|--|-----------|------------|
| Construction Services – Initiation, Monitoring, and Closeout | Fixed Fee | \$ 8,000 |

SERVICE AUTHORIZATION

Additional contract terms appear in the attached Terms and Conditions (T&C) dated July 10, 2024. Talbert, Bright, & Ellington is the CLIENT in this Agreement. When signed below, this proposal and the referenced PSA represent the entire understanding and agreement of this Project between you and Ward Edwards and serve as the authorization for Ward Edwards to proceed with professional services. Modification must be made in writing and signed by both Ward Edwards and CLIENT.

By: Paul Moore Approved By: _____
 Paul Moore, PE, Ward Edwards, Inc. Talbert, Bright, & Ellington

Date: July 10, 2024 Date: _____

RESOLUTION 2024/46**A RESOLUTION TO ACCEPT FAA AIP GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER**

WHEREAS, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

WHEREAS, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

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

WHEREAS, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

WHEREAS, the total FAA grant is \$2,378,106; and

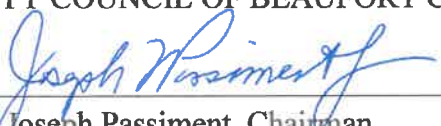
WHEREAS, the FAA will provide 90% of the total project cost, SCAC will fund SCAC will fund 5% (\$132,117), and airport operations will fund 5% (\$132,117).

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA AIP Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:


Joseph Passiment, Chairman

ATTEST



Sarah W. Brock, Clerk to Council

RESOLUTION 2024/44**A RESOLUTION TO ACCEPT FAA BIL AIG GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER**

WHEREAS, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

WHEREAS, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

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

WHEREAS, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

WHEREAS, the total FAA grant is \$448,000; and

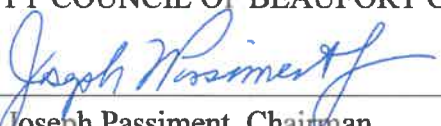
WHEREAS, the FAA grant will provide 90% of the total project cost, SCAC will fund 5% (\$24,889), and airport operations will find 5% (\$24,889).

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA BIL AIG Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:


Joseph Passiment, Chairman

ATTEST:



Sarah W. Brock, Clerk to Council



2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.scaeronautics.com

Henry D. McMaster
GOVERNOR

Gary W. Siegfried
EXECUTIVE DIRECTOR
Aeronautics Commission

Delphin A. Gantt, Jr.
CHAIRMAN

Anne Esposito
DISTRICT 1

Denise Bryan
DISTRICT 2

Skeets Cooper
DISTRICT 3

Terry Connorton
DISTRICT 4

Charles "Doug" Barnes
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Christopher Bethea
DISTRICT 7

August 28, 2024

Mr Michael Moore, County Administrator
County of Beaufort
PO Drawer 1228
Beaufort, South Carolina 29901

Re: South Carolina Aeronautics Commission
SCAC Grant No: **24-027**
Beaufort Executive Airport (ARW)
Project Description: **Rehabilitate Runway 7 – 25 (Construction)**

Dear Mr Moore,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your grant application and awarded **\$157,006** to **Beaufort County** for the **Rehabilitate Runway 7 – 25 (Construction)** project at the **Beaufort Executive Airport (ARW)**.

This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

This project qualifies for Federal, State, and Local government funds. Project costs and funding are as follows:

| | |
|------------------------------|--------------------|
| Federal Funds | \$2,826,106 |
| State Funds | \$ 157,006 |
| <u>Airport Sponsor Funds</u> | <u>\$ 157,006</u> |
| Total Project Cost | \$3,140,118 |

Please execute the enclosed grant agreements and return one hard copy original to SCAC at your earliest convenience.

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

Gary W. Siegfried, PE
Executive Director

Encl: Grant Agreements (Two copies)



Item 21.



GRANT AGREEMENT (CONSTRUCTION)

PART I - OFFER

Date of Offer: **August 28, 2024**

Project / Grant No.: **24-027**

To: **Beaufort County**
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC")

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated **June 12, 2024** for the grant of State Funds for a project for development of the **Beaufort Executive Airport (ARW)** together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and/or tasks:

Rehabilitate Runway 7 - 25 (Construction)

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

| <u>Funding Source</u> | <u>Amount</u> |
|-----------------------|---------------|
| Federal | \$ 2,826,106 |
| State | \$ 157,006 |
| Sponsor | \$ 157,006 |
| Other | \$ 00,000 |

for a total cost of **\$3,140,118** subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed \$157,006 which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Siegfried, Executive Director
South Carolina Aeronautics Commission

09/03/2024

Date

ACCEPTANCE OF GRANT

Signature of Sponsor
Legal Authority to Execute this Grant

Date

Printed Name and Title of Authorized Official

PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.

2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.

3. Sponsor shall:
 - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
 - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
 - d. Submit all planning and construction documents to SCAC for review and approval; and
 - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
 - new, upgraded, deactivated, or repurposed airfield pavement and lighting;
 - land acquisition or releases, including easements;
 - major obstruction clearing;
 - new, upgraded, or downgraded instrument procedures; and
 - new, revised, or expanded airport-related zoning ordinances.

4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
 - FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.

10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- ➔ 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- ➔ Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- ➔ Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- ➔ 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- ➔ the height of objects around airports,
- ➔ communication, visibility, and bird strike hazards,
- ➔ incompatible land uses in the Runway Protection Zone (RPZ); and
- ➔ if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
 - ➔ Paper of at least 24 inch by 36-inch size sheet(s);
 - ➔ Portable Document Format (PDF) electronic file(s).
 - ➔ GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
 - ➔ CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 20____

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____
do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 20____

Signature By _____

Title _____

EXHIBIT A**AFFIDAVIT OF NON-COLLUSION**

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF _____

Personally, appeared before me _____

being first duly sworn says that he is a member of the firm of _____
 and further says that his firm, association, or corporation has not, either directly or indirectly, entered into
 any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive
 bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for
 the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees,
 on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of
 him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said
 formalities were not in fact complied with.

 (Legal Signature)

SWORN to me before this _____ day of _____, 20__

Signature By _____

Notary Public for _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| RECOMMEND APPROVAL OF CONTRACT AWARD TO QUALITY ENTERPRISES USA FOR IFB # 070924 ARW RUNWAY REHABILITATION CONSTRUCTION PROJECT |
| MEETING NAME AND DATE: |
| Public Safety and Facilities Committee – October 21, 2024 |
| PRESENTER INFORMATION: |
| Jon Rembold, Airports Director |
| 5 minutes |
| ITEM BACKGROUND: |
| Resolution 2024/44 (FAA BIL Grant 19), Resolution 2024/46 (FAA AIP Grant 20), and recommended Resolution 2024/### (SCAC Grant 24-027) on this agenda, establish the federal and state grant funding for this project. An Invitation for Bid (IFB) produced two responsive bids. The bids were evaluated, and Quality Enterprises USA (QE) was selected based on their lowest, most qualified bid. |
| The Beaufort County Airports Board reviewed and approved the recommendation to award the contract to QE at its regular October 17, 2024, meeting. |
| PROJECT / ITEM NARRATIVE: |
| Beaufort County seeks to award a contract to Quality Enterprises USA (the contractor) to rehabilitate Beaufort Executive Airport Runway 07/25. Construction includes pavement overlay of the existing runway, new pavement markings, edge light adjustments, and sediment /erosion control. The contract shall all include construction services to complete the scope of work. |
| Pavement maintenance is one of the most important projects the County is responsible for and is required by the FAA and SCAC grant programs. |
| A draft contract will be submitted to legal after the contract award approval. |
| FISCAL IMPACT: |
| The Total Project Cost including a 5% contingency: \$3,066,406.70 |
| Project Funding Sources include: |
| (90%) FAA BIL/AIP Grant \$2,826,106.00 |
| (5%) SCAC Grant24-027 \$157,006.00 |
| (5%) Sponsor Share \$157,006.00 |
| Total Available Funding \$3,140,118.00 |
| GL Code 5102-90-0000-57130 Current Balance: \$3,175,592.00 |

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of contract award to Quality Enterprises USA for IFB # 070924 ARW Runway Rehabilitation Construction Project.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny contract award to Quality Enterprises USA for IFB # 070924 ARW Runway Rehabilitation Construction Project.

Next Steps: County Council Meeting - October 28, 2024

PURCHASING DEPARTMENT

The following bids were received for the above referenced project:

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

Bid Administrator Signature

Bid Recorder

TALBERT, BRIGHT & ELLINGTON

Engineering & Planning Consultants

Item 22.

July 10, 2024

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

RE: Bid Tabulation
Runway 7-25 Pavement Rehabilitation
Beaufort Executive Airport
Beaufort, South Carolina
TBE Project No. 2119-2103

Dear Mr. Rembold,

Please find enclosed a copy of the Bid Tabulation for the above referenced project. A total of two (2) responsive bids were received for the above project on July 9, 2024. Quality Enterprises USA, Inc. submitted the lowest bid in the amount of Two Million, Nine Hundred Twenty Thousand, Three Hundred Eighty-Seven dollars and Forty cents (\$2,920,387.40). APAC-Atlantic, Inc. submitted the next lowest bid in the amount of Two Million, Nine Hundred Eighty-Six Thousand, Five Hundred Seventy dollars and Zero cents (\$2,986,570.00).

By copy of this letter, copies of the Bid Tabulation are being forwarded to the bidders.

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

Sincerely,



J. Andrew Shook, P.E.

Enclosure

cc: Kyle Cody, FAA – AADO
Gary Siegfried, SCAC
Steve Parry, Deputy Airports Director
All Bidders

BID TABULATION
RUNWAY 07-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
TBE PROJECT NO. 2119-2103
July 9, 2024

| | | | | | Quality Enterprises USA, Inc. Naples, FL | | APAC-Atlantic, Inc. Savannah, GA | | ENGINEER'S ESTIMATE | | |
|-----------------------|----------|---|--------|------|---|----------------|-------------------------------------|----------------|---------------------|----------------|--|
| BASE BID | | | | | LICENSE NO.: G97783 | | LICENSE NO.: G12050 | | | | |
| ITEM NO. | SPEC NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | EXT. TOTAL | UNIT PRICE | EXT. TOTAL | UNIT PRICE | EXT. TOTAL | |
| 1 | C-100 | CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) | 1 | LS | \$39,155.30 | \$39,155.30 | \$378,000.00 | \$378,000.00 | \$95,000.00 | \$95,000.00 | |
| 2 | C-102 | TEMPORARY CONSTRUCTION ENTRANCE | 1 | EA | \$10,690.60 | \$10,690.60 | \$7,700.00 | \$7,700.00 | \$8,000.00 | \$8,000.00 | |
| 3 | C-102 | INSTALLATION AND REMOVAL OF SILT FENCE | 3,500 | LF | \$6.20 | \$21,700.00 | \$6.00 | \$21,000.00 | \$5.00 | \$17,500.00 | |
| 4 | C-102 | SEDIMENT TUBES | 25 | EA | \$301.50 | \$7,537.50 | \$170.00 | \$4,250.00 | \$600.00 | \$15,000.00 | |
| 5 | C-102 | RIP RAP APRONS | 190 | SY | \$162.80 | \$30,932.00 | \$208.00 | \$39,520.00 | \$150.00 | \$28,500.00 | |
| 6 | C-105 | MOBILIZATION | 1 | LS | \$258,000.00 | \$258,000.00 | \$280,000.00 | \$280,000.00 | \$256,800.00 | \$256,800.00 | |
| 7 | HA | HERBICIDE APPLICATION | 1 | EA | \$1,794.60 | \$1,794.60 | \$7,500.00 | \$7,500.00 | \$12,000.00 | \$12,000.00 | |
| 8 | P-101 | CRACK REPAIR (1/4" TO 2") | 800 | LF | \$6.50 | \$5,200.00 | \$34.00 | \$27,200.00 | \$25.00 | \$20,000.00 | |
| 9 | P-101 | CRACK REPAIR (GREATER THAN 2") | 100 | LF | \$26.10 | \$2,610.00 | \$435.00 | \$43,500.00 | \$10.00 | \$1,000.00 | |
| 10 | P-101 | VARIABLE DEPTH PAVEMENT MILLING | 1,700 | SY | \$23.20 | \$39,440.00 | \$67.00 | \$113,900.00 | \$18.00 | \$30,600.00 | |
| 11 | P-152 | SHOULDER BUILDUP | 7,800 | LF | \$9.60 | \$74,880.00 | \$3.00 | \$23,400.00 | \$20.00 | \$156,000.00 | |
| 12 | P-152 | UNSUITABLE EXCAVATION | 100 | CY | \$115.10 | \$11,510.00 | \$170.00 | \$17,000.00 | \$80.00 | \$8,000.00 | |
| 13 | P-401 | BITUMINOUS ASPHALT SURFACE COURSE | 4,200 | TN | \$264.50 | \$1,110,900.00 | \$298.00 | \$1,251,600.00 | \$250.00 | \$1,050,000.00 | |
| 14 | P-603 | EMULSIFIED ASPHALT TACK COAT | 3,500 | GAL | \$9.40 | \$32,900.00 | \$5.80 | \$20,300.00 | \$4.00 | \$14,000.00 | |
| 15 | P-620 | PAVEMENT MARKING (REFLECTORIZED WHITE) | 23,000 | SF | \$3.90 | \$89,700.00 | \$1.70 | \$39,100.00 | \$5.00 | \$115,000.00 | |
| 16 | P-620 | PAVEMENT MARKING (REFLECTORIZED YELLOW) | 1,400 | SF | \$5.20 | \$7,280.00 | \$1.70 | \$2,380.00 | \$5.00 | \$7,000.00 | |
| 17 | P-620 | TEMPORARY MARKING | 24,400 | SF | \$2.00 | \$48,800.00 | \$1.00 | \$24,400.00 | \$4.00 | \$97,600.00 | |
| 18 | P-621 | GROOVING | 22,000 | SY | \$3.30 | \$72,600.00 | \$3.10 | \$68,200.00 | \$6.00 | \$132,000.00 | |
| 19 | D-701 | 6" HDPE PERFORATED PIPE IN STONE TRENCH WITH CLEANOUTS | 7,000 | LF | \$109.70 | \$767,900.00 | \$49.50 | \$346,500.00 | \$75.00 | \$525,000.00 | |
| 20 | D-701 | 12" HDPE PIPE | 400 | EA | \$89.40 | \$35,760.00 | \$131.00 | \$52,400.00 | \$80.00 | \$32,000.00 | |
| 21 | D-701 | 12" HDPE TEE | 8 | EA | \$1,217.70 | \$9,741.60 | \$640.00 | \$5,120.00 | \$800.00 | \$6,400.00 | |
| 22 | D-701 | 12" x 6" HDPE REDUCER | 16 | EA | \$1,088.60 | \$17,417.60 | \$640.00 | \$10,240.00 | \$800.00 | \$12,800.00 | |
| 23 | D-705 | 6" PERFORATED UNDERDRAIN PIPE IN STONE TRENCH WITH FABRIC | 440 | LF | \$110.30 | \$48,532.00 | \$59.00 | \$25,960.00 | \$100.00 | \$44,000.00 | |
| 24 | D-752 | PRECAST CONCRETE HEADWALL | 8 | EA | \$2,703.40 | \$21,627.20 | \$4,000.00 | \$32,000.00 | \$3,000.00 | \$24,000.00 | |
| 25 | D-752 | STORMWATER CHECK VALVE | 8 | EA | \$8,575.30 | \$68,602.40 | \$5,100.00 | \$40,800.00 | \$6,000.00 | \$48,000.00 | |
| 26 | T-901 | SEEDING | 6 | AC | \$2,323.20 | \$13,939.20 | \$3,400.00 | \$20,400.00 | \$2,400.00 | \$14,400.00 | |
| 27 | T-908 | MULCHING | 6 | AC | \$1,905.60 | \$11,433.60 | \$3,400.00 | \$20,400.00 | \$1,400.00 | \$8,400.00 | |
| 28 | L-125 | ADJUST EXISTING RUNWAY/TAXIWAY BASE MOUNTED LIGHT | 58 | EA | \$1,031.10 | \$59,803.80 | \$1,100.00 | \$63,800.00 | \$800.00 | \$46,400.00 | |
| TOTAL BASE BID AMOUNT | | | | | \$2,920,387.40 | | \$2,986,570.00 | | \$2,825,400.00 | | |

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

J. Andrew Shook

TALBERT BRIGHT & ELLINGTON, INC.

7/10/24

DATE

RESOLUTION 2024/46

A RESOLUTION TO ACCEPT FAA AIP GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER

WHEREAS, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

WHEREAS, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

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

WHEREAS, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

WHEREAS, the total FAA grant is \$2,378,106; and

WHEREAS, the FAA will provide 90% of the total project cost, SCAC will fund SCAC will fund 5% (\$132,117), and airport operations will fund 5% (\$132,117).

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA AIP Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____


Joseph Passiment, Chairman

ATTEST _____


Sarah W. Brock, Clerk to Council

RESOLUTION 2024/44

A RESOLUTION TO ACCEPT FAA BIL AIG GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER

WHEREAS, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

WHEREAS, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

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

WHEREAS, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

WHEREAS, the total FAA grant is \$448,000; and

WHEREAS, the FAA grant will provide 90% of the total project cost, SCAC will fund 5% (\$24,889), and airport operations will find 5% (\$24,889).

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA BIL AIG Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____


Joseph Passiment, Chairman

ATTEST: _____


Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 23.

ITEM TITLE:

RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR SHUTTLE SERVICE BETWEEN BEAUFORT COUNTY AND THE BEST OF HILTON HEAD

MEETING NAME AND DATE:

Public Facilities & Safety Committee – October 21, 2024

PRESENTER INFORMATION:

Jon Rembold, C.M. Airports Director
(5 minutes)

ITEM BACKGROUND:

The Airports Board reviewed and approved the resolution at its monthly meeting held on October 17, 2024.

PROJECT / ITEM NARRATIVE:

The Best of Hilton Head operates a shuttle service option for passenger transportation at the Hilton Head Island Airport. Shuttle services provide comfortable rides from the airport to passenger final destinations throughout Hilton Head Island.

FISCAL IMPACT:

This is a revenue generating agreement. There is no cost to the airport.

Shuttle Fee Schedule:

- \$1.00 per passenger (15 pax)
- \$5.00 minimum charge, per entry

STAFF RECOMMENDATIONS TO COMMITTEE:

Approve the resolution for a letter of agreement for shuttle service between Beaufort County and The Best of Hilton Head and forward to County Council for approval.

OPTIONS FOR COMMITTEE MOTION:

Motion to approve /deny the resolution for a letter of agreement for shuttle service between Beaufort County and The Best of Hilton Head

Next step: County Council Meeting – October 28, 2024

RESOLUTION NO. 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR SHUTTLE SERVICE BETWEEN BEAUFORT COUNTY AND THE BEST OF HILTON HEAD**

WHEREAS, the Hilton Head Island Airport ("Airport") desires to enter into a Letter of Agreement with The Best of Hilton Head ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Shuttle Service and desires to use certain areas and facilities owned by Beaufort County ("County") and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, the County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Letter of Agreement for Shuttle Service with The Best of Hilton Head on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Letter of Agreement for Shuttle Service with The Best of Hilton Head on the same, or substantially similar, terms set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

LETTER OF AGREEMENT
FOR SHUTTLE SERVICE

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring ground transportation services. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **The Best of Hilton Head** agree as follows:

1. **PRIMARY SERVICE**

Operator shall have the non-exclusive right and privilege to operate a shuttle service to/from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. **FACILITIES ASSIGNED TO THE OPERATOR**

Customer loading/unloading area in the designated Shuttle Parking area. (Subject to change by the Airports Director). No other location on Airport property shall be used for any business or commercial purpose, directly or indirectly, by shuttle operators.

Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal.

3. **FEES**

Operators entering this Agreement agree to pay a monthly fee of **\$1.00 per passenger with a minimum fee of \$5.00** each time entering Airport property. Twenty (20) days after the beginning of each calendar month during the term hereof, Shuttle Operator shall furnish to County an accounting of the previous month's GEO Fence Report along with payment for the appropriate sum of money as computed in accordance with this subsection.

Vehicle Information

- Vehicle Vin# _____
- Make/Model _____
- Vehicle Capacity _____
- License Plate _____

Payment address:

Hilton Head Island Airport
Attn: Administration
26 Hunter Road
Hilton Head Island, SC 29926

The County reserves the right to limit the number of Shuttle vehicles that logistically can be handled within the airport terminal campus and still provide the traveling public with adequate service.

4. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with high quality ground transportation facilities and service.

Accordingly, the Operator agrees to conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by shuttle companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this shuttle service.

5. SHUTTLE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a maximum of fifteen (15) passengers and baggage.

All shuttles shall have an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

All shuttles shall be marked uniformly on the outside with the company name/logo.

B. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old.

C. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.

D. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.

E. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the shuttle service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.

F. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director or designee in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

6. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina, Beaufort County, and the Town of Hilton Head Island. All drivers must obey all traffic laws and regulations while operating the shuttle.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

7. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State, County, and Town of Hilton Head Island laws and shall obtain and maintain all required licenses and permits. Any change to operating license, permits etc. will require a new permit.

8. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions of their drivers, and Beaufort County and its officers and employees shall in no way be responsible for their acts or omissions. Operator agrees to fully indemnify and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability: \$100,000 each person
 \$300,000 each occurrence

Property Damage: \$50,000 each occurrence

A. In all insurance policies carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional

insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of an insurance policy required pursuant to this Agreement is cause for termination until the required insurance is reinstated by an acceptable policy.

- B. The Operator shall furnish to the County all required Certificates of Insurance before beginning operations under this Agreement. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

9. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Shuttle Rules attached).

10. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

11. TERM

The term of this agreement shall commence on 1 October 2024 and shall end on 29 September 2025.

After that time, this Agreement may be renewed up to two (2) additional, one (1) year terms after the initial term, unless thirty (30) days prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

12. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.
- C. The abandonment or discontinuance of the operations and services by the Operator.
- D. The failure of the Operator to keep required insurance in force.

- E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G. Two or more complaints are received concerning cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.
- I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above, required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

13. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

- A. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.
- B. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

14. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

15. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 12(g). The County shall not be responsible for resolving such complaints as may be

received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

16. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

17. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

18. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

19. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.
- D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

20. GENERAL PROVISIONS

- A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.
- B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

21. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator, respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:

County Council of Beaufort County
 Hilton Head Island Airport
 26 Hunter Road
 Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail: _____

Physical: _____

Phone: _____

E Mail _____

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE_____

WITNESS_____
OWNER , _____

DATE_____

**BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT****SHUTTLE RULES**

The following rules shall apply to the operation of shuttles and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

No other location on Airport property shall be used except for the Shuttle Parking area, for any business or commercial purpose, directly or indirectly, by shuttle operators.

Rule 2 Attending Vehicle

Vehicles shall not be left standing unattended in any loading or unloading lane in front of the terminal. area or road and shall not use areas designated for use by other class of vehicle, or parking spaces reserved for other vehicles/companies.

Rule 3 Permitted Time

Operator vehicles are limited to (1) hour parking in the designated Shuttle Parking area for each visit.



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 24.

| ITEM TITLE: |
|--|
| RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A GRANT IN AID FROM THE SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH. |
| MEETING NAME AND DATE: |
| Public Facilities and Safety Committee October 21, 2024 |
| PRESENTER INFORMATION: |
| John Robinson, ACA Public Safety. 5 minutes |
| ITEM BACKGROUND: |
| <p>Beaufort County Emergency Medical Services has been awarded a Grant in Aid award from the South Carolina Department of Public Health. The purpose of the Grants in Aid (GIA) Program is to provide financial assistance to counties to improve and upgrade the EMS System to increase training, reduce injury, and minimize the loss of life.</p> <p>The South Carolina Department of Public Health ("DPH") distributes state appropriated EMS funds in accordance with Section 31.7 of the Part 1B Provisos of the 2024-2025 Appropriations Act. The monies allocated to the Counties are for the purpose of improving or upgrading the local EMS system through the licensed ambulance services. The funds are allocated in accordance with the following methodology or formula: 50% of the funds appropriated will be allocated equally among the 46 counties in SC and the remaining 50% will be allocated based on the proportion of the population in each county.</p> <p>Beaufort County's allocation for Fiscal Year 2024-2025 is determined to be \$15,886.35. Funding is on a percentage basis with funding for the approved requests prorated based on the number of emergency runs made by the service as documented to DPH on the official ambulance run report. Beaufort County EMS, 20799 (77% of calls) and Hilton Head Fire/Rescue, 6220 (23% of calls) medical calls for service year 2023.</p> <p>2025 Funds from DPH for Beaufort County, \$15,886.35, distributed to Beaufort County EMS, \$12,232.49 and Hilton Head Fire/Rescue, \$3,653.86. Receiving must match the 5.5% matching amount as described in the funds distribution letter.</p> |
| PROJECT / ITEM NARRATIVE: |
| Acceptance of a grant for Beaufort County EMS |
| FISCAL IMPACT: |
| <i>Fiscal Impact is \$873.450 from account 2555-20-1210-57130 balance of \$17,298.35</i> |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval of the Resolution to accept GIA grant funds from the South Carolina Department of Public Health. |

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the approval of a Resolution to accept Grant in Aid from the South Carolina Department of Public Health.

Next steps - Move forward to Council for approval on October 28, 2024

RESOLUTION 2024/_____**A RESOLUTION TO ACCEPT A GRANT IN AID FROM THE SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH.**

WHEREAS, the South Carolina Department of Public Health offers funding under their Grant in Aid program for the purpose of improving or upgrading the Emergency Medical Services systems through licensed ambulance services; and

WHEREAS, state appropriate funds are distributed in accordance with Section 31.7 part 1B provisos of the 2024-2025 appropriations act; and

WHEREAS, Beaufort County recognizes that the allocation for FY 2024-2025 is to determine to be \$15,886.35 for Beaufort County Emergency Medical Services with required 5.5% matching funds; and

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council hereby approves the acceptance the 2024-2025 GIA Grant from the South Carolina Department of Public Health.

This Resolution shall be effective October 28, 2024.

Dated this _____ day of November 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



September 20, 2024

Beaufort County
Attention: Michael Moore County Administrator
PO Box 1228
Beaufort, South Carolina 29901

Re: EMS – GIA Funds SFY2025

Dear Mr. Moore:

The South Carolina Department of Public Health (“DPH”) distributes state appropriated EMS funds in accordance with Section 31.7 of the Part IB Provisos of the 2024-2025 Appropriations Act. The funds must be utilized as outlined in this document and for the purpose of improving and upgrading the Emergency Medical Services system throughout the state. The monies allocated to the Counties are for the purpose of improving or upgrading the local EMS system through the licensed ambulance services. The funds are allocated in accordance with the following methodology or formula: 50% of the funds appropriated will be allocated equally among the 46 counties in SC and the remaining 50% will be allocated based on the proportion of the population in each county. **Beaufort County's** allocation for Fiscal Year 2024-2025 is determined to be **\$15,886.35**.

Proviso 117.21 in the Miscellaneous Provisions section of the Act states: “Each state agency receiving funds that are a direct appropriation to a non-profit organization, prior to disbursing the funds, shall require from each recipient organization a plan of how the state funds will be spent and how the expenditures will provide a public benefit. The Executive Budget Office, Department of Administration shall provide each state agency with a standard



form for collecting the information required. After receiving the funds, non-profit organizations shall provide quarterly spending updates to the respective state agency. After all state funds have been expended, each organization shall provide an accounting of how the funds were spent, including an accounting of funds provided to subgrantees and affiliated non-profits." Please visit our website, <https://dph.sc.gov/professionals/healthcare-quality/contribution-and-distribution-expenditure-program>, to download the required forms. Your first quarterly spending update will be due January 15, 2025, and quarterly spending update shall end after all funds have been expended and a final quarterly spending update has been provided.

Disbursement of these funds will take place once we receive the signed agreement and the completed Disbursement Request Form. No funds shall be disbursed to organizations or purposes which practice discrimination against persons by virtue of race, creed, color, or national origin.

In addition to these requirements, Proviso 31.7 allows local matching funds to be provided by the recipients of the allocations. In order to meet these requirements, we will need the following:

1. Documentation that the receiving party meets the 5.5% matching amount and a description of the local matching funds.

Please remember to timely submit such information to DPH should your organization receive EMS funds.

Code Section 11-9-110 requires that an organization receiving funds submit to the Executive Budget Office and the Revenue and Fiscal Affairs Office by the end of the fiscal year (June 30, 2025) a detailed statement explaining the nature and function of its organization as well as a detailed statement explaining the use that was made of the funds. Funds will not be distributed to an organization until it agrees in writing to allow the State Auditor to audit or cause to be audited the Funds.

It is preferred that the above documentation be sent electronically to



EMSGIA@DPH.SC.GOV. If that is not feasible, please mail to **Mary Neely, Grant in Aid, DPH Division of EMS, PO Box 101106, Columbia, SC 29211.**

Please contact Mary Neely at (803) 545-4273 or email at EMSGIA@DPH.SC.GOV if you have any questions or need further assistance.

Sincerely,

Gwen Thompson
Director of Healthcare Quality

I agree to provide the required documentation outlined in this letter. I agree to allow the State Auditor to audit or cause to be audited the funds. I am a representative of **Beaufort County**, authorized to legally commit this organization.

Print Name (Authorized Party)

Signature (Authorized Party)



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 25.

ITEM TITLE:

Recommend Approval of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of the real property located at 247 Robert Smalls Parkway. (*Fair Market Value to be added*)

MEETING NAME AND DATE:

Public Facilities and Land Use Committee – October 21, 2024

PRESENTER INFORMATION:

Hank Amundson (5 mins)

ITEM BACKGROUND:

Due to the sale of the properties located on King & Wilmington Streets in Beaufort to promote affordable housing, the local Health Department and Administrative offices for the South Carolina Department of Health and Environmental Control must be relocated.

At the February 27, 2023 County Council meeting, approval was given to the County Administrator to purchase property at 1505 Salem Road in an amount not to exceed \$4,500,000. The negotiation of agreeable purchasing terms proved to be more difficult than expected. An alternate site was located, however this site also fell through prior to 3rd reading and adoption, which was scheduled for April of 2024.

PROJECT / ITEM NARRATIVE:

Staff has identified 247 Robert Smalls Parkway as well situated and an attainable location for , the local Health Department and Administrative offices for the South Carolina Department of Health and Environmental Control. This property acquisition is proposed to be funded with ARPA funds. The relocation of the Health Department is an allowable public health ARPA expense. Legal will draft a contract for purchase pending Council's Final Approval.

FISCAL IMPACT:

The funding for the purchase of the Property will come from the American Rescue Plan Act (ARPA) funds comprising of (*Fair Market Value to be added*) plus closing costs. (Account #2330-40-0000-54300). Current account balance in the account is \$3,000,000.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of real property located at 247 Robert Smalls Parkway in the amount of (\$*Fair Market Value to be added*).

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of real property located at 247 Robert Smalls Parkway.

Next Step: Move forward to County Council to approve an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of a portion of real property located at 247 Robert Small Parkway.

ORDINANCE 2024/_____

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE
NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF THE
REAL PROPERTY LOCATED AT 247 ROBERT SMALLS PARKWAY**

WHEREAS, Beaufort County Council and Beaufort County (“County”) is a body politic and political subdivision of the State of South Carolina; and

WHEREAS, under SC Code Ann. Section 4-9-25 and 4-9-30, the County is empowered to act in the interests of public safety and in matters involving the health and welfare of its citizens, and may acquire real property; and

WHEREAS, under SC Code Ann. Section 44-1-20, South Carolina Department of Health and Environmental Control (SCDHEC) is overseen by the S.C. Board of Health and Environmental Control who is empowered to make, adopt, and enforce reasonable rules and regulations for the promotion of public health; and

WHEREAS, in support of SCDHEC’s promotion of public health, the County provides SCDHEC with the operational facilities to serve the citizens of Beaufort County and in the near future the current facility will no longer be available for occupancy; and

WHEREAS, the County has identified the real property located at 247 Robert Smalls Parkway in Beaufort, SC 29906 identified with TMS No. R122 029 000 0280 0000, hereinafter referred to as the “Property”, as the best available option for a new facility for SCDHEC to occupy; and

WHEREAS, the Property will serve as the Beaufort County SCDHEC facility until such time that it is determined as no longer adequate or necessary to further the goal of promoting the health and welfare of Beaufort County citizens; and

WHEREAS, the County has offered a purchase price of \$(*fair market value to be added*) plus closing cost, based on a recent appraisal conducted by the County; and

WHEREAS, the funding for the purchase of the Property will be from the American Rescue Plan Act funds allocated to Public Health; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property for the reasons stated above.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizes the County Administrator to execute the necessary documents to purchase and to fund the purchase of a portion of real property located at 247 Robert Small Parkway as described above.

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

FOR SALE

Item 25.



247 ROBERT SMALLS PARKWAY

VM | REAL ESTATE

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



CONTACT

VONNIE MAJEWSKI

843.338.1799

vonnie@vmrealestate.com

PROPERTY OVERVIEW

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



OFFERING SUMMARY

| | |
|--------------|----------------|
| Sale Price: | \$2,790,000 |
| Building SF: | 13,950 SF+/- |
| Acreage: | 1.75 Acres +/- |
| Zoning: | C5RCMU |
| Market: | Beaufort |

PROPERTY HIGHLIGHTS

- Freestanding 13,950 SF Retail / Flex Building on 1.75 Acres
- Prominent Visibility to High Traffic Counts on Hwy 170
- Large Fenced Yard Behind Building
- Dock High Loading
- High Ceilings

PROPERTY OVERVIEW

13,950 sf retail / flex building, situated on 1.75 acres on Highway 170, in Beaufort's main retail corridor. Built in 1996 and enlarged and renovated in 2014. The building is sprinklered and is currently configured with a large showroom, 2,000 sf +/- of warehouse with loading dock and 12x12 roll up door, two restrooms, an office and a break/file room. Large retail windows across the front of the building and high ceilings throughout. The property has a large fenced area in the back and a dedicated monument on Highway 170. Zoning allows for most commercial uses. Seller may consider leasing to the right tenant.

LOCATION OVERVIEW

Located on Highway 170 in the center of Beaufort's main retail corridor. The property is surrounded by major retailers including Lowes, Publix, Harbor Freight, Sherwin Williams, Belks and Walmart to name a few, and dozens of national brand restaurants, banks and car dealerships. Beaufort is experiencing tremendous growth and the property is well situated to draw from the entire Beaufort county market. The property is about 40 minutes from Hilton Head and just under 90 minutes from Charleston. Demographics confirm nearly 50,000 residents within a five mile radius with average household incomes of over \$103,000. Beaufort also receives millions of visitors each year. High traffic with 2023 Traffic counts of approximately 21,000 vpd passing the property.

VONNIE MAJEWSKI

843.338.1799

vonnies@vmrealestate.com

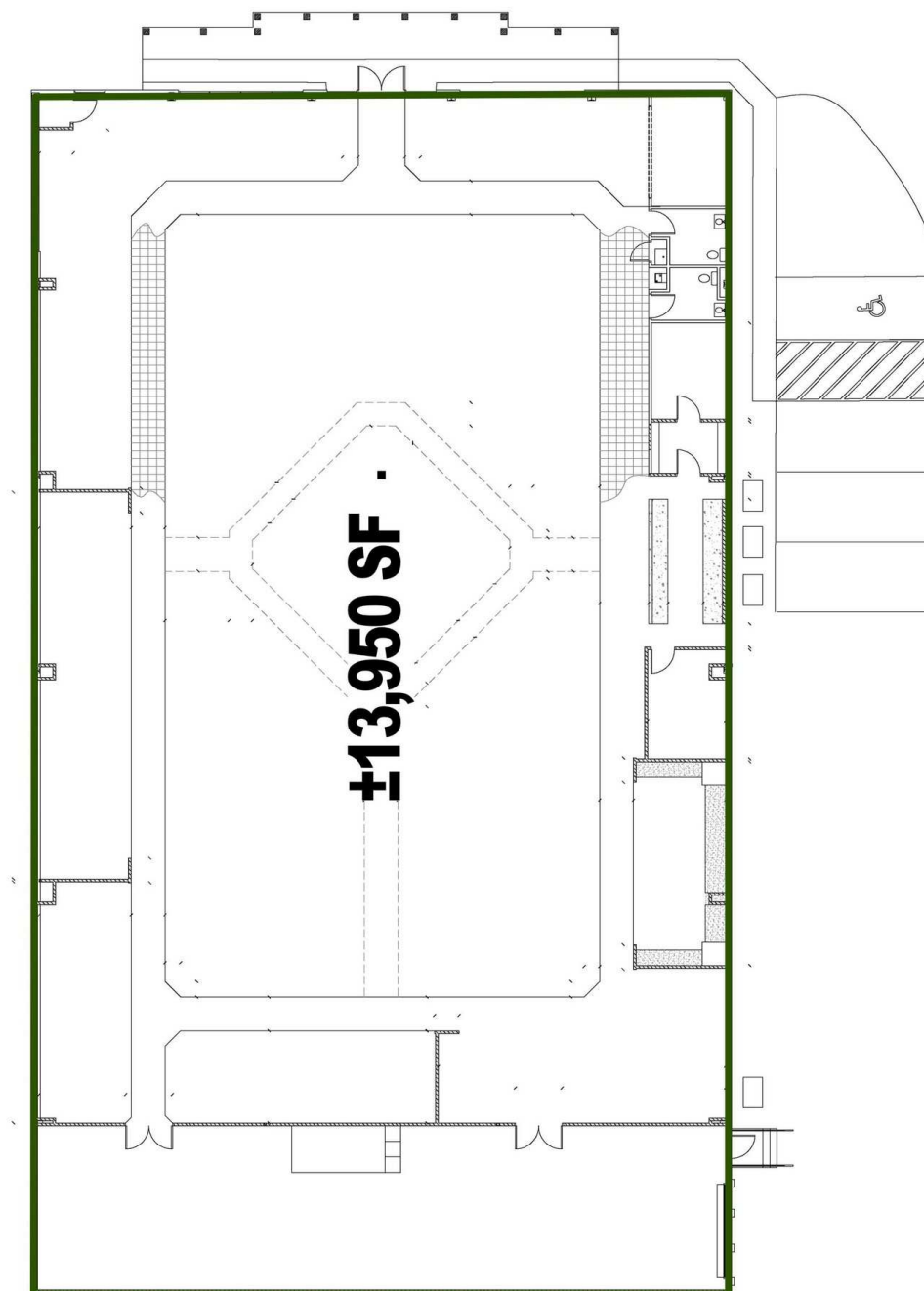


FOR SALE

Item 25.

FLOOR PLAN

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

843.338.1799

vonnie@vmrealestate.com

VM REAL ESTATE | 843.338.1799 | 39 PEARCE RD. BLUFFTON, SC 29910 | VMREALESTATE.COM

The information presented here is deemed to be accurate, but it has not been independently verified. We make no warranty or representation. It is your responsibility to independently confirm accuracy and completeness.



VM | REAL ESTATE

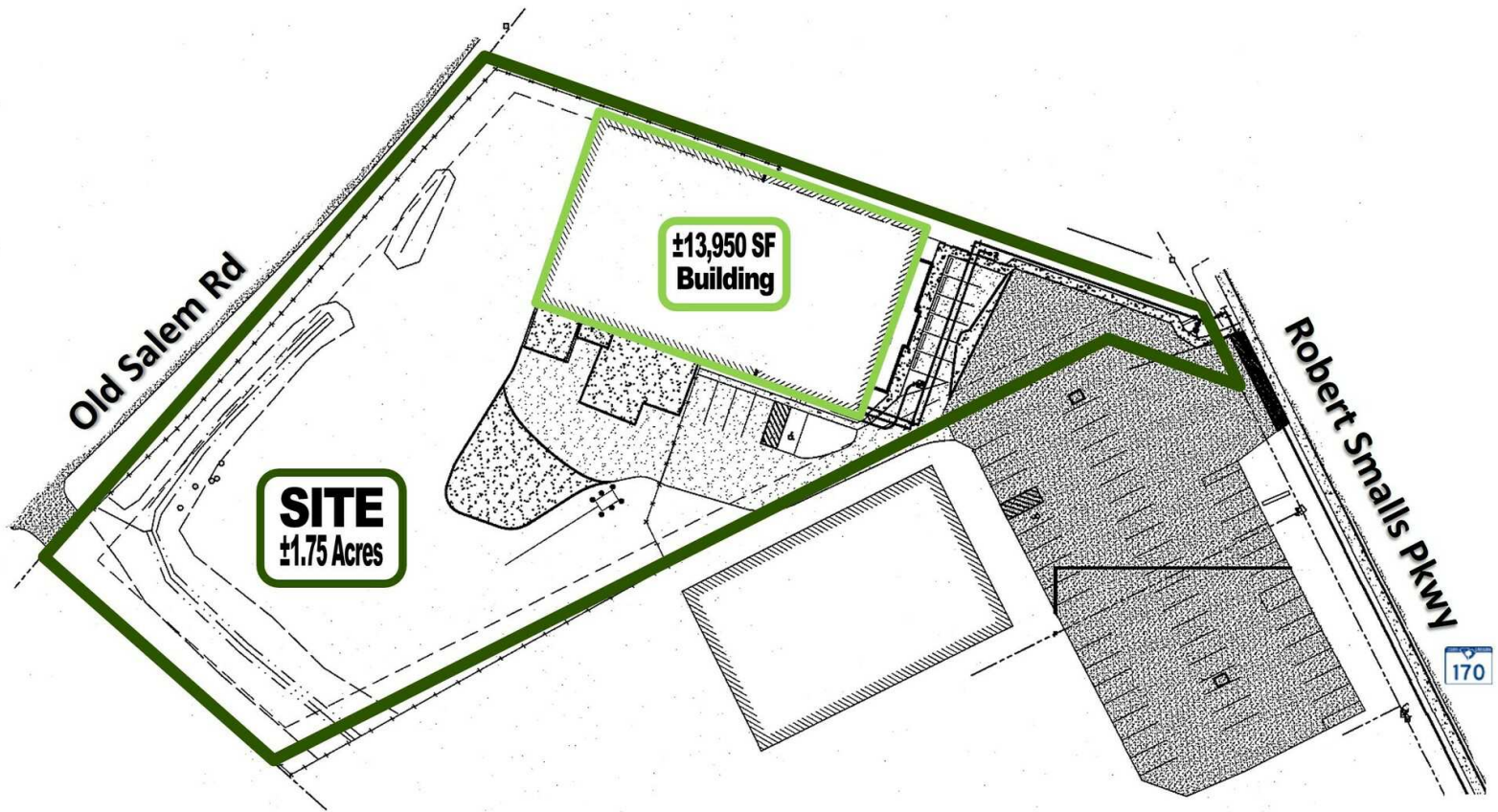
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FOR SALE

Item 25.

SITE PLAN

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

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vonnies@vmrealestate.com

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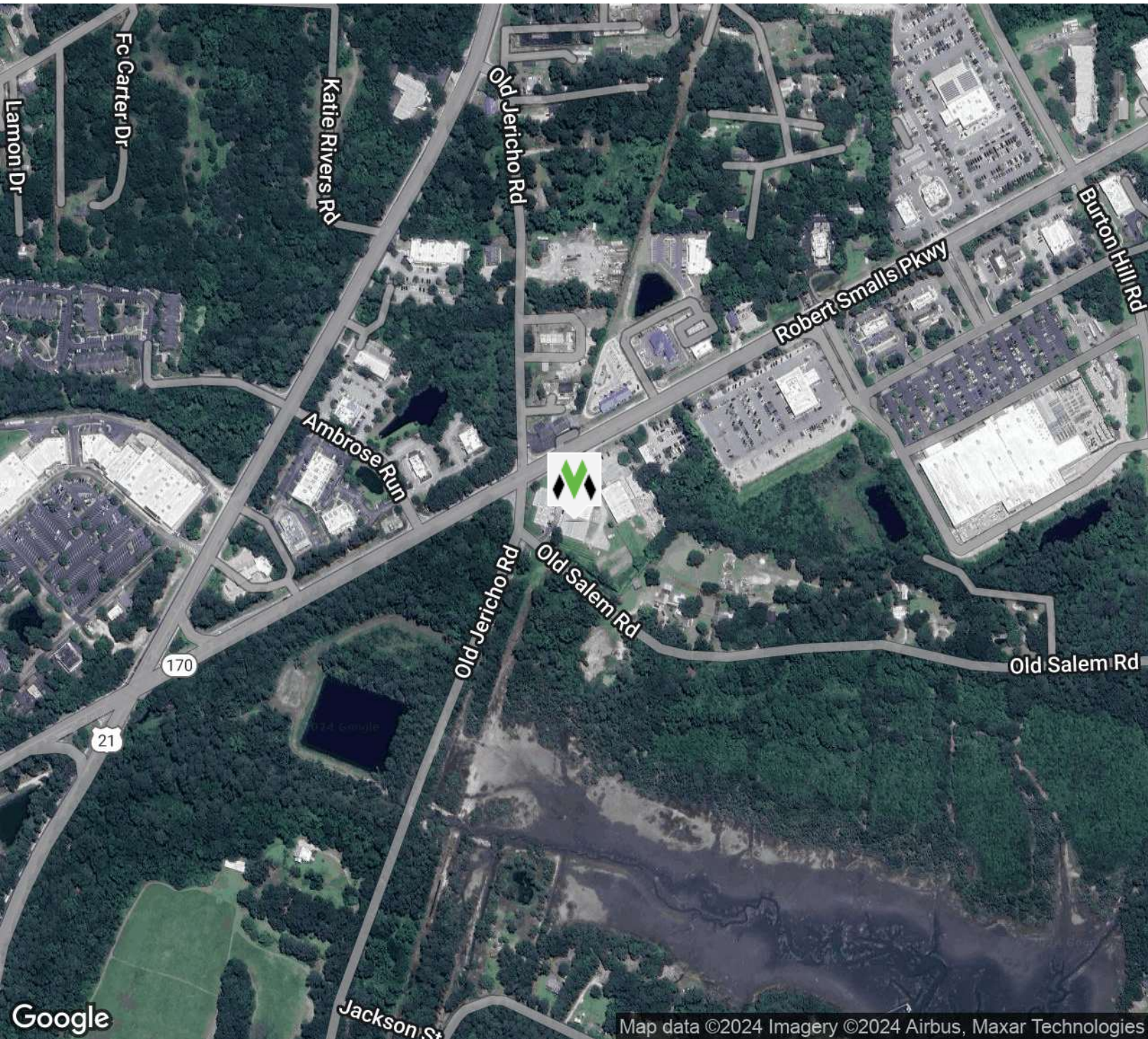
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FOR SALE

Item 25.

LOCATION MAP

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

843.338.1799

vonnie@vmrealestate.com

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FOR SALE

Item 25.

RETAILER MAP

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



VONNIE MAJEWSKI

843.338.1799

vonnie@vmrealestate.com

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FOR SALE

Item 25.

PICTURES

247 ROBERT SMALLS PARKWAY BEAUFORT, SC 29906



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BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 26.

| |
|--|
| ITEM TITLE: |
| AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF PROPERTY OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH TMS NO. R610-031-000-00003-0000 |
| MEETING NAME AND DATE: |
| Public Facilities Committee; October 21, 2024 |
| PRESENTER INFORMATION: |
| Brittany Ward, County Attorney; Jared Fralix, Asst. County Administrator 5 Minutes |
| ITEM BACKGROUND: |
| |
| PROJECT / ITEM NARRATIVE: |
| Beaufort County ("County") acquired property at the corner of Bluffton Pkwy and Buck Island Road, which is currently the location of a County maintained stormwater pond. On March 4, 2024, the Town of Bluffton ("Bluffton") acquired property adjacent to the County's property. A recent survey of the Town Property revealed that (1) the multi-use pathway constructed and maintained by the County alongside the Bluffton Parkway and (2) a portion of the County maintained stormwater pond both encroach on the Town Property, collectively hereinafter the "Encroachments". The Town desires to convey a portion of the Town's property to the County so that the Encroachments are no longer located on the Town's property and are consolidated into the County's property. |
| FISCAL IMPACT: |
| No funding impact |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approving acceptance of a portion of the Town's property. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to recommend approval/denial Move forward to Council for First Reading and a public hearing of an ordinance authorizing the County Administrator to execute the necessary documents to accept conveyance of a portion of property owned by the Town of Bluffton located at 140 Buck Island Road with TMS No. R610-031-000-00003-0000 |

ORDINANCE 2024/____

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE
NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF PROPERTY
OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH
TMS NO. R610-031-000-00003-0000**

WHEREAS, Beaufort County (“County”) previously acquired the real property consisting of approximately 8.5 acres, located on the corner of the Bluffton Parkway and Buck Island Road with TMS No. R610-031-000-1561-0000, collectively hereinafter the “County Property”; and

WHEREAS, on March 4, 2024, the Town of Bluffton acquired the property located at 140 Buck Island Road, Bluffton, South Carolina with TMS No. R610-031-000-00003-0000, collectively hereinafter the “Town Property”; and

WHEREAS, a recent survey of the Town Property revealed that (1) the multi-use pathway constructed and maintained by the County alongside the Bluffton Parkway and (2) a portion of the County maintained stormwater pond both encroach on the Town Property, collectively hereinafter the “Encroachments”; and

WHEREAS, the Town desires to convey such portions of the Town Property, as shown in Exhibit A attached hereto and incorporated herein by reference, to the County so that the Encroachments are no longer located on the Town Property and are consolidated into the County Property.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the County Administrator to execute the necessary documents to accept conveyance of a portion of property owned by the Town of Bluffton, as shown in Exhibit A attached hereto and incorporated herein by reference, located at 140 Buck Island Road with TMS. No R610-031-000-00003-0000.

Adopted this ____ day of _____ 2024.

ATTEST

COUNTY COUNCIL OF BEAUFORT COUNTY

Sarah Brock, Clerk to Council

Joseph Passiment, Chairman

SC GRID (NAD 83)
(2011)

| LABEL | BEARING | DISTANCE |
|-------|-------------|----------|
| L1 | S36°10'56"E | 4.04' |
| L2 | S36°10'56"E | 3.22' |
| L3 | S36°10'56"E | 13.70' |
| L4 | S84°33'31"E | 12.70' |
| L5 | S84°14'52"E | 26.90' |
| L6 | S87°20'09"E | 27.07' |
| L7 | S84°27'21"E | 28.09' |

| LABEL | RADIUS | ARC | CHORD | CHORD BEARING | DELTA |
|-------|----------|--------|--------|---------------|----------|
| C1 | 1026.00' | 10.01' | 10.01' | S07°19'31"W | 0°33'32" |
| C2 | 740.00' | 92.19' | 92.14' | S87°07'51"E | 7°08'18" |

- LEGEND
- RBS ○ 5/8" IRON REBAR SET WITH CAP
RWMF ■ RIGHT-OF-WAY CONC. MONUMENT FOUND (TBA)
— TB — TO BE ABANDONED
TOP OF BANK
EDGE OF PAVEMENT
PAVED SIDEWALK

- NOTES
1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X, COMMUNITY 450251 (TOWN OF BLUFFTON), MAP NUMBER 45013C0270G, HAVING AN EFFECTIVE DATE OF MARCH 23, 2021.
2. HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).



BLUFFTON PARKWAY R/W VARIES
(COUNTY MAINT'D PUBLIC ROAD)

RWMF (3" DISK)
N:157,061.95'
E:2,036,335.23'

EXISTING 20'
UTILITY EASEMENT
(PB:124 PG:175)

N/F

TOWN OF BLUFFTON

(PARCEL 3)
PIN: R610 031 000 0003 0000
DB: 4316 PG: 1306
PB: 109 PG: 83
OLD AREA:
658,136 Sq.Ft.
15,109 Ac.
NEW AREA:
654,988 Sq.Ft.
15,037 Ac.

N/F
BEAUFORT COUNTY
PIN: R610 031 000 1561 0000
DB: 2676 PG: 1304
PB: 124 PG: 175

POND

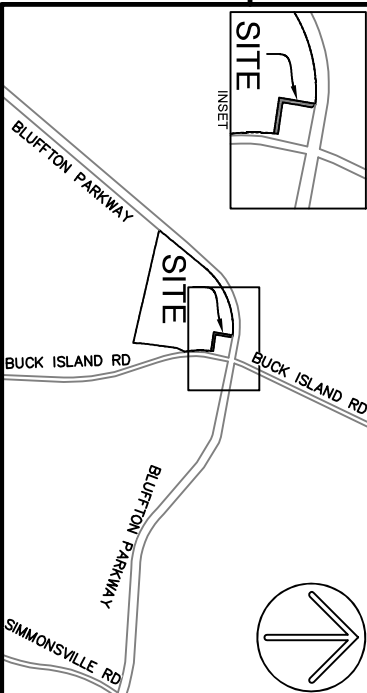
RELOCATED 10'
UTILITY EASEMENT
(PB:124 PG:175)

AREA TO BE ACQUIRED
BY BEAUFORT COUNTY
(PIN: R610 031 000 1561 0000)
3,148 SQ.FT.; 0.072 AC.

RELOCATED 10'
UTILITY EASEMENT
(PB:124 PG:175)

EXISTING 10'
UTILITY EASEMENT
(PB:124 PG:175)

BUCK ISLAND ROAD R/W VARIES
(COUNTY MAINT'D PUBLIC ROAD)

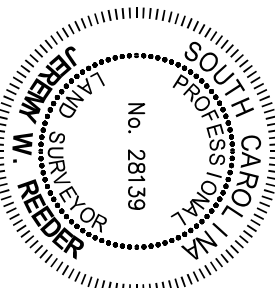
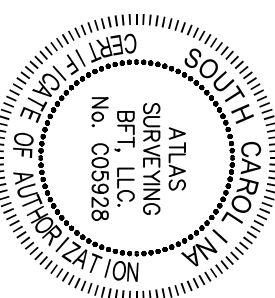


PREPARED FOR:
THE TOWN OF BLUFFTON
A LOT LINE RECONFIGURATION PLAT OF
#140 BUCK ISLAND ROAD
TAX PARCEL NOS. R610 031 000 0003 0000
& R610 031 000 1561 0000
TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK: GBS
FIELD CHECK: JMR
DRAWN BY: KWF
FIELD DATE: 12-13-2023
PLAT DATE: 06-11-2024
SCALE: 1"=40'
PROJECT No.: BFT-20183
FILE: BFT-20183 LLR1.DWG

ATLAS
SURVEYING, INC.

168 BOARDWALK DRIVE, SUITE A.
RIDGELAND, SC 29936.
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

JEREMY W. REEDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS CRIMPED WITH SEAL

EXHIBIT A



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 27.

| |
|--|
| ITEM TITLE: |
| Recommendation of the approval of an Intergovernmental Agreement with the City of Beaufort and the approval of a change order to Eurovia Atlantic DBA Blythe for IFB #011224E Year 7 Resurfacing Project for the paving of city-owned roads in Battery Shore neighborhood (\$572,227.70) |
| MEETING NAME AND DATE: |
| Public Facilities and Safety Committee – October 21, 2024 |
| PRESENTER INFORMATION: |
| Bryan Bauer, Director of Engineering (5 mins) |
| ITEM BACKGROUND: |
| On February 14, 2024, Beaufort County entered a contract with Eurovia Atlantic DBA Blythe for IFB #011224E Year 7 Resurfacing Project for the amount of \$5,036,574.54 (\$4,197,145.45 contract value with a contingency of \$839,429.09). |
| PROJECT / ITEM NARRATIVE: |
| The City of Beaufort has American Rescue Plan Act (ARPA) funds that must be contracted by the end of the 2024. The City has requested to add 2.5 miles of paving in the Battery Shores neighborhood to the County resurfacing project through an Intergovernmental Agreement (IGA). The City will use their ARPA funds to pay for the added resurfacing. |
| FISCAL IMPACT: |
| The change order request of \$497,589.30 plus a contingency request of \$74,638.40 bringing the total increase to \$572,227.70. The funding for this is the City of Beaufort ARPA funds that will be administered through an IGA with City of Beaufort. There is no Beaufort County funding required for the change order. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends the approval of the IGA and change order to Eurovia Atlantic DBA Blythe for IFB #011224E Year 7 Resurfacing project for the paving of city-owned roads in Battery Shore neighborhood of \$572,227.70. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve/deny the IGA with City of Beaufort approval of a change order to Eurovia Atlantic DBA Blythe for IFB #011224E Year 7 Resurfacing project for the paving of city-owned roads in Battery Shore neighborhood of \$572,227.70. <i>Move forward to County Council to approve/deny motion on 10/28/24.</i> |



Blythe Construction, Inc.

QUOTATION

| 9/25/2024 Battery Shores Change Order | | | | | |
|--|---|-----------|------|-------------|---------------------|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | BID AMOUNT | TOTAL |
| 1 | Mobilization | 1.00 | LS | \$11,675.00 | \$11,675.00 |
| 2 | Traffic Control | 1.00 | LS | \$22,350.00 | \$22,350.00 |
| <u>Paving Operations</u> | | | | | |
| 3 | 2" Surface Patching <i>(unit price includes all cost for removal and replacement of damaged asphalt identified during site visit.)</i> | 2,680.00 | SY | \$17.50 | \$46,900.00 |
| 4 | Leveling Course | 310.00 | SY | \$8.50 | \$2,635.00 |
| 5 | 1 1/2" Surface Course Type C <i>(unit price includes tack coat.)</i> | 30,698.00 | SY | \$12.85 | \$394,469.30 |
| 6 | Edge Milling | 12,225.00 | LF | \$1.60 | \$19,560.00 |
| TOTAL | | | | | \$497,589.30 |

- Due to volatility in the petroleum market we must index our pricing for this project. Prices for this quote are based on the September 1, 2024 SCDOT Asphalt Liquid Binder Index. The index price for this project is \$596.58 per liquid ton of Asphalt Binder.
- Additional mobilizations for paving or milling crews beyond **(2)** will be an additional \$5,500.00 per mob.
- The pricing above is dependent on the asphalt mixes used on this project are to be SCDOT specified mixes using a PG64-22 asphalt cement binder, as well as testing procedures for both mixes, including but not limited to, compaction testing requirements at the lab and on-site.

Exclusions- We specifically exclude, staking, layout, engineering, borrow material, line striping, geotextiles, herbicide treatment, utility adjustments, undercut excavation, handicap ramps, permits and fees, subgrade preparation, performance and payment bonds, and any other items not mentioned above.

Blythe reserves the right to revisit pricing if not signed by:

October 25, 2024

** Actual in place quantities will be used for billing purposes. If quantities change by more than 10 percent Blythe reserves the right to adjust unit pricing.**

****Blythe CANNOT GUARANTEE DRAINAGE ON AREAS LESS THAN 1% GRADE****

GENERAL TERMS AND CONDITIONS

Terms: on approved credit, the net amount of each invoice shall be due and payable on or before the 10th of each of the following month. A service charge of 1 1/2% a month will be accessed on past due accounts. This is an 18% annual interest rate.

If the final lift of asphalt will not be placed w/in 60 days after the first lift of asphalt has been placed, the retainage will not be held for work invoiced to that point.

No conditions, verbal or otherwise, that are not incorporated above will be recognized.

Contingencies: We will not be responsible for the failure to complete work covered by this proposal when prevented by strikes, labor troubles, raw material supply/availability, accidents or necessary repairs to machinery, fire, flood, adverse weather conditions, or by reason of other contingencies beyond our control.

All work is to be completed in a neat, and workmanlike manner and only materials meeting South Carolina Highway specifications for the type construction will be used. Blythe provides a one year warranty against defects in workmanship or materials from date of substantial completion.

All workman's compensation and public liability insurance as required by the State of South Carolina is carried and paid for by Blythe.

All engineering, surveying, soil testing, and permits are to be furnished to Blythe by the owners or others.

If any portion of the contact price is collected by or through an attorney at law after maturity, the purchaser agrees to pay reasonable attorneys fees equal to 15% of the outstanding balance.

Actual quantities built that are 25% less or more than estimated maybe cause for unit price adjustments based increased/decreased cost as it relates to the volume of work, per SCDOT formula.

Blythe is to be given as much notice as possible to schedule work, but a minimum of a two weeks notice is required to proceed.

Blythe is not responsible for the omission or errors in the plans or specifications that may cause increases in time, or additional costs, to complete the work.

Proposal accepted as a contract:

Approved as Contract:

Beaufort County, SC

Blythe Construction, Inc.

By: _____

By: _____

Date: _____

Date: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND CITY OF BEAUFORT FOR ROADWAY RESURFACING

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) by and between Beaufort County and City of Beaufort is made and entered into this ____ day of _____ 2024.

WHEREAS, Battery Shores, a neighborhood in City of Beaufort jurisdictional boundaries, has been identified as containing roadways in need of improvement; and

WHEREAS, approximately two and one-half miles of paved roadways exist in the neighborhood.

WHEREAS, the estimated construction cost of the resurfacing project is \$497,589.30 (hereinafter “Project”), and

WHEREAS, Beaufort County has previously contracted for roadway resurfacing services, and

WHEREAS, City of Beaufort is committed to funding \$497,589.30 construction costs, and

WHEREAS, in the event of any project overruns to the project including but not limited to construction, construction administration, right-of-way acquisition, utility relocation, will be funded by City of Beaufort, and

NOW, THEREFORE, for and in consideration of the mutual covenants exchanged herein, the City and the County hereby agree as follows:

1. Construction will be funded by each party as follows:

| | |
|---------------------------------|--------|
| \$497,589.30 – City of Beaufort | (100%) |
| <u>\$0 - Beaufort</u> County | (0%) |
| \$497,589.30 | |

2. Beaufort County shall assume responsibility for the planning, award, administration, and management of all contracts concerning, relating and pertaining to the Project.
3. In the interest of continuity, timely response to issues which arise and fiscal control over the Project, Beaufort County will be responsible for day to day oversight of the Project.
4. City of Beaufort has agreed to the scope of the planned resurfacing.
5. Beaufort County shall deduct ten (10%) percent from the construction contractor payment as retainage. Retainage may, in Beaufort County’s sole discretion, be reduced to five (5%) percent upon fifty (50%) percent completion of the Project. All retainage will be paid upon satisfactory completion of the Project as required by the Contract Documents.
6. Any notice under this Agreement shall be delivered in writing to the following:

To the County of Beaufort: Mr. Michael Moore
 County Administrator
 P. O. Drawer 1228
 Beaufort, SC 29901-1228

To the City of Beaufort: Mr. Scott Marshall
 City Manager
 1911 Boundary St
 Beaufort, SC 29902

7. All parties agree that procurement of goods or services in the furtherance of the Project shall be pursuant to Beaufort County procurement policies, ordinances and/or guidelines as well as any relevant state or federal procurement requirements which may be applicable if state and/or federal grant funding is received. The parties expressly agree to be bound by the County's interpretation of the same.
8. This Agreement constitutes the full and complete agreement between the parties relative to the Project. Neither party relies upon, or has the right to rely upon, any representation regarding the terms of this Agreement regardless of whether such representations are oral or written, consistent or inconsistent with the terms set forth herein. This Agreement supersedes and replaces all previous Agreements discussion between the parties relating to the Project. To the extent any term or condition of this Agreement contradicts a term or condition in a previous Agreement or discussion, the terms and conditions set forth herein shall prevail.
9. This Agreement cannot be amended except in writing and with the mutual consent of the parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

WITNESSES:

By: _____

Michael Moore, Beaufort County
 County Administrator

By: _____

Scott Marshall, City of Beaufort City
 Manager
