



Public Facilities Committee Meeting

2021 Committee Objectives

1. TRANSPORTATION
2. SOLID WASTE & RECYCLING
3. COUNTY FACILITIES
4. AIRPORTS
5. DAUFUSKIE FERRY
6. CAPITAL INVESTMENT

Chairman
STU RODMAN

Vice Chairman
YORK GLOVER

Committee Members
CHRIS HERVOCHON
BRIAN FLEWELLING
MARK LAWSON

Interim County Administrator
ERIC GREENWAY

Clerk to Council
SARAH W. BROCK

Staff Support
CHUCK ATKINSON
JARED FRALIX

Administration Building
Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180

Public Facilities Committee Agenda

Monday, July 19, 2021 at 2:00 PM

This meeting will be held both in person at Executive Conference Room 100 Ribaut Road, Beaufort, and virtually through Zoom.

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 – MAY 17, 2021

AGENDA ITEMS

6. TRANSPORTATION SALES TAX REFERENDUM DISCUSSION
7. INTRODUCTION OF THE COUNTY FACILITIES 10 YEAR PLAN
8. ASSISTANT COUNTY ADMINISTRATORS REPORT - JARED FRALIX
 - A. CONVENIENCE CENTER DECAL SYSTEM UPDATE
 - B. 2018 SALES TAX UPDATE
 - C. DISCUSSION OF ADDITIONAL LITTERING CREW
 - D. 278 -CORRIDOR FUNDING UPDATE
9. HILTON HEAD ISLAND AIRPORT (HXD) – TBE WORK AUTHORIZATION 2119-2101
FISCAL IMPACT: \$531,242 (FUNDED 100% (REIMBURSABLE) BY FAA GRANT 47
10. BEAUFORT EXECUTIVE AIRPORT (ARW) – NEW FUEL PROVIDER – CAMPBELL OIL COMPANY
FISCAL IMPACT: 51000011-58000 (PURCHASES-FUEL/LUBRICANTS) \$375,000 (RESALE FOR PROFIT)
11. AIRPORT'S FY22 CONTRACT RENEWALS.
 - A. VOLARIE AVIATION CONSULTING - \$53,400
 - B. SECURITAS SECURITY - \$127,764
12. BEAUFORT COUNTY AND CITY OF BEAUFORT INTERGOVERNMENTAL AGREEMENT AMENDMENT FOR AIRPORT FRONTAGE ROAD
13. RECOMMENDATION OF AWARD FOR RFP #032421– PROJECT MANAGEMENT, LANDSCAPE MAINTENANCE SERVICES FOR LINEAR MEDIANS FOR VARIOUS COUNTY ROADS (\$236,892.00)

14. **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**
 15. CHAIRMAN WRAP UP
-

EXECUTIVE SESSION

16. PURSUANT TO S.C. CODE SEC. 30-4-70(A)(2) RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE.
17. **MATTERS ARISING OUT OF EXECUTIVE SESSION**
18. ADJOURNMENT



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Public Facilities Committee Minutes

Monday, May 17, 2021 at 3:30 PM

PRESENT

Committee Chairman Stu Rodman
Committee Vice-Chair York Glover
Council Member Brian Flewelling
Council Member Joseph F. Passiment
Council Member D. Paul Sommerville
Council Member Gerald Dawson
Council Member Chris Hervochon
Council Member Alice Howard
Council Member Mark Lawson
Council Member Lawrence McElynn

ABSENT

Council Member Logan Cunningham

CALL TO ORDER

Chairman Rodman called the meeting to order at 3:00 PM

PLEDGE OF ALLEGIANCE

Chairman Rodman led the Pledge of Allegiance.

FOIA

Chairman Rodman noted that Public notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Council Member Howard, seconded by Council Member Sommerville to approve the agenda with Citizens Comment after Daufuskie Island Ferry Transportation Discussion. The motion was approved without objection.

APPROVAL OF MINUTES

Motion: It was moved by Council Member Howard, seconded by Council Member Sommerville to approve minutes from March 15, 2021. The motion was approved without objection.

CITIZEN COMMENTS

Diane Lacey commented on recycling cans.

UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR, JARED FRALIX

Jared Fralix provided an update on :

1. Solid Waste and Recycling
2. Sustainability campus
3. Transportation Pathways
4. 2018 Sales Tax access roads
5. Plan design for Hayward farm
6. CPC management study
7. 4- year resurfacing project
8. Dirt road paving
9. Airport Expansion
10. Facilities Management RFQ
11. Old Federal Court House
12. Myrtle Park site work
13. Firestation 31
14. Sun City EMS/Firestation
15. Bluffton Library
16. Disaster Recovery

Status: For Informational Purposes Only

ACTION ITEMS

Recommendation of Award for RFP #030121 Daufuskie Island Ferry Transportation Services for Beaufort County to Haig Point Ferry Company, Inc.- Fiscal Impact: \$259,000.00 Annually (\$97,700.00 Estimated from General Fund)

Dave Thomas stated the County requested a proposal from qualified ferry service vendors to provide weekly ferry services to Daufuskie Island residents, part-time residents, long-term renters, and County Staff. This includes County EMS, Police, and Fire. The selected service provider must have a minimum of two 45-passenger boats and offer an embarkation point on HHI and Daufuskie. The vendor must also provide parking administration and a minimum of 35 parking spaces at each location. See the attached backup for more information on Haig Point's proposal. Haig Point Ferry Services annual cost of \$259,000 includes all ferry trips, parking and ticketing processing, Buckingham Landing lease credit, which includes the County paying for utilities. The following is the current cost breakdown: \$240,000 for all ferry trips, \$90,000 for lease (credit), \$9,000 for parking administration, and estimated \$10,000 for utilities totaling \$259,000. Palmetto Breeze handles the overall ticketing process and validates the ridership category for an annual fee of \$16,200. This will be a separate contract paid annually to Palmetto Breeze. The funding source for this project is account number 25460011-55540 with a budget of \$273,984. Total cost to the County for ferry services is \$259,000 + \$16,200 = \$275,200. The County will use the 10 Item 8.SCDOT grant of \$80,000 and estimated ticket revenue of \$97,500 to offset the contract cost leaving a net cost to the County from the general fund of \$97,700 (\$275,200-- \$97,500 ticket sales = \$177,700-\$80,000 grant = \$ 97,700 estimated funds needed from the general fund).

Citizens Comments

Amanda Dubois provided a comment on Landing and Ferry Services.

Christina provided a written comment on Landing and Ferry Services.

Mike McDonald provided a written comment on Landing and Ferry Services

Fran and Bill Bowlen provided a written comment on Landing and Ferry Services

John Shatner, Vice-chairman of Daufuskie County Council stated a comment on Landing and Ferry Services.

Neal Turner provided a comment on an alternative plan for Ferry landing.

Steve Hill provided a comment on Landing and Ferry Services.

Tom Taylor provided a letter is in the record of public comments about Landing and Ferry Services.

Motion: It was moved by Council Member Lawson, seconded by Council Member Howard to approve the recommendation of award to Haig Point Ferry Company, Inc. for Daufuskie Island Ferry Transportation Services for Beaufort County in the annual amount of \$259,000, with a total 5-year contract with Haig Point Ferry Company cost \$1,295,000 to move forward to County Council for approval. Voting Yea: Committee Chairman Rodman, Council Member Flewelling, Council Member Passiment, Council Member Sommerville, Council Member Dawson, Council Member Howard, Council Member Lawson, Council Member McElyn. Voting Nay: Committee Vice-Chair Glover, Council Member Hervochon. 8:3 Vote

Recommendation for The Award of Furniture, Fixtures, and Equipment for Arthur Horne- Fiscal Impact: \$470,895.00 Funding by 2020 Go Bond

Jared Fralix stated to provide new Fixtures, Furniture, and Equipment (FF&E) throughout the new Arthur Horne building to include window treatments, artwork, and relocation of Magistrate Court, Assessor, and Information Technology/GIS departments.

Motion: It was moved by Council Member Flewelling, seconded by Committee Vice-Chair Glover approve the recommendation of award to FSI Office / Forms & Supply. The motion was approved without objection.

Request for Funding for The Post-Construction Costs Related to Bluffton Branch Library Renovation Project- Fiscal Impact: Not to Exceed \$300,000 Paid by Bluffton Library Impact Fees

Jared Fralix stated to complete the Bluffton Branch Library renovation project, the Beaufort County Library will need to install new shelving and furniture in the newly renovated spaces (Children's Collection, Teen Collection, Adult Fiction, Audio/Visual, Large Print, and New Books). This accounts for approximately 60% of the Bluffton Branch Library. Library administration acquired quotes from three vendors on state contracts. After a preliminary inquiry, KI joined Herald Office Solutions in submitting a joint proposal. 1. Carolina Furnishing and Design (State Vendor # 7000196904) submitted a price quote of \$91,689.37 for shelving and \$181,899.81 for furnishings totaling \$273,589.18 including applicable tax 2. Herald Office Solutions (State Vendor # 7000090556) submitted a price quote of \$342,958.93 not including applicable tax. The approximate price with 7% SC sales tax would be \$366,966.00) Carolina Furnishing and Design was the lowest responsive bidder and has previously provided exemplary products and services at the Beaufort, Bluffton, and Hilton Head branch libraries. Due to COVID-19 delays, production time for these products is estimated at 8-10 weeks.

Motion: It was moved by Council Member Flewelling, seconded by Committee Vice-Chair Glover to approve allowing Beaufort County Library to select Carolina Furnishing and Design for post-construction costs needed to complete the Bluffton Branch Library renovation project not to exceed \$300,000 paid by Bluffton Library impact fees to move forward to County Council for approval. The motion was approved without objection.

Recommendation for additional work - Beaufort County Road Resurfacing Year 4 contract (\$83,659)

Jared Fralix stated it has been brought to the attention of Beaufort County staff that Big Estates Circle is in need of repairs. As a state-owned road, SCDOT is currently performing the pavement condition survey for its resurfacing program priorities. As it is not determined that this road will be on their priority list, Beaufort County has coordinated with SCDOT and Beaufort County CTC to determine a near-term solution. Eurovia Atlantic Coast LLC, DBA Blythe change order #3 grand total \$83,659. 50% (\$41,829.50) to be paid from CTC fund balance contingent on their approval on May 19, 2021 and 50% (\$41,829.50) paid from TAG fund balance.

Status: Informational Purposes Only

Amendment to Contract RFQ#092320te (Stantec) to Include the Lady's Island Village Connectivity Plan- Fiscal Impact: \$46,647.00 from the County Administrator's Discretionary Fund & \$46,647.00 from the City of Beaufort

Jared Fralix stated the primary goal of the project is to use a planning lens to evaluate the Lady's Island sales tax projects in order to maximize their potential to improve the bicycle and pedestrian network and to make Sea Island Parkway a "great street." In cooperation with the roadway designers, this study will help to inform the character of the roadway (e.g., medians, landscaping, lighting, sidewalk treatment) to be mutually supportive of the future vision while ensuring its desired capacity. The plan will also include a network connectivity plan that shows the existing projects and future needed street, bicycle, and pedestrian improvements. Staff believes that this additional work will result in better projects that will both address transportation deficiencies while enhancing community character. The planning work will also put the County in a much better position to apply for grants necessary to complete future phases of these projects.

Motion: It was moved by Council Member Flewelling, seconded by Committee Vice-Chair Glover approve the amendment to RFQ#092320TE for the Lady's Island Village Connectivity Plan. The motion was approved without objection.

Recommendation of a Resolution for Lowcountry Natural Hazard Mitigation Plan- Fiscal Impact: \$8,080.64 from Public Works

Jared Fralix stated Beaufort County, in January of 2019 started the process to update the Hazard Mitigation Plan and pursue this as a regional plan including Jasper, Hampton, and Colleton County. The plan will now be referenced as the Lowcountry Natural Hazard Mitigation Plan. Having this plan updated every five years will continue to keep Beaufort County is in compliance with FEMA regulations but also allows Beaufort County to receive funding before and after a disaster.

Motion: It was moved by Council Member Howard, seconded by Council Member Flewelling to approve for Council to pass this plan by resolution to continue the FEMA review process. The motion was approved without objection.

A Resolution Authorizing the County Administrator to enter into a 50 Year Easement Agreement with The Department Of The Navy on USA parcels R100 022 000 0034 0000, R100 022 000 034a 0000 (E-26) And R100 022 000 0029 0000 Associated with A 50' Right of Way on Northview Drive- Fiscal Impact: \$3,500 (More or Less) Funded with Tag Fund Balance

Jared Fralix stated Northview Drive has been maintained by Beaufort County for over 30 years and was included in year 3 of the current 5-year paving plan approved by the County Council in Resolution 2019/24. The County was granted a 50-year easement on Northview Drive via Deed Book 3831 Pages 3060-3093, however, the County needs an additional 12,313 sq. ft. or 0.283 acres from USA parcels R100 022 000 0034 0000, R100 022 000 034A 0000 (E-26) AND R100 022 000 0029 0000 to complete the needed 50' ROW.

Motion: It was moved by Council Member Howard, seconded by Council Member Flewelling to approve USA administrative compensation associated with a 50-year easement for Northview Drive 50' ROW. The motion was approved without objection.

Update Regarding Beaufort County Pools

Dave Wilhelm provided an update on Beaufort County assuming responsibility for 3 pools. The pools are located at Battery Creek High School, Beaufort High School, and Bluffton High School. The MOA expires in 2025 for the pool updates.

Status: Informational Purposes Only

Airport quarterly update - Beaufort Executive Airport (arw) – fuel purchase order request for Titan Aviation Fuels (fiscal impact: TBD later after the sale of the fuel as incoming funds)

Jon Rembold stated Due to the increase in fuel sales at Beaufort Executive Airport (ARW), the current fuel Purchase Order is insufficient to meet the demand. The fuel Purchase Order is over budget, and it needs to be increased by approximately \$90,000. The increase in fuel sales will result in a profit for Beaufort County.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Sommerville to approve the increase in the purchase of fuel order requests. The motion was approved without objection.

Jon Rembold provided an update on the Airport terminal expansion on Hilton Head Island.

Discussion Regarding the 10-Year Transportation Plan

Jared Fralix provided an update on the 10-year transportation plan.

Status: For Informational Purposes Only

Discussion of legal issues associated with maintenance responsibilities of certain Beaufort County boat landings. (no fiscal impact)

Neil Desai stated the Beaufort County Public Works Department, in May of 2020 started the process to research ownership and titles on all the Beaufort County Boat Landings and Piers. Based on initial research on the County GIS system, several boat landings & one fishing pier was not owned by Beaufort County. The Beaufort County Public Works Department then worked closely with the Legal Department to being conducting title & ownership searches. The following are the five boat landings and one fishing pier: Brickyard Creek Boat Landing, Port Royal Boat Landing (The Sands), Russ Point Boat Landing, Wallace Boat Landing, Wibmee Boat Landing, and Jenkins Island Pier.

Status: For Informational Purposes Only

Chairman's Wrap Up

ADJOURNMENT

The meeting was adjourned 5:10 PM.

10 Year Transportation Plan (M's - \$) Northern Beaufort County

Beaufort Billion

165 - US 21 (Trask Pkwy to PI Bridge)
150 - Ribaut (Boundary to PI Bridge)
75 - SC 170 (Boundary to Broad River)
75 - Boundary (Neil to Laurel Bay)
57 - SC 802 (Miller to Brickyard)
45 - SC 802 (Sam's Point Rd)
43 - Lady's Island
34 - Joe Fraser Rd
23 - US 21 (Ribaut to Woods Memorial)
23 - SC 68 (I-95 to 17A)
103 - All Other
793

Observations

- High Cost per Capita (\$10,300)
- High Cost per Vehicle Mile (\$730)
- Low Impact Fees (low growth)
- Limited Other Funding
- Limited Pressing Requirements
- 71% - Access Management 8% - Streetscape
- 12% - Widening 5% - New Roads

Referendum Comments

- Limited Funding
- 8 Year Referendum Receipts x 40% = \$145 million
- NOB Priority?

**10 Year Transportation Plan (M's - \$)
HHI**

Beaufort Billion

**45 - Wm Hilton (Gum Tree to Dillion)
? - Sea Pines Circle (missing?)
35 - 278 Corridor off-Alignment (high ?)
80**

Observations

- **Low Cost per Capita (\$2,100)**
- **Low Cost per Vehicle Mile (\$280 - SOB & HHI)**
- **Low Impact Fees (low growth)**
- **Other Funding - Affordable / Available**
- **Limited Pressing Requirements**
- **High Increased Capacity**
- **Low Access Management**

Referendum Comments

- **8 Year Referendum Revenue x 10% = \$35 million**
- **Needed for Passage / Not an Easy Sell**
- **Need to be Creative (HHI - had our turn in '18 plays well)**

**10 Year Transportation Plan (M's - \$)
SOB (excl HHI) Arterials**

Beaufort Billion

Funding Strategies

Alternative Connectors from the South to the East:

- 98 - SC 46 (170 to Buck Island)
- 96 - Buck Island
- 194 - Rejected

SC 46 (\$35M) - 170 to Jasper Line:

- SCDOT / SIB (Delegation ask)
- '22 Referendum?

Connectors from the South to the East:

- 50 - 5B

5B (\$50M):

- Federal Infrastructure
- Previously Permitted & Shovel Ready

Connectors to West & North:

- 75 - SC 170 (278 to 462)
- 45 - US 278 (170 to I-95)
- 120

US 278 & SC 170 from I-95 to 462 (\$120M):

- SCDOT / SIB (Delegation ask)
- Jasper / Hardeeville
- '22 Referendum?

10 Year Transportation Plan (M's - \$) SOB (excl HHI)

Beaufort Billion

Arterials (Capacity)

- 120 - SC 170 & US 278 (from I-95 to 462)
- 85 - SC 46 & 5B (from 278 to Jasper Line)

Locals

- 45 - Bluffton Parkway Access
- 36 - Buckwalter Access
- 18 - McCracken Widening
- 15 - Burnt Church Widening
- 10 - Bruin New Road
- 10 - Malphrus Widening
- 35 - All Other

374

Assumes Removal: 46 & Buck Island from 170 to 278 (\$194M)

Observations

- Low per Capita Cost (\$4,500)
- Low per Vehicle Mile (\$280 - SOB & HHI)
- High Impact Fees (high growth - \$70M / 10 Yrs)
- Potential Other Funding
- Pressing Requirements
- 48% - Widening
- 27% - Access Management
- 21% - New Roads

Referendum Comments

- 8 Year Referendum Receipts x 50% = \$180 million
- Growth Justified
- SOB Priority?

10 Year Transportation Plan (M's - \$) What If Funding (Placeholders)

SOB (excl HHI)

180 - Referendum (48%)
60 - Impact Fees (17%)
50 - Feds - 5B (14%)
25 - SCDOT / SIB (7%)
20 - County (5%)
20 - Jasper / Hardeeville (5%)
19 - Bluffton & Developers (4%)
374

- Bluffton Call on Referendum!
- Strong Support Required

NOB

145 - Referendum (18%)
50 - County (6%)
25 - Feds (3%)
25 - SCDOT (3%)
10 - Impact Fees (2%)
10 - Beaufort / Port Royal (2%)
528 - Required Trim (66%)
793

- Bluffton Call on Referendum!
- Majority Support Questionable



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Convenience Center Decal System Update
MEETING NAME AND DATE:
Public Facilities Committee – July 19, 2021
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator - Engineering Cindy Carter, Solid Waste and Recycling Director Time needed for discussion = 5 minutes
ITEM BACKGROUND:
Operational changes for Convenience Centers began in October of 2020. These changes were based from recommendations in the Goldsmith Resources consulting report. Two Centers were closed (Gate and Pritchardville) and operational times were changed. A decal program was developed and decals were introduced for scanning in January 2021. There is currently a 'soft opening' as resident registration is ongoing. Full implementation is expected by October 2021.
PROJECT / ITEM NARRATIVE:
Progress report only.
FISCAL IMPACT:
Cost comparisons for FY20 and FY21 will be presented.
STAFF RECOMMENDATIONS TO COUNCIL:
Update only.
OPTIONS FOR COUNCIL MOTION:
Update only.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
2018 One Cent Sales Tax Update
MEETING NAME AND DATE:
Public Facilities Committee – July 19, 2021
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator - Engineering (5 min)
ITEM BACKGROUND:
N/A
PROJECT / ITEM NARRATIVE:
N/A
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
N/A
OPTIONS FOR COUNCIL MOTION:
For information only. No action needed by Committee.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Hilton Head Island Airport (HXD) – TBE Work Authorization 2119-2101 <i>(Fiscal impact:) \$531,242 (Funded 100% (reimbursable) by FAA Grant 47 – announced but pending official letter)</i>
MEETING NAME AND DATE:
Public Facilities Committee – July 19, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA – Engineering Jon Rembold, Airports Director (Alternate) (5 minutes)
ITEM BACKGROUND:
Grant #: AIP Grant 3-45-0030-047 Engineer: Talbert, Bright & Ellington, Inc (TBE). Scope of work: Runway 3-21 and Taxiway F strengthening design and bidding Cost of Services: \$531,242.00
PROJECT / ITEM NARRATIVE:
The existing runway and taxiway at HXD need additional strengthening and rehabilitation due to the increased commercial jet aircraft using the airport. Professional services to be provided by Talbert, Bright & Ellington, Inc. (TBE) will include full engineering design services, bidding, and construction administration.
FISCAL IMPACT:
<i>The funding of the contract will come from account # 5402-0011-54346 \$531,242 (Funded 100% (reimbursable) by FAA Grant 47 – announced but pending official letter).</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Approve Work Authorization 2119-2101</i>
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve /deny the Work Authorization 2119-2101 (Next Step – Bring recommendation for approval to next County Council meeting July 26, 2021)</i>

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 21-01
June 7, 2021
PROJECT NO.: TBI NO. 2119-2101**

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

Description of Work: Engineering and Planning Services for preparation, design, and bidding of the contract drawings for the proposed pavement rehabilitation and strengthening for the existing Runway 3-21 pavement and for the existing Taxiway F pavement, as depicted in Appendix A (page 7), for the Hilton Head Island Airport in accordance with the Master Contract.

The intent of this project is to place 3 inches +/- of P-401 Bituminous Concrete over the existing Runway and Taxiway F airfield pavements in order to strengthen the pavements to accommodate the commercial service aircraft that are currently using the facility.

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

PHASE 01 – Preliminary Design

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

- a. Conduct a project kick-off meeting. Attendees will be Beaufort County, FAA, design team, and airport tenants.
- b. Coordinate with airport staff, airline representatives (current airlines are: American Airlines, Delta Airlines and United Airlines) to minimize impacts of day-to-day flight operations at the airport (2 meetings).
- c. Coordinate with the following agencies for necessary permits related to the proposed improvements for this project:
 - SCDHEC-OCRM NPDES Permit (to be applied for during design)

- Town of Hilton Head Island Design Plan Review Permit (to support construction activity, includes Town departments [Natural Resources, Engineering, Emergency – EMS/Fire, Planning, etc.] to be applied for during design)
 - FAA and Beaufort County Engineering (plan review, to be performed during design)
- d. Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
 - e. Coordinate with all subconsultants on the project. This coordination will provide all geotechnical investigation and analysis required for the design, as well as the required survey information for the project.
 - f. Prepare an overall construction and safety phasing plan in order to maximize project constructability and minimize interference with airport operations.

PHASE 04 – Engineering Phase Activities-Preliminary Design

- a. Layout and design of pavement overlay grades and elevations for the proposed runway and taxiway overlays.
- b. Layout and design of proposed shoulder grades and elevations for the proposed shoulder buildup along the proposed pavement overlay edges of pavement.
- c. Design of erosion and sediment control devices.
- d. Design of elevation adjustments to existing airfield electrical lighting fixtures within the limits of construction.
- e. Review original design plans for existing pavement thickness within the project limits and compare with pavement thickness from proposed geotechnical borings.
- f. Design of the bituminous concrete overlay of Runway 3-21, Taxiway F and stub Taxiways F1, F2, F3, and F4 using FAA FAARFIELD software.
- g. Complete the soils investigation, soils report, and recommendations including:
 1. Field Exploration
 - a) Conduct boring explorations at various locations in accordance with FAA Advisory Circular (AC) 150/5320-6F. Log and field classify soils and obtain samples for laboratory testing.

2. Laboratory Testing
 - a) Perform laboratory index and strength tests as follows:
 - 1) Compacted CBR tests with subgrade modulus recommendations.
 - 2) Modified proctor compaction tests.
 - 3) Atterberg limit determinations.
 - 4) Sieve analysis.
 - 5) Unit weight and water content determinations.
 - 6) FAA soil classifications for all samples.
 - h. Complete necessary topography and site surveying, including establishment of project control points. Survey is not required to be in accordance with FAA AC 150/5300-18B and related advisory circulars.
 - i. Provide recommendations for construction phasing to the sponsor and airline tenants for their review.
 - j. Prepare preliminary engineering report.
 - k. Meet with Sponsor/FAA to review project after preliminary engineering report submittal, and at 60 percent and 90 percent completion (3 meetings).
 - l. Complete estimates of probable construction costs for the recommended alternatives.
 - m. Solicit comments on preliminary design from airport personnel and FAA.

PHASE 04 – Final Design

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

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

PHASE 05 – Bidding

- a. Coordinate schedule and advertisement with Sponsor and FAA.
- b. Distribute plans/specifications to bidders, plan rooms, and funding agencies.
- c. Conduct the pre-bid meeting.
- d. Respond to contractor Requests for Information.
- e. Prepare addenda based off pre-bid meeting and bidders' questions.
- f. Beaufort County will conduct the bid opening per standard practices.

- g. Prepare and distribute the bid tabulation.
- h. Review bids. Coordinate with FAA Civil Rights on DBE participation.
- i. Send recommendation of contract award to Sponsor.
- j. Assist Sponsor with grant application.
- k. Deliverables - Engineer will provide bid tabulation of bids received, and submittal of DBE participation proposed by low responsive bidder to FAA Civil Rights for review and concurrence by the FAA. Upon receipt of written approval of DBE Participation Letter from FAA Civil Rights, Engineer will provide written summary of bids received and construction contract award recommendation for consideration by the Owner.

l.

PHASE 06 – Construction Administration

- a. **Construction Administration** – No construction administration services are included in this work authorization.
- b. **Quality Assurance Testing** – No quality assurance testing services are included in this work authorization.
- c. **Resident Project Representative** – No resident project representative services are included in this work authorization.
- d. **As-Built Survey** – No as-built survey services are included in this work authorization.

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 **\$458,792.00**. Special services shall be performed on a not to exceed basis with a budget of **\$72,450.00**, which includes reimbursable expenses. For a total of **\$531,242.00** (Appendix B, page 8).

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

APPROVED:
BEAUFORT COUNTY

APPROVED:
TALBERT, BRIGHT & ELLINGTON,
INC.

Title

Vice President
Title:

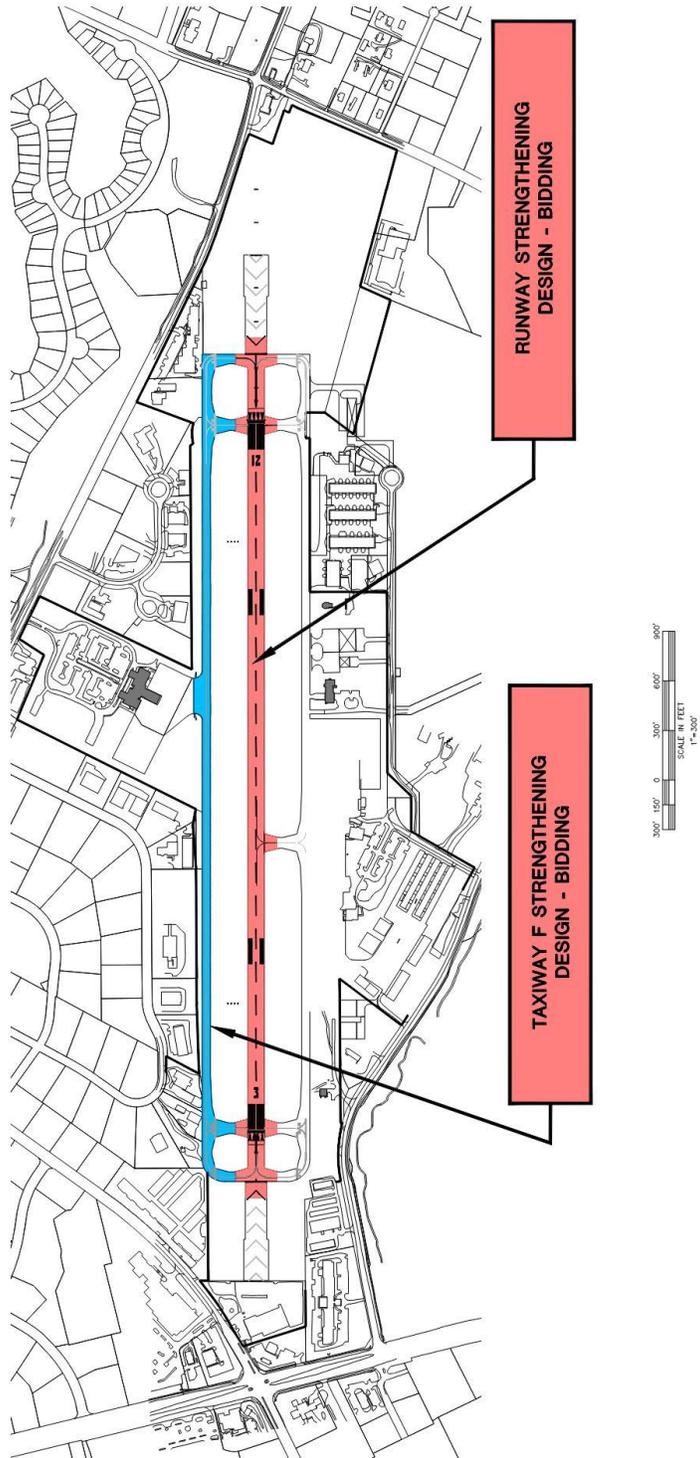
Date:

Date:

Witness:

Witness:

APPENDIX A SCHEMATIC



APPENDIX B FEE PROPOSAL

SUMMARY OF FEES

RUNWAY 3-21 AND TAXIWAY F STRENGTHENING

HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
NCDOA PROJECT NO:
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-2101

June 7, 2021

DESCRIPTION	ESTIMATED
BASIC SERVICES	COST
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 42,751.00
DESIGN PHASE (04)	\$ 383,502.00
BIDDING ASSISTANCE PHASE (05)	\$ 25,814.00
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ -
SUBTOTAL	<u>\$ 452,067.00</u>
 EXPENSES	 \$ 6,725.00
SUBTOTAL	<u>\$ 458,792.00</u>
 SUBCONSULTANTS	 \$ 72,450.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	\$ -
TOTAL	<u>\$ 531,242.00</u>

MANHOOR ESTIMATE

RUNWAY 3-21 AND TAXIWAY F STRENGTHENING

HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
NCDOA PROJECT NO:
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-2101

June 7, 2021

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRIN	PM	SP	E5	E4	E2	E1	T5	T3	AD5	AD3
	\$ 250	\$ 205	\$ 151	\$ 172	\$ 139	\$ 105	\$ 80	\$ 127	\$ 87	\$ 80	\$ 66
Preliminary project review w/Owner	8	8	0	2	4	2	0	0	0	0	0
Prepare FAA preapplication	1	2	4	0	2	0	0	0	2	2	0
Coordinate with FAA	10	10	8	2	0	2	2	0	4	0	0
Develop project scope/contract	8	10	8	0	0	0	0	2	0	4	0
Coordinate with subconsultants	2	8	0	0	8	4	6	4	4	0	2
Determine project approach	12	16	4	12	8	6	4	4	0	2	2
Develop preliminary estimate	2	4	0	4	6	4	6	6	4	0	2
Prepare IFE documents	2	4	0	0	0	0	0	0	1	0	2
MANHOOR TOTAL	45	62	24	20	28	18	18	16	15	8	8

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	45	\$ 11,250
Project Manager	PM	\$ 205	62	\$ 12,710
Senior Planner	SP	\$ 151	24	\$ 3,624
Engineer V	E5	\$ 172	20	\$ 3,440
Engineer III	E4	\$ 139	28	\$ 3,892
Engineer II	E2	\$ 105	18	\$ 1,890
Engineer I	E1	\$ 80	18	\$ 1,440
Technician V	T5	\$ 127	16	\$ 2,032
Technician III	T3	\$ 87	15	\$ 1,305
Admin. Assistant IV	AD5	\$ 80	8	\$ 640
Admin. Assistant III	AD3	\$ 66	8	\$ 528
		Total	262	
<u>SUBTOTAL</u>				\$ 42,751.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 25	1	\$ 25
Postage	LS	\$ 50	1	\$ 50
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 100	1	\$ 100
Travel	LS	\$ 440	1	\$ 440
<u>SUBTOTAL</u>				\$ 615.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Topographic Surveying	LS	\$ 39,100	1	\$ 39,100.00
Geotechnical Investigation	LS	\$ 33,350	1	\$ 33,350.00
<u>SUBTOTAL</u>				\$ 72,450.00

TOTAL PRELIMINARY COST: \$ 115,816.00

MANHOOR ESTIMATE

RUNWAY 3-21 AND TAXIWAY F STRENGTHENING

HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO:
 NCDOA PROJECT NO:
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-2101

June 7, 2021

DESIGN PHASE (04)

DESCRIPTION	PRIN \$ 250	PM \$ 205	SP \$ 151	E5 \$ 172	E4 \$ 139	E2 \$ 105	E1 \$ 80	T5 \$ 127	T3 \$ 87	AD5 \$ 80	AD3 \$ 66
PLANS											
Cover Sheet	1	2	0	0	0	0	0	0	6	0	0
Construction Safety and Phasing Plans	4	16	0	0	24	0	20	40	40	0	0
Overlay/Shoulder Grading Plans	8	28	0	40	50	72	92	152	40	0	0
Overlay Spot Elevations Plans	8	16	0	48	0	0	0	64	0	0	0
Erosion Control Plans	4	8	0	20	28	40	60	40	50	0	0
Erosion Control Details	2	2	0	4	8	0	0	0	16	0	0
Marking Plans	2	8	0	12	16	20	24	16	12	0	0
Electrical Layout Plans	6	12	0	20	28	40	60	48	60	0	0
Electrical Details	2	2	0	4	8	8	8	16	12	0	0
Miscellaneous Details	2	2	0	8	12	16	12	8	12	0	0
Centerline Profiles	2	16	0	4	6	8	12	20	16	0	0
DESIGN											
Coordination/Meetings with Client, and FAA	24	24	24	8	16	0	0	8	8	4	4
Sequence of construction	4	12	0	8	12	12	8	0	2	0	0
CSPP Design/CSPP Document	8	16	0	24	20	24	30	8	8	0	0
Pavement designs	2	6	0	8	0	0	0	2	0	0	0
Overlay design	4	12	0	16	22	26	30	40	8	0	0
Marking design	2	4	0	4	16	12	8	16	4	0	0
Electrical design	2	8	0	8	20	16	10	16	4	0	0
Edge Light/In-Pavement Light Adjustments	2	8	0	16	0	16	10	12	2	0	0
Erosion control design	2	4	0	24	16	0	4	0	2	0	0
SCDHEC submittals	2	4	0	4	6	12	6	0	10	0	2
Town of HHI Permit Coordination	4	24	0	16	0	0	0	8	0	4	0
Specifications	4	16	0	0	16	20	8	0	0	16	24
Quantities/Estimates	4	8	0	24	10	16	0	12	16	0	0
Quality assurance	16	24	0	12	8	4	0	4	0	4	0
Revisions	4	8	0	16	24	24	8	32	8	2	2
MANHOOR TOTAL	125	290	24	348	366	386	410	562	336	30	32

MANHOOR ESTIMATE

RUNWAY 3-21 AND TAXIWAY F STRENGTHENING

HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO:
 NCDOA PROJECT NO:
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-2101

June 7, 2021

DESIGN PHASE (04)

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	125	\$ 31,250
Project Manager	PM	\$ 205	290	\$ 59,450
Senior Planner	SP	\$ 151	24	\$ 3,624
Engineer V	E5	\$ 172	348	\$ 59,856
Engineer III	E4	\$ 139	366	\$ 50,874
Engineer II	E2	\$ 105	386	\$ 40,530
Engineer I	E1	\$ 80	410	\$ 32,800
Technician V	T5	\$ 127	562	\$ 71,374
Technician III	T3	\$ 87	336	\$ 29,232
Admin. Assistant IV	AD5	\$ 80	30	\$ 2,400
Admin. Assistant III	AD3	\$ 66	32	\$ 2,112
		Total	2,909	
SUBTOTAL				\$ 383,502.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 50	1	\$ 50.00
Postage	LS	\$ 100	1	\$ 100.00
Miscellaneous expenses (review fees, prints, faxes, copies)	LS	\$ 1,500	1	\$ 1,500.00
Travel	LS	\$ 440	3	\$ 1,320.00
SUBTOTAL				\$ 2,970.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
	LS	\$ -	1	\$ -
SUBTOTAL				\$ -

TOTAL DESIGN COST: \$ 386,472.00

MANHOOR ESTIMATE

RUNWAY 3-21 AND TAXIWAY F STRENGTHENING

HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO:
 NCDOA PROJECT NO:
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-2101

June 7, 2021

BIDDING ASSISTANCE PHASE (05)

DESCRIPTION	PRIN	PM	SP	E5	E4	E2	E1	T5	T3	AD5	AD3
	\$ 250	\$ 205	\$ 151	\$ 172	\$ 139	\$ 105	\$ 80	\$ 127	\$ 87	\$ 80	\$ 66
Coordinate advertisement	0	0	0	0	2	0	0	0	0	1	0
Distribute bid documents	0	0	0	0	0	0	0	0	0	0	0
Prebid meeting	2	8	0	2	0	0	0	0	2	0	0
Bidder question & answers	4	8	0	16	20	12	2	0	0	2	2
Prepare addenda	4	8	0	12	16	8	4	12	10	4	8
Bid opening, tabulation	1	2	0	0	0	0	0	0	0	0	2
Recommendation of Award	1	2	0	0	0	0	0	0	0	0	2
MANHOOR TOTAL	12	28	0	30	38	20	6	12	12	7	14

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	12	\$ 3,000
Project Manager	PM	\$ 205	28	\$ 5,740
Senior Planner	SP	\$ 151	0	\$ -
Engineer V	E5	\$ 172	30	\$ 5,160
Engineer III	E4	\$ 139	38	\$ 5,282
Engineer II	E2	\$ 105	20	\$ 2,100
Engineer I	E1	\$ 80	6	\$ 480
Technician V	T5	\$ 127	12	\$ 1,524
Technician III	T3	\$ 87	12	\$ 1,044
Admin. Assistant IV	AD5	\$ 80	7	\$ 560
Admin. Assistant III	AD3	\$ 66	14	\$ 924
		Total	179	
SUBTOTAL				\$ 25,814.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 100	1	\$ 100.00
Postage	LS	\$ 100	1	\$ 100.00
Copying	LS	\$ 500	1	\$ 500.00
Reproduction	LS	\$ 250	1	\$ 250.00
Advertisement	LS	\$ 1,500	1	\$ 1,500.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 250	1	\$ 250.00
Travel	LS	\$ 440	1	\$ 440.00
EXPENSE DESCRIPTION				\$ 3,140.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
-	-	-	-	-
SUBTOTAL				\$ -

TOTAL BIDDING COST: \$ 28,954.00



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Beaufort Executive Airport (ARW) – New Fuel provider – Campbell Oil Company <i>Fiscal impact: 51000011-58000 (Purchases-Fuel/Lubricants) \$375,000 (Resale for profit)</i>
MEETING NAME AND DATE:
Public Facilities Committee – July 19, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
ITEM BACKGROUND:
The Beaufort Executive Airport purchases aviation fuels for resale at a profit. The term of the contract for the current provider expires soon and Campbell Oil has been selected as the next provider following an RFP and interview process. Campbell Oil is a family-owned business that has grown into a major provider in the Southeast. Their reviews are strong, especially in the areas of reliability and customer service.
PROJECT / ITEM NARRATIVE:
Campbell Oil is a Phillips 66-branded provider and offers other benefits to the airport such as marketing assistance, customer loyalty programs, inexpensive fuel trucks with service plans, staff safety training, and point of sale software assistance. The airport purchases the aviation fuels and then sells the fuel at a profit. This is a top revenue line item for the airport.
FISCAL IMPACT:
<i>51000011-58000 (Purchases -Fuel/Lubricants) \$375,000 (resale for profit)</i>
STAFF RECOMMENDATIONS TO COMMITTEE:
<i>Approve contract award to Campbell Oil Company</i>
OPTIONS FOR COMMITTEE MOTION:
<i>Motion to approve /deny the fuel contract award to Campbell Oil Company</i> <i>Next step: Bring recommendation for approval to next County Council Meeting July 26, 2021</i>

Beaufort Executive Airport SC, Aviation Fuel & Service Provider				
RFP ARW060321				
Summary Score Sheet				
Evaluators	Name of Company	Name of Company	Name of Company	
		<u>Campbell Oil</u>		
	<u>AEG Fuels</u>	<u>Company</u>	<u>World Fuel Services</u>	
P. Dolin	60	92	74	
M. Myers	79	100	73	
S. Parry	91	99	74	
J. Rembold	65	97	92	
TOTALS:	295	388	313	
1. Campbell Oil Company	388			
2. World Fuel Services	313			
3. AEG Fuels	295			



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Public Facilities Committee's Recommendation for FY22 Contract Renewal Approvals over \$50,000 from Airport to Public Facilities Committee</i>
MEETING NAME AND DATE:
<i>Public Facilities Committee, July 19, 2021</i>
PRESENTER INFORMATION:
<i>David L. Thomas, CPPB, CPPO Purchasing Director, 5 minutes</i>
ITEM BACKGROUND:
<i>To improve our process for renewing annual contract renewals a summary sheet (see the attached excel sheet) is provided for Committee's review and approval. The summary sheet provides the vendor name, purpose, requesting department, account name and number, prior and current contract cost, term, and notes. The Department Head responsible for the contract or their representative will be available for questions during the Committee meeting.</i>
PROJECT / ITEM NARRATIVE:
<i>There are no cost increase for either renewal for FY22. Department backup support is also included and numbered to match the contract item number on the contract list.</i>
FISCAL IMPACT:
<i>See the attached Excel Summary Sheet covering contracts A-B Accounts used, FY21 and the new FY 22 cost are included on the attached Excel Summary Sheet.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Recommend the Public Facilities Committee approval of the contract renewals (Items A-B) as stated in the attached summary.</i>
OPTIONS FOR COUNCIL MOTION:
<i>Approve or Deny the contract renewals and forward renewal 1A to County Council for Approval.</i>

	Vendor	Purpose	Department	Account	FY21 Cost	FY22 Cost	Term (Beg/End)	
1 A	Securitas Security	Renewal	Hilton Head Island Airport	54000011-51185	\$127,764.00	\$127,764	4/1/2021-6/30/2022	Jon Rembold
NOTES								
2 B	Voltaire Aviation Consulting Agreement	Annual contract Renewal - combined agreement for both services provided by consultant	Hilton Head Island Airport	54000011-51340 \$1,950.00; 54000011-51370 \$2,500.00	\$53,400.00	\$53,400.00	5/1/2021-4/30/2022	Jon Rembold
NOTES Retainer Air Service Development - Monthly cost \$2,500; Retainer Media Placement and Marketing - Monthly cost -\$1,950.00								

PLEASE USE INTERNET EXPLORER (IE) AS YOUR BROWSER WITH THIS FORM



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228



PURCHASING CONTRACT REVIEW FORM

Form Number: 2020-0130P

Select One:

- Lease Agreement
- Maintenance Agreement
- Software Agreement
- Warranty Agreement
- Consulting Services
- Construction Contract
- Service Contract
- Other _____

Document Title: Securitas Security Services

Document needed by: 3/1/2020

Is this pending any committee reviews? Yes No

Choose Committee: Executive Choose Committee Review Dt: 3/9/2020

Insert another committee review

Is this Contract Amount below \$2500? Yes No

Description of documents:
Securitas Security Services

Department Head: Jon Rembold jrembold@bcgov.net

Attachments (contract, agreement, lease, PO, committee approval and/or any back up information)

- JR_Memo_BCAB_Exec_Securitas_Security_Services.pdf 118.42 KB
- JR_Memo - Thomas, to the Chairman of Exec Cmte. Securitas Security Services.pdf 24.41 KB
- JR_Memo-From Jon to Mr. Ackerman - Securitas Security Services.pdf 112.82 KB
- JR_AIS - HXD_Securitas Security Services.pdf 469.55 KB
- Click here to attach a file
- Click here to attach a file

Insert item

Form Completed by: emilbrandt Date: 2/25/2020 2:57:25 PM

*** Department Head Review Section ***

Department Head Signature: jrembold Date: 2/25/2020 3:14:55 PM

*** Purchasing Review Section ***

- Attachments:
- Security Guards Services from HHA Importation Contract 2020.pdf 70.43 KB
 - Click here to attach a file

Insert item

- Approved
- Disapproved
- On Hold
- Additional Documents Requested
- Does NOT Require Legal Review

Comments:
Updated contract ready for Legal review.

Dave Thomas 2/26/2020

4:05:36 PM
Authorized Purchasing Signature Date / Time

Insert Purchasing Section

“Contract Documents” means all exhibits, attachments, specifications, and any addenda to this Contract which are incorporated by reference into this Contract and which are marked as follows:

“Contract Price” means the price listed in the Contract for service to be received in return.

“Contract Quantities” means the estimated quantities listed on the Bid form.

“Contractor” has the meaning assigned above to that term, and includes that company’s agents, employees, and representatives.

"County" means County of Beaufort, South Carolina, a public body politic and corporate and political subdivision of the State of South Carolina.

“Notice to Proceed” means the written notice to be given by the County to the Contractor to commence Work under this Contract.

“Procurement Director” means the Procurement Director for Beaufort County.

“Project” means the “Work” and is used interchangeably with that term.

“Project Manager” shall be the field representative designated by the County to serve as project manager for the Work.

“Project Site” means the site or sites where the Work is performed. This term is used interchangeably with "Work Site."

“Work” means the work specified and described in Exhibit B (“Scope of Work (with Appendices)”) to this Contract and includes, but is not limited to, materials, workmanship, manufacture and fabrication of components.

“Work Site” means the “Project Site” and is used interchangeably with that term.

SECTION TWO

Contract Documents

The Parties agree that the Contract Documents shall include the following, which are incorporated herein by reference:

- Exhibit A - Request for Proposals (RFP) No. 112819
- Exhibit B - Scope of Work/Specifications (with Appendices)
- Exhibit C - Contractor’s Insurance Certificate(s) and Endorsement(s)
- Exhibit D - Contractor's Proposal dated November 25, 2019
- Exhibit C-“Best and Final Offer Email dated January 28, 2020

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- a. As between the Contract and any other document to include, but not limited to, the plans or specifications, the Contract shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall notify the County immediately upon discovery of same, and the County will notify the Contractor of the resolution.
- c. Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Exhibits are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

As provided in Exhibit B, Scope of Work (with Appendices) attached hereto, certain publications shall also govern the work hereunder, unless otherwise provided herein, and are also hereby incorporated by reference.

SECTION THREE

Term

The initial term of this Agreement shall begin April 1, 2020 and end on June 30, 2021 with option to renew for up to four additional years. The Contractor shall not commence work prior to the issuance of a Notice to Proceed.

SECTION FOUR

Work

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, tools, machinery, transportation and supplies necessary for the completion of the Work required under this Contract in a professional, timely manner.

See Exhibit B, Scope of Work (with Appendices), for complete Scope of Work and Plans.

Work is to be completed as indicated in Section Two after the issuance of the Notice to Proceed, absent any extensions as provided in Section Five hereof.

SECTION FIVE

Contract Price: Payment Terms

- A. The Contractor is to perform the Work beginning on the Commencement Date until the termination of this Contract, for the total of \$127,764 for the Hilton Island Airport. Contractor Bill Rates: UNARMED SECURITY OFFICER - \$19.45 PER HOUR; ARMED SECURITY OFFICER - \$23.20 PER HOUR. The total annual cost for the Administration Buildings will be added as a change order once the new Fiscal Year funding is approved. Actual payments will be based on verified quantities actually incorporated in the Work as priced in Contractor's Bid. The amount as specified may be increased or decreased by the County through the issuance of a change order or Amendment. Any prices specified in Contractor's Bid or any such change order or Amendment will remain firm for the term of this Contract or any Amendment thereto. Notwithstanding anything to the contrary, Contractor may raise its rates on 30 days' written notice to account for any increases in (a) health care, benefit, or insurance costs, (b) labor or fuel costs,

(c) costs arising from changes to laws, regulations, or insurance premiums, (d) SUI or similar taxes, or (e) any other taxes, fees, costs or charges related to Contractor's services.

- B. The Contractor shall submit monthly invoices itemizing all labor and materials for which payment is requested. Subject to approval of the invoice by the County, the County shall pay Contractor for the performance of the Work, including all labor and items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in the Contract Documents, on the following basis:

The Contractor shall submit invoices in the format that shall be provided by the County at the pre-construction meeting and approved by the parties. Failure to follow the format may result in payment delays.

All invoices will be processed by the County once a month

- C. Invoices will be submitted to the Airport's and Facilities Director, and the invoice will contain Contract No. 112819 and the purchase order number.
- D. Intentionally deleted.

No claim shall be made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of work as done. If the altered or added work is of sufficient magnitude as to require additional time in which to complete the Project, such time adjustment will be made at the determination of the County.

- E. No claim by the Contractor for any adjustment under this Contract shall be allowed if asserted after Final Payment under this Contract.
- F. When the County requires substantiating information the Contractor shall submit data justifying dollar amounts in question.

SECTION SIX

Time

The Contractor agrees to punctually and diligently perform all parts of the Work at the time scheduled by the Contractor which shall be subject to change by the County as deemed necessary or convenient to the overall progress of the Project. In this connection, the Contractor agrees that the Contractor will keep itself continually informed of the progress of the job and will, upon its own initiative, confer with the County so as to plan its work in coordinated sequence with the Work of the County and of others and so as to be able to expeditiously undertake and perform the Work at the time most beneficial to the entire Project. The Contractor will be liable for any loss, costs, or damages sustained by the County for delays in performing the Work hereunder, other than excusable delays for which Contractor shall be granted an extension of time. If, in the reasonable opinion of the County, the Contractor is not complying with the progress schedule or will not meet the completion date, the County may require the Contractor to provide additional manpower, or work overtime, or expedite materials, and the Contractor shall take the necessary steps to comply, all without increase in Contract Price.

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the County, or by any separate contractor employed by the County, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the County, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor and/or subcontractor or supplier at any tier, then the Contract time shall be extended by change order for such reasonable time, if any, as the County may determine that such event has delayed the progress of the Work or overall completion of the Work, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time, except as provided for below with regards to rain delays, shall be made in writing to the County, not more than Five (5) Calendar Days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the Contractor must give written notice every week to the County. Within Five (5) Calendar Days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal change order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of days extension requested, and such analysis and other documentation to demonstrate a delay in the progress of the Work or the overall Project completion. If the Contractor does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the Contractor.

Extensions of time shall be the Contractor's sole remedy for any and all delays, hindrances, or obstructions. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or obstruction in the orderly progress of the Work or delay from any cause in the progress of the Work, whether such hindrances or delays be avoidable or unavoidable. The Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid cause and agrees that the Contractor's sole right and remedy in the case of any delay, obstruction, or hindrance, shall be an extension of the time fixed for completion of the Contract. Without limitation, the County's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable, other than through an extension of time, it being acknowledged that the Contract amount includes and anticipates any and all delays, hindrances, or obstructions whatsoever from any cause, whether such be avoidable or unavoidable.

SECTION SEVEN

Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in Exhibit A, Insurance Certificate(s) and Endorsement(s), which is attached hereto and previously incorporated by reference. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor in this Contract, subject to the terms of Contractor's insurance.

The County must be advised immediately of any changes in required coverages.

SECTION EIGHT
Payment and Performance Security

A. Intentionally deleted.

SECTION NINE
Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of the Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same to the extent in the event of Contractor's non-compliance as set forth in the Contract.

By signing a bid, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws, 1976, as amended, and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same to the extent of non-compliance of the above laws, ordinances, rules and regulations by Contractor.

SECTION TEN
Drug-free Workplace Act

The Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all Contractors executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

SECTION ELEVEN

Material and Workmanship: Warranties and Representations

The Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use best skill and attention to provide above described Work in a professional, timely manner.

The Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though Contractor had performed the Work itself.

A. All equipment, materials and articles incorporated in the Work covered by the Contract and supplied by the Contractor are to meet the Federal/State Standard Specifications, unless otherwise stated herein. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Contracts and Procurement Director, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When required by this Contract or when called for by the Contracts and Procurement Director, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the County shall be at the risk of subsequent rejection by the County.

B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Project. Notwithstanding anything to the contrary, any equipment/software provided by Contractor (or information collected therewith) in connection with Contractor's services is for Contractor's use and will always be Contractor property. Contractor is not selling or leasing any of the equipment/software to County, and Contractor will remove its equipment/software upon termination of this Contract.

C. The Procurement Director may, in writing, require the Contractor to remove from the Work Site any employee the Procurement Director deems incompetent, careless or otherwise objectionable.

D. In addition to any manufacturer's warranties, all workmanship and materials are warranted to be free from defects for a period of twenty-four (24) months after the date of Final Payment by the County.

SECTION TWELVE
Retention of Records

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives reasonable access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

SECTION THIRTEEN
State and Local Taxes

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

The Contractor shall calculate that portion of the Contract that is subject to the to the total South Carolina and local sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If the Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

SECTION FOURTEEN
Independent Contractor

The Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. The Contractor shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to the Contractor for Work and expenses as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

SECTION FIFTEEN

Inspection and Acceptance, No-Claim Affidavits

- A. The Contractor shall, without charge, replace any material or correct any workmanship found by the County not to conform to the Contract requirements, unless the County consents in writing to accept such material and workmanship with an appropriate adjustment in Contract Price. The Contractor shall promptly remove rejected material from the premises.
- B. Upon completion and acceptance of all Work, the Contractor shall provide the Project Manager with written affidavits. Such affidavits shall state that all claims arising by virtue of the Contract have been paid in full with any exceptions listed on such affidavits.
- C. Final acceptance of the completed project will be upon final payment to the Contractor. Upon final acceptance, the workmanship and material warranty period will begin.

SECTION SIXTEEN

Cleanup Work

- A. During progress of Work, Contractor will keep the site and affected adjacent areas cleaned up. The Contractor will remove all rubbish, surplus materials, surplus excavates, and unneeded construction equipment so that the sites will be inconvenienced as little as possible.
- B. Where materials or debris have washed or flowed into or have been placed in existing watercourses, ditches, gutters, drains, pipes, or structures by work done under this Contract, the Contractor will remove and dispose of such material or debris during the progress of the Work.
- C. Upon completion of the Work, Contractor will leave all ditches, channels, drains, pipes, structures and work, etc. in a clean and neat condition.
- D. The Contractor will remove all debris from any grounds which have been occupied by the Contractor and leave the roads and all parts of the premises and adjacent site affected by the Contractor's operations in a neat and satisfactory condition.
- E. The Contractor will restore or replace, when and as directed, any public or private property damage by the Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the operations.

SECTION SEVENTEEN

Conditions Affecting the Work

- A. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning conditions or anything related to this Contract, made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

- B. The Contractor has visited and inspected the Work Site and accepts the conditions at the Work Site as they eventually may be found to exist and warrants and represents that this Contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Contract to the contrary notwithstanding.

SECTION EIGHTEEN
Safety of Persons and Property

- A. The following provisions are in addition to those pertinent sections contained in the standard specifications.
- B. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- (i) employees on the Work Site and other persons who may be affected thereby;
 - (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
 - (iii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- C. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting and maintaining danger signs and other warnings against hazards as long as such hazards exist. The Contractor shall also promulgate safety regulations and notify owners and users of adjacent sites and utilities of all construction and related activities.
- E. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- F. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property to the extent caused by the negligence of Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the County or anyone directly or indirectly employed by it, or by anyone for whose acts the County may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 25, Indemnification, herein.

- G. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County.
- H. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- I. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's best discretion, to prevent threatened damage, injury or loss.

SECTION NINETEEN

Change Orders

One or more changes to the Work within the general scope of this Contract, may be ordered by change order. The County may also issue construction change directives, as set forth below. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

- A. Change orders shall be submitted on the forms and pursuant to the procedures of the County. Change order shall mean a written order to the Contractor executed by the County after execution of this Contract, directing a change in the Work. A change order may include a change in the Contract Price, (other than a change attributable to damages to the Contractor for delay, which the Parties agree are not allowed under this Contract) or the time for the Contractor's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a change order, the County may also direct a change in the Work in the form of a construction change directive, which will set forth the change in the Work and the change, if any, in the Contract Price or time for performance, for subsequent inclusion in a change order;
- B. Any change in the Contract Price resulting from a change order shall be determined by use of the Unit Prices set forth in the Contractor's bid.
- C. The execution of a change order by the Contractor shall constitute conclusive evidence of the Contractor's contract to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the Contractor. The Contractor, by executing the change order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed change order.
- D. The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all change orders if such notice, consent or approval is required by the County, the Contractor's surety or by law. The Contractor's execution of the change order shall constitute the Contractor's warranty to the County that the surety has been notified of, and consents to, such change order and the surety shall be conclusively deemed to have been notified of such change order and to have expressly consented thereto.

SECTION TWENTY
Claims and Disputes

- A. **Definition.** A Claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Party making the Claim. Following all limits and procedures herein shall be a condition precedent to the Contractor's entitlement to any increased compensation from any claim.
- B. **Time Limits on Claims.** Claims by either Party must be made within Ten (10) Business Days after occurrence of the event giving rise to such Claim or within Ten (10) Business Days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. An additional Claim made after the initial Claim has been implemented by change order will not be considered.
- C. **Continuing Contract Performance.** Pending final resolution of a Claim request for review of site conditions, request for information, or resolution of a dispute, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.
- D. **Waiver of Claims: Final Payment.** The making of Final Payment shall constitute a waiver of Claims by the County except those arising from:
1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 2. Failure of the Work to comply with the requirements of the Contract Documents; or
 3. Terms of special warranties required by the Contract Documents.
- E. **Claims for Additional Costs.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 18(I). If the Contractor believes additional cost is involved for reasons including but not limited to (1) an order by the County to stop the Work where the Contractor was not at fault, (2) a written order for a minor change in the Work, (3) failure of payment by the County, (4) termination of the Contract by the County, (5) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.
- F. **Claims for Additional Time.** See Section Five herein.
- G. **Injury or Damage to Person or Property.** If either Party to the Contract suffers injury or damage to person or property because of an negligent act or omission of the other Party, of any of the other Party's employees or agents, or of others for whose acts such Party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other Party within a reasonable time not exceeding Ten (10) Business Days after first observance. The notice shall provide sufficient detail to enable the other Party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided herein.

SECTION TWENTY-ONE

Damages

Intentionally deleted.

SECTION TWENTY-TWO

Suspension of Work

The Procurement Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

The Procurement Director may order suspension of the Work in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work

When the Procurement Director orders any suspension of the Work under the paragraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-THREE

Modification of Contract

The County's Procurement Director has the unilateral right to modify this Contract when the modification is in the best interest of the County, provided however, the Contractor is given written notice of any such modification and the County is responsible for paying Contractor for any additional expenses incurred by Contractor which relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Procurement Director and the County is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

SECTION TWENTY-FOUR

Termination

A. For Convenience

The Procurement Director, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a

termination for convenience. The Contractor may terminate this Contract, in whole or in part, and without cause or penalty upon Sixty days' written notice.

B. For Default

If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from Contractor's default.

C. Termination for Non-Appropriation of Funds

The Procurement Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

D. Rights Cumulative

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-FIVE

Indemnification

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities to the extent caused by the negligent performance, or willful misconduct of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, or the negligence of any of its employees or any person, firm or corporation directly or indirectly employed by

the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses to the extent arising out of the negligence of the Contractor. Such costs are to include, without limitation, reasonable defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor) to the extent not caused by the County's negligence, the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses to the extent caused by any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, reasonable defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor) to the extent not caused by the County's negligence, the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public.

Notwithstanding anything to the contrary, Contractor's liability will in no event exceed \$2 million. Further, Contractor will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Contractor's reasonable control, or (c) injuries or deaths arising from any conditions of County's premises.

SECTION TWENTY-SIX **Gratuities and Kickbacks**

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

SECTION TWENTY-SEVEN

Labor: Subcontractors: Employment Consideration

The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the Contract.

Employment of labor by Contractor shall be effected under conditions which are satisfactory to County. Contractor shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the County.

The Contractor assumes the responsibility for assuring that its working forces are compatible with other forces on the job and Contractor is responsible for making himself aware of those forces. Contractor will furnish a competent representative who is to be kept available to the site to represent the Contractor for the purpose of receiving notices, orders and instruction.

SECTION TWENTY-EIGHT

Other Contracts

The County reserves the right to undertake or award other contracts for additional work/services, and may elect to complete portions of the work/services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, County employees and carefully fit its own work/services to such work/services as may be directed by the County. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of work/services by any other contractor or by County and or Department employees.

SECTION TWENTY-NINE

Permits and Licenses

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

SECTION THIRTY

Assignment

The Contractor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Contractor shall not assign any money due or that may become due to it under said Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to

successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

SECTION THIRTY-ONE

Controlling Law

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Fourteenth Judicial Circuit, Beaufort County, South Carolina.

SECTION THIRTY-TWO

Severance

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid.

SECTION THIRTY-THREE

County's Designated Representative(s)

In the event that any questions or problems arise in the course of performing this Contract, Contractor shall immediately contact one or more of the following County representatives:

David Thomas, Director
Beaufort County Purchasing Department
P.O Drawer 1228
Beaufort, South Carolina 29901
843-255-2304

SECTION THIRTY-FOUR

Notices

Whenever any provision of this Contract requires the giving of written notice, it shall be deemed to have been validly given if delivered by person or by registered mail to the following:

If to the County:
David Thomas, Director
Beaufort County Purchasing Department
P.O Drawer 1228
Beaufort, South Carolina 29901
843-255-2304

If to the Contractor:

Justin Heyward, Area Vice President
Securitas, Inc.
3294 Ashley Phosphate Road, Suite 2F
North Charleston, SC 29418
(843) 554-5503

SECTION THIRTY-FIVE

Non-Waiver

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder. Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

SECTION THIRTY-SIX

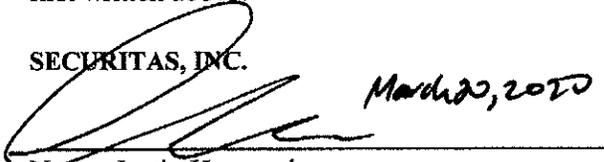
Entire Contract

This Contract constitutes the entire understanding and Contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties executed this Contract under their several seals the day and year first written above.

SECURITAS, INC.

March 20, 2020



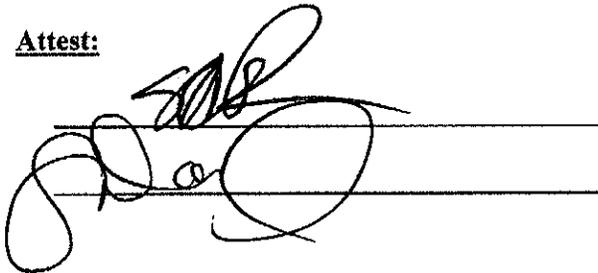
Name: Justin Heyward
Title: Area Vice President

BEAUFORT COUNTY, SOUTH CAROLINA:

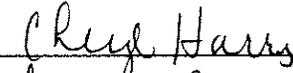


Ashley Jacobs
County Administrator
Beaufort, SC

Attest:



Attest:

- 1) 1) 
- 2) 2) 

March 29, 2021

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

Dear Jon,

Volaire Aviation Consulting is pleased to extend the existing air service development and air service marketing contract between Hilton Head Island Airports and Volaire Aviation, per the 2020 Consulting Services Agreement.

Specifically, section one of that agreement, “Engagement and Services” part (b) Term, states “This agreement will be for a 12-month period from the date first stated above. Either party can terminate the contract on 90-day notice. The contract can be extended in one-year increments for up to four years prior to contract end upon mutual consent.”

On March 15, 2021 you, in your capacity as Beaufort County Airports Director responded to a March 12, 2021 email from me regarding extension of the Consulting Services Agreement. That email exchange is attached to this letter. Your email response indicates a desire to “simply extend as we are currently set up” in regard to the Consulting Services agreement.

This letter constitutes Volaire Aviation’s concurrence with your email, allowing for extension of the Consulting Services agreement for the period May 1, 2021 to April 30, 2022.

Again, thank you for allowing Volaire to assist Beaufort County with its air service development and marketing challenges.

Best regards,



Mike Mooney
Managing Partner
Volaire Aviation Consulting



CONSULTING SERVICES AGREEMENT

This Consultancy Agreement (the "Agreement") is made and entered into this 27 day of April, 2020, by and between Volaire Aviation, Inc. (the "Consultant") and Beaufort County/Hilton Head Island Airport (the "Airport" and/or "HHH") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

1. Section One: Engagement and Services -

(a) Engagement. The Airport hereby engages the Consultant to provide and perform the services set forth in this section of the agreement (the "Services"), and the Consultant hereby accepts the engagement. This agreement includes both an Air Service Development retainer component as well as a Marketing retainer component. Section (c) below defines the scope of work for Air Service Development services. Section (d) below defines the scope of work for Marketing services.

(b) Term. This agreement will be for a 12-month period from the date of the first stated above. Either party can terminate the contract on 90-day notice. The contract can be extended in one year increments for up to four years prior to contract end upon mutual consent.

(c) Air Service Development Retainer Scope of Work. Consultant will complete the following projects in exchange for a monthly retainer.

1) Community visits (one per year)

Consultant will prepare state of the industry information, market detail, and other pertinent information for community meetings at Airport's request. The presentation will be in a power point format.

2) Conference call with Airline(s) (as needed)

Consultant will, at Airport's request, set up and facilitate conference call with an airline, including market briefing materials, if needed.

3) Schedule Analysis (as needed)

Consultant will review an existing or proposed airline schedule plan for quality of timing and frequency and quality of connectivity if the schedule relates to a hub airport.

4) Pricing Analysis (up to two per contract period)

Consultant will, at Airport's request, review published pricing in the Hilton Head market (ten city pairs per study) and compare it to pricing at nearby airports for competitive fitness. Any follow-up with a specific airline related to requesting changes in airline pricing strategy will be on a separate basis, with professional fees determined by scope of the specific carrier situation.

5) Data

Consultant will provide Airport with relevant air service related data on a quarterly basis. Data will consist of DOT T100 segment data for all air services at the airport and quarterly DOT DB1B ticket lift data for domestic and international traffic, in total and by airline.

(d) Marketing Retainer Scope of Work. Consultant will work with Airport on marketing projects as listed below. Additional hourly support will be available as described below, on a limited basis upon Airport request and Consultant availability, at the time of the request.



1.) Media Placement and Plan Implementation

Consultant will assist the airport in the placement and implementation of approved marketing and advertising program(s). Through this program, the Consultant will work on the airport's behalf to obtain advertising proposals from various media outlets and vendors to identify the best program options and placement as well as coordinate the implementation. The scope of work will include up to fifteen (15) hours of support per month for the duration of this agreement and will include the following:

a. Airport media placement and budget allocation

Consultant shall work with Airport to develop a media placement and advertising budget to support air service marketing initiatives. Consultant will develop media placement allocations based upon the budget allocated by the airport. The process will include industry best practices surrounding the recommended media placement elements.

The process may include coordination calls with Airlines and/or airport partners pertaining to media platform recommendations, general recommendation ideas, and/or creative approval.

b. Geo-targeted marketing strategy

Consultant will develop a strategy for the deployment of both traditional and online advertising. Consultant will also develop the overarching creative strategy for advertising based on services that are chosen to promote.

c. Coordination of creative content

Consultant will work with the Airport and its partners, on the creative content, as requested, for the advertising placed as part of the campaign. Coordination with the Airport's airline partners and regional partners may also be included to obtain airline or area branded content and/or approvals. Content will include specific messaging to drive consumers to use Airport, or to drive consumers to specific services of the airline, offered at Airport. Consultant will ensure content meets requirements of the airline, Federal standards, and also best practices. *Project assumes that Airline will assist with creative development and Consultant will simply coordinate and provide creative guidance/oversight. Should the Consultant need to design creative elements, the creative work, as approved by the airport, will fall under the hourly rates within this agreement.*

d. Placement and monitoring of advertising

Consultant will negotiate for the placement of advertising, implement the specific placement as outlined in the strategy document and approved by Airport, and oversee the ongoing performance of advertising during the length of this agreement. *Coordination or review sessions that fall outside of the 15 hours per month, retainer hours, will be invoiced at the hourly rates within this agreement, if approved and requested by the Airport.*

e. General airport marketing and support

Consultant will assist the airport in general airport marketing as they fit under the retainer hours within this agreement. This can also include the training or education of airport staff to assist in these endeavors.

f. Marketing community visit

One per year is included, with travel expenses to be paid by the Airport*. Additional visits will be invoiced at \$1,500 per visit (plus travel expenses).



g. Graphic Design*

Consultant can conduct graphic design work for the airport, upon request, but should that time fall outside of the allotted fifteen (15) hours per month, this time is to be invoiced at the hourly rate for Consultant time of \$150 per hour.

2. Consultancy Fees and Expenses

- (a) Fee Schedule. Consultant will perform any or all of the scope of work options only at the expressed, written direction of the Airport. Fees for each program are as follows:

1. Air Service Development Retainer: \$2,500/month

The Airport will pay the consultant a monthly retainer fee of \$2,500 for Air Service Development work, payable in monthly instalments.

2. Media Placement and Marketing Program Implementation Retainer \$1,950/month

Fifteen (15) hours per month or a total of 180 hours (during initial 12-month period) of marketing assistance and media placement support. Program includes the option to renew at the same identified rate for an additional twelve (12) month period, with mutual consent between the parties. The Airport will pay the consultant a monthly retainer fee of \$1,950 for the included marketing related work, payable in monthly instalments. If the Airport requests work that exceeds the allotted 15-hours per month, subject to consultant availability and mutual airport/consultant agreement via email, work can be commenced at a rate of \$150/hour for requests and support exceeding the monthly retainer plan identified above.

**Subject to Consultant availability at time of request*

***Graphic/creative images purchased on behalf of the airport are subject to a 10% administrative*

****Community visits by Air Service Consultant will be billed at a rate of \$2,500 per day and will be subject to Consultant availability. Community visits by the Marketing Consultant are included as one (1) per year in the retainer agreement. Additional visits will be billed at \$1500 per day and subject to Consultant availability.*

- (b) Expenses. Consultant shall be entitled to reimbursement for expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements in accordance with the then regular procedures of the Airport. Reasonable expenses include, but are not limited to, travel (airfare, hotel, rental car, and meals), printing of materials, electronic device usage fee (in lieu of printing materials), contest platform fees, and shipping of materials. Consultant will also be entitled to reimbursement for any document printing fees or iPad usage fees for presentation of the business case document. iPad usage fee will be \$50 per meeting where an electronic device is used (electronic device usage fee). Consultant will invoice all expenses at cost plus a 10% administrative fee. Expenses are in addition to the monthly retainer fee.
- (c) Payment. The Consultant shall submit to the Airport invoices detailing the Services performed, expenses, and the amount due. All such invoices shall be due and payable within thirty (30) calendar days after receipt thereof by the Airport. A late fee of \$100 per week will be attached to invoices not paid within the 30-calendar day window.
- (d) Optional Professional Services Outside of the Retainer. The Consultant, if directed, will complete a comprehensive Hilton Head Island catchment area air travel demand leakage study for \$12,500 per study. Adhoc services outside the scope of this agreement will be performed for an agreed upon professional services fee or for \$250 per hour for a Partner at Volaire Aviation and for \$150 per hour for a Marketing Consultant at Volaire Aviation.

VOLAIRE
AVIATION CONSULTING

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf
of Beaufort County, Hilton
Head Island Airport

Signed for and on behalf of
Voltaire Aviation, Inc.





Date 4-29-20

04/28/20

By: Ashley M. Jacobs
Title: Beaufort County Administrator

By: R. Jeffrey Hayes
Title: Managing Partner



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Beaufort County and City of Beaufort Intergovernmental Agreement Amendment for Airport Frontage Road
MEETING NAME AND DATE:
Public Facilities Committee – July 19, 2021
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator - Engineering
ITEM BACKGROUND:
In March 2020, Beaufort County and City of Beaufort entered into an intergovernmental agreement for the construction and improvements at US 21 Airport Area and Airport Frontage Road (Lost Island Connectivity Project). Through the development of the project, Beaufort County and City of Beaufort have a desire to clarify right of way language in the agreement.
PROJECT / ITEM NARRATIVE:
The City will be responsible for the costs and expenses associated with the purchase of property from Airport Junction LLC and the County is responsible for all other land purchases.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the execution of the Beaufort County and City of Beaufort Intergovernmental Agreement Amendment for Airport Frontage Road
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the execution of the Beaufort County and City of Beaufort Intergovernmental Agreement Amendment for Airport Frontage Road (Move forward to County Council on August 9, 2021)

FIRST AMENDMENT
INTERGOVERNMENTAL AGREEMENT
FOR CONSTRUCTION AND IMPROVEMENTS AT
US 21 AIRPORT AREA AND FRONTAGE ROAD
(LOST ISLAND CONNECTIVITY PROJECT)
ORIGINAL AGREEMENT DATED: MARCH 19, 2020

THIS FIRST AMENDMENT to the Intergovernmental Agreement (“IGA”) by and between the City of Beaufort, South Carolina, a municipal corporation (“City”), and Beaufort County, South Carolina, a political subdivision of the state of South Carolina (“County”) dated March 19, 2020, is made and entered into this _____ day of _____ 2021.

The City and County desire to clarify paragraph 3 which states “All planning and construction expenses associated with the Project (specifically excluding all costs and expenses associated with all property acquisition [including, for instance but not limited to, condemnation, rights of way, easements of all types, etc.]) shall be paid with the revenue generated by the 2018 Transportation Sales and Use Tax”.

The amendment shall read: “All planning and construction expenses associated with the Project (all costs and expenses associated with all property acquisition are defined in item 5) shall be paid with the revenue generated by the 2018 Transportation Sales and Use Tax”.

The City and County desire to clarify paragraph 5 which states “The City shall bear all costs and expenses associated with all property acquisition including, for instance but not limited to, condemnation, rights of way, easements of all types, etcetera.”

The amendment shall read: The City shall bear all costs and expenses associated with, for instance but not limited to, condemnation, rights of way, easements of all types, etcetera, for the acquisition of property from Airport Junction, LLC only. The County will acquire any other properties necessary for the construction of the project.

All other mutual covenants remain in effect. This Agreement cannot be further amended except in writing and with the mutual consent of the parties.

Any notice under this Agreement shall be delivered in writing to the following:

To the City: Mr. William Prokop
City Manager
1911 Boundary Street
Beaufort, SC 29902

To the County: Mr. Eric Greenway
County Administrator
PO Drawer 1228
Beaufort, SC 29901-1228

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

WITNESSES:

By: _____
William A. Prokop, City Manager

By: _____
Eric Greenway, County Administrator

**INTERGOVERNMENTAL AGREEMENT
FOR CONSTRUCTION AND IMPROVEMENTS AT
US 21 AIRPORT AREA AND FRONTAGE ROAD
(LOST ISLAND CONNECTIVITY PROJECT)**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) by and between the City of Beaufort, South Carolina, a municipal corporation (“City”), and Beaufort County, South Carolina, a political subdivision of the state of South Carolina (“County”) is made and entered into this 19th day of March 2019.²⁰

WHEREAS, the City and the County recognize the need to improve the safety and the capacity of US 21 across Lady’s Island for the public good. To that end the City did, in 2017, commission Stantec, an engineering firm, and Ward Edwards Engineering to conduct a traffic study and to make recommendations on steps the City and the County can take improve both; and

WHEREAS, on May 19, 2017, Stantec published a report entitled Lady’s Island Corridor Study (Study”) which identifies nine (9) specific projects all of which are designed to improve safety and capacity on US 21 across Lady’s Island including improvements on US 21 in the area of the airport. One of the improvements listed in the Study, in fact the final project listed in the Study, is designated US 21 Airport Area and Frontage Road (hereinafter “Lost Island Connectivity Project” or “Project”); and

WHEREAS, the County did, by Resolution (Exhibit “A”), approve and adopt the Study and added the projects designated therein to the County’s Transportation Capital Improvement Plan (“CIP”); and

WHEREAS, the County did, thereafter, adopt an Ordinance which called for a Referendum on a proposed Transportation Sales and Use Tax. Included in that Ordinance and Referendum was a list of projects to which the revenue generated by the tax, if approved, would apply. The projects listed in the Referendum, which the voters approved in November 2018, included the projects listed in the Study; and

WHEREAS, thereafter, specifically in May 2019, the City committed \$95,000 of City Funds to the Lost Island Connectivity Project; and

WHEREAS, the City and the County are preparing to embark on the planning and construction phases of the Project. They wish to enter into this agreement which will clarify, identify and delineate the roles of each entity relating to the Project so they can move forward with the award, administration and management of it.

NOW, THEREFORE, for and in consideration of the mutual covenants exchanged herein, the City and the County hereby agree as follows:

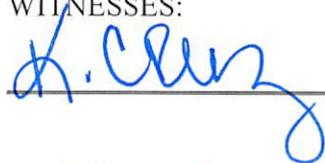
1. The County shall assume responsibility for the planning, award, administration, and management of all contracts concerning, relating and pertaining to the Project except as specified in paragraph 4 below.

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.

11. 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.

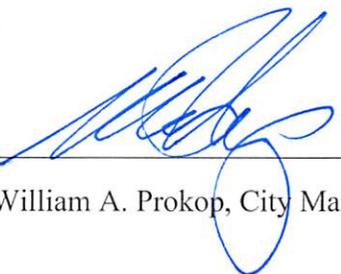
WITNESSES:









By: 

William A. Prokop, City Manager

By: 

Ashley Jacobs, County Administrator



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award for RFP #032421– Project Management, Landscape Maintenance Services for Linear Medians for Various County Roads (\$236,892.00)
MEETING NAME AND DATE:
Public Facilities Committee – July 19, 2021
PRESENTER INFORMATION:
Jared Fralix, ACE – Engineering Neil Desai, P.E - Public Works Director (<i>Alternate</i>) (5 min)
ITEM BACKGROUND:
February 12, 2021 – RFP posted on Vendor Registry March 3, 2021 – Pre-Bid Meeting March 24, 2021 – Bids due
PROJECT / ITEM NARRATIVE:
Due to the maintenance responsibility of several linear project areas (Sections of Highway 278 medians, Spanish Moss Trail & Bluffton Parkway), staff recognized that these specific areas would be better suited to be contracted out. Initial discussions were conducted with several landscape contractors to gauge interest in potential bidders for this project. This project was put out for bid, four bids were received with County staff choosing The Greenery, the lowest, most responsive, and responsible bidder.
FISCAL IMPACT:
Funding will come from 10001301-51110 in FY22, The Greenery bid was for \$236,892.00. The fund balance in this account is \$600,000.00.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the award of RFP #032421– Project Management, Landscape Maintenance Services for Linear Medians for Various County Roads to The Greenery.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award for RFP #032421– Project Management, Landscape Maintenance Services for Linear Medians for Various County Roads to The Greenery. <i>(Next Step – Move forward to County Council on July 26, 2021)</i>

Project Management, Landscape Maintenance Services

	The Greenery	Hilton Head Landscapes	Southern Palmetto	Bright View
John Miller	66	60	63	36
Nancy Moss	69	68	60	43
Neil Desai	71	61	64	62
Total	206	189	187	141