

# Public Facilities and Safety Committee Beaufort County, SC

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

Monday, November 18, 2024 2:30 PM

#### **AGENDA**

#### **COMMITTEE MEMBERS:**

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

ANNA MARIA TABERNIK JOSEPH F. PASSIMENT, EX-OFFICIO

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
- 4. APPROVAL OF AGENDA
- 5. APPROVAL OF MINUTES October 21, 2024
- **6.** CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

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

- 7. ASSISTANT COUNTY ADMINISTRATOR REPORT
- 8. DAUFUSKIE ISLAND FERRY UPDATE

#### **AGENDA ITEMS**

- 9. 2018 ONE CENT TRANSPORTATION SALES TAX UPDATE- Brittanee Bishop, Program and Finance Mangager, Engineering and Jennifer Bragg, J. Bragg Consulting
- 10. UPDATE ON THE HILTON HEAD ISLAND AIRPORT TERMINAL PROJECT Jon Rembold, Airports Director

- 11. RECOMMEND APPROVAL TO COUNCIL OF CHANGE ORDER 1 FOR HXD TERMINAL IMPROVEMENTS PHASE 1 IN THE AMOUNT OF \$3,367,113 TO THE EXISTING CONTRACT WITH A CURRENT VALUE OF \$30,898,447.83 (FISCAL IMPACT: \$168,355.65. A remaining 5% (\$168,355.65) will come from Airport Enterprise Funds) Jon Rembold, Airports Director
- 12. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT SC AERONAUTICS COMMISSION GRANT 24-062 IN THE AMOUNT OF \$1,387,747.00 for ARW HANGAR CONSTRUCTION PROJECT (SITE DEVELOPMENT). (FISCAL IMPACT: Total Project Cost (\$1,982,495.00). Project Funding Sources include: (70%) SCAC Grant 24-062 \$1,387,747.00 AND (30%) Sponsor Share \$594,748.00 (designated ARPA funds). GL Code 5102-90-0000-57130 | Current Encumbered Balance for the Project: \$1,982,495.00)- Jon Rembold, Airports Director
- 13. RECOMMEND APPROVAL TO COUNCIL TO APPROVE A RESOLUTION TO ADOPT THE HILTON HEAD AIRPORT WILDLIFE MANAGEMENT POLICY Jon Rembold, Airports Director
- 14. RECOMMEND APPROVAL TO COUNCIL TO APPROVE TALBERT, BRIGHT AND ELLINGTON (TBE) WORK AUTHORIZATION 2119-2301 FOR HXD AIRPORT LAYOUT PLAN UPDATE (FISCAL IMPACT: work authorization shall not exceed \$1,103,678.00. Project Funding Sources include; 75% FAA BIL AIG \$825,757, 25% Sponsor Share \$277,921.00 GL Code 5402-90-000-57130, current encumbered balance for the ALP update report: \$1,103,978.00) Jon Rembold, Airports Director
- 15. RECOMMEND TO COUNCIL APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT-OF-WAY OR TEMPORARY CONSTRUCTION EASEMENTS ON REAL PROPERTY ASSOCIATED WITH THE STUART POINT ROAD SIDEWALK PROJECT (FISCAL IMPACT: Acquisition of right-of-way shall be at fair market value established by a licensed appraisal; Funded by the 2018 One Percent Transportation Sales and Use Tax) Jared Fralix, Assistant County Administrator, Infrastructure
- 16. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION FOR THE SECOND ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE TOWN OF HILTON HEAD FOR THE ST. JAMES BAPTIST CHURCH RELOCATION PROJECT. (FISCAL IMPACT: This second addendum is to make provisions for reimbursement to the Church for continued project management services provided by YCP for the remainder of the project. As part of the original MOU, both the Town and County deposited \$150,000 each, totaling \$300,000, into an account to share in the costs to prepare all of the preliminary documentation and studies necessary to secure FAA grant funding for the relocation of the Church and School. To date, there are still sufficient funds in the account for the expected expenses, and no additional funding is accounted for in this Addendum.) Jared Fralix- Assistant County Administrator, Infrastructure
- 17. RECOMMEND APPROVAL TO COUNCIL TO AWARD A CONTRACT TO KIMLEY HORN AND ASSOCIATES, INC. FOR THE INTELLIGENT TRANSPORTATION SYSTEM (ITS) REGIONAL MASTER PLAN FOR VARIOUS CORRIDORS IN BEAUFORT AND JASPER COUNTY (FISCAL IMPACT: Total Cost of Contract is \$275,000.00. The project is funded 80%(\$220,000.00) with federal guide share funds through LATS and 20% (\$55,000) with local funds from Beaufort County. The county funds will be encumbered from Capital Funds account 4000-80-1243-54500 with a balance of \$2,955,012.93.) Jared Fralix, Assistant County Administrator, Infrastructure
- 18. RECOMMEND APPROVAL TO COUNCIL OF A CONTRACT AWARD TO KIMLEY-HORN AND ASSOCIATES INC. FOR THE CONDUCT OF THE US 278 CORRIDOR STUDY. (FISCAL IMPACT: Total Cost of Contract is \$500,000.00. The project is funded 100% (\$500,000.00) with federal guideshare funds through LATS. The funds will be encumbered from Southern Beaufort County Impact Fees account 2300-30-0000-54500-SOUTH with a balance of \$3,500,000) Jared Fralix, Assistant County Administrator, Infrastructure

- 19. RECOMMEND APPROVAL TO COUNCIL OF A CONTRACT AWARD TO STANTEC FOR THE SC 170 REGIONAL CORRIDOR STUDY. (FISCAL IMPACT: Total Cost of Contract is \$400,000.00. The project is funded 100% (\$400,000.00) with federal guideshare funds through LATS. The funds will be encumbered from Southern Beaufort County Impact Fees account 2300-30-0000-54500-SOUTH with a balance of \$3,500,000.) Jared Fralix, Assistant County Administrator, Infrastructure
- 20. WIMBEE CREEK FISHING PIER ALTERNATIVES UPDATE Bryan Bauer, Director Engineering
- 21. RECOMMEND APPROVAL TO COUNCIL TO AUTHORIZE THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DOMINION ENEGERY FOR THE RELOCATION OF UTILITY FACILITIES IN CONFLICT WITH THE LADY'S ISLAND MIDDLE SCHOOL REALIGNMENT PROJECT. (FISCAL IMPACT: The cost to Dominion Energy to design and relocate their facilities is \$264,617. This will be funded from the 2018 Transportation Sales Tax account 4705-80-000-54500-PTHWY with a current balance of \$14,246,967.17) Bryan Bauer, Director of Engineering
- 22. RECOMMEND APPROVAL TO COUNCIL OF A TASK ORDER FOR JH HIERS FOR THE BAY PINES DRAINAGE IMPROVEMENT PROJECT (FISCAL IMPACT: the maintenance shelf establishment and ditch clearing total proposed cost is \$200,700, project will be funded from account #5025-90-9020-51170 available balance \$630,516.19) Bradley Harriot, Public Works Director
- 23. RECOMMEND TO COUNCIL APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH MITCHELVILLE PRESERVATION PROJECT, INC. FOR SUITE 134 AND SUITE 142 OF THE COUNTY-OWNED OFFICE BUILDING LOCATED AT 539 WILLIAM HILTON PARKWAY ON HILTON HEAD ISLAND (FISCAL IMPACT: The lease rate established in accordance with the Beaufort County Lease Policy, the applicable section of the Policy provides: The administrator may in its discretion reduce the lease rate to a nominal amount if determined the use of the Property is a benefit to the community that would not otherwise be available with an increased lease rate. The reduced lease rate described in this Section must be presented to County Council and receive a majority vote approval) Hank Amundson, Special Assistant to the County Administrator
- 24. ADJOURNMENT

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

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



# Public Facilities and Safety Committee Beaufort County, SC

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

Monday, October 21, 2024 3:00 PM

#### **MINUTES**

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <a href="https://beaufortcountysc.new.swagit.com/videos/318146">https://beaufortcountysc.new.swagit.com/videos/318146</a>

#### **COMMITTEE MEMBERS:**

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

THOMAS REITZ PAULA BROWN

ANNA MARIA TABERNIK JOSEPH F. PASSIMENT, EX-OFFICIO

#### 1. CALL TO ORDER

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

#### **PRESENT**

Committee Chair Logan Cunningham

Committee Vice-Chair David Bartholomew

Council Member Paula Brown

**Council Member Thomas Reitz** 

Council Member Anna Maria Tabernik

Council Member York Glover

Council Member Alice Howard

Council Member Gerald Dawson

Council Member Lawrence McElynn

#### **ABSENT**

Council Member Mark Lawson Ex-Officio Joseph Passiment

#### 2. PLEDGE OF ALLEGIANCE

Committee Chairman led the Pledge of Allegiance.

#### 3. **FOIA**

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

#### 4. APPROVAL OF AGENDA

**Motion**: It was moved by Council Member Tabernik, Seconded by Council Member Dawson to approve the agenda.

**Vote**: Motion was approved without objection.

#### 5. **APPROVAL OF MINUTES** - September 16, 2024

**Motion:** <u>It was moved by Council Member Howard, Seconded by Council Member Brown to approve the</u> minutes from September 16, 2024.

Vote: Motion was approved without objection.

#### 6. CITIZEN COMMENT PERIOD

No Citizens Comments.

#### 7. ASSISTANT COUNTY ADMINISTRATOR REPORT

Please watch the video stream to view the full report.

https://beaufortcountysc.new.swagit.com/videos/318146?ts=100

#### **AGENDA ITEMS**

#### 8. **2024 SALES TAX UPDATE PRESENTATION (FOR INFORMATION ONLY)**

Please watch the video stream for full presentation.

https://beaufortcountysc.new.swagit.com/videos/318146?ts=898

Motion: It was moved by Council Member Tabernik, Seconded by Council Member to recommend to Council for the Chairman to Create a Subcommittee for the Purpose of Reviewing Applications and Making Recommendations to Council for the Appointment of three County Appointed Members of the Citizen Oversight Committee for the 1% Sales Tax Projects and that Council ask Staff to Create a Web Portal and an Application for the Oversight Committee.

**Vote**: Motion was approved without objection.

# 9. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE ADMINISTRATOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 1 FLAMINGO COVE ON PARCEL R200 005 00A 0040 0000

**Motion**: It was moved by Vice-Chairman Bartholomew, Seconded by Council Member Tabernik to recommend approval to Council of an ordinance authorizing the Administrator to execute all documents necessary for the acceptance of a drainage easement located at 1 flamingo cove on parcel R200 005 00a 0040 0000.

**Vote:** Motion was approved with one objection.

10. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED AT 10 QUAIL RIDGE CIRCLE SOUTH ON PARCEL R100 030 000 0268 0000

**Motion**: It was moved by Council Member Howard, Seconded by Vice-Chairman Bartholomew to recommend approval to Council of an ordinance authorizing the acceptance of a drainage easement located at 10 Quail Ridge Circle South on parcel R100 030 000 0268 0000.

**Vote:** Motion was approved with one objection.

11. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT RIGHT OF WAY ON FISH HAUL ROAD

**Motion**: It was moved by Council Member Reitz, Seconded by Council Member Howard to recommend approval to Council of an ordinance authorizing the County Administrator to execute any and all documents necessary to accept right of way on Fish Haul Road.

Vote: Motion was approved with one objection.

12. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT OF WAY PROPERTIES ON PARCEL R200 011 000 0007 0000 ASSOCIATED WITH SHEPPARD ROAD, CAUSEY WAY AND DOCK BUILDERS DRIVE ON LADY'S ISLAND

Motion: It was moved by Council Member Glover, Seconded by Council Member Tabernik to recommend approval to Council of an ordinance authorizing the County Administrator to execute any and all necessary documents for the acceptance of right of way properties on parcel R200 011 000 0007 0000 associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

**Vote:** Motion was approved without objection.

Committee Vice-Chairman Bartholomew recused himself.

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

Motion: It was moved by Vice-Chairman Bartholomew, Seconded by Council Member Dawson to recommend approval to Council of a resolution to accept the Military Enhancement Plan Fund grant from the South Carolina Department of Veterans Affairs for the amount of \$1,600,000 for the Port Royal Reclamation Facility Project.

**Vote**: Motion was approved without objection.

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

Motion: It was moved by Council Member Howard, Seconded by Council Member Dawson to recommend approval to Council of a resolution to accept the Military Enhancement Plan Fund grant from the South Carolina Department of Veterans Affairs for the amount of \$3,000,000 for the Laurel Bay Treatment Plant Project.

**Vote**: Motion was approved without objection.

15. APPROVAL OF A RESOLUTION TO ENTER INTO A LOCAL PUBLIC AGENCY (LPA) AGREEMENT BETWEEN THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND BEAUFORT COUNTY FOR THE ITS MASTER PLAN FOR VARIOUS CORRIDORS IN BEAUFORT AND JASPER COUNTY

Motion: It was moved by Council Member Tabernik, Seconded by Vice-Chairman Bartholomew approval of a resolution to enter into a Local Public Agency (LPA) agreement between the South Carolina Department of Transportation and Beaufort County for the ITS Master Plan for various corridors in Beaufort and Jasper County.

**Vote**: Motion was approved without objection.

16. RECOMMEND APPROVAL TO COUNCIL OF CONTRACT AWARD FOR A DESIGN CONTRACT TO KIMLEY HORN FOR THE REALIGNMENT OF SC 462 AT SC 170

**Motion**: <u>It was moved by Council Member Tabernik, Seconded by Council Member Dawson</u> to recommend approval to Council of contract award for a design contract to Kimley Horn for the realignment of SC 462 at SC 170.

Vote: Motion was approved without objection.

17. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE A PARKING SPACE RENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED PARCEL SERVICE, INC., AN OHIO CORPORATION

**Motion**: It was moved by Council Member Reitz, Seconded by Council Member Howard to recommend approval to Council of a resolution authorizing the County Administrator to approve a parking space rental agreement between Beaufort County and United Parcel Service, Inc., an Ohio corporation.

**Vote**: Motion was approved without objection.

18. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE A COOPERATIVE SERVICE AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

**Motion**: It was moved by Council Member Howard, Seconded by Council Member Brown to recommend approval to Council of a resolution authorizing the County Administrator to approve a cooperative service agreement between Beaufort County and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).

**Vote**: Motion was approved without objection.

It was moved by Council Member Reitz, Seconded by Council Member Brown to take Items 19 and 20 together.

19. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT SCAC Grant 24-026 IN THE AMOUNT OF \$140,405.00 for HXD AIR TRAFFIC CONTROL TOWER RADIO SUITE EQUIPMENT REPLACEMENT

**Motion**: It was moved by Council Member Reitz, Seconded by Council Member Brown to recommend approval to Council of a resolution to accept SCAC Grant 24-026 in the amount of \$140,405.00 for HXD air traffic control tower radio suite equipment replacement.

**Vote**: Motion was approved without objection.

20. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT SCAC Grant 24-027 IN THE AMOUNT OF \$157,006.00 for ARW RUNWAY 07/25 REHABILITATION PROJECT

**Motion**: It was moved by Council Member Reitz, Seconded by Council Member Brown to recommend approval to Council of a resolution to accept SCAC Grant 24-027 in the amount of \$157,006.00 for ARW Runway 07/25 Rehabilitation Project.

**Vote**: Motion was approved without objection.

21. RECOMMEND APPROVAL TO COUNCIL FOR A TALBERT, BRIGHT AND ELLINGTON (TBE) WORK AUTHORIZATION 2119-2401 FOR ARW RUNWAY 07/25 REHABILITATION PROJECT

**Motion**: It was moved by Council Member Reitz, Seconded by Vice-Chairman Bartholomew to recommend approval to Council for a Talbert, Bright and Ellington (TBE) work authorization 2119-2401 for ARW Runway 07/25 Rehabilitation Project.

**Vote**: Motion was approved without objection.

22. RECOMMEND APPROVAL TO COUNCIL OF CONTRACT AWARD TO QUALITY ENTERPRISES USA FOR IFB # 070924 ARW RUNWAY REHABILITATION CONSTRUCTION PROJECT

**Motion**: It was moved by Council Member Tabernik, Seconded by Council Member Reitz to recommend approval to Council of contract award to Quality Enterprises USA for IFB # 070924 ARW Runway Rehabilitation Construction Project.

**Vote**: Motion was approved without objection.

23. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR SHUTTLE SERVICE BETWEEN BEAUFORT COUNTY AND THE BEST OF HILTON HEAD

**Motion**: It was moved by Council Member Reitz, Seconded by Council Member Brown to recommend approval to Council of a resolution authorizing the County Administrator to enter into a letter of agreement for shuttle service between Beaufort County and The Best of Hilton Head.

**Vote**: Motion was approved without objection.

24. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A GRANT IN AID FROM THE SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH

**Motion**: It was moved by Council Member Dawson, Seconded by Council Member Tabernik to recommend approval to Council of a resolution authorizing the County Administrator to accept a Grant in Aid from the South Carolina Department of Public Health.

**Vote**: Motion was approved without objection.

25. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF THE REAL PROPERTY LOCATED AT 247 ROBERT SMALLS PARKWAY

**Motion**: it was moved by Council Member Tabernik, Seconded by Council Member Dawson to recommend approval to Council of an ordinance authorizing the County Administrator to execute the necessary documents to purchase and to fund the purchase of the real property located at 247 Robert Smalls Parkway.

**Vote**: Motion was approved without objection.

26. RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO ACCEPT CONVEYANCE OF A PORTION OF PROPERTY OWNED BY THE TOWN OF BLUFFTON LOCATED AT 140 BUCK ISLAND ROAD WITH TMS NO. R610-031-000-00003-0000

Motion: It was moved by Council Member Brown, Seconded by Council Member Tabernik to recommend approval to Council of an ordinance authorizing the County Administrator to execute the necessary documents to accept conveyance of a portion of property owned by the Town of Bluffton located at 140 Buck Island Road with TMS NO. R610-031-000-00003-0000.

**Vote**: Motion was approved without objection.

27. RECOMMEND APPROVAL TO COUNCIL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BEAUFORT AND THE APPROVAL OF A CHANGE ORDER TO EUROVIA ATLANTIC DBA BLYTHE FOR IFB #011224E YEAR 7 RESURFACING PROJECT FOR THE PAVING OF CITY-OWNED ROADS IN BATTERY SHORE NEIGHBORHOOD

**Motion**: It was moved by Council Member Howard, Seconded by Vice-Chairman Bartholomew to recommend approval to Council of an Intergovernmental Agreement with the City of Beaufort and the approval of a change order to Eurovia Atlantic dba Blythe for IFB #011224e year 7 resurfacing project for the paving of city-owned roads in Battery Shore Neighborhood.

**Vote**: Motion was approved without objection.

#### 28. **ADJOURNMENT**

Committee Chairman adjourned the meeting at 4:16pm.

Ratified:





### **CITIZEN COMMENTS**

### Public Facilities and Safety November 18, 2024

FULL NAME (print only)	Agenda Topic
Alexander Michal	HXD Wildlife Manager
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ITEM TITLE:
2018 One Cent Transportation Sales Tax Update (For Information Only)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – November 18, 2024
PRESENTER INFORMATION:
Brittanee Bishop, Program and Finance Manager
Jennifer Bragg, J. Bragg Consulting, 2018 One Cent Transportation Sales Tax Program Manager
(15 mins)
ITEM BACKGROUND:
In 2018, the citizens of Beaufort County voted to impose a 4 year, \$120M referendum for transportation projects. The projects are as follows: US 278 Corridor Traffic Improvements Lady's Island Corridor Traffic Improvements Sidewalks and Multi-Use Pathways
PROJECT / ITEM NARRATIVE:
An update on the projects associated with the 2018 One Cent Transportation Sales Tax.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
For presentation only.
OPTIONS FOR COUNCIL MOTION:

For presentation only.



**Transportation Sales Tax (TST3) Update November 18, 2024** 



# 2018 Transportation Sales Tax (TST 3)

## 4-yr \$120M

- \$80M US 278 Corridor Traffic Improvements
- \$30M Lady's Island Corridor Traffic Improvements
- \$10M Sidewalks and Multi-Use Pathways



# **Project Development**

### Design

- Survey
- Road/Sidewalk/Pathway Design
- Drainage Design
- Structural Design
- Environmental Review (Federal/Non-Federal)
- Permitting
- Public Involvement
- Utility Coordination
- Other Items (i.e. Geotechnical, Pavement Design, etc.)

### Right of Way Acquisition

- Property Owner Negotiations
- Condemnation

### Construction

- Procurement
- Construction Engineering and Inspections

#GA-2-20

Cooperative Intergovernmental Agreement
Between
Beaufort County, South Carolina
And the
South Carolina Department of Transportation
For

The Beaufort County Sales Tax Transportation Program Projects US 21 Corridor and Sidewalk/Multiuse Pathways

THIS AGREEMENT is made this 1 day of 201, by and between Beaufort County, hereinafter referred to as "County," and the South Carolina Department of Transportation, hereinafter referred to as "SCDOT," collectively "the Parties."

#### WITNESSETH THAT:

WHEREAS, on November 6, 2018, under Chapter 37 of Title 4 of the Code of Laws of South Carolina (Supp. 2007), and pursuant to County Ordinance No. 2017/34, the voters of Beaufort County approved the imposition of a one-percent sales tax within the county for the purposes of funding certain transportation infrastructure improvements; and

WHEREAS, County and SCDOT desire to work together in the planning and implementation of the Beaufort County Sales Tax Transportation Program, hereinafter "the Program;" and

WHEREAS, County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry our County's functions covered under this Agreement; and,

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

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

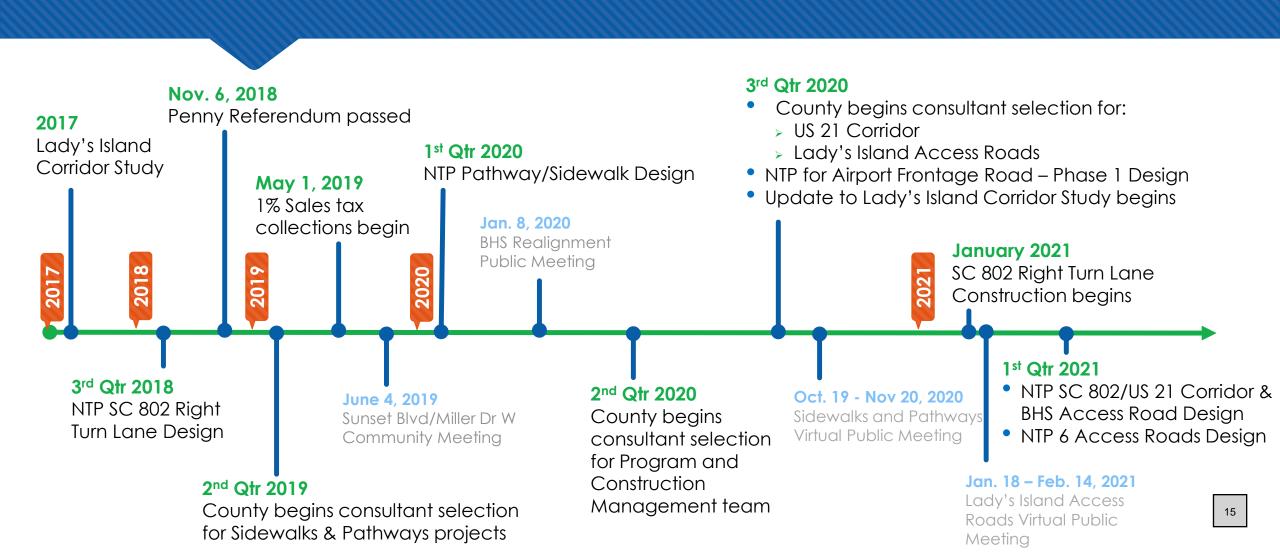
#### GENERAL RECITALS:

#### A. Pumose:

The purpose of this work is to construct and improve certain transportation facilities throughout Beaufort County using, in part, funds derived from the one cent special sules and use tax imposed by Beaufort County and approved by referendum on November 6, 2018.

# **Timeline**

Lady's Island Corridor Traffic Improvements & Sidewalks and Multi-use Pathways



# **Timeline**

### Lady's Island Corridor Traffic Improvements & Sidewalks and Multi-use Pathways

\*In-person public meetings were accompanied by a 30-day virtual public meeting



### Mar. 15 - Apr. 11, 2021

- Ribaut Rd Sidewalk Virtual Public Meetina
- Bluffton Pkwv Virtual Public Meetina
- Feb. 14 Mar. 16, 2022

Airport Frontage Rd – Phase 1 Virtual Public Meeting

### Jan. 10, 2023

\*Alljoy Rd Sidewalk Public Meeting

- Laurel Bay Rd Pathway Construction begins
- Transportation Alternatives Set Aside Proprint Fund Grant awarded for Alljoy Rd Sidewark

# **Timeline**

### Lady's Island Corridor Traffic Improvements & Sidewalks and Multi-use Pathways

\*In-person public meetings were accompanied by a 30-day virtual public meeting

#### August 19, 2024

Public Facilities and Safety Committee Update



October 29, 2024
\*Salem Rd Sidewalk Public
Meeting

### 2025 UPCOMING PUBLIC MEETINGS

### Lady's Island Corridor Traffic Improvements

- Hazel Farm Rd/Gay Dr
- Sunset Blvd/Miller Dr W
- US 21/SC 802 Corridor Improvement

#### Sidewalks and Pathways

- Bia Estate Rd
- Broad River Blvd/Riley Rd
- Broad River Dr

- Burton Hill Rd/Old Salem Rd
- Shad Ave/Ulmer Rd

**Note:** Following Public Meetings, various projects will begin the right-of-way acquisition process

### 2025 UPCOMING CONSTRUCTION PROJECTS

### Lady's Island Corridor Traffic Improvements

- Airport Frontage Rd Phase 2 Relocated Little Creek Rd
- Lady's Island Middle School Access Rd

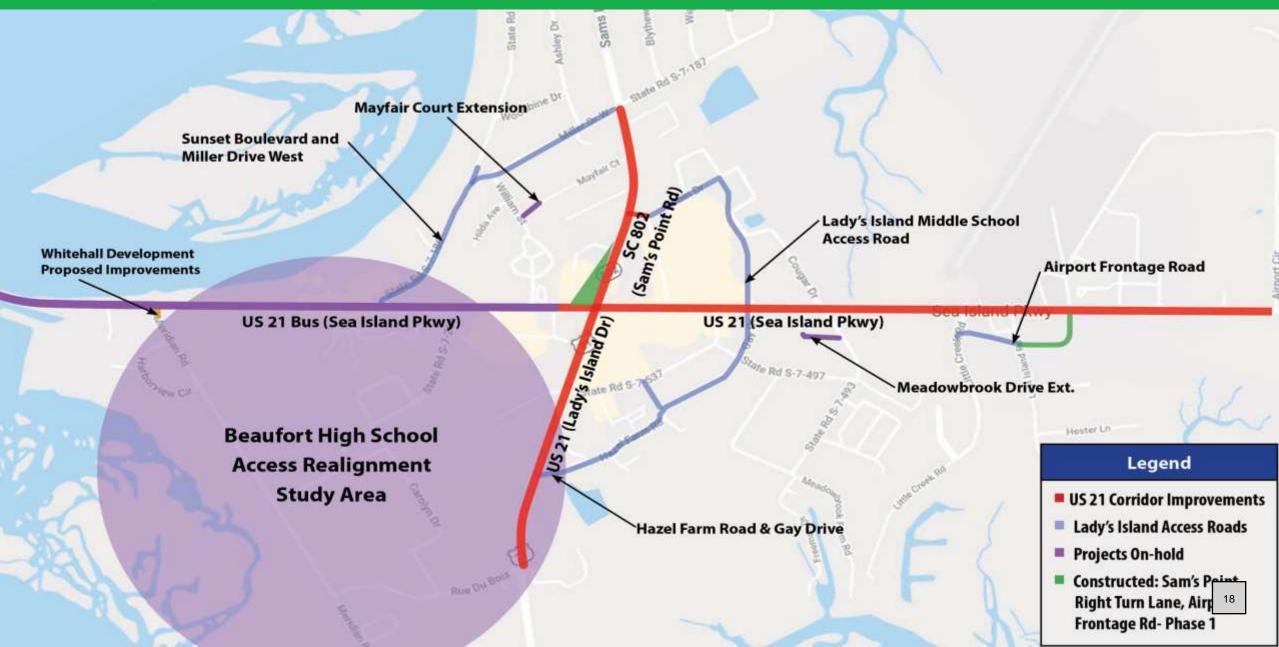
#### Sidewalks and Pathways

- Alljoy Rd
- Big Estate Rd
- Depot Rd TBD

- Dr Martin Luther King Jr Dr
- Middle Rd
- Stuart Point Rd TBD

# Lady's Island Corridor Traffic Improvements





## Completed

- •Sams Point Turn Lane
- Airport Frontage Road Phase 1

# In Design

- Airport Frontage Road Phase 2
- Hazel Farm Road & Gay Drive
- Sunset Drive & Miller Drive West
- US 21, US 21 Business, SC 802 Corridor

# In Right of Way Acquisition

• Lady's Island Middle School Access Road

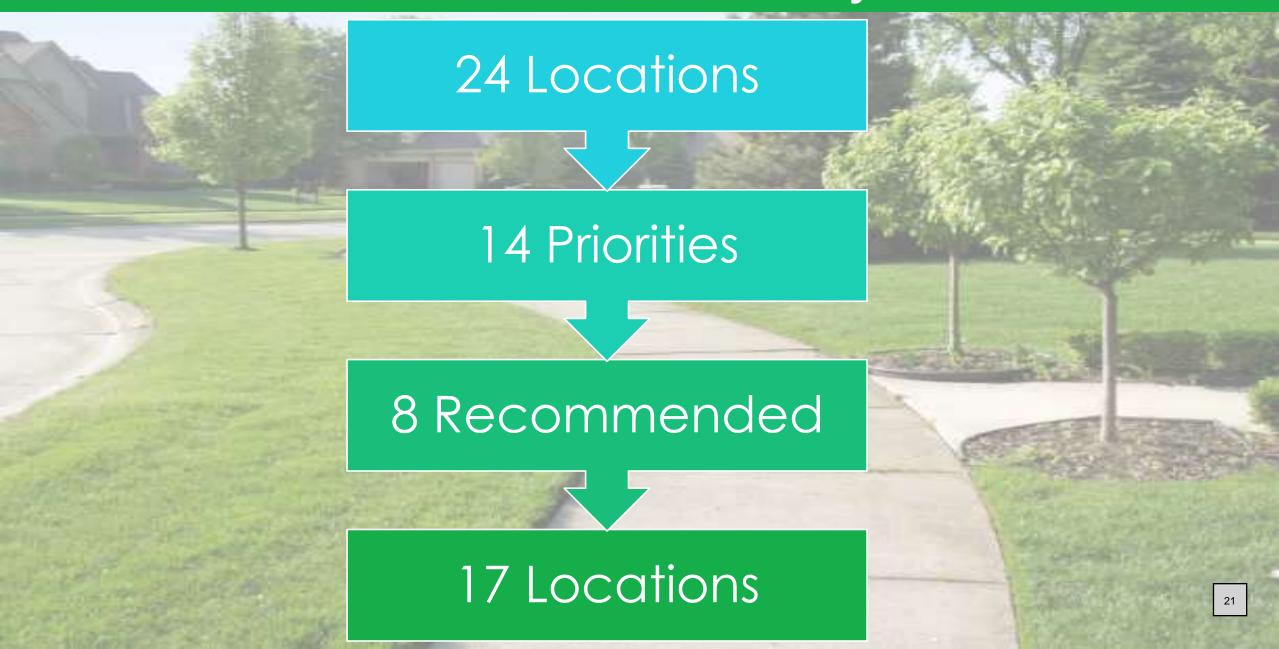
### On Hold

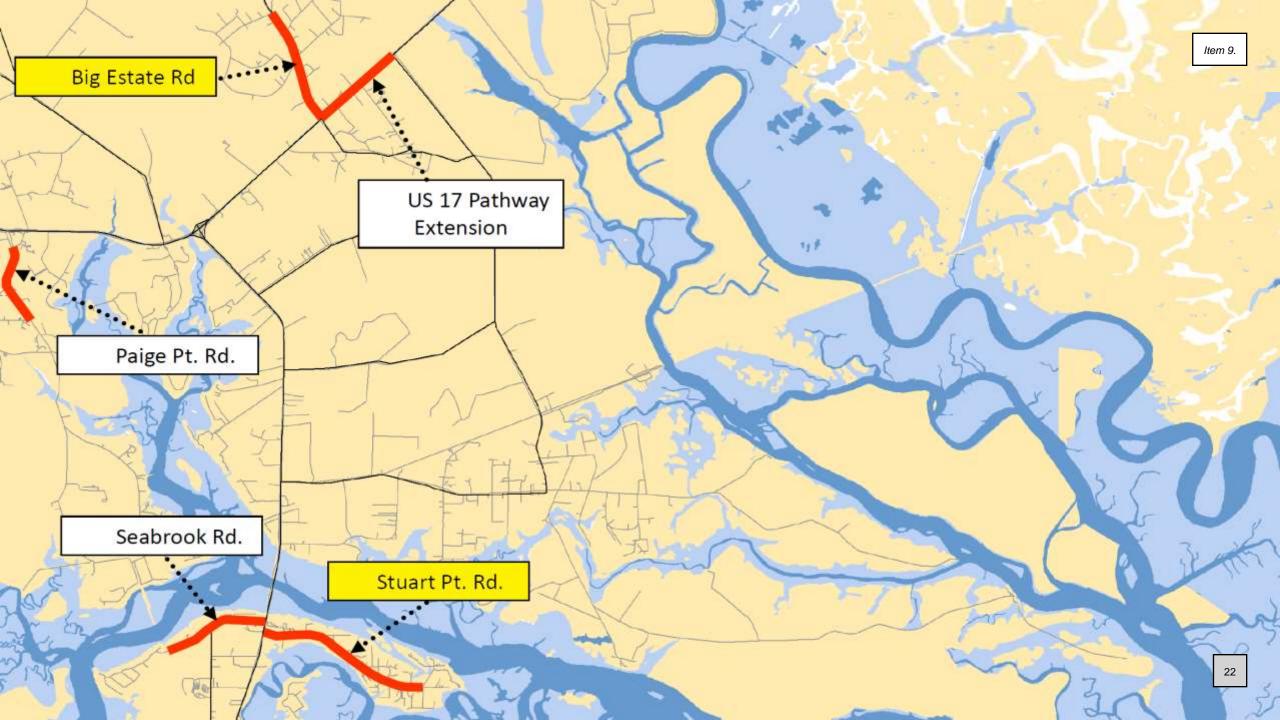
- Mayfair Court Extension
- Beaufort High School Realignment
- Meadowbrook Drive

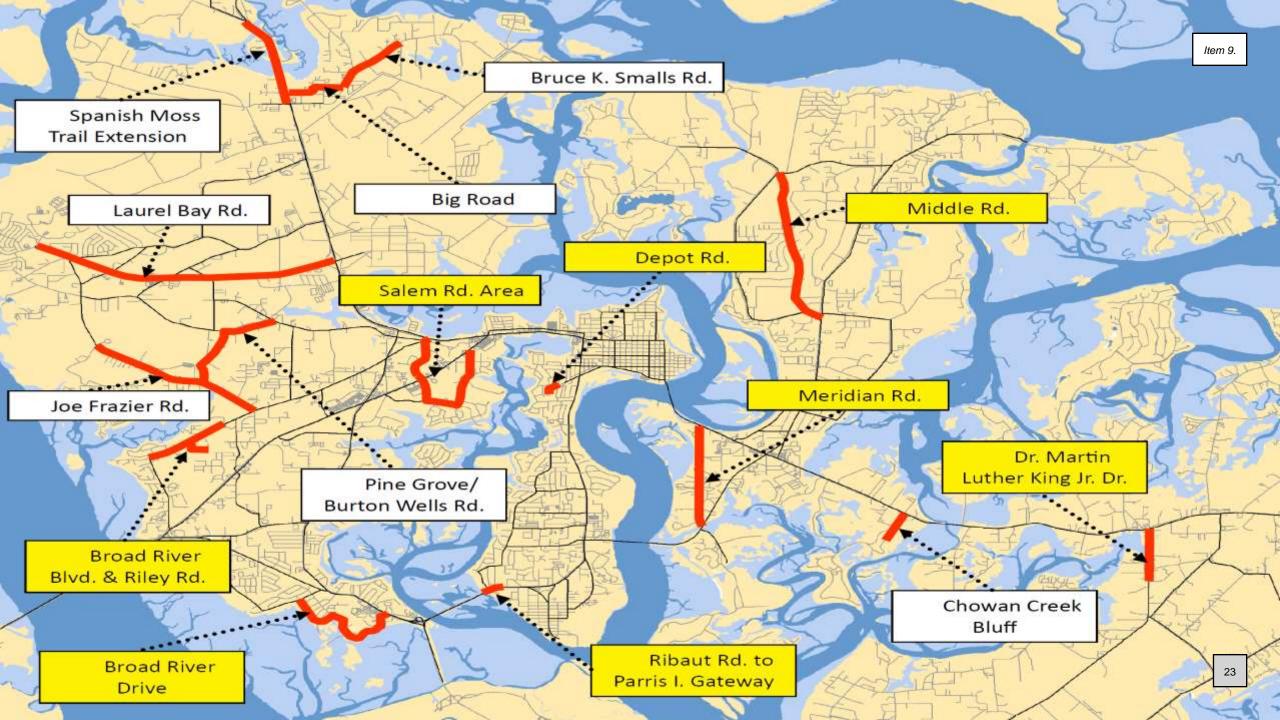
Project Name: Description	Project Cost (Grant Fund)	Project Status	R/W Acquisition	Construction (Start – End)
Airport Frontage Road Phase 1: New access road from Lost Island Road to Sea Island Parkway	\$3,061,150	Completed	Completed	December 2022 - July 2024
Airport Frontage Road Phase 2 – Relocated Little Creek Road: Realignment of Little Creek Road to Lost Island Road	\$2,000,000	In-Design (65%)	4 <sup>th</sup> Qtr. 2024	4 <sup>th</sup> Qtr. 2025 - 4 <sup>th</sup> Qtr. 2026
<b>Beaufort High School Realignment:</b> New access to Beaufort High School	\$8,000,000 (\$190,603.45 expended)	On-Hold		
Hazel Farm Road/Gay Drive: Streetscaping	\$10,200,000	In-Design (60%)	1 <sup>st</sup> Qtr. 2025	2 <sup>nd</sup> Qtr. 2026 - 3 <sup>rd</sup> Qtr. 2027
Lady's Island Middle School Access Road: New Road from the intersection of Sea Island Parkway/Gay Drive to the intersection of Robin Drive/Katy Circle. Close existing Cougar Drive at Sea Island Parkway.	\$7,200,000	In-Design (70%)	3 <sup>rd</sup> Qtr. 2024	2 <sup>nd</sup> Qtr. 2025 - 3 <sup>rd</sup> Qtr. 2026
Mayfair Court: Improvement of existing road and extension to William Street	\$800,000 (\$1,847.75 expended)	On-Hold		
<b>Meadowbrook Drive:</b> New road from Dow Road to Tidewatch Professional Complex	\$1,000,000 (\$114,835.93 expended)	On-Hold		
SC 802 Right-Turn Lane: New right turn lane at the intersection of Sam's Point Road (SC 802) and Sea Island Parkway (US 21 Bus/US 21)	\$789,949	Completed	Completed	January 2021 - June 2021
Sunset Boulevard/Miller Drive West: Streetscaping	\$8,100,000	In-Design (60%)	2 <sup>nd</sup> Qtr. 2025	4 <sup>th</sup> Qtr. 2026 - 1 <sup>st</sup> Qtr. 2028
US 21 Bus/US 21 (Sea Island Parkway) and US 21 (Lady's Island Drive)/SC 802 (Sam's Point Road): Streetscaping, Capacity, and Access Management	\$44,000,000	In-Design (60%)	On-Hold	On-Hold 20

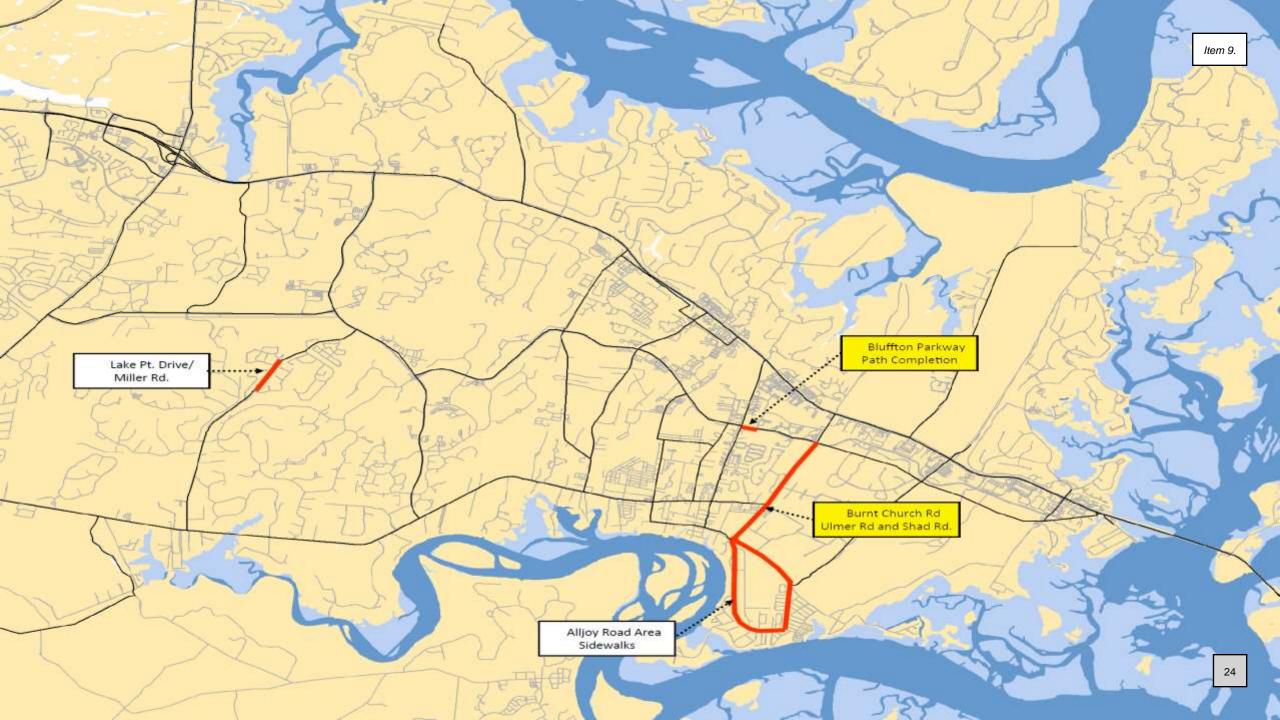
# **Sidewalks and Multi-Use Pathways**











	Project Name: Description	Project Cost (Grant Fund)	Project Status	R/W Acquisition	Construction (Start – End)
	<b>Alljoy Road:</b> 6' sidewalk from Burnt Church Road to Thomas Lawton Drive.	\$2,600,000 (TAP: \$1,177,868.71)	Pre-Construction Design (95%)	N/A	1 <sup>st</sup> Qtr. 2025 - 4 <sup>th</sup> Qtr. 2025
	<b>Big Estate Road:</b> 8' sidewalk from US Highway 17 to Big Estate Circle	\$3,000,000	In-Design (65%)	1 <sup>st</sup> Qtr. 2025	4 <sup>th</sup> Qtr. 2025 - 4 <sup>th</sup> Qtr. 2026
	<b>Bluffton Parkway:</b> 8' sidewalk from existing sidewalk to SC 46 roundabout	\$383,000	Complete	1 <sup>st</sup> Qtr. 2021	October 2023 – December 2023
	Broad River Boulevard/Riley Road: 5' sidewalk from existing sidewalk on Broad River Boulevard and continuing on Riley Road for approximately 2,100 feet	\$1,200,000	In-Design (35%)	3 <sup>rd</sup> Qtr. 2025	2 <sup>nd</sup> Qtr. 2026 - 1 <sup>st</sup> Qtr. 2027
	<b>Broad River Drive:</b> 5' sidewalk from Shell Point Road to Parris Island Gateway	\$2,900,000	In-Design (45%)	2 <sup>nd</sup> Qtr. 2025	3 <sup>rd</sup> Qtr. 2026 - 4 <sup>th</sup> Qtr. 2027
	<b>Burnt Church Road:</b> 10' multi-use pathway from Bridge Street/Alljoy Road to Bluffton Parkway	\$5,103.40	Developed conceptual plan. Removed from program as it is incorporated with the Burnt Church Road Improvement project currently in design		
	<b>Burton Hill Road:</b> 10' multi-use pathway from Old Salem Road to Broad River Boulevard and a proposed crosswalk to connect to the existing pathway on the south side of Broad River Boulevard to Boundary Street	\$2,900,000	In-Design (25%)	3 <sup>rd</sup> Qtr. 2025	4 <sup>th</sup> Qtr. 2026 - 1 <sup>st</sup> Qtr. 2028
	<b>Depot Road:</b> 10' multi-use path from the Spanish Moss Trail to Ribaut Road	\$650,000 (CDBG: \$200,000)	Right-of-Way Acquisition Design (100%)	2 <sup>nd</sup> Qtr. 2024	To be determined
THE PERSON NAMED IN	<b>Dr. Martin Luther King Jr. Drive:</b> 5' sidewalk from Sea Island Parkway to Jonathan Francis Senior Road with a 10' boardwalk over the creek	\$2,300,000	In-Design (70%)	4 <sup>th</sup> Qtr. 2024	4 <sup>th</sup> Qtr. 2025 - 1 <sup>st</sup> Qtr. 2027

#### Item 9.

# Schedule

Project Name: Description	Project Cost (Grant Fund)	Project Status	R/W Acquisition	Construction (Start – End)
Laurel Bay Road: 10' multi-use from the Laurel Bay Military Housing Complex to US 21 (Trask Parkway)	\$4,900,000 (SCDVA Grant: \$3,392,328)	In-Construction	N/A	February 2024 - 4 <sup>th</sup> Qtr. 2024
<b>Meridian Road:</b> 10' multi-use pathway from Lady's Island Drive to Sea Island Parkway	\$3,600,000	In-Design (35%)	4 <sup>th</sup> Qtr. 2024	4 <sup>th</sup> Qtr. 2025 - 1 <sup>st</sup> Qtr. 2027
Middle Road: 8' sidewalk from Walnut Hill Street to Sam's Point Road	\$2,600,000	In-Design (65%)	4 <sup>th</sup> Qtr. 2024	4 <sup>th</sup> Qtr. 2025 - 4 <sup>th</sup> Qtr. 2026
Old Salem Road: 10' multi-use path from proposed Burton Hill Pathway to proposed Salem Road Pathway	\$1,400,000	In-Design (25%)	3 <sup>rd</sup> Qtr. 2025	4 <sup>th</sup> Qtr. 2026 - 1 <sup>st</sup> Qtr. 2028
<b>Ribaut Road:</b> 5' sidewalk from Lenora Drive to the existing sidewalk near Rahn Lane	\$405,800	Complete	2 <sup>nd</sup> Qtr. 2021	February 2023 - July 2023
Salem Road: 8' sidewalk from Robert Smalls Parkway to Old Salem Road	\$2,300,000	In-Design (60%)	1 <sup>st</sup> Qtr. 2025	1 <sup>st</sup> Qtr. 2026 - 1 <sup>st</sup> Qtr. 2027
<b>Shad Avenue:</b> 5' sidewalk/10' multi-use path from Alljoy Road to Ulmer Road	\$1,600,000	In-Design (20%)	1 <sup>st</sup> Qtr. 2026	1 <sup>st</sup> Qtr. 2027 - 1 <sup>st</sup> Qtr. 2028
<b>Stuart Point Road:</b> 8' sidewalk from Delaney Circle to US 21	\$2,700,000 (CDBG: \$200,000)	Right of Way Acquisition Design (100%)	3 <sup>rd</sup> Qtr. 2023	To be determined
<b>Ulmer Road:</b> 10' multi-use path from Shad Avenue to Burnt Church Road	\$1,600,000	In-Design (20%)	1 <sup>st</sup> Qtr. 2026	1 <sup>st</sup> Qtr. 2027 - 1 <sup>st</sup> Qtr. 2028

# **US 278 Corridor Traffic Improvements**







Beaufort County One Cent Tax Program
100 Ribaut Rd Beaufort, SC 29902
(843) 255-2700
www.beaufortcountypenny.com

# TERMINAL UPDATES

















































































































# **ITEM TITLE:**

Recommendation to approve Change Order 1 for HXD Terminal Improvements Phase I (\$3,367,113) to the existing contract value of \$30,898,447.83.

# **MEETING NAME AND DATE:**

Public Facilities & Safety Committee - Nov 18, 2024

### PRESENTER INFORMATION:

Jon Rembold, Airports Director 5 minutes

# **ITEM BACKGROUND:**

On July 15, 2024, County Council approved acceptance of a \$5,000,000 BIL Airport Terminal Program Grant to be used during Phase I of the Terminal Improvements Project. This Change Order will use a portion of those funds. The Airports Board will review and recommend approval of this change order at its monthly meeting scheduled for Nov 21, 2024.

# PROJECT / ITEM NARRATIVE:

This Change Order provides three passenger boarding bridges (jet bridges), new apron lighting, and an emergency response antenna system. These items were not in the initial Phase I budget, and they are important additions to the project. They provide customer comfort and convenience, safety for airline workers, and enhanced communications for first responders.

# **FISCAL IMPACT:**

The total value of this Change Order is \$3,367,113. The grant provides 95% (\$3,198,757.35) of the funding. The remainder (\$168,355.65) is provided by airport revenues. The current contract value is \$30,898,447.83. This change order will bring the contract total to \$34,265,560.83, if approved.

This will be paid through the Projects/Grants GL: 5402-90-0000-57130

# STAFF RECOMMENDATIONS TO COUNCIL:

Approve Change Order 1, funded by the FAA BIL ATP Grant

# **OPTIONS FOR COUNCIL MOTION:**

Motion to approve /deny approval of Change Order 1 for Phase I of the Terminal Improvements Project Next step: County Council Meeting – December 9, 2024

# **RESOLUTION 2024/32**

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

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

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

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

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

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

Adopted this 15th day of July 2024.

Sarah W. Brock, Clerk to Council

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: Joseph Passiment, Chairman

ATTEST:



October 22, 2024

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

RE: Change Order #1

Terminal Improvements – Phase 1 Hilton Head Island Airport

Hilton Head Island, South Carolina

# Dear Mr. Rembold:

Please find attached the above referenced change order in the amount of \$3,367,113.00 and 0 days recommended for approval. This reflects RCO (Request for Change Order) #1 in the amount of \$3,101,278.00 for Gates 2 and 3 Aircraft Equipment (passenger boarding bridges, PC Air, GPU units), RCO #2 in the amount of \$137,838.00 for (2) 35' LED Apron Floodlights (2 and 3 luminaire), and RCO #3 in the amount of \$127,997.00 for a BDA system (emergency response antenna system).

Existing Contract Value:	\$30,898,447.83	
CO #1:	\$3,367,113.00	
New Contract Value:	\$34,265,560.83	
Existing Contract AIP Eligibility:	\$26,630,681.71	86.19%
New Contract AIP Eligibility:	\$29,997,794.71	87.55%

Once approved, we will apply the new AIP eligibility to forthcoming pay applications and will submit a revised summary of eligibility for previously approved pay applications.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Travis Pence, AIA

Enclosures: RCO #1, RCO #2, RCO #3

Trans Waller Person

Cc via e-mail: Steve Parry, Judy Elder, Pat Turney, Tom Mullen, Ryan Genest, John Barker



August 20, 2024

Jon Rembold, Airport Director Hilton Head Island Airport 120 Beach City Rd. Hilton Head Island, SC 29926

RE: Hilton Head Island Airport (HDX) Terminal Improvements - Phase 1 - Edison Foard Project No. 23-2932 RCO-01: Gate 2 & 3 Aircraft Equipment

Jon,

Please find attached Proposed Change Request No. 001. This Proposed Change is being submitted for your acknowledgement of change in scope and approval of cost. Pending your approval, Edision Foard will include the cost for this Proposed Change in a forthcoming Owner Change Order.

Reference the attached cost summary and clarifications for details of cost impacts and descriptions of changes.

The total cost for the change to the Construction Agreement is \$3,101,278. Please indicate your approval of this proposed change by signing in the space below and returning a copy to us as soon as possible. Please do not hesitate to contact our office if you have any questions.

Please contact me with any questions or for additional information.

Sincerely,
Nicholas Roberts

Mikdos Volvo

Project Manager

OWNER APPROVAL	TALBERT, BRIGHT & ELLINGTON, INC.	THE WILSON GROUP ARCHITECTS
	Resident Observer	Transhaller Perra
Signature	Signature	Signature
Date	9/6/2024	9/6/24
Date	Date /	Date



October 16, 2024

Jon Rembold, Airport Director Hilton Head Island Airport 120 Beach City Rd. Hilton Head Island, SC 29926

RE: Hilton Head Island Airport (HDX) Terminal Improvements - Phase 1 - Edison Foard Project No. 23-2932 RCO-02: 35ft LED Apron Floodlights

Jon,

Please find attached Proposed Change Request No. 002. This Proposed Change is being submitted for your acknowledgement of change in scope and approval of cost. Pending your approval, Edision Foard will include the cost for this Proposed Change in a forthcoming Owner Change Order.

Reference the attached cost summary and clarifications for details of cost impacts and descriptions of changes.

The total cost for the change to the Construction Agreement is \$137,838. Please indicate your approval of this proposed change by signing in the space below and returning a copy to us as soon as possible. Please do not hesitate to contact our office if you have any questions.

Please contact me with any questions or for additional information.

Sincerely, Nicholas Roberts

**Project Manager** 

OWNER APPROVAL	TALBERT, BRIGHT & ELLINGTON, INC. Resident Observer	THE WILSON GROUP ARCHITECTS
	Thomas A Mullen	
Signature	Signature	Signature
	10/22/2024	
Date	Date	Date

# Hilton Head Island Airport (HXD) Terminal Improvements - Phase 1



RCO-02

Date: 08/20/24

escription of Work: 35FT Apron Floodlights					
Direct Cost o	of Change				
DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOT
Airside Floodlights 35ft (Quality Electrical Systems) - Furnish	•	•	•	•	
1 and installation of a 2-Luminaire and 3-Luminaire LED apron	0	0	0	116,485	116,4
floodlight pole with 35 foot mounting height					
Light Pole Bases Geotechical (Terracon) - Utility field					
2 exploration, laboratory testing, and engineering at light pole	0	0	0	8400	8,4
locations.	_	_	_	_	
11 Estimating of Change	0	0	0	0	
12 Project Management of Change	110	0	0	0	
13 Project Administrator of Change	0	0	0	0	
14 Scheduling of Change	110	0	0	0	
15 Supervision of Change	0	0	0	0	
16 Expendable Tools( 5% of EFI direct labor)	0	0	0	0	
17 Rough Hardware	0	0	0	0	
18 Construction Cleaning( % of direct costs 1-10)	1,249	624	0	0	1,
19 Dumpster( % of direct costs 1-10)	0	0	150	0	
20 Final Clean	0	0	0	0	
21 Record Drawings/O&M	0	0	0	0	
22 Punch List	165	0	0	0	
23 Plans/Printing/Document Control	0	0	0	0	
24 Permits/RTAP/AHJ Fees	0	0	0	0	
25 Overtime Adjustment	0	0	0	0	
General Conditions/	Field Overhea	ıd			
1 Supervision   Truck/Fuel/Tech(40 hr/wk)	0	0	0	0	
2 Night shift Premium	0	0	0	0	
3 Gen Supt   Truck/Fuel/Tech(4 hr/wk)	0	0	0	0	
4 Project Mgr   Auto/Fuel/Tech(16 hr/wk)	0	0	0	0	
5 APM   Auto/Fuel/Tech(16 hr/wk)	0	0	0	0	
6 Project Assistant (4 hr/wk)	0	0	0	0	
7 Field Office/Storage	0	0	0	0	
8 Temp Toilets(2 ea)	0	0	0	0	
9 Temp Power/Water	0	0	0	0	
10 Permanent Power/Water(optional)	0	0	0	0	
SUBTOTALS >>>	1,634	624	150	124,885	127.
5.00% PAYROLL T & I	735	N/A	N/A	N/A	•
7.00% SALES TAX	N/A	44	11	N/A	
SUBTOTALS >>>	2.369	668	161	124,885	128.
	CONTRACTOR			10.00%	,
	-CONTRACTOR			5.00%	6.
, == ,			TOTAL >>>		134,
	Р	ROJECT INSUF		1.37%	1,
	•		EMIUM >>>	1.00%	1,
,	QUOTE >>>	20.12110		1.0070	\$137
Non - Compensable (		me Extension	Required >>>		0
·	Calendar Day Ti		•		0
•	Proposal expire		•	ays.	U

<sup>1)</sup> This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.

- 2) Excluded from this proposal is any work not specifically mentioned herein. It is the Designer's responsibility to inquire about work not described.
- 3) Excluded from this proposal is any work not intentionally identified by Designer with clouded/bubbled notations on drawings.
- 4) Allowance accounts, if used, are for work not clearly defined or quantifiable. Once actual cost is known, the added allowance account will be reconciled.
- 5) Edison Foard is excluding any and all design responsibility and/or liability regardless if Edison Foard has offered a design suggestion herein. It is the Designer's responsibility to review and approve same.
- 6) Upon receipt of written acceptance(NTP), Edison Foard reserves the right to amend the Time component of this change once the actual impact is known.

Form Updated 01/08/24



Bill To:

Edison Foard PO Box 19888

Charlotte, NC 28219-0888

# Proposed Change Oruer

Proposal Date: 7/25/2024 Proposal #: 6731

Project:

HHI airport

Change Order Number:

Rate

Total

QTY.

**Description** 

Add Alternate #12- 35 foot pole light with 3 heads Labor Materials - boxes, connectors, conduit, wire, and etc Materials- pole with fixtures Materials- tax Materials- pole base allowance (to be engineered by others) Materials- freight Boring with PVC conduit Equipment Rental - bucket truck subcontractor to stand up pole light Bond increase Mark-up Subtotal	55 1 1 1 1 1 1 1 1	50.00 1,855.00 9,855.00 820.00 5,000.00 3,000.00 15,825.00 6,500.00 1,760.00 8,795.00	2,750.00 1,855.00 9,855.00 820.00 5,000.00 3,000.00 15,825.00 6,500.00 1,760.00 8,795.00 69,185.00
Add Alternate #13- 35 foot pole light with 2 heads Labor	35	50.00	1,750.00
Materials - boxes, connectors, conduit, wire, and etc Materials- pole with fixtures	1 1	850.00 8,500.00	850.00 8,500.00

Total

Phone:	Fax:	E-mail
(843)521-2054	(843)521-2053	qes@islc.net



Bill To:

Edison Foard PO Box 19888

Charlotte, NC 28219-0888

# Proposed Change Oruei

Proposal Date: 7/25/2024 Proposal #: 6731

Project:

HHI airport

Change Order Number:

Description	QTY.	Rate	Total
Materials- tax Materials- pole base & installed allowance (to be engineered by others) Materials- freight Boring with PVC conduit Equipment Rental - bucket truck subcontractor to stand up pole light Bond increase Mark-up Subtotal	QTY.  1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Rate 655.00 5,000.00 3,000.00 13,825.00 6,500.00 1,205.00 6,015.00	655.00 5,000.00 3,000.00 13,825.00 6,500.00 1,205.00 6,015.00 47,300.00

Total \$116,485.00

Phone:	Fax:	E-mail
(843)521-2054	(843)521-2053	qes@islc.net

Page 2 92



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

October 16, 2024

Edison Foard, Inc. PO Box 19888 Charolette, NC 28219-0888

Attn: Nicholas Roberts

P: (972) 342-6940

E: Nroberts@edisonfoard.com

**RE:** Proposal for Geotechnical Engineering Services

HXD Light Pole Bases - HHA

120 Beach City Road

Hilton Head Island, SC 29926

Edison Foard

Dear Mr. Roberts,

We appreciate the opportunity to submit this proposal to Edison Foard, Inc. to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A Project Understanding
Exhibit B Scope of Services

Exhibit C Compensation and Project Schedule

Exhibit D Site Location

Exhibit E Anticipated Exploration Plan

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

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

Sincerely,

**Terracon Consultants, Inc.** 

Reagan Woods, EIT

Staff Geotechnical Engineer

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

Senior Consultant



# **Exhibit A - Project Understanding**

Our Scope of Services is based on our understanding of the project as described by Edison Foard and the expected subsurface conditions as described below. We have visited the project site to observe the existing site conditions. Aspects of the project, undefined or assumed, are <a href="highlighted">highlighted</a> as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

# Planned Construction

Item	Description
Information Provided	The following were provided by the client via email communication on October 8, 2024.  o Conceptual Site Map
Project Description	The project will consist of six (6) HXD light poles for the airside apron at the Hilton Head Island Airport.
Proposed Structure	The proposed structure will be monopoles ranging from 35 to 50 feet tall.
Maximum Loads	No loading information has been provided at this time. Terracon requests loading information from client.

# Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at the Hilton Head Island Airport at 120 Beach City Road in Hilton Head Island, SC 29926.  Latitude: 32.2263°, Longitude: -80.6986°
Existing Improvements	It is assumed underground utilities are in the vicinity of the proposed test locations.
Current Ground Cover	The future locations of the six light poles are in green space.
Existing Topography	Relatively level.
Site Access	The site is assumed to be accessible by Terracon's truck- mounted drill rig <b>without limited site clearing.</b>



# **Exhibit B - Scope of Services**

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

# Field Exploration

Number of Exploration Locations	Type of Exploration	Planned Exploration Depth (feet) <sup>1</sup>	Planned Location <sup>2</sup>
3	CPT Sounding	35	Light Pole Locations

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

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet.

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

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

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

HXD Light Pole Bases - HHA | Hilton Head Island, SC 29926 October 16, 2024 | Edison Foard



# Safety

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

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

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities with legible paint markings on the ground within the area to be explored, Terracon can retain the services of a private utility contractor for this purpose. Fees associated with the additional services are included in our current Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

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

# Engineering and Project Delivery

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

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of boring
- Site Location and Exploration Plans
- Subsurface exploration procedures

HXD Light Pole Bases - HHA | Hilton Head Island, SC 29926 October 16, 2024 | Edison Foard



- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Allowable lateral passive pressure
- Maximum lateral pressure limit

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

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

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



# **Exhibit C - Compensation and Project Schedule**

# Compensation

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

Task	Lump Sum Fee
Private Utility Locating Services, Subsurface Exploration, Geotechnical Consulting and Reporting	\$8,400

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

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

# Project Schedule

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

HXD Light Pole Bases - HHA | Hilton Head Island, SC 29926 October 16, 2024 | Edison Foard



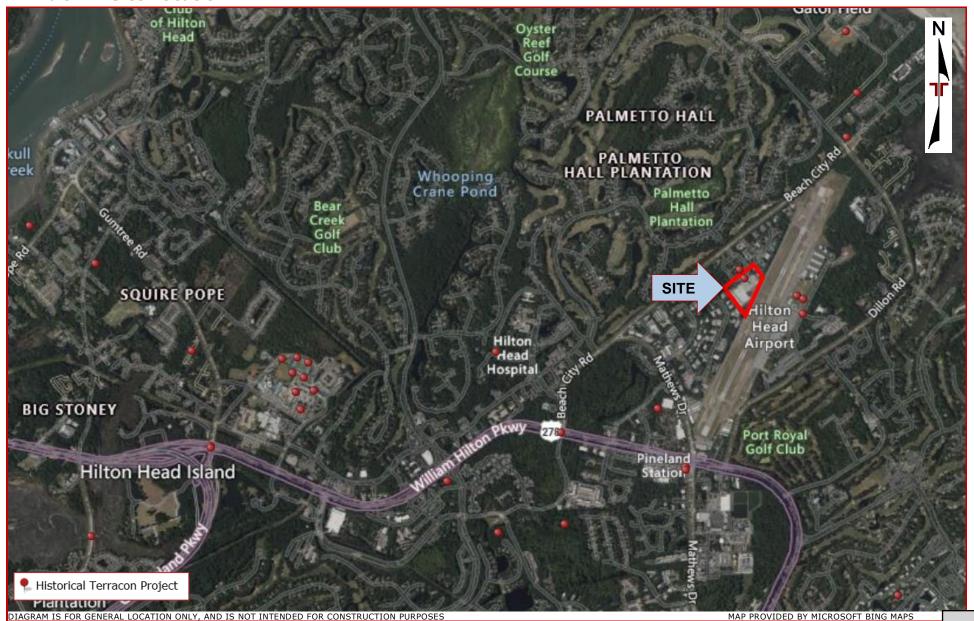
Delivery on Compass	Schedule <sup>1, 2</sup>
Kickoff Call with Client	2 days after notice to proceed
Site Characterization	20 days after notice to proceed
Geotechnical Engineering	25 days after notice to proceed

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

HXD Light Pole Bases - HHA | Hilton Head Island, SC 29926 October 16, 2024 | Edison Foard



# **Exhibit D - Site Location**



HXD Light Pole Bases - HHA | Hilton Head Island, SC 29926 October 16, 2024 | Edison Foard



# **Exhibit E – Anticipated Exploration Plan**





Reference Number: PHG245090

# **AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Edison Foard, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the HXD Light Pole Bases -HHA project ("Project"), as described in Consultant's Proposal dated 10/16/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services. The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- **9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Page 1 of 2 Rev. 1 10



Reference Number: PHG245090

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE: LOSS OF USE OR OPPORTUNITY: LOSS OF GOOD WILL: COST OF SUBSTITUTE FACILITIES. GOODS, OR SERVICES: COST OF CAPITAL: OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to South Carolina law.
- 12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in
- 13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal. Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a quarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	Terracon Consultants, Inc.	Client:	Edison Foard, Inc.	
Ву:	Date: 10/16/2024	Ву:	Date:	
Name/Title:	Kyle Turner / Office Manager	Name/Title:	Nicholas Roberts / Project Manager	
Address:			PO Box 19888	
			Charlotte, NC 28219-0888	
Phone:	(843) 258-7070 Fax:	Phone:	Fax:	
Email:	Kyle.Turner@terracon.com		nroberts@edisonfoard.com	

Page 2 of 2 Rev 1



October 4, 2024

Jon Rembold, Airport Director Hilton Head Island Airport 120 Beach City Rd. Hilton Head Island, SC 29926

RE: Hilton Head Island Airport (HDX) Terminal Improvements - Phase 1 - Edison Foard Project No. 23-2932 RCO-03: BDA System

Jon,

Please find attached Proposed Change Request No. 003. This Proposed Change is being submitted for your acknowledgement of change in scope and approval of cost. Pending your approval, Edision Foard will include the cost for this Proposed Change in a forthcoming Owner Change Order.

Reference the attached cost summary and clarifications for details of cost impacts and descriptions of changes.

The total cost for the change to the Construction Agreement is \$127,997. Please indicate your approval of this proposed change by signing in the space below and returning a copy to us as soon as possible. Please do not hesitate to contact our office if you have any questions.

Please contact me with any questions or for additional information.

Sincerely,

Nicholas Roberts

**Project Manager** 

OWNER APPROVAL	TALBERT, BRIGHT & ELLINGTON, INC.	THE WILSON GROUP ARCHITECTS
	Resident Observer	
	Thomas A Mullen	Trans Waller Perso
Signature	Signature	Signature
	10/22/2024	10/22/24
Date	Date	Date

Date: 10/04/24

# Hilton Head Island Airport (HXD) Terminal Improvements - Phase 1



RCO-03

Description of Work: BDA System

Direct Cost of Change					
DESCRIPTION	LABOR	MATL	EQUIP	SUBC	TOTAL
1 BDA System (Quality Electrical Systems) - Furnish and install BDA System.	0	0	0	115,916	115,916
11 Estimating of Change	0	0	0	0	0
12 Project Management of Change	110	0	0	0	110
13 Project Administrator of Change	0	0	0	0	0
14 Scheduling of Change	110	0	0	0	110
15 Supervision of Change	0	0	0	0	C
16 Expendable Tools( 5% of EFI direct labor)	0	0	0	0	C
17 Rough Hardware	0	0	0	0	C
18 Construction Cleaning( % of direct costs 1-10)	1,159	580	0	0	1,739
19 Dumpster( % of direct costs 1-10)	0	0	150	0	150
20 Final Clean	0	0	0	0	C
21 Record Drawings/O&M	0	0	0	0	C
22 Punch List	165	0	0	0	165
23 Plans/Printing/Document Control	0	0	0	0	0
24 Permits/RTAP/AHJ Fees	0	0	0	0	C
25 Overtime Adjustment	0	0	0	0	C
General Condition	s/Field Overhea	d			
1 Supervision   Truck/Fuel/Tech(40 hr/wk)	0	0	0	0	C
2 Night shift Premium	0	0	0	0	C
3 Gen Supt   Truck/Fuel/Tech(4 hr/wk)	0	0	0	0	C
4 Project Mgr   Auto/Fuel/Tech(16 hr/wk)	0	0	0	0	C
5 APM   Auto/Fuel/Tech(16 hr/wk)	0	0	0	0	(
6 Project Assistant (4 hr/wk)	0	0	0	0	(
7 Field Office/Storage	0	0	0	0	(
8 Temp Toilets(2 ea)	0	0	0	0	C
9 Temp Power/Water	0	0	0	0	C
10 Permanent Power/Water(optional)	0	0	0	0	(
SUBTOTALS >>>	1,544	580	150	115,916	118,190
45.00% PAYROLL T & I	695	N/A	N/A	N/A	695
7.00% SALES TAX	N/A	41	11	N/A	51
SUBTOTALS >>>	2,239	620	161	115,916	118,935
FEE FO	R CONTRACTOR-	PERFORMED	WORK >>>	10.00%	302
FEE FOR SU	B-CONTRACTOR-	PERFORMED	WORK >>>	5.00%	5,796
				125,033	
	PI	ROJECT INSUF	RANCE >>>	1.37%	1,713
		BOND PRI	EMIUM >>>	1.00%	1,250
	QUOTE >>>		_		\$127,99
Non - Compensable Calendar Day Time Extension Required >>>				5	
Compensable Calendar Day Time Extension Required >>> 0					
	Proposal expire	s in	30 d	ays.	

<sup>1)</sup> This entire proposal shall become part of any future Change Order. Edison Foard reserves the right to claim and recover impact costs in the event the cumulative total of Change Orders on this project is so significant to be disruptive and to cause inefficiencies. This proposal is subject to review and revision if not accepted in writing within the time period stated herein.

- 2) Excluded from this proposal is any work not specifically mentioned herein. It is the Designer's responsibility to inquire about work not described.
- 3) Excluded from this proposal is any work not intentionally identified by Designer with clouded/bubbled notations on drawings.
- 4) Allowance accounts, if used, are for work not clearly defined or quantifiable. Once actual cost is known, the added allowance account will be reconciled.
- 5) Edison Foard is excluding any and all design responsibility and/or liability regardless if Edison Foard has offered a design suggestion herein. It is the Designer's responsibility to review and approve same.
- 6) Upon receipt of written acceptance(NTP), Edison Foard reserves the right to amend the Time component of this change once the actual impact is known.

Form Updated 01/08/24



Bill To:

Edison Foard PO Box 19888

Charlotte, NC 28219-0888

# Proposed Change Oruer

Proposal Date: 9/11/2024 Proposal #: 6759

Project:

HHI airport

Change Order Number:

Description	QTY.	Rate	Total
BDA per MCA quote BDA tax for MCA quote BDA per MCA quote for survey BDA per JCI quote fro F/A tie in Labor to install conduits and power allowance Materials - conduit, wire, and etc allowance Bond increase allowance Equipment Rental allowance Subtotal 15% Mark-up OH & P	1 1 1 1 1 1	71,221.80 4,985.53 1,500.00 1,694.00 8,500.00 2,895.00 1,500.00	71,221.80 4,985.53 1,500.00 1,694.00 8,500.00 2,895.00 1,500.00 100,796.33 15,119.45

**Total** 

\$115,915.78

Phone:	Fax:	E-mail
(843)521-2054	(843)521-2053	qes@islc.net



### 315 Kitty Hawk Drive, Morrisville NC 27560

Site Name: Hilton Head Airport Date: 10/3/2024 Site Address: 120 Beach City Rd Version: 1.2 Site City: Hilton Head Island CRM: 21514666599 IWS Sales Rep: Tom Ulrich Site State: SC Site Zip: 29926 IWS Sales Phone IWS Sales Email: **Purchasing Company** Purch. Contact Email: Purchasing Contact: Purch. Contact Phone:

#### Description of Work

Quote for turn-key install of IFC510 ERRCS for Hilton Head Airport Expansion only. The system will work with the Palmetto 800 Mhz and Beaufort public safety frequencies. 12 Hour battery backup included. This quote is valid only for One Deployment. Any Re-deployment installation work will have to re-quoted.

#### General Terms

Type of Quote: FirmFixed

Quote Validity: Quotation valid for 90 days from Quotation Date if Firm Fixed; Budgetary Quotes need to be finalized before PO.

Tax Terms: If sales tax is not included in the Tax field, applicable state and local sales tax will be added at time of invoicing. If sales tax is included in the Tax field, it is subject to change according to current sales tax laws at the time of invoicing. Tax exempt or reseller certificates will need to be provided for tax exempt status

Shipping Terms: Prepay and Add - Standard FedEx Service

Freight On Board: Morrisville, NC

Labor Warranty: 12 months from date of completion

**Equipment Warranty: OEM Passthrough** 

Cancellation: Cancelled PO's are subject to 10% equipment restocking fee and any unreturnable equipment due will be invoiced at full cost.

Payment Terms: See attached Terms & Conditions Document

Financial Proposal	<u>Item</u>	<u>Description</u>	Price
	1	Equipment Subtotal	\$ 23,981.91
	2	Installation Subtotal	\$ 26,578.99
	3	Project Management Subtotal	\$ 11,624.57
	4	Engineering Services Subtotal	\$ 6,935.37
	5	Freight	\$ 503.62
	6	Permitting	\$ 1,597.34
	7	Total Before Tax	\$ 71,221.80
	8	Tax	
	9	Total After Tax	
Assumptions & Limitations			

#### General

Quote is based on total of 43835 Sq. Ft.

The quotation is based on the scope of work and drawings provided by the Customer.

The customer will coordinate implementation approval from the Facility Owner

As-builts and submittal package including benchmark results will be provided to owner at completion of project

System frequencies & technologies are limited to those specified by the equipment manufacturer.

# Public Safety

For VHF, UHF, 700 MHz, 800 MHz quotes, the customer is responsible for verifying the frequencies required, channels required, and system design with the AHJ.

Facility Owner is responsible for all cabling & conduit between DAS and Fire Alarm Panel, the cost of which is excluded from this quote.

All indoor coax & fiber installed in plenum space is plenum rated. No coaxial or fiber cable in this quotation is rated for burn survivability nor installed in conduit. For burn survivability and conduit, please request a re-quote.

Fire Alarm interface installation and programming provided by others and is not included in this quote

The Fire Alarm Panel Interface Relay contacts are to be Normally Open.

The Fire Alarm Panel Interface Relays must support 6 alarm inputs.

Venue is responsible to have Fire Alarm Control Panel Relay delivered to within 3' of the PS Repeater and BBU.

Venue shall have Fire Alarm Contractor Program Relay Definitions into Control Panel.

BDA equipment has alarm contacts that comply with IFC section 510- Any additional contacts will result in a change order

Design assumes -95dBm RSSI over 95% of the coverage area.

Design assumes -95 dBm RSSI with 99% reliability for critical areas as defined by local NFPA/IFC requirements.

Design Assumes a grid test consisting of 20 measurements per floor will be acceptable for final inspection results per NFPA requirements.

Remote Monitoring of Alarms by MCA is not included in quote.

As-builts and submittal package including benchmark results will be provided to owner at completion of project

Rooftop Donor signal control channel is at least -75 dBm at the donor antenna

This proposal assumes the donor signal is consistent and does not fluctuate more than 6 dB (+/- 3 dB), as measured outside of the building.

MCA cannot be held responsible for failing amplifiers at the tower providing inconsistent donor signals. The proposal assumes steady/consistent output power from the donor tower.

Sidewall Mounting of the Donor Antenna is allowed by the building owner and will not require stealthing. Roof Penetration and weather sealing is to be provided by the venue and is not included in this quote.

Customer will provide a suitable Fire-Rated room if required by code.

#### Implementation

Union labor is not included in this quote.

Asbestos abatement is not included in this quote. Customer must disclose the presence of any known asbestos.

The facility has built-in ladders/stairs for accessing the roof and pulley/mechanical lift will be provided to place materials on roof.

Elevator Service is assumed to be available for movement of materials and personell.

Roof penetrations for donor lines are either existing and accessible or will be provided by the venue

Antennas on Roof or Side of building do not require Stealthing.

All proposed cable paths are accessible via drop ceiting tiles, crawl space, or access panels. J-hooks or existing cable tray will be used to support coaxial cable above ceiting. Conduit, cable tray, and raceway are not included with this quote.

Riser Space between floors is available. Coring between floors is excluded from this quote

Adequate space for the equipment exists and is authorized for use within existing Telecom closets.

Ladders in excess of 10' are not required.

Adequate Electrical Service and Grounding is available within 6' of the active equipment locations.

If multiple buildings are to be served, this quote assumes that Customer has existing conduit pathways between buildings and that they have space and are servicable.

Any damage after installation caused by other trades will result in a change order.

Installation services will be conducted during normal business hours (8 am to 5 pm, Monday through Friday). Patching and painting not included in quote- assumes access panels will be available for access to ceiling

Phasing is not included in quotation. Quote assumes work will be completed in one deployment. Any additional phasing requirements/trips will result in a change order.

Customer will provide a lift on site.

#### Scope of Work

Quote for turn-key install of IFC510 ERRCS for Hilton Head Airport Expansion only. The system will work with the Palmetto 800 Mhz and Beaufort public safety frequencies. 12 Hour  $battery\ backup\ included.\ This\ quote\ is\ valid\ only\ for\ One\ Deployment.\ Any\ Re-deployment\ installation\ work\ will\ have\ to\ re-quoted$ 





Date: 8/30/2024

Quality Electric Systems 40 Scipio Road Beaufort, SC 29906 Attn: Garry Brigmon

**Project: HHI BDA Fire Alarm Connection** 

**Scope of Work:** 

Scope of Work:

Pricing is for Johnson Controls (JCI) to provide Fire Alarm Interface to the Bi-Directional Amplifier (BDA) system for the Hilton Head Airport.

Pricing includes the following:

Two (2) M300DJ Fire Alarm Addressable Modules

Quote includes installation and commissioning of the above mentioned addressable modules for Fire Alarm Connection to BDA.

# Total Price: \$1,694

Notes to this proposal:

All prices are based on work being completed during normal business hours.

#### **CUSTOMER ACCEPTANCE:**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values		
Item #	Description	%
1	Mobilization/Deposit	10%
2	Design/Engineering	15%
3	Materials/Goods/Equipment	35%
4	Installation	30%
5	Commissioning	10%

This offer shall be void if not accepted in writing wit	hin thirty (30) days from the date first set forth above.	
To ensure that JCl is compliant with your company's billing requirements, please provide the following information:		
PO is required to facilitate billing:		
☐ <b>No</b> : This signed contract satisfies requirement	☐Yes: Please reference this PO Number	
AR Invoices are accepted via e-mail:	☐ Yes: E-mail address to be used:	
	☐ No: Please submit invoices via mail	
	□ No: Please submit via	

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until 10/2/2024

#### **Customer:**

#### JOHNSON CONTROLS, INC.

	nallenberger
Title: Sr. Acco	ount Executive
Title SI. Acc	ount Executive

Cell: 828-421-0921 Email: brian.shallenberger@jci.com

P.O. Number:

#### STANDARD INSTALL TERMS AND CONDITIONS - U.S.A./CANADA

"JCI" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement" resulting from JCI's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JCI and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JCI, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. JCI's obligation is limited to the scope of work set forth in JCI's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JCI be required to perform any work JCI reasonably believes is outside the scope of work without a written change order signed by Purchaser and JCI. In the performance of the work, if JCI encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or preexisting conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JCI shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JCI's costs of, or time required for, performance of any part of the work, JCI shall be entitled tom and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to such hazards or substances without JCI's express written consent.
- 2. DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JCI pursuant to the progress billing schedule of values set forth in JCI's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JCI will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JCI progressbased billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or JCI otherwise performs services at the premises following suspension, those services shall

Item 11.

governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment not JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute. JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices for products covered by this proposal may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment and regardless of Purchaser's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements

- 3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. LIMITED WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) monthly from delivery of said equipment, or if installed by JCI, for a period of twelve (12) months from installation, whichever occurs first. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through JCI owned and operated branches, JCI also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at https://www.johnsoncontrols.com/yearoneservice (collectively, "Year One Service"). JCI will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the thirdparty manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.
- 5. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.
- 6. TAXES/TARIFFS. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, Purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.
- 7. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI. 8. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
- 9. SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.
- 10. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwauke

Item 11.

Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Purchaser will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include JCI claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

- 11. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
- 12. INDEMNITY. To the fullest extent permitted by law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.
- 13. PATENTS. JCI shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JCI prompt written notice of any such Claim, (ii) Purchaser gives JCI full authority to defend or settle any such Claim, and (iii) Purchaser gives JCI proper and full information and assistance, at JCI's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JCI will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JCI does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JCI, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JCI, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JCI and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JCI's indemnity obligation herein.
- 14. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
- 15. PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.
- 16. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date

Item 11.

by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. FAR. In the United States, JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

18. DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI the right to collect, transfer, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

19. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at

www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began. 20. PRIVACY.

- (a) JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.
- (b) JCI as Controller: JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.
- 21. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 22. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

#### **ITEM TITLE:**

RESOLUTION TO ACCEPT SCAC GRANT 24-062 IN THE AMOUNT OF \$1,387,747.00 FOR ARW HANGAR CONSTRUCTION PROJECT (SITE DEVELOPMENT)

#### **MEETING NAME AND DATE:**

Public Facilities and Safety Committee; November 18, 2024

#### PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

#### **ITEM BACKGROUND:**

The Airports Board will review and recommend approval of SCAC Grant 24-062 at its monthly meeting scheduled for Nov 21, 2024.

#### **PROJECT / ITEM NARRATIVE:**

Beaufort Executive Airport has a crisis-level shortage of hangar space. All hangars are occupied, and there is a 68-person waiting list. The construction of new hangars is necessary to provide Beaufort County citizens with much-needed aircraft hangar space. SC Aeronautics Commission recognizes hangar development as a project that will help to increase the viability of a general aviation airport and supports this effort.

#### **FISCAL IMPACT:**

Total Project Cost (\$1,982,495.00). Project Funding Sources include:

- (70%) SCAC Grant 24-062 \$1,387,747.00

- (30%) Sponsor Share \$594,748.00 (designated ARPA funds)

GL Code 5102-90-0000-57130 | Current Encumbered Balance for the Project: \$1,982,495.00

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the proposed Resolution to accept SCAC Grant 24-062 in the amount of \$1,387,747.00 for ARW Hangar Construction Project (Site Development)

#### **OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny the proposed Resolution to accept SCAC Grant 24-062 in the amount of \$1,387,747.00 for ARW Hangar Construction Project (Site Development)

Next step: County Council Meeting - December 9, 2024

#### **RESOLUTION 2024/**

## A RESOLUTION TO ACCEPT SCAC GRANT 24-062 FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT HANGAR CONSTRUCTION PROJECT (SITE DEVELOPMENT)

**WHEREAS**, the South Carolina Aeronautics Commission (SCAC) recognizes hangar development as a project that increases the viability of an airport and has approved a grant for the Beaufort Executive Airport Hangar Construction Project (Site Development); and

WHEREAS, the Beaufort Executive Airport has a crisis-level shortage of hangar space; and

WHEREAS, all the hangars at the Beaufort Executive Airport are occupied, and

WHEREAS, there is a 68-person hangar waiting list at the Beaufort Executive Airport; and

**WHEREAS**, the Beaufort Executive Airport Hangar Construction Project is necessary to provide Beaufort County citizens with much-needed aircraft hangar space; and

**WHEREAS**, the grant will be used to fund the site development of the Beaufort Executive Airport Hangar Construction Project. The total SCAC grant is \$1,387,747.00.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept SCAC Grant 24-062 funding for Beaufort Executive Airport Hangar Construction Project (Site Development).

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



2553 Airport Boulevard West Columbia, SC 29170 (803) 896-6262 www.aeronautics.sc.gov

Henry D. McMaster GOVERNOR

Gary W. Siegfried EXECUTIVE DIRECTOR Aeronautics Commission

> Delphin A. Gantt, Jr CHAIRMAN

> > Anne Esposito
> > DISTRICT 1

Denise Bryan, CM DISTRICT 2

Skeets Cooper DISTRICT 3

Terry Connorton
DISTRICT 4

Charles "Doug" Barnes
DISTRICT 5

Marco Cavazzoni DISTRICT 6

Christopher Bethea
DISTRICT 7

October 21, 2024

Mr Jon Rembold, CM, Airports Director Beaufort Executive Airport (ARW) 39 Airport Circle Beaufort, South Carolina 29907

Re: South Carolina Aeronautics Commission

SCAC Grant No: 24-062

Beaufort Executive Airport (ARW)

Project Description: Develop Site for Hangar Construction

(Construction)

Dear Mr Rembold,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your grant application and awarded \$1,387,747 to Beaufort County for the Develop Site for Hangar Construction (Construction) project at the Beaufort Executive Airport (ARW).

This grant was approved based on your representation of local funding participation and your ability to proceed promptly with the project.

This project qualifies for **State and Local** government funds. Project costs and funding are as follows:

 Federal Funds
 \$ 0,000

 State Funds
 \$ 1,387,747

 Airport Sponsor Funds
 \$ 594,748

 Total Project Cost
 \$ 1,982,495

Please execute the enclosed grant agreements and return one hard copy original to SCAC at your earliest convenience. These agreements must be executed by the organization representative with authority to accept grants of this amount.

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

Gary W. Siegfried, PE Executive Director

Encl: Grant Agreements (Two copies)



## GRANT AGREEMENT (CONSTRUCTION) PART 1 - OFFER

Date of Offer: October 21, 2024 Project / Grant No.: 24-062

To: <u>Beaufort County</u> (referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC")

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated <u>September 25, 2024</u> for the grant of State Funds for a project for development of the <u>Beaufort Executive Airport (ARW)</u> together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and / or tasks:

#### **Develop Site for Hangar Construction (Construction)**

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

Funding Source	 Amount
Federal	\$ 000,000
State	\$ 1,387,747
Sponsor	\$ 594,748
Other	\$ 000,000

for a total cost of \$1,982,495 subject to the following:

- The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall
  not exceed \$1,387,747 which all parties to this Agreement understand may be subject to the prior
  and continuing approval of the State Fiscal Accountability Authority and the General Assembly and
  its component review committees.
- 2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
- 3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
- The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA

Printed Name and Title of Authorized Official

SOUTH CAROLINA AERONAUTICS COMMISSION

10 / 21 / 2024

Gary W. Siegfried, Executive Director

South Carolina Aeronautics Commission

ACCEPTANCE OF GRANT

Signature of Sponsor

Legal Authority to Execute this Grant

#### PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

- 1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.
- In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.
- 3. Sponsor shall:
  - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
  - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
  - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
  - d. Submit all planning and construction documents to SCAC for review and approval; and
  - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
    - → new, upgraded, deactivated, or repurposed airfield pavement and lighting;
    - land acquisition or releases, including easements;
    - → major obstruction clearing;
    - → new, upgraded, or downgraded instrument procedures; and
    - > new, revised, or expanded airport-related zoning ordinances.
- 4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

- 5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
- Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
- 7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
- 8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
- 9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
  - FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
  - Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.

10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

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- → 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- → Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- → 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- the height of objects around airports,
- > communication, visibility, and bird strike hazards,
- incompatible land uses in the Runway Protection Zone (RPZ); and
- → if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

- 11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
  - Paper of at least 24 inch by 36-inch size sheet(s);
  - → Portable Document Format (PDF) electronic file(s).
  - → GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
  - → CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

- 12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
- 13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

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materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

- 14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free completive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
- 15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
- 16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
- 17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
- 18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

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- 19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
- 20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

#### PART III - ACCEPTANCE

representations, warranties, covenants Application and incorporated materials raccept said Offer and by such acceptance	, sponsor ass referred to in	surances and the foregoing	agreements Offer and do	es hereby unconditionally
Executed thisday of_		, 20		
(Name of Sponsor)				
(Signature By)				
(Title)				
(Seal)				
Attest				
Title				
CERTIFICATE OF SPONSOR'S ATTORNEY				
	the foregoing on, and find the	Grant Agreem Acceptance b	nent and the p y Sponsor has	proceedings taken by said been duly authorized and
that the execution thereof is in all respect South Carolina, and further that, in my obligation of the Sponsor in accordance w	opinion, said	l Grant Agree		
Dated this day	of	, 20	_	
Signature By			_	
Title				

#### **EXHIBIT A**

#### AFFIDAVIT OF NON-COLLUSION

(To be completed by the Project General Contractor)

### 

Signature By\_\_\_\_\_

Notary Public for \_\_\_\_\_

#### **ITEM TITLE:**

RECOMMENDATION TO APPROVE A RESOLUTION TO ADOPT THE HILTON HEAD ISLAND AIRPORT WILDLIFE MANAGEMENT POLICY

#### **MEETING NAME AND DATE:**

Public Facilities & Safety Committee; November 18, 2024

#### PRESENTER INFORMATION:

Jon Rembold, C.M. Airports Director

(5 minutes)

#### **ITEM BACKGROUND:**

The Airports Board reviewed and recommended the approval of a resolution to adopt the Hilton Head Island Airport Wildlife Management Policy at its monthly meeting on October 17, 2024.

#### **PROJECT / ITEM NARRATIVE:**

The safety and security of our passengers, staff, and aircraft are our top priorities at the Hilton Head Island Airport. To maintain a safe environment and comply with aviation regulations, we are implementing a strict policy prohibiting the feeding of any animals on or near airport grounds.

#### **FISCAL IMPACT:**

There is no fiscal impact to the airport

#### STAFF RECOMMENDATIONS TO COMMITTEE:

Staff recommends the approval of a resolution to adopt the Hilton Head Island Airport Wildlife Management Policy

#### **OPTIONS FOR COMMITTEE MOTION:**

Motion to approve /deny a resolution to adopt the Hilton Head Island Airport Wildlife Management Policy Move forward to Council for Approval on December 9, 2024

#### RESOLUTION 2024/\_\_\_\_

## A RESOLUTION TO ADOPT THE HILTON HEAD ISLAND AIRPORT (HXD) WILDLIFE MANAGEMENT POLICY

**WHEREAS**, The safety and security of the passengers, staff, and aircraft are top priorities at the HXD; and

**WHEREAS**, To maintain a safe environment and comply with aviation regulations, HXD is implementing a strict policy prohibiting the feeding of any animals on or near airport grounds; and

**WHEREAS**, The Wildlife Management Policy States: "Effective immediately, feeding any animals, including birds, rodents, or stray/feral animals/pets, is strictly prohibited within airport boundaries and surrounding areas"; and

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to adopt the Hilton Head Island Airport Wildlife Management Policy as set forth in Exhibit A.

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



#### **Airport Policy**

#### PROHIBITION OF FEEDING ANIMALS AT OR NEAR AIRPORT PREMISES

The safety and security of our passengers, staff, and aircraft are our top priorities at Hilton Head Island Airport. To maintain a safe environment and comply with aviation regulations, we are implementing a strict policy prohibiting the feeding of any animals on or near airport grounds.

#### **Policy Statement:**

Effective immediately, feeding any animals, including birds, rodents, or stray/feral animals/pets, is strictly prohibited within airport boundaries and surrounding areas.

#### Rationale:

- 1. <u>Aircraft Safety</u>: Feeding any species of animal increases wildlife populations near the airport. This elevates the risk of bird strikes, which can cause severe damage to aircraft and potentially lead to accidents and loss of life.
- 2. <u>FOD Prevention</u>: Food waste attracts animals and becomes foreign object debris (FOD), posing risks to aircraft operations and potentially damaging engines or other critical components.
- 3. <u>Public Health</u>: Encouraging wildlife to congregate in public areas increases the risk of zoonotic disease transmission and creates unsanitary conditions.
- 4. <u>Ecological Balance</u>: Artificial feeding disrupts local ecosystems and can harm wildlife by altering their natural foraging behaviors and diets.

#### Implementation:

- Signs will be posted throughout the airport premises to inform all individuals about this policy.
- Airport staff are required to enforce this policy and educate visitors when necessary.
- Wildlife management procedures will be enhanced to humanely deter animals from airport grounds.

#### Consequences:

Since violations of airport policy are contrary to the conditions of airport tenant agreements, supervisors will be notified of the violation.

Repeated violations constitute grounds for termination of agreements with the airport.

We appreciate your cooperation in maintaining a safe environment for all who use our facilities. By working together, we can ensure the continued safe operation of our airport while respecting and safeguarding the local animal population.

For any questions or to report violations, please contact Airports Deputy Director, Steve Parry at 843-962-3940.

Thank you for your understanding and compliance with this important safety measure.

This policy is effective immediately.

Jon Rembold, C.M. Airports Director

#### **ITEM TITLE:**

RECOMMENDATION TO APPROVE TALBERT, BRIGHT AND ELLINGTON (TBE) WORK AUTHORIZATION 2119-2301 FOR HXD AIRPORT LAYOUT PLAN UPDATE

#### **MEETING NAME AND DATE:**

Public Facilities & Safety Committee - November 18, 2024

#### PRESENTER INFORMATION:

Jon Rembold, Airports Director

5 minutes

#### **ITEM BACKGROUND:**

The HXD Airport Layout Plan (ALP) was last updated in September 2011. At the time of the FAA's conditional approval of the ALP, the runway design code (RDC) was a C-II. In 2018, following the runway extension, American Airlines changed its fleet to the new E-170 and E-175 aircraft. The use of the E-170 aircraft at HXD has changed its RDC from a C-II to a C-III designation. This is a major change that requires an update of the ALP.

The Airports Board reviewed and recommended approval of Work Authorization 2119-2301 at its monthly meeting on August 15, 2024.

#### PROJECT / ITEM NARRATIVE:

This project will include the required elements to prepare the ALP update report, ALP drawing set, and 18B survey for the Hilton Head Airport. The ALP update report will explain the reasoning behind and the essential features of the ALP drawing set and document the planning standards used. The narrative report will consist of the following sections:

- Inventory
- Forecasts
- Facility Requirements
- Alternatives Analysis
- Environmental Inventory
- Airport Layout Plans
- Capital Improvement Plan

#### **FISCAL IMPACT:**

The total value of this Work Authorization shall not exceed \$1,103,678.00.

#### Project Funding Sources include:

- (75%) FAA BIL AIG \$825,757.00
- (25%) Sponsor Share \$277,921.00

GL Code 5402-90-0000-57130 | Current encumbered balance for the ALP update report: \$1,103,678.00

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of Talbert, Bright, and Ellington (TBE) Work Authorization 2119-2301 for HXD Airport Layout Plan Update

#### **OPTIONS FOR COUNCIL MOTION:**

Motion to approve /deny Talbert, Bright, and Ellington (TBE) Work Authorization 2119-2301 for HXD Airport Layout Plan Update

Move forward to Council for Approval on December 9, 2024

#### **RESOLUTION 2024/45**

A RESOLUTION TO ACCEPT FAA BIPARTISAN INFRASTRUCTURE LAW (BIL) AIRPORT INFRASTRUCTURE GRANT (AIG) FOR THE HILTON HEAD ISLAND AIRPORT (HXD) AIRPORT LAYOUT PLAN (ALP) - CONTINGENT UPON FINAL FAA OFFER

WHEREAS, the HXD ALP was last updated in September 2011. At the time of the FAA's conditional approval of the ALP, the runway design code (RDC) was a C-II; and

WHEREAS, in 2018, following the runway extension, American Airlines changed their aircraft fleet serving HXD to the new E-170 and E-175 aircraft; and

WHEREAS, the use of these aircraft at HXD changed its RDC from a C-III to a C-III designation; and

**WHEREAS**, the ALP will list the documents required for Federal Aviation Administration (FAA) review and conditional approval of future airport development plans; and

WHEREAS, the ALP will list improvements necessary to accommodate aviation activity 20 years into the future.

**WHEREAS**, the grant will be used to fund the Hilton Head Island Airport (HXD) Airport Layout Plan. FAA Grant total: \$825,757; and

WHEREAS, the FAA Grant funds 75% of the project, and airport operations will fund 25% of the project.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA BIL AIG Grant funding for the Hilton Head Island Airport (HXD) Airport Layout Plan.

Adopted this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:

beeph Passiment, Chairmar

Sarah W. Brock, Clerk to Council



## HILTON HEAD ISLAND AIRPORT MEMORANDUM

TO: Dave Thomas, Procurement Director

FROM: Jon Rembold, Airports Director

DATE: 10/29/2024

**SUBJECT:** TBE Work Authorization 2119-2301

#### Dave,

The subject work authorization (WA) was approved by the County Administrator without County Council approval. This happened due to administrative confusion that resulted from there being multiple items in the document approval process that were related to the same project. Please refer to the information below for details.

**07/31** – Document Review Form # 272 (Grant Acceptance - BIL AIG Airport Layout Plan) was submitted, and scheduled for Committee on 08/19 and Council on 09/09

**08/05** – Document Review Form #284 (Airport Layout Plan Update Work Authorization 2119-2301) was submitted and approved to go to Committee on 08/19 (Item 19 in the agenda) and Council on the 08/26 (Item 13 in the Consent agenda). At this point, the form language was errantly changed from a WA approval to a Grant Acceptance, effectively combining forms 272 and 284.

**08/26** – Resolution 45 (for the grant acceptance) was executed and attached to form #284 in the document review process. Since form #284 was the approval for the WA – it was errantly included as backup for approval of the WA.

09/12 - Document Review Form #356 (Legal Review of the WA) was submitted and approved.

09/13 – HXD emailed Cheryl the WA for execution along with the legal review and Resolution 45

**09/13** – Cheryl requested additional supporting documents. HXD sent her a copy of RFQ 030724 (TBE Consultant Services).

**09/16** – I received the executed WA document.

The airport has developed a tracking system for these approval items that will reduce the possibility of this type of confusion impacting the proper approval process.

Please let me know if you have any questions or need additional information.

Respectfully,

Jon Rembold

# HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA AIRPORT LAYOUT PLAN UPDATE WORK AUTHORIZATION 23-01 July 23, 2024

**PROJECT NO.: TBI NO. 2119-2301** 

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

<u>Description of Work Authorized:</u> This scope of services identifies requisite elements necessary to prepare a Master Plan Update report, Airport Layout Plan (ALP) drawing set, and 18B survey for the Hilton Head Island Airport (the Airport or HXD). By completing this scope of work, the documents required for Federal Aviation Administration (FAA) review and conditional approval of future airport development plans will be created.

This update will follow guidelines contained in, but not limited to, the following:

- Advisory Circular (AC) 150/5070-6B Airport Master Plans (Change 2, January 27, 2015)
- AC 150/5070-6B Airport Master Plans, Chapter 10 "Airport Layout Plan" (Change 2, January 27, 2015)
- AC 150/5070-6B Airport Master Plans, Appendix F "ALP Drawing Set" (Change 2, January 27, 2015)
- ARP SOP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) (October 1, 2013)
- ARP SOP 3.00, (Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013)
- AC 150/5300-13B Airport Design (March 31, 2022)
- AC 150/5300-16A General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey (September 15, 2007)
- AC 150/5300-17C Standards for Using Remote Sensing Technologies in Airport Surveys (September 30, 2011)
- AC 150/5300-18B General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards (Change 1, February 24, 2014)
- Order 5050.4B National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects (April 28, 2006)

- Order 1050.1F Environmental Impacts: Policies and Procedures (July 16, 2015)
- 1050.1F Desk Reference (July 16, 2015)
- Noise Control and Compatibility Planning for Airports APP–600
- Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects AC 150/5100-17 (Change 6, November 7, 2005)

and will identify improvements necessary to accommodate aviation activity 20 years into the future. An ALP drawing set and Master Plan narrative report will be the final products of this study.

The Master Plan will explain the reasoning behind and the important features of the ALP drawing set and document the planning standards used. The Master Plan narrative report will consist of the following sections:

- inventory
- Critical Aircraft Determination and Design Requirements
- Facility Requirements
- Alternatives Analysis
- Environmental Inventory
- Airport Layout Plans
- Capital Improvement Plan

The scope of services for this ALP Update are outlined below as elements of work and are described in more detail FAA AC 150/5070-6B, Airport Master Plans (Change 2, January 27, 2015).

The HXD Airport Layout Plan (ALP) was last updated in September 2011. At the time of FAA's conditional approval of the ALP, the runway design code (RDC) was a C-II, which was based on a family business jet aircraft using the Airport in 2010 and not the Bombardier Dash-8-200 and 300 turboprop aircraft used by American Airlines (AA). On July 4, 2018, with the completion of the runway extension project to 5,000 feet in June 2018, AA retired its fleet of Bombardier Dash-8-200 and -300 turboprop aircraft and replaced them with Embraer E-175 regional jet aircraft for its year-round service at HXD. Shortly after AA began its new E-175 service, United Airlines (UA) announced that it would commence seasonal service in Spring 2019 with E-175 aircraft, as well. Subsequently, in 2019, Delta Airlines (DL) also started year-round service to HXD with new E-170 aircraft. Use of the E-170 and E-175 aircraft at HXD, has changed its RDC from a C-II to a C-III designation.

Talbert, Bright & Ellington, Inc. (TBE) proposes the following scope of services for the ALP update.

#### TASK 1: PRELIMINARY PROJECT SCOPING

Negotiation of the scope of services and budget for the preparation of the airfield development alternatives analysis for the Hilton Head Island Airport

#### **TASK 2: PROJECT MANAGEMENT**

Project goals and objectives will be determined through coordination and consultation with Beaufort County (County) and the Airports Director, in order to create a flow chart of activities and a milestone schedule. These two items will provide the Airport and Talbert, Bright & Ellington, Inc. (TBE) with a sequential scheme of events and the anticipated dates to achieve the project goals.

#### **ASSUMPTIONS:**

1. For budgeting purposes, it was assumed that the project should take 16 months, not including review by County, FAA, and South Carolina Aeronautics Commission (SCAC).

#### **DELIVERABLES:**

1. A flow chart of activities and milestone schedule.

#### TASK 3: PUBLIC INVOLVEMENT AND PUBLIC RELATIONS

Task 3 includes means with which to effectively communicate with the public. It includes public information meetings. The goal of this task is to effectively reach out to the community so that TBE can move through the process expeditiously while providing the public opportunities to fully participate in this process.

#### • Public Outreach Techniques:

 <u>ALP Advisory Committee</u> – The ALP Update Advisory Committee (which will consist of members chosen by the Airports Director) will provide information to and solicit input from the public regarding aspects of the future development of HXD.

The Committee will identify various stakeholders (business leaders, schools, churches, environmentalists, residents, landowners, politicians, etc.) and meet with them to discuss the project. These meetings will provide an opportunity for stakeholders to be engaged throughout the entire process and provide perspectives that represent the region. It is anticipated that meetings will occur throughout the life of the project. TBE will provide the Committee with technical support and presentation materials, including brochures and a PowerPoint presentation to utilize at periodic meetings.

#### **ASSUMPTIONS:**

- 1. One (1) preliminary analysis session with the Advisory Committee to determine the future development potential for the Airport.
- 2. It is anticipated that the FAA will attend at least one meeting; however, meeting summaries and copies of all presentation materials will be provided to the FAA throughout the project.
- 3. Committee meetings will be held every six (6) weeks, throughout the 16-month project. This is exclusive of Airport, County, and FAA review.
- 4. One PowerPoint presentation will be prepared and updated with current information, with no more than two (2) updates for presentations.

#### **DELIVERABLES:**

- 1. PowerPoint presentations with updates, not exceeding two (2) times.
- 2. A total of 288 handouts (minimum of 18 per meeting) with various versions will be provided for each meeting.
  - <u>Public Information Meetings</u> Three public information meetings will be scheduled during development of the ALP Update. These meetings will occur at:
    - The beginning of the ALP Update
    - Alternatives development
    - Prior to final submittal to FAA for review

The meetings will utilize an informal/open house format for a period of three hours to maximize the opportunity for interested citizens to participate. The meetings will be publicized via the Beaufort County web site and media. TBE will provide handouts, display boards, sign-in sheets, and comment forms, as well as a recorder for oral comments.

#### **ASSUMPTIONS:**

- 1. Three (3) public information meetings will be conducted
- 2. Three (3) Consultant team members will attend the meeting.
- 3. The Airports Director will handle meeting logistics (location, advertising for meetings, etc.).

#### **DELIVERABLES:**

- 1. Handouts (300 hundred), displays (maximum of three [3]), sign-in sheets, comments forms (300 hundred)
- 2. A summary of the meeting, copy of comments received, and transcript of recorded comments.

#### Communication Tools:

Beaufort County Web Site – The Beaufort County web site will be updated periodically to provide information regarding the progression of the ALP Update. Public meeting times and location, as well as updated information will be prepared by TBE and provided to the Beaufort County to be formatted for the web site.

#### **ASSUMPTION:**

1. The Airports Director will develop, update, and maintain the web site with material provided by TBE.

#### **DELIVERABLE:**

1. Web site updates (not to exceed five [5]).

#### **TASK 4: EXISTING CONDITIONS**

Pertinent data from the FAA, SCAC, and other available sources will be collected and compiled. This will include both data relative to Hilton Head Island Airport and the surrounding community (such as land use plans and zoning regulations).

A portion of the inventory section will be devoted to identifying the existing physical facilities at the airport. Inventories within the current boundaries and the vicinity of HXD. These inventories will identify all buildings describe the quality, type, dimensions, condition, and adequacy of these facilities, including noted deficiencies.

#### Physical On-Airport Inventory Analysis:

- <u>Airport Mapping</u> Update existing mapping with as-built information from previous projects since last ALP was completed. Include GIS quality aerial plannimetrics to supplement existing mapping. An update of the HXD ALP drawing set will be initiated at this point to quantify and support inventory findings.
- <u>Airfield and Terminal Area Infrastructure and Facilities</u> Review existing airport facilities and include a brief description of their characteristics in regard to type, adequacy of sizes, capacities, and condition. The review will consider the principal airfield facilities (runways, taxiways, instrument approach procedures, NAVAIDS), terminal complex facilities, airport lighting systems, aviation fuel storage, buildings, structures, support equipment, and access points.
- <u>Landside Facilities</u> The on-airport landside transportation system will be reviewed for general aviation facilities and commercial operations. Both the infrastructure system,

such as roads and parking lots, parking decks and services, such as rental cars, commercial vehicles, and taxis, will be assessed.

- Parking Analysis The purpose of the parking analysis is to determine:
  - How much parking is available
  - How much parking is utilized
  - Does the demand exceed the capacity

#### • Off-Airport Inventory Analysis:

- Land Use Planning Off-airport land use plans will be reviewed to evaluate recent growth trends and airport interactions with existing and planned developments.
- Ordinances Existing regulations and ordinances (zoning, land use controls, development regulations, airport regulations, and minimum standards) that could affect aeronautical activity will be reviewed. The existing and future adequacy of land use controls to protect the integrity and safety of airport operation will be identified.

#### **ASSUMPTION:**

- 1. Work with the Town of Hilton Head Island to address the airport overlay district and creation of special airport zoning district with regards to tree removal and mitigation.
  - Wind Data Existing wind information obtained from previous HXD AMP will be utilized. Wind observations will be tabulated for all-weather and instrument conditions, and wind roses will be prepared to indicate crosswind coverage for the 10.5-, 13-, 16-, and 20-knot components.

#### **ASSUMPTIONS:**

2. Survey data will consist of typical planimetric features and 5-foot contour interval topographic mapping, as well as approach obstruction mapping provided by TBE.

#### **TASK 5: AVIATION FORECASTS**

The purpose of this task is to prepare forecasts of aviation demand at HXD for the short (0-5 year), intermediate (6-10 year), and long-range (11-20 year) planning periods. Forecasts are time-based projections used to provide a "reasonable expectation" for anticipating potential airport activity and serve as a guide in determining required airport infrastructure, equipment and service needs. The relationship between activity and projected demand identifies the type, extent and timing of future airport improvements. In addition, these forecasts are used to evaluate airport capacity characteristics, potential environmental effects, and evaluating the feasibility of airport development alternatives, including probable costs.

Preparation of the forecasts involves evaluation of existing forecast information, independent statistical projections derived from inventory data, and the use of informed professional judgment to realize the highest level of forecast confidence. The forecast methodology must employ certain conditions, whether an occurrence of past trends or an assumption of future internal and external factors which might reasonably be expected to influence projections in a significant or substantial way.

Note: Existing sources of HXD, SCAC, and FAA published aviation activity levels (FAA Terminal Area Forecasts [TAF], FAA Office of Policy and Plans, and State Aviation System Plan) will be appropriately referenced. All elements of the forecasts will be presented to the FAA and SCAC for review and approval. In the event the HXD baseline forecasts are beyond 10 percent of published FAA TAF, documentation will be forwarded to FAA for further assessment.

The following components of aviation demand will be projected for HXD:

Aircraft Fleet Mix Forecast/Critical Aircraft Forecast: The forecast of aircraft mix is primarily used to determine the critical aircraft, and future airfield design and structural needs, along with considerations for terminal area layout and configuration. Fleet mix will be identified per FAA Airport Reference Code (ARC) classification, as representative of a selected aircraft, or ARC family of critical aircraft. The FAA has established airport design criteria in accordance with the airport's role and ARC designation, which provides minimum safety standards with respect to the performance characteristics represented by the airport's critical aircraft/family. The future critical aircraft will be depicted and described per performance criteria relevant to airport facility requirement considerations. Comparisons will be related to the existing critical aircraft.

#### **ASSUMPTION:**

- 1. Only determining the critical aircraft portion of the forecast and will not determine based aircraft, operations, and enplanements as part of the forecast.
- 2. TBE will download TFMSC data (in excel format) for the years January 2018 through 2024.
- 3. The Airports Director will provide TBE with tower counts, as well as enplanement and aircraft type information

#### **DELIVERABLE:**

Forecasts will be submitted to FAA for approval.

#### **TASK 6: FACILITY REQUIREMENTS**

Existing and future critical aircraft anticipated to use the Hilton Head Island Airport over the course of the planning period (20 years) will be identified. This will then provide the airport design standards as defined in the FAA AC 50/5300-13B — Airport Design (March 31, 2022); Federal Aviation Regulation (FAR) Part 77; and other FAA Advisory Circulars and Orders, as appropriate. This element will be critical in the development of the ALP drawing set and will consider the following requirements:

- Runway length
- Wind coverage (to verify appropriate crosswind coverage)
- Runway and taxiway width
- Consideration of pavement needs, and strength required
- All appropriate runway to taxiway design standards
- FAR Part 77 Imaginary Surfaces
- Instrument approach and lighting needs

Additional analysis will be conducted to determine the requirements for the following facilities:

- T-hangar and open bay hangar space
- Tie-down and transient aircraft apron
- Terminal facilities
- Fuel storage
- Navigational aids
- Weather reporting capability
- Maintenance requirements
- Land acquisition
- Vehicular parking

#### **ASSUMPTION:**

Task 6 will not be initiated until approval of the forecasts is received from the FAA.

#### TASK 7 ALTERNATIVES DEVELOPMENT AND EVALUATION

Based on the HXD's growth and critical aircraft changing from a RDC of C-II to C-III, a maximum of three (3) airport alternative concepts relative to the deficiency in the runway to taxiway separation that is currently 300 feet and should be 400 feet, will be analyzed (including all standards, such as runway safety area, object free area, etc.). These concepts will be reviewed with the County, FAA, and SCAC. TBE will recommend an alternative or combination of alternatives. A preferred development alternative will be selected, approved by the Airport, and incorporated into the ALP to be prepared at a later date.

The development alternatives will be created to identify locations for the parallel taxiways and other FAA standards requirements for a C-III RDC on both sides of Runway 03/21 based on the needs of C-III aircraft. The impacts of the alternatives will be identified, thus providing the technical basis necessary for selecting a preferred development plan, to be depicted on the next ALP.

- Identify Evaluation Parameters the alternatives will be subjected to a detailed evaluation that will permit a comparison of the merits and deficiencies of the physical site factors under consideration. Major factors to be considered in the evaluation include:
  - Ability to serve C-III aircraft each alternative will be evaluated to determine its ability to meet C-III design standards. These evaluations will be performed for each separation and other FAA standards requirements for a C-III RDC and will be aggregated to permit comparison.
  - Land use and environmental compatibility the proposed airfield requirements will be evaluated to determine impacts on land use adjacent to HXD. The analysis of alternatives will reference published FAA land use compatibility policy and standards to identify the level of impacts resulting from each alternative.
  - Development, operating, and maintenance costs order of magnitude cost estimates for the proposed development under each alternative will be prepared.
     These capital cost estimates will provide a general indication of the cost to meet airfield design standards.
- Initial Airport Alternatives Meeting potential options will be developed for accommodating the runway to taxiway separation and other FAA standards requirements for a C-III RDC will be identified. A variety of reasonable alternatives will be considered, generally in the following categories:
  - No-development
  - Expand facilities within existing property boundary
  - Construct new facilities
  - Combination of expanded and new facilities

This process will provide a range of available options that will:

- Provide a baseline scenario if no airfield design standards are met
- Identify site and airfield design standards considerations
- Determine the feasibility for compliance with airfield design standards

A preliminary sketch-type drawing will be prepared to graphically depict each of the candidate airfield design standards layout alternatives. The scaled drawings will show

- existing and proposed airport facilities, as consistent with FAA separation guidelines. The drawings will be included as exhibits in the working paper and final report.
- Alternatives Evaluation both quantitative and qualitative evaluation criteria will be
  identified for analysis application. An evaluation matrix will be prepared to include
  composite rankings of each alternative. The alternatives will be subjected to an evaluation
  and the results presented in a manner that includes airfield design standards comparisons
  and selection of the preferred airfield design standards alternative. It is possible that the
  recommended airfield design standards alternative will be a hybrid of some of the various
  alternatives considered.

#### **ASSUMPTIONS:**

- 2. This analysis will only include airfield design requirements and will not include landside development (hangars, etc.).
- 3. No more than three development concepts will be prepared.

#### TASK 8: RUNWAY PROTECTION ZONE (RPZ) ANALYSIS

Using the runway development alternatives from Task 7, RPZ alternatives development will consider the following:

- Avoidance of introducing the incompatible land use issue within the Runway 03/21 RPZs
- Minimization of impact to land use in the RPZ
- Mitigation of risk to people and property on the ground

#### **ASSUMPTIONS:**

- 1. No new runway alignment alternatives will be prepared, the preferred alternative chosen in Task 7 will be evaluated.
  - RPZ Analysis Documentation: The FAA definition of a runway protection zone (RPZ) is a trapezoidal shape formed off the end of a runway and its geometry is a function of the airport's aircraft approach category and approach visibility minimums. The purpose of the Runway Protection Zone (RPZ) is to enhance the protection of people and property on the ground, ideally through fee simple ownership of property within the RPZ. As stipulated in FAA Airport Improvement Program (AIP) Grant Assurance 21 Compatible Land Use for federally obligated Airport Sponsors and FAA AC 150/5190-4B Airport Land Use Compatibility Planning, the FAA expects airport sponsors to have or secure sufficient control of the RPZ. For projects proposed by the sponsor, such as a runway extension, which would result in moving the RPZ into an area that has incompatible land uses, the sponsor is expected to take active steps to prevent or mitigate the new incompatible land uses.

Pursuant to and in accordance with FAA AC 150/5190-4B – Airport Land Use Compatibility Planning, the RPZ alternatives analysis will evaluate the impacts of expanded RPZ areas resulting from the proposed runway extension project and the introduction of new incompatible land uses in these areas. It will identify a full range of alternatives for the prevention and/or mitigation of incompatible land uses in the RPZ, taking into consideration other planned projects on the Airport Layout Plan (ALP) that could further affect RPZ areas in the future. The RPZ Alternatives Analysis will provide a sufficient evaluation of alternatives such that the FAA is able to draw a conclusion about what is "appropriate and reasonable" preventive and/or mitigative action for the sponsor, as required under Grant Assurance 21.

#### Documentation of the alternatives will include:

- Description of each alternative
- Estimated cost estimates associated with each alternative
- Feasibility of the alternative development, including any environmental considerations
- Identification of the preferred alternative
- Identification of other agencies involved (for alternatives that would notably affect existing right-of-way, easement, or public infrastructure/facility owned by entities other than the sponsor, FAA may require documentation of coordination with the affected agency/entity confirming feasibility)
- Analysis of County control of the land within the RPZ

#### **ASSUMPTIONS:**

 It is assumed that the County, FAA, and SCAC will perform concurrent review of the draft documentation.

#### **DELIVERABLES:**

- 1. Six (6) copies of Draft Runway 03/21 RPZ Analysis.
- 2. Six (6) copies of Final Runway 03/21 RPZ Analysis.

#### TASK 9: <u>ENVIRONMENTAL CONSIDERATIONS</u>

A preliminary environmental review will be conducted in accordance with the National Environmental Policy Act (NEPA). This review will include a one-day biological walkover. This environmental review will not be presented for agency approval but is for the purpose of determining that no obvious project showstoppers are present. The study will consider and discuss the impact categories presented in Order 5050.4B – National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects (April 28, 2006), Order 1050.1F –

Environmental Impacts: Policies and Procedures (July 16, 2015), and 1050.1F Desk Reference (July 16, 2015). The categories to be briefly discussed include:

- Air Quality
- Biological Resources
- Climate
- Coastal Resources
- Department of Transportation Act: Section 4(f)
- Farmlands
- Hazardous Materials, , Solid Waste, and Pollution Prevention
- Historical, Architectural, Archaeological, and Cultural Resources
- Compatible Land Use
- Natural Resources and Energy Supply
- Noise
- Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks
- Visual Effects
- Water Resources
- Cumulative Impacts
- Irreversible and Irretrievable Commitment of Resources
- Permits

Noise contours will be prepared using the current version of the FAA's Aviation Environmental Design Tool (AEDT). Wetlands delineation and jurisdictional wetlands will be incorporated from local plans and web-based information.

#### **ASSUMPTIONS:**

- 1. Beaufort County GIS data (in \*.DWG format) will be provided at no cost to the TBE, along with copies of applicable land use and zoning information.
- 2. One onsite visit to the Beaufort County GIS department by two TBE Project Team members is assumed for budgeting purposes.
- 3. Other than the one-day site walkover, no detailed field work will be conducted; all environmental inventories will be through existing data sources and web research.
- 4. No detailed analyses or delineations will be performed.

# TASK 10: AIRPORT LAYOUT PLANS

The ALP drawing set will be produced in accordance with FAA AC 150/5070-6B, Airport Master Plans, Appendix F "ALP Drawing Set." All drawings will be prepared in AutoCAD digital drawing format. Shading and other techniques will be used to indicate the phasing of airport improvement projects. The ALP Drawing Set will include topographic information obtained from

SCAC, USGS mapping, and other available data obtained from SCAC, topographic mapping, GIS data, and aerial survey of the approaches and transitional surface. Drawings to be included in the drawing set are as follows:

- Title Sheet
- Airport Layout Drawing
- Terminal Area Drawing
- Inner Portion of the Approach Surface Drawing
- Airport Airspace Drawing
- Land Use Drawing
- Exhibit A Airport Property Map.

#### **ASSUMPTIONS:**

- 1. Survey data will consist of typical planimetric features and 2-foot contour interval topographic mapping, as well as approach obstruction mapping provided by TBE.
- 2. The airport boundary in the form of legal description and property plats, as well as when property was acquired will be provided to TBE by the Beaufort County.

#### **TASK 11: CAPITAL IMPROVEMENT PLAN**

This task will update the Airport Capital Improvement Plan (CIP) that is submitted to the FAA annually. The CIP lists costs and timeframes of planned improvements at the Hilton Head Island Airport and is required by outside agencies when applying for federal and state funding assistance.

Developments recommended over the 20-year planning period will be classified in three general development phases. These phases represent the short (5 years), intermediate (10 years), and long-term (20 years) planning periods. The development costs will be broken into amounts eligible for federal and state funding programs and amounts requiring local participation. Particular focus will be given to detailing estimated costs for short-term development projects. In the first five years, development costs will be shown on a year-to-year basis and prepared at a level of detail consistent with master planning. A detailed five-year CIP will be provided to the FAA and SCAC and a 20-year CIP will be included in the Master Plan narrative report.

# **ASSUMPTIONS:**

1. Review of the facilities implementation plan will be part of one of the Committee meetings

# TASK 12: 18B SURVEY

- Field Surveys, Obstruction Surveys, Data Collection, and Airport Airspace Analysis in accordance with FAA Advisory Circulars ensuring compatibility with FAA AGIS – This task will include an aeronautical obstruction survey in compliance with AGIS policies and will include an airport airspace analysis for vertically-guided operations. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the FAA and NGS:
  - AC 150/5300-16A General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
  - AC 150/5300-17C Standards for Using Remote Sensing Technologies in Airport Surveys
  - AC 150/5300-18B General Guidance and Specifications for Aeronautical Surveys:
     Airport Survey Data Collection and Geographic Information System Standards

The purpose of this task is to accomplish FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance. This is inclusive of 2.7.1.1.1 through 2.7.1.1.7.

 Verify, Confirm, and/or Capture Aerial Imagery – Aerial imagery is required for both Quality Control (QC) purposes and efficient feature extraction. TBE will develop a flight plan, coordinate the acquisition of the photography, process and utilize the imagery.

The photography flight crew will collect the imagery as defined in the flight plan. The planned imagery will be collected at 1" = 800' photo scale. After the processing and development of the aforementioned aerial photography, the imagery will be scanned for use in a softcopy environment. The scanned image will be checked for completeness, cleanliness, and image quality at the workstation and will conform to Intel TIFF (continuous tone raster graphics/non-compressed) file format.

The scanned image will then be geo-referenced (aerial-triangulated) in soft-copy format to fix the imagery to real-world coordinates by utilizing the previously established ground control features or targets. Once the imagery is geo-referenced, the stereo models produced will be utilized for topographic/planimetric mapping.

From the aerial photography, TBE will produce the following:

Limited landmark feature planimetric mapping

- Color digital orthophotos with a 1.0' pixel resolution (VG, Approach and Departure Surface)
- Identification and mapping of obstruction obstacles for all of the VG surfaces

# TASK 13: MODIFICATION TO STANDARDS

Preparation of modification to standards (MOS) for the current airfield layout:

- Taxiway "F" Taxiway Object Free Area (TOFA)
- Runway 03/21/Taxiway "F" Separation

#### TASK 14 BUSINESS PLAN

This task will include the development of an Airport Business Plan to help guide the Airport in managing the airport in a financially sound manner. The following items will be reviewed and analyzed:

- Review of Airport leases
- FBO rent and charges
- Parking fees
- Review of historical maintenance costs
- · Review of historical operating costs
- Review of airport minimum standards
- Review of TBE's database of other similar size airports rent, maintenance and operating costs
- Review other non-aviation revenue sources

Once the historical revenue and expense costs have been determined and analyzed, budget projections will be made for years 1 to 5. Capital improvement costs generated from Task 11 will also be included along with federal, state, and local participation funding allocations.

# TASK 15 PROJECT DOCUMENTATION

Project documentation (deliverables) will consist of both the ALP drawing set and a Master Plan narrative report. The drawing set and report will be produced in draft, and final form.

### Initial Draft Submittal to HXD, FAA and SCAC

- Two (2) copies of the draft Master Plan narrative report
- Two (2) copies of draft ALP drawing set.

# Final Draft Submittal to HXD, FAA and SCAC

- Two (2) color reproductions of final Master Plan narrative report, bound with color laminated cover (1 to FAA and 1 to CITY)
- Two (2) sets of final ALP drawings for approval (1 to FAA and 1 to CITY)

# Final Submittal to HXD, FAA and SCAC

- Four (4) color reproduction of final Master Plan narrative report, bound with color laminated cover
- Four (4) sets of final ALP drawings for FAA approval<sup>1</sup>
- Two (2) copies of final Master Plan narrative report and ALP drawing set in PDF format to HXD, FAA and SCAC.

# **Preliminary Schedule**

TBE anticipates a three-month project schedule (not including review time by FAA, SCAC and Hilton Head Island Airport). A critical time path report shall be developed prior to starting the project and will be updated on a monthly basis. If any delays are identified by TBE, an action plan will be presented to reestablish the schedule. The following sequence of events provides the framework for the ALP Update schedule:

- FAA, SCAC, and Hilton Head Island Airport Scope of Work approval
- Initial Kickoff meeting
- Concept Development
- Coordination Meeting
- Airfield Design Standards Drawings

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

<u>Cost of Services:</u> The method of payment shall be in accordance with Article 6 of the Master Contract. The basic services work shall be performed in accordance with the Master Contract as a lump sum of <u>\$813,328</u>, which includes reimbursable expenses. Special Additional Services shall be performed as listed below with a budget of <u>\$290,350.00</u>. The total value of this Work Authorization shall not exceed <u>\$1,103,678.00</u> without additional authorization

<sup>&</sup>lt;sup>1</sup>Three (3) Conditionally Approved and stamped complete set (Narrative and ALP Drawing Set) will be sent by FAA to SCAC and Hiton Head Island Airport. FAA will retain (1) complete set.

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

APPROVED:
TALBERT, BRIGHT & ELLINGTON, INC.
Cal Melly
Vice President
Title:
AUGUST 16, 2024
Date:
Witness:

PROFESSIONAL FEE SUMMARY Airport Layout Plan Update Hilton Head Isand Airport Hilton Heasd Island, South Carolina FAA Project Number TBI Project No. 2119-2301 June 4, 2024

# SUMMARY OF FEES

DESCRIPTION	TYPE OF SERVICE	E	ESTIMATED COST
DIRECT LABOR COST	DIRECT LABOR COST	\$	767,828.00
DIRECT EXPENSES	DIRECT EXPENSES	\$	45,500.00
SUBCONSULTANTS		\$	290,350.00
TOTAL LUMP SUM		\$	1,103,678.00
TOTAL PROJECT		s	1,103,678.00

6

MANHOUR ESTIMATE Alrport Layout Plan Update Hilton Head Isand Alrport Hilton Heasd Island, South Carolina FAA Project Number TBI Project No. 2119-2301 June 4, 2024

DESCRIPTION	PRIN	SPM	PM	SRPLN	ENG V	ENG II	TECH 5	ADMIN V
Task 1 Preliminary Project Scoping								
1.1 Develop Project Scope/Contract 1.2 Coordinate with Subconsultants	2	2	24	2	0	0	0	1
1.2 Coordinate with Suoconstituents	0	0	2	0	0	0	0	0
Task 2 Project Management								
2.1 Project Management	40	40	40	2	0	0	0	8
2.2 Subconsultant Coordination	40	40	40	40	0	0	0	8
Task 3 Public Involvement								
3.1 Advisory Committee								
3.1.1 Prepare materials for AC Meetings (12 Meetings)	0	8	16	16	0	0	0	8
3.1.2 Attend AC Meetings (12 Meetings)	48	48	48	0	0	0	0	0
3.1.3 Kickoff Meeting	8	8	8	8	0	0	0	0
3.1.4 Prepare Power Point Presentation for AC (1)	0	0	24	8	0	0	0	2
3.1.5 Update Power Point Presentation (2 Updates)	0	0	12	0	0	0	0	2
3.2 Public Information Meetings								
3.2.1 Prepare materials for AC Meetings (3 Meetings)	0	12	24	24	0	0	0	4
3.2.2 Attend AC Meetings (3 Meetings)	24	24	24	0	ŏ	Ö	Ö	Ö
3.2.4 Prepare Power Point Presentation for AC (1)	0	0	24	8	Ó	Ó	Ö	2
3.2.5 Update Power Point Presentation (2 Updates)	0	0	12	0	0	0	0	2
3.3 Beaufort County Web Site								
3.3.5 Update Web Site (5 Updates)	0	0	24	0	0	0	0	8
Task 4 Existing Conditions 4.1 Sponsor Document Collection							_	_
4.1 Sponsor Document Confection 4.2 Financial Data Collection	0	4 2	4 2	4	0	4	0	0
4.3 Research SCAC Files	ŏ	0	0	4	0	4	0	0
4.4 Aircraft Operation and Mix Data	ŏ	2	2	4	Ö	4	Ö	0
4.5 Existing Documents Review	ō	2	2	4	ŏ	4	ŏ	ŏ
4.6 Demographic Data Collection	Ō	2	2	4	ō	4	ō	Ö
4.7 Historical Traffic Data Review	0	2	2	4	0	4	0	0
4.8 Airside Facility Description	0	2	2	4	0	4	0	0
4.9 Landside Facility Description	0	2	2	4	0	4	0	0
4.1 Infrastructure Description	0	2	2	4	0	4	0	0
4.11 Pavement Condition Index Review	0	0	0	4	0	4	0	0
4.12 Draft Existing Conditions Chapter	2	2	16	8	0	8	0	0
Task 5 Aviation Forecasts								
5.1 TFMSC Data Collection & Analysis	0	12	12	0	0	0	0	0
5.2 Existing Critical Aircraft Determination	0	16	16	0	0	0	0	0
5.3 Future Critical Aircraft Determination	0	16	16	0	0	0	0	0
5.4 Respond to Comments	0	16	16	0	0	0	0	8
Task 6 Facility Requirements								
6.1 Demand/Capacity Analysis	0	4	. 8	4	0	4	0	0
6.2 Review of 5300-13 Standards	0	2	8	2	ō	2	ŏ	ō
6.3 Airside Analysis/Requirements	0	4	8	4	0	4	Ó	Ó
6.4 Landside Analysis/Requirements	0	4	8	4	0	4	0	0
6.5 Land Use Requirements	0	4	8	4	0	4	0	0
6.6 Terminal Planning and On Airport Land Uses	0	4	8	4	0	4	0	0
6.7 Airspace and Air Traffic Control Analysis	0	4	8	4	0	4	0	0
6.1 Draft Facility Requirements Chapter	0	4	16	8	0	8	0	0

MANHOUR ESTIMATE
Atport Layout Plan Update
Hilton Head Isand Airport
Hilton Head Isand, South Carolina
FAA Project Number
TBI Project Number
TBI Project No. 2119-2301
June 4, 2024

DESCRIPTION	PRIN	SPM	PM	SRPLN	ENG V	ENG II	TECH 5	ADMIN V
Task 7 Alternatives Development and Evaluation								
7.1 Prepare Alternatives Analysis	30	30	32	120	0	8	0	0
7.2 Revise Alternatives	16	16	16	24	ő	8	0	0
7.3 Development Estimates	16	16	16	32	0	40	0	0
7.4 Modification to Standards	8	16	32	60	0	0	Ŏ	0
7.7 Woodforton to Change Co	•	10	32	•	·	٠	•	Ū
Task 8 Runway Protection Zone Analysis								
8.1 Evaluate properties within proposed RPZ	0	8	8	4	0	8	0	0
8.2 Develop property alternative exhibits	0	4	4	8	0	4	0	Ō
8.3 Develop property alternative estimates	0	2	2	4	Ó	4	Ó	Ó
8.4 Evaluate readways within proposed RPZ	0	8	8	4	Ó	Ó	Ó	ō
8.5 Develop roadway alternative exhibits	Ō	6	6	16	Ō	ō	Ŏ	ō
8.6 Develop roadway alternative estimates	Ō	4	4	6	0	6	ō	ō
8.7 Runway safety area analysis	ō	6	6	6	ŏ	ō	ō	ŏ
Task 9 Environmental Considerations								
					•		•	
9.1 Air Quality 9.2 Coastal Resources	0	0	2	0	0	0	0	0
	0	0	2	0	0	0	0	0
9.3 Compatible Land Use	0	0	2	0	0	0	0	0
9.4 Construction Impacts	0	0	2	2	0	0	0	0
9.5 Department of Transportation Act: Sec. 4(f)	0	0	2	0	0	0	0	0
9.6 Farmlands	0	0	2	2	0	0	0	0
9.7 Fish, Wildlife, and Plants	0	0	2	0	0	0	0	0
9.8 Floodplains	0	0	2	2	0	0	0	0
<ol> <li>9.9 Hazardous Materials, Pollution Prevention, and Solid Waste</li> </ol>	0	0	2	0	0	0	0	0
9.10 Historical, Architectural, Archeological, and Cultural	0	0	2	0	0	0	0	0
Resources								
9.11 Light Emissions and Visual Impacts	0	0	2	0	0	0	0	0
9.12 Natural Resources and Energy Supply	0	0	2	0	0	0	0	0
9.13 Noise	0	16	16	4	0	2	0	0
9.14 Secondary (Induced) Impacts	0	0	2	0	0	0	0	0
9.15 Socioeconomic Impacts, Environmental Justice, and	0	0	2	0	0	0	0	0
Children's Environmental Health and Safety Risks								
9.16 Water Quality	0	0	2	1	0	0	0	0
9.17 Wetlands	0	0	2	2	0	Ö	ō	Ö
9.18 Wild and Scenic Rivers	Ö	ō	2	0	Ŏ	ŏ	ŏ	ŏ
9.19 Draft Environmental Considerations Chapter	Ö	ō	16	8	ŏ	ŏ	ŏ	ŏ
Task 10 Airport Layout Plans								
10.1 Cover Sheet	•					_		
10.1 Cover sheet 10.2 Existing Conditions	0	2	2	10	0	0	0	0
	-	4	4	46	0	0	0	0
10.3 Airport Layout Plan	0	4	4	70	0	0	0	0
10.4 Terminal Area Plan	0	4	4	56	0	0	0	0
10.5 Airport Airspace Drawing (Part 77)	0	2	2	28	0	0	0	0
10.6 Inner Portion Approach Surface	0	2	2	56	0	0	0	0
10.7 Runway Departure Surface	0	2	2	38	0	0	0	0
10.8 Runway Centerline Plan and Profile	0	2	2	28	0	0	0	0
10.9 Land Use	0	4	4	32	0	0	0	0
10.1 Property Map	0	8	8	28	0	5	0	0
10.11 FAA Checklist	0	4	4	12	0	0	0	0
Task 11 Capital Improvement Plan								
11.1 Staged Development Breakout	0	0	2	0	0	4	0	0
11.2 Staged Development Estimates	0	16	2	0	0	40	0	0
11.3 Funding Sources Breakout	0	0	2	Ö	Ō	4	ō	ō
11.4 Coordination and Revisions	4	4	2	0	0	4	Ó	0

MANHOUR ESTIMATE
Afrort Layout Plan Update
Hilton Head Isand Afrort
Hilton Head Isand, South Carolina
FAA Project Number
TBI Project No. 2119-2301
June 4, 2024

DESCRIPTION	PRIN	SPM	PM	SR PLN	ENG V	ENG II	TECH 5	ADMIN V
11.5 Draft Facilities Implementation Plan Chapter	2	2	4	0	0	4	0	0
Task 12 19B Survey								
12.1 Verify Imagery	0	4	4	16	0	0	0	0
12.2 Verify Obstruction Data	0	4	4	24	0	0	0	0
Task 13 Modification to Standards								
13.1 Taxiway Object Free Area Modification of Standards	. 0	12	24	20	0	12	0	8
13.2 Runway to Taxiway Separation Modification of Standards	0	12	24	20	Ó	12	Ó	8
Task 14 Business Plan								
14.1 Review of Airport leases	0	6	8	6	8	0	0	0
14.2 FBO rent and charges	0	6	8	6	8	0	0	0
14.3 Parking fees	0	6	8	6	8	0	0	0
14.4 Review of historical maintenance costs	0	6	8	6	8	0	0	0
14.5 Review of historical operating costs	0	6	8	6	8	0	0	0
14.6 Review of airport minimum standards	0	6	8	6	8	0	0	0
14.7 Review other non-aviation revenue sources	0	6	8	6	8	0	0	0
14.8 Draft Business Plan	16	24	40	24	0	0	0	0
14.8 Final Business Plan	16	24	40	24	0	0	0	0
Task 15 Project Documentation								
15.1 Initial Draft Submission	0	4	16	16	0	8	0	0
15.2 Initial Draft Coordination and Revisions	0	4	16	16	0	8	0	0
15.3 Final Draft Submission	0	4	16	16	0	8	0	0
15.4 Final Draft Coordination and Revisions	0	4	16	16	0	8	0	0
15.5 Final Submittal	0	4	16	16	0	8	0	0
15.6 Prepare Executive Summary	0	4	16	16	0	8	0	0
	272	632	1028	1169	56	299	0	69

FEE ESTIMATE
Airport Layout Pian Update
Hilton Head Isand Airport
Hilton Heasd Island, South Carolina
FAA Project Number
TBI Project No. 2119-2301
June 4, 2024

Airport Master Plan Update DIRECT LABOR COST		BILLING RATE	ESTIMATED MANHOURS	ESTIMATED COST
Principal	PRIN	\$ 290	272	\$ 78,880.00
Senior Project Manager	SPM	\$ 250	632	\$ 158,000.00
Project Manager	PM	\$ 230	1,028	\$ 236,440.00
Senior Planner	SR PLN	\$ 171	1,169	\$ 199,899.00
Engineer V	ENG V	\$ 185	56	\$ 10,360.00
Engineer II	ENG II	\$ 120	299	\$ 35,880.00
Technician V	TECH V	\$ 141	299	\$ 42,159.00
Secretary/Admin IV	ADMIN V	\$ 90	69	\$ 6,210.00
SUBTOTAL			3,824	\$ 767,828.00
Airport Master Plan Update		UNIT	ESTIMATED	ESTIMATED
DIRECT EXPENSES	UNIT	RATE	UNITS	COST
Travel	mi	\$ 0.670	24000	\$ 16,080.00

Airport Master Plan Update <u>DIRECT EXPENSES</u>	UNIT	UNIT RATE	ESTIMATED UNITS	ESTIMATED COST
Travel	mi	\$ 0.670	24000	\$ 16,080.00
Per Diem	ca	\$ 287.00	60	\$ 17,220.00
Reproduction	ea	\$ 2,000.00	5	\$ 10,000.00
Shipping/ Postage	ea	\$ 500.00	1	\$ 500.00
Telecom/fax	ea	\$ 200.00	1	\$ 200.00
Misc. supplies	ea	\$ 750.00	1	\$ 750.00
Visioning Session	İs	\$ 750.00	1	\$ 750.00
SUBTOTAL				\$ 45,500.00

Subconsultants		UNIT	ES	<b>FIMATED</b>	ESTIMATED
DIRECT EXPENSES	UNIT	RATE		UNITS	COST
Meeting Facilitator	ls	1	\$	95,000	\$ 95,000.00
Business Plan	ls	1	\$	100,000	\$ 100,000.00
Aerial Photography & Mapping	ls	1	\$	95,350	\$ 95,350.00
SUBTOTAL					\$ 290,350.00

#### Roy W. Johnson, AIA 3741 Larkston Drive Charlotte, North Carolina 28226-7024

December 20, 2023

Mr. Carl M. Ellington, Jr. PE Talbert, Bright & Ellington, Inc. 3525 Whitehall Park Drive, Suite 210 Charlotte, NC 28273

#### Dear Carl:

This letter will confirm our understanding concerning the Hilton Head Island ALP Update. You have requested my assistance from 2024 through 2026. My role will be to be the facilitator for the meetings and presentations, as well as advice about how to approach our work with the community. The scope of this proposal is:

I will provide my time for the above work for a daily fee of \$2,000 per day. Travel will be billed at per diem rate of \$425. That would make a 2-day trip total \$4,850. I've assumed a total of 6 2-day trips over the span of roughly 2 years. If that is incorrect let me know

You may reach me directly at 704.698.5866 as needed. I look forward to being part of your team once again to meet the expectation of a top quality ALP Update for the Hilton Head Island Airport. Thank you again for offering this opportunity to me.

Most cordially,

Roy W. Johnson, Emeritus Architect



August 30, 2023

TALBERT, BRIGHT & ELLINGTON, INC.

Patrick E. Turney, PE, PLS Project Manager 3525 Whitehall Park Drive, Suite 210 Charlotte, NC 28273 704-426-6070 704-426-6080 (Fax)

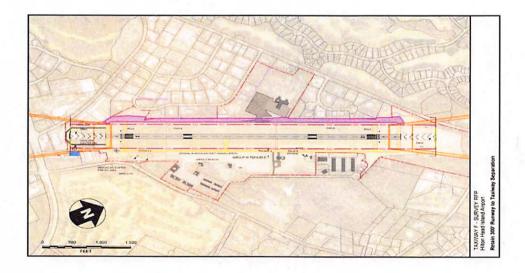
RE: As-built Survey for a portion of Taxiway F of the Hilton Head Island Airport, SC

Atlas Surveying has proposed to do the following work:

 Atlas will provide an As-built Survey of the Below specified area in purple (± 10 acres & 5,000 Linear Feet). The fee for this service will be \$7,500.

#### Survey will include the Following:

- We will overlay the new survey onto an existing cad file provided by the client.
- Existing Fences-note that the survey area will include fence direction changes for about 5-10 feet as the fence lines reach the survey area limits in some locations.
- Existing buildings located inside of the below purple scope.



168 Boardwalk Drive, Suite A, Ridgeland, SC 29936 · 843-645-9277 · www.atlassurveying.com Savannah/Hilton Head | Charleston | Charlotte | Greenville Spartanburg



June 3, 2024

Troy G. McNall TALBERT, BRIGHT & ELLINGTON 107 Westpark Boulevard, Suite 135 Columbia, South Carolina 29210

RE: Proposal: Aeronautical Survey at Hilton Head Airport (HXD)

Dear Mr. McNall:

We appreciate the opportunity to provide a proposal for supporting Talbert, Bright & Ellington with geospatial services at the Hilton Head Airport (HXD) in Hilton Head Island, South Carolina. The fee and buileted list of scope functions is understood to be completed in accordance with the FAA Advisory Circulars 150/5300-16B, -17C, change 1 and -18B, change 1 and FAA ARP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans.

#### **Project Understanding**

Woolpert understands that this project is focused on the update of an Airport Layout Plan. Woolpert's role will be focused on meeting the requirements of AC-18B, Table 2-1, Survey Requirements Matrix, for the Airport Layout Plan (ALP) column and performing these three main tasks:

- Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "A" for Existing Runway 03/21.
- Obstruction analysis for FAR Part 77, 13B Table 3-2 and PAPI OCS/LSCS surfaces for existing and Ultimate Runway 03/21 as shown in Attachment "B".
- 3) Planimetric/topographic mapping of Mapping Limits as shown in Attachment "C."

Task 01 - Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "B" for Existing Runways 03/21.

- Initiate and complete the ADIP Project set up process for an Airport Layout Plan Periodic Update.
  - Develop SOW and plans as required.
- HXD (formerly 49J) does possess existing PACS/SACS. These Existing PACS and SACS will used for the basis
  of control in accordance with AC-16B.
- Ground survey to be performed by Woolpert.
- Establish photogrammetric control and collect stereo imagery covering the surface area defined by the Vertically Guided Runway standards.
  - Estimated 18 control points and 5 check points.
  - Collect imagery at an imagery scale of 1"=800', flight layout will be provided.
  - Collected with leaf-on conditions.
- Geo-referencing of aerial photography.
- Runway critical point survey on all usable runways.
- Runway profile survey on all usable runways.

11301 Carmel Commons Blvd., Suite 300 Charlotte, NC 28226 704,526,3018



- Navigational aid inventory for NAVAIDs associated with the airport, including the associated perpendicular points.
- Obstruction analysis for objects penetrating the Vertically Guided surfaces.
  - Woolpert will request existing obstruction data for HXD from the FAA for review of the OIS. This
    is a value-added service where the airspace around HXD and the existing obstacles would be
    updated, rather than new obstacles being created in the FAA's database, on top of what already
    resides there.
  - Woolpert will collect objects penetrating the OIS using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of AC 150/5300-18B.
- Development of new ortho-photography for the area as depicted in Attachment D.
  - Pixel resolution of 0.5-feet over the entire survey area.
- Collect major landmark features within imagery coverage.
- Population of calculable and required attributes.
- Develop an AGIS compliant data file containing the safety critical data required to achieve instrument approach procedure development.
- Develop the final reports and submit to ADIP.
  - Imagery Acquisition Report
  - Final Project Report

Task 02 - Obstruction analysis for Part 77 Non-Precision Type C for Existing runway 03/21. Airspace analysis for Runway Type 4, 6 and Departure Surface for Existing Runway 03/21, pursuant to AC 150/5300-13B Tables 3-3 and 3-4.

- Obstruction analysis for surface penetrations of the FAR Part 77 surfaces.
  - Existing Runways 03 and 21 have Non-Precision Type C (34:1)
  - FAR Part 77 analysis will include Primary, Approach, Transition, Horizontal, and Conical surfaces.
  - FAR Part 77 analysis will include an AutoCAD file to be incorporated into the ALP.
- Tables 3-3 and 3-4 "Approach/Departure Standards Table" of the most current FAA AC 150/5300-13B,
   Part 77 and PAPI OCS/LSCS data for existing and ultimate surface types will be provided by Talbert,
   Bright & Ellington prior to Woolpert's airspace analysis.
  - The obstacle data will be delivered in a layer that shows only objects (with object identification) penetrating the approach surfaces for each existing and proposed runway end. Top elevations of penetrating objects will be provided. Groups of trees penetrating, or heavily wooded areas that penetrate will be represented with polyline boundaries depicting the extent of penetrations, and representative tree top elevations provided within the penetration boundary.
  - The obstacle data will also be delivered in a layer that shows only objects (with object identification) within ten (10) feet vertically of penetrating the approach surfaces for each existing and proposed runway end. Top elevations of objects within ten (10) feet vertically of penetrating will be provided. Groups of trees within ten (10) feet of penetration, or heavily wooded areas within ten (10) feet of penetration, will be represented with polyline boundary depicting extent of areas within ten (10) feet of penetrating, and representative tree top elevations provided within polyline boundary.
- Develop and deliver to Talbert, Bright & Ellington a Microsoft Excel file containing information to all Obstacles that were collected within the Obstruction Identification Surfaces:
  - 18B applicable surfaces, 13B Table 3-2 applicable surfaces and applicable FAR Part 77 surfaces.
  - This spreadsheet will contain Northing, Easting, Elevation, Penetration Depth, Station, and Offset information.

June 3, 2024 2



#### Task 03 - Planimetric/Topographic mapping of Mapping Limits as shown in Attachment "C."

- Utilize imagery collected for airspace analysis and AC-17C deliverables for development of planimetric and topographic mapping.
- Develop mapping features to generate 1"=100' scale mapping at 2' contour intervals.
- Mapping will include features required for standard Airport Layout Plan (ALP) base mapping as shown in Attachment "E."
- Mapping will also include the following additional features:
  - Forest stand area on and off airport
  - Building spot elevations on airport
  - Concrete pads and sidewalks
- Mapping file will be delivered in an AC-18B compliant AGIS file.
- Mapping will also be delivered in AutoCAD Release 2018 drawing file for TB&E use. All spot elevations will
  be on a separate layer and contain an attribute for elevation(s) and point description. All contours will be
  polylines with intermediate and index layers. The .xml file used to create topography and planimetrics will
  be provided to TBE. A TBE drawing template will be provided to ensure the layers in the drawing are in
  accordance with TBE's layer convention. An ASCII or text file of the point information shall also be
  provided.
- Maps shall be produced in accordance with national map standards.
- Submit data to the Airport Layout Plan Periodic Update ADIP project created in Task 01.

Woolpert is in compliance with Title VI Assurances.

#### Lump Sum Fee Breakdown

Lump Sum Fee Estimate AGIS Periodic Update a	nd Design Surveys
Task 01: AGIS compliant AC-18B Surveys	\$55,800.00
Task 02: FAR Part 77 & 13A Obstruction Analysis	\$14,250.00
Task 03: Planimetric/Topographic Mapping (2')	\$18,300.00
Project Total =	\$88,350.00

Woolpert estimates the entire project to take 6 months from the date of imagery acquisition to the delivery of the final data file and report to the Airports GIS website. The proposed fee estimates are valid for ninety (90) days from proposal date.

Please don't hesitate to contact me to discuss any comments or questions you may have (704.526.3018).

Sincerely

Woolpert, Inc. Paul F. Akers, PLS, PMP Aviation Project Manager

Senior Associate

Elic Runer

Woolpert, Inc. Eric Risner, PMP, PS Aviation Practice Leader

Vice President

June 3, 2024

3



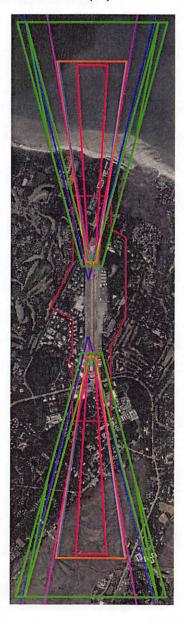
# Attachment A: Flight Layout (6" GSD Imagery)



June 3, 2024



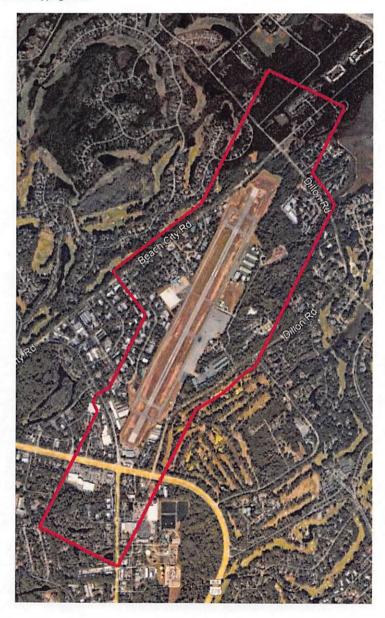
Attachment B: Existing Obstacle Identification Surfaces (OIS)



June 3, 2024 5



# Attachment C: Mapping Limits



June 3, 2024 6



# Attachment D: Ortho Imagery Limits



June 3, 2024



#### **Attachment E: Standard Mapping Features**

	Minim	ım T	o Dev	elop /	ALP		
Saf	ety Critical			No	n-Safety Critical		
		On Airport	Off Airport			On Airport	Off Airport
1	AirportControlPoints	X	X	1	AircraftGateStand	X	
2	CoordinateGridArea	X	X	2	AircraftNonMovementArea	X	Г
3	MarkingArea (Runway only)	X		3	AirfieldLight	X	
4	MarkingLine (Runway only)	X		4	AirportSign	X	Г
5	Navaidequipment	X	X	5	Apron	X	Г
6	Obstacle	X	X	6	ArrestingGear	X	Г
7	ObstructionArea	X	X	7	Bridge	X	>
8	ObstructionIDSurface	X	X	8	Building	X	3
9	Runway	X		9	DrivewayArea	X	Γ
10	RunwayBlastPad	X		10	DrivewayCenterline	X	Г
11	RunwayCenterline	X		11	ElevationContour	X	3
12	RunwayElement	X	П	12	Fence	X	Γ
13	RunwayEnd	X		13	ForestStandArea	X	Г
14	RunwayHelipadDesignSurfaces	X	X	14	Gate	X	Г
15	RunwayIntersection	X		15	ImageArea	X	>
16	RunwayLabel	X	П	16	LandmarkSegment	X	3
17	RunwayLAHSO	X		17	MarkingArea (Off Runway)	X	Г
18	TouchDownLiftOff	X		18	MarkingLine (Off Runway)	X	Г
			70	19	MovementArea	X	
				20	ParkingLot	_	>
				21	PassengerLoadingBridge	X	Г
				22	RailroadCenterline	X	>
				23	RailroadYard	X	>
				24	RoadCenterline	X	>
				25	RoadPoint	X	X
				26	RoadSegment	X	X
				27	RunwayArrestingArea	X	
				28	Shoreline	X	X
				29	Shoulder	X	Г
				30	State	X	X
				31	TankSite	X	Г
				32	TaxiwayElement	X	Г
				33	Taxiwayholdingposition	X	
					TaxiwayIntersection	X	Г
					Tower	X	X
					Wetland (no official delineation)	X	Χ

June 3, 2024



# **Attachment F: Survey Requirements**

asconded End Use of the Data  Required Tasks: V	AC Reference	Airport Layout Plan (ALP)	Instrument Procedure Development	Constantia
			TAVEIOPMEN	i
Provide a Survey and Outlity Control Plan	150/5300-16/17/18	<del>  .                                     </del>		<del>                                     </del>
atablish or validate Airport Geodetic Control	150/5300-16	•	٠	PACS and SACS exist Validation only
Verform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•	•	
kerver remer ends l'ibreshold's)	150/5300-18	<del></del>		<del> </del>
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Document surrow end's Vibresheld location(s)	150/5300-18	· · · · · · · · · · · · · · · · · · ·	•	
dentify and survey any displaced threshold's)	150/5300-18	•	•	
forament displaced threshold(s)	150:5300-18	•	•	
locument distraced threshold s) location	150/5300-18	•		<u> </u>
Selectroine or wildere remove length	150/5300-18	<del></del>	•	<del>                                     </del>
Determine or validate messay width	150/5300-18	<u> </u>	<del></del>	ļ
Selectrico rumero profile usina 50 foot atmions	150/5300-18	<del></del>	<del>-</del>	
Determine rusway profile using 10 foot stations Determine the touchdown come elevation (TDZF)	150/5300-18 150/5300-18	•	:	
Determine and document the intersection point of all specially	150/5300-18	<del>+ : -</del>	· · · · · · · · · · · · · · · · · · ·	
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Science and document me nonzona's extent of mil.	130 3300-10	1	ļ ,	ŀ
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street clearway to determine objects penetrating the stone	150/5300-18	<del></del>	•	
Actormine and decisment the Lexivary intersection to threshold	150/5300-18	<del></del>		<del>                                     </del>
stance		1		l .
Actornine narrow true eximath	150-5300-18	<del>-</del>	•	<u> </u>
Determine or validate and document the position of	150/5300-18	•	•	T
anizational aids				l .
Determine or validate and document the position of runway from points of meignious side	150:5300-18		•	
Determine potential materational aid screening objects	150/5300-18			
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Collect and document belieopter final approach and takeoff	150/5300-18	<del>  .                                     </del>	<del></del>	
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Affect or while and document arrows of a inertic data	150/5300-18	<del>-</del>		
Determine or validate the elevation of the Air Traffic Control	150-5300-18	•		1
lower Cab Floor (if one is on the ginsort)	1	ŀ	ŀ	I
erform or validate a torocrachic survey	150/5300-18	•		T .
Collect and document rraway and Lexiway limiting	150/5300-18	· · · · · · · · · · · · · · · · · · ·		
Collect and document parking stand coordinates	150/5300-18			
Collect cultural and natural features of landmark value	150/5300-18	•		
Scientistic elevation of roadways at the intersecting point of the	150-5300-18	•		
Rumany Protection Zone (RPZ) or the rumany centerline extended				
Scheming all Land Line to 65 DNL combus	150/5300-18	•		To be grantided by others
Assument features receiving digital cholescraths	150/5300-18	· · · · · · · · · · · · · · · · · · ·	•	
locument features remaring electrics	150-5300-18	· · · · · ·	<u> </u>	
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cellect continuent type from marketes  ocute, collect, and document photo ID points	150/5300-17	+		
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June 3, 2024 9

#### **ITEM TITLE:**

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT-OF-WAY OR TEMPORARY CONSTRUCTION EASEMENTS ON REAL PROPERTY ASSOCIATED WITH THE STUART POINT ROAD SIDEWALK PROJECT

# **MEETING NAME AND DATE:**

Public Facilities & Safety Committee Meeting; November 18, 2024

#### PRESENTER INFORMATION:

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

#### **ITEM BACKGROUND:**

After the 2018 Transportation Sales Tax was approved by voters on November 6, 2018, County Council approved Resolution 2019/44 identifying the specific projects and authorizing the acquisition of all rights-of-way needed by the County in order to complete the construction of projects associated with the Tax Referendum. Additionally, Council approved Resolution 2021/20 establishing a right-of-way acquisition policy for the property associated with Tax Referendum projects.

#### PROJECT / ITEM NARRATIVE:

Project plans have been developed to provide for an 8-ft pathway along the north side of Stuart Point Road in the Seabrook area stretching for approximately 2 miles from US 21 to Delaney Circle. New right-of-way and temporary construction easements are needed on 38 parcels as identified in Exhibit A attached to the proposed Ordinance. Staff, working along side the project right-of-way agent, will negotiate directly with each landowner for the acquisition of necessary right-of-way and temporary construction easements in accordance with the thresholds identified in Resolution 2021/20.

#### **FISCAL IMPACT:**

Acquisition of right-of-way shall be at fair market value established by a licensed appraisal; Funded by the 2018 One Percent Transportation Sales and Use Tax

#### STAFF RECOMMENDATIONS TO COUNCIL:

Approval to accept Right of Way interests or temporary construction easements for the parcels shown in Exhibit A, attached to the proposed Ordinance, that are associated with Stuart Point Road 8-ft Sidewalk

#### **OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny/amend an ordinance authorizing the County Administrator to execute any and all necessary documents for the acceptance of right-of-way or temporary construction easements on real property associated with the Stuart Point Road Sidewalk Project

Next Step – three readings and a public hearing from County Council

<b>ORDINANCE 2024/</b>	'
------------------------	---

# AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT-OF-WAY OR TEMPORARY CONSTRUCTION EASEMENTS ON REAL PROPERTY ASSOCIATED WITH THE STUART POINT ROAD SIDEWALK PROJECT

WHEREAS, on November 6, 2018, the citizens of Beaufort County ("County") approved the 2018 One Cent Sales Tax Referendum to impose a One (1%) Percent Transportation Sales and Use Tax for not more than four (4) years, and to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million (\$120,000,000) Dollars to fund transportation-related projects; hereinafter collectively referred to as the "Tax Referendum"; and

**WHEREAS**, Beaufort County Council ("Council") approved Resolution 2019/44 identifying the specific projects and authorizing the acquisition of right-of-way needed by the County in order to complete the construction of projects associated with the Tax Referendum. Additionally, Council approved Resolution 2021/20 establishing a right-of-way acquisition policy for the property associated with Tax Referendum projects; and

WHEREAS, the County desires to acquire the certain right-of-way and temporary construction easements necessary to meet the County, South Carolina Department of Transportation, and the Federal Highway Administration standards for the construction of an eight (8) foot wide sidewalk on Stuart Point Road in the Seabrook area of Beaufort County. The acquisition area consists of the right-of-way or temporary construction easement areas shown in "Exhibit A" attached hereto and incorporated herein by reference. The project details provided herein and associated property described in Exhibit A are collectively hereinafter referred to as the "Stuart Point Road Sidewalk Project"; and

**WHEREAS**, in accordance with Resolution 2019/44, Resolution 2021/20 and in order to establish just compensation, the County shall obtain appraisals for each of the right-of-way acquisitions. Funds from the Tax Referendum shall fund the compensation to real property owners and any cost and fees associated with both the right-of-way acquisitions or temporary construction easements; and

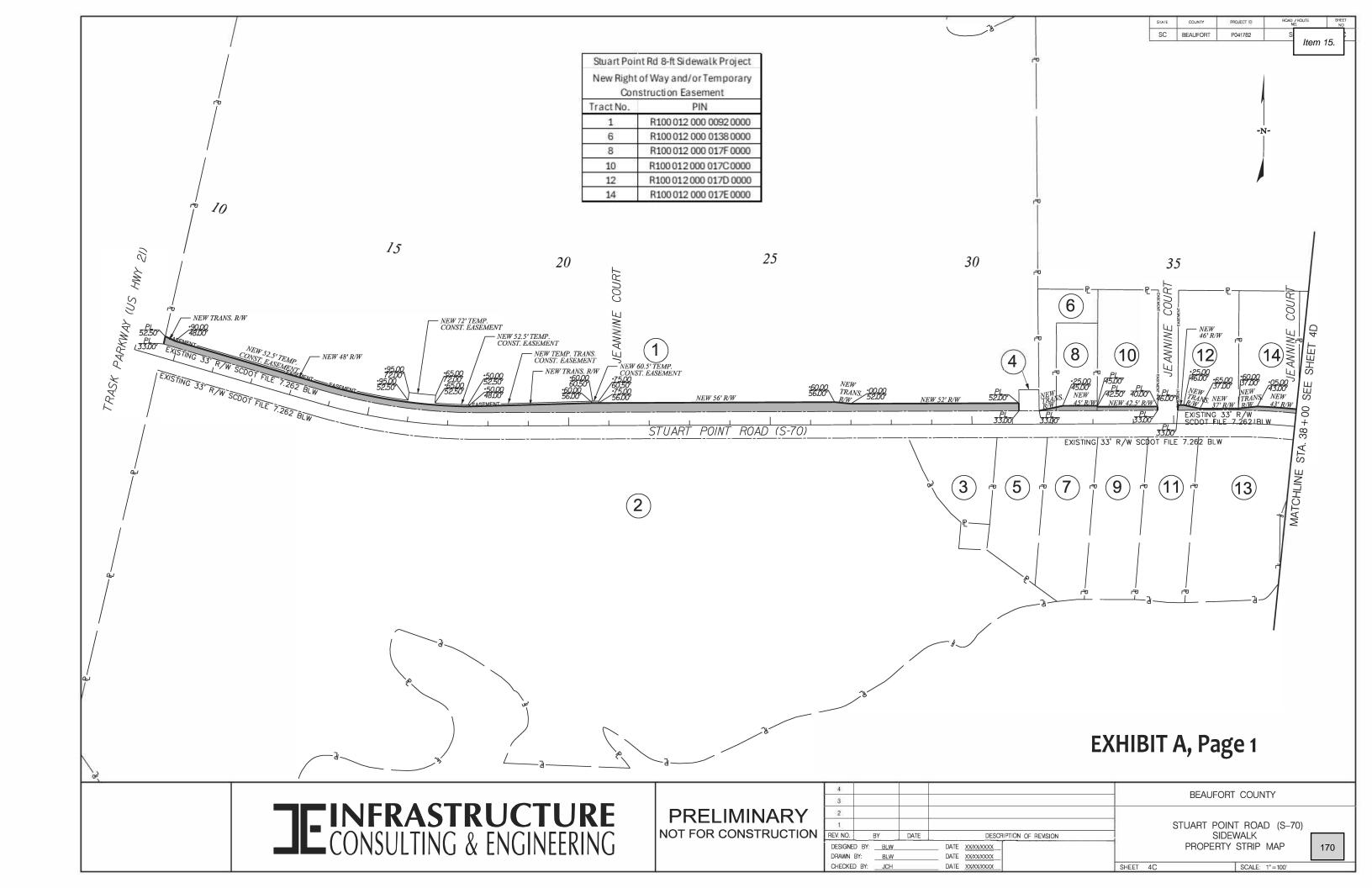
**WHEREAS**, the Council believes that it is in the best interest of its citizens to formalize the County's right-of-way interest or temporary construction easements in real property, and as described in Exhibit A, that are associated with the Stuart Point Road Sidewalk Project.

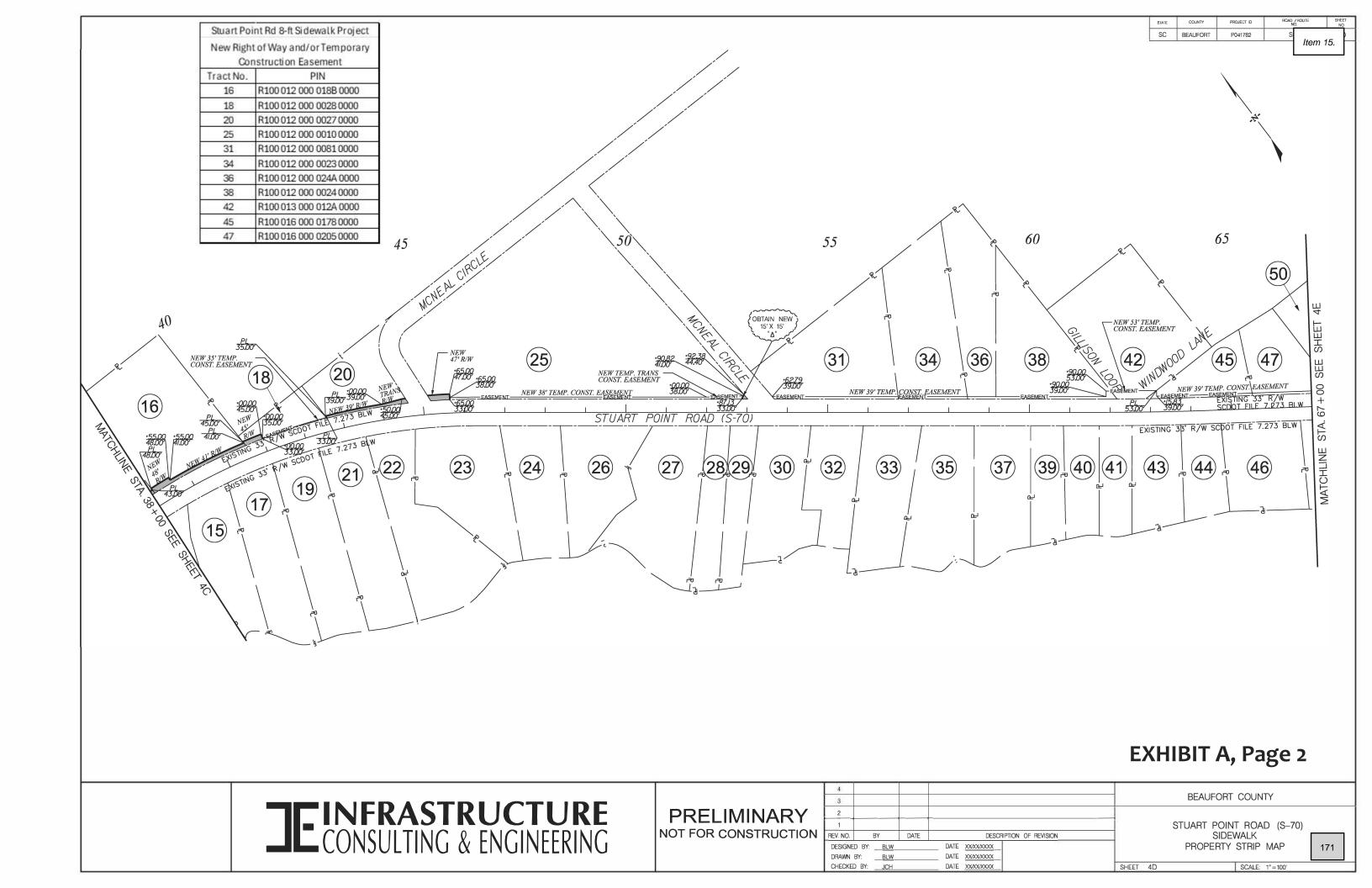
**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council hereby authorizes the County Administrator to execute any and all necessary documents for the acceptance of right-of-way or temporary construction easements on real property associated with the Stuart Point Road Sidewalk Project where said properties are further described in "Exhibit A", attached hereto and incorporated herein by reference.

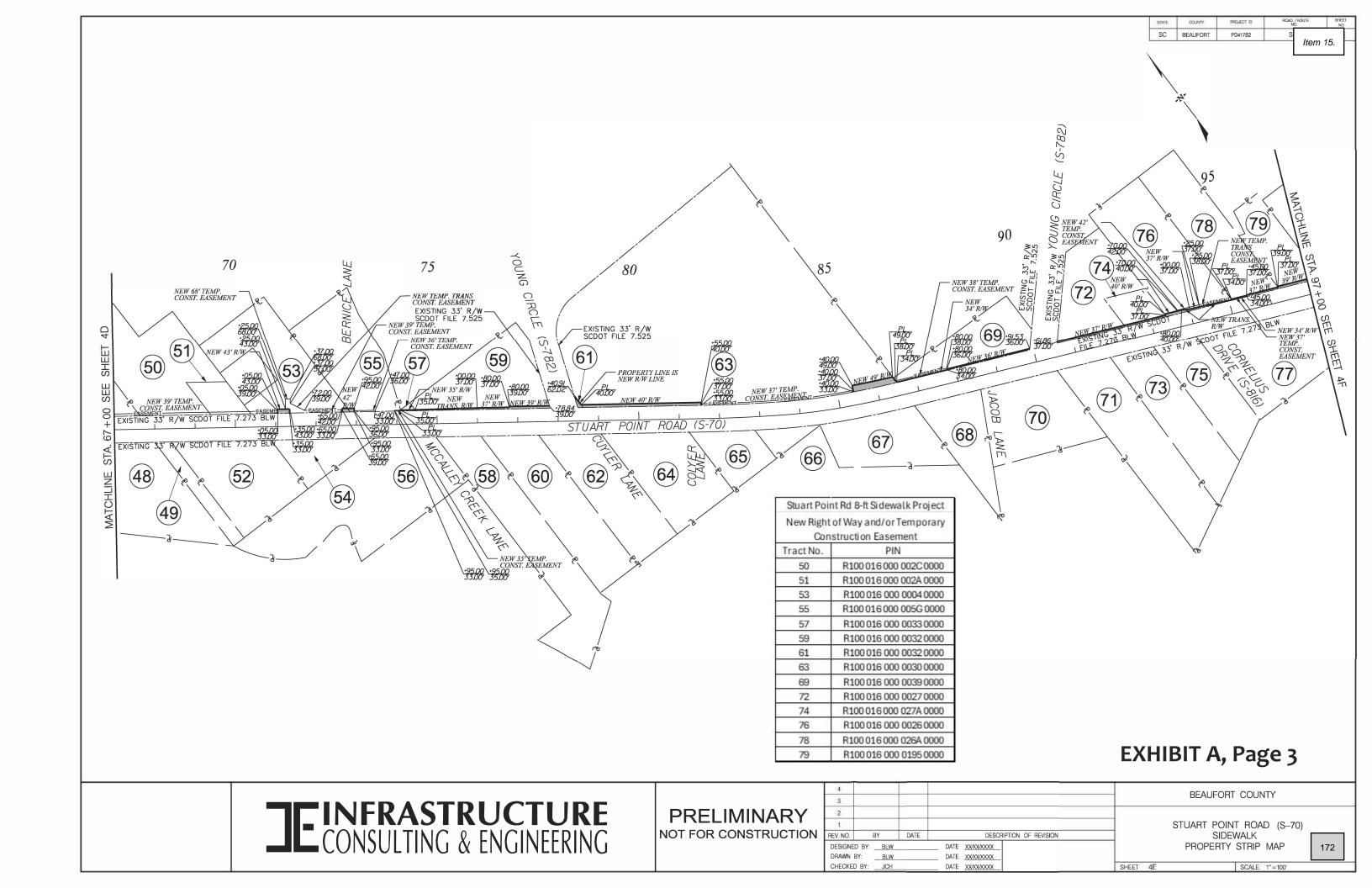
<b>ADOPTED</b> this day of , 20
---------------------------------

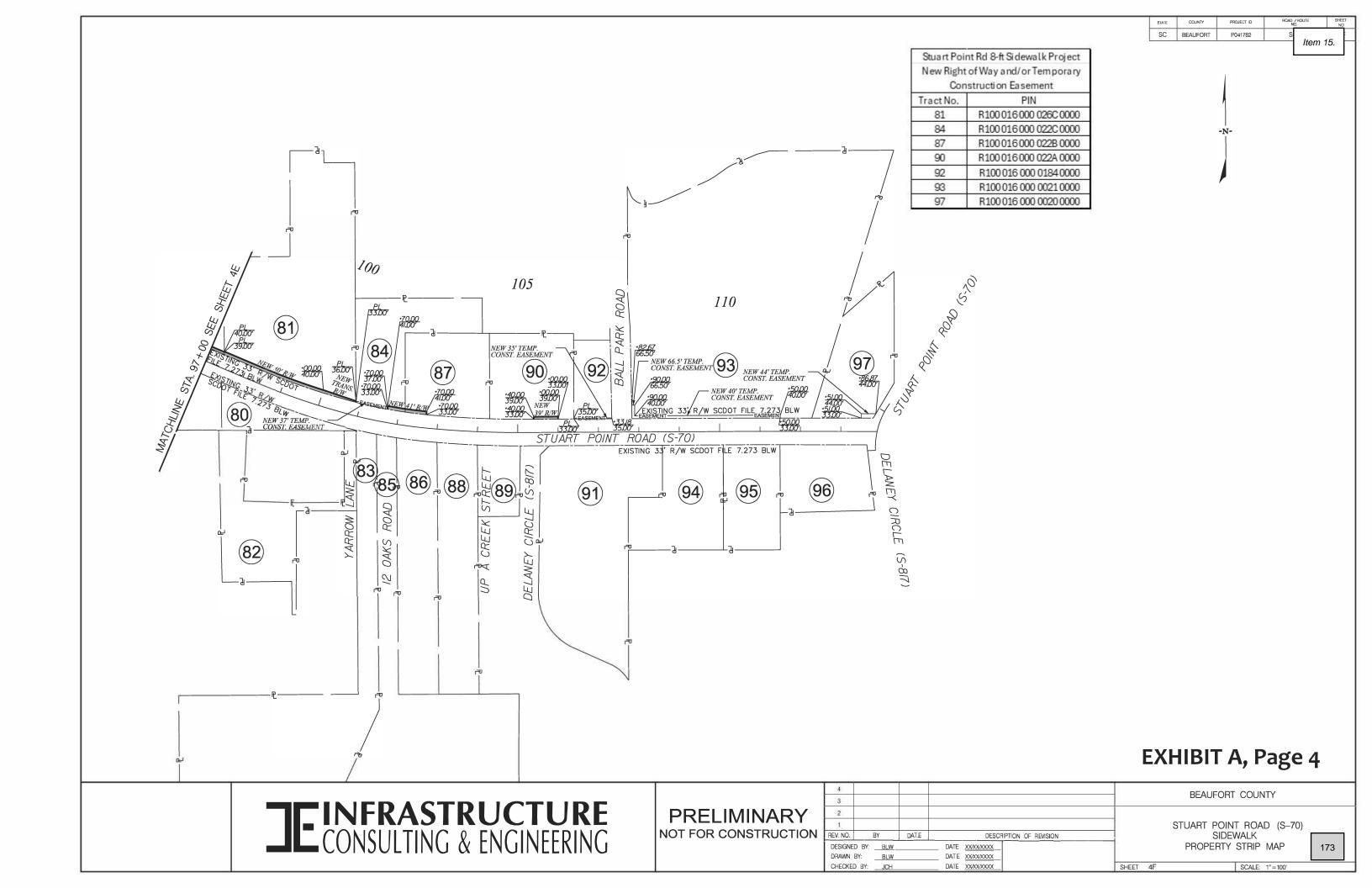
# COUNTY COUNCIL OF BEAUFORT COUNTY

	By:
	Joseph Passiment, Chairman
ATTEST:	
Sarah W. Brock, Clerk to Council	
Third and Final Reading: Public Hearing: Second Reading: First Reading:	









# **RESOLUTION 2021/20**

A RESOLUTION ESTABLISHING RIGHT OF WAY ACQUISITION POLICIES ASSOCIATED WITH THE IMPLEMENTATION OF 2018 ONE CENT SALES TAX REFERENDUM PROJECTS APPROVED BY VOTERS NOVEMBER 6, 2018

WHEREAS, , Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1 %) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

**WHEREAS**, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

WHEREAS, County Council adopted Resolution 2019/44 attached as Exhibit "A" authorized the acquisition of all right of ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right of ways needed to complete projects listed on attached Exhibit "A"; and

WHEREAS, County Council further authorized, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects; and

WHEREAS, in an effort to expedite the acquisition process necessary for project completion, exceptions to the current property purchasing standards need to be addressed as the program is governed by an Intergovernmental Agreement with South Carolina Department of Transportation (SCDOT) and shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and S.C. Code of Laws Titles 57 and 28, as amended; and

WHEREAS, in an effort to expedite projects to the construction stage, the County Administrator, currently authorized to approve payments not to exceed \$50,000, be authorized to approve right of way (ROW) transactions up to \$500,000 and delegate negotiating authority to the acquisition team as follows:

- 1. Assistant County Administrator Engineering up to \$250,000
- 2. Director of Transportation Engineering up to \$100,000
- 3. Right of Way Manager up to \$50,000

WHEREAS, County Council shall approve all payments exceeding \$500,000 and shall approve eminent domain proceedings; and

WHEREAS, to expedite payment for the right of way acquisition process, the County waives the requirement to issue purchase orders over \$1,500 and will amend the Beaufort County Procurement Code; and

**NOW, THEREFORE, BE IT RESOLVED** Beaufort County Council hereby establishes the right of way acquisition policies and approval authorities for the 2018 One Cent Transportation Sales Tax Referendum program as set forth above.

ADOPTED this 28th day of June 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By:

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

# Exhibit "A"

#### RESOLUTION 2019 / 44

WHEREAS, Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1%) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

WHEREAS, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

WHEREAS, the voters of Beaufort County voted to approve implementing the one (1%) percent sales tax by a margin of nearly fifty-eight (58%) percent; and

WHEREAS, it is necessary to acquire right-of-ways from private landowners for the purpose of implementing the public projects hereinafter enumerated which were approved by the citizens of Beaufort County; and

WHEREAS, all acquisitions of such right-of-ways will conform to the standards approved by Beaufort County, South Carolina Department of Transportation and the Federal Highway Administration; and

WHEREAS, the construction of all projects is vital to the health and safety of the residents, citizens and tourists in Beaufort County, including, but not limited to, evacuation routes in the event of hurricanes; and

WHEREAS, Beaufort County will conduct 2 public meetings on each of the roadway and pathway projects in order to disseminate project information and obtain community feedback, and;

WHEREAS, Beaufort County staff will update the Public Facilities Committee on a quarterly basis regarding the status of ongoing capital projects, and;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right-of-ways needed to complete the following projects:

- 1. Hilton Head Island US 278 Corridor Traffic Improvements
- 2. Lady's Island Corridor Traffic Improvements
- 3. Sidewalks and Multi-Use Pathways Safe Routes to School:
  - a. Burnt Church Road, Ulmer Road, and Shad Road
  - b. Laurel Bay Road Pathway Widening
  - c. Bluffton Parkway Phase I
  - d. Joe Frazier Road
  - e. Meridian Road
  - f. Alljoy Road
  - g. Salem Road, Old Salem Road, and Burnt Hill Road
  - h. Middle Road
  - i. Stuart Point
  - j. Broad Rover Boulevard and Riley Road
  - k. Broad River Drive
  - l. Lake Point Drive and Old Miller Road Pathway Connection

- m. Dr. Martin Luther King, Jr. Drive
- n. Ribuat Road to Parris Island Gateway
- o. Pine Grove Road and Burton Wells Road
- p. Spanish Moss Trail Extension
- q. Seabrook Road
- r. Depot Road
- s. Chowan Creek Bluff
- t. U.S. 17 Pathways Extension
- u. Bruce K. Smalls
- v. Paige Point
- w. Big Road
- x. Big Estate Road

IT IS FURTHER RESOLVED, that County Council further authorizes, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects.

Adopted this 18th day of November, 2019.

COUNTY COUNCIL OF BEAUFORT

COUNTY

Stewart H. Rodman, Chairman

Attest:

Sarah W. Brock, Clerk to Council

# RESOLUTION 2019 / 44

WHEREAS, Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1%) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

WHEREAS, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

WHEREAS, the voters of Beaufort County voted to approve implementing the one (1%) percent sales tax by a margin of nearly fifty-eight (58%) percent; and

WHEREAS, it is necessary to acquire right-of-ways from private landowners for the purpose of implementing the public projects hereinafter enumerated which were approved by the citizens of Beaufort County; and

WHEREAS, all acquisitions of such right-of-ways will conform to the standards approved by Beaufort County, South Carolina Department of Transportation and the Federal Highway Administration; and

WHEREAS, the construction of all projects is vital to the health and safety of the residents, citizens and tourists in Beaufort County, including, but not limited to, evacuation routes in the event of hurricanes; and

WHEREAS, Beaufort County will conduct 2 public meetings on each of the roadway and pathway projects in order to disseminate project information and obtain community feedback, and;

WHEREAS, Beaufort County staff will update the Public Facilities Committee on a quarterly basis regarding the status of ongoing capital projects, and;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right-of-ways needed to complete the following projects:

- 1. Hilton Head Island US 278 Corridor Traffic Improvements
- 2. Lady's Island Corridor Traffic Improvements
- 3. Sidewalks and Multi-Use Pathways Safe Routes to School:
  - a. Burnt Church Road, Ulmer Road, and Shad Road
  - b. Laurel Bay Road Pathway Widening
  - c. Bluffton Parkway Phase I
  - d. Joe Frazier Road
  - e. Meridian Road
  - f. Alljoy Road
  - g. Salem Road, Old Salem Road, and Burnt Hill Road
  - h. Middle Road
  - i. Stuart Point
  - j. Broad Rover Boulevard and Riley Road
  - k. Broad River Drive
  - 1. Lake Point Drive and Old Miller Road Pathway Connection

- m. Dr. Martin Luther King, Jr. Drive
- n. Ribuat Road to Parris Island Gateway
- o. Pine Grove Road and Burton Wells Road
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- u. Bruce K. Smalls
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- w. Big Road
- x. Big Estate Road

IT IS FURTHER RESOLVED, that County Council further authorizes, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects.

Adopted this 18th day of November, 2019.

COUNTY COUNCIL OF BEAUFORT

**COUNTY** 

\_\_\_

Stewart H. Rodman, Chairman

Attest:

Sarah W. Brock, Clerk to Council

#### **ITEM TITLE:**

Approval of a Resolution for the second addendum to the Memorandum of Understanding (MOU) with the Town of Hilton Head for the St. James Baptist Church relocation project

# **MEETING NAME AND DATE:**

Public Facilities and Safety, November 18, 2024

#### PRESENTER INFORMATION:

Jared Fralix

Assistant County Administrator – Infrastructure (5 minutes)

#### **ITEM BACKGROUND:**

The County and Town of Hillton Head Island have been working jointly with St. James Baptist Church to relocate the church and the historic Cherry Hill School to a new location outside of the runway safety area from the Hilton Head Island Airport. On March 9, 2020, a MOU was entered into by both entities to memorialize their respective commitments towards the project. On October 13, 2023, an addendum was made to incorporate the Church as a party to the agreement and establish the provisions to develop a relocation package for the church acceptable to FAA. Included in the addendum was the provision for reimbursement to the Church for project manager services performed by Your Church Partners (YCP).

# **PROJECT / ITEM NARRATIVE:**

The pre-development services by YCP have been completed. To continue to advance the project, this second addendum is to make provisions for reimbursement to the Church for continued project management services provided by YCP for the remainder of the project. The project manager services include the design phase, construction phase, and close-out phase.

#### **FISCAL IMPACT:**

As part of the original MOU, both the Town and County deposited \$150,000 each, totaling \$300,000, into an account to share in the costs to prepare all of the preliminary documentation and studies necessary to secure FAA grant funding for the relocation of the Church and School. To date, there are still sufficient funds in the account for the expected expenses, and no additional funding is accounted for in this Addendum.

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends to approve the resolution for the second addendum to the Memorandum of Understanding (MOU) with the Town of Hilton Head for the St. James Baptist Church relocation project

#### **OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny the resolution the second addendum to the Memorandum of Understanding (MOU) with the Town of Hilton Head for the St. James Baptist Church relocation project.

(Move forward to County Council for approval on November 25, 2024)

#### **RESOLUTION 2024/**

# A RESOLUTION TO APPROVE THE SECOND ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF HILTON HEAD FOR THE ST. JAMES BAPTIST CHURCH RELOCATION PROJECT

The County Council of Beaufort County (the "*Council*"), the governing body of Beaufort County, South Carolina (the "*County*"), has made the following findings of fact;

WHEREAS, Beaufort County is the owner and operator of the Hilton Head Island Airport; and

**WHEREAS,** the Town is a South Carolina Municipal Corporation whose boundaries encompass the entirety of the Airport and is ancillary operations; and

**WHEREAS,** the St. James Baptist Church is a historic African-American congregation that is located adjacent to and in very close proximity to the north end of the Airport runway; and

**WHEREAS,** the County has previously entered into a Memorandum of Understanding dated March 9, 2020 (the "*Original MOA*") that memorializes the respective commitments to evaluate the potential relocation of the Church and School; and

WHEREAS, the County has previously entered into an Addendum to the original Memorandum of Understanding dated October 13, 2023 (the "Addendum to Original MOA") that adds the Church as a party to the original agreement and provides for the provision of reimbursement to the church for expenses associated with project manager expenses necessary to develop a relocation package for the church that is acceptable to FAA; and

**WHEREAS**, the Parties now desire to further clarify the roles and responsibilities of the Parties regarding the remainder of the project manager services related to the Project.

NOW THEREFORE, BE RESOLVED BY COUNTY COUNCIL OF BEAUFORT COUNTY, in a meeting duly assembled, as follows:

The second addendum makes provisions for reimbursement to the Church for continued project management services provided by Your Church Partners for the remainder of the project. The project manager's services include the design phase, construction phase, and close-out phase.

ADOPTED, this 25th day of November 2024.

C	OUNT:	Y COUNCIL	OF REA	AUFORT	COUNTY

	BY:
ATTEST:	Joseph Passiment, Chairman
arah W. Brock, Clerk to Council	

COUNTY OF BEAUFORT	) SECOND ADDENDUM TO A ) MEMORANDUM OF UNDERSTANDING )
THIS IS SECOND ADDENDUM TO A	MEMORANDUM OF UNDERSTANDING
("Addendum") is made and entered into this _	day of, 2024, by Beaufort
County, a body politic and political subdivision	on of the State of South Carolina ("County"), the
Town of Hilton Head Island, a South Carolin	na Municipal Corporation ("Town"), and the St.
James Baptist Church, ("Church"); hereinafter	collectively referred to as the "Parties."

)

STATE OF SOUTH CAROLINA

**WHEREAS**, the Church's building is currently located under the approach path of the Hilton Head Island Airport ("Airport") at the immediate northern end of the Airport runway and the Parties desire for the building to be relocated from this site due to safety concerns; hereinafter collectively referred to as the "Project"; and

**WHEREAS**, the Parties have agreed to cooperatively seek financial assistance from the Federal Aviation Administration ("FAA") to fund a portion of the Project's relocation expenses; and

**WHEREAS**, in support of the Project, the County and Town previously entered into Memorandum of Understanding ("Memorandum") on March 9, 2020 that outlined the cost sharing of various actions required to develop an informational package detailing the Project's relocation proposal to be submitted for the FAA's consideration; and

**WHEREAS**, the original Memorandum established a \$300,000 joint fund, \$150,000 from both the County and Town, to support the preliminary project services as described in the agreement; and

**WHEREAS**, the Parties previously entered into a First Addendum to amend the original Memorandum entered into between the County and the Town; and

**WHEREAS**, the First Addendum added the Church as a party to the Memorandum and clarified the roles and responsibilities of the Parties. Specifically, the Church desired to engage Your Church Partner, LLC ("YCP") for preconstruction services and be responsible for overseeing the preconstruction actions related to the Project; and

**WHEREAS**, YCP has since completed their scope of services for preconstruction services to the Church; and

**WHEREAS**, it is the intent of the Parties that this Addendum further clarify the roles and responsibilities of the Parties regarding the remainder of the project manager services related to the Project.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and promises set forth within this Addendum, the Parties hereby agree as follows:

#### 1. Parties Responsibilities.

- A. The Church agrees it is responsible for contracting project manager services related to the Project. The Church desires to engage the services of Your Church Partner, LLC, for the project management services for the remainder of the Project; specifically including the design phase (expected 7-month timeline from July 2024-January 2025), construction phase (expected 16-month timeline from February 2025 May 2026), and construction close-out phase (expected 2-month timeline from June 26-August 2026).
- B. The Church agrees to ensure that any services or expenses incurred are documented for overall reporting and transparency of the Project. The County and Town may request for a copy of any and all documents related to the Project; and the Church agrees to provide the requested documents in a timely manner.
- C. The Parties agree that funding for the project manager services shall be paid from the original \$300,000 in funding established by the original Memorandum between the County and the Town. The Church is to provide invoices and supporting documentation of the project manager expenses to the County for payment. The County and Town may request a copy of any and all documents specifically related to financial records, and the Church agrees to provide the requested documents in a timely manner.

# 2. Miscellaneous.

- A. Except as specifically provided herein, all other terms and conditions of the First Addendum and Memorandum shall remain in full force and effect.
- B. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- C. This Addendum shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict of laws principles.

**IN WITNESS WHEREOF**, the Parties have affixed their signatures hereto the date first written herein above.

St. James Baptist Church

By its duly authorized Pastor, trustees, deacons, or other officers:

Date:	
	Name and Title
	Name and Title
	Town of Hilton Head Island
	Town of Inton ficau Island
Date:	
	Marc Orlando, Town Manager
	Beaufort County, South Carolina
	beautore country, boats caronia
Date:	
	Michael R Moore County Administrator

#### **ITEM TITLE:**

Recommendation of a contract award to Kimley Horn and Associates, Inc. for the Intelligent Transportation System (ITS) Regional Master Plan for various corridors in Beaufort and Jasper County (\$275,000)

#### **MEETING NAME AND DATE:**

Public Facilities and Safety Committee, November 18, 2024

#### PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Infrastructure

5 Minutes

#### **ITEM BACKGROUND:**

This project is a Lowcountry Area Transportation Study (LATS) initiative to develop a plan for the technical architecture required to support ITS systems. ITS infrastructure will assist in advanced warning and increased flow capabilities for motorists along the busiest corridors in the region. Beaufort County has been authorized as a Local Public Agency (LPA) by SCDOT to administer the project.

### **PROJECT / ITEM NARRATIVE:**

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

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

(Savannah Hwy) - approximately 4 miles

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

#### **FISCAL IMPACT:**

Total Cost of Contract is \$275,000.00. The project is funded 80% (\$220,000.00) with federal guideshare funds through LATS and 20% (\$55,000) with local funds from Beaufort County. The county funds will be encumbered from Capital Funds account 4000-80-1243-54500 with a balance of \$2,955,012.93.

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends the approval of a contract award to Kimley Horn and Associates, Inc. for the Intelligent Transportation System (ITS) Regional Master Plan for various corridors in Beaufort and Jasper Counties.

#### **OPTIONS FOR COUNCIL MOTION:**

Approve/deny the contract award to Kimley Horn and Associates, Inc. for the Intelligent Transportation System (ITS) Regional Master Plan for various corridors in Beaufort and Jasper Counties.

Next Steps: Move forward to County Council on 11/25/24 for approval/denial of contract award.

#### **RESOLUTION 2024/60**

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

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

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

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

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

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

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

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

Adopted this 28th day of October 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chair

ATTEST:

Sarah W. Brock, Clerk to Council

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

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

#### WITNESSETH THAT:

WHEREAS, SUBRECIPIENT desires assistance from SCDOT to prepare a ITS Plan in the Lowcountry Transportation Area Study (LATS) region; and

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

WHEREAS, SUBRECIPIENT is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out SUBRECIPIENT's functions covered under this Agreement;

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

# I. PROJECT DESCRIPTION:

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

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

# II. OBLIGATIONS OF PARTIES

#### A. SCDOT WILL:

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

- 2. Identify an SCDOT employee, to serve as SCDOT's Contact for SUBRECIPIENT.
- 3. Review PROJECT deliverables as needed or required.
- 4. Perform all services required of SCDOT in accordance with SCDOT guidelines and policies.
- 5. Within the limits of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCDOT in performance of the work undertaken under this Agreement.

# **B. SUBRECIPIENT WILL:**

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

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

#### III. FUNDING:

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

- B. SCDOT's maximum funding for the PROJECT is \$220,000.00 (hereinafter referred to as "SCDOT's Maximum Funding") as authorized by the Lowcountry Area Transportation Study (LATS) on December 2, 2022, for use of STBGP funds. SCDOT will sub-award the funds as a pass-through grant to SUBRECIPIENT for administration of the PROJECT.
- C. SUBRECIPIENT is responsible for meeting federal matching fund requirements on SCDOT's Maximum Funding for the PROJECT.
  - 1. The required match on this grant is \$55,000.00. Fund sources and match responsibilities for the PROJECT are shown in the funding table below.
  - 2. Funding Table:

Fund Priority	Fund Source	Total Amount	Federal Share		leral Amount Maximumi	State Share	Stat	e Amount	Other	Ot	her Amount	Other Source
1	LATS Federal Guideshare Funds CFDAII 20: 205	\$ 275,000.00	80%	s	220,000.00	0%	\$	٠	20%	\$	55,000 00	Beaufort County
	Intal Project Cost	\$ 275,000.00			220.000.00		5			\$	55,000 00	

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

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

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

# IV. SCHEDULE:

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

# V. PROCUREMENT REQUIREMENTS:

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

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

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

#### VI. <u>GENERAL</u>:

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

- to register and participate and require agreements from sub-contractors and subconsultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).
- F. By execution of this Agreement SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, employees, and agents will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- G. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, and employees will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee §8-13-705, (b) Recovery of kickbacks §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official §8-13-720, (d) Use or disclosure of confidential information §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids §8-13-1150, (f) Solicitation of state employees §8-13-755, §8-13-760 and §8-13-725.
- H. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, sub-contractors, and employees will comply with all applicable provisions of the Iran Divestment Act, Title 11, Chapter 57 of the South Carolina Code of Laws, as amended.
- I. SUBRECIPIENT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No Amendment to this Agreement shall be effective or binding on any Party hereto unless such Amendment has been agreed to in writing by all Parties hereto.
- J. This Agreement may be terminated by SUBRECIPIENT upon written notice provided that SUBRECIPIENT covers all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. If SUBRECIPIENT fails to advance the PROJECT to completion, SCDOT may terminate the Agreement upon written notice and SUBRECIPIENT shall be responsible for all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. Upon written notification of termination, all work on the PROJECT shall cease, unless otherwise directed.

#### VII. <u>SUCCESSORS AND ASSIGNS:</u>

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

# VIII. BENEFIT AND RIGHTS OF THIRD PARTIES:

This Agreement is made and entered into for the sole protection and benefit of SCDOT, SUBRECIPIENT, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.

# IX. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

# X. <u>ENTIRE AGREEMENT:</u>

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

[Signature blocks on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their

behalf SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF **BEAUFORT COUNTY** By: Witness (Signature) Title:\_\_\_ Unique Entity Identification No.: SOUTH CAROLINA DEPARTMENT OF **TRANSPORTATION** Witness Deputy Secretary for Finance & Administration or Designee RECOMMENDED BY: Deputy Secretary for Planning or Designee **REVIEWED BY** Director of Planning

# Certification for Grants, Loans, and Cooperative Agreements

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

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

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

DATE	SCDOT SIGNATURE
DATE	SUBRECIPIENT SIGNATURI

# EXHIBIT A

# PROJECT DETAILS

(see Attached)

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

#### **PROJECT UNDERSTANDING**

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

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

See locations on project map as shown by above number:



#### **SCOPE OF SERVICES**

#### **TASK 1 PROJECT MANAGEMENT**

#### Task 1.1 Project Administration

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

#### Task 1.2 Project Control and Management

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

#### Task 1.3 Status Reports and Invoicing

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

#### Task 1.4 Project Status Meetings

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

#### Task 1.5 Schedule Development

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

#### Task 1.6 Presentations to LATS

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

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

#### **TASK 2 CONCEPT OF OPERATIONS**

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

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

#### **Deliverables:**

Concept of Operations Memo
Workshop with LATS and Beaufort County

# TASK 3 EXISTING CONDITIONS AND ASSETS INVENTORY

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

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

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

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

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

#### Deliverables:

GIS Database of assets inventory Existing Conditions Technical Report

#### **TASK 4 NEEDS ASSESSMENT**

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

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

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

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

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

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

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

#### **Deliverables:**

System Demand Need Meeting Needs Assessment Technical Report

#### Excluded:

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

#### **TASK 5 ITS MASTER PLAN**

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

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

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

#### Deliverables:

System Plan and Recommended projects in GIS ITS Master Plan

#### **TASK 6 ON-CALL SERVICES**

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

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

#### **ADDITIONAL SERVICES**

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

# Field installation of Global Positioning Systems (GPS) Equipment

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

#### Traffic Engineering

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

#### **SCHEDULE**

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

# **EXHIBIT B**

Qualifications Letter from SCDOT dated <u>January 12, 2024</u> (See attached)



January 12, 2024

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

RE: Qualification Determination = Multiple Management Plans

Dear Mr. Fralix:

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

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

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

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

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

Sincerely,

Iplanda D. Byrd
LPAA Coordinator

#### Enclosure

ec: Machael Peterson, Director of Planning

Darrin Player, Chief Procurement Officer Susan Stone, Director of Contract Assurance

Nicholas Pizzuti, Chief of Professional Services Contracting

Christina Lewis, Statewide Planning Chief Lyle Lee, Regional Planning Manager

File: ByrdYD/PlanningOffice



# EXHIBIT C CERTIFICATION OF PROCUREMENT

	L	The	undersigned	is	the	duly	authorized	representative	C
(here	inafter	referred	to as "the SUBR	ECIPI	ENT").				
	2.	The L	Indersigned here	by cer	tifies th	at the SU	JBRECIPIENT	has complied wit	:h al
the P	ROCUE	REMEN	T REQUIREME	NTS s	set forth	in Section	on V of this Ag	reement.	
	3.	Attacl	hed is a list of all	consu	ltants, c	ontracto	s and vendors	used on the PROJE	ECT
includ	ing nan	ne of ver	ndors, dollar valu	e of p	urchase	and date	of purchase.		
						Signatu			
						Signatu	16		
						Name			
						Title			
						Date			

# EXHIBIT D STANDARD CONSULTANT AGREEMENT

AGREEMENT AND CONTRACT FOR BETWEEN
AND
**********
SECTION I. GENERAL RECITALS
THIS AGREEMENT and Contract, made and entered into this day of, 20, by and between
, 20 , by and between (hereinafter referred to as " ") and , a
[Select one: Joint venture, individual, government agency, corporation, partnership or other. If joint venture, a copy of the Joint Venture MASTER AGREEMENT is required as an attachment] organized and existing under and by virtue of the laws of the State of and qualified to do business in the State of South Carolina, with its principal offices in located at (hereinafter referred to as "Consultant") (collectively "the Parties").
WITNESSETH:
WHEREAS, the and the South Carolina Department of Transportation (hereinafter "SCDOT") have entered into a Local Public Agency Agreement which addresses the responsibilities of the parties thereof under the herein project; and
WHEREAS, desires to employ Consultant to furnish personnel and render professional engineering services for the use and benefit of in the development of the project as hereinafter more particularly described; and
WHEREAS, Consultant has represented to that Consultant is experienced and qualified to provide the services contemplated by this Agreement and has relied upon such representation;
NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:
SECTION II. SCOPE OF SERVICES REQUIRED OF CONSULTANT
A. PROJECT DESCRIPTION. Consultant will provide services as necessary for
Page <b>1</b> of <b>29</b>
LPA - Consultant Agreement Template Rev. May 15, 2024

B. GENERAL STATEMENT OF CONSULTANT'S ASSIGNMENT. For the heretofore described project, Consultant will provide engineering services as described in ATTACHMENT "A," SCOPE OF SERVICES AND SCHEDULE, attached hereto and specifically made a part of this Agreement. Work and liaison will be performed by Consultant through its office in
C. <u>CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS</u> .  and Consultant may agree to have Project plans and specifications provided for by "Certification." A "Certification Agreement" is attached hereto and specifically made a part hereof. The "Certification" will be executed if agreed by the Parties as applicable.
SECTION III. SERVICES OF
agrees to provide to Consultant, and at no cost to Consultant, the services and data set forth in ATTACHMENT "B," SERVICES OF, attached hereto and specifically made a part of this Agreement. Liaison for will be through the or authorized designee.
SECTION IV. SCHEDULE (TIME OF PERFORMANCE)
The effective date of this Agreement will be the date of execution as shown in Section I. Consultant shall begin work upon receipt of's written notice to proceed.
Consultant will prosecute all phases of the work in an expedient manner, exclusive of required review time by and, if applicable, SCDOT and the Federal Highway Administration (FHWA) as set forth in <u>ATTACHMENT "A," SCOPE OF SERVICES AND SCHEDULE</u> .
SECTION V. FEE AND COSTS
For the services covered under this Agreement, Consultant shall be compensated by as follows:
A. LUMP SUM. In the event the extent of the Consultant's studies and work effort during all phases of work set forth can be determined with exactness at the time of negotiation, it is mutually agreed by and between Consultant and that compensation to Consultant will be on a Lump Sum Basis. Lump sum may also include approved unit cost or per parcel if considered appropriate and approved by
[or]  B. COST PLUS FIXED FEE. For all work, materials, and services furnished under the terms of this Agreement, it is mutually agreed by and between Consultant and Page 2 of 29
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	_	that compensation to Consultant will be based upon Consultant's
	ac	tual cost of performing all phases of the work, plus a fixed amount.
	un fee ac in sei for	agrees to pay the Consultant a fixed fee. It is agreed and iderstood that such amount will constitute full compensation to the Consultant for fixed and will not vary due to any differences between the negotiated fixed fee cost and the tual cost but may be adjusted by contract modification as a result of significant changes the scope of work to be performed under the contract. Overruns in the actual cost of rvices will not warrant an increase or adjustment in the amount of the fixed fee. Amounts a fixed fees paid by the Consultant to the subconsultant will not be considered a direct st of the Consultant but will be considered a part of the fixed fee of the Consultant.
C.	Co me (fi	JBCONSULTANT AGREEMENTS. The subconsultant's agreement with the onsultant may utilize a method of compensation that differs from's ethod of compensation with the Consultant. Approved methods include: lump sum rm-fixed price), cost plus fixed fee, cost per unit of work (unit cost), or specific rates of mpensation. Cost plus a percentage of cost and percentage of construction cost are ecifically prohibited under 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4).
D.	fix are	<u>ROGRESS PAYMENT</u> . For Consultant's services in which payment is on a cost plus sed fee basis as described above, the actual costs of Consultant eligible for reimbursement those directly attributable to the accomplishment of the specific work of Consultant. lese may include:
	1.	Actual basic salaries of productive personnel for work time directly applied to the project.
	2.	Payroll Additives eligible for reimbursement.
	3.	The indirect cost rate approved by in compliance with Subsection E below.
	4.	The portion of the fixed fee that may be included in progress payments will be calculated by computing the percentage of actual direct labor invoiced divided by direct labor authorized and then applying that percentage to the total fixed fee authorized under this agreement. The fixed fee should not be billed as a percent of labor as this would equate to a cost plus a percentage of cost method of compensation which is specifically prohibited by 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4). Any portion of the fixed fee payment not previously paid in the progress payment will be covered in the final payment.
	5.	Out-of-pocket direct project expenses will be reimbursed at actual cost to Consultant. Any non-salary cost identified specifically with the project is a direct charge to the project and is eligible for compensation. Such out-of-pocket costs shall include, but not necessarily be limited to: travel and subsistence for Consultant's personnel on the project, project materials and supplies, telephone and communications, printing and

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

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

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

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

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

- 6. For the cost of outside services and associate services as may be necessary and as formally approved by \_\_\_\_\_\_, Consultant shall be reimbursed by \_\_\_\_\_ only for the actual cost to Consultant for such services.
- E. INDIRECT RATE: Consultant and its subconsultants shall comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCDOT's policy concerning FHWA Order 4470.1A, (dated October 27, 2010). This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCDOT.

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

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

	subject to the contract maximum amount. These amounts	will
	be subject to final audit.	
F.	shall not reimburse Consultant any expenses relating to business development activities, attendance at any special ever function, or ceremony where attendance is for social purposes. This does not inclusive special events, functions, or a ceremony in which a written request approval has been given to Consultant to attend for the purposes of speaking and presenting, or assisting staff with preparation and delivery of function. Consultants are required to certify compliance with this paragraph on invoices.	ent, ude and l/or the
G.	G. TOTAL COMPENSATION. The amount of compensation set forth in ATTACHME  "C," ENGINEERING FEE of this Agreement shall be the maximum payable  without prior written authorization from  and applicable, SCDOT to increase the amount. Any such increase will also be subject to approval of FHWA if federal funds are involved.	by , if
Comp naxim	pensation to Consultant under the terms of this Agreement shall not exceed the lump smum amount of \$	um
	[or]	
fixed	for salaries, payroll additives, overhead, direct cost, and outside services p ed fee of \$ (in the event that significant changes in the scope of we, the fixed fee may be adjusted to an amount that is fair and reasonable to both Consultation of \$	lus ork
	Contract Breakdown	
	Compensation Fixed Fee Contract Total	
	\$ \$ \$	
H.	. COST RECORDS. Consultant, and its authorized subconsultants, shall maintain correcords in such manner as to comply with the policies set forth in "Procureme Management, and Administration of Engineering and Design Related Services" (23 Cl 172), "Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards" (2 CFR 200), and other directives as appropriate.  PURCHASE AND RENTAL/LEASE. considers that Consultant show	nt, FR nts
1.	PURCHASE AND RENTAL/LEASE. considers that Consultant show have the necessary equipment and other items to perform consultant work described in t scope of services. In those cases where it becomes necessary to purchase, lease, or re equipment or other items with project funds, prior written approval	he nt
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	required. All equipment and other items approved by for purchase with project funds shall become the property of at the completion of the project.
J	RELOCATION COSTS. Consultant has represented to  Consultant has the necessary personnel to perform the consultant work described in the scope of services, and
K.	OVERTIME, EXTRA-PAY SHIFTS, MULTI-SHIFTS. Where the cost to may be affected, this Agreement should be performed, so far as practicable, without the use of overtime, extra-pay shifts, or multi-shifts, and, in particular, without the use of overtime as a regular employment practice. Any required overtime, extra-pay shifts, and multi-shifts will be limited to the minimum needed for accomplishment of the specific work, will require prior written approval by, and will be paid in accordance with Consultant's existing overtime policy.
	SECTION VI. MODE OF PAYMENT
Α.	MONTHLY INVOICES. Consultant shall invoice monthly for services performed under this Agreement, and Consultant shall be paid monthly based on an approved invoice. Monthly or partial payments, at the discretion of may have appropriate retainage withheld until completion and acceptance of the work.
	ACCEPTABLE INVOICES considers an acceptable invoice to
	include:
	1. A breakdown of man-hours by classification and rate
	A line item for overhead     A breakdown of the fixed fee
	A breakdown of the fixed fee     A breakdown for other direct costs
	5. A breakdown for subconsultant services
	6. Signature of certification by an authorized representative of the firm
	7''s Project Manager may request additional certifications relating to work performed.
	NOTE: For approved unit cost BASIC AGREEMENTs, numbers 1 and 2 may be combined and identified by services, volume, and rate. Numbers 3, 4, and 5 shall be by breakdown costs.

# B. PROMPT PAYMENT CLAUSE.

1.	Consultant is prohibited from holding undisputed invoices submitted by subconsultants for more than 30 days after receipt of the invoice. Additionally, subject to the provisions or retainage provided in Paragraph (2) below, when a subconsultant has satisfactorily performed a work item of the subcontract, Consultant must pay the subconsultant for the work item within seven calendar days of Consultant's receipt of payment from A subconsultant shall be considered to have "satisfactorily performed a work item of the subcontract" when pays Consultant for that work item. In the case of a second or third tier subconsultant, the seven-day time period begins to run when the first tier subconsultant receives payment from Consultant or when the second tier subconsultant receives payment from the first tier subconsultant.
2.	Consultant may withhold as retainage up to five percent of a subconsultant's payment until satisfactory completion of all work items of a subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when accepts the last work item of the subcontract. Consultant must release to the subconsultant any retainage withheld within seven calendar days of the date Consultant receives payment from for the last work item of the subcontract or within seven calendar days from 's acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon written documentation of good cause provided by Consultant and written concurrence from, Consultant may continue to withhold the five percent retainage.
3.	Prior to receiving payment of each monthly invoice, Consultant shall: (a) certify to
	that the invoice is complete and that its subconsultants have been paid for work covered by previous invoices, for which they are entitled to be paid, in accordance with paragraphs (1) and (2) above, and (b) submit verification that Consultant has received similar certifications or evidence from its subconsultants that lower tier subconsultants have been paid in accordance with paragraph (1). No payment will be made to Consultant unless such documentation / certification is received or has issued written approval for delayed payment and required status reports as follows:
	i. The obligation to promptly pay subconsultants (all tiers) or to release retainage does not arise if there is a legitimate subcontract dispute with first tier and / or lower tier subconsultants. If there is such a subcontract dispute, Consultant may submit a written request to to approve a delay in payment to the subconsultant which shall explain the nature of the dispute and identify relevant subcontract provisions as support. The explanation may include those reasons set forth in the SC Prompt Pay Act (S.C. Code § 29-6-40). Payment to the subconsultant shall not be withheld without prior written approval.

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- ii. Consultant shall submit a status report of the dispute in each monthly progress payment. The status report shall contain:
  - justification for the continuation of nonpayment in the form of a pending judicial proceeding, alternative dispute resolution (ADR) process, or administrative proceedings as evidence of why the delay shall continue; or
  - a certification that the matter is resolved and payment has been issued to the subconsultant (first tier and / or lower tier subconsultants).
- Clause may request information from \_\_\_\_\_\_\_ as to whether and when payment for the subconsultant's work has been made to Consultant. If payment has been made to Consultant, and a subconsultant certifies to \_\_\_\_\_\_ that the subconsultant has not been paid within seven calendar days of \_\_\_\_\_ 's payment to Consultant or paid as provided in paragraph (1) for sub-tiers, \_\_\_\_\_ will notify SCDOT. If neither \_\_\_\_\_ nor SCDOT have approved the delay in payment pursuant to paragraph (3) above, appropriate remedies set forth in paragraph (4) will be applied. On federally funded projects, the subconsultant may contact the Federal Highway Administration should \_\_\_\_\_ or SCDOT fail to address the non-payment issue.
- 6. Consultant agrees by signing this Agreement that it will include this clause titled "PROMPT PAYMENT CLAUSE," provided by \_\_\_\_\_\_, without modification, in all subcontracts with its subconsultants. Consultant is responsible for requiring all of its subconsultants to include this PROMPT PAYMENT CLAUSE in all lower tier subcontracts. If Consultant knowingly enters or knowingly allows a subconsultant or lower tier subconsultant to enter into a subcontract without the PROMPT PAYMENT CLAUSE, \_\_\_\_\_\_ may apply the appropriate remedies set forth in paragraph (4) or pursue other available remedies, including breach of contract.

#### SECTION VII. GENERAL PROVISIONS

\_\_\_\_\_ and Consultant mutually agree as follows:

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

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	CONSULTANT during the performance period of this Agreement. No material produced in whole or in part under this Agreement will be subject to copyright in the United States or in any other country. Upon the Effective Date of this Agreement, Consultant grants a nonexclusive license to reproduce the Project Documents for the purposes of, but not limited to: promoting, using, maintaining, upgrading, or adding to the Project. Upon completion of the Project or upon default by Consultant, Consultant shall provide copies of all Project Documents to in the format designated by
	shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.
B.	INFORMATION TECHNOLOGY. All program management systems, software, or information technology products developed or utilized by Consultant for the project shall be able to interface with information technology systems utilized by or SCDOT, as applicable. All systems, software, or information technology developed for this project shall become the sole property of upon Contract completion, including any source code. No program management systems, software, or information technology products produced in whole or in part under this Agreement will be subject to copyright by Consultant. shall have unrestricted authority to publish, disclose, distribute,
	and otherwise use, in whole or in part, all program management systems, software, or information technology products prepared by Consultant, or its subconsultants, under this Agreement.
	The CONSULTANT and its designated employees, as well as any subcontractors and subconsultants of any tier, having access to
	The CONSULTANT's obligations with respect to the provisions of computer use and data confidentiality shall survive termination or expiration of the contract. Without limiting any rights may have, and notwithstanding any other term of this contract, the CONSULTANT agrees that may have no adequate remedy at law for a breach of the CONSULTANT's obligations under this clause and therefore shall be entitled to pursue equitable remedies in the event of a breach.

	CONSULTANT is responsible for ensuring that it, as well as any subcontractors and subconsultants of any tier, having access to electronic data, is required to manage and reduce risk by employing and using good cyber threat
	preventative measures. CONSULTANT, subcontractors and subconsultants shall use the National Institute of Standards and Technology's Risk Management Framework (NIST RMF) as its cybersecurity framework or use other comparable frameworks and standards
	for cyber security protection. CONSULTANT shall insert a NIST RMF or equivalent framework requirement provision in all subcontract for this Project which require or allow a subconsultant or subcontractor to have access to
	data. CONSULTANT shall provide, upon request, third party certifications to verify implementation of an industry recognized cyber security framework during the Project. Other comparable cyber security frameworks include: NIST RMF; NIST CSF; ISO IES 27001/ISO 27002; SOC 2; IASME Governance; CIS Controls version 7; COBIT 5; FedRAMP; HIPAA; GDPR; FISMA; NERC CIP; HITRUST CSF.
C.	FINDINGS CONFIDENTIAL. Any reports, information, data, etc. furnished to or prepared or assembled by Consultant under this Agreement which requests to be kept as confidential will not be made available to any individual or organization by Consultant without prior written approval of
D.	REQUIREMENTS FOR CHECKING AND REVIEWING OF PLANS. It is Consultant's responsibility to produce plans that conform with all specifications, guidelines, and requirements stated in this Agreement unless a specific deviation has been requested in writing and approved by and, if applicable, SCDOT and FHWA. All plans, whether preliminary or final, submitted to shall have been checked in their entirety for completeness, correctness, accuracy, and
	consistency with other details in all respects, and shall have been thoroughly reviewed by Consultant to be in compliance with these requirements prior to submission to
	The spaces provided in the title box labeled "By," CHK'D," and "REVIEWED BY" shall be signed with the initials of the persons who performed those specific functions on that portion of the project at the time of submittal to In the event that a print of a partially completed sheet is to be submitted, the initials may be added directly to the print rather than being entered on the original drawing.
	Once plans have been submitted to, no changes shall be made unless has been notified of the specific change. However, additions to complete the plans may be made provided the requirements for checking and reviewing are applied. All prints submitted to shall have the date of submittal stamped on the title sheet.
	will perform a general review of the plans only. 's review does not relieve Consultant of any responsibility for the completeness, correctness, consistency, and accuracy of all information, dimensions,
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	quantities, details, designs, and compliance with all specifications, guidelines, and requirements of this Agreement. Should any discrepancies, errors, or omissions be found at any time after submittal of the plans, corrections to the plans will be made at Consultant's expense. Consultant shall not include the cost of corrections of faulty or deficient work on his invoice to
	Failure to meet any of the above requirements may result in the withholding of payment until plans are deemed acceptable in the opinion of SCDOT, or may be deemed just cause for consideration of termination of this BASIC AGREEMENT.
E.	PROGRESS. Consultant shall at all times work closely with the designated representatives of and shall keep them fully advised as to the status of the work. Consultant or his authorized representative will be present at all conferences, field inspections, and other meetings as may be requested by Conferences or consultations may be called at any time by either party to this Agreement. The plans and work of Consultant will be available to and, if applicable, to appropriate representatives of SCDOT and FHWA for review at all times.
F.	QUALITY CONTROL. All work by Consultant is to be done in a manner satisfactory to and in accordance with the established customs, practices, and procedures of, SCDOT, the State of South Carolina, FHWA, including compliance with applicable sections of the SCDOT/FHWA STEWARDSHIP AND OVERSIGHT PLAN, dated June 2014 (included herein by reference) and any revisions thereto, and in conformity with the standards adopted by the American Associations of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109-B, as amended. For work involving the development of plans, Consultant shall implement all
	necessary quality control measures to produce plans that conform to SCDOT and FHWA guidelines and standard, including the aforementioned. Prior to submittal to, all plans shall be thoroughly reviewed by Consultant for completeness, correctness, accuracy, and consistency with the aforementioned requirements. Plan sheets shall be initialed as applicable by both the preparer and the reviewer to indicate appropriate quality reviews have been completed. Consultant shall maintain copies of any quality control documents, including check prints, throughout the duration of the project, with them becoming part of the official file, and shall submit copies of these to upon request.
G.	INSPECTION OF WORK.  and, if applicable, SCDOT and FHWA shall have access to and the right to inspect all project work and materials during regular business hours of Consultant. Consultant and its subconsultants shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at their respective offices at reasonable times during the Contract period and for three years from date of final payment under the Contract for inspection by any authorized representative of

	and, if applicable, SCDOT and FHWA. Copies thereof shall be furnished by Consultant to if requested.
H.	CHANGES IN CONTRACT.  render services for changes in connection with a project in addition to that provided for by the express provisions of this Agreement. Such additional services will require a Contract Modification, setting forth the nature and scope of such additional services and the compensation therefor, as determined by mutual agreement between and Consultant. Work under such Contract Modification shall not proceed until formally approved by and, if applicable, SCDOT and FHWA.
1.	DELAYS AND EXTENSIONS. Consultant agrees to prosecute the work continuously and diligently. No charges or claims for damages shall be made by Consultant for any delays or hindrance, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.
J.	FAILURE TO MAINTAIN SATISFACTORY PROGRESS. Consultant will proceed with the work in a timely fashion, providing sufficient manpower and resources to meet the commitment to schedules, milestones, and completion dates set forth in this Agreement may monitor the progress of the work to determine that the work is progressing sufficiently to meet the commitments agreed to in this Agreement.

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

#### K. TERMINATION OF AGREEMENT.

1.	This Agreement may be terminated by at any time for the convenience of by written notice to Consultant specifying the termination date of the Agreement. In the event of such termination of the Agreement by, Consultant will be compensated on a quantum meruit basis for its work satisfactorily performed through the termination date and a proportionate share of the fixed fee, as determined by
2.	Consultant also has the right to terminate this Agreement if unreasonably fails to timely provide the service required of under the scope of services or unreasonably fails to make timely payment for Consultant services rendered. In the event of such termination which is not the fault of Consultant, shall pay to Consultant the compensation properly due including reasonable overhead and a proportionate share of the fixed fee on work performed for services properly performed (prior to the effective date of the termination) and for reasonable reimbursable expenses properly incurred as a result of the termination.
3.	In the event Consultant through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on its part to be performed, or if it for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of Consultant impairs or prejudices the interest of or SCDOT, or if Consultant violates any of the terms, covenants, or provisions of this Agreement, shall have the right to terminate this Agreement by giving a
	seven business day notice in writing of the termination and date of such termination to  Consultant.  shall have the sole discretion to permit Consultant to remedy the cause of the contemplated termination without waiving  's right to terminate the Agreement.
	may take over work to be done under this Agreement and prosecute the work to completion by Contract or otherwise, and Consultant shall be liable to for all reasonable cost in excess of what would have paid Consultant had there been no termination.
L. <u>E</u>	DISPUTES. In any dispute concerning a question of fact in connection with the work of his Agreement or compensation therefor, the decision of's
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	in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in County within 90 days of Project completion.
M.	RESPONSIBILITY FOR CLAIMS AND LIABILITY. Consultant shall assume certain risks in connection with the performance of this Agreement and shall be liable for and shall indemnify and hold harmless, SCDOT, and other agencies of government from claims and liability due to negligent acts of Consultant, its subconsultants, agents, or employees in connection with the prosecution and completion of the work covered by this Agreement. Insurance requirements are listed in Attachment "D," attached hereto and incorporated herein.
N.	GENERAL COMPLIANCE WITH LAWS. Consultant and its subconsultants shall at all times observe and comply with all Federal, State, and local laws, ordinances, and regulations affecting the conduct of the work.
O.	SUBLETTING, ASSIGNMENT, OR TRANSFER. Consultant shall not assign, sublet, or transfer any of the work, except as specifically provided for under the terms of this Agreement, without prior written consent of Such consent does not release or relieve Consultant, as principal, from any of its obligations and liabilities under this Agreement.
	Consultant shall furnish all Contract provisions to each subconsultant which shall apply to all subconsultant agreements. All subconsultant agreements shall be provided to by Consultant upon request.
	ETHICS ACT. By execution of this Agreement, Consultant certifies Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-705, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150, (f) Solicitation of state employees – Sections 8-13-755, 8-13-760 and 8-13-725.
	<u>DRUG-FREE WORK PLACE CERTIFICATION</u> . By execution of this Agreement, Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
	OTHER CERTIFICATIONS. In addition to the certification indicated above, and Consultant shall execute the certifications contained in EXHIBIT "I" CERTIFICATIONS. These certifications are incorporated and made a part of this Agreement.
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- S. <u>TITLE VI. CIVIL RIGHTS ACT OF 1964.</u> During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest agrees as follows:
  - Compliance with Regulations: Consultant shall comply with the regulations relative
    to non-discrimination in Federally-assisted programs of the United States Department
    of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred
    to as "Regulations"), which are herein incorporated by reference and made a part of
    this Agreement.
  - 2. Non-discrimination: Consultant, with regard to work performed by it after award and prior to completion of this Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
  - 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.
  - 4. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by \_\_\_\_\_\_\_\_ to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to \_\_\_\_\_\_\_, and shall set forth what efforts it has made to obtain the information.
  - 5. Sanctions for Non-compliance: In the event of Consultant's non-compliance with the non-discrimination provisions of this Agreement, \_\_\_\_\_ shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:
    - a. Withholding of payments to Consultant under this Contract until Consultant complies, and/or
    - b. Cancellation, termination, or suspension of this Contract, in whole or in part.

	6.	Incorporation of Provisions: Consultant shall include the provisions of Paragraphs I through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request and SCDOT to enter into such litigation to protect the interest of such litigation, Consultant may request the United States to enter into such litigation to protect the interest of the United States.
Т.	<u>DI</u>	SADVANTAGED BUSINESS ENTERPRISES.
	1.	Policy. It is the policy of to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, shall utilize SCDOT's DBE program established in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. This Contract is subject to the provisions of SCDOT's DBE program and 49 CFR Part 26.
	2.	Consultant shall comply with the requirements of the specifications titled "DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL SPECIFICATIONS PROFESSIONAL SERVICES" available at <a href="http://info2.scdot.org/professionalserv/HostDocs/Prof%20SVS%20Supp%20Spec%20July%202016.pdf">http://info2.scdot.org/professionalserv/HostDocs/Prof%20SVS%20Supp%20Spec%20July%202016.pdf</a> .
	3.	This Contract has an established DBE Goal ofpercent (_%) (see EXHIBIT "1" CERTIFICATIONS).
		SCDOT is utilizing the DBE Quarterly Reports and DBE Status Spreadsheet as tracking tools.
		• The DBE Quarterly Report reflects quarterly and total payments to date for all DBE firms. A separate DBE Quarterly Report must be submitted for each DBE firm for every active contract even if no payments were made to DBEs during the specified reporting period.
		<ul> <li>The DBE Status Spreadsheet reflects a summary of payments to all committed and non-committed DBE firms working on the project, and must be submitted along with the DBE Quarterly Reports.</li> </ul>
		Copies of the above referenced forms are attached and fillable documents, along with instructions, are located on the SCDOT website at www.scdot.org.

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

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

  will not consider for award any proposal submitted by any consultant of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects. Additionally, will not consent to subletting any portions of the Contract to any subconsultant of a foreign country as described above.

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

- W. PROHIBITION ON PROCUREMENT OF CERTAIN TELECOMMUNICATIONS EQUIPMENT. In accordance with 2 CFR 200.216, Consultants, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:
  - Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- X. <u>COMPLIANCE CONCERNING ILLEGAL ALIENS</u>. By execution of this Agreement, Consultant as the prime consultant does hereby agree:
  - to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
     to provide \_\_\_\_\_\_ with any documents required to establish such compliance upon request; and
     to register and participate and require agreements from sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).
- Y. <u>SUCCESSORS AND ASSIGNS</u>. and Consultant each bind themselves, their respective successors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.
- Z. <u>DEBARMENT AND SUSPENSION</u>. If Consultant is placed on the government wide Excluded Parties List System in the System for Award Management at any time during the performance period of this Contract, the Contract may be terminated.
- AA. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. Consultant must remain in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 1387).

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

[Signature blocks on next page]

Page 19 of 29

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

Consultant Name y:(Signature)
(Signature)
itle:
Local Government]
y:

### EXHIBIT "1" CERTIFICATIONS

#### ENGINEER CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS

Consultant's Name:	
Route Number:	
File Number:	
Project Number:	
Project Description:	
to the above-named consulting firm responsibility for all project plan and specifica	hereby assigns, hereinafter referred to as Consultant, and Consultant accepts full tion reviews including the approval of all information, dimensions, quantities, and production of the project plans and specifications for the above-named project set the following certifications:
Consultant is a South Carolina registered engine and specifications; and,	ering firm with absolute authority to accept the responsibility for its project plans
Consultant entered into an agreement with the	South Carolina (hereinafter "the Agreement"); and,
Consultant will produce project plans and spec Agreement unless a specific deviation has been and the Federal Highway Administration (FHW	ifications that will conform with all guidelines and requirements stated in the requested in writing and approved by the and, if applicable, SCDOT A); and,
	t will be performed in accordance with the project specifications, and will be d of care of the profession practicing in the locality of the services provided
All project plans and specifications will be check other details in all respects, and will be thoroug submission to the and,	ed in their entirely for completeness, correctness, accuracy and consistency with hly reviewed to be in compliance with the requirements in effect at the time of
Each project plan sheet submitted on this project	will be signed and sealed by a South Carolina Registered Engineer; and,
the plans or specifications. Further, all correct	tant will be liable for all discrepancies, errors or omissions found at any time in ions to the plans or specifications will be made at Consultant's expense and as of faulty or deficient work on its invoice(s) to the; and
Failure to meet any of the above requirements m payment on the contract and/or termination of the	by be deemed just cause, at the discretion of the for withholding e Agreement pursuant to Section K, Termination of Contract.
This Engineering Certification for Project Plans terms and conditions of the Agreement applicab	and Specification is attached to and becomes part of the Agreement, with all e hereto.
	Consultant Firm: Name (Print): Title: Signature:

Page 22 of 29

Date:

#### **CERTIFICATION OF CONSULTANT**

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

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

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

I acknowledge that this certificate is to be furnished to						
Date:	Consultant Firm: Name (Print): Title: Signature:					

Page 23 of 29

CERTIFICATION OF											
required, carrying o	directly o		and th	at the						Designee has not th obtaini	been
can ying o	rut tills Æt	greement	ω.								
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(b)		or agree	to pay, t	to any ation o	firm, p fany k	erson, o ind, exce	r organ ept as l	nization, here expi	any fee, essly sta	contribut ted (if any	tions, y).
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Date:		_		Nam Title	ncy Nar e (Print : ature:	_					

#### Certification for Grants, Loans, and Cooperative Agreements

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

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

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

Date:	Agency Name: Name (Print): Title: Signature:	
Date:	Consultant Firm: Name (Print): Title: Signature:	

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#### DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONSULTANT COMMITTAL SHEET

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

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

Name & Address of DBE's (Sub- contractor/Sub-consultant or Supplier)	<sup>2</sup> Percent	<sup>3</sup> Description of Work (Task to Perform)	<sup>4</sup> Dollar Value
	1		
	-		
SED ON THE ABOVE, CONSULT SE CONTRACT DBE GOAL LISTE	ANT'S TOTA	AL COMMITTAL FOR THIS CONT A OF THE SUPPLEMENTAL SPEC	TRACT:
The designation of Firm A and/or B certify that this company has com	ED IN PART A is not consider municated with	AL COMMITTAL FOR THIS CONT A OF THE SUPPLEMENTAL SPEC ed acceptable. Firms shall be identified and received quotes from the DBE's lead that this company is committed to	d by name. I hereby listed above and that
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ATTACHMENT "A"

SCOPE OF SERVICES

AND SCHEDULE

# ATTACHMENT "B" SERVICES OF \_\_\_\_\_\_\_\_ agrees to provide to CONSULTANT, and at no cost to CONSULTANT, the following upon request: 1. Access to and use of all reports, data and information in possession of SCDOT which may prove pertinent to the work set forth herein. 2. Existing Policies and Procedures of \_\_\_\_\_\_ with reference to geometrics, standards, specifications and methods pertaining to all phases of

CONSULTANT's work.

ATTACHMENT "C" ENGINEERING FEE

#### ITS Masterplan Fee Proposal Kimley-Horn Staff Hours & Fees

Task 1 -Project Management	Project Manager/Senior Pro II	ofessional	Professional		Analyst		Expenses	Ta	ısk Fees
	\$	295.00	\$	200.00	\$ 150.00				
Project Administration	30		20			0			
Project Control and Management (12 Months)	40		45			0			
Status Reports and Invoicing	10		0			10			
project status meetings (4 to 6)	12		6			12			
Schedule Development	8		2			8			
Presentations to Council (2)	28		5			8			
Task 1.1 Hours:	128		78			38			
Task 1.1 Fees:	\$	37,760.00	\$ 15	,600.00	\$	5,700.00	\$ 700.00	\$	59,760.00
_			-				Kimley-Horn Fee:	\$	59,760.00

Task 2 - Concept of Operations	Project Manager/Senior Profession	Professional	Analyst	Expenses	Task Fees
	\$ 295.0	\$ 200.00	\$ 150.00		
Collect existing information	4	12	12		
Conduct workshop	20	16	24		
Draft ConOps Document	12	25	25		
Meeting and notes	12	4	4		
Final ConOps Document	20	24	28		
Task 2 Hours:	68	81	93.0		
Task 2 Fees:	\$ 20,060.0	) \$ 16,200.00	\$ 13,950.00	\$ 700.00	\$ 50,910.00
				Kimley-Horn Fee:	\$ 50,910.00

Task 3 - Existing Conditions and Asset Inventory	Project Manager/Senior Professiona II	Professional	Analyst	Expenses	Task Fees
	\$ 295.0	\$ 200.00	\$ 150.00		
Identification of Existing System Assets	8	10	10		
Workshop	20	16	24		
Develop GIS Data Base	10	25	50		
Task 3 Hours:	38	51	84		
Task 3 Fees:	\$ 11,210.0	\$ 10,200.00	\$ 12,600.00	\$ 700.00	\$ 34,710.00
				Kimley-Horn Fee:	\$ 34,710.00

Task 4 - Needs Document	Project Manager/Senior Pr	ct Manager/Senior Professional		Professional		Analyst	Expenses	Ta	ısk Fees
	\$	295.00	\$	200.00	\$	150.00			
Existing Needs Analysis	8			10		10			
Future Needs Analysis	8			10		10			
Emergining Needs Analysis	8			10		10			
Create Draft and Final Needs Document	28			14		68			
Meeting	10			8		12	700		
INRIX							\$1,000		
			1						
Task 3 Hours:	62			52		110			
Task 3 Fees:	\$	18,290.00	\$	10,400.00	\$	16,500.00	\$ 1,700.00	\$	46,890.00
							Kimley-Horn Fee:	\$	46,890.00

Task 5 - ITS Masterplan	Project Manager/Senior Profe II	essional	Professional	Analyst	Expenses	Ta	sk Fees
	\$	255.00	\$ 200.00	\$ 150.00			
ITS Masterplan Investment	20		10	20			
Critical Needs	20		10	20			
Desired IMP	20		10	20			
Long Term	20		10	20			
OPCC and Costs	20		30	60			
CIP- 7 Projects	20		10	20			
Task 3 Hours:	120		80	160			
Task 3 Fees:	\$ 35,	400.00	\$ 16,000.00	\$ 24,000.00	\$ -	\$	75,400.00
		•			Kimley-Horn Fee:	\$	75,400.00



## 2024-2033 Transportation Improvement Program

#### Lowcountry Area Transportation Study (LATS)

Metropolitan Planning Organization

Lowcountry Council of Governments 843-473-3958
P.O Box 98 - 634 Campground Road
Yemassee, SC 29945
www.lowcountrycog.org

Adopted February 2<sup>nd</sup>, 2024

Prepared by the Lowcountry Council of Governments in cooperation with the Federal Highway Administration, the Federal Transit Administration and the South Carolina Department of Transportation

Disclosure statement: The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation or the South Carolina Department of Transportation.

Disclaimer statement: Lowcountry Council of Governments does not discriminate on the basis of age, sex, race, color, religion, national origin, disability or familial status in the admission, access, treatment or employment in its federally funded programs or activities. You may call 843-473-3990 to request special accommodations 48 hours in advance of a public meeting or to file a discrimination complaint.

#### Metropolitan Planning Process Self – Certification Statement

In accordance with 23 CFR 450.336 the Lowcountry Area Transportation Study Metropolitan Planning Organization for the Bluffton – Hilton Head Island and Beaufort Port Royal urbanized areas hereby certify that the at least every four years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:

- (1) <u>23 U.S.C. 134</u>, <u>49 U.S.C. 5303</u>, and this subpart;
- (2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
- (3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
- (4) <u>49 U.S.C. 5332</u>, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- (5) Section 1101(b) of the FAST Act (<u>Pub. L. 114–357</u>) and <u>49 CFR part 26</u> regarding the involvement of disadvantaged business enterprises in DOT funded projects;
- (6) <u>23 CFR part 230</u>, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- (7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- (8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (9) <u>Section 324 of title 23 U.S.C.</u> regarding the prohibition of discrimination based on gender; and
- (10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

Mayor Harry Williams Chair

Stephanie Rossi, LCOG Planning Director

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#### **List of Acronyms**

**COG** Council of Government

FAST ACT Fixing America's Surface Transportation Act

FHWA Federal Highway Administration

FTA Federal Transit Administration

ITS Intelligent Transportation Systems

IIJA/BIL Infrastructure Investment & Jobs Act/Bipartisan Infrastructure Law

LATS Lowcountry Area Transportation Study

**LCOG** Lowcountry Council of Governments

LRTA Lowcountry Regional Transit Authority

LRTP Long Range Transportation Plan

MPO Metropolitan Planning Organization

MAP-21 Moving Ahead for Progress in the 21st Century

NEPA National Environmental Policy Act

PPP Public Participation Plan

**SCDOT** South Carolina Department of Transportation

STIP Statewide Transportation Improvement Program

STBGP Surface Transportation Block Grant Program

**TAMP** Transportation Asset Management Plan

TAP Transportation Alternative Program

TIP Transportation Improvement Program

**UPWP** Unified Planning Work Program

**USDOT** United States Department of Transportation

UZA Urbanized Area

#### **Overview**

The Lowcountry Area Transportation Study (LATS) is a Metropolitan Planning Organization (MPO) for the Bluffton – Hilton Head Island and Beaufort – Port Royal urbanized area. MPOs are federally required to produce at a minimum a four-year Transportation Improvement Program (TIP) that outlines federally funded highway, transit, bicycle, and pedestrian projects within the metropolitan planning area that have been identified in the long range transportation plan.

The FY 2024 through FY 2033 TIP responds to procedures required the United States Code of Federal Regulations (23 CFR 450.326). The federal regulations require that all transportation projects that are either wholly or partially funded with federal monies as well as regionally significant local- and state-funded projects within the metropolitan planning area (Town of Hilton Head Island, Town of Bluffton, City of Hardeeville, City of Beaufort, Town of Port Royal and the urbanized portion of Beaufort and Jasper Counties) be included in the region's TIP. The TIP must be consistent with the projections of federal funds and local matching funds for this time period. After adoption by LATS, the TIP will be submitted for full inclusion in the Statewide Transportation Improvement Program (STIP) compiled by the state of South Carolina.

#### **Introduction and Background**

Following the 2010 Decennial Census, the US Census Bureau designated the Bluffton - Hilton Head area as an Urbanized Areas (UZA) having reached a population exceeding 50,000. Federal regulations require the formation of a Metropolitan Planning Organization (MPO) once that threshold is reached. The MPO carries out a continuous, cooperative, and comprehensive transportation planning process for urbanized areas with a population of 50,000 or more. As a result, the Lowcountry Area Transportation Study (LATS) was established as the MPO responsible for coordinating the transportation planning process for the urbanized area of Beaufort and Jasper Counties in South Carolina including the municipalities of Beaufort, Bluffton, Hardeeville, Hilton Head Island, and Port Royal. The MPO area includes land designated as urban by the US Census and other land expected to be urbanized within the next 20 years. The result of the 2020 census showed that the Bluffton – Hilton Head Urbanized area had grown to a population of 71,824. The Census also designated a new urban area, Beaufort – Port Royal, within the existing LATS MPO boundary with a population of 52,515. Both urbanized areas in addition to land expected to become urban in twenty years are included in the LATS MPO study boundary (Figure 1).

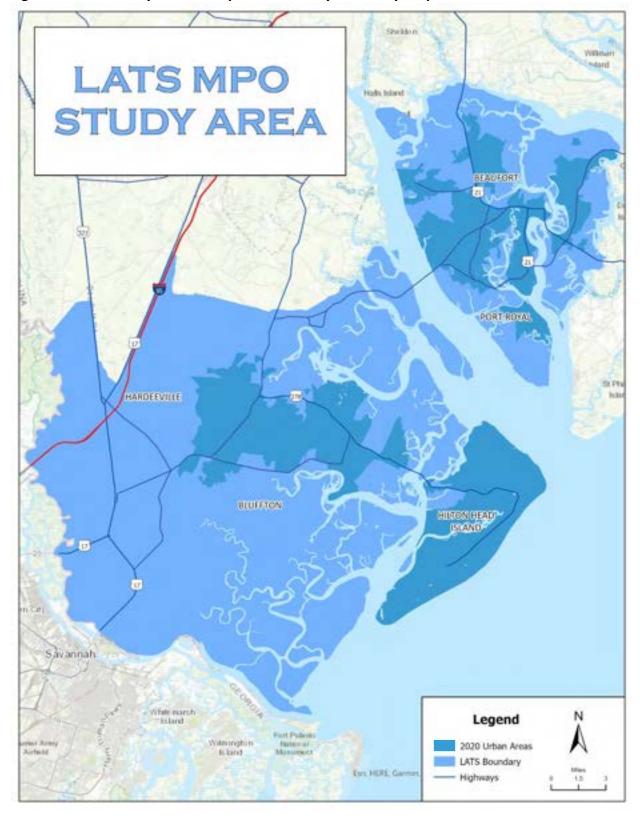
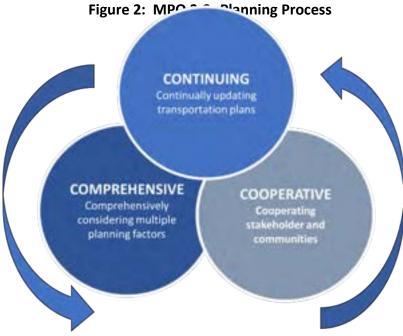


Figure 1: Lowcountry Area Transportation Study Boundary Map

The purpose of the Metropolitan Planning Organization (MPO) is to carry out a continuing,

cooperative, and comprehensive (The 3Cs) multimodal transportation planning process that has a regional perspective (Figure 2). Metropoltian Planning Organizations are requried to 1) develop a Long Range Transportation Plan, which is, at a minimum, a 20- year transportation vision for the planning area; 2) develop a financially constrained Transportation Improvement Program, which is the agreed upon list for which federal funds are programed and all regionally significant project that may require federal action regardless of funding source; 3) develop a Unified Planning Work Program, which identifies in a single document the annual transportation planning activities that are to be undertaken



in support of goals, objectives and actions established in the Long Range Transportation Plan and 4) develop and carry out a public involvement plan (Figure 3).

The 2024-2033 Transportation Improvement Program (TIP) sets forth the projects and programs for the LATS MPO that have obligated federal funding. This document provides more

detail on the MPO structure, supporting legislation, the TIP amendment process, and funding sources.

#### Structure

To facilitate and encourage interaction among stakeholder groups and the local community, the LATS is managed by the Lowcountry Council of Governments and has adopted a committee structure composed of a Policy Committee and Technical Committee. The functions of these two committees are detailed below.

#### Management

The Lowcountry Council of Governments has been identified as the "Designated Planning Agency" responsible for coordinating, developing, and preparing all required LATS plans and programs for submission to the Policy Committee after Study Team analysis and an appropriate citizen input process. The SCDOT Office of Planning, Office of Public Transit and the Intermodal and

**Figure 3: MPO Planning Products** 

A long-range Regional Transportation Plan (minimum 20 years – the "LRTP")

A Transportation Improvement
Program (minimum 4-year program
– SCDOT elects to have a 10-year
program)

An annual Unified Planning Work Program (one year – the "UPWP")

A periodically updated Public Involvement Plan. Freight Program Office provide technical support for LATS planning programs as well.

#### **Policy Committee**

The LATS planning process is guided by a Policy Committee. The LATS Policy Committee is made up of eight voting members. The voting members of the Policy Committee include local elected officials from:

- Town of Hilton Head Island
- Town of Bluffton
- Town of Port Royal
- City of Beaufort
- City of Hardeeville
- Beaufort County
- Jasper County
- Chairman of the Lowcountry Regional Transportation Authority

The Beaufort County Legislative Delegation, Jasper County Legislative Delegation and SCDOT Highway Commissioners are non-voting Ex Officio members. Other agencies with interest and/or expertise in transportation participate in the process to provide additional input, advice, and coordination on transportation issues and programs. Interested parties affected by the planning process may also be represented on committees such as the LATS Technical Committee. Other advisory committees or subcommittees may be formed on an as needed basis to address technical issues and to seek out and secure public input.

#### **Technical Committee**

The LATS Technical Committee advises and makes recommendations to the Policy Committee and includes staff from each of the municipalities and counties within the LATS Study Area, South Carolina Department of Transportation (SCDOT), and the Federal Highway Administration (FHWA) as well as representatives of other agencies or special interest groups.

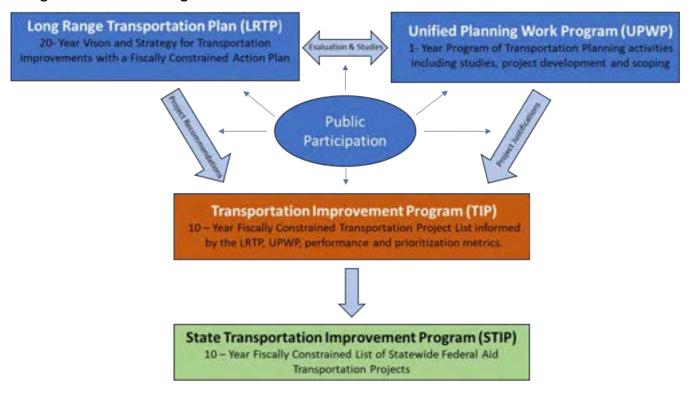
#### **Federal Mandates and Legislation**

The most recent federal surface transportation funding bill, the Infrastructure Investment and Jobs Act (IIJA) referred to as the Bipartisan Infrastructure Law (BIL), was signed in 2022. The BIL continues to support previous federal Transportation Improvement Program guidelines (FAST Act, MAP 21 etc.) The BIL allocates roughly \$1 trillion to upgrade transportation infrastructure, helps to close the digital divide, improves the electric grid and makes communities healthier and more resilient. The BIL includes \$475 billion to re-authorize the core federal surface transportation program.

LATS implements the Federal regulations through plans and programs. The LATS Long Range Transportation Plan (LRTP) and Unified Planning Work Program (UPWP) inform the development of the TIP. Each of these documents fulfills a separate purpose in the federal 3-C Transportation Planning Process. Surface transportation legislation ensure that access to federal aid is contingent upon Continuous and Comprehensive transportation planning

undertaken Cooperatively by municipalities and their regional, state, and federal partners. Figure 4 describes the LRTP and UPWP's relationship to the TIP.

Figure 4: MPO Planning Process



#### **Performance Based Planning and Programming**

Federal legislation established a performance-based planning and programming process that provides a means to more efficient investment of Federal transportation funds by focusing on the seven national transportation goals. This process increases the accountability and transparency of the Federal highway programs and improves transportation investment decision-making. The process connects performance measures and targets to the National goals (Figure 5) which were established to address safety, current infrastructure, traffic congestion, efficiency, environment, transportation delays and project delivery delays.

#### Figure 5: National Goals



Safety - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.



**Infrastructure Condition** - To maintain the highway infrastructure asset system in a state of good repair.



Congestion Reduction - To achieve a significant reduction in congestion on the National Highway System (NHS).



System Reliability - To improve the efficiency of the surface transportation system.



**Freight Movement and Economic Vitality** - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.



**Environmental Sustainability** - To enhance the performance of the transportation system while protecting and enhancing the natural environment.



Reduced Project Delivery Delays - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.

The Federal Highway Administration (FHWA) requires that all states and MPOs monitor their transportation system using specific performance measures and setting performance targets according to federal guidance (Table 1). These performance measures help to maintain existing roads and identify roads (and bridges) that need repair or replacement.

**Table 1: Performance Based Planning and Programming Performance Measures** 

Final Rule	Performance Measure Category	Measures
PM 1	Safety	Number of fatalities     Rate of fatalities     Rate per 100 million vehicle miles traveled (VMT)     Number of serious injuries     Rate of serious injuries per 100 million VMT     Number of Non-motorized fatalities and serious injuries
PM 2	Pavement Condition Bridge Condition	Percent of pavements of the Interstate System in Good condition Percent of pavements of the Interstate System in Poor condition Percent of pavements of the non-Interstate NHS in Good condition Percent of pavements of the non-Interstate NHS in Poor condition Percent of NHS bridges classified as in Good condition Percent of NHS bridges classified as in Poor condition
PM3	Travel Time Reliability Freight Reliability Traffic Congestion Total Emissions Reduction	Interstate: % of person-miles traveled on the Interstate that are reliable     Non-Interstate: Percent of person-miles traveled on the non-Interstate NHS that are reliable     Freight Reliability: Truck Travel Time Reliability (TTTR) Index     Annual Hours of Peak House Excessive Delay Per Capita: Urbanized Area 1     Percent of Non-Single Occupancy Vehicle (Non-SOV) Travel: Urbanized Area 1     Total Emissions Reductions: Nox     Total Emission Reductions: VOC
TAM	Transit Asset Management	% of revenue vehicle by asset class that have met or exceeded their Useful Life Benchmark     % of vehicles that have met or exceeded their Useful Life Benchmark
PTASP	Public Transportation Agency Safety Plan	<ul> <li>Number of fatalities</li> <li>Rate per 100 thousand VRM</li> <li>Number of serious injuries</li> <li>Rate of serious injuries per 100 thousand VRM</li> <li>Safety Events</li> <li>Safety Events per 100 thousand VRM</li> <li>System Reliability (VRM/Failures)</li> </ul>

#### **LATS' Performance Targets**

According to the federal legislation MPOs have the option to either adopt their own targets or they may opt to support the state's targets through planning and programming activities. LATS has opted to support the South Carolina state targets through TIP project programing and delivery. The performance targets set by South Carolina Department of Transportation will help to accomplish SCDOT's Strategic Plan Goals which were set out to maintain and improve the state's transportation infrastructure. Improving safety programs and outcomes, maintaining, and preserving existing transportation infrastructure, and improving program delivery are the three statewide goals set by the state to guide the agency's (SCDOT) investment strategy.

The currently adopted targets are listed below (Tables 2-4). The targets are updated and amended into the long range transportation plan as required.

**Tabel 2: PM 1 Safety Targets** 

Performance Measures	2020-2024 Targets
Number of fatalities	1079
Rate of Fatalities per 100 million vehicle miles traveled (VMT)	1.87
Number of Serious Injuries	2549
Rate of Serious Injuries per 100 million VMT	4.41
Number of Non-motorized Fatalities and Serious Injuries	454.8

Table 3: PM 2 & 3

Pavement and Bridge Condition 2022-2025								
Performance Measure	Baseline	2-Year Target*	4-Year Target					
Percent of pavements of the Interstate System in Good condition	75.8%	77.0%	78.0%					
Percent of pavements of the Interstate System in Poor condition	0.2%	2.5%	2.5%					
Percent of pavements of the non- Interstate NHS in Good condition	38.3%	36.0%	38.0%					
Percent of pavements of the non- Interstate NHS in Poor condition	1.6%	10.0%	10.0%					
Percent of NHS bridges classified as in Good condition	38.5%	35.0%	34.0%					
Percent of NHS bridges classified as in Poor condition	4.3%	6.0%	6.0%					
Hig	hway Performa	ance 2022-2025						
Interstate: % of person-miles traveled on the Interstate that are reliable	95.9%	89%	89%					
Non-Interstate: Percent of person-miles traveled on the non-Interstate NHS that are reliable	89.8%	85.00%	85%					
Fr	eight Moveme	ent 2022-2025						
Freight Reliability: Truck Travel Time Reliability (TTTR) Index	1.31	1.45	1.45					

**Table 4: Transit Performance Measure Targets** 

	Transit Asset Manageme	nt Target	5			1
Revenue Vehicles		2020	2021	2022	2023	2024
	Over the Road Bus	15%	15%	15%	15%	15%
Age - % of revenue vehicles	Bus	15%	15%	15%	15%	15%
within a particular asset class	Cutaway Bus	30%	30%	30%	30%	30%
that have met or exceeded	Mini-van	20%	20%	20%	20%	20%
their Useful Life Benchmark	Trolleybus	20%	20%	20%	20%	20%
	Van	20%	20%	20%	20%	20%
Equipment		1	1			
Age - % of vehicles that have						
met or exceeded their Useful						
Life Benchmark (ULB)	Non Revenue/Service Auto	30%	30%	30%	30%	30%

Transit Safety Targets									
Mode of Transit Service	Fatalities	Fatalities (per 100 thousand VRM)	Injuries	Injuries (per 100 thousand VRM)	Safety Events	Safety Events (per 100 thousand VRM)	System Reliability (VRM/failures)		
Fixed Route	0	0	6	1	12	2	6		
Commuter Bus	0	0	1.5	0.25	6	1	2		
Demand Response	0	0	6	1	12	2	6		

## **Planning Factors**

Previous Federal legislation has set forth ten planning factors that agencies must consider when developing their plans. The planning factors listed in Table 5 have remained mostly unchanged since the FAST Act. The BIL/IIJA carries the requirement forward with a minor modification to the Quality of Life planning factor adding a consideration for housing.

#### **Table 5: Planning Factors**

<u>Economic Vitatity:</u> Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.

Safety: Increase the safety of the transportation system for motorized and non-motorized users.

Security: Increase the security of the transportation system for motorized and non-motorized users.

Accessibility: Increase the accessibility and mobility of people and for freight.

Quality of Life: Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns.

<u>Connectivity</u>: Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.

System Efficiency: Promote efficient system management and operation.

Preservation: Emphasize the preservation of the existing transportation system.

<u>Resilience:</u> Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and

Tourism: Enhance travel and tourism.

#### Planning Emphasis Areas (PEAs)

In addition to federal legislation, the Federal Highway Administration and the Federal Transit Administration jointly issued planning Emphasis Areas (PEAs) in 2021 (Figure 3). PEAs are policy, procedural and technical topics that should be considered by all federal planning fund recipients when preparing work programs for metropolitan and statewide planning and research assistance programs. These emphasis areas have been taken into consideration during the process of developing the long-range transportation plan and programming the TIP. The 2021 Planning Emphasis Areas include:

Tackling the Climate Crisis -Transition to a clean energy, resilient future

Ensure that our transportation plans and infrastructure investments help achieve the national greenhouse gas reduction goals of 50-52 percent below 2005 levels by 2030, and net-zero emissions by 2050, and increase resilience to extreme weather events and other disasters resulting from the increasing effects of climate change.

Complete Streets Develop, and operate streets and networks that prioritize safety, comfort, and access to destinations for people who use the street network, including pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services, and motorists.

Public Involvement Carry out early, effective, and continuous public involvement to ensure diverse viewpoints into the decision-making process.

Equity and Justice 40 in transportation planning

Ensure public involvement in the planning process and that plans and strategies reflect various perspectives, concerns, and priorities from impacted areas.

Strategic Highway Network (STRAHNET)/US Department of Defense Coordination

Encourage cooperation and coordination with representatives from DOD in the transportation planning and project programming process on infrastructure and connectivity needs for STRAHNET routes and other public roads that connect to DOD facilities.

Datain Transportation Planning Incorporate data sharing and consideration into the transportation planning process because data assets have value across multiple programs. allows for efficient use of resources and improved policy and decision making at the State, MPO, regional, and local levels for all parties.

Federal Land Management Agency (FMLA) Coordination

Ensure coordination with FLMAs in the transportation planning and project programming process on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands.

Planning and Environmental Linkages Ensure using an integrated approach to transportation decision making that considers environmental, community, and economic goals early in the transportation process resulting in transportation programs and projects that serve the community's needs more effectively while avoiding and minimizing the impacts on human and natural resources.

#### **Title VI and Environmental Justice**

Environmental justice has been a federal requirement since recipients of federal funds were required to certify nondiscrimination through Title VI of the Civil Rights Act of 1964. A 1994 Presidential Executive Order required all federal agencies to make environmental justice part of their missions. The law was enacted to avoid the use of federal funds for projects, programs, or other activities that generate disproportionate or discriminatory adverse impacts on minority or low-income populations. The U.S. Department of Transportation (USDOT) promotes environmental justice as an integral part of the long range transportation planning process as well as individual project planning and design.

According to the USDOT, environmental justice requires the understanding and incorporation of the unique needs of distinct socioeconomic groups in order to create transportation projects that fit harmoniously within the framework of their communities without sacrificing safety or mobility. The environmental justice assessment incorporated in the LRTP is based on three fundamental principles derived from guidance issued by the USDOT:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority and lowincome populations.
- Ensure all potentially affected communities' full and fair participation in the transportation decision-making process.
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by

minority and low-income populations.

Investments made in the TIP must be consistent with federal Title VI requirements. Additionally, the process by which new projects are identified and prioritized for inclusion in the TIP must consider the equitable selection of projects in accordance with federal Title VI requirements. Title VI and Civil Right requirements are detailed in the <u>Lowcountry Council of Governments Civil Right Policies and Procedures</u>.

# **Development of the TIP**

The LATS regional Transportation Improvement Program (TIP) for Federal Fiscal Years (FFY) 2024-2033 is a prioritized, financially constrained, multi-year program that supports the implementation of transportation projects in the region. The federally mandated document is updated no less than every four years and lists transportation projects anticipated to receive federal aid within a ten-year horizon. The TIP also includes non-federal aid projects that receive financial support from the state and locally funded regionally significant projects. Because the document is fiscally constrained, it must demonstrate reasonable funding potential based on the MPO's obligation authority and local sources. As such, the total cost of projects included in the TIP must realistically reflect the amount of federal and state funding anticipated to be available during the TIP's horizon.

Projects and programs incorporated into the FY 2024-FY 2033 TIP are new and continuing projects and programs that originated in the 2045 LATS Long Range Transportation Plan, as well as SCDOT-identified projects for the Lowcountry region. The FY 2024- FY 2033 TIP has been developed by LATS with the cooperation of SCDOT and LRTA. The TIP has been advertised and made available for public comment for thirty calendar days. While the TIP is usually approved every three years, the document may be amended and corrected as needed. Procedures for amending and modifying the TIP are detailed in the next section.

#### **Financial Constraint**

The TIP must be financially constrained, meaning that the amount of funding programmed must not exceed the amount of funding estimated to be available. In developing the FY 2024- FY 2033 TIP, LATS has taken into consideration the transportation funding revenues anticipated during the years of the TIP cost estimates based on the year of expenditure (suing a 3% inflation rate) and has found the FY 2024 to FY 2033 TIP to be financially constrained. Should an action occur in the future that significantly affects the funding of programmed projects in the TIP, LATS along with its partners and the project sponsors would review the impact to the TIP. Appropriate action, such as potential amendments to the TIP, to address the funding of affected projects would be taken at that time.

#### **Long Range Transportation Plan**

Federal funding cannot be allocated to transportation projects within the MPO region unless they are included in the financially constrained portion of the long range transportation plan. The LATS 2045 Long Range Transportation Plan (LRTP) defines the community's strategy for

creating a regional transportation system that accommodates the current mobility needs of residents and looks to the future to anticipate where new needs may arise. To reflect changing conditions and planning principles, the plan is required to be updated every five years. It articulates goals and objectives for future projects and programs over a 20-year horizon based on existing needs and anticipated fiscal constraints. In response to federal mandates and the desires of residents, the LRTP addresses all modes of transit, including automobile, bicycle, pedestrian, transit, air, and rail movements.

#### **Project Prioritization**

To best understand how to allocate the region's limited financial resources, it is important to establish priorities for widening, new location, and intersection improvement projects. To balance priorities, project evaluations need to go beyond traffic impacts to consider cultural, environmental, economic, multimodal, and land use considerations. Recognizing the need to create a balanced prioritization to establish project rankings, the South Carolina legislature passed Act 114 in 2007, which added Sections 57-1-370 and 57-1-460 to the South Carolina Code of Laws. These sections provide details of the ranking process to be used by SCDOT as well as the state's MPOs and Councils of Governments (COGs).

Capital roadway projects recommended in the LRTP are evaluated using a priority ranking that is consistent with Act 114 guidance and SCDOT best practices. The criteria are also required to reflect the needs and priorities of the MPO area. The LATS Technical Committee develops roadway project prioritization criteria in collaboration with SCDOT. Projects are separated and evaluated by project type: roadway widening (Table 6), new roadways (Table 7) and intersections/interchanges improvements (Table 8). The evaluation measures used to assess each project in the 2045 LRTP are shown here along with their potential point ranges. Data for this prioritization process was gathered from the region's travel demand model and SCDOT data sources. The prioritization process established in the LRTP will be used as the basis for identifying future roadway capital projects for inclusion in the TIP.

Bicycle and pedestrian projects that are co-located with another roadway improvement were included in the roadway prioritization process. Independent bicycle and pedestrian projects as well as studies were not required to be prioritized as part of the LRTP. These projects will continue to be prioritized through the identification efforts of the LATS Committee members. Transit projects will continue to be prioritized through the planning efforts of the LRTA.

**Table 6: Corridor and Widening Project Prioritization Criteria** 

Evaluation Criteria	Definition	Percentage of Score
Traffic Volume and Congestion	The traffic volume and congestion score are based on current and future traffic volumes and associated level-of-service (LOS).	35%
Located on a Priority Network	The priority network score is based on a project's location in relationship to defined priority network.	25%
Public Safety	The public safety score is based on crash rates.	10%
Economic Development	The economic development score is based off of an assessment of livability, regional economic development, benefit-cost & cost effectiveness, and system performance.	7%
Truck Traffic	The truck traffic score is based on current and project truck percentages.	10%
Financial Viability	The financial viability score is based on estimated project cost in comparison to the ten-year State Transportation Improvement Program (STIP) budget. Additional consideration will be given to projects supplemented with local project funding and/or other federal and state funding.	5%
Pavement Quality Index (PQI)	The PQI score is based on pavement condition assessment.	3%
Environmental Impacts	The environmental impact score is based on an assessment of potential impacts to natural, social, and cultural resources.	5%

**Table 7: New Location Project Prioritization Criteria** 

Evaluation Criteria	Definition	Percentage of Score
Traffic Volume and Congestion	The traffic volume and congestion score is based on a comparison of network hours of delay between build and no-build scenarios.	40%
Economic Development	The economic development score is based off of an assessment of livability, regional economic development, benefit-cost & cost effectiveness, and system performance.	20%
Environmental Impacts	The environmental impact score is based on an assessment of potential impacts to natural, social, and cultural resources.	15%
Connectivity to a Priority Network	The priority network score is based on the proposed road's relationship to a priority network.	15%
Financial Viability	The financial viability score is based on estimated project cost in comparison to the ten-year State Transportation Improvement Program (STIP) budget. Additional consideration will be given to projects supplemented with local project funding and/or other federal and state funding.	10%

Table 8: Intersection/Interchange Improvements Project Prioritization Criteria

Evaluation Criteria	Definition	Percentage of Score
Traffic Volume and Congestion	The traffic volume and congestion score is based on current and future traffic volumes and the associated level-of-service.	35%
Public Safety	The public safety score is based on crash rates.	25%
Truck Traffic	The truck traffic score is based on current and projected truck percentages.	10%
Located on a Priority Network	The priority network score is based on the project's relationship to a priority network.	15%
Financial Viability	The financial viability score is based on estimated project cost in comparison to the ten-year State Transportation Improvement Program (STIP) budget. Additional consideration will be given to projects supplemented with local project funding and/or other federal and state funding.	5%
Economic Development	The economic development score is based off of an assessment of livability, regional economic development, benefit-cost & cost effectiveness, and system performance.	5%
Environmental Impacts	The environmental impact score is based on an assessment of potential impacts to natural, social, and cultural resources.	5%

#### **Public Involvement**

Public involvement associated with LATS serves to actively solicit ideas from residents and stakeholders of the study area. Public involvement also seeks to provide meaningful ways for these residents and stakeholders to communicate with decision makers regarding the allocation of transportation funds. To better detail the role of public involvement in the preparation of key planning documents, LATS has adopted a <a href="Public Participation Plan">Public Participation Plan</a> (PPP). Through the implementation of the PPP, residents and stakeholders have access to information as well as established ways to provide feedback. The PPP requires that there be at a minimum a thirty-day public comment period before approval for the TIP. The public involvement documentation can be found in Appendix C.

#### **State Transportation Improvement Program**

Just as each MPO is required to develop a TIP, each state is required to compile a Statewide Transportation Improvement Plan (STIP) as a requirement of federal regulations. The STIP includes all federally funded transportation projects from throughout the state. Projects must be in the STIP before funding authorities, such as FTA, FHWA, or the South Carolina Department of Transportation (SCDOT) can obligate or commit monies.

## **TIP Amendment Process**

Major updates of the TIP are typically conducted on a four-year schedule. However, during the life of the TIP it may be necessary to update certain projects or elements. This section details the process for identifying and conducting a policy amendment or an administrative modification to the TIP (Table 9).

#### **Amendments**

An Amendment is a revision to the TIP that requires Policy Committee approval and involves major changes to a project or the overall program and must meet the requirements of 23 CFR 450.216 and 450.326 regarding public review and comment, re-demonstration of fiscal constraint, and transportation conformity. Amendments require a 21-Day Public Comment. An amendment is required when changes to the TIP include:

- Add a new project to the TIP, regardless of whether the project has been in a previous TIP or not.
- Delete a programmed project from the TIP.
- Delete or significantly change a regionally significant project feature of an existing project (for example, change the project termini).
- Delete a regionally significant project or defer it from the first four years of the TIP.
- Change a project's funding.
- Could potentially be inconsistent with recommendations in the LRTP; or
- Change a project description/scope or introduce any other change that is inconsistent
  with the National Environmental Policy Act (NEPA) documentation or will alter the NEPA
  determination.
- Changing the nature and or function of corridors and intersections.
- Adding or deleting road segments including interchange ramps; or
- Adding or deleting public transit routes, segments, or transfer points.

#### **Administrative Modifications and Corrections**

Administrative modifications include all changes other than policy amendments. Minor updates that do not require TAC approval or public involvement. Administrative modifications and Correction may include:

- Moving project staging between years without affecting the scope of the project, affecting its expected completion, or affecting the current year staging.
- Changing the federal/state/local funding source; a change to the percentage of the total project cost paid by each funding partner up to 25% may be approved administratively.
- Changing the designated responsible agency with the original sponsor's approval.
- Changing project funding in the first four TIP years per table on the following page.
- Changing the program allocation to the projects per table on the following page.
- Shifting carryover funds between years for projects.
- Combining or separating phases within a project that is part of an approved STIP may be approved administratively.

**Table 9: TIP Amendments and Corrections** 

TIP Budget	Administrative Modifications & Corrections	Requiring Amendments
< \$100,000	Increase <u>less than</u> 100%	Increase 100% or greater
> \$100,000 - \$500,000	Increase <u>less than</u> \$500,000	Increase <u>greater than</u> \$500,000
> \$500,000 - \$5,000,000	Increase <i>less than</i> \$500,000	Increase greater than \$500,000
> \$5,000,000	Increase <u>less than</u> 10%	Increase <u>greater than</u> 10%

Amendments will typically be processed at the following Policy Committee meeting from the time of submission. Amendments will be recommended by the LATS Technical Committee for LATS Policy Committee consideration and action. Formal public hearings will not typically be held. Public notification of the actions will be posted on the LATS page of the LCOG website and input will be accepted during the public comment period of any of the committee meetings considering the amendments.

Administrative modifications submitted to LATS staff by the first working day of each month will typically be processed by the fifteenth working day of that month, provided they are complete. Processing may be delayed if additional information is required. Administrative modifications and corrections do not require committee review or approval.

LATS staff will process TIP revisions by:

- Entering the requested amendments and modifications into the TIP project database;
- Notifying SCDOT of amendments and modifications for inclusion in the STIP; and
- Sending a summary of amendments and modifications to the TIP notification list as needed.
- If a sponsor submits a TIP revision and LATS staff denies it, the sponsor may appeal the LATS staff decision to the Policy Committee.

# **Funding and SCDOT Programs**

LATS projects are funded through federal, state, and local sources. Several sources of funds are involved and combined in projects that appear in the TIP. The following section identifies many of the funding sources and SCDOT programs that will be found in the TIP. Additional federal funding sources is detailed in Appendix A.

#### **Regional Mobility Program (Guideshare Funds)**

LATS receives a direct allotment of funds for road improvements from SCDOT through the

Regional Mobility Program (RMP), otherwise known as the System Upgrade Program. The South Carolina Transportation Commission sets aside approximately \$238 million dollars of FHWA and SCDOT funds each year and distributes the money among the state's eleven MPOs and ten Councils of Governments based on population and vehicle miles of travel in each region. The program also emphasizes expanding the existing network by widening existing roads, building new location rads and targeting bicycle and pedestrian needs. Currently LATS receives \$7,228,409 (in 2024) with an anticipated increase to \$8,518,448 in 2025 going forward.

Road improvements may include constructing new roads, adding traffic lanes to existing roads, constructing paved shoulders, installing traffic signals, constructing sidewalks or bike lanes, or making safety improvements.

#### Non Motorized transportation Funding

In 2012, Congress passed the Moving Ahead for Progress in the 21st Century (MAP-21) Highway Authorization Bill. The former Transportation Enhancement Program, created by earlier legislation, was rebranded as the Transportation Alternative Program, or TAP, to maintain a level of funding for projects that had frequently been left out of highway improvement plans in past years. For metropolitan areas with a population less than 200,000, projects are selected by the SCDOT Commission. Transportation Alternatives funds typically require a 20% match. For the Transportation Alternatives Program, a pedestrian is not only defined as a person traveling by foot but also "any mobility impaired person using a wheelchair." The definition of a bicycle transportation facility is "a new or improved lane, path, or shoulder for use by bicyclists and a traffic control device, shelter, or parking facility for bicycles." Bicycle and pedestrian projects must be principally for transportation, rather than recreation of beautification purposes with a clear relationship to transportation and must also demonstrate a logical sense of connectivity.

Another program that funds non motorized projects is the Recreational Trails Program administered by South Carolina Park and Recreation and Tourism. The funds can be used to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. The RTP funds come from the Federal Highway Trust Fund and represent a portion of the motor fuel excise tax collected from non-highway recreational fuel use.

#### **South Carolina Transportation Infrastructure Bank (STIB)**

The South Carolina Transportation Infrastructure Bank was created in 1997 (Bank Act), with the corporate purpose of the Bank to assist in financing major qualified projects by providing loans and other financial assistance to government units and private entities for constructing and improving highway and transportation facilities necessary for public purposes including economic development. To date, the Bank has assisted with funding up to \$5.9 billion on 100 projects, in 29 counties and 5 municipalities. Currently the Exit 3 interchange project and the US 278 improvements/Hilton Head Island Bridge replacement project have received funds from the STIB.

#### **Transit Funding**

The majority of the transit funding in the region comes from Federal Transit Administration (FTA) formula funds. Section 5307 Capital urbanized area mass transit formula program funds capital projects and requires a 20% local match. Section 5307 Operations urbanized area mass transit formula program funds operating assistance and requires a 50% match. Palmetto Breeze is the primary recipient of these funds in the Lowcountry. FTA Section 5310 funds have also been distributed within the region through a discretionary program where eligible applicants may apply annually. The program aims to improve mobility for older adults and people with disabilities by removing barriers to transportation service and expanding transportation mobility options. Additional FTA funds are detailed in Appendix A.

#### **Pavement Program**

Funding for resurfacing and other maintenance activities, interstate and interchange reconstruction, ramp modifications, and mainline widening, as well as Intelligent Transportation System (ITS) technology that provides the traveling public advanced notification of travel conditions and options for alternative routing. Interstate Program funds typically require a 10% or 20% match depending on the project type. Funding for resurfacing of Primary Routes (US and SC) and state secondary routes are eligible for federal funding. Funding is divided between three categories of improvements including reconstruction, rehabilitation and preservation. Pavement and Reconstruction funds typically require a 20% match Pavement/Reconstruction – Funding for resurfacing of Primary Routes (US and SC) and state secondary routes eligible for federal funding. Funding is divided between three categories of improvements including reconstruction, rehabilitation and preservation. Pavement and Reconstruction funds typically require a 20% match. This is a Commission-approved funding category.

#### **Bridge Program**

The SCDOT Bridge Program funds projects that address structurally deficient or functionally obsolete bridges on the federal-aid system, with a portion of the funding required for use on bridges typically not eligible for federal funding (off-system). Bridge Program funds typically require a 20% match.

#### Safety Program

The SCDOT Safety Program fund projects in locations that have a statistically higher than average collision rate and/or severity rate that considers fatalities, injuries, and property damage. The Safety Program is comprised of the following categories:

- Intersection Improvements Realignments, turn lanes, signalization
- Corridor Improvements Spot improvements along segments of roadway
- Low Cost Intersection Improvements Fluorescent signing, reflective sign post panels, additional signage, oversize stop signs, and remarking/re- striping
- Railroad Improvements Safety enhancements to rail crossings
- Interstate Safety Improvements Resurfacing (open-graded friction course), extending

an acceleration/deceleration lanes, clearing, and signing and marking improvements

#### **Interstate Program**

This program consists of the Interstate Upgrade Program, which is a state managed program for the Interstate System. The program typically require a 20% match.

#### **Local Funds**

Local funds area often used in part to fund portions of larger projects. Some examples of local funds include Local Options Sales Tax (LOST), Beaufort County Penny Referendum (2018) 1% sales tax, Jasper County Penny Transportation Sales Tax and development impact fees.

#### **SCDOT Project Fiscal Constraint**

SCDOT uses Advanced Construction or "AC" as a highway financing tool that allows projects to be built earlier than they would under normal federal funding constraints. The SCDOT has developed two methods for utilization of AC in the STIP: Financial AC and Project AC. Financial AC is used as a highway financing tool enabling programming levels to exceed the federal apportionment budget. The additional programming capacity is important to balance the variability in project delivery that can routinely occur during all phases of project development, with a sufficient number and value of projects to efficiently meet the federal obligation limitation requirements on an annual basis. Financial AC represents the commitment of state funds to satisfy the programming levels exceeding available federal funding in a given year. An authorization as AC allows for a project to be undertaken with state or local funds, while maintaining eligibility to convert the project to federal aid in the future. In addition, Financial AC is used to demonstrate fiscal constraint, which reflects the ability to adequately fund and deliver the Federal-Aid Program in South Carolina.

Financial AC represents a large group of projects with many variables and for this reason they are shown as an aggregate estimate of both the AC incurred and converted for each fiscal year. Project AC is used for larger projects and is typically associated with the construction phase. Project AC is shown in the STIP for individual projects with phases of work equal to or greater than \$50 million. Project AC allows for an efficient use of federal obligation limitation on larger projects by metering the use of federal funds as the project incurs expenditures.

2024-2033 Transportation Improvement Program \_

Item 17.

# 2024-2033 TIP Funding Table

The TIP funding Table 13 identifies the projects included in the FY 2024- FY 2033 LATS Transportation Improvement Program. Funding for each project is shown by fiscal year as well as federal funding program. All the projects contained within this table fall within the LATS MPO boundary. Cost estimates for the projects shown in this table were developed in collaboration with LATS members and SCDOT, and are shown in year of expenditure, thousands of dollars. Some of the projects are broken into phases, reflecting when construction, right-of-way, or preliminary engineering are expected to occur as well as the funding levels for each phase. Additional details on each project and program can be found in Appendix B.

# LATS TRANSPORTATION IMPROVEMENT PROGRAM - FY 2024-2033 FINANCIAL STATEMENT **REGIONAL MOBILITY PROJECTS**

DOLLAR A	AMOUNTS REPORTED IN 1,000'S												FY 2024-	2033 TIP \	WINDOW						5/9/2024	
SCDOT PIN NO.	PROJECT NAME AND DESCRIPTION	CITY / COUNTY	LRTP PRIORITY TEIR	PROGRAM CATEGORY	PROGRAM	FEDERAL PROGRAM	FUND SOURCE (IF LOCAL)		PREVIOUS FUNDING	1 <b>FY</b> /(1/4	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	TOTAL FUNDING	TOTAL OTHER FUNDING (2024-2033)	REMAINING COST
P123456	US-17 Back River Bridge (P:039869)	Jasper	1	Regional Mobility	MPO	STBGP		CON				\$8,000								\$8,000		\$8,000
	S-23: US 321 and SC 46 Intersection Improvements	Jasper	2	Regional Mobility	MPO	STBGP		PE						\$750						\$750		\$1,641
	H-2: US 17 (Whyte Hardee Blvd) from I-95 (Exit 5) to John Smith Rd Access Management	Jasper	1	Regional Mobility	МРО	STBGP		PE			\$1,000									\$1,000		\$2,740
	JC-11 US 278 Corridor Improvements from Argent to I- 95	Jasper	1	Regional Mobility	MPO	STBGP		PE			\$2,000									\$2,000		\$58,000
	BC 12/JC 01 Corridors Improvements SC 170 from Argent Blvd to US 278, US 278 from SC 170 to Argent Blvd, Argent Blvd from US 278 to SC 170 (Triangle Project)	Beaufort Jasper	1	Regional Mobility	MPO	STBGP		PE			\$2,500									\$2,500		\$247,500
	SC 170 Multi-Use Path: SC 46 to Boundary	Beaufort Jasper	NA	Regional Mobility	МРО	STBGP		PL			\$250									\$250		
	Lady's Island Bridge Study	Beaufort	NA	Regional Mobility	МРО	STBGP		PL			\$200									\$200		
				Local	MPO	LOC	local	PL	\$271													
	BC-10 Ribaut Road Corridor Improvements	Beaufort	2	Regional Mobility	MPO	STBGP		PE			\$2,500		ć2 F00							\$2,500		\$135,000
				Regional Mobility	MPO	STBGP		ROW					\$2,500							\$2,500		
				Regional Mobility	MPO	STBGP		PE				\$500								\$300		
	S-12 US 21 (Parris Island Gateway)/SC 170 (Robert Smalls	Beaufort	1	Regional Mobility	MPO	STBGP		ROW					\$500	40.700						\$500	1	
	Road) Intersection Improvements			Regional Mobility	MPO	STBGP		CON						\$3,500						\$3,500		
				Regional Mobility	MPO	STBGP		PE			\$500									\$300		
	S16: US 21 & SC 128 Intersection Improvements	Beaufort	1	Regional Mobility	MPO	STBGP		ROW				\$500								\$500	1	
				Regional Mobility	MPO	STBGP		CON					\$2,500							\$2,500		
	BL-2 Bluffton Parkway 5B New Location	Beaufort	3	Regional Mobility	MPO	STBGP		PE			\$1,200									\$1,200		\$48,500
	·			Local	MPO	LOC	Local	PE			\$300		4000							4	\$300	, ,,,,,,
	Hilton Head Island Bridge Study	Beaufort	NA	Regional Mobility Regional Mobility	MPO MPO	STBGP STBGP		PL PE					\$200 \$2,500							\$200 \$2,500		
	HHI-05 Cross Island Parkway Corridor Improvements	Beaufort	1	Regional Mobility	MPO	STBGP		ROW					72,300		\$1,000					\$1,000		\$96,500
	HHI-2 Gumtree Road and US 278 Intersection Improvements	Beaufort	3	Regional Mobility	МРО	STBGP		PE							7 - 7 - 7 - 7	\$1,500				\$1,500		\$6,500
		2		Regional Mobility	MPO	STBGP		PL	\$250													
	SC/46/SC 315 from SC 170 To US 17 with expanded scope Bluffton Parkway from SC 170 to I-95	Beaufort Jasper	NA	Regional Mobility	MPO	STBGP		PL	\$160													
	stepe station . arking, itom se 170 to 193	343961		Local	MPO	LOC	Local	PL	\$40													
P042885	Bluffton Parkway US 278 (Flyover) to SC 170	Beaufort	NA	Regional Mobility	MPO	STBGP	1 !	PL	\$160													
P042886	SC 170 from Boundary Street to SC 46	Beaufort Jasper	NA	Local Regional Mobility	MPO MPO	LOC STBGP	Local	PL PL	\$40 \$400													
P042888	US 278 Corridor Project I-95 to Sea Pines Circle	Beaufort	NA	Regional Mobility	MPO	STBGP		PL	\$500													
	·	Beaufort		Regional Mobility	MPO	STBGP		PL	\$220													
P032094		Jasper	NA	Local	MPO	LOC	Local	PL	\$55													
KEY: PL: P	PLANNING/FEASIBILITY, PE: ENGINEERING DESIGN AND E	NVIRONMENTAL AN	NALYSIS,		MPO	O/COG REGIONAI	MOBILITY A	LLOCATION	\$5,938	\$7,228	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518			

ROW: RIGHT-OF-WAY AQUISITION, CON: CONSTRUCTION, AD: ADMINISTRATION, CA: CAPITAL,

FC: TRANSIT FACILITY CONSTRUCTION, VA: TRANSIT VEHICLE ACQUISITION,

PS: TRANSIT PURCHASE OF SERVICE, OP: OPERATIONS, O: OTHER,

CORRECTIONS ARE HIGHLIGHTED IN YELLOW

AMENDMENTS ARE HIGHLIGHTED IN ORANGE

LRTP Priority: Tier 1 Score 1-10, Tier 2 Score 11-20, Tier 3 Score 21-30, Tier 4: Score 31-40

MPO	LOC	Local	PL	\$55											
MP	O/COG REGIONAL	MOBILITY A	LLOCATION	\$5,938	\$7,228	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518	\$8,518	Г
		C	CARRYOVER	\$4,824	\$8,560	\$15,788	\$14,156	\$13,674	\$13,992	\$18,260	\$25,778	\$32,796	\$41,314	\$49,832	
	PROPOSED A	ADVANCEME	NT (SCDOT)												
		DE	BT SERVICE	(\$378)											
		PAYBA	CK (SCDOT)												
REGIONAL M	OBILITY FUNDS A	VAILABLE FO	R PROJECTS	\$10,384	\$15,788	\$24,306	\$22,674	\$22,192	\$22,510	\$26,778	\$34,296	\$41,314	\$49,832	\$58,350	
REGIONAL M	OBILITY FUNDS A	LLOCATED TO	) PROJECTS	(\$2,096)		(\$10,150)	(\$9,000)	(\$8,200)	(\$4,250)	(\$1,000)	(\$1,500)				
			BALANCE	\$8,560	\$15,788	\$14,156	\$13,674	\$13,992	\$18,260	\$25,778	\$32,796	\$41,314	\$49,832	\$58,350	

				l	ATS TRANSPO	DRTATION IM	IPROVEME	NT PROG	RAM - FY 2	2024-2033	FINANCIA	AL STATEN	1ENT									
501145.4	AND INTO DEPORTED IN A COOLS						REGION	NAL MOBI	LITY PROJE	CTS			5V 2024	2022 TID 1	WND 014/						5 /0 /202 A	
DOLLAR A	AMOUNTS REPORTED IN 1,000'S						T						FY 2024-	2033 TIP V	VINDOW					1	5/9/2024	
SCDOT PIN NO.	PROJECT NAME AND DESCRIPTION	CITY / COUNTY	LRTP PRIORITY TEIR	PROGRAM CATEGORY	PROGRAM	FEDERAL PROGRAM	FUND SOURCE (IF LOCAL)		PREVIOUS FUNDING	1 FY 2012A	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	TOTAL FUNDING	TOTAL OTHER FUNDING (2024-2033)	REMAINING COST
							NON-	REGIONA	AL MOBIL	ITY PROJ	ECTS											
									TRANSIT													
				Mass Transit	5307-SM URB	5307-SU		OPS	\$403	\$530	\$530	\$530	\$530	\$530	\$530	\$530	\$530	\$530	\$530	\$5,703		
	Lowcountry Regional Transportation Authority	Beaufort/Jasper	NA	Mass Transit	5307-SM URB	5307-SU		AD	\$120	\$260	\$260	\$260	\$260	\$260	\$260	\$260	\$260	\$260	\$260	\$2,720		
				Mass Transit  Mass Transit	5307-SM URB 5307-SM URB	5307-SU 5307-SU		PL CA	\$58 \$272	\$32 \$293	\$32 \$293	\$32 \$293	\$32 \$293	\$32 \$293	\$32 \$293	\$32 \$293	\$32 \$293	\$32 \$293	\$32 \$293	\$378 \$3,202		
	D	Description of	NA.	Mass Transit	5310-SM URB	5310-SU		CA	7272	\$70	7233	7233	7233	7233	7233	7233	7233	7233	7233	73,202		
	Programs for Exceptional People	Beaufort	NA	Mass Transit	5310-SM URB	LOC		CA		\$12												
Sub Total									\$853	\$1,197	\$1,115	\$1,115	\$1,115	\$1,115	\$1,115	\$1,115	\$1,115	\$1,115	\$1,115	\$12,003		
								IN	TERSTAT	E												
P040503	I-95 New Interchange - Exit 3	Jasper	NA	SIB	SIB	LOC		PE	\$3,400													
1 040303	1 33 New Interentinge Exit 3	зазрет	IVA	SIB	SIB	SIB		CON		\$39,400										39,400		
				System Upgrade Interstate System Upgrade	Widening/New Construction	NHP		PE	\$13,900	\$22,100										22,100		
P041784	I-95 Widening from MM 8 to MM 21	Jasper	NA	Interstate  System Upgrade	Construction Widening/New	NHP		CON				\$10,000								10,000		
				Interstate System Upgrade	Construction Widening/New	NHP AC		CON ACC				\$278,000	\$47,600	\$57,600	\$57,600	\$57,600	\$57,600			278,000		
				Interstate	Construction	AC		CON				\$278,000								·		
Sub Total									\$17,300	\$61,500			\$47,600	\$57,600	\$57,600	\$57,600	\$57,600			\$349,500		
								I	BRIDGES													
PHRIMAI	I-95 Bridge Replacements over SC 46 (Bridge Asset ID 5325)	Jasper	NA	Bridges	Interstate/NHS	SFP		CON		\$13,300										13,300		
P030260	I-95 SB over Bagshaw Swamp/Bridge Replacement	Jasper	NA	Bridges	Interstate/NHS	SFP		CON		\$5,387										5,387		
				Bridges	Interstate/NHS	NHP		ROW		\$500										500		
	US 278 Corridor Improvements from Buckingham			Bridges	Interstate/NHS	NHP		CON			\$13,000									13,000		
	Plantation Dr to Spanish Wells Road, including replacement of the EB Mackay Creek Bridge,	Beaufort	NA	Bridges	Interstate/NHS	NHP	D== (: )	CON ACC				\$13,000	\$13,000	\$13,000	\$13,000					52,000		
	Intersection Improvements on Pinkney Island and improvements to Jenkins Island			Local	Local	LOC	Beaufort Sales tax Beaufort	ROW		\$4,843										4,843		
				Local	Local	LOC	Sales tax	CON			\$80,000									80,000		
				Local	Local	LOC		CON			\$36,200									36,200		
				Bridges SIB	Interstate/NHS SIB	AC SIB		CON			\$52,000 \$120,000									120,000		
Sub Total	<u> </u>	I	1	טוט	טוט	טוכ	I	L		\$4,843	\$236,200	\$13,000	\$13,000	\$13,000	\$13,000					\$293,043		
								P.A	VEMENT		<u>, , , , , , , , , , , , , , , , , , , </u>	<u>, , , , , , , , , , , , , , , , , , , </u>	, ,	·	<u> </u>		ı	ı	<u> </u>	<u>·</u> l		
	Non-FA Secondaries			Pavements	Non-FA Secondaries	MTN		CON	\$613	\$613	\$613	\$613	\$613	\$613	\$613	\$613	\$613	\$613	\$613	6,743		

				L	ATS TRANSPO	RTATION IN					FINANCIA	AL STATEN	<b>IENT</b>									
DOLLAR	AMOUNTS REPORTED IN 1,000'S						REGIO	NAL MOBI	LITY PROJE	ECIS			EV 2024.	2033 TIP \	WINDOW						5/9/2024	
SCDOT PIN		CITY / COUNTY	LRTP PRIORITY TEIR	PROGRAM CATEGORY	PROGRAM	FEDERAL PROGRAM	FUND SOURCE (IF LOCAL)	WORK	PREVIOUS FUNDING	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	TOTAL FUNDING	TOTAL OTHER FUNDING (2024-2033)	REMAINING COST
	Primary	Beaufort	NA	Pavements	Non-NHS Primary	SFP		CON	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	\$2,618	28,798		
	FA Secondaries	Beautort	INA	Pavements	FA Secondaries	SFP		CON	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	\$1,767	19,437		
	Non-FA Secondaries			Pavements	Non-FA Secondaries	SFP		CON	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	4,774		
	Non-FA Secondaries			Pavements	Non-FA Secondaries	MTN		CON	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	\$540	5,940		
	FA Secondaries	] .		Pavements	FA Secondaries	SFP		CON	\$988	\$988	\$988	\$988	\$988	\$988	\$988	\$988	\$988	\$988	\$988	10,868		
	Primary	Jasper	NA	Pavements	Non-NHS Primary	SFP		CON	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	\$4,431	48,741		
	Non-FA Secondaries			Pavements	Non-FA Secondaries	SFP		CON	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	4,202		
Sub Tota				•					\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$11,773	\$129,503		
									SAFETY													
				System Upgrade Interstate	Widening/New Construction	AC		PE	\$6,800											6,800		
				System Upgrade Interstate	Widening/New Construction	AC		ROW	\$16,500											16,500		
				System Upgrade Interstate	Construction	AC		CON		\$488,902												
P040106	I-95 Corridor Improvements from GA Stateline to Exit	lacnor	NIA	System Upgrade Interstate	Widening/New Construction	NHP		PE ACC	\$11,500	\$11,500										23,000		
P040106	8 US 278/I-95 (0MM-8MM)	Jasper	NA	System Upgrade Interstate	Widening/New Construction	NHP		ROW	\$3,300											3,300		
				System Upgrade Interstate	Widening/New Construction	NHP		ROW ACC		\$8,250	\$8,250									16,500		
				System Upgrade Interstate	Widening/New Construction	NHP		CON ACC			\$97,780	\$97,780	\$97,780	\$97,780	\$97,780					488,900		
				System Upgrade Interstate	Widening/New Construction	LOC	GDOT	CON		\$97,018										97,018		
	Intersection Improvement SC 116 (Laurel Bay Rd) / S-	Beaufort	NA	Safety	Safety Improvements	HSP		ROW			\$100									\$100		
	597 (Stanley Farm Rd) (P041048)			Safety	Safety Improvements	HSP		CON				\$2,250								\$2,250		
P041053	Intersection Improvement US 278 (Independence	Jasper	NA	Safety	Safety Improvements	HSP		ROW		\$100										\$100		
	Blvd) / S-442 (Argent Blvd) (P041053)			Safety	Safety Improvements	HSP		CON			\$2,250									\$2,250		
Sub Tota									\$3,300	\$116,868	\$108,280	\$100,030	\$97,780	\$97,780	\$97,780					\$610,418		
	Τ	1		T	Areas>50k<200		TRA	1	ATION AL	TERNATI	VES	Г	1	Ī	ı	Т	I	ı	T	<u> </u>		1
PO42703	Spanish Moss trail Extension Project	Beaufort	NA	TAP	k Areas>50k<200	TAP TAP	Local	CON	\$1,150 \$287													
Sub Tota	<u> </u>				<u>k</u>				\$1,437													
						L	OCAL PR	OJECTS C	OF REGION	NAL SIGN	IFICANCI	E E	1	1	ı	ı	1	ı	1	1		1
	Burnt Church Road (Bluffton Parkway to Alljoy			Local	Local	LOC	Beaufort	PF	\$1,350													
	Road/Bridge Street)	Beaufort	3	Local	Local	LOC	County	ROW CON			\$1,500	\$18,000									1,500 18,000	
				Local	Local	LOC	Des C	PE	\$30			\$10,000									18,000	
	SC 170 Okatie Center Boulevard S. to SC 462	Beaufort/Jasper	1	Local	Local	LOC	Beaufort County	ROW	\$20													
				Local	Local	LOC		CON	\$8,000													

# LATS TRANSPORTATION IMPROVEMENT PROGRAM - FY 2024-2033 FINANCIAL STATEMENT REGIONAL MOBILITY PROJECTS

DOLLAR A	MOUNTS REPORTED IN 1,000'S												FY 2024-	2033 TIP \	VINDOW						5/9/2024	
SCDOT PIN NO.	PROJECT NAME AND DESCRIPTION	CITY / COUNTY	LRTP PRIORITY TEIR	PROGRAM CATEGORY	PROGRAM	FEDERAL PROGRAM	FUND SOURCE (IF LOCAL)		PREVIOUS FUNDING	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	TOTAL FUNDING	TOTAL OTHER FUNDING (2024-2033)	REMAINING COST
	C 14 Lady's Island Drive/Cat Island Intersection			Local	Local	LOC	Doguđant	PL	\$35													
	S-14 Lady's Island Drive/Cat Island Intersection Improvements	Beaufort	3	Local	Local	LOC	Beaufort County	PE			\$360										\$360	
	improvements			Local	Local	LOC	County	CON					\$3,000								\$3,000	
	BL-5: SC 46 Corridor Improvements (SC 170 to SC 46 Plantation Drive)	Beaufort	1	Local	Local	LOC	Beaufort County	PE			\$750										\$750	\$34,250
	Lody to Johand Consider Incompanies and a long US 24/SS			Local	Local	LOC		PE	\$1,206													
	Lady's Island Corridor Improvements along US 21/SC 802 between Beaufort Memorial Bridge and St Helena	Beaufort	2	Local	Local	LOC	Beaufort	ROW	\$10,100													
	Island	Deautort					County															
	isiana			Local	Local	LOC		CON	\$30,000													
	BL1: Buckwalter Frontage Connector from Buckwalter			Local	Local	LOC	Town of	PE				\$850										
	to Willow Run New Location	Beaufort	1	Local	Local	LOC	Bluffton	ROW					\$100							\$80		1
	to while which the web coccion			Local	Local	LOC	Didition	CON						\$2,500								
Sub Total									\$50,741		\$2,610	\$18,850	\$3,100	\$2,500						\$80		
Total									\$91,342	\$203,409	\$368,496	\$153,286	\$182,886	\$192,286	\$189,786	\$79,006	\$79,006	\$21,406	\$21,406	\$1,394,547		

**Appendix A: Federal Funding Sources** 

Appendix A. F	caciai	Turium 50	ui ces
Program	ID	Formula-Based, Discretionary, or Combination	Eligible Uses
Bridge Formula Program		Formula	Replacement, rehabilitation, preservation, or construction of bridges on public roads. 15% of funds are reserved for non-Federal-aid highway bridge projects.
Bridge Investment Program		Discretionary	Replacement, rehabilitation, or preservation of bridges in the National Bridge Inventory (NBI). Culvert improvements that improve flood control and/or aquatic habitat connectivity.
Carbon Reduction Program	CRP	Formula	Capital projects or strategic products focused on reduction of transportation emissions.
Charging and Fueling Infrastructure		Discretionary	Deployment of alternative fueling and associated infrastructure in designated alternative fuel corridors as well as communities. Operating assistance for five years after installation.
Congestion Mitigation and Air Quality Improvement Program	CMAQ	Formula	Wide range of emission-reducing, air- quality maintenance, or air-quality improvement projects. Project must be located in air quality nonattainment area or maintenance areas for ozone, carbon monoxide, and small particulate matter.
Ferry Boat Program	FBP	Formula	Ferry boat and ferry terminal facility projects.

Program	ID	Formula-Based, Discretionary, or Combination	Eligible Uses
Highway Safety Improvement Program	HSIP	Formula	Implementation of infrastructure-related highway safety improvements, focusing on reduction in fatalities and serious injuries.
National Electric Vehicle Program		Combination	Deployment of interconnected network of electric vehicle charging infrastructure.
National Highway Freight Program	NHFP	Formula	Projects that improve the efficient movement of freight on the National Highway Freight Network
National Highway Performance Program	NHPP	Formula	Supports the condition and performance of the National Highway System, including the replacement or rehabilitation of the system's capital assets.
Promoting Resilient Operations for a Transformative, Efficient, and Cost- saving Transportation	PROTECT	Combination	Transportation projects, including highway, transit, and port facilities, oriented toward resilience improvements and evacuation preparation/planning.
Reduction of Truck Emissions at Port Facilities Program		Discretionary	Evaluation, innovation, and deployment of projects that reduce port-related emissions.

Program	ID	Formula-Based, Discretionary, or Combination	Eligible Uses
Rural Surface Transportation Grants		Discretionary	Highway, bridge, tunnel, freight, safety, or bridge project that supports economic growth and quality of life in rural areas and/or integrated transportation demand management, mobility management, or ondemand systems that support
Safe Streets and Roads for All		Discretionary	Planning, design, and construction of projects identified in a comprehensive safety action plan; or, the development of a safety action plan.
Strategic Innovation for Revenue Collection (formerly Surface Transportation System Funding Alternatives)	SIRC (formerly STSFA)	Discretionary	User-fee based revenue mechanisms at the State, local, and regional level that may provide insight into future alternatives that may help maintain the solvency of the federal Highway Trust Fund.
Surface Transportation Block Grant	STBG	Formula	A broad range of surface transportation capital needs, including roads; transit, sea, and airport access; and vanpool, bicycle, and pedestrian facilities.
Transportation Alternatives	TA	Discretionary	Typically a variety of smaller-scale transportation projects, such as bicycle, pedestrian and trail facilities. Encompasses eligible activities from the former Safe Routes to School (SRTS) program.
Buses and Bus Facilities Program	§ 5339	Combination	Purchase or rehabilitation of buses and related equipment that support fixed-route bus service, disbursed based on formula. Additional funds available through competitive grant programs, one of which only low and zero-emission vehicles are eligible.

Program	ID	Formula-Based, Discretionary, or Combination	Eligible Uses
Formula Grants for Rural Areas	§ 5311	Formula	Broad range of activities, including planning, capital, reverse commute, and acquisition. Typically used by Nantucket for operating assistance.
State of Good Repair and Rail Vehicle Replacement Program	§ 5337	Combination (formula- based available to only urbanized areas).	Projects that maintain, rehabilitate, and replace capital assets including rail rolling stock, as well as projects that implement transit asset management plans.
Public Transportation Innovation	§ 5312	Discretionary	Broad range of activities that demonstrate innovation in public transportation, including capital projects and products that assist in operations and asset management.

2024-2033	Transportation	<b>Improvement</b>	Program
	l l		

Item 17.

Appendix B: 2024-2033 Project Pages

US 17 Back River Bridge

P039869 SCDOT Pin #: SOUTH-GARDLINA LATS/SCDOT Lead Agency: County: Jasper Length: 0.86 Miles Program: Regional Total Cost: \$16,000,000 National Goal(s) Met: Congestion Reduction Project Description: **Environmental Sustainability** Widening of US 17 over the Back River. Existing 2 lane bridge will be replaced with a 4-lane bridge, 2 lanes in each direction. Bridge spans the border of South Carolina and Georgia. Freight Movement and Economic Vitality Additional funding from SCDOT, GDOT and CORE MPO Infrastructure Condition Reduced Project Delivery Days Fiscal Year Federal Program Federal Funds State Funds Local Funds **STBGP** 8,000,000 (CON) FY 2026 Safety

System Reliability

Total: \$8,000,000

US 321 and SC 46 Intersection Improvements (S-23)

SCDOT Pin #:  Lead Agency: LATS/SCDOT  County: Jasper  Length: N/A  Program: Regional Mod  Total Cost: 2,391,000	pility					Total Barrier	
National Goal(s) Met:  Congestion Reduction			Projec	t Description:		Hardseville	
Environmental Sustaina  Freight Movement and Vitality  Infrastructure Condition	Intersection Economic	on improvemer	nts at US 321 (Deer	field Rd) and SC	46 (Church Rd)		
Reduced Project Deliver  Safety  System Reliability	ry Days	Fiscal Year FY 2028	Federal Program STBGP	Federal Funds 750,000 (PE)	State Funds	Local Funds	

Total: \$750,000

	Pr	oject Name:	US 17 (Whyt	e Hardee Blvd) fror	m I-95 (Exit 5) to	John Smith Rd	Access Mana	gement (H-2)
SCDOT Pin #:	Sheti			Special Service	1/	3)	10	
Lead Agency:	LATS/SCDOT			1	1	Name of Street	1/1	A-gE
County:	Jasper				1//	Since /		1
Length:	1.89 Miles			1	may for the			
Program:	Regional Mobility				KX.	1.1		
Total Cost:	3,740,000			[ / ]	1/2.	2		
National Goal(:	s) Met:			/=1_	A.			
	tion Reduction	P10.54		Projec	et Description:			
Environ	nmental Sustainability			, , , , , , , , , , , , , , , , , , ,				
Freight Vitality	Movement and Economic	Access mar	nagement and	safety improveme	nts along US 17	(Whyte Hardee	e Boulevard).	
	ucture Condition							
Reduce	d Project Delivery Days		Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds	1
<b>✓</b> Safety			FY 2025	STBGP	1,000,000 (PE)			
System	Reliability							

cal Funds Total: \$1,000,000

US 278 Corridor Improvements from Argent to I-95 (JC-11)

SCDOT Pin #: LATS/SCDOT Lead Agency: County: Jasper Length: 5.73 Miles Program: **Regional Mobility** Total Cost: \$60,000,000 National Goal(s) Met: Congestion Reduction Project Description: **Environmental Sustainability** Widening of US 278 from I-95 to Argent Blvd. Road will be widened from 4 lanes to 6 lanes. Freight Movement and Economic Vitality Infrastructure Condition Reduced Project Delivery Days Federal Funds State Funds Fiscal Year Federal Program Local Funds FY 2025 **STBGP** 2,000,000 (PE) Safety System Reliability

Total: \$2,000,000

BC 12/JC 01 Corridors Improvements SC 170 from Argent Blvd to US 278, US 278 from SC 170 to Argent Blvd, Argent Blvd from US 278 to SC 170 (Triangle Project)

SCDOT Pin #:	
Lead Agency:	Beaufort County
County:	Beaufort, Jasper
Length:	11.82 Miles
Program:	Regional Mobility
Total Cost:	\$250,000,000
	Andrew
National Goal(s	s) Met:
Congest	tion Reduction
Environ	mental Sustainability
Freight Vitality	Movement and Economic
Infrastru	ucture Condition
Reduced	d Project Delivery Days
<b>✓</b> Safety	
System	Reliability

	The second		6	-old date?
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Goff Chick at Holand Lakes	Man /	//	1	Carlla wants biland
	at the state of th	Arguet Lant Delf Center	guer S. I	
dependence Divid		Ckatie	Berholey English Points Out Chib	
	) 4,	Charte Cleak Golf Club	Fridays Outline	
1	Hidden Cygonia Gold Courte	Shory Alex Okates River	Hilland Waudi Golf Chab	Defter

# Project Description:

Widening and intersection improvements of the 3 major roads within the "triangle". SC 170 from Argent Blvd to US 278, US 278 from SC 170 to Argent Blvd, Argent Blvd from US 278 to SC 170. Argent will be widened from 2 lanes to 4 lanes and include improved intersections for safety and congestion relief. SC 170 will be widened from 4 lanes to 6 lanes and will include improved intersections in the manor of R-Cut style intersections for improved safety and congestion relief.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2025	STBGP	2,500,000 (PE)		

Total: \$2,500,000

SC 170 Multi-Use Path: SC 46 to Boundary

	T Pin #:	LATS						-	and a second	
Count	ry:	Beaufort, Jasper	2	/-				/ 0	1 2	a none
Length	h:	28.12 Miles	123	1			$\sim$	al.	E	
Progra	am:	Regional Mobility	15-	1		5	-	100	THE .	
Total (	Cost:	\$250,000		A					Ten des	
Natior	nal Goal(s	s) Met:	7		= /					
		cion Reduction				Projec	t Description:			
✓ 		mental Sustainability  Movement and Econor	nic	Street. The	path will mak	constructed to serve se biking and walkin part of the East Co	g along SC 170 s	afer while enh	nancing multi-n	nodal
	Infrastru	acture Condition								
	Reduced	l Project Delivery Days			Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds	•
<b>✓</b>	Safety				FY 2025	STBGP	250,000 (PL)			
	System 1	Reliability								

Total: \$250,000

					Pro	ject Name:	Lady':	s Island Bridge F	easibility Study				
SCDO'	T Pin #:												
Lead A	agency:	LATS											
County	y:	Beaufort											
Length	n:	N/A											
Progra	m:	Regional Mobility						N/A					
Total (	Cost:	\$200,000											
	1.0 1/	\											
Nation	nal Goal(s												
<b>Y</b>	Congest	ion Reduction					Project	t Description:					
	Environ	mental Sustainability		The study v	vill analyze the	e feasibility (			ting Lady's Isla	nd and Beaufort.			
	Freight Vitality	Movement and Econom	ic	The study v	viii diidiy20 tiiv	c reasibility (	or a criii	a briage cornice	ing Lady 5 isla	ia ana beaarore.			
$\overline{\Box}$	_	ıcture Condition											
$\blacksquare$			l										
Ш	Reduced	l Project Delivery Days			Fiscal Year	Federal Pro		Federal Funds	State Funds	Local Funds			
<b>~</b>	Safety				FY 2025	STBGF	)	200,000 (PL)					
<b>✓</b>	System l	Reliability											
										<u></u>			
									Total:	\$200,000	Γ		

Ribaut Road Corridor Improvements (BC-10)

SCDOT Pin #: Lead Agency: **Beaufort County** County: Beaufort Length: 5.5 Miles Program: Regional Mobility, Regional, Local **Total Cost:** \$140,000,000 Port Reyal National Goal(s) Met: Congestion Reduction Project Description: **Environmental Sustainability** A complete street project to revitalize the Ribaut Road corridor from the Bell Bridge to Boundary Freight Movement and Economic St. The project involves making the street safer for pedestrians and cyclists while beautifying the Vitality corridor and creating a sense of place. Infrastructure Condition Reduced Project Delivery Days Fiscal Year Federal Program Federal Funds State Funds Local Funds FY 2025 2,500,000 (PE) **STBGP** Safety FY 2027 STBGP 2,500,000 (ROW) System Reliability

Total: \$5,000,000

Infrastructure Condition

Safety

System Reliability

Reduced Project Delivery Days

US 21 (Parris Island Gateway)/SC 170 (Robert Smalls Road) Intersection Improvements (S-12)

		word, words and the second (2 22)
SCDOT Pin #:		Blue Colorino Dr. School Co. Kate, B. Hirland.
Lead Agency:	Beaufort	Apparate Lift VacAtraptic ti Dr  Most Farm Dr  Spirit Spirit Lift  1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
County:	Beaufort	
Length:	N/A	
Program:	Regional Mobility, Regional	The Sale of Re
Total Cost:	\$4,500,000	Coeffee Hit Ris
National Goal(	s) Met:	
	tion Reduction	Project Description:
	mental Sustainability  Movement and Econor	Intersection improvements at US 21 (Parris Island Gateway) and SC 170 (Robert Smalls Parkway) for safety and congestion relief.

Fiscal Year	Federal Program	Federal Funds	State Funds Local Funds
FY 2026	STBGP	500,000 (PE)	
FY 2027	STBGP	500,000 (ROW)	
FY 2028	STBGP	3,500,000 (CON)	

Total: \$4,500,000

US 21 & SC 128 Intersection Improvements (S-16)

SCDOT Pin #:		THE STATE OF	The same	1 2 7-5				
Lead Agency:	Beaufort	Sunt						
County:	Beaufort		1 and					
Length:	N/A	WE THE	1					
Program:	Regional Mobility, Regional	100		Shell				
Total Cost:	\$3,500,000		A STATE OF THE STA	Comments of the Comments of th				
National Goal(s								
$\vdash$	cion Reduction			Project	t Description:			
	mental Sustainability  Movement and Econom			nts at US 21 (Parris I e congestion and in	sland Gateway) and crease safety.	SC 128 (Sav	vannah Hwy).	
Infrastru	acture Condition							
Reduced	l Project Delivery Days		Fiscal Year	Federal Program		State Funds	Local Funds	٦
<b>✓</b> Safety			FY 2025 FY 2026	STBGP STBGP	500,000 (PE) 500,000 (ROW)			
System 1	Reliability		FY 2027	STBGP	2,500,000 (CON)			

Total: \$3,500,000

Bluffton Parkway 5B New Location (BL-02)

SCDOT Pin #:		Han	Dr.	ON Aside	- West	Got Club	Sign Gree	10 4/3
Lead Agency:	Bluffton	1/200		TO A		1		
County:	Beaufort			rdan			0	Wes
Length:	N/A	Bluffton Pkwy		140				Westpurt Dark May
Program:	Regional, Local	r			149			No.
Total Cost:	\$18,000,000	W	ave Point Dr		972	Sunda Alle	ENEST	
National Goal(s	s) Met:	Hannah T. C.	dlo Pay XX	Hampton Hall Country Clab	A HER WAY	Pinec rest Golf Cours		Samona
	tion Reduction			Projec	t Description:			
	mental Sustainability  Movement and Econom		irkway near th	ing the existing Blu e Buckwalter Parkv				
Infrastru	ucture Condition							
Reduced	d Project Delivery Days		Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds	
Safety			FY 2025 FY 2025	STBGP LOC	1,200,000 (PE)		300,000 (PE)	
✓ System	Reliability							

Total: \$1,500,000

			Proj	ect Name: Hilt	on Head Island Bri	dge Study					
SCDOT Pin #:											
Lead Agency:	LATS										
County:	Beaufort										
Length:	N/A										
Program:	Regional		N/A								
Total Cost:	\$200,000										
National Goal(	s) Met:										
Conges	tion Reduction		Project Description:								
Environmental Sustainability											
Freight Movement and Economic Vitality			The study will analyze the feasibility of a second bridge to Hilton Head Island.								
Infrastr	ructure Condition										
Reduced Project Delivery Days			Fiscal Year	Federal Program	n Federal Funds	State Funds	Local Funds				
Safety			FY 2027	STBGP	200,000 (PL)						
System	Reliability										
						Total:	\$200,000				

Cross Island Parkway Corridor Improvements (HHI-05)

SCDOT Pin #:		and the same		Milan M	J. J.			For Royal Out A Rangest Clair
Lead Agency:	LATS/SCDOT		1			prost and	None of the last o	No.
County:	Beaufort	The same		A Page	1944	sun Beet	X	
Length:	6.68 Miles				Conflicted and Indiago Sture	No Rea List 1950		
Program:	Regional		Baratana	Spanish di <sup>al la</sup> Spanish Wate Golf Chile				
Total Cost:	\$100,000,000	Bull tribut	bled			Robust Asses G	1	
National Goal(s	s) Met:		ingus and Buck Mand	Sea Free Cuarty Club	Maultoid Chale Cha	Owenie Vaze God Charte Atthe 4th UC at Takenni Dane s		
	cion Reduction			Projec	t Description:			
Freight Vitality	mental Sustainability  Movement and Econom  ucture Condition		nprovement c	on Cross Island Park	way.			
Reduced	l Project Delivery Days		Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds	
Safety			FY 2027 FY 2029	STBGP STBGP	2,500,000 (PE) 1,000,000 (ROW)			
System 1	Reliability				. ,			

Total: \$3,500,000

Gumtree Road and US 278 Intersection Improvements (HHI-02)

SCDOT Pin #:		Hickory Bluff	1	100	100	1		100	
Lead Agency:	Hilton Head Is			0	1° 2° _		- 10	7.6	
County:	Beaufort		pd	File	Some of	School Ro		10 Poce	
Length: N/A Program: Regional Mobility		William Hillion in	Commence of the San						
		1	0 1 b	Tin.	Within (Hills) Pa				
Total Cost:	\$8,000,000		1			James Charles	Atau	n st	
National Goal(	s) Met:			A I Homey H	erti.	Plack Spell	And And Andrew	A Sentedado	
Conges	tion Reduction			Projec	rt Description:	-57/JE	-		
Freight Vitality	mental Sustainability  Movement and Econon  ucture Condition		n improvemer	nts.					
Reduce	d Project Delivery Days		Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds		
Safety			FY 2030	STBGP	1,500,000 (PE)				
System	Reliability								
						Total:	\$1,500,000	Г	

SC 46/SC 315 from SC 170 to US 17 with expanded scope Bluffton Parkway from SC 170 to I-95

P042254 SCDOT Pin #: LATS Lead Agency: Beaufort, Jasper County: Length: 10.5 Miles Program: Regional, Local Total Cost: \$450,000 National Goal(s) Met: Congestion Reduction Project Description: **Environmental Sustainability** Corridor study of SC 315/SC46 from SC 170 to US 17 with Bluffton parkway extension alternate Freight Movement and Economic route. Vitality Infrastructure Condition Reduced Project Delivery Days Fiscal Year Federal Program Federal Funds State Funds Local Funds FY 2023 STBGP 250,000 (PL) Safety FY 2023 **STBGP** 160,000 (PL) FY 2023 LOC 40,000 (PL) System Reliability

Total: \$450,000

System Reliability

Bluffton Parkway Access Management Study from US 278 Flyover to SC 170

P042885 SCDOT Pin #: LATS Lead Agency: County: Beaufort Length: 11.59 Miles Program: Regional, Local Total Cost: \$200,000 National Goal(s) Met: Congestion Reduction Project Description: **Environmental Sustainability** Access management study for the existing portion of Bluffton Parkway from SC 170 to the flyover ramps at US 278 Hilton Head Island Bridge. Freight Movement and Economic Vitality Infrastructure Condition Reduced Project Delivery Days Fiscal Year Federal Program Federal Funds State Funds Local Funds FY 2023 **STBGP** 160.000 (PL) Safety

	0.50.		
FY 2023			40,000 (PL)

Total: \$200,000

SC 170 from Boundary Street to SC 46

P042886 SCDOT Pin #: LATS/Beaufort Lead Agency: County: Beaufort, Jasper Length: 28.12 Miles Program: **Regional Mobility** Total Cost: \$400,000 National Goal(s) Met: Congestion Reduction Project Description: **Environmental Sustainability** Access management study of SC 170 from SC 46 to Boundary Street. Freight Movement and Economic Vitality Infrastructure Condition Reduced Project Delivery Days State Funds Fiscal Year Federal Program Federal Funds Local Funds FY 2023 STBGP 400,000 (PL) Safety System Reliability

Total: \$400,000

Project Name: US 278 Corridor Project I-95 to Sea Pines Circle

SCDOT Pin #:	P042888	1	-	gent Laters - Backery		Spring biland		4
Lead Agency:	LATS/Beaufort		10000	Chara Pale Car. Car. Car. Car. Car. Car. Car. Car.		San		
County:	Beaufort		Cupross Out Course	Oats Agend that I Use I	T T	2	Silvel	Pert Reyal Xinand
Length:	35 Miles		A San	Nampho Hall	One Course	Shire Creek Pleasing GHESNS	From &	Country Special
Program:	Regional	7			finding.	O 4r Search Godf Links		Chib of Golf Earlier Helos Course Fail Helos Course Fail Head Sour Fainester Hall Gold Cale Helos
Total Cost:	\$500,000				Use Navar Salf-Cred			Cue Near Prof.
National Goal	(s) Met:		Ban y		15	Personne tolered at trained	SHECK of Indian flow flow flow flow flow flow flow flow	
<b>✓</b> Conge	stion Reduction			n :	· D · · · ·			
Enviro	nmental Sustainability			,	t Description:			
Freigh Vitalit	t Movement and Economic y		This study will analyze the feasibility of improvements that need to be made to the entire 278 corridor. (From I-95 to Sea Pines Circle)					
Infrast	ructure Condition							
Reduce	ed Project Delivery Days		Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds	1
<b>✓</b> Safety			FY 2023	STBGP	500,000 (PL)			
System	Reliability							

Total: \$500,000

				Project Nam	ne: ITS Plan					
SCDOT Pin #:	P032094									
Lead Agency:	LATS/Beaufort									
County:	Beaufort, Jasper									
Length:	N/A									
Program:	Regional, Local		N/A							
Total Cost:	\$275,000									
National Goal(s	e) Met:									
Congest	ion Reduction		Project Description:							
Environ	mental Sustainability			110,00	e Bescription.					
Freight Vitality	Movement and Econom	ic								
Infrastru	acture Condition									
Reduced	l Project Delivery Days		Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds			
Safety			FY 2023 FY 2023	STBGP	220,000 (PL)		55,000 (PL)			
System l	Reliability									
						Total:	\$275,000			

Project Name: FTA 5307 Formula

SCDOT Pin #:	FTA Section 5307 Formula funds for operations, administration, planning and capital.
Lead Agency: LRTA	Annual Federal Allocation: \$1,115,000
County: Regional	Operations: \$530,000 Administration: \$260,000
Length:	Planning: \$58,000 Capital: \$293,000
Program: 5307-SU	
Total Cost:	
National Goal(s) Met:	
✓ Congestion Reduction	
Environmental Sustainability	
Freight Movement and Economic Vitality	
Infrastructure Condition	
Reduced Project Delivery Days	
Safety	
System Reliability	

			Project Name	e: Programs for	Exceptional Peo	ple - Vehicle P	urchase			
SCDO	T Pin #:									
Lead A	Agency: PEP									
Count	y: Beaufort									
Length	n:									
Progra	im: 5310-SU	N/A								
Total (	Fotal Cost: \$82,000									
Nation	nal Goal(s) Met:									
	Congestion Reduction		Project Description:							
	Environmental Sustainability	Vehicle pu	ırchase for progi	ram.						
	Freight Movement and Econom Vitality									
	Infrastructure Condition									
	Reduced Project Delivery Days		Fiscal Year	Federal Program	Federal Funds	State Funds	Local Fun	nds		
Safety			FY 2024 FY 2024	5310 5310	70,000 (CA)		12,000 (C	A)		
П	System Reliability									
								$\equiv$		
						Total:	\$82,000			

296

Project Name: I-95 New Interchange – Exit 3

SCDOT Pin #:	P040503	PER.				20/		//	
Lead Agency:	SCDOT	100	ones ones ones ones					//	
County:	Jasper						//		
Length:	N/A	840			T X	/	//		
Program:	SIB			(F) - Mrs		2/			35%
Total Cost:	\$42,800,000	1000	1823	/					102
		The state of the s				1 1			
			/						The state
National Goal(	a) Mate								L 33
rational doard	s) Met.	-/-			S		1000		
✓ Conges	tion Reduction				<b>.</b>	<b>.</b>			
Environ	mental Sustainability		Project Description:						
			New interch	ange on I-95	•				
Freight Vitality	Movement and Econom	nic							
✓ Infrastr	ucture Condition								
Reduce	d Project Delivery Days		Γ	Fiscal Year	Federal Program	Federal Funds	State Funds		1
<b>✓</b> Safety			-	FY 2023 FY 2024	LOC SIB	39,400,000 (CON)		3,400,000 (PE)	
System	Reliability		-						

Total: \$39,400,000

I-95 Widening from MM 8 to MM 21

SCDOT Pin #:

P041784

Lead Agency:

SCDOT

County:

Jasper

Length:

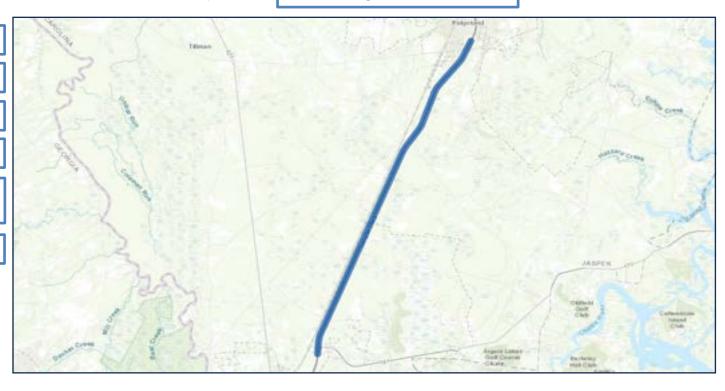
13 Miles

Program:

System Upgrade Interstate

Total Cost:

301,900,000



## National Goal(s) Met:



Congestion Reduction



Environmental Sustainability



Freight Movement and Economic Vitality



Infrastructure Condition



Reduced Project Delivery Days



Safety



System Reliability

## Project Description:

Widening of I-95 in both directions from two lanes to three lanes. From mile-marker 8 to 21.

Fiscal Year	Federal Program	Federal Funds	State Funds Local Funds
FY 2023	NHP	13,900,000 (PE)	
FY 2024	NHP	22,100,000 (PE)	
FY 2026	NHP	10,000,000 (CON)	
FY 2027	NHP	47,600,000 (CON ACC)	
FY 2028	NHP	57,600,000 (CON ACC)	
FY 2029	NHP	57,600,000 (CON ACC)	
FY 2030	NHP	57,600,000 (CON ACC)	
FY 2031	NHP	57,600,000 (CON ACC)	
FY 2026	AC	278,000,000 (CON)	

Total: \$301,900,000

			Project Na	ime: I-95 Brid	ge Replacements O	ver SC 46		
SCDOT Pi	in #: P030481	-	40		1	//	8	
Lead Ager	ncy: SCDOT			1		//		
County:	Jasper				//			
Length:	145 ft				//	1		
Program:	Bridges		1	1	//	1 /		
Total Cost	\$13,300,000			1				
National (	Goal(s) Met:							(E) 1
Co	ongestion Reduction			Proje	ct Description:			
Fro Vi	vironmental Sustainability eight Movement and Econom itality frastructure Condition		lge replacement to addr					
Re	duced Project Delivery Days		Fiscal Year F	ederal Program	Federal Funds	State Funds Loca	l Funds	
✓ Saf	fety		FY 2024	SFP	13,300,000 (CON)			
Sys	stem Reliability							
			<u> </u>		1	Total: \$13,300	0,000	Г

		Project Name:	ne: I-95 SB over Bagshaw Swamp/ Bridge Replacement					
SCDOT Pin #	: P030260			11 /	/		NAME.	
Lead Agency:	SCDOT			//				
County:	Jasper			//				
Length:	120 ft		//	-//-				
Program:	Bridges			1/				
Total Cost: \$5,387,000								
National Goal								
	estion Reduction	Project Description:						
Freigh Vitali	onmental Sustainability  at Movement and Economic  ty  cructure Condition	Bridge replacement to add	ress deteriorating	; infrastructure.				
Reduc	ed Project Delivery Days	Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds		
Safety		FY 2024	SFP	5,387,000 (CON)				
Systen	n Reliability							
					Total:	\$5,387,000	ı	

US 278 Corridor Improvements Between Buckingham Plantation Dr to Spanish Wells Rd, Including Replacement of the EB Mackay Creek Bridge, Intersection Improvements on Pinckney Island, and Improvements to Jenkins Island

SCDOT Pin #: P030450

Lead Agency: SCDOT

County: Beaufort

Length: 4.12 Miles

Program: Interstate/NHS, Local, SIB

Total Cost: \$306,543,000

## **Project Description:**

Hilton head Island Bridge replacement and US 278 corridor improvements.

National Goal(s) Met:

✓ Congestion Reduction

**Environmental Sustainability** 

Freight Movement and Economic Vitality

✓ Infrastructure Condition

Reduced Project Delivery Days

✓ Safety

✓ System Reliability

Fiscal Year Federal Program Federal Funds State Funds Local Funds

FY 2025	NHP	500,000 (ROW)	
FY 2025	LOC		4,843,000 (ROW)
FY 2026	NHP	13,000,000 (CON)	
FY 2026	LOC		80,000,000 (CON)
FY 2026	LOC		36,200,000 (CON)
FY 2026	AC	52,000,000 (CON)	
FY 2026	SIB	120,000,000 (CON)	
FY 2026	NHP	13,000,000 (CON ACC)	
FY 2027	NHP	13,000,000 (CON ACC)	
FY 2028	NHP	13,000,000 (CON ACC)	
FY 2029	NHP	13,000,000 (CON ACC)	

Total: \$306,543,000

Pro	iect	N:	me
rio	lect	INC	ше

**Pavements Beaufort County** 

SCDOT Pin #:	Beaufort County pavement
Lead Agency: SCDOT	Annual SFP allocation: \$4,810,000
County: Beaufort	Non-Federal Aide Secondaries: \$434,000 Primary: \$2,618,000
Length:	Federal Aide Secondaries: \$1,767,000
Program: SFP/MTN	Annual MTN allocation: \$613,000 Non-Federal Aide Secondaries: \$613,000
Total Cost:	
National Goal(s) Met:	
Congestion Reduction	
Environmental Sustainability	
Freight Movement and Economic Vitality	
✓ Infrastructure Condition	
Reduced Project Delivery Days	
<b>✓</b> Safety	
System Reliability	

Pro	iect	Name
FIU	Jecι	ranne

**Pavement Jasper County** 

	1		
SCDO	T Pin #:		Jasper County pavement
Lead A	Agency:	SCDOT	Annual SFP allocation: \$5,801,000
Count	y:	Jasper	Non-Federal Aide Secondaries: \$988,000 Primary: \$4,431,000
Lengtl	h:		Federal Aide Secondaries: \$382,000
Progra	am:	SFP/MTN	Annual MTN allocation: \$540,000 Non-Federal Aide Secondaries: \$540,000
Total (	Cost:		
Natior	nal Goal(s	s) Met:	
	Congest	tion Reduction	
	Environ	mental Sustainability	
<b>✓</b>	Freight Vitality	Movement and Economic	
<b>~</b>	Infrastru	acture Condition	
<b>~</b>	Reduced	d Project Delivery Days	
<b>~</b>	Safety		
<b>~</b>	System 1	Reliability	

I-95 Corridor Improvements from GA Stateline to Exit 8 (0MM-8MM)

SCDOT Pin #: P040106

Lead Agency: SCDOT

County: Jasper

Length: 8 Miles

Program: System Upgrade Interstate

Total Cost: \$625,420,000



Project Description:

Widening of I-95 in both directions from two lanes to three lanes. From Stateline to mile-marker 8.

## National Goal(s) Met:

✓ Congestion Reduction

Environmental Sustainability

Freight Movement and Economic Vitality

✓ Infrastructure Condition

Reduced Project Delivery Days

**✓** Safety

✓ System Reliability

## Fiscal Year Federal Program Federal Funds State Funds Local Funds

FY 2023	AC	6,800,000 (PE)	
FY 2023	AC	16,500,000 (ROW)	
FY 2023	NHP	11,500,000 (PE ACC)	
FY 2023	NHP	3,300,000 (ROW)	
FY 2024	AC	488,902,000 (CON)	
FY 2024	NHP	11,500,000 (PE ACC)	
FY 2024	NHP	8,250,000 (ROW ACC)	
FY 2024	LOC		97,018,000 (CON)
FY 2025	NHP	8,250,000 (ROW ACC)	
FY 2025	NHP	97,780,000 (CON ACC)	
FY 2026	NHP	97,780,000 (CON ACC)	
FY 2027	NHP	97,780,000 (CON ACC)	
FY 2028	NHP	97,780,000 (CON ACC)	
FY 2029	NHP	97,780,000 (CON ACC)	

Total: \$625,420,000

Pro	iect	Nam	e:
110	Jece	1 (ull)	

Intersection Improvement SC 116 (Laurel Bay Rd)/S-597 (Stanley Farm Rd)

SCDOT Pin #:	P041048	1			and the second	4		To any deep	Roses Ave.
Lead Agency:	SCDOT	- Bay Crees for	7		The second		1		Inches for Aus
County:	Beaufort	Lower To	OR STORY			7	The same		
Length:	N/A	1.0				No.	J. Judi		Delate for
Program:	Safety	W. Arme	Lauret Pair Pd	(init) Det	0				1
Total Cost:	\$2,350,000	1.55			Waging State of State			<b>CB</b> 1	
National Goal(s		Secretary 1				Company of			N
	tion Reduction			Projec	t Description:				_
Freight Vitality	mental Sustainability  Movement and Econom  ucture Condition		on improvemer	nts.					
Reduced	d Project Delivery Days		Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds		
<b>✓</b> Safety			FY 2025 FY 2026	HSP HSP	100,000 (ROW) 2,250,000 (CON)				
<b>✓</b> System	Reliability								

Total: \$2,350,000

Intersection Improvement US 278 (Independence Blvd)/S-442 (Argent Blvd)

P041053 SCDOT Pin #: SCDOT Lead Agency: County: Jasper Length: N/A Program: Safety Total Cost: \$2,350,000 National Goal(s) Met: Congestion Reduction **Environmental Sustainability** Freight Movement and Economic Vitality Infrastructure Condition Reduced Project Delivery Days Safety

System Reliability



## Project Description:

Intersection improvements will look to relieve congestion that accrues in the left turn lane on 278 and the WB lane on Argent (S-442). Improvements will also enhance safety.

Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds
FY 2024	HSP	100,000 (ROW)		
FY 2025	HSP	2,250,000 (CON)		

Total: \$2,350,000

Burnt Church Road (Bluffton Parkway to Alljoy Road//Bridge Street) (BC-04)

SCDOT Pin #:		A PANE		
Lead Agency:	Beaufort County		1	74.
County:	Beaufort			A TOP IN THE REAL PROPERTY.
Length:	2 Miles	La La Alle F	周康 /	19 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Program:	Local	各种"打造		
Total Cost:	\$20,850,000	HE DO IN	Y Man	
		Blomon Park		
National Goal(	s) Met:	the state of the s		€
Conges	ction Reduction		Project Description:	
Enviror	nmental Sustainability	Roadway improvements from Alli	v Pd to US 278 Improvement	ents include safety improvements for
Freight Vitality	Movement and Economic	vehicles and pedestrians, congest corridor.	•	· · · · · · · · · · · · · · · · · · ·
<b>✓</b> Infrastr	ructure Condition			
Reduce	d Project Delivery Days	Fiscal Year Federa	Program Federal Funds S	State Funds Local Funds
Safety			OC	1,350,000 (PE)
Salety			OC C	1,500,000 (ROW)
System	Reliability	FY 2026 L	OC	18,000,000 (CON)

Total: \$20,850,000

SC 170 Okatie Center Boulevard South to SC 462

SCDOT Pin #: **Beaufort County** Lead Agency: County: Beaufort/Jasper Length: 5.22 Miles Program: Local Total Cost: \$80,000,000 National Goal(s) Met: Congestion Reduction **Environmental Sustainability** Freight Movement and Economic Vitality Infrastructure Condition Reduced Project Delivery Days Safety System Reliability



## Project Description:

Roadway improvements and access management on SC 170 between Okatie Center Boulevard to SC 462. Near term improvements.

Fiscal Year	Federal Program	Federal Funds S	tate Fund	s Local Funds
FY 2023	LOC			30,000 (PE)
FY 2023	LOC			20,000 (ROW)
FY 2023	LOC			8,000,000 (CON)

Total: \$8,050,000

Lady's Island Drive/Cat Island Intersection Improvements (S-14)

SCDOT Pin #: Lead Agency: County: Length: Program: Total Cost:  National Goal(s	Beaufort County  Beaufort  N/A  Local  \$3,395,000			Tank) search for		And Market Dis.		
Congest	tion Reduction	· 中心		107110				
Environ	mental Sustainability			Projec	t Description:			
	Movement and Economi		n Improvemer	nts at Lady's Island	Drive and Cat Island.	Local fund	s will cover PE and	
Infrastr	ucture Condition							
Reduced	d Project Delivery Days		Fiscal Year	Federal Program	Federal Funds	State Funds	Local Funds	
✓ Safety			FY 2023 FY 2025	LOC LOC			35,000 (PL) 360,000 (PE)	
	Reliability		FY 2026	LOC	3,000,000 (CON)		330,000 (FL)	
_ <del></del>								

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Total: \$3,400,000

SC 46 Corridor Improvements (SC 170 to SC 46 Plantation Drive) (BL-05)

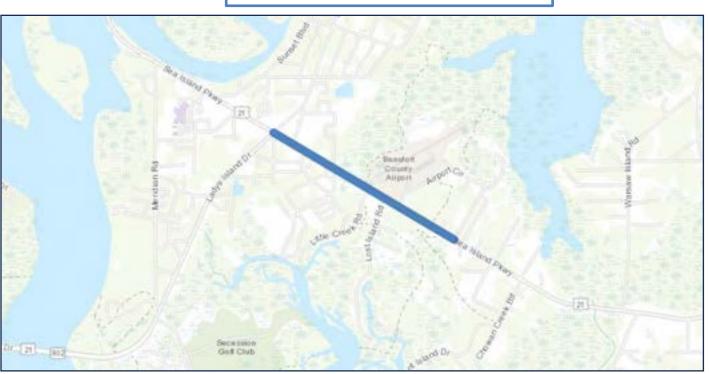
SCDOT Pin #:		
Lead Agency:	Beaufort County	
County:	Beaufort	Pritchard (19)
Length:	2.41 Miles	The second secon
Program:	Local	
Total Cost:	\$35,000,000	是各种人的大型 > / 一 / 一 / 一 / 一 / 一 / 一 / 一 / 一 / 一 /
National Goal(s	s) Met:	
	tion Reduction	Project Description:
Environ	mental Sustainability	Widening of SC 46 from SC 170 to Jasper County Line. Widening from 2 lanes to 4.
Freight Vitality	Movement and Economic	
✓ Infrastr	ucture Condition	
Reduced	d Project Delivery Days	Fiscal Year Federal Program Federal Funds State Funds Local Funds
Safety		FY 2025 LOC 750,000 (PE)
System	Reliability	

Total: \$750,000

## Lady's Island Corridor Improvements along US 21/SC 802 between Beaufort Memorial Bridge and St Helena Island

Project Name:

SCDOT Pin #: **Beaufort County** Lead Agency: County: Beaufort Length: 1.57 Miles Program: Local Total Cost: \$41,306,000 National Goal(s) Met: Congestion Reduction **Environmental Sustainability** Freight Movement and Economic Vitality Infrastructure Condition Reduced Project Delivery Days Safety System Reliability



## Project Description:

Corridor improvements on Lady's Island Corridor US 21/SC 802.

Fiscal Year Federal Program Federal Funds State Funds Local Funds

FY 2023	LOC		1,206,000 (PE)
FY 2023	LOC		10,100,000 (ROW)
FY 2023	LOC		30,000,000 (CON)

Total: \$41,306,000

Buckwalter Frontage Connector from Buckwalter to Willow Run New Location (BL-01)

SCDOT Pin #: Lead Agency: County: Length: Program: Total Cost:	Town of Bluffton  Beaufort  N/A  Local  \$3,450,000	Fording indicate (in)  Loss Opins (b)  Loss Op
National Goal(s	s) Met:	The state of the s
✓ Congest	cion Reduction	Project Description:
Environmental Sustainability  Freight Movement and Economic Vitality		New road connecting US 278 from Willow Run to Buckwalter Parkway
Infrastructure Condition		
Reduced	l Project Delivery Days	Fiscal Year Federal Program Federal Funds State Funds Local Funds
Safety		FY 2026         LOC         850,000 (PE)           FY 2027         LOC         100,000 (ROW)
System Reliability		FY 2028 LOC 2,500,000 (CON)

Total: \$3,450,000

## Appendix C: Reading the TIP Spreadsheet

The TIP has several columns to identify and briefly detail project information. The following is a brief description of each column in the spreadsheet:

SCDOT PIN No: This is a unique project identifier used by SCDOT.

<u>Project Name and Description:</u> Project details such as termini, location, and type of work.

<u>City/County:</u> Location of project

LRTP Priority: Project priority ranking according to the Long Range Transportation Plan (See Table C1).

<u>Program Category/Program/Federal Program:</u> program and funding sources (see Table C2).

Funding Source: If local identify local source, sales tax etc.

Phase of Work: Phase the funds will cover (see Table C3).

Program Year: Federal Fiscal Year project is programmed between FY 2024-2033

Total Funding: Total funded in TIP

<u>Total Other Funding:</u> Funding yet to be programmed.

Remaining Cost: Costs outside TIP window.

## **Table C1: LRTP Priority Rank**

Tier 1	Score rank 1-10
Tier 2	Score rank 11-20
Tier 3	Score rank 21-30
Tier 4	Score rank 31-40

#### **Table C2: Funding Source**

NHP	National Highway Performance Program	
STBGP	Surface Transportation Block Gant Program	
TA	Transportation Alternatives Program	
LOC	Local Funds	
AC/ACC	Advanced Construction/Advanced Construction Coversion	
SIB	State Infrastructiure Bank	
HSP	Highway Safety Prorgam	

#### Table C3: Phase of Work

PL	Planning	
PE	Engineering, Design and Environmental Analysis	
ROW	Right of Way	
CON	Construction	
AD	Administration	
CA	Capitol	
FC	Transit Facility Construction	
VA	Transit Facility Acquisition	
PS	Transit Purchase of Service	
OPS	Operations	
UTE	Utilities	

## **Appendix D: Public Participation Process**

# **Public Notice**

Lowcountry Area Transportation Study (LATS)
Metropolitan Planning Organization
FY 2024- FY 2033 Transportation Improvement Program

## **Public Comment**

This is to notify the public that the Lowcountry Area Transportation Study (LATS) Metropolitan Planning Organization <a href="FY2024-2033 Transportation Improvement Program (TIP)">FY2024-2033 Transportation Improvement Program (TIP)</a> is available for public comment.

The TIP is the seven-year transportation plan comprising of transportation projects to be authorized during F 2024- FY2033.

To view LATS FY2024-FY2033 TIP, please click on the link provided below: FY2021-2027 Transportation Improvement Program (TIP)

Please submit any comments or requests for additional information to <a href="mailto:mgagliardi@lowcountrycog.org">mgagliardi@lowcountrycog.org</a>

The FY 2021-2027 TIP will be considered for adoption by the LATS Policy Board on Friday, February 2<sup>nd</sup>, 2024 at 9:30 AM.

Public Announcement **Lowcountry Area Transportation** Study FY 2024- FY 2033 Transportation Improvement Program: Notice for Pu & Public The Lowcountry Item 17. ion Study (LATS), the tran g agency for the Beaufort - Jasper urbanized area, is requesting the public to review and provide comments on the Draft FY 2024 - FY 2023 Transportation Improvement Program (TIP). The TIP is a short-term programming document that lists transportation improvement projects to receive full or partial federal funding in fiscal years 2024 - 2033. The document will be available for review on or before December 10th at the Lowcountry Councils of Governments office and on the LCOG website at www.lowcountrycog.org. Any changes to the report will be posted on the website. The comment period starts on December 10th, 2023. Written comments on the proposed TIP amendments will be accepted until close of business on January

24th, 2024. Please send your comments to Michael Gagliardi at 634 Camparound Road

Yemassee, SC 29945 or mgagliardi@lowcountrycog.org. Public comments can also be made in person at the LATS Policy Committee meeting on February 2nd at the Technical College of the Lowcountry New River Campus Conference Room (100 Community

College Drive).

Disclaimer statement: Lowcountry Council of Governments does not discriminate on the basis of age, sex, race, color, religion, national origin, disability or familial status in the admission, access, treatment or employment in its federally funded programs or activities

Public comments can be made in person at the LATS Policy C eeting on February 2nd at the Te Lowcountry New River Room (100 Community 315 ege of the onference ve).

W00000000 Publication Dates

## **Comments:**

## **General public Comments:**

Attn: 5B

There was a post on NextDoor regarding this as the email for comments. If it is not, please advise

Bluffton is extremely overcrowded. We do not need another road where more developers can build more houses, condos or apartments. This road straightening nonsense is a waste of tax payers money. Our infrastructure cannot handle more people. Stop the madness.

### Attn: Bluffton Parkway 5B

I am a concerned Shell Hall property owner.

Please tell me,

- 1. Where is the funding source for this project coming from? Estimated cost could fall in the \$55-\$65 million range.
- 2. What is the true need and how would this help with congestion?
- 3. If this project was approved and constructed, is it worth my property values decreasing?
- 4. Who is benefiting from this project?
- 5. If the public really thinks this project would be a benefit why has it never been constructed when it was passed in 2006?
- 6. Why is the meeting on a Friday morning? Why is there an attempt to keep the public in the dark?
- 7. Could Shell Hall have another exit? At this time that would not be possible as a lagoon sits in the only space that would allow an additional exit.

## Attn: Bluffton Parkway 5B Update NEPA/Complete Design (BL-02)

Page 48 of the LATS document DRAFT FY 2024 - 2033 TIP V2 Reduced.pdf lists Project 5B as one of the transportation projects considered for funding during fiscal years 2024-2033. This document shows a total cost of \$1.5 million, which I gather just covers the design cost. This cost is just a drop in the ocean compared to the massive estimated total 2018 project cost of \$42 million, as stated in the following document. Several years have passed since then and with recent inflation, I believe the current total cost of this project will significantly exceed \$42 million.

## (Includes attached of Bluffton 5B Fact Sheet)

I understand multiple funding sources, including the federal government, would be used to finance this hugely expensive project to taxpayers for a truly limited benefit. Project 5B would create a short new terrain 4-lane highway roughly parallel Bluffton Pkwy just a few hundred yards north of it thru a natural wetlands area wildlife habitat. The stated benefits in the above document are way overestimated (really laughable), including and the estimated reduction in travel time. What this project would do is benefit landowners of undeveloped tracks of land

who want taxpayers to pay for creating access to their properties for commercial development purposes.

I completely oppose this project will continue to encourage others to do the same. There are some projects worthy of funding, but this isn't one of them.

## Attn: Comments on 2024-2033 Proposed LATS Plan – New Buckwalter Parkway Access Management Plan

Recently in conjunction with the relocation of the signalization from Pinellas Drive to Parkside Drive, a new Buckwalter Parkway Traffic Access Management Plan ("New Plan") was adopted. See <a href="https://mccmeetingspublic.blob.core.usgovcloudapi.net/blufftonsc-meet-bb498a42c01e419698f9c4f1cb1e607e/ITEM-Attachment-001-">https://mccmeetingspublic.blob.core.usgovcloudapi.net/blufftonsc-meet-bb498a42c01e419698f9c4f1cb1e607e/ITEM-Attachment-001-</a>

<u>3607ea71dd5e429ebcff254b9bd351a1.pdf</u>. The New Plan provides for the relocation of the existing median cut and proposed signalization at Innovation Drive at Buckwalter Place to the northern right in right out of the Krogers gas station parcel and closure of the median cut and redesign of the Buckwalter Parkway accesses at Ludlow Street. ("Add-Ons").

The sole justification we know for the Add-Ons is to improve the linear spacing between signalization and median cuts.

While it certainly is important to try to achieve relatively equal spacing between median cuts/signalization, we believe that there are many other factors and variables than just the equalization of spacing between signals/median cuts that have not and need to be considered. Specifically, we believe that any and all possible benefits of these Add-Ons will be far, far outweighed by the detriments. Please see the Attachment to this email listing just 7 of the many detriments and other material.

- I.e. 1. The presently unfunded estimated \$5MM cost (i.e. Presumably all \$5MM will be at Taxpayer Expense).
- 2. The presently anticipated Innovation Drive signal will never be "warranted" due to insufficient traffic at the northern access to the Kroger Gas Station.
  - 3. Traffic counts to and from the Parkway from the east will be little or none.
- 4. Traffic counts to and from the Buckwalter Parkway from the west will be a fraction of what they would be from Innovation Drive.
- 5. There will be very significant wetland impacts at the Krogers gas station compared to none at Innovation Drive.
- 6. The expectations of all businesses and property owners at both intersections will be negatively impacted.
- 7. Any and all of the many permits, plans, Master Plans, etc., etc. will need to be reviewed and modified. I.e. The Corps of Engineers may not approve this one when submitted and reviewed.

We also strongly believe that when the adopted Plan is reviewed more thoroughly at a later date prior to its implementation, the detriments of the Add-Ons in the New Plan will be realized by lots of other parties and the Add-Ons will not take place resulting a host of other problems if expensive Add-Ons are assumed by various parties to take place.

Regardless, so long as these Add-Ons are provided for in the New Plan and the New Plan is not amended, to the best of my knowledge, the very roughly estimated \$5 MM cost of these Add-Ons are presently 100% unfunded in the Present LATS Plan. We believe it is critical that this presently "unfunded \$5 MM" either needs to be re-estimated and included in the LATS Plan or the Add-Ons need to be deleted from the New Plan. Unless and until these Add-Ons are deleted from the Plan, we request and recommend that the Proposed LATS Plan be modified to include this \$5 MM project for "Improvement Required by New Buckwalter Parkway Traffic Access Management Plan."

As you know, there has been very little public input and no workshops or other public meetings or input by the various Beaufort County Committees, etc., etc. held to allow the public, taxpayers, and elected officials to provide vitally important interactive communication and vet this vitally important 2024-2033 LATS Plan. Thus to correct or at least provide the opportunity to discuss what we believe to be critical mistakes in the LATS plan and other reasons, we recommend that more time than outlined in your email be allowed for various personnel representing various public bodies as well as interested taxpayers and stakeholders to comment on a revised proposed LATS Plan that hopefully reflects both the properly vetted comments made in the written comments and at the LATS Policy Committee meeting at 9:30 a.m. on February 2nd where I would suggest that some meaningful interactive comments and input be encouraged.

#### Attn: LATS FY 2024-FY 2033 Transportation Improvement Program comments

Thank you for considering my comments, submitted on behalf of the East Coast Greenway Alliance, for the following two projects:

1) SC 170 Multi-Use Path: SC 46 to Boundary

#### 2) BL-5: SC 46 Widening (SC 170 to Jasper County Line)

We are very supportive of the SC 170 Multi-Use Path from SC 46 to the county line, as this will create a new permanent segment of the East Coast Greenway. The current side path along SC 170 ends at the SC 46 traffic circle. This project will extend this facility west along SC 46 to the Jasper County line, creating a safe, accessible route for non-motorized users.

We also hope that the second project above, BL-5, incorporates as wide a shoulder as possible, with edge line skip pattern rumble stripes to enable safe access for non-motorized users.

#### Attn: Opposed to Project 5B Bluffton Parkway Connection at Shell Hall

I'm writing to inform you of my opposition to project 5B. As a homeowner in the Shell Hall community, I am opposed to a new 4 lane highway, and any road, being proposed in this location. This highway would run through the backyards of my neighbors and across the street from my home. We have rights to the of enjoyment of our property, without the visible and audible disruptions of a highway being constructed and existing in our backyards and/or across the street from us. I urge you to listen to your constituents that are directly and negatively impacted by this project, and to therefore, eliminate it.

# Attn: Written Comments on the Exclusion of 1. the 2 3/4 mile Widening of SC 46 from the SC 170/SC46 Roundabout to SC 46/SC170/SC315 in Jasper County and 2. the Extension of the Bluffton Parkway

I continue to believe that SC 46 between the SC 46/SC 170 traffic circle and the SC 46/170/315 intersections ("Proposed Project Area") will soon unnecessarily fail during many hours during weekday morning (it occasionally already does from say 8 AM-9 AM) and in the PM as well. Further the Proposed Project Area is anticipated to be a Hurricane Evacuation nightmare if and when we have another mandatory evacuation. I was very disappointed that the LATS Plan does not prioritize what I believe is Greater Bluffton's (south of US 278) greatest anticipated potential transportation nightmare and most material potential mistake I know in the proposed "LATS Plan." I further think that taxpayers will get a "bigger bang for the dollar spent" on this project than any I know in the LATS Plan.

I believe that the short term solution to facilitate traffic flow south of US 278 west of Bluffton is to widen SC 46 from the SC 46/SC 170 roundabout in Bluffton to the SC46/SC170/SC315 intersections ("Proposed Project 1") which should nearly double the east west capacity of Bluffton's present E/W "Kyber Pass" south of US 278. I.e. This widening should nearly double the capacity from 2 to a minimum of 4 uninterrupted lanes. The necessary Jasper County portion of road improvements is only 3/4 mile starting at the New River Bridge to the SC 46/17/315 intersections and the Beaufort County portion is only 2 miles. See 2 attachments below. Further I strongly believe that the residents/taxpayers/etc. can't afford to take the time and risk of the assumption (and potential critical mistake) that the proposed potential 1 cent sales tax will pass in order to fund this critical project.

Not that many years ago, I believe that a mistake was made by not widening the New River Bridge to 4 lanes when it was reconstructed. Yes, the additional expense of widening a relatively recently constructed bridge will be more expensive now than it could/should have been. Regardless, I think that the proposed LATS Plan needs to include converting the relatively new New River Bridge from 2 to 4 lanes with a safe bike pedestrian lane and appropriately adjust the SC 46/SC 170 roundabout as well. Virtually all national goals are met and exceeded by the above 2 projects including congestion reduction (i.e. very few additional new accesses are anticipated along the route), safety, systems reliability, etc., etc. Furthermore, Beaufort County passed the 2021 Connects Plan Ordinance which called for a pathway (proposed spine road) to the New River as an "Immediate (0-5 years (i.e.2021-2026)) Term Project." The Connects Plan referenced in the Ordinance specifically includes LCOG Federal Transportation Dollars as a potential funding source for this project and we feel this and/or STBGP federal funds as provided for in the SC170 Multi-Use Path Project in the LATS PLAN (if different) should be reflected to fund this critical project including the safe New River bridge crossing as defined in Beaufort County's 2021 Connects Plan as well.

Longer term, moving forward with at least the planning, scoping, and design of the partially limited access extension of the Bluffton Parkway toward and eventually to I-95 is most probably the second most important Priority project that we strongly believe needs to be included in the LATS Plan. All hurricane evacuation, and other transportation plans are anticipated to fail unless

the timely planning, scoping, and design moves forward for the Extension of the Bluffton Parkway (i.e. Proposed Project 2) and thus we strongly recommend that it is also included in the Proposed 2024-2033 LATS plan.

In both cases, proactive steps can be taken to minimize unwanted incremental additional development that potentially could create bottlenecks or gridlock to these and/or surrounding roadways. Feel free to call anytime to discuss.

# Attn: W: Written Comments on the Exclusion of 1. the 2 3/4 mile Widening of SC 46 from the SC 170/SC46 Roundabout to SC 46/SC170/SC315 in Jasper County and 2. the Extension of the Bluffton Parkway

It has come to our attention that there may not be a workshop or other opportunity for back and forth communication to be provided related to the subject matter prior to the vote on the passage of the LATS plan

For this reason, I would like to add the following more detailed questions to my 1/19/24 letter provided below.

- 1. Given the importance of the subject matter as well as the 1024-1033 LATS PLAN itself, why may there not be a back and forth opportunity to address the anticipated responses to the written comments previously provided?
- 3. During a hurricane evacuation, assuming lane closures to all eastbound traffic, 8 lanes of traffic would enter the SC 170/ SC 46 roundabout, 2 lanes would exit the roundabout to the west and 6 lanes would move traffic westward and northward past the SC 46/SC 17/ SC 462 intersections. What is the plan if something occurs along this stretch of SC 46 e.g. an accident, a tree(s) falling across SC 46, etc. that would cause a closure of either 1 or 2 lanes of the stretch where there is but 2 lanes? What is the plan for emergency vehicles (i.e. firetruck, EMS, police, etc.) to even get to the point of the accident/fallen tree(s) of the 2 lanes? What would be the expected response time? Specifically, is an assumption being made that US 278 or SC 462 can carry the extra load during this time? Is this not an unrealistic assumption? What happens to the thousands of vehicles and residents who have nowhere to go?
- 4. In BJWSA terms, would not the highest priority be to prioritize the doubling of the size of the 2 3/4 mile SC 46 say 2 foot in diameter pipe ("Kyber Pass Pipe") if 4 2 foot pipes were flowing into the Kyber Pass Pipe and the 3 2 foot pipes were flowing from the Kyber Pass pipe? Would not Palmetto Electric do the same with the sizing of its electrical wire? Wouldn't Hargray do the same with its telecommunications lines?

Why should this BJWSA/Palmetto Electric/Hargray logic not apply to the number of lanes? 5. Since the subject 2 3/4 mile stretch of SC 46 is currently the only east west route available south of US 278, would not the highest long term priority be to extend the Bluffton Parkway west of the New River watershed (i.e. Great Swamp)? Why is this road not prioritized or even some soft costs allocated to it in the LATS plan as it had if I recall in the past? We continue to be very concerned regarding the reliance on US 278, SC 46 and SC 463 to handle our hurricane evacuation needs in the southern portion of Beaufort County.

- 6. If there is consensus that the widening of the SC 46 is amongst the highest priorities, what logic exists to not have it be in the LATS plan with its planning beginning on the day of the passage of the LATS Plan (if not before)? Should not the highest priority projects be on the LATS Plan and the lesser priority projects be on the 1 % Sales tax or other more uncertain plans. What is the Plan if the 1% Sales tax does not pass?
- 7. Are there certain "windows of opportunities" (that can close at any time) for matched funding or other similar factors existing that can leverage up the benefits for certain projects while keeping costs low that justify deprioritizing funding for the subject stretch of SC 46? If not, what are the specific factors where the subject 2 3/4 mile stretch ranked comparatively low and/or other projects ranked higher?

### Attn: Bluffton Parkway 5B

I am a concerned Shell Hall property owner.

Please tell me,

- 1. Where is the funding source for this project coming from? Estimated cost could fall in the \$55-\$65 million range.
- 2. What is the true need and how would this help with congestion?
- 3. If this project was approved and constructed, is it worth my property values decreasing?
- 4. Who is benefiting from this project?
- 5. If the public really thinks this project would be a benefit why has it never been constructed when it was passed in 2006?
- 6. Why is the meeting on a Friday morning? Why is there an attempt to keep the public in the dark?
- 7. Could Shell Hall have another exit? At this time that would not be possible as a lagoon sits in the only space that would allow an additional exit.

#### Attn: Opposition to Bluffton Parkway 5B Update

I am writing this letter in strong opposition to the Transportation Improvement Plan's request for federal funding of the Bluffton Parkway 5B Update NEPA/Complete Design project.

I am a current resident of Shell Hall in Bluffton, SC. My property backs up to the power lines and would be directly affected by the construction of this roadway. I am deeply concerned about the impact this roadway would have on property values in our neighborhood and the surrounding neighborhoods (Rose Hill, Pinecrest, The Traditions, and Townes at Buckwalter). There are no benefits to this project. If this project is approved, my property value and the surrounding property values will decrease significantly. Not only would the property value decrease, but our neighborhood also wouldn't gain another exit.

- 1. Where is the funding source for this project coming from? I understand the estimated cost could fall in the \$55-\$65MM range!
- 2. Who is benefiting from this project? Certainly not the residents of Shell Hall, Rose Hill, Pinecrest, The Traditions, and Townes at Buckwalter. We don't want our property values to decrease!
- 3. Why is there an attempt to keep the public in the dark about the scheduled meeting?

4. What is the environmental impact of the project in the proposed areas? Another primary concern is the noise from the construction to the cars on the roadway behind our homes. The noise would be unacceptable for this community. Furthermore, the construction of a roadway behind our homes would make it difficult for current residents to sell their homes and move elsewhere.

In conclusion, I strongly urge you to reconsider this proposed roadway. I believe that this project is simply NOT the right fit for our neighborhood.

# Attn: Notice for Public Comment & Public Hearing: Lowcountry Area Transportation Study FY 2024-FY 2033 Transportation Improvement Program (TIP)

I represent Shell Hall as the current HOA Board President and as a resident of Bluffton. I find it highly unprofessional and unethical for this issue to be brought up for public comment with little public notice. How does meeting on Friday morning at 9:30am make residents available to attend a public meeting on this project? It also tucked into page 48 of a 73 page document with little information.

Since it was passed in 2006 it has been shot down on every occasion by the residents of Beaufort County and Bluffton. We all know that one developer is benefiting from this being constructed. Why did he originally file a lawsuit and now wishes to have the project move forward? Who else is benefiting from it as a developer?

The county has provided several alternatives that would help with congestion and address the issues around Bluffton Parkway and Buckwalter. We all know with the new Crossroads Development Project and Sun City that a road connecting 195 to Hilton Head will never happen now.

My other submitted questions are the following:

- 1. Why hasn't Shell Hall, Townes at Buckwalter, Rose Hill, Pinecrest and The Traditions been contacted to get our input? How would we benefit from a road that is being built straight through our stormwater wetlands, backs directly up to our communities and drops our property values significantly? We would see the most negative impact from this project.
- 2. Why doesn't John Reade construct his own entrance from 278 to access his tract of land to build on?
- 3. What is the total cost of this project for the 3-5 miles it will provide?
- 4. Who is funding this project?
- 5. Why is the Town of Bluffton involved if this is county property?
- 6. Why should Town of Bluffton residents use their passed referendum to fund this project?
- 7. What is the environmental impact of this? It runs straight through a county watershed?
- 8. Do you plan to compensate homeowners who now have wetlands views and will now have a 4 lane road behind their homes?
- 9. You have multiple Transportation Projects in the Report and why aren't these being funded first that will have more benefits for Beaufort County Residents?
- 10. Is the County Board in favor of this project?

- 11. How does this address congestion? It just makes Bluffton parkway and Buck Island more congested.
- 12. Will the members of the Town of Bluffton Board be in attendance if they support this?
- 13. Why did this come up for public comments again and vote? We deserve to know who is behind this?

I plan to be at the meeting alongside other HOA Presidents and would like to be given the opportunity to speak?

I will also be broadcasting this all over social media for Beaufort County and Bluffton residents to see where your priorities are. Ther residents should be your number one priority, not developers.

## Attn: Comments on 2024-2033 Proposed LATS Plan - New Buckwalter Parkway Access Management Plan

I'm writing today on behalf of the Townes at Buckwalter. We are very concerned with the information regarding the 5B project as well as the proposed LATS Plan and how it will directly affect our 209 town home community.

Specifically, the over proliferation of commercial development and the ingress/egress of the community will surely change how we live today. I do feel as though our community will be affected more so than any other here on the parkway. Not to mention the significant amount of wetlands that would need to be filled in for the 5B road expansion. This would negatively impact the May River watershed which is one of our most critical natural resources.

There are obviously several entities involved discussing how this will all come together and information is changing every day. I have owned here in the community almost four years now and have only been invited to one county meeting with regard to the 5B project. I am a firm believer in transparency and would hope that all those involved feel the same way. As the president of our HOA, I would like to ask that our board be involved with all future discussions and most importantly, prior to anything being finalized.

## Attn: Comments about 5B - Bluffton Parkway/Buckwalter Parkway Signal Realignment

I am writing this letter to express my concern about the consideration of realignment of traffic signal at Buckwalter Pkwy and Bluffton Pkwy. We don't understand why convert an almost symmetrical intersection, functioning perfectly well into one anticipated to have gridlock and be a congested nightmare per the attached land plan? For example, currently, everyone from Townes of Buckwalter proceeding west on Bluffton Parkway does not increase the traffic congestion on the Buckwalter Parkway and proceeds straight through the 4-way intersection. Similarly, everyone heading east on the Bluffton Parkway to the Townes only crosses and does not just congest the Buckwalter Parkway. Under all of the options everyone heading west or east on the Bluffton Parkway from and to the Townes, will be adding much more traffic congestion to the Buckwalter Parkway. As a matter of fact, the existing 4-way intersection is the

solution to the traffic gridlocks to be created by the realignment. Why try to fix an interchange alignment that is not broken.

The Townes will lose its signalization under any of the four options. There are the ramifications to be addressed i.e. the health, safety and welfare of the 500 residents of the Townes will be materially impaired. All Townes residents who want to go either south or west from the Townes or return from the north or west will be required (or incented) depending on the alternative selected, to do dangerous U-turns at the Buckwalter Place light or the Parkers light (or further south new light), depending on the direction in which they are travelling. How will fire trucks, school buses, etc., now get to and from the Townes.

Everywhere else in the world, traffic engineers are converting 2-T intersections to 1 4-legged intersection. Why are we trying to go backwards and create a medium for more traffic congestion and accidents, impacting the daily lives of thousands of people living in the neighboring communities. I strongly believe that this agenda of 5B of realignment of Bluffton parkway has been considered in the past but it will impact thousands of residents and create chaos. I strongly urge you to drop this agenda item and leave our beautiful intersection as it is. I look forward to hearing from you.

#### Attn: Bluffton Parkway 5B

I am a resident of Shell Hall and received am email today that the neighborhood had concerns regarding the Bluffton Parkway 5B project. The letter seemed to be very one sided and I disagree with the stance of the board. As the father of 3 children who attend Bluffton High and Bluffton middle and a wife who teaches at Bluffton Middle I am concerned every morning when they leave to drive to school. I ask them to make a right out of shell hall and go down to the traffic light and turn around to go to school as a safety precaution. It is evident that with the addition of all the homes, the Hilton Head Christian School Campus and the growth of the Bluffton School campus, something needs to be done. With out adding another traffic light at the entrance at Shell Hall, the added traffic continues to increase and become more hazardous. I hope that your organization, the Town of Bluffton and the County of Beaufort can make it a priority to help get this project funded for the safety of our community.

#### Attn: 5B

I know you are going to receive a lot of people against the 5B project, especially from my neighborhood-Shell Hall. I am overwhelmingly in favor of 5B! A second exit out of Shell Hall and less traffic in front of our main entrance would be beneficial to everyone in the neighborhood. EVERYONE who built there were aware of the 5B possibility. Please do what's best for the community as a whole as a move forward with the project.

#### Attn: 5B on LATS/TIP Proposal

Having any issues or spending on 5B items in the proposal is a waste of time and money. The 5B segment was last estimated several years ago in excess of \$50 million. Certainly it is much more now, for a road that is less 2 miles long.

The vote and approval for this was many many years ago. Try that vote now and you'll see that many do not want this road, other than a few people holding rights to future commercial properties.

There are too many crucial safety issues with our current roads, please focus the time and money on those.

#### Attn: 5B Extension Issues

- 1. Where is the funding source for this project coming from?
- 2. What is the true need and how would this help with congestion?
- 3. If this project was approved and constructed, is it worth my property values decreasing?
- 4. Who is benefiting from this project?
- 5. If the public really thinks this project would be a benefit why has it never been constructed when it was passed in 2006?
- 6. Why is the meeting on a Friday morning? Why is there an attempt to keep the public in the dark?
- 7. Could Shell Hall have another exit? At this time that would not be possible as a lagoon sits in the only space that would allow an additional exit.

#### Attn: 5B Extension / Shell Hall

I was recently made aware of the 5B extension being discussed again as a proposal. I, and many of my neighbors in Shell Hall are in extremely strong opposition to this project.

- There are many homes, including our own, that back up to this powerline area and our wooded landscape. If 5B is built we would be looking at a road and along with increased traffic noise, the wildlife that we see on a daily basis would be gone from this area.
- Our home values would take a SIGNIFICANT drop, is this project worth it to reduce the value of so many homes?
- The cost of this project we understand is estimated to be \$55 \$65 million dollars. Where would that money come from and could it not be better used building play grounds, splash pads, parks, or other community gathering places?
- What is the true need for this project outside of traffic congestion? As a resident who has lived here for years, I do not see that much traffic where this would be needed.
- These wetlands that would be impacted are utilized as a storm run off for a lot of the surrounding neighborhoods as well. This could impact flooding, hurricane weather, etc.

I understand that this project might look good on a map or paper but the financial impacts to the town and to the residents in the surrounding neighborhoods would be a severely negative. I look forward to voicing my opinion in person at the meeting on Feb. 2

#### **Attn: 5B Bluffton Parkway**

I'm a resident of Shell Hall and have lived in Bluffton since 2007. In that time, we've seen vast growth which has both been beneficial as a homeowner and resident but also raises concerns. I'm writing to express my concern and request the extension of Bluffton parkway project 5B to be dismissed. As I write this, I look out my window of my bedroom that faces the wetland, see deer and other wildlife have a quiet home in an already busy area that has forced them to be

displaced for years. This road would be on my back door step and the reason why we love Bluffton and this house is for the quiet, small town feel and not the sound of cars driving past my property. Not only would this drastically lower my property value, I certainly know my tax dollars would be paying for this project and I do not see ANY benefits but an endless list of negatives. Examples, decreased property values of my community and surrounding ones, destruction of wildlife, noise, aesthetics, view from my house, not even an exit would be possible due to a lagoon and other property lines, additional traffic and unwanted visitors in and around our community.

I strongly encourage this project to be squashed and the focus should be put on improving our existing roads, schools, athletic facilities for our growing community, recreational centers for young kids to socialize and even the disaster that is the flyover going onto Hilton Head Island.

#### Attn: 5B Bluffton Parkway Extension

I live in Shelly Hall-Phase 3. Our vote is No!! Do not do this! You will destroy our wetlands and our peaceful community.

#### **Lowcountry Bike/Walk Advocates**

#### Background:

On November 8, 2021, Beaufort County passed Ordinance 2021/46 which adopted the Beaufort County Connects Bicycle and Pedestrian Plan 2021 (BCC) into Beaufort County 2040 Comprehensive Plan as Appendix A. The link to the BCC Plan is: <a href="https://www.beaufortcountysc.gov/planning/documents/BCC2021 Final 9.2021-1.pdf">https://www.beaufortcountysc.gov/planning/documents/BCC2021 Final 9.2021-1.pdf</a>
The BCC identifies specific sidewalks and pathways by locations, funding estimates, and time periods for building them over the next 20 years. Lowcountry Bike/Walk Advocates (LBWA) formed in 2022 to advocate for bicyclists and pedestrians living in the four-county area under the jurisdiction of the Lowcountry Council of Governments. LBWA was accepted by the Community Foundation of the Lowcountry in 2023 and operates under the 501 (c)(3) IRS code.

#### Comments:

LBWA recommends that the LATS committee includes guidelines and funding sources for the Safe Streets for All and the Complete Streets programs.

LBWA recommends that off-road paved pathways be built as part of the Triangle Project, and Highways 46 and 170 heading both east toward Bluffton and west toward Hardeeville.

LBWA recommends that building the "Spine" from Boundary Street south on Highway 170 to the Highway 46 roundabout be advanced to short term on the BCC Plan. The proposed expense of \$250,000 for a planning study is positive but LBWA believes it is important to speed up building this infrastructure.

LBWA recommends more public meetings and more time for the public to respond to this important document before the TIP is adopted.

#### **East Coast Greenway:**

Thank you for considering my comments, submitted on behalf of the East Coast Greenway Alliance, for the following two projects:

1) SC 170 Multi-Use Path: SC 46 to Boundary

2) BL-5: SC 46 Widening (SC 170 to Jasper County Line)

We are very supportive of the SC 170 Multi-Use Path from SC 46 to the county line, as this will create a new permanent segment of the East Coast Greenway. The current side path along SC 170 ends at the SC 46 traffic circle. This project will extend this facility west along SC 46 to the Jasper County line, creating a safe, accessible route for non-motorized users.

We also hope that the second project above, BL-5, incorporates as wide a shoulder as possible, with edge line skip pattern rumble stripes to enable safe access for non-motorized users.

#### **FHWA Comments:**

See spreadsheet and attached checklist.

# 2024-2033 Transportation Improvement Program Projects (LATS) Public Comments from David Baker, Vice-President of Lowcountry Bike/Walk Advocates (LBWA) January 11,2024

1. As ENGINEERING DESIGN AND ENVIRONMENTAL ANALYSIS is performed on the following projects, I am very supportive of the inclusion of <u>twelve foot wide pathways and intersection</u> improvements for safe pedestrian crossing as per AASHTO design guidelines in the design of the widened highways in these projects:

#### FY 2024

- US 278 Widening Argent to I-95 (JC-11)
  - Widening of US 278 from I-95 to Argent Blvd. Road will be widened from 4 lanes to 6 lanes.
- Triangle Project (BC 12/JC-01)

Widening and intersection improvements of the 3 major roads within the "triangle". SC 170 from Argent Blvd to US 278, US 278 from SC 170 to Argent Blvd, Argent Blvd from US 278 to SC 170.

#### FY 2025

- SC 46 Widening from SC 170 to County Line (BL-05)
  - Widening of SC 46 from SC 170 to Jasper County Line. Widening from 2 lanes to 4.
- 2. I strongly support the FY2024 PLANNING PROJECT of the <u>SC 170 Multi-Use Path from Boundary Street to SC 46</u>, as this multi-use path is the key segment of the 2021 Beaufort Connects Plan and will create a new segment of the East Coast Greenway. This should be designated a mid-term plan with federal and local funding.
- 3. As ENGINEERING DESIGN AND ENVIRONMENTAL ANALYSIS is performed on the following projects, I am very supportive of the inclusion of pathways in the design of the same 12 foot wide design as in the existing Buckwalter Parkway:

#### FY 2025

- Buckwalter Frontage Connector (BL-01)
  - New road connecting Bluffton Parkway 5B with the existing Bluffton Parkway.
- Bluffton Parkway 5B Update NEPA/Complete Design (BL-02)
  - New 4 lane road connecting the existing Bluffton Parkway at Buck Island Rd with the existing Bluffton Parkway near the Buckwalter Parkway intersection.
- 4. I am very supportive of the FY2024 ENGINEERING DESIGN AND ENVIRONMENTAL ANALYSIS project for the Ribaut Road (Complete Street) (BC-10) project.



## TIP Review Guidelines

South Carolina Division

MPO: LATS	Document	
Date: 12/7/2023	Name:	LATS draft FY2024 - 2033 TIP
Reviewer: Mark Pleasant	File #	
		EATO GIGILI 12024 - 2000 111

		Questions	es	No	N/A Comments
(a)	2	Was the TIP developed for the metropolitan planning area, by the MPO, in cooperation with the State and any affected public transportation operator(s)?  Does the TIP cover a period of at least four years?			
.324(a)		Has it been more than four years since the last TIP update?			
150.		Has the TIP been approved by the MPO and the Governor?	X		
•		Is the cycle for updating the TIP compatible with the STIP development and approval process?	Λ		
<u> </u>		Has the MPO provided all interested parties with a reasonable opportunity to comment on the proposed TIP as required by Sec. 450.316(a)?			TIP public comment dates December 10 - January 24 (33 business days/PPP)
.324(b)		IF a nonattainment area TMA, has the MPO provided at least one formal public meeting during the TIP development process?			X
450.		Has the TIP been published or otherwise made readily available by the MPO for public review, including (to the maximum extent practicable) in electronically accessible formats and means, such as the World Wide Web, as described in Sec. 450.316(a)?			Will be published on same timeline as updated STIP
450.324(c)	9	Does the TIP include federally supported capital and non-capital surface transportation projects (or phases of projects) within the boundaries of the metropolitan planning area proposed for funding under 23 U.S.C. and 49, U.S.C., Chapter 53?			
.324(d)		Does the TIP contain all regionally significant projects requiring an action by the FHWA or the FTA whether or not the projects are to be funded under title 23, U.S.C., Chapters 1 and 2 or title 49, U.S.C., Chapter 53 (e.g., addition of an interchange to the Interstate System with State, local, and/or private funds and congressionally designated projects not funded under 23 U.S.C. or 49 U.S.C., Chapter 53)?			
450.3		IF a nonattainment area TMA, does the TIP include all regionally significant projects proposed to be funded with Federal funds other than those administered by the FHWA or the FTA, as well as all regionally significant projects to be funded with non-Federal funds?			x
	Б				
		the TIP include, for each project or phase (e.g., preliminary engineering, environment/NEPA, right-of-way, design, or uction), the following:			
		Does the TIP include sufficient descriptive material (i.e., type of work, termini, and length) to identify the project or phase?			Some projects need improved descriptions
		Is the estimated total project cost, which may extend beyond the four years of the TIP included?		Х	As appropriate, please population remaining cost column
(e)		Is the amount of funding proposed to be obligated during each program year for the project or phase (by category and source) identified?			3
324		Are the agencies responsible for carrying out the project or phase identified?			Please confirm use of "lead agency" as identifying what agency will deliver the project
450.324(e)	16	In nonattainment and maintenance areas, are projects, which are identified as TCMs in the applicable SIP, identified?			x
		In nonattainment and maintenance areas, are included projects specified in sufficient detail (design concept and scope) for air quality analysis in accordance with the EPA transportation conformity regulation (40 CFR part 93)?			x
	18	In areas with Americans with Disabilities Act required paratransit and key station plans, identification of those projects that will implement these plans.			

	Questions	Yes	No	N/A Comments
450.324(f)	Are projects that are not considered to be of appropriate scale for individual identification in a given program year grouped by function, work type, and/or geographic area using the applicable classifications under 23 CFR 771.117(c) and (d) and/or 40 CFR part 93?			x
450.	In nonattainment and maintenance areas, are classifications consistent with the ``exempt project" classifications contained in the EPA transportation conformity regulation (40 CFR part 93)?			x
	21 Is each project or project phase included in the TIP consistent with the approved metropolitan transportation plan?			
450.324(g)		X		
450.				
	22 December TID include a financial plan that demonstrates how the appropriat TID can be implemented indicate recovered from			
	Does the TIP include a financial plan that demonstrates how the approved TIP can be implemented, indicate resources from public and private sources that are reasonably expected to be made available to carry out the TIP, and recommend any additional financing strategies for needed projects and programs?	X		
450.324(h)	Did the MPO, State(s), and public transportation operator(s) cooperatively develop estimates of funds that are reasonably expected to be available to support TIP implementation, in accordance with Sec. 450.314(a)?	X		
450	24 If new funding sources are utilized, are strategies for ensuring availability identified?	X		
	In developing the financial plan, did the MPO take into account all projects and strategies funded under title 23, U.S.C., title 49, U.S.C., Chapter 53, and other Federal funds; regionally significant projects that are not Federally funded; and operation and maintenance of the existing system?	X		
	26 Can full funding reasonably be anticipated to be available for the project(s), or phase(s) within the time period contemplated			Diagon populate remaining cost column
24(i)	for completion of the project?  27 In nonattainment and maintenance areas, are funds available or committed for projects included in the first two years of the TIP?		X	Please populate remaining cost column x
450.324(i)	28 Is the TIP financial constraint demonstrated and maintained by year?	X		
4	Does the TIP include sufficient financial information to demonstrate which projects are to be implemented using current and/or reasonably available revenues, by source, and which projects are to be implemented using proposed revenue sources while the entire transportation system is being adequately operated and maintained?		X	Please identify use of inflation factor for year of expenditure
a)	<b>30</b> Does the TIP outline a process for development, approval, revisions, and amendments?			
450.326(a)		X		
450.				
(q	31 In nonattainment and maintenance areas, has a conformity finding on the TIP been made by the FHWA and the FTA?			
450.326(b)				X
450				
	32 Does the TIP cover page provide the official name of the Metropolitan Planning Organization?			
ıral	33 Does the TIP cover page provide Fiscal Years addressed by TIP?	X		
General	Does the document provide a general overview on the MPO, its planning process, and what role the TIP plays in that planning process?	X		
	25 0 4 1400 11 4 11 6 11 11 11 11	X		

# Google Maps



Portion of 2 Lan 25in Inspect County (1/2 mile on 46+ 1/4 mile on 170 = 3/4 mile) Portion of 2 LANCS in Boartort County (2 miles)

Portion that is 2 LANE (21/2 miles)

8 LANES of traffic going into and out of traffic circle (New River) 6comes oftenthic going into AND OUT of JASper Gounty (351 (2), 170 (2), 46(2) = 6 LANES

Item 17.

ore: Excludes 2



#### ORDINANCE 2021/46

#### ADOPTION OF ENVISION BEAUFORT COUNTY 2040 COMPREHENSIVE PLAN AND BEAUFORT COUNTY CONNECTS BICYCLE AND PEDESTRIAN PLAN 2021 AS AN APPENDIX TO THE PLAN

WHEREAS, the comprehensive plan is the foundational policy document for Beaufort County, guiding decisions about land use, mobility, housing, economic development, natural and cultural resources, and resiliency; and

WHEREAS, state law requires that local government comprehensive plans to be reviewed and updated every ten years; and

WHEREAS, Beaufort County's current comprehensive plan was adopted in January 2011; and

WHEREAS, in the winter of 2020, Beaufort County began the process of updating the 2010 comprehensive plan with a series of public workshops, on-line surveys, and stakeholder meetings; and

WHEREAS, in an effort to prepare an easily accessible and usable product, the comprehensive plan was divided into three documents--the Comprehensive Plan, the Beaufort County Atlas, and the Action Plan Playbook; and

WHEREAS, the County, guided by a task force comprised of citizens and staff from all participating local jurisdictions produced *Beaufort County Connects Bicycle and Pedestrian Plan 2021*, designed to be an appendix of the comprehensive plan; and

WHEREAS, the Planning Commission held a public hearing on September 9, 2021 where they unanimously recommended approval of Envision Beaufort County 2040 Comprehensive Plan and Beaufort County Connects Bicycle and Pedestrian Plan 2021;

NOW, THEREFORE, BE IT ORDAINED that the County Council of Beaufort County, South Carolina hereby adopts the following documents comprising Beaufort County's comprehensive plan:

- Envision Beaufort County 2040 Comprehensive Plan;
- Beaufort County Atlas;
- 2040 Action Plan Playbook; and
- Beaufort County Connects Bicycle and Pedestrian Plan 2021 as Appendix A of Envision Beaufort County.

#### Adopted this 8th day of November, 2021

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

#### Chronology:

First Reading:October 11, 2021 Vote: 11/0 Second Reading: October 25, 2021 Vote: 11/0

Public Hearing: October 25, 2021

Third Reading: November 8, 2021 Vote: 11/0





# BEAUFORT COUNTY CONNECTS

Bicycle and Pedestrian Plan 2021

















Lowcountry









## PROGRAM RECOMMENDATIONS

- Committee to assist the County in the planning, funding, development, and implementation of facilities and programs that will result in the increased safety and use of bicycle and pedestrian travel as a mode of transportation and recreation. (Education, Encouragement, Evaluation & Planning)
- Support or partner with municipalities on bike sharing and e-scooter programs in an effort to promote cycling and mobility. (Equity, Encouragement)
- 3 Sponsor, support, and/or promote national events that promote walking and cycling (Education, Encouragement):
  - National Bike Month. National Bike Month is a chance to showcase the many benefits of bicycling and encourage more people to give biking a try.
  - Bike-to-Work Day. Bike-to-Work Day promotes the bicycle as an option for commuting to work by providing route information and tips for new bicycle commuters.
  - Car-Free Day. Car Free Day, an international day to celebrate getting around without cars, coincides with the beginning of the school year and is the perfect way to kick-off programs that promote bicycling and raise awareness for environmental issues.

- Earth Day. Earth Day can encourage residents to help the environment by bicycling to destinations and staying out of their cars and provides an excellent opportunity to educate people of all ages in the community.
- Become a designated Walk Friendly Community. This program recognizes communities that have shown a commitment to improving and sustaining walkability and pedestrian safety through comprehensive programs, plans, and policies. (Encouragement)
- Become a designated Bicycle Friendly
  Community. This program provides a roadmap to
  improving conditions for bicycling and guidance
  to help improve the community by providing safe
  accommodations for bicycling and encouraging
  people to bike for transportation and recreation.
  (Encouragement)
- Consider participating in the Open Streets
  Program to temporarily open selected streets to
  pedestrians by closing them to cars. (Education,
  Encouragement)

## POLICY RECOMMENDATIONS

- Encourage each jurisdiction on the Bicycle and Pedestrian Task Force to adopt Beaufort County Connects 2021 by resolution and incorporate the document into their respective comprehensive plans. (Evaluation & Planning)
- Adopt the Immediate, Mid-, and Long Term project list in this plan. (Engineering)
- Use the Prioritization Matrix in this plan to further evaluate each proposed project, ensuring that the implementation process focuses on projects of most merit to the connectivity of the regional bicycle and pedestrian network. (Engineering)
- Develop a funding strategy and anticipated annual revenue stream for bicycle and pedestrian projects that includes Accommodations Tax, Guideshare funds, Capital Project Sales Tax, dedicated local funding, and state and federal grants.

  (Evaluation & Planning)
- Create a staff position within the Beaufort
  County government whose primary
  responsibility is to oversee the implementation of the Beaufort County Connects 2021.

  (Evaluation & Planning)

  Work with Lowcountry Area Transportation
  Study (LATS) during the update of the Long
  Range Transportation Plan to incorporate
- Consider a 2022 ballot initiative to re-impose a 1% capital project sales tax to fund transportation improvements that include complete streets and multi-use paths and

establish a regular schedule for future referendums. (Equity, Evaluation & Planning)

- Encourage local jurisdictions to adopt a
  Complete Streets policy that requires all streets
  to be planned, designed, operated, and
  maintained to enable safe access for all users,
  including pedestrians, bicyclists, and transit
  riders of all ages and abilities. All future
  transportation projects should adhere to the
  Complete Streets policy in an appropriate
  urban, suburban, or rural context. (Equity,
  Engineering)
- 8 Encourage municipalities and SCDOT to make Complete Streets policies mandatory in all new construction and repair projects: (Equity, Evaluation & Planning)
- Identify streets where Shared Lane Markings ("sharrows") should be added to improve conditions for bicyclists. Work with SCDOT, the County, and municipalities as appropriate to have these added. (Equity, Evaluation & Planning)
- Work with Lowcountry Area Transportation
  Study (LATS) during the update of the Long
  Range Transportation Plan to incorporate
  bicycle and pedestrian projects in the Beaufort
  County Connects 2021 and advocate for a
  target percentage of funding to be devoted to
  bicycle and pedestrian facilities. (Equity,
  Evaluation & Planning)

11-24 excluded

## **IMPLEMENTATION PLAN**

RECOMMENDATION	Each jurisdiction represented on the Bicycle and Pedestrian Task Force should be encouraged to adopt the Beaufort County Connects 2021 by resolution and incorporate the document into their respective comprehensive plans.	Adopt the Immediate, Mid-, and Long Term project list in this plan.	Use the Prioritization Matrix in this plan to further evaluate each proposed project, ensuring that the implementation process focuses on projects of most merit to the connectivity of the regional bicycle and pedestrian network.
INVESTMENT	Low	Low	Low
TIME FRAME	Short	Short	Ongoing
PARTNER(S)	County Council, Municipalities, LATS	County Council, Municipalities, LATS, Nonprofits	County Planning & Zoning Department, County Engineering Municipalities, LATS
INITIATED			
COMPLETE			

4-16 excluded

# POTENTIAL FUNDING SOURCES

This table outlines sources of funding for pathway projects in Beaufort County. The recommended bicycle and pedestrian coordinator will use Chapter 4 of this plan as a guideline for prioritizing and funding projects. Many projects will require several funding sources from multiple levels of government (federal, state, local) and private sources.

POTENTIAL FUNDING SOURCE	POTENTIAL ANNUAL REVENUE	PROJECT TYPES
Local Accommodations Tax	Up to \$500,000	Small projects, local matches for grants
Capital Project Sales Tax	Up to \$1 million annually (assume successful referendum every 10 years with \$10 million dedicated to bicycle and pedestrian projects)	Large projects, small projects
LATS	Up to \$3 million annually (assume small % to fund bicycle and pedestrian projects in County)	Small projects
LCOG Federal Transportation Dollars	Assume small % of annual Guideshare funds for bicycle and pedestrian projects in County	Small projects in Sheldon or St. Helena Island
SCPRT Recreational Trails Program	\$50,000 (assume successful \$100,000 grant every two years)	Very small projects, trailheads, other enhancements
SCDOT Transportation Alternative Program	\$250,000 (assume successful grant every two years)	Small projects
Private Funding	N/A	Matching local grants, maintenance, enhancement
RAISE Discretionary Grants	2019 avg. award: \$17.4 million 2020 max.: \$25 million/project	Largest projects.
AARP Livable Communities Grants	Average in 2018: \$10,000	Very small projects
Foundation Grants	N/A	Diverse projects and programs
Community Development Block Grant	\$200,000 - \$500,000	Medium projects

# PRIORITIZATION METHODOLOGY

After collecting public input, the Task Force developed a process for prioritizing the proposed recommendations using the "Making Connections" and "Spine and Spur" themes resulting from the public input survey. Several precise criteria were also used in the decision-making process. Project prioritization does not preclude implementing projects on an opportunistic basis, where cost-efficiencies or new project partnerships become available.

Therefore, the results of the prioritization process are intended as a flexible framework for seeking funds to design and engineer the highest priority projects.

The intent was not to get developers/

MOTE: The results of the prioritization process is TO VALV.

ATE Seek funds and MOT TO USE TO THE FINAL Decision

ON the prioritization

### PRIORITIZATION MATRIX

Use for All prejects underway or soon to be underway. \_LBPAAND

This prioritization matrix should be used by the bicycle and pedestrian coordinator and any future oversight committee to further evaluate each project, ensuring that the implementation process focuses on projects of most merit to the connectivity of the regional bicycle and pedestrian network over the long-term life of this document.

Criteria	Definition	Rank	Measurement
Connectivity	Does the project overcome barriers or fill gaps in the	High	Project closes gap between existing facilities
Connectivity	bicycle and pedestrian network?	Low	Project does not close gap between existing facilities
		High	Project location has a significant crash history, high speeds, and a street design that indicates a potential safety concern
Safety	Does the project provide an immediate safety improvement where collision data, speed, and/ or street design indicate	Medium	Project location has two of the following qualities: a significant crash history, high speeds, and a street design that indicates a potential safety concern
	potential safety concerns?	Low	Project location has one of the following qualities: a significant crash history, high speeds, or a street design that indicates a potential safety concern
Accessibility	Does the project modify a completely non-accessible route or enhance	High	Project provides or enhances access along a route with no or limited access
Accessibility	accessibility along routes that already have some level of access?	Low	Project does not provide or enhance access along a route with no or limited access

Criteria	Definition	Rank	Measurement
Demand	Is it likely that walkers and bikers will use the facility? Will the project attract new	High	Project will attract new trips, and it is likely walkers and bikers will use the facility
walking and biking trips for	Low	Project will attract new trips, or it is likely that walkers and bikers will use the facility	
	Does the project require	High	Project is feasible, has political/ stakeholder support, and is a strong contender for grant funding
Ease of Implementation	easements, property acquisition, or additional right of way? Does the project have jurisdictional/ stakeholder support? Is the	Medium	Project has two of the following qualities: is feasible, has political support, and is a strong contender for grant funding
	project a strong contender for grant funding?	Low	Project has one of the following qualities: is feasible, has political support, and is a strong contender for grant funding
	What are the capital,	High	Construction and operating costs over 10 years are <\$750,000
Cost operating, and	operating, and maintenance costs of the	Medium	Construction and operating costs over 10 years are between \$750,000 and \$1,250,000
		Low	Construction and operating costs over 10 years are >\$1,250,000
	Does the project improve	High	Improves access for underserved populations
Equity	access for underserved populations?	Low	Does not improve access for underserved populations

G

Access Management Plan Update

Buckwalter Parkway (US 278 to Bluffton Parkway) Beaufort County, SC

**Prepared for:**Beaufort County

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- Right-in, right-out Intersection Access
  - o Berkeley Place Driveway #2/Pinellas Drive South
  - o Ludlow Street
  - o Innovation Drive
  - o Progressive Street (existing)
- Right-in only Intersection Access
  - o Buckwalter Place Driveway (existing)

**Table 1** shows a comparison of the access management between the two scenarios.

	Table 1: Comparison of Traffic Control by S	Scenario <sup>1</sup>
Location	Scenario 1 – 2007 Plan	Scenario 2 – 2021 Proposed Plan
US 278	Existing Signal	Existing Signal
Cassidy Drive	Undefined Unsignalized Access	Right-in, Right-out
Pinellas Drive N	Undefined Unsignalized Access	Proposed Signalization, when warranted
Pinellas Drive S	Proposed Signalization, when warranted	Right-in, Right-out
Mott St./Parkside Dr.	Undefined Unsignalized Access	Proposed Signalization, when warranted
Ludlow St.	Proposed Signalization, when warranted	Right-in, Right-out
Kroger Fuel Driveway	Right-in, Right-out	Proposed Signalization, when warranted
Innovation Dr.	Proposed Signalization, when warranted	Right-in, Right-out
Progressive Dr.	Right-in, Right-out	Right-in, Right-out
Buckwalter Place Blvd./Lord of Life Dwy.	Existing Signal	Existing Signal
Buckwalter Place Dwy.	Right-in Only	Right-in Only

<sup>&</sup>lt;sup>1</sup>Roadway improvements may be required at all locations in both scenarios

In the proposed access management plan update (Scenario 2), all intersections are projected to operate at LOS D or better (assuming the planned intersections are signalized). Signalization implementation would be based on the intersections meeting traffic signal warrants.





# Fwd: Cost Benefit Analysis to Move Innovation Drive Intersection at Buckwalter Parkway say 300 Feet to the North

	New Traffic Access Management Plan	Buckwaiter Commons/Buckwaiter Place Master Plans, and Existing Conditions
Cost to taxpayers	Say \$5 million (100% paid by the public sector)	\$0 (100% paid by the private sector)
Probability that signal will be warranled	%0	100%
Traffic Count to and from east	None or minimal	Say minimum of 100 x that under New TAMP
Traffic Count to and from west	Much less, than where previously planned	Mutiple times more than under New TAMP
Impact on Wellands	Very significant - Would require years and \$\$ just to permit	No (mpact
Expectations of Biufflon Fresh/Starbucks	°V.	Yes
Consistency with Woodbridge existing valid permits No	No	Yes



#### Lowcountry Area Transportation Study (LATS)

# Policy Committee Meeting Friday, February 2<sup>nd</sup>, 2024, 9:30 a.m. Meeting Location: In-Person TCL New River Campus Conference Room AGENDA

#### **Policy Committee Members Present:**

Tammy Becker, Hilton Head Island, Mike McFee, City of Beaufort, Harry Williams, City of Hardeeville, Dan Wood, Town of Bluffton, Joe Passiment, Beaufort County Council, Barbara Childs, LRTA, Van Willis, Town of Port Royal

#### **Others Present:**

Mayor Philp Cromer, City of Beaufort Lisa Wagner, Jasper County Mary Lou Franzoni, LRTA Kevin Icard, Town of Bluffton Anna Tabernik, Beaufort County Council Logan Cunningham, Beaufort County Council Paula Brown, Beaufort County Council Dan Fraizer, Town of Bluffton Ashley Goodrich, BJWSA Jared Fralix, Beaufort County Brittanee Bishop, Beaufort County Frank Turano, Alliance Consulting Marilyn Arseneau Zachary Verhage, Mead and Hunt Ryan Mc Clure, Transystems Abraham Champagne, WSP Emily Swearingen, AECOM Jessie White, SCCCL Mark Pleasant, FHWA Danny Thornberry, Shell Hall HOA Craig Winn, SCDOT Travis Cooper, SCDOT Lyle Lee, SCDOT Diane Lackey, SCDOT Sebrena Graham, LCOG Stephanie Rossi, LCOG Michael Gagliardi, LCOG Dave Baker, LBWA Taylor Boykin, SCA Art Handman, Beaufort CTC

Tom Zinn, Buckwalter Commercial

Chuck Valentino, LBWA



#### Present for Public Hearing (Signed in)

Jill Caldwell, Craig Kodat, Kim Hart, Larry Stoller, Travis Reynolds, Gary Hrivvak, Linda Hrivvak, Timothy J Eiff, Kyle C Zabatzky, Robert Carney, Susan Spencer, Bill Beltz, Bill Fairfax, Nancy Fairfax, Frank Arnold, Ron Hall, Rhett Livingston, Mia Lantz, Jill Caldwell, Dave Waddington, Emily Prescott, Barbara Baxter, David Pratt, Martin Kolberg, Crystal Hissinbetha, Carolyn Kraus, Shannon Keck, Kay Gagliardi, Helene Stoller, William Verno, Darlene Verno, Chuck Valentino, Bob Benson, Nancy Benson, Ben Van Bergen, Charlotte Van Bergen, David Hettenhouser, Fran Parker, Terry Parker, John Brophy, Marcus Grove, Lajay Grove, Ky Zubatsky, Denise Spencer

#### 1. Call to Order.

- a. Pledge of Allegiance
- b. Invocation

#### \*Meeting agenda revised and the Chair called the Public Hearing. \*

- 2. <u>Public Hearing (Comments per person limited to 3 minutes) Minutes are summaries and not verbatim.</u>
  - a. Long Range Transportation Plan Amendments and FY 2024-2033 Transportation Improvement Program—Stephanie Rossi
    - Public Hearing went first, skipping over agenda items 2 and 3.
    - Stephanie gave a brief overview of the MPO and the Transportation Improvement Program. Mayor Williams states that the purpose of this organization/committee is to set the priorities for transportation in the region. The Chair opens the public hearing to the guests in the room and to those who have signed in.
      - Shell Hall Resident (previously the Townes): A meeting on October 2021 was held with Jared Fralix and Logan Cunnigham regarding the traffic light realignment at Buckwalter. A large group not in favor of the project were present at the meeting. They believed it would lead to 5B and they were not in favor of 5B roadway. The project was taken to the Beaufort County Council Public Facilities meeting on October 18<sup>th</sup> 2021 and the committee unanimously denied funding for the project sending it back to the Town of Bluffton for funding. Does not want road and would like to see funding removed. Show of hands in agreed.
      - Shell Hall Resident: concerned how 5B will affect housing, home values, and traffic patterns, many agree.
      - Rose Hill resident: Voiced concerns over pollution and noise from the roadway and traffic, many agree.
      - Rose Hill resident: Was the notice published in a newspaper? Stephanie responds by saying the Island Packet.



Resident states Rose Hill resident did not receive it in a timely manor and are not happy about timing of meeting. They prefer a 6:30 meeting. Going forward, transparency is important, and the timing of the meeting should be at a time where everyone affected by a project can meet.

Mayor Williams mentions that these meetings are held every other month and are always held at 9:30. He also mentions that there will be many other chances for public input on individual projects to the proper authorities who will be responsible for each specific project. The committee will consider a possible change to the time schedule of future LATS meetings.

- Shell Hall Resident: Stated concerns about people cutting through neighborhood, increased traffic and speeds. They also noted concerns about wildlife and destroying wetlands.
- Bluffton Resident (Woodbridge): Stated concerns about the wildlife, curious about what county is doing to mitigate habitat destruction. 5B is not needed. The Town of Bluffton is pushing the project, yet the road will be adjacent to their neighborhood which is not within the Ton of Bluffton and they cannot vote because they don't live in Bluffton so it's unfair. Slow down development. Overall statement on over development and traffic safety. They don't want a road that runs parallel to a road we already have.
- Shell Hall HOA Board Representative: 5 out of 6 communities not happy. Development needs to slow down. What is it going to cost? Why hasn't that number posted for anyone to see? Is the county going to fund this? BILJA? Where is the money coming from? Potholes need to be fixed. This meeting needs to held at 6:30 at night.
- Tom Zinn: Noted concerns over the Intersection of 170/46 to the New River Bridge, towards 46/170/462. The plan currently has widening up to the bridge but does not go further. There is no plan from circle to 46/170/462. The current layout wouldn't work in a hurricane evacuation. Tom states that Bluffton Parkway 5B change in location of light would cost taxpayers money and is necessary.
- Logan Cunningham, Beaufort County Council District 7: 5B is a County road but not on the County priority list for the referendum. Bringing up the project over and over again, will not support road, why spend money on this piece of road when it is already here and does not want to fund a project, they (Beaufort County) already have access to. States that County Council is not in support of the project.
- Rose Hill resident: many new residents wouldn't like an election to be used as a mandate. Doesn't want to take away greenspace.
- Resident: wants to use the money to preserve land, preserve green space. Wants Bluffton to preserve green space like Hilton Head Island has done.
- Resident: tax referendum in Beaufort County for preservation was passed, wants 100 million to be used to preserve land.



**Public Hearing closes** 

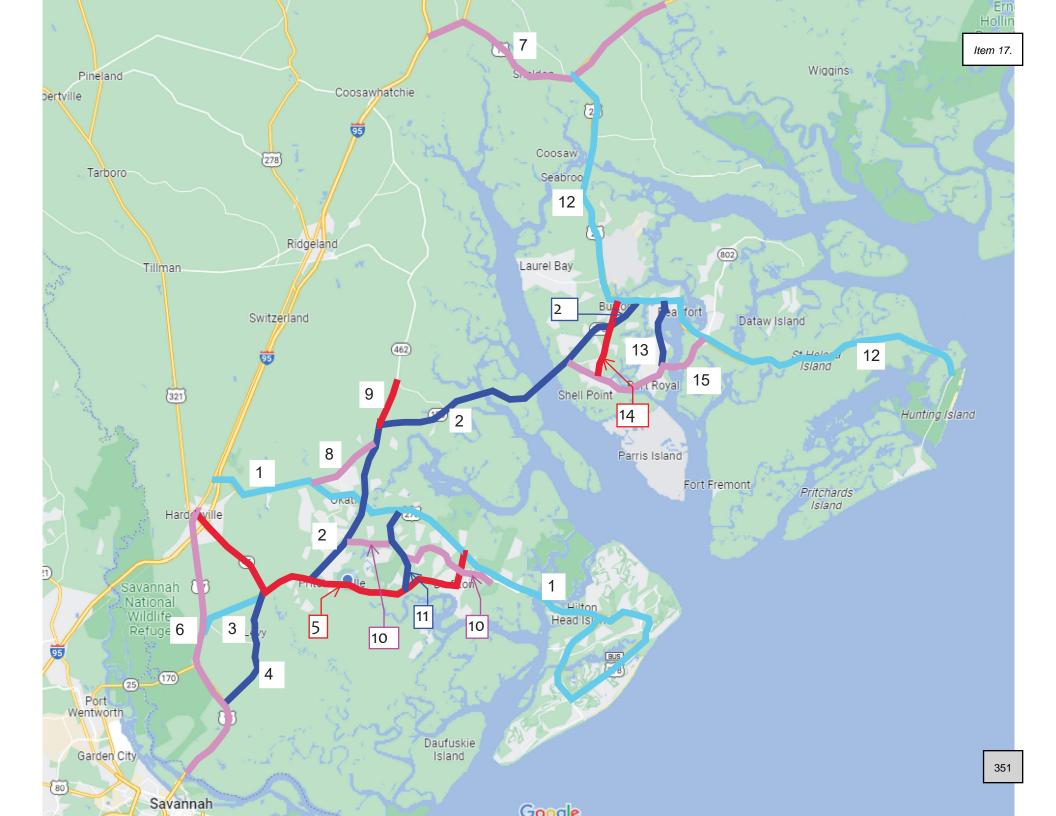
## ITS MASTER PLAN VARIOUS CORRIDORS IN LATS STUDY AREA BEAUFORT COUNTY

#### **PROJECT UNDERSTANDING**

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

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

See locations on project map as shown by above number:



#### **SCOPE OF SERVICES**

#### **TASK 1 PROJECT MANAGEMENT**

#### **Task 1.1 Project Administration**

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

#### Task 1.2 Project Control and Management

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

#### Task 1.3 Status Reports and Invoicing

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

#### Task 1.4 Project Status Meetings

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

#### Task 1.5 Schedule Development

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

#### Task 1.6 Presentations to LATS

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

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

#### **TASK 2 CONCEPT OF OPERATIONS**

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

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

#### **Deliverables:**

Concept of Operations Memo
Workshop with LATS and Beaufort County

#### TASK 3 EXISTING CONDITIONS AND ASSETS INVENTORY

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

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

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

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

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

#### **Deliverables:**

GIS Database of assets inventory Existing Conditions Technical Report

#### **TASK 4 NEEDS ASSESSMENT**

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

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

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

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

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

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

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

#### **Deliverables:**

System Demand Need Meeting Needs Assessment Technical Report

#### Excluded:

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

#### **TASK 5 ITS MASTER PLAN**

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

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

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

#### **Deliverables:**

System Plan and Recommended projects in GIS ITS Master Plan

#### **SCHEDULE**

The schedule for Tasks 1-5 is 12 months.

#### **ITEM TITLE:**

Recommendation of a contract award to Kimley-Horn and Associates, Inc. for the conduct of the US 278 corridor study. (\$500,000)

#### **MEETING NAME AND DATE:**

Public Facilities and Safety Committee, November 18, 2024

#### PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Infrastructure

5 Minutes

#### **ITEM BACKGROUND:**

This project is a Lowcountry Area Transportation Study (LATS) initiative to address congestion, safety, and mobility concerns along the US 278 corridor. The US 278 corridor is growing rapidly, and this study will be a guide for South Carolina Department of Transportation (SCDOT) and the local public agencies that adequately addresses the traffic impacts associated with existing and future development along the corridor. Beaufort County has been authorized as a Local Public Agency (LPA) by SCDOT to administer the project.

#### **PROJECT / ITEM NARRATIVE:**

Beaufort County proposes to evaluate transportation improvements along US 278 from I-95 in Hardeeville, S.C. to Sea Pines Circle in Hilton Head, SC. For the future success of the US 278 corridor, it must function as a street that can handle congestion, safety, and mobility needs, as well as consider how community and transportation improvements fit as a consistent plan along the corridor. Data collection will be critical to coordination of traffic signals, network connectivity, and access management along the corridor. The length of US 278 is approximately 30 miles.

Kimley Horne and Associates, Inc. was selected from our on-call traffic engineering list. As part of the LPA approval process with SCDOT, the scope was first negotiated with the consultant and SCDOT oversight. Once agreed upon, the level of manhour effort and overall fee was negotiated with the consultant and SCDOT oversight.

#### **FISCAL IMPACT:**

Total Cost of Contract is \$500,000.00. The project is funded 100% (\$500,000.00) with federal guideshare funds through LATS. The funds will be encumbered from Southern Beaufort County Impact Fees account 2300-30-0000-54500-SOUTH with a balance of \$3,500,000.

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of a contract award to Kimley-Horn and Associates, Inc. for the conduct of the US 278 corridor study.

#### **OPTIONS FOR COUNCIL MOTION:**

Approve/deny the contract award to Kimley-Horn and Associates Inc. for the conduct of the US 278 corridor study.

Next Steps: Move forward to County Council on 11/25/24 for approval/denial of contract award.

#### US 278 Corridor Study Submittal #4 Kimley-Horn Staff Hours & Fees

Task 1 - Project Management	Project Manager/Senior Profes	ssional I	Senior Professional II		Professional	Analyst		Expenses	Task	Fees
	\$ 255.00		\$ 295.00	\$ 200.00		\$ 150.00				
1.1 - Coordination Meetings										
In person Meeting #1 (including prep)	8		3		9		6	\$ 200.00		
In person Meeting #2 (including prep)	8		3		9		6	\$ 200.00		
In person Meeting #3 (including prep)	8		3		9		6	\$ 200.00		
Virtual Meeting #1	3		2		3		4			
Virtual Meeting #2	3		2		3		4			
Virtual Meeting #3	3		2		3		4			
Task 1.1 Hours:	33		15		36		30			
Task 1.1 Fees:	\$ 8,	,415.00	\$ 4,425.00	\$	7,200.00	\$	4,500.00	\$ 600.00	\$	25,140.00
1.2 - Invoicing										
Invoice Prep and Follow up (12 total)	12		8		6		12			
Task 1.2 Hours:	12		8		6		12			
Task 1.2 Fees:	\$ 3,	,060.00	\$ 2,360.00	\$	1,200.00	\$	1,800.00	\$ -	\$	8,420.00
1.3 - Deliverables										
Agenda, Materials, and Prep	12		9		18		18			
Task 1.3 Hours:	12		9		18		18			
Task 1.3 Fees:	\$ 3,	,060.00	\$ 2,655.00	\$	3,600.00	\$	2,700.00	\$ -	\$	12,015.00
								Kimley-Horn Fee:	\$	45,575.00

Task 2 - System/Facility Identification	Project Manager/Senior Professional	Senior Professional II	Professional		Analyst		Expenses	Task Fees	
	\$ 255.00	\$ 295.00	\$	200.00	\$	150.00		, ask rees	
2.1 - Overview of Previous Work									
Meeting time with agencies	3	2				5			
Document Review	5	2				38			
Task 2.1 Hours:	8	4		0		43			
Task 2.1 Fees:	\$ 2,040.00	\$ 1,180.00	\$	=	\$	6,450.00	\$ -	\$ 9,670.00	
2.2 - Existing Plan Assessment and Coordination									
Plan Review and Recommendations	2	1		6		18			
Task 2.2 Hours:	2	1		6		18			
Task 2.2 Fees:	\$ 510.00	\$ 295.00	\$	1,200.00	\$	2,700.00	\$ -	\$ 4,705.00	
2.3 - Deliverables									
Report Documentation	7	5		8		27			
Task 2.3 Hours:	7	5		8		27			
Task 2.3 Fees:	\$ 1,785.00	\$ 1,475.00	\$	1,600.00	\$	4,050.00	\$ -	\$ 8,910.00	
							Kimley-Horn Fee:	\$ 23,285.00	

Task 3 - Data Collection		Project Manager/Senio			ofessional II	'	Professional		Analyst	Expenses		Task Fees
		\$	255.00	\$	295.00	\$	200.00	\$	150.00			
3.1 - Impacts Analysis												
Resource Research		8			2		27		27			
	Task 3.1 Hours:	8			2		27		27			
	Task 3.1 Fees:	\$	2,040.00	\$	590.00	\$	5,400.00	\$	4,050.00	\$ -	\$	12,080.0
3.2 - Field Investigation												
Prep									15			
Field Visit (2 Analyst - 2 days)		12							36	\$ 600.00		
Documentation		5							12			
					_							
	Task 3.2 Hours:	\$	4,335.00		0 -	\$	0	\$	63 9,450.00	\$ 600.00	_	14,385.0
3.3 Roadway Data Collection	Task 3.2 Fees:	\$	4,335.00	\$	-	\$	-	\$	9,450.00	\$ 600.00	5	14,385.0
SCDOT/Local Review		4			2				18			
3CDO 1/LOCAL NEVIEW	Task 3.3 Hours:	4			2		0		18			
	Task 3.3 Fees:	\$	1,020.00	\$	590.00	Ś		\$	2,700.00	\$ -	\$	4,310.0
3.4 Land Use Data Collection	7 d 3 k 3 . 3 7 c c 3 .	¥	2,020.00	,	330.00	7		7	2,700.00	, , , , , , , , , , , , , , , , , , ,	Ť	1,520.0
GIS Data		2			2		20		10			
	Task 3.4 Hours:	2			2		20		10			
	Task 3.4 Fees:	\$	510.00	\$	590.00	\$	4,000.00	\$	1,500.00	\$ -	\$	6,600.0
3.5 - Crash Data Collection							•				Ė	
SCDPS Contact							1		5			
	Task 3.5 Hours:	0			0		1		5			
	Task 3.5 Fees:	\$	-	\$	-	\$	200.00	\$	750.00	\$ -	\$	950.0
3.6 - Traffic Volume Collection												
Count Map		1							5			
Count Coordination		1							5			
Count Expense TMC = 25 *500 plus AADT = 20*250										\$ 14,500.00		
	Task 3.6 Hours:	2			0		0		10			
	Task 3.6 Fees:	\$	510.00	\$	-	\$	=	\$	1,500.00	\$ 14,500.00	\$	16,510.0
3.7 - Existing Transportation Facilities												
Synchro		15			7		55		127			
Arterial (Synchro/SimTraffic/HCM)		6			7		15		35			
Travel Cost		3			2		7		18	-		
Delay index and delay ratios		2			2		5		27			
	Task 3.7 Hours:	26			18		82		207			
20.01	Task 3.7 Fees:	\$	6,630.00	\$	5,310.00	Ş	16,400.00	Ş	31,050.00	\$ -	\$	59,390.0
3.8 - Deliverables		_			_				27			
Existing Conditions Report		7			5		9		27			
	Task 3.8 Hours:		4 705 00		5 4 475 00	_	9	_	27		,	0.110.0
	Task 3.8 Fees:	\$	1,785.00	>	1,475.00	<b>\</b>	1,800.00	\$	4,050.00	\$ - Kimley-Horn Fee:	\$	9,110.0

Task 4 - Data Analysis		Project Manager/Senior Professional I \$ 255.00				Professional \$ 200.00		Analyst \$ 150.00		Expenses			Task Fees	
4.1 - Best Practices														
Best Practices Assessment		12			12		7		5					
	Task 4.1 Hours:	12			12		7		5					
	Task 4.1 Fees:	\$	3,060.00	\$	3,540.00	\$	1,400.00	\$	750.00	\$	-	\$	8,750.00	
4.2 -Map-21 (MOEs)														
Safety		1			1		4		2					
Infrastructure Condition		1			1		3		1					
Congestion Reduction		1			1		4		2					
System Reliability		1			1		3		2					
Freight Movement and Economic Vitality		1			1		2		1					
Environmental Sustainability		1			1		2		1					
Reduced Project Delivery Delays		1			1		2		2					
	Task 4.2 Hours:	7			7		20		11					
	Task 4.2 Fees:	\$	1,785.00	\$	2,065.00	\$	4,000.00	\$	1,650.00	\$	-	\$	9,500.00	
4.3 Transit														
Population Review		9			3				12					
Existing and Future Routes		12			3				12					
Ridership Levels		7			3				9					
Agency Coordination		5			5									
	Task 4.3 Hours:	33			14		0		33			1		
	Task 4.3 Fees:	\$	8,415.00	\$	4,130.00	\$	-	\$	4,950.00	\$	-	\$	17,495.00	
4.4 Pedestrian and Bike Facilities														
Document Review		7			5		3		18					
Coordination		5			3									
	Task 4.4 Hours:	12		Ì	8		3		18			1		
	Task 4.4 Fees:	\$	3,060.00	\$	2,360.00	\$	600.00	\$	2,700.00	\$	-	\$	8,720.00	
4.5 - Future Transportation Facilities												İ		
No-Build Synchro		4			1		8		25					
TDM Model Update		5			35		1		12					
MOE Research No-Build		12			6		18		72					
Emergency Routing		5			12		12		15					
Build Synchro		27			9		20		95					
MOEs Build		7			7		12		25					
	Task 4.5 Hours:	60			70		71		244			1		
	Task 4.5 Fees:	\$	15,300.00	\$	20,650.00	\$	14,200.00	\$	36,600.00	\$	-	\$	86,750.00	
4.6 - Concept Plans							•	Ė		Ė		Ť.		
Assumes Maximum 10 Intersection Concepts		12			4		25		180	\$	1,500.00			
Assumes 10 Maximum Intersection OPCCs		5			3		8		60	T.	,			
							-			1				
	Task 4.6 Hours:	17			7		33		240	1				
	Task 4.6 Fees:	\$	4,335.00	\$	2,065.00	\$	6,600.00	\$	36,000.00	\$	1,500.00	\$	50,500.00	
4.7 - Deliverables			.,		_,	-	-,3.00	1	,	1	_,	Ť	22,220.00	
Future Conditions Report		18			9		12		27	1				
ruture conditions keport	Task 4.7 Hours:	18			9		12		27					
	Task 4.7 Fees:		4.590.00	\$	2.655.00	Ś	2.400.00	Ś	4.050.00	Ś		Ś	13,695.00	
	103N 7.7 1 CC3.	Y	7,550.00	7	2,055.00	7	2,400.00	٧ .	+,050.00	Kimle			13,033.00	

Task 5 - Public Engagement/Involvement	Project Manager/Senior Professional I \$ 255.00				Professional \$ 200.00		Analyst	Expenses		Task Fees	
							150.00				
5.1 - Project Branding											
Best Practices Assessment	3				6		12				
Task 5.1 Hours:	3		0		6		12				
Task 5.1 Fees:	\$ 76	5.00	\$ -	\$	1,200.00	\$	1,800.00	\$ -	\$	3,765.00	
5.2 -Website											
Management	8		2		10			\$ 1,000.00			
Task 5.2 Hours:	8		2		10		0				
Task 5.2 Fees:	\$ 2,04	0.00	\$ 590.00	\$	2,000.00	\$	-	\$ 1,000.00	\$	5,630.00	
5.3 Web Based Technology											
Management	9		6		18			\$ 1,000.00			
Task 5.3 Hours:	9		6		18		0				
Task 5.3 Fees:	\$ 2,29	5.00	\$ 1,770.00	\$	3,600.00	\$	-	\$ 1,000.00	\$	8,665.00	
5.4 Public Meetings											
Public Meetings #1/#2 (Including Prep, 5 ppl)	30		10		20		40	\$ 2,000.00			
Public Meeting #3/#4 (Including Prep, 5 ppl)	30		10		20		40	\$ 2,000.00			
Task 5.4 Hours:	60		20		40		80				
Task 5.4 Fees:	\$ 15,30	0.00	\$ 5,900.00	\$	8,000.00	\$	12,000.00	\$ 4,000.00	\$	45,200.00	
5.5 - Stakeholder Meetings							_				
In Person Meeting (Assume 4, 3 ppl)	18				12		4	\$ 1,000.00			
Virtual (Assume 8, 3 ppl)	10				10		5				
Task 5.5 Hours:	28		0		22		9				
Task 5.5 Fees:	\$ 7,14	0.00	\$ -	\$	4,400.00	\$	1,350.00	\$ 1,000.00	\$	13,890.00	
			·					Kimley-Horn Fee:	\$	77,150.00	

Task 6 - Corridor Documentation	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees	
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00			
6.1 Action Plan (Compilation of Task 1-5 + Recs)							
Action Plan	25	15	27	72			
Coordination	15	5		18			
Task 6.1 Hours	40	20	27	90			
Task 6.1 Fees	\$ 10,200.00	\$ 5,900.00	\$ 5,400.00	\$ 13,500.00	\$ -	\$ 35,000.00	
					Kimley-Horn Fee:	\$ 35,000.00	

# CORRIDOR STUDY US 278/US 278 BUS FROM US 17 TO SEA PINES CIRCLE BEAUFORT & JASPER COUNTIES

### SCOPE OF SERVICES US 278 Corridor Study

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### SCOPE OF SERVICES US 278 Corridor Study

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### PROJECT DESCRIPTION

US 278 corridor is growing rapidly, and Beaufort County in association with Jasper County desires to map out and address congestion, safety, and mobility concerns along the corridor in a systematic manner. Beaufort County proposes to evaluate improvements along US 278/US 278 BUS from US 17 to Sea Pines Circle in Beaufort and Jasper Counties, South Carolina. The length of US 278 corridor is approximately 30 miles and is identified in Figure 1. The length of time to perform this study and stakeholder coordination is approximately 14 months. The US 278 Corridor Study will be a guide for South Carolina Department of Transportation (SCDOT) and the local public agencies that adequately addresses the traffic impacts associated with existing and future development along the corridor.

The US 278 corridor is a heavily traveled primary corridor serving City of Hardeeville, Town of Bluffton, Okatie (unincorporated community), Town of Hilton Head Island, Jasper County, and Beaufort County. Sections of US 278 have higher traffic volumes than Interstate 95 (I-95), and the typical section varies throughout, consisting of four-lane divided, six-lane divided, eight-lane divided, and five-lane. The corridor also contains multiple signalized intersections and interchanges at I-95, SC 170, Bluffton Parkway, Cross Island Parkway/William Hilton Boulevard/Gumtree Road, and Marshland Road.

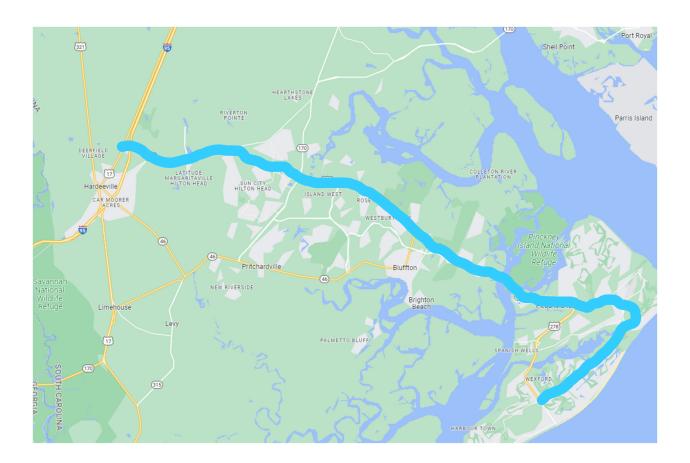
For the future success of the US 278 corridor, it must function as a street that can handle congestion, safety, and mobility needs, as well as consider how community and transportation improvements fit as a consistent plan along the corridor. Data collection will be critical to validating capacity analysis (LOS), traffic operations, addition, deletion and coordination of traffic signals, network connectivity, and access management along the corridor.

The preferred design will consider all users and land uses along the corridor to create an implementation plan that can be adopted by the stakeholders. The proposed improvements could consider short-term improvements, such as installing traffic signals, lighting, improved crossings, and radius improvements; mid-term improvements, such as installing turn lanes with traffic signals and medians for access management; long-term improvements, such as widening, on/off ramp reconfiguration, new interchanges, intersection re-alignment, and backage roads. It will also include the preferred alternative for the I-95 Exit 8 interchange, as proposed by others. Depending upon the study findings, this may not recommend a widening for the entire length but may recommend improvements for some sections of the corridor.

Corridor improvements will also implement bicycle and pedestrian accommodations to comply with SCDOT's Complete Streets Policy, Beaufort County CONNECTS, and Jasper's Journey Comprehensive Master Plan 2018.

This project is a LATS study and is being administered by Beaufort County. Funding will be provided through SCDOT's LPA Office. This study will incorporate and evaluate other developed plans. Building on those efforts this study will establish a complete plan for the US 278 corridor. Coordination will also be conducted during the study with each local government and SCDOT to solicit input and form a consensus on the future of the 30-mile corridor.

Figure 1 Project Location



### 1. PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination between Beaufort County and the Consultant. Beaufort County and the Consultant will work collaboratively during the entire production process. This task includes coordination and correspondence with Beaufort County, management of study efforts, as well as management of the Consultant's sub-consultants and team members.

### 1.1. Coordination Meetings

Consultant staff will meet with Beaufort County throughout the duration of the project to discuss project work items and general project coordination.

Assume six (6) meetings [three (3) in-person and three (3) virtual meetings]. The Consultant will prepare meeting agendas and meeting materials as well as record the minutes of each meeting in which it participates and distribute to the appropriate personnel.

### 1.2. Monthly Invoice / Status Reports

With every monthly invoice, the Consultant's Project Manager will prepare a monthly status report. This report will identify work conducted during that month as well as work anticipated in the upcoming month, along with any items needed from Beaufort County.

### 1.3. Deliverables

- ✓ Agendas, meeting materials, and meeting minutes
- ✓ Invoices and status reports

### 2. SYSTEM / FACILITY IDENTIFICATION

The Consultant in cooperation with local planners will identify the existing and proposed transportation facilities; roadways (minor collectors, major collectors, arterials, highways, and freeways), interchanges, and major intersections (unsignalized and signalized); sidewalk and bikeway/path systems and public transit routes (local and from outside the area).

In cooperation with the same parties, the Consultant will also identify existing and proposed land developments within the county; activity centers, neighborhoods, and recreation facilities with the potential to support transit, walking, and bicycling.

### 2.1. Overview of Previous Work

The Consultant will obtain information concerning planned and approved development projects affecting traffic within the corridor area from LATS, Beaufort County, Jasper County, Town of Hilton Head Island, Town of

Bluffton, City of Hardeeville, and SCDOT. Information concerning projected land uses, zoning and development planning documents will also be obtained.

### 2.2. Existing Plan Assessment and Coordination

The Consultant will Identify any conflicts or synergy with existing or proposed projects within and adjacent to the planning area, to include, but not be limited to:

- Corridor and New Alternate Feasibility Study SC 46 / SC 315 from SC 170 to US 17
- US 278 Corridor Study Whyte Hardee Road to Argent Boulevard
- US 278 Corridor Study Argent Boulevard to SC 170
- I-95 Improvements MM 0 to MM 8
- LCOG SC 170 Corridor Access Management Study Okatie Center Blvd S to SC 462
- US 278 Bridge Replacement and Corridor Improvements: various studies – Moss Creek Dr/Buckingham Plantation Dr to Wild Horse Rd/Spanish Wells Rd
- SC 170 Corridor Study SC 46 to US 21 Bus. (Boundary St)

The Consultant will evaluate which components fit the overall corridor context of this study and which elements may be suitable for revisions. Recommendations from each of these prior projects will be considered.

### 2.3. Deliverables

- ✓ Incorporate future trip generators for final report
- ✓ Summarize management systems for final report
- ✓ Summarize existing plan assessment for final report

### 3. DATA COLLECTION

### 3.1. IMPACTS ANALYSIS

The impacts analysis task will perform a "high-level" identification of the natural environment and human impacts that could likely be affected by any of the candidate US 278 improvement alternatives. Typical elements to be identified and mapped would include:

- Natural Resources/Endangered Species
- Wetlands/Water Quality
- Farmlands
- Hazardous Materials/Underground Storage Tanks
- Cultural Resources (Historical/Archaeological)
- Residential/Business Displacements
- Land Use/Community Impacts

### Section 4(f)/6(f) properties

The above information will be developed through the Consultant research of existing documented materials as well as field visits by the Consultant team. No detailed site exploration work is anticipated in this task. The sensitive resources noted above would be mapped with the study corridor in a GIS format.

### 3.2. Field Investigation

The Consultant will conduct a field visit to examine the existing roadway conditions and adjacent land use characteristics present within the study area as well as to document any existing deficiencies or safety concerns. Observations may include, but not be limited to, the following: existing speed limits, geometrics, lane assignments, type and length of turn lanes, traffic control, signage, pavement markings, signal configuration, signal design details, signal timings, pedestrian and bicyclist accommodations, clear zone, sight distance, driveway access, and any other pertinent field data or safety concerns.

### 3.3. Roadway Data Collection

This will include obtaining available roadway plans from SCDOT and local entities to determine geometry, rights-of-way, access management, multimodal facilities, and supporting utilities and infrastructure.

### 3.4. Land Use Data Collection

Available land use and relevant geographic information system (GIS) data would be provided by Beaufort County, Jasper County, LCOG, and local municipalities. Consultant will gather publicly available GIS data relevant to the study area, and the Consultant will coordinate with local jurisdictions to review future traffic impacts and traffic patterns.

### 3.5. Crash Data Collection

At the request of Beaufort County, the SCDOT Traffic Office will provide the study with recent crash data from South Carolina Department of Public Safety (SCDPS).

### 3.6. Traffic Volume Data Collection

The Consultant will obtain class / volume ADT tube counts on a typical weekday while the local public schools are in session at strategic locations along the corridor.

Twenty (20) locations along US 278 are anticipated.

The Consultant will obtain turning movement counts for capacity analysis in the study area or utilize recent counts from available studies. Turning

### SCOPE OF SERVICES US 278 Corridor Study

movement counts will be collected between 7:00 and 9:00 AM and 2:00 and 6:00 PM in 15-minute intervals on a typical weekday while the local public schools are in session. Fifty-five (55) locations along US 278 are anticipated. Additional turning movement counts for traffic signal warrant analysis are not included.

- 1. US 278 (Independence Blvd) at US 17
- 2. US 278 (Independence Blvd) at I-95 SB Ramps\*
- 3. US 278 (Independence Blvd) at I-95 NB Ramps
- 4. US 278 (Independence Blvd) at Henry Moss Blvd\*
- 5. US 278 (Independence Blvd) at John Smith Rd
- 6. US 278 (Independence Blvd) at Brickyard Rd
- 7. US 278 (Independence Blvd) at Latitude Blvd/Lakeside Blvd N\*
- 8. US 278 (Independence Blvd) at Auto Mall Blvd
- 9. US 278 (Independence Blvd) at Argent Blvd
- 10. US 278 (Independence Blvd) at S Campus Dr/D Mark Cummings Rd\*
- 11. US 278 (Fording Island Rd) at University Blvd/ New River Parkway
- 12. US 278 (Fording Island Rd) at University Blvd
- 13. US 278 (Fording Island Rd) at Sun City Blvd\*
- 14. US 278 (Fording Island Rd) at Okatie Center Blvd S/Palmer Grace Dr

W\*

- 15. US 278 (Fording Island Rd) at SC 170 EB & WB Ramps
- 16. US 278 (Fording Island Rd) at Hampton Parkway/Pepper Hall Rd
- 17. US 278 (Fording Island Rd) at Toyota Dr/Graves Property\*
- 18. US 278 (Fording Island Rd) at Buckwalter Parkway\*
- 19. US 278 (Fording Island Rd) at St. Gregory Dr\*
- 20. US 278 (Fording Island Rd) at John Smith Lane
- 21. US 278 (Fording Island Rd) at Whiteoaks Cir/Rose Hill Way\*
- 22. US 278 (Fording Island Rd) at Buck Island Rd/Belfair Oaks Dr\*
- 23. US 278 (Fording Island Rd) at Simmonsville Rd/Belfair Village Dr\*
- 24. US 278 (Fording Island Rd) at SC 46/Waterford Dr\*
- 25. US 278 (Fording Island Rd) at Target/The Home Depot\*
- 26. US 278 (Fording Island Rd) at Burnt Church Rd/Trimblestone Rd\*
- 27. US 278 (Fording Island Rd) at Sawmill Creek Rd/Tanger Outlet 1\*
- 28. US 278 (Fording Island Rd) at Malphrus Rd/ Colleton River Dr\*
- 29. US 278 (Fording Island Rd) at Tanger Outlet 2\*
- 30. US 278 (Fording Island Rd) at Moss Creek Dr/Buckingham Plantation

Dr\*

- 31. US 278 (William Hilton Pkwy) at Bluffton Parkway
- 32. US 278 (William Hilton Pkwy) at Pinckney Wildlife Refuge
- 33. US 278 (William Hilton Pkwy) at Blue Heron Point Rd

- 34. US 278 (William Hilton Pkwy) at Gateway Dr/Crosstree Dr\*
- 35. US 278 (William Hilton Pkwy) at Squire Pope Rd\*
- 36. US 278 (William Hilton Pkwy) at Spanish Well Rd/Wild Horse Rd\*
- 37. US 278 Bus. (William Hilton Pkwy) at Gumtree Rd\*
- 38. US 278 Bus. (William Hilton Pkwy) at Wilborn Rd/Jarvis Park Rd\*
- 39. US 278 Bus. (William Hilton Pkwy) at Pembroke Dr/Museum St\*
- 40. US 278 Bus. (William Hilton Pkwy) at Whooping Crane Way/Indigo Run

Dr\*

- 41. US 278 Bus. (William Hilton Pkwy) at Garner Dr\*
- 42. US 278 Bus. (William Hilton Pkwy) at Mathews Dr\*
- 43. US 278 Bus. (William Hilton Pkwy) at Dillon Rd\*
- 44. US 278 Bus. (William Hilton Pkwy) at Coggins Point Rd\*
- 45. US 278 Bus. (William Hilton Pkwy) at Beachwood Dr\*
- 46. US 278 Bus. (William Hilton Pkwy) at Folly Field Rd/Mathews Dr\*
- 47. US 278 Bus. (William Hilton Pkwy) at Singleton Beach Rd\*
- 48. US 278 Bus. (Cross Island Parkway) at Point Comfort Rd/Arrow Rd\*
- 49. US 278 Bus. (William Hilton Pkwy) at Shelter Cove Ln\* (NW)
- 50. US 278 Bus. (William Hilton Pkwy) at Shelter Cove Ln\* (by HH Tavern)
- 51. US 278 Bus. (William Hilton Pkwy) at King Neptune Way/Queens Folly

Rd\*

- 52. US 278 Bus. (William Hilton Pkwy) at Queens Way\*
- 53. US 278 Bus. (William Hilton Pkwy) at Wexford Dr/Shipyard Dr\*
- 54. US 278 Bus. (William Hilton Pkwy) at Arrow Rd\*
- 55. US 278/US 278 Bus. (Palmetto Bay Rd/William Hilton Rd) at Pope Ave,

Greenwood Dr\*\* (Sea Pines Circle)

- \* Denotes Signalized Intersection
- \*\*Denotes Roundabout

### 3.7. Existing Transportation Facilities

With the information obtained from the Data Collection Task, the Consultant will perform the following:

- AM / PM peak capacity analysis, Levels of Service (LOS) for roadway segments, interchanges, and intersections using Syncro Software and report 95<sup>th</sup> percentile queues
- Arterial analysis to obtain travel time delay using Syncro / SIM traffic or Highway Capacity Software
- Travel cost increase
- Excess delay index and delay ratio

The Consultant will also prepare a crash analysis based on various crash characteristics such as lighting conditions, crash type, contributing factors, pavement conditions, etc. Crashes will also be mapped using GIS to

establish any spatial trends in crash locations, The findings of the crash analysis will be used to identify any trends and areas of concern that may be suitable for safety improvements. The findings of this analysis will be communicated with Beaufort County and used to identify areas of focus moving forward in the project.

The Consultant will also review the study area and prepare an inventory of existing land use data, roadway geometry data, multimodal facilities, and supporting utilities and infrastructure.

### 3.8. Deliverables

- ✓ Deficiencies of the existing transportation system
- ✓ An analysis that incorporates collected and existing data into future modeling and recommendations

### 4. DATA ANALYSIS

### 4.1. Best Practices

The Consultant will assess best practices in travel demand modeling, land use projections, complete streets, access management, travel demand management, and pedestrian and transit planning for possible application to this study.

### 4.2. MAP-21 / Most Current Federal Guidance

The Consultant will summarize the set of performance measures that address the requirements of the MAP-21 or most current federal guidance. This set of performance measures shall include measures outlined in the current transportation legislation, where a final rule has been established.

- **Safety** To achieve a significant reduction in traffic fatalities and serious injuries on all public roads
- Infrastructure Condition To maintain the highway infrastructure asset system in a state of good repair
- Congestion Reduction To achieve a significant reduction in congestion on the National Highway System
- **System Reliability** To improve the efficiency of the surface transportation system
- Freight Movement and Economic Vitality To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development

- Environmental Sustainability To enhance the performance of the transportation system while protecting and enhancing the natural environment
- Reduced Project Delivery Delays To reduce project costs, promote
  jobs and the economy, and expedite the movement of people and
  goods by accelerating project completion through eliminating
  delays in the project development and delivery process, including
  reducing regulatory burdens and improving agencies' work
  practices

### 4.3. Transit

The Consultant, in cooperation with providers (Lowcountry RTA, Assisted Rides, Neighbor to Neighbor, and SCDOT-OPT for years 2020 to 2045) will determine if and when services are needed. The following will be reviewed:

- Population served
- Existing and future routes
- Stop locations and spacing
- Frequency
- Travel time
- Ridership levels

### 4.4. Pedestrian and Bike Facilities

The Consultant will assess the quality of the walking/biking environment in developed areas along the corridor. The assessment will consider all existing facilities and recommend improvements consistent with SCDOT's Complete Streets Policy, Beaufort County CONNECTS, and Jasper's Journey Comprehensive Master Plan 2018.

### 4.5. Future Transportation Facilities

With the information obtained from tasks 2, 3, and 4, the Consultant will collect historic ADT data from SCDOT and Lowcountry Regional travel demand model volume projections to establish growth rates in vehicular traffic and to forecast Design Year traffic volumes. The design years will be 10 years and 20 years from year 2030, or as directed by Beaufort County. Future scenarios for the AM and PM peak hour:

- 2040 and 2050 No Build
- 2040 and 2050 Build

The following conditions will be evaluated:

- Implementation of recommendations from previous studies
- Trip distribution and traffic assignment
- Design hour volumes (DHV)
- Peak season volumes (ADT)

### SCOPE OF SERVICES US 278 Corridor Study

- Capacity analysis (LOS)
- Traffic operations, including signage and signalization
- Travel time increase (Delay)
- Travel cost increase (vehicle operating cost, time cost, accident cost)
- Excess Delay index and delay ratio
- Addition, deletion and coordination of traffic signals
- Aesthetics
- Ingress / Egress to businesses
- Deficiencies of each scenario
- Network connectivity
- Emergency evacuation
- Induced travel from improvements
- Access management

Using the collected data, Consultant will use land use, demographic, freight traffic, and other regional factors to identify existing development trends to forecast future travel demand. Approved development traffic will be considered with approved development traffic and site plans provided to the Consultant by the local entities.

### Future Conditions, No-Build

Using the existing development trends and historical traffic, Consultant will project future demand along the study area corridors to evaluate and identify anticipated deficiencies. The future analysis will be estimated for an interim year and horizon year, as established by Beaufort County, using the latest version of Synchro traffic analysis software. The future conditions, no-build analysis assumes the existing roadway network remains the same, unless approved developments have committed improvements to the roadway network.

The future conditions no-build may include the US 278 (Independence Blvd) at I-95 ramps improvements as well as traffic diversion that may be a result of the I-95 Exit 3 construction and/or the Bluffton Parkway Extension. The Bluffton Parkway Extension will be analyzed in the SC 46/SC315 Corridor and New Alternate Feasibility Study.

### Future Conditions, Build

Prior to conducting detailed analyses of the identified alternatives, Consultant will review potential alternatives to identify any fatal flaws that will prevent successful implementation of improvements. This assessment will build off previous planning efforts/local knowledge to determine what improvements and new roadway connections can be accommodated without significant impacts to adjacent buildings, natural resources, and/or private properties.

Using the traffic model developed in previous tasks, Consultant will develop traffic models for the Build year. The model will be coded using the future-year traffic projections identified in earlier tasks The Build year volume development may include the US 278 (Independence Boulevard) at I-95 Ramps improvements as well as traffic diversion that may be a result of the I-95 Exit 3 construction and/or the Bluffton Parkway Extension. The Bluffton Parkway Extension will be analyzed in the Corridor Study for SC 46/SC 315 and New Alternate Feasibility Study.

### 4.6. Concept Plans

The Consultant will develop design concepts on aerial imagery for the various transportation improvements. This includes developing CAD designs (15-20%) level of detail for the corridor that show the plan view layout of proposed roadway and bike/ped improvements, existing right of way and property lines per Beaufort County GIS, and approximate new right of way. The concept plans will be presented on 36" color plots at 1"=100' scale. Where the layout permits, the plots will show the corridor in two rows (upper and lower). Approximately 35 sheets are anticipated for the corridor.

Based on these design concepts the Consultant will develop an Opinion of Probable Costs (OPC).

### 4.7. Deliverables

- ✓ Summarize best practices for final report
- ✓ Summarize performance measures for final report
- ✓ Summarize transit data for final report
- ✓ Summarize ped / bike findings and how bike / ped facilities can be addressed in new development for final report
- ✓ Develop two scenarios for growth and traffic modeling for final report
- ✓ Summarize design concepts and cost estimates for final report

### 5. PUBLIC ENGAGEMENT/INVOLVEMENT

The public involvement task has been designed to allow input from the stakeholders and public to the project team as well as the project team to provide information back. The Consultant will develop the following:

### 5.1. Project Branding

The Consultant will develop a branding theme for the corridor study, which will include a project moniker, color scheme, and project logo. The Consultant will incorporate the brand into materials generated by the project team.

### 5.2. Website

Early in the process, the Consultant will coordinate with the Client team to include a webpage (linked to the Client team's preferred website) dedicated to the US 278 Corridor Study. The Consultant will create a website or County/LCOG/other agency can host a webpage on their existing website. The website may include materials provided by the Consultant's past presentations, articles, concept designs, meeting schedules/agenda's, project material, survey questions/results and links to other resources. The Client team may also conduct social media posts such as Facebook or Twitter to enhance public awareness of the project.

### 5.3. Web Based Technology

The Consultant will create an interactive online mapping exercise to solicit public input related to problem areas, needs and potential solutions along the corridor. The interactive online mapping will be hosted for 30 days.

The Consultant will create and host an online (and hardcopy) survey during the outset of the project. The survey will contain up to five (5) questions related to the study area to obtain public input. The purpose of the survey is to collect information relative to corridor perception, issues, problem areas and desired outcomes. The Client team/Consultant will administer hard copies of the survey at select meetings to enhance coverage. The online survey will be hosted for 30 days.

### 5.4. Public Information Meetings

The Consultant will prepare a detailed Public Involvement Plan (PIP) incorporating project branding.

There will be four separate public information meetings during this study. These meetings will be designed in the public meeting open house format, with appropriate boards displaying the alternatives and corresponding handout materials. The Consultant will prepare for and attend the meetings, coordinate with Beaufort County to schedule and advertise, prepare meeting materials, compile public comments and prepare responses, and prepare meeting summary.

The locations for the public meetings will be guided by the Client team/Consultant. The public information meetings will be held to cover each of the corridor sections (Hilton Head Island, Bluffton, and Hardeeville).

<u>Public Meeting 1:</u> Two meetings will be held: 1) Bluffton/Hilton Head Island area and 2) Bluffton/Okatie/Hardeeville area. The purpose of the meeting will be to review the existing and future no-build conditions and obtain public input on the deficiencies found in the existing and no-build analysis.

<u>Public Meeting 2:</u> Two meetings will be held: 1) Bluffton/Hilton Head Island area and 2) Bluffton/Okatie/Hardeeville area. The purpose of the meeting will be to present the preferred alternatives.

### 5.5. LATS Presentation

The Consultant will coordinate and prepare materials for one presentation. It is anticipated that the public presentation will be to LATS presenting study findings and recommended improvements.

### 5.6. Stakeholder Meetings

The Consultant will be prepared to meet with LATS, Jasper County, Town of Hilton Head Island, Town of Bluffton, City of Hardeeville, and SCDOT as applicable to discuss the study. The Consultant will provide plans and project documents to present at the meetings. For scoping purposes, up to twelve (12) meetings are assumed.

With the help of Beaufort County, the Consultant intends to meet with local stakeholders individually or as a group. The first meeting will be in person to describe the process, discuss traffic findings, and tabulate concerns in their governing sections. The second meeting will be virtual where the Consultant and Beaufort County will present the results.

At the conclusion of the local stakeholder coordination the Consultant and Beaufort County will present the results to SCDOT.

### 5.6. Deliverables

- ✓ Branding Guidelines
- ✓ Website content and updates
- ✓ Public Involvement Plan
- ✓ Public Information Meeting Staff and Materials
- ✓ LATS Presentation Meeting Staff and Materials
- ✓ Other meeting staff and materials

### 6. CORRIDOR STUDY DOCUMENTATION

Prior to conducting detailed analyses of the identified alternatives, the Consultant will review potential alternatives to identify any major challenges that could prevent successful implementation of improvements. This assessment will build off previous planning efforts/local knowledge to ascertain the level of effort required to implement improvements and new roadway connections that would adversely impact adjacent buildings, natural resources, and/or private properties. The traffic data will be studied to determine the anticipated future traffic volumes in the corridor and to assess the need for widening a portion or the entire corridor. The various concept plans and cost estimates will be analyzed to determine the most feasible recommendations for this corridor. This Action Plan will provide an implementation strategy based upon measures of effectiveness (LOS, V/C, delay, travel time, speed, queuing, etc.) that prescribes a time-based schedule of improvements (ex: intersection fails in 2030, given a 18 month project schedule, the recommended improvements should be advertised by fall of 2028), overall project costs, and outlines the order of responsibility for funding and implementing (ex: County funds "X" improvement, SCDOT implements; County funds "X" improvement, County implements; or Municipality funds "X" improvement, County implements, etc.)

### 6.1. Deliverables

- ✓ Electronic PDF of the draft report will be submitted to Beaufort County for initial review and comment
- ✓ Electronic PDF copy of the Final report with executive summary and one page fact sheet

### 7. EXCLUSIONS

The following services are not provided in this scope:

- Field Surveys
- Crash Diagram Analysis
- Benefit / Cost Analysis
- Environmental investigations, detailed site exploration work, NEPA, and other permitting
- Utility Coordination
- Grant Writing

### **ITEM TITLE:**

Recommendation of a contract award to Stantec for the SC 170 Regional Corridor Study. (\$400,000)

### **MEETING NAME AND DATE:**

Public Facilities and Safety Committee, November 18, 2024

### PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Infrastructure

5 Minutes

### **ITEM BACKGROUND:**

This project is a Lowcountry Area Transportation Study (LATS) initiative to address congestion, safety, and mobility concerns along the SC 170 corridor. The SC 170 corridor is growing rapidly, and this study will be a guide for South Carolina Department of Transportation (SCDOT) and the local public agencies that adequately addresses the traffic impacts associated with existing and future development along the corridor. Beaufort County has been authorized as a Local Public Agency (LPA) by SCDOT to administer the project.

### **PROJECT / ITEM NARRATIVE:**

Beaufort County proposes to evaluate transportation improvements along SC 170 from US 21 BUS. (Boundary Street) to SC 46 (May River Road) in Beaufort County, South Carolina. For the future success of the SC 170 corridor, it must function as a street that can handle congestion, safety, and mobility needs, as well as consider how community and transportation improvements fit as a consistent plan along the corridor. Data collection will be critical to coordination of traffic signals, network connectivity, and access management along the corridor. The length of SC 170 is approximately 24 miles.

Stantec was selected from our on-call traffic engineering list. As part of the LPA approval process with SCDOT, the scope was first negotiated with the consultant and SCDOT oversight. Once agreed upon, the level of manhour effort and overall fee was negotiated with the consultant and SCDOT oversight.

### **FISCAL IMPACT:**

Total Cost of Contract is \$400,000.00. The project is funded 100% (\$400,000.00) with federal guideshare funds through LATS. The funds will be encumbered from Southern Beaufort County Impact Fees account 2300-30-0000-54500-SOUTH with a balance of \$3,500,000.

### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of a contract award to Stantec for the SC 170 regional corridor study.

### **OPTIONS FOR COUNCIL MOTION:**

Approve/deny the contract award to Stantec for the SC 170 regional corridor study.

Next Steps: Move forward to County Council on 11/25/24 for approval/denial of contract award.

MANHOUR	& FEE	E ESTIMATE WORKBOOK	SI <sub></sub>
Project Informati	ion		Labor Multipliers
Project Name Project Phase of	_		Overhead Rate         165.248 %         a           FCCM Rate         0.185 %         b           Fixed Fee Rate         10.000 %         c
Project Location CM Number/D Contract Design	Descriptor	Beaufort County	Average Overhead Rate Combined Multiplier $ \begin{array}{c c} Average & 164.810 \% & d \\ \hline 2.9191 & (1+a) + ((1+d) \%) \end{array} $
Consultant Infor	mation		Staff Classifications
Firm Name Certified DBE Reviewer Nam	-	Stantec Consulting No	All staff classifications and base rates should be entered on "Setup 2"
Submittal Date			Non-salary Direct Expenses
Estimate Type		Prime Consultant	Expense descriptions, units and unit rates should be entered on "Setup 3"
Task Identificatio	on		-
Active	Task	Description	
<b>✓</b>	01	PROJECT MANAGEMENT	
<b>V</b>	02	SYSTEM / FACILITY IDENTIFICATION	
<b>V</b>	03	DATA COLLECTION	
J	04	DATA ANALYSIS	

✓ ✓ 06 PUBLIC INVOLVEMENT CORRIDOR STUDY DOCUMENTATION 23 24 

No subconsultant involvement has been identified for this estimate

Details of subconsultant involvement should be added on "Setup 4"

### Geotechnical Testing Direct Expenses

	Assigned to:
Testing Direct Expenses, Worksheet 1	-
Testing Direct Expenses, Worksheet 2	-
Testing Direct Expenses, Worksheet 3	-
·	

Stantec Consuming
MFE Version 4.0.7

Project	Fee	Summary	

		wn by Task													
	Task	Task Description				Labor		Directs	Subs		7	Total .			
	01	PROJECT MANAGEMENT			\$	27,062.18	\$	373.50 \$				27,435.68	7.5%		
	02	SYSTEM / FACILITY IDENTIFICATION			\$	15,433.61		- \$				15,433.61	4.2%		
	03	DATA COLLECTION			\$	34,196.21		20,097.00 \$		-		54,293.21	14.9%		
	04	DATA ANALYSIS			\$	126,787.84		- \$				26,787.84	34.8%		
	05 06	PUBLIC INVOLVEMENT			\$ \$	80,244.71		10,947.50 \$				91,192.21	25.0%		
	07	CORRIDOR STUDY DOCUMENTATION (inactive)			2	49,140.83	3	- 5		•	3	49,140.83	13.5%		
	08	(inactive)													
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	25	(inactive)													
			Totals		\$	332,865.38	\$	31,418.00 \$			\$ 3	64,283.38			
antoc C	onsulting			98		99		100		101		103	105		
Task	Task Descrip	tion	Dire	et Labor		Overhead		Fixed Fee	FCCM	101	Lab	or Total	Directs		Total
01		ANAGEMENT	S	9,270.60	s	15,319.49	s	2,454.95 \$		7.14		27,062.18		S	27,435.0
02		ACILITY IDENTIFICATION	s	5,287.04		8,736.73		1,400.06 \$		0.78		15,433.61		\$	15,433.
03	DATA COLL	ECTION	\$	11,714.48	\$	19,357.94	\$	3,102.11 \$	21	.68	\$	34,196.21	\$ 20,097.00	\$	54,293.
04	DATA ANAI	YSIS	\$	43,433.28	\$	71,772.63	\$	11,501.57 \$	80	0.36	\$	126,787.84	s -	\$	126,787.
05	PUBLIC INV		\$	27,489.16		45,425.29		7,279.41 \$		0.85		80,244.71			91,192.
06		STUDY DOCUMENTATION	S	16,834.00	\$	27,817.86	\$	4,457.82 \$	31	.15	\$	49,140.83	\$ -	\$	49,140.8
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23 24	(inactive)	Totals	s	114,028.56	\$	188,429.94	\$	30,195.92 \$	210	0.96	s	332,865.38	\$ 31,418.00	\$	501,205.
23 24	(inactive)	Totals	s	114,028.56 (A)		188,429.94 ( <b>B</b> )	\$	30,195.92 \$		).96 ( <b>D</b> )	\$	332,865.38 (E)	\$ 31,418.00 (F)		301,203.
23 24 25			s			(B)		(C)			\$				301,203.
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23 24 25 <b>mmary</b>	of DBE Qua	llifying Fees Total Fee Qual. Percer			-	(B)	Fee	(C)			\$				114,028.
23 24 25 mmary	of DBE Qua	llifying Fees  Total Fee Qual. Percer	ıtage Quali	(A)	-	(B)	Fee	(C) e Summary A - Direct Labor	1.65248	(D)			(F)		114,028. 188,429. 30,195.
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Stantec Consulting

### Task 01: PROJECT MANAGEMENT

PRIME CONSULTANT

anhours			Task To	tal: \$27,4	35.68	Project 7	Гotal: \$36	4,283.38				MFE V	ersion 4.
	A	В	С	D	Е	F	G	н	I	J	К	L	М
Staff Classification	Project Manager	Sr. Transportation Engineer	Jr. Transportation Engineer/EIT	Sr. Traffic Engineer	Jr. Traffic Engineer/EIT							,	
Staff Classification Rate	\$74.62	\$59.82	\$34.86	\$67.92	\$34.28								
Manhour Totals by Classification: for T		20		20									
ub-task for Project	266	254	672	322	564								
1.0. PROJECT MANAGEMENT 1.1. Coordination Meetings	70	20		20									
1.2. Monthly Invoice / Status Reports	20	20		20									
1121 Monany Invoice / Santas Reports	20												
													_
													-

Fee Determination for Labor	
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Staff Classification	Hours	Rate	Di	rect Labor	 Overhead		Fixed Fee	FCCM	L	abor Total
			-		165.25%	(A +	(A x 1.64)) x 0.1	0.19%		
Project Manager	90	\$74.62	\$	6,715.80	\$ 11,097.73	\$	1,778.41	\$ 12.42	\$	19,604
Sr. Transportation Engineer	20	\$59.82	\$	1,196.40	\$ 1,977.03	\$	316.82	\$ 2.21	\$	3,49
Jr. Transportation Engineer/EIT		\$34.86	\$	-	\$ -	\$	-	\$ -	\$	
Sr. Traffic Engineer	20	\$67.92	\$	1,358.40	\$ 2,244.73	\$	359.72	\$ 2.51	\$	3,96
Jr. Traffic Engineer/EIT		\$34.28	\$	-	\$ -	\$	-	\$ -	\$	
-			\$	-	\$ -	\$	-	\$ -	\$	
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Task Totals for Lal	bor 130		S	9,270.60 (A)	\$ 15,319.49 (B)	S	2,454.95 (C)	\$ 17.14 (D)	\$	27,06

Non-salary Direct Expenses	Non-sa	larv Direct	Expenses
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	Expense Description	Quantity	Units		 Unit Cost	10	otai Cost
1	Per Diem, without Overnight Stay	4	days	@	\$ 44.25 per day	\$	177.00
2	Mileage	300	miles	<b>a</b>	\$ 0.655 per mile	\$	196.50

									// 40
3	-	-		@	\$		\$	-	Item 19.
4	-	-		(a)	\$		\$	-	
5		-		<b>@</b>	\$		\$	-	
6	-	-		(a)	\$		\$	-	
7	-	-		@	\$		\$	-	
8	-	-		(a)	\$		\$	-	
9	-	-		(a)	\$		\$	-	
10	-	-		(a)	\$		\$	-	
11	-	-		<u>@</u>	\$		\$	-	
12	-	-		@	\$		\$	-	
13	-	-		<u>@</u>	\$		\$	-	
14	-	-		(a)	\$		\$	-	
15	-	-		(a)	\$		\$	-	
16	-	-		(a)	\$		\$	-	
							\$	-	
							\$	-	
				Task Tot	al for No	on-salary Direct Expenses	\$	373.50	
						-		(F)	
Subconsi	ıltant Involvement								
				•		E 6	٠	C T1-	
DBE %	Subconsultant	Total Fee for Task	Manhours			rees	summai	y for Task	
					Α	Direct Labor			\$ 9,270.60
	B Overhead: A x 1.65248						\$ 15,319.49		
					C	Fixed Fee: (A + (A x 1.		.1	\$ 2,454.95
					Ď	FCCM: A x 0.00185	,, 0		\$ 17.14
						1 CC.11. 11 X 0.00103			 

Labor Total

Non-salary Direct Expenses Subconsultant Fees

Task Total

27,062.18

27,435.68

\$

373.50

--------Task Total for Non-salary Direct Expenses Subconsultant Involvement Fee Summary for Task Total Fee for Task Manhours DBE % Subconsultant 5,287.04 8,736.73 1,400.06 9.78 A B C D Direct Labor Overhead: A x 1.65248 Fixed Fee: (A + (A x 1.6481)) x 0.1 FCCM: A x 0.00185 15,433.61 Non-salary Direct Expenses Subconsultant Fees Task Total 15,433.61

Stantec Consulting

Task 03: DATA COLLECTION PRIME CONSULTANT MFE Version 4.0.7 Manhours Jr. Transportation Engineer/EIT Environmental Specialist Jr. Traffic Engineer/EIT Sr. Transport Engineer Sr. Traffic Engineer Sr. Environ Specialist Staff Classification Rate \$74.62 \$59.82 \$34.86 \$67.92 \$34.28 \$45.25 \$39.80 Manhour Totals by Classification 16 36 104 8 16 Sub-task for Project 3.0. DATA COLLECTION 3.1. Impacts analysis
3.2. Field Investigation 24 60 16 Crash Data Collection 3.4. Traffic Volume Data Collection
3.5. Existing Transportation Facilities 4 80 Fee Determination for Labor Fixed Fee (A+(Ax1.64)) x 0.1 S 316.16 S 126.73 S 147.70 S 647.49 S 944.08 S 27.75 S 27.75 S Staff Classification Hours Rate Direct Labor Overhead FCCM Labor Total 165.25% (A + (A x 1,972.93 \$ 16 \$74.62 \$ 8 \$59.82 \$ 16 \$34.86 \$ 36 \$67.92 \$ 104 \$34.28 \$ Project Manager
Sr. Transportation Engineer
Jr. Transportation Engineer/EIT
Sr. Traffic Engineer
Jr. Traffic Engineer/EIT
Sr. Engineer/EIT 1,193.92 \$ 478.56 \$ 557.76 \$ 2,445.12 \$ 3,565.12 \$ 3,485.22 790.81 \$ 921.69 \$ 4,040.51 \$ 5,891.29 \$ 1,396.99 1,628.18 7,137.64 10,407.09 6.60 Sr. Environmental Specialist Environmental Specialist \$45.25 \$ \$39.80 \$ 1,086.00 \$ 2,388.00 \$ 1,794.59 \$ 3,946.12 \$ 287.58 \$ 632.37 \$ 3,170.18 6,970.91 2.01 4.42 -- ----DBE % 11,714.48 \$ (A) Task Totals for Labor 19,357.94 \$ (B) 3,102.11 \$ (C) 34,196.21 (E) 264 Non-salary Direct Expenses Unit Cost

44.25 per day
0.655 per mile
450.00 per each
450.00 per each Expense Description
Per Diem, without Overnight Stay
Mileage
4-hr TMC 354.00 393.00 18,000.00 1,350.00 ------Task Total for Non-salary Direct Expenses 20,097.00 (F) Subconsultant Involvement Fee Summary for Task Total Fee for Task Manhours DBE % Subconsultant 11,714.48 19,357.94 3,102.11 21.68 Direct Labor Overhead: A x 1.65248 Fixed Fee: (A + (A x 1.6481)) x 0.1 FCCM: A x 0.00185 C D E 34,196.21 Non-salary Direct Expenses Subconsultant Fees 20,097.00 54,293.21 Task Total

SC 170 Corridor Study Beaufort County

Ort County Stantec Consulting

Task 04: DATA ANALYSIS PRIME CONSULTANT Task Total: \$126,787.84 | Project Total: \$364,283.38 MFE Version 4.0.7 Manhours Jr. Transportation Engineer/EIT Jr. Traffic Engineer/EIT Sr. Transport Engineer Sr. Traffic Engineer Staff Classification Rate \$74.62 \$59.82 \$34.86 \$67.92 \$34.28 Manhour Totals by Classification 20 104 500 132 272 Sub-task for Project 4.0. DATA ANALYSIS Best Practices
MAP-21 / Most Current Federal Guidance Transit 8 4.4. Pedestrian and Bike Facilities
 4.5. Future Transportation Facilities
 4.6. Design Concepts 4 16 80 16 200 80 500 Fee Determination for Labor Labor Total Staff Classification Hours Rate Direct Labor Overhead Fixed Fee FCCM Fixed Fee
(A + (A x 1.64)) x 0.1

\$ 395.20 \$
\$ 1,647.46 \$
\$ 4,615.64 \$
\$ 2,374.14 \$
\$ 2,469.13 \$ 165.25% (A + (A x 2,466.16 \$ 10,280.54 \$ 28,802.73 \$ 20 \$74.62 \$ 104 \$59.82 \$ 500 \$34.86 \$ 132 \$67.92 \$ 272 \$34.28 \$ Project Manager Sr. Transportation Engineer Jr. Transportation Engineer/EIT Sr. Traffic Engineer Jr. Traffic Engineer/EIT 4,356.52 18,160.79 50,880.62 26,171.38 27,218.53 1,492.40 \$ 6,221.28 \$ 17,430.00 \$ 8,965.44 \$ 9,324.16 \$ 16.59 17.25 15,407.99 \$ --DBE % 43,433.28 \$ (A) 11,501.57 \$ (C) Task Totals for Labor 71,772.63 \$ (B) 126,787.84 (E) 1,028 Non-salary Direct Expenses Unit Cost Total Cost Expense Description --------Task Total for Non-salary Direct Expenses Subconsultant Involvement Fee Summary for Task Total Fee for Task Manhours DBE % Subconsultant 43,433.28 71,772.63 11,501.57 80.36 A B C D Direct Labor Overhead: A x 1.65248 Fixed Fee: (A + (A x 1.6481)) x 0.1 FCCM: A x 0.00185 126,787.84 Non-salary Direct Expenses Subconsultant Fees Task Total 126,787.84

Stantec Consulting

Task 05: PUBLIC INVOLVEMENT PRIME CONSULTANT MFE Version 4.0.7 Manhours Sr. Transportation Engineer Jr. Transportation Engineer/EIT Jr. Traffic Engineer/EIT Sr. Traffic Engineer Transport Planner Staff Classification Rate \$74.62 \$59.82 \$34.86 \$67.92 \$34.28 \$60,54 Manhour Totals by Classification 108 82 56 62 32 Sub-task 5.0. PUBLIC INVOLVEMENT for Project 5.1. Website5.2. Web Based Technology5.3. Public Information Meetings 8 32 32 32 32 64 5.4. LATS Presentation 5.5. Stakeholder Meetings 8 8 30 60 30 Fee Determination for Labor Labor Total Staff Classification Hours Rate Direct Labor FCCM 108 \$74.62 \$
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Jr. Traffic Engineer/EIT
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Per Diem, without Overnight Stay
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Stantec Consulting

Task 06: CORRIDOR STUDY DOCUMENTATION PRIME CONSULTANT Task Total: \$49,140.83 | Project Total: \$364,283.38 MFE Version 4.0.7 Manhours Sr. Transportation Engineer Jr. Transportation Engineer/EIT Jr. Traffic Engineer/EIT Sr. Traffic Engineer Sr. Environ Specialist Environmer Specialist Transport Planner Staff Classification Rate \$74.62 \$59.82 \$34.86 \$67.92 \$34.28 \$60.54 \$45.25 \$39.80 Manhour Totals by Classification 16 40 100 Sub-task 6.0. CORRIDOR STUDY DOCUMENTATION 16 40 100 40 100 32 16 24 Fee Determination for Labor Fixed Fee
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Task Total

### **ITEM TITLE:**

Update presentation on Wimbee Creek Fishing Pier Alternatives (FOR INFORMATION ONLY)

### **MEETING NAME AND DATE:**

Public Facilities and Safety Committee - November 18, 2024

### PRESENTER INFORMATION:

Bryan Bauer, Director of Engineering (15 mins)

Bill Barna, McSweeney Engineers

### **ITEM BACKGROUND:**

McSweeney Engineers conducted inspections of the Wimbee Creek Fishing Pier in 2018 and 2019. As part of the previous reports, McSweeney provided a condition evaluation and repair recommendations for the pier. A informational presentation was given at the Public Facilities meeting on May 28, 2024 in which information on demolition and replacement options were requested. McSweeney has completed their analysis and has provided alternatives.

### **PROJECT / ITEM NARRATIVE:**

Presentation to update alternatives for Wimbee Creek Fishing Pier (FOR INFORMAITON ONLY).

### **FISCAL IMPACT:**

For Information only.

### STAFF RECOMMENDATIONS TO COUNCIL:

For information only

### **OPTIONS FOR COUNCIL MOTION:**

For information only.



## Wimbee Creek Fishing Pier Alternatives and Cost Analysis November 2024





300 W Coleman Blvd. Suite 203B, SC

29464

(843) 974-5621

www.mcsweeneyengineers.com

### Beaufort County, South Carolina Wimbee Creek Fishing Pier Alternatives and Cost Analysis



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### 1.0 INTRODUCTION

### 1.1 Project Site

The Wimbee Creek Fishing Pier is located at the end of Wimbee Landing Road near Dale in Beaufort County, South Carolina. The pier measures approximately 314 ft long by 11 ft wide. The structure is a former railroad trestle of unknown age that has been repurposed for use as a public fishing pier. As such, a new concrete deck and handrail assemblies were placed on the original structure. The figure below provides an aerial view of the Wimbee Creek Fishing Pier.

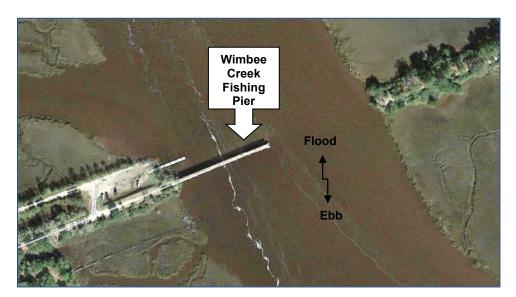


Figure 1. Aerial View of the Wimbee Creek Fishing Pier

McSweeney Engineers conducted routine comprehensive inspections of the structure in 2018 and 2019. The results of those inspections indicated severe deterioration and fire damage to key load bearing elements.

### 1.2 Project Scope

Following the submission of the routine structural inspection reports, McSweeney Engineers, LLC was contacted by Beaufort County Engineering to evaluate possible demolition and replacement alternatives for the site and provide opinion of probable costs associated with each scenario. The scope of this study includes:

- Review of the previous inspection reports
- Evaluate demolition of the existing structure
- Evaluate various potential replacement/upgrades for the site
- Provide an opinion of probable cost for each option

The primary goal of this study is to provide guidance to Beaufort County in determining the most



suitable solution to demolish the Wimbee Creek Fishing Pier and maintain recreational fishing access at Wimbee Creek Landing.

### 2.0 Structure Conditions and Evaluation

### 2.1 2019 Structural Conditions and Evaluation

The last routine inspection of the Wimbee Creek Fishing Pier was conducted on November 7, 2019. Readers are encouraged to read and review the previous inspection report in conjunction with this study; however, the most significant findings are summarized below.

At the time of the previous inspection, the structural condition of the Wimbee Creek Fishing Pier was rated from *Fair* to *Serious*. A brief recap of these ratings is presented below.

### Deck:

• Rated as Fair due to cracks located in concrete surfaces

### Superstructure:

Rated as Poor due to the displacement of the bearing pads

### Substructure:

 Rated as *Poor* to *Serious* due to fire damage and significant deterioration of timber structural elements

### 2.2 2019 Recommendations

The 2019 inspection report noted that the condition of the structure had not changed appreciably since the 2018 inspection; however, the report also indicated that the structure was near the end of its service life due to advanced deterioration of key load bearing elements. With this understanding, the 2019 report provided a generalized list of potential repair strategies and noted that the cost of any repairs should be weighed against the cost of wholesale replacement of the structure.

The following narrative provides several alternatives for Beaufort County to consider all which should supersede the recommendations made in the 2019 report.



### 3.0 Alternatives Analysis

The alternatives discussed in the following sections do not cover <u>every</u> potential option for the structure. The alternatives listed herein present generalized approaches and costs to repair, replacement, and demolition of the structure. Budgetary cost information was obtained from our in-house expertise in marine construction and through discussion with a local marine contractor. The intent is for this document to be used as a decision-making tool for planning and budgeting purposes.

### 3.1 Alternative A – Do Nothing

The "Do Nothing" option was considered during this study. In the short term this option would cost the County nothing; however, the current condition of the fishing pier is a significant safety liability. Therefore, this option is not recommended as it does not satisfy the project goals.

### 3.2 <u>Alternative B – Demolish Existing Pier Only</u>

Alternative B consists of complete removal and disposal of the existing fishing pier and not installing a replacement structure. At an estimated cost of \$650K to \$800K this is the least expensive alternative. The primary drawback associated with this option is the lack of a recreational fishing pier at Wimbee Creek Landing. As such, the demolition only option does not meet the project objective.

### 3.3 Alternative C - Similar Size Fishing Pier Replacement

This alternative considers replacing the existing fishing pier with a similar sized, timber structure built at a lower elevation. As a reference to this study, we estimate that a 300 ft long by 11 ft wide timber fishing pier with timber piles and marine lumber will cost approximately \$350K. Consultant fees are expected to be approximately \$50K. These costs would be in addition to the demolition costs. The total estimated cost for this alternative ranges from \$1.05M to \$1.2M including demolition. It is important to note that the primary drawback of this option is structure longevity. We estimate that the maximum anticipated service life of a new timber structure is 20 years with proper maintenance. In addition, based on our experience at the site, a 300 ft long structure is not necessary for fishing in this location.

### 3.4 Alternative C.1 – Similar Size Fishing Pier Replacement (Upgraded)

This alternative considers upgrading Alternative C with the inclusion of Fiber Reinforced Polymer (FRP) foundation piling and aluminum superstructure. With these upgrades the cost of this option is approximately \$650K to \$750K with an estimated service life of 30 to 40 years. Consultant fees are expected to cost approximately \$70K. We anticipate the total estimated cost of this alternative, inclusive of demolition, to be approximately \$1.3M to \$1.62M. While it is true that utilizing upgraded construction materials significantly extends the service life of the replacement structure, we believe that the projected cost is relatively high and like Alternative C, the length of the structure is unnecessarily long in comparison to what is required to meet the project objectives.



### 3.5 Alternative D - Smaller Pier Replacement with Floating Dock

Alternative D considers replacing the existing fishing pier with a smaller sized, 60 ft long by 11 ft wide timber pier, a 30 ft wide by 20 ft long roofed pier head, and a 5' wide aluminum gangway providing access to an 8 ft wide by 30 ft long floating dock. We estimate that this type of replacement structure will cost approximately \$250K and have a service life of 20 years. Consultant fees are expected to be \$40K. Including the demolition cost of the existing structure, we estimate the total cost of this alternative to range from \$940K to \$1.09M. We believe that the combination of fixed and floating structures will maximize fishability at the site and the size of the structure is commensurate with the number of patrons utilizing the facility. The main drawback to this option is utilizing entirely timber components which significantly reduces service life in comparison to using upgraded components.

### 3.6 Alternative D.1 - Smaller Pier Replacement with Floating Dock (Upgraded)

This alternative considers upgrading Alternative D with the inclusion of Fiber Reinforced Polymer (FRP) foundation piling and aluminum superstructure. With these upgrades the cost of this option is approximately \$400K to \$450K with an estimated service life of 40 to 50 years. Consultant fees are expected to be \$50K. We anticipate the total estimated cost of this alternative, inclusive of demolition, to be approximately \$1.1M to \$1.3M. This option satisfies the project objectives with high service life and median cost.

### 3.7 Alternative E – Expansion of Existing Floating Dock

This alternative considers the demolition of the existing fishing pier and improvement of the existing floating courtesy dock (adjacent to the boat ramp) by adding floating segments for exclusive fishing and crabbing use. The proposed improvement to the floating courtesy dock includes the addition of four new 8 ft wide by 20 ft long aluminum floating dock segments installed in an "L" configuration. The assembly will be moored with prestressed concrete piles. Consultant fees are expected to be \$25K. We estimate this addition to cost approximately \$350,000. Considering the demolition cost of the existing structure, we estimate the total cost of this alternative to range from \$1.025M to \$1.175M. The main drawbacks of this option relate to joint use and accessibility of the structure. This alternative relies on the existing boating infrastructure at the site. As such, there may be conflicts between those fishing and those utilizing the facility to launch boats. Additionally, we believe that the relative instability of a floating dock in comparison fishing from a fixed structure may preclude use of the structure by the elderly or infirm.

### 3.8 Alternative E.1 – Expansion of Existing Floating Dock with Site Improvements

Alternative E.1 includes all considerations of Alternative E; however, this alternative additionally considers improving the existing parking area at the boat landing. The proposed parking improvement includes enlarging the parking area by grading the adjacent elevated roadbed flat and improving the parking surface. The estimated cost associated with this earthwork is \$300K; however, it must be



understood that this estimate is highly contingent on land disturbance and water quality requirements. Consultant services are expected to be \$200K. Therefore, we estimate the total cost of this alternative (including demolition of the existing fishing pier, in addition to the existing floating courtesy dock, and earthwork) to range from \$1.5M to \$1.65M. It is important to note that while this alternative does increase the usability of the boating infrastructure at the site, it comes at a relatively high cost. This alternative also has all of the drawbacks of Alternative E, and as such, we do not believe that this alternative fully accomplishes the project objectives.

### 4.0 CONCLUSION AND RECOMMENDATIONS

This study presented an engineering opinion regarding potential replacement and demolition options at the Wimbee Creek Fishing Pier. Although there are many potential options, the intent of this document was to generalize several thought-out approaches and present them to Beaufort County personnel for consideration in the budgeting and long-term planning processes.

Based on our analysis, we believe that Alternative D.1 is the preferred option. This option considers replacing the existing structure with a pier designed exclusively for fishing and crabbing. The replacement structure can be designed to maximize fishing accessibility by making the structure ADA compliant, including fishing rails, and provide roofed shelter for both shade and inclement weather. In addition to these amenities, this structure is entirely independent of the adjacent boat landing, which will reduce potential conflicts between fishing and boating activities. Lastly, we believe that the use of upgraded materials will provide for the optimum balance between project cost and structure longevity.

McSweeney Engineers greatly appreciates the opportunity to provide this report and looks forward to assisting further in this project. If you need further clarification or have any questions, please do not hesitate to contact me.

Respectfully submitted, McSweeney Engineers, LLC

William Barna, P.E. Project Manager



### TOUNTY SOU H CAROLIN 1769

### Beaufort County, South Carolina Wimbee Creek Fishing Pier Alternatives and Cost Analysis

### **5.0 Alternatives Analysis Matrix**

Alternative	Pros	Cons	Approximate Cost <sup>1</sup>	Anticipated Lifespan
A Do Nothing	No Additional Cost	Significant Liability (Do Not Recommend)	\$0	N/A
B Demolish Existing Pier Only	Least Cost Reduced Liability	No Fishing Pier Structure – Does Not Meet Project Goal	\$650K to \$800K	N/A
C Similar Fishing Pier Replacement	New Fishing Pier Structure	Excessive Length Low Longevity No Floating Dock	\$1.05M to \$1.2M	20 years
C.1 Similar Fishing Pier Replacement with Upgraded Materials	New Fishing Pier Structure	Cost Excessive Length No Floating Dock	\$1.370M to \$1.62M	30 to 40 years
D Fishing Pier Replacement with Pier Head and Floating Dock	New Fishing Pier Structure and Floating Dock	Reduced Size (Fishing Area) Low Longevity	\$940K to \$1.09M	20 years
D.1 Fishing Pier Replacement with Pier Head and Floating Dock with Upgraded Materials	New Fishing Pier and Floating Dock	Reduced Size (Fishing Area)	\$1.1M to \$1.3M	30 to 40 years
E Expansion of Existing Floating Dock	Boating Improvement with Fishing/Crabbing Amenities	No Dedicated Fishing Pier Structure Accessibility	\$1.023M to \$1.175M	30 years
E.1 Expansion of Existing Floating Dock with Site Improvements	Boating Improvement with Fishing/Crabbing Amenities and Additional Parking	No Dedicated Fishing Pier Structure Accessibility	\$1.5M to \$1.65 <sup>2</sup>	30 years

<sup>1.</sup> The approximate costs of Alternatives B-E are inclusive of the demolition of the existing fishing pier and anticipated consultant services costs. See narrative for cost breakdown.



<sup>2.</sup> Cost is highly contingent on water quality and land disturbance regulatory requirements.



# **CREEK PIER ALTERNATIVES** BEAUFORT COUNTY, SC WIMBEE

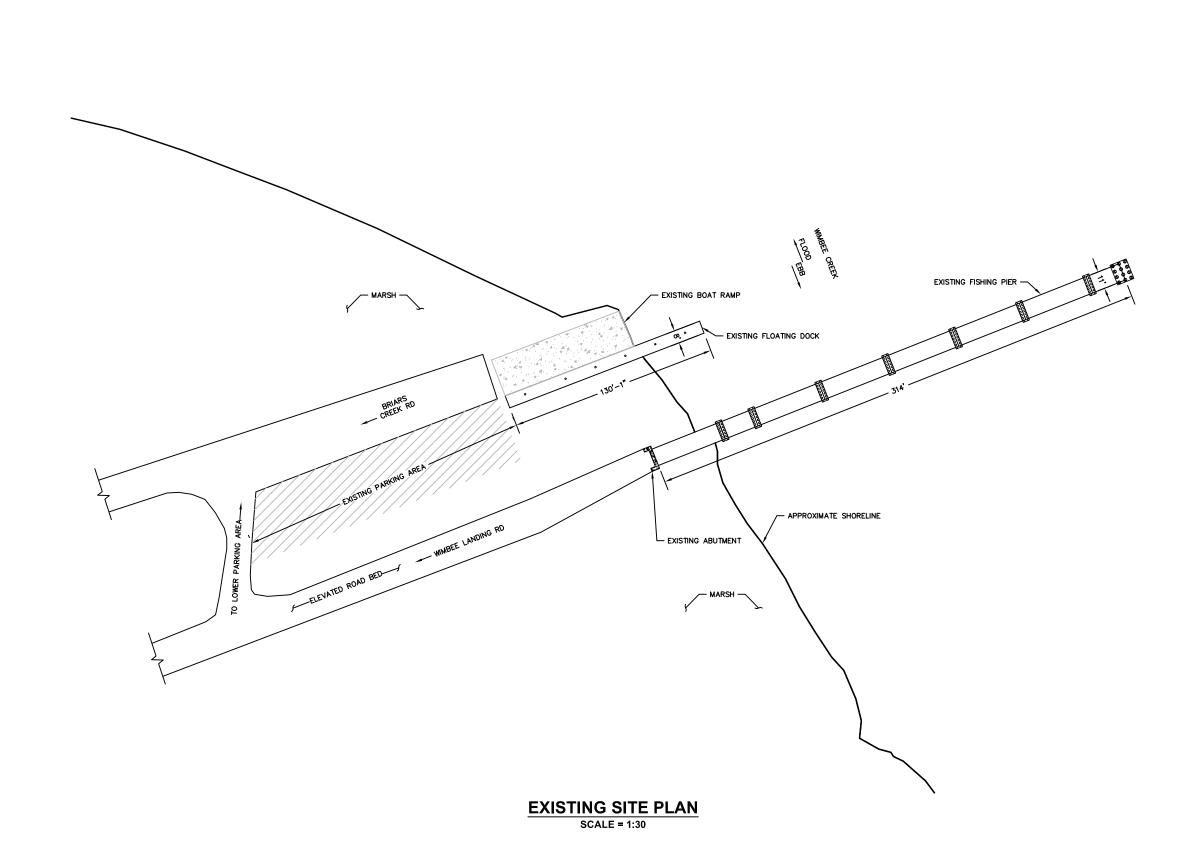


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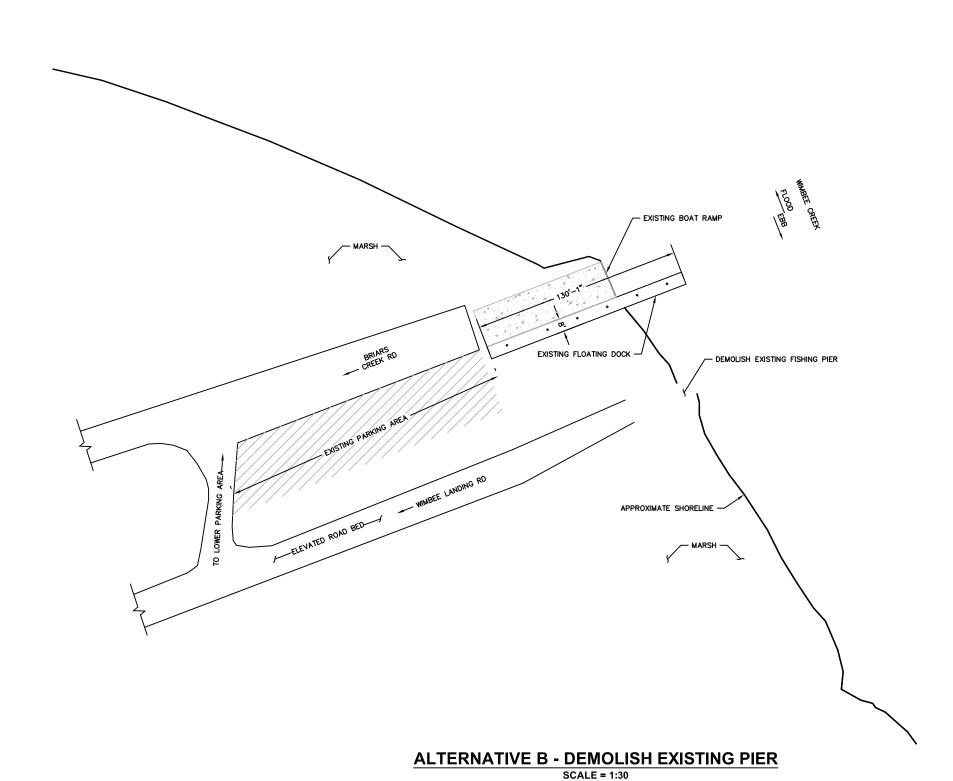


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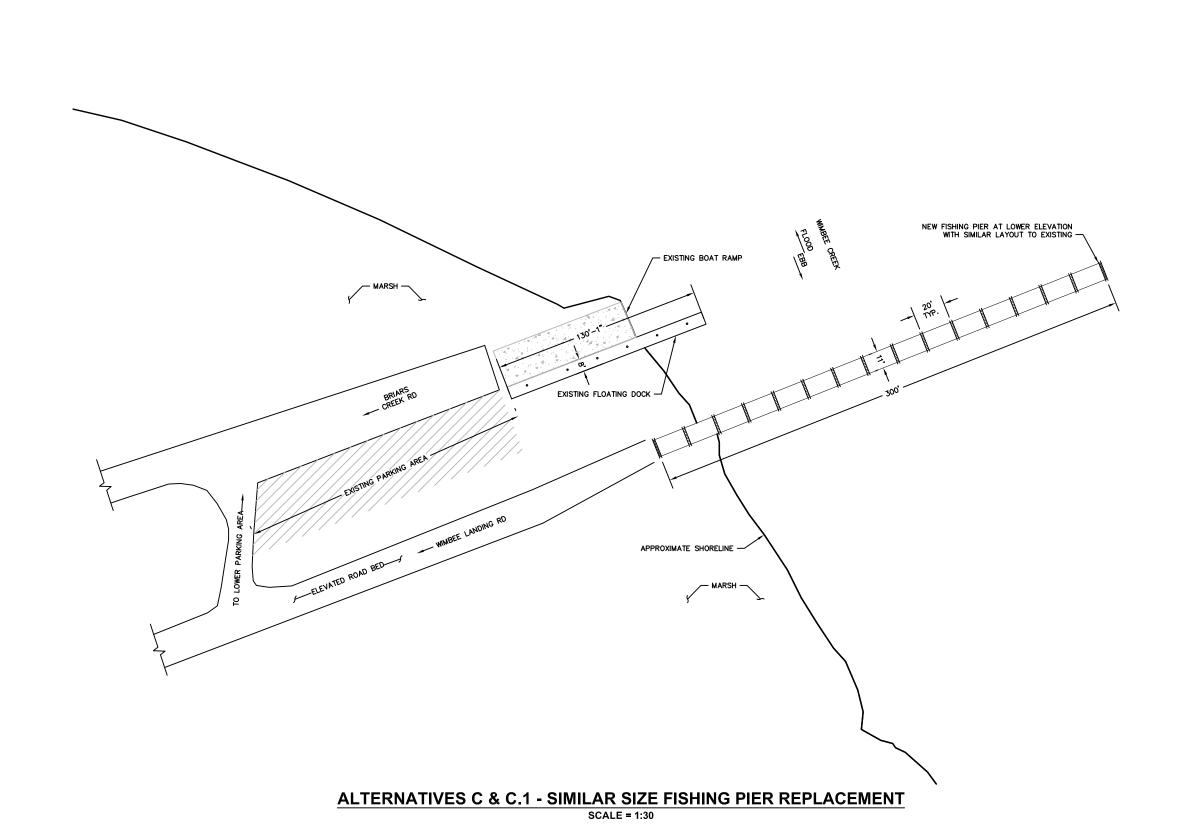


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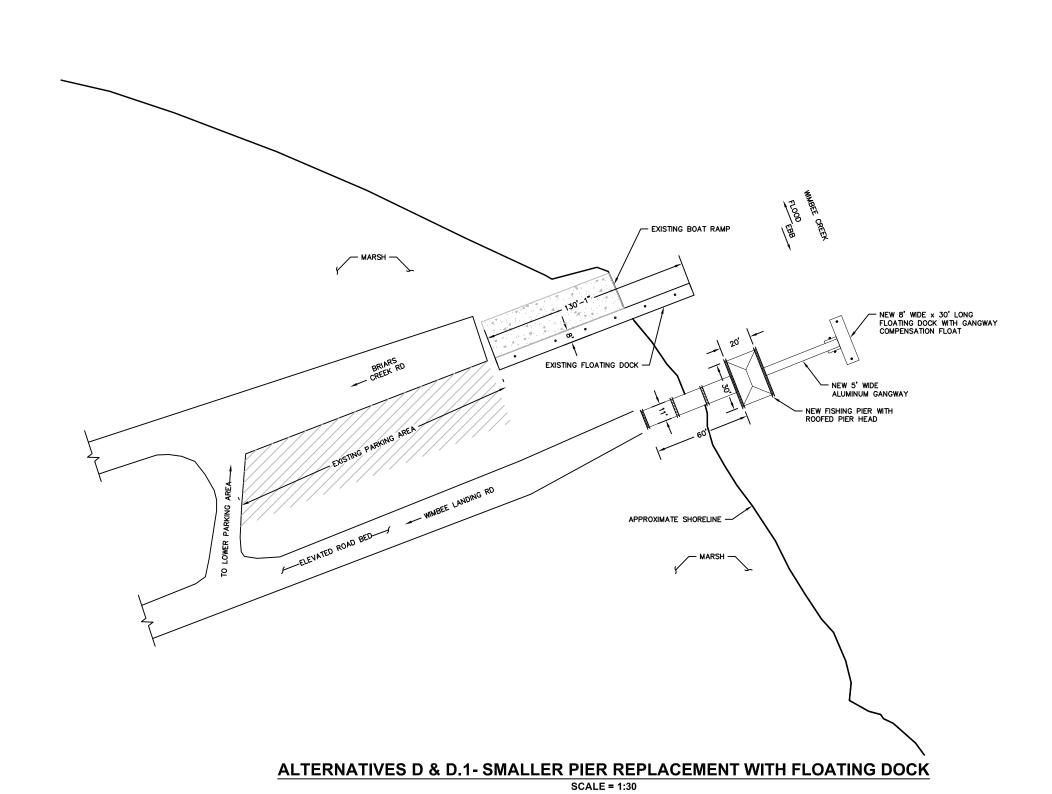
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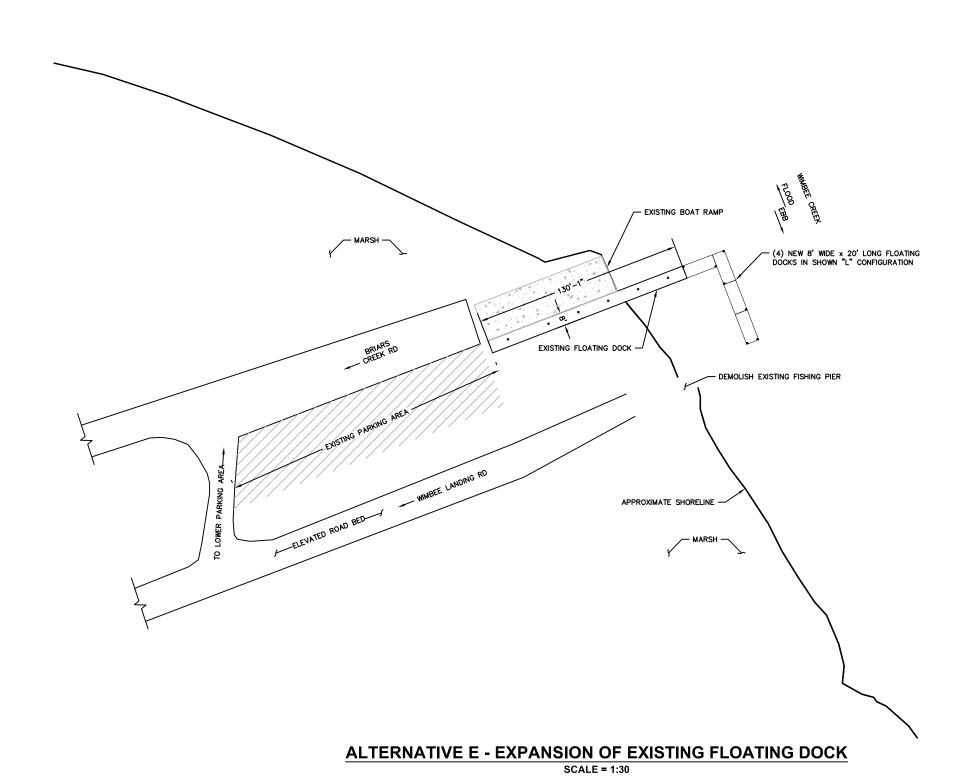


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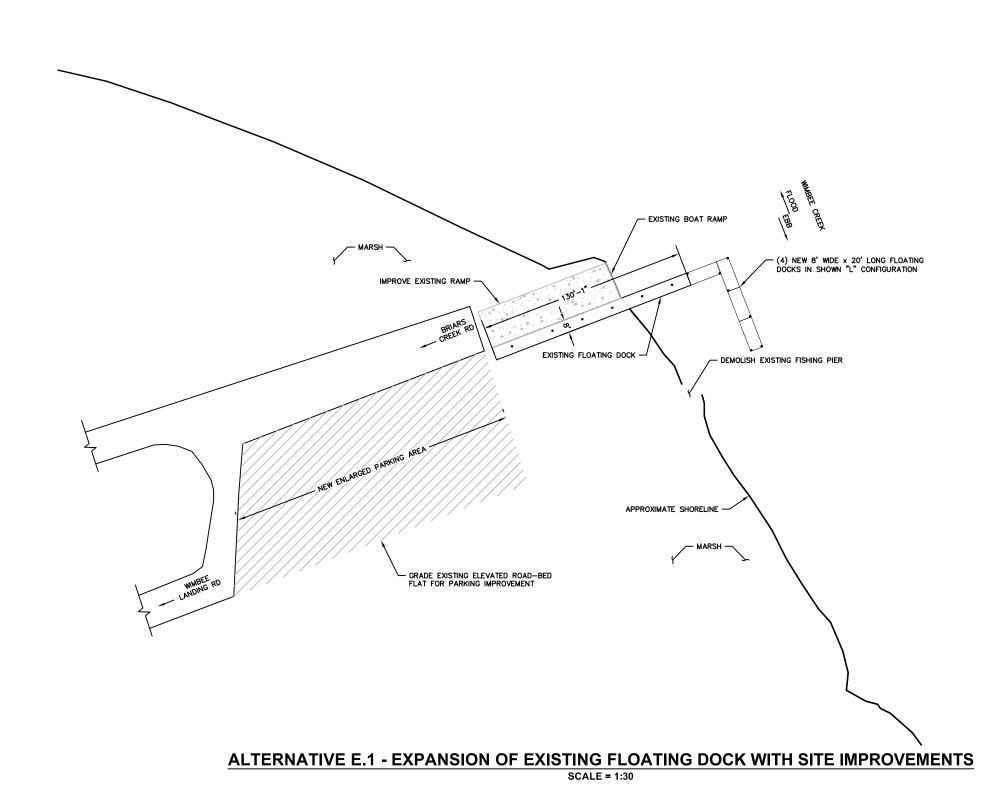




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CHECKED BY: DBM DATE: 10/10/24



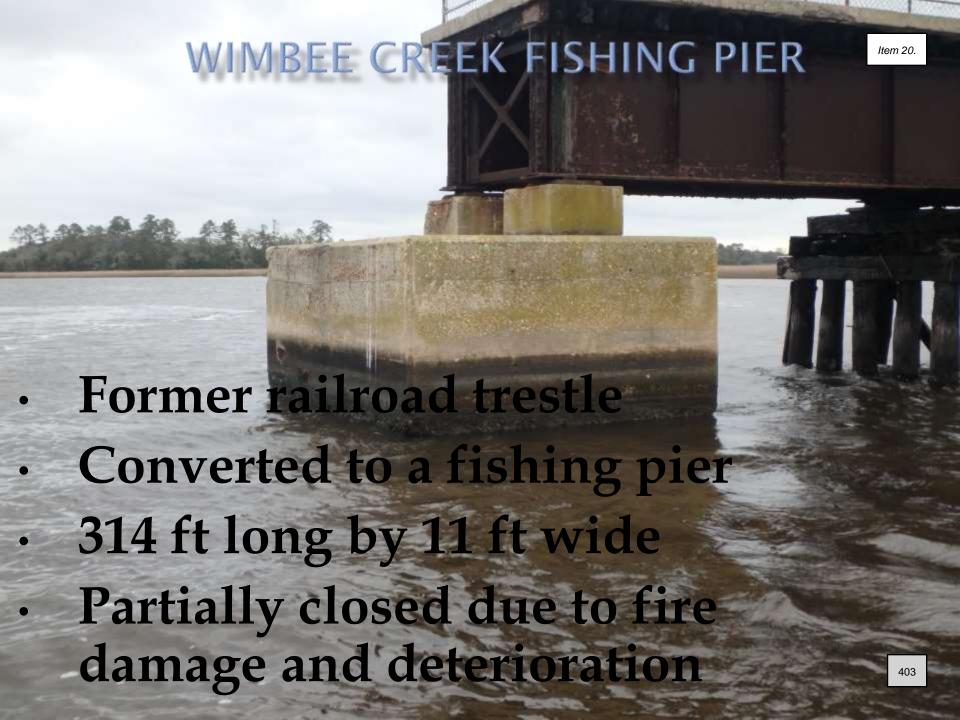


# WIMBEE CREEK FISHING PIER

Item 20.



McSweeney Engineers



# WIMBEE CREEK FISHING PIER:

Item 20.

# **Overall Condition Rating = Poor to Serious**

# Deck

Fair - minor cracks

# **Superstructure**

- Poor displacement of bearing pads and fire damage
- No structural redundancy

# Substructure

*Poor to Serious -* widespread timber deterioration and fire damage

# **Appurtenances**

·Broken fence and broken lights

# **Embankment**

**Erosion** at the abutment

# WIMBEE CREEK FISHING PIER. tem 20.



# WIMBEE CREEK FISHING PIER. 16th 20.









# Purpose

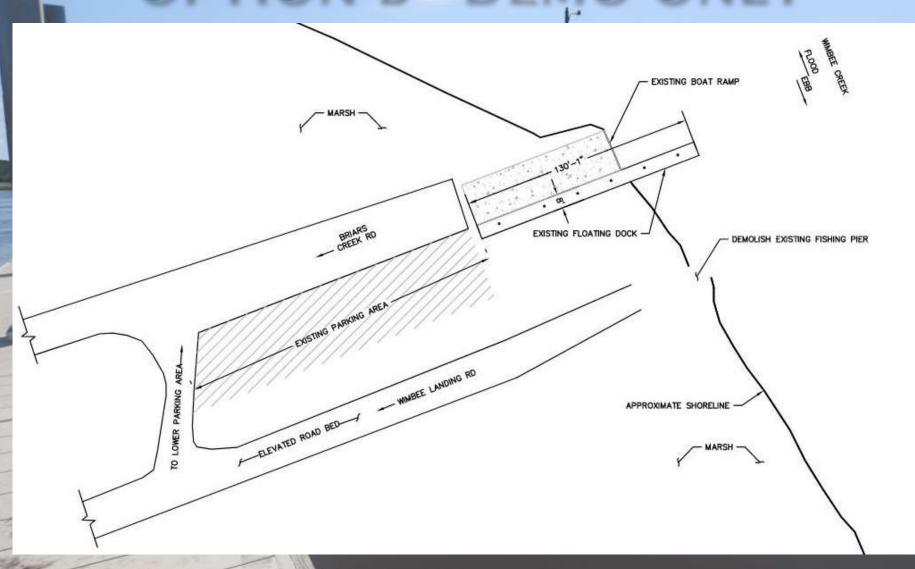
- ·Evaluate possible demolition and replacement alternatives
- Provide opinion of probable cost for each alternative.
- Provide recommendations to Beaufort County

Item 20

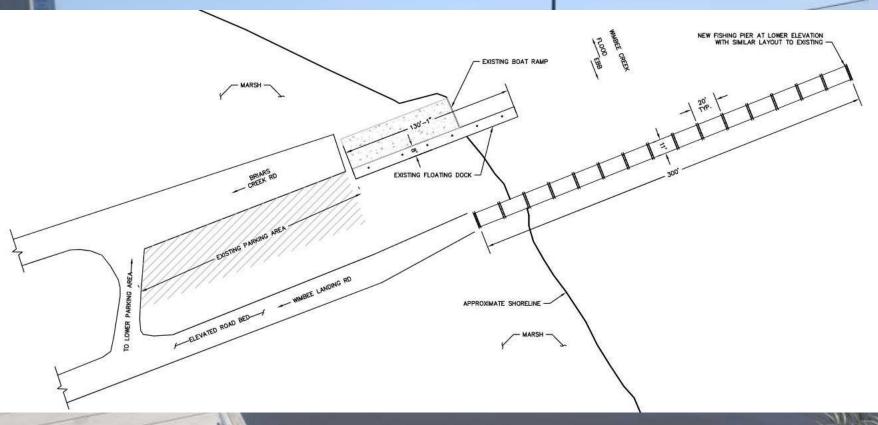
# EXISTING SITE PLAN

OPTION A - DO NOTHING

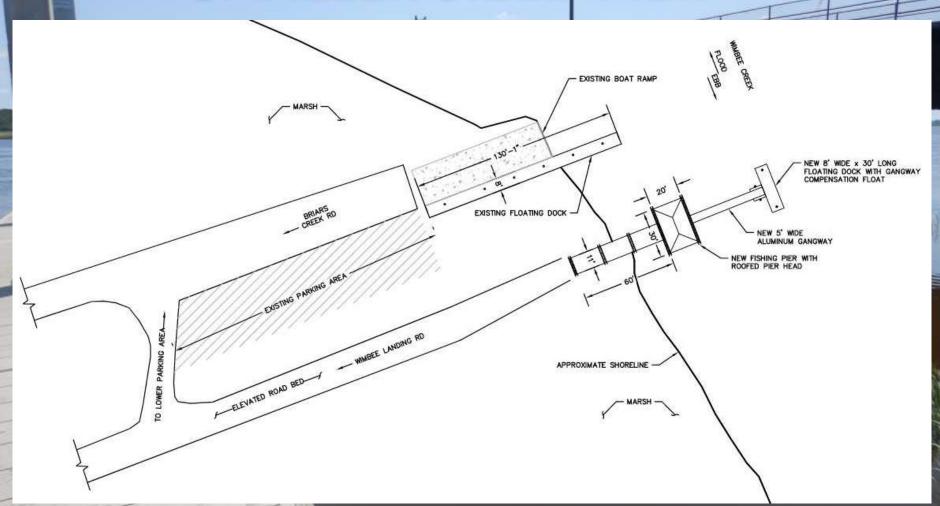
# OPTION B - DEMO ONLY



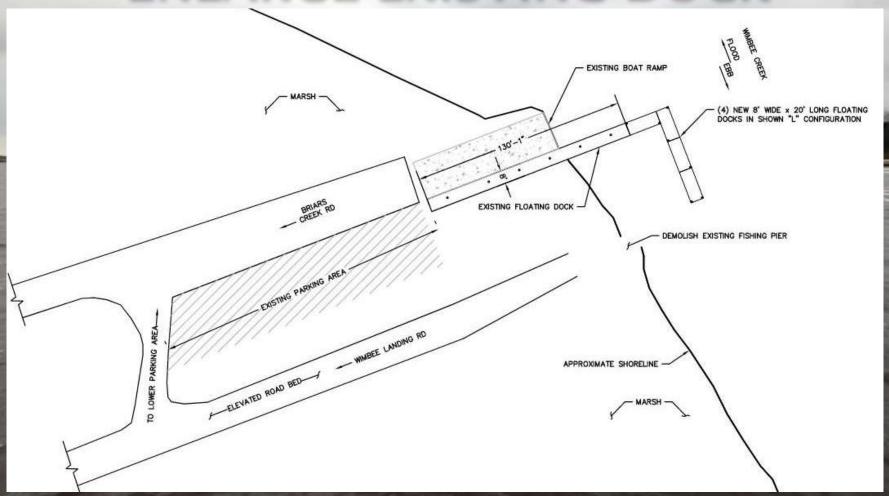
# OPTION C & C.1 SIMILAR SIZED PIER



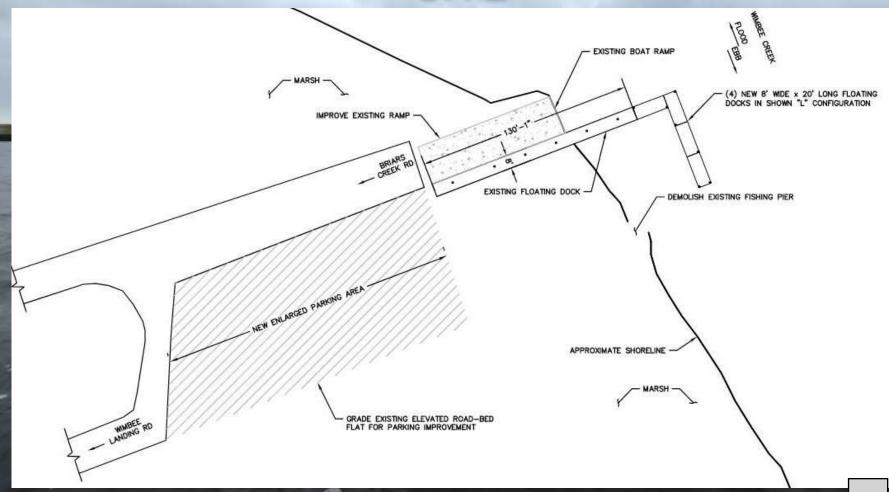
# OPTION D & D.1 SMALLER SIZED PIER



# OPTION E ENLARGE EXISTING DOCK



# **OPTION E.1** Item 20. **ENLARGE EXISTING DOCK AND IMPROVE**



# ALTERNATIVES ANALYSIS

Alternative	Pros	Cons	Approximate Cost <sup>1</sup>	Anticipated Lifespan	
A Do Nothing	No Additional Cost	Significant Liability (Do Not Recommend)	\$0	N/A	
B Demolish Existing Pier Only	Least Cost Reduced Liability	No Fishing Pier Structure – Does Not Meet Project Goal	\$650K to \$800K	N/A	
C Similar Fishing Pier Replacement	New Fishing Pier Structure	Excessive Length Low Longevity No Floating Dock	\$1.05M to \$1.2M	20 years	
C.1 Similar Fishing Pier Replacement with Upgraded Materials	New Fishing Pier Structure	Cost Excessive Length No Floating Dock	\$1.370M to \$1.62M	30 to 40 years	
D Fishing Pier Replacement with Pier Head and Floating Dock	New Fishing Pier Structure and Floating Dock	Reduced Size (Fishing Area) Low Longevity	\$940K to \$1.09M	20 years	
D.1 Fishing Pier Replacement with Pier Head and Floating Dock with Upgraded Materials	New Fishing Pier and Floating Dock	Reduced Size (Fishing Area)	\$1.1M to \$1.3M	30 to 40 years	
E Expansion of Existing Floating Dock	Boating Improvement with Fishing/Crabbing Amenities	No Dedicated Fishing Pier Structure Accessibility	\$1.023M to \$1.175M	30 years	
E.1 Expansion of Existing Floating Dock with Site Improvements	Boating Improvement with Fishing/Crabbing Amenities and Additional Parking	No Dedicated Fishing Pier Structure Accessibility	\$1.5M to \$1.65 <sup>2</sup>	30 years	

The approximate costs of Alternatives B-E are inclusive of the demolition of the existing fishing pier and anticipated consultant services costs. See narrative for cost breakdown.

# DEMOLITION OF THE STRUCTURE AND INSTALLATION OF A SMALLER FISHING PIER WITH FLOATING DOCK WAS FOUND TO BE THE BEST OPTION

<sup>2.</sup> Cost is highly contingent on water quality and land disturbance regulatory requirements.



# WIMBEE CREEK FISHING PIER: RECOMMENDATIONS

- Demolish Existing Structure
- Permit and Design New, Smaller, Fishing Pier with Roof and Floating Dock - Use Upgraded Materials
- Construct New Pier

### **ITEM TITLE:**

Authorization for the County Administrator to Enter into an Agreement with Dominion Energy for the Relocation of Utility Facilities in Conflict with the Lady's Island Middle School Realignment Project (\$264,617)

### **MEETING NAME AND DATE:**

Public Facilities and Safety Committee - November 18, 2024

## PRESENTER INFORMATION:

Bryan Bauer - Director of Engineering

5 mins

#### **ITEM BACKGROUND:**

The Lady's Island Middle School Realignment project is 1 of the 9 projects on Lady's Island in the 2018 Transportation Sales Tax. The new road will be realigned with Gay Drive and serve as the new access to the middle school and public access to connect to Robin Drive. Dominion Energy has electric transmission facilities in conflict with this project which will be relocated per the road design.

# **PROJECT / ITEM NARRATIVE:**

Dominion Energy has prior rights that were established under SCDOT's UA 11529 (Project File 7.514) US 21 Improvements from the Woods Memorial Bridge to S-165. In accordance with the IGA between Beaufort County and SCDOT, we are required to complete utility coordination per their SCDOT Utility Accommodations Manual: A Policy for Accommodating Utilities on Highway Right of Way.

#### **FISCAL IMPACT:**

The cost to Dominion Energy to design and relocate their facilities is \$264,617. This will be funded from the 2018 Transportation Sales Tax account 4705-80-0000-54500-PTHWY with a current balance of \$14,246,967.17.

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the Utility Agreement.

### **OPTIONS FOR COUNCIL MOTION:**

A motion to approve/deny the Utility Agreement.

Move forward to County Council to approve/deny the Utility Agreement.

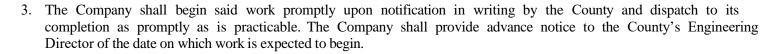
Form 3068-A (Revised) 10-2017 Microsoft Word Version 2016 OWIP 27488 (Transmission)

Agreement #	
	Item 21.

### **UTILITY AGREEMENT**

Cont	ract ID No.	Project ID: P040618	Route (or Road No.) Lady's Island Middle School Development F	roject
F. A.	Project No.		State Project No.	
			, 20, by and between the Beaufort County, hereins	after
			hereinafter called "Com	npany".
may l	be transmitted	d electronically. County and Comp	reement and any Agreement amendment documents requiring signary stipulate that if this Agreement is transmitted electronical shall be treated as original signatures and given the same legal effects.	ly, the
		WI	TNESSETH:	
1.			nereto that the Company shall perform or cause to be performed, nown on the attached plans and estimate:	the
	General desc drawings and		sign our Electric Transmission facilities in conflict with this project. See attached relocation y established under SCDOT UA 11529 (Project File 7.514).	<u>n</u>
2.	provisions se	t forth in the Federal Highway Admi: Policy for Accommodating Utilities \$264	facilities in conflict with highway construction in accordance with the nistration's FAPG 23 CFR 645A; and also in accordance with the on Highway Rights-of-Way" in the estimated amount of: ,617	ne
		County Share 100%	Utility Share 0%	
	and ease Company	ment, or other real property interest,	the right of occupancy in its existing location by reason of holding the damaging or taking of which is compensable in eminent domain by in its existing location by reason of holding the fee, an easement of	n. If the
	Ea	sement for this project is filed in	Beaufort County (County)	
			Beaufort, SC	
			(City and State)	
		tion of line (for purpose of establishers or more.	hing right-of-way priorities only) has been in service for approximation	nately
	(a) Such wa	rk as is nagassam; to valocata alter o	r maintain the facility will be done in such a manner that it will not	in one

- (c) Such work as is necessary to relocate, alter or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the County's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways" (SCMUTCD).
- (d) The Company shall meet the Buy America requirements specified in 23 USC 313. The Company shall provide a definitive statement (mill test certification report) about the origin of all products which are permanently incorporated into the work and covered under the Buy America requirements. No payment shall be made for any products which do not comply with the Buy America requirements.



4. The Company will perform the work provided for in this agreement by the method checked below, in accordance with the provisions of Sec.645.115 of FAPG 23 CFR 645A:

# ( ) BY COMPANY'S REGULAR FORCES

( BY CONTRACT: (State one of recognized reasons for necessity of performing work in this manner)

Contract Crews will be utilized if company crews are unavailable.

The Company, therefore, subject to prior approval, proposes to contract a portion of or all of the work covered by this agreement. The items of work to be accomplished by contract are noted in the estimate. Where the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of those contractors so circularized shall be noted on the estimate or furnished to the County in advance of the Company's solicitation of bids.

- BY EXISTING CONTINUING CONTRACT: Subject to prior approval and inspection by the County and the prior approval of the contract method by the Federal Highway Administration, the Company proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for the Company under such contracts at reasonable costs. The provisions relating to contracts under this paragraph also apply to Contract Engineering.
- 5. The County will reimburse the utility company for costs incurred in accordance with the agreement as shown and on accurate records supporting all expenditures incurred on account of said work. The method of developing the relocation costs shall be one of the following alternatives.
  - (a) Actual and related direct costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
  - ( ) Unit costs, such as broad gauge units of property, as used in own operations. (This method must have prior approval.)
  - ( ) (c) Lump Sum

The County may not pay for any item of work not provided for in the plan or in the cost estimate except as modified by the County Engineering Director followed by written notification to the County.

- 6. All work performed by the Company pursuant hereto, shall be performed according to the plans and estimates approved by the County.
- 7. Attached hereto, and by reference made a part hereof, is one copy of plans and estimates of the work to be performed by the Company showing the existing facilities, permanent changes to be made therein, and the stages by which these changes are to be accomplished.
- 8. Credits for accrued depreciation (expired service life) and/or betterment of the facility have been allowed as outlined in Sec.645.117(h) of FAPG 23 CFR 645A.

- 9. Periodic progress billings of incurred costs may be made by the Company to the County not to exceed monthly intervals and amounting to at least \$2500.00; however, total progress billing payments shall not exceed the approved nonbetterment estimated amount.
  - Upon completion of the work and no later than six months thereafter, the Company shall, at the earliest date practicable, furnish the County with one electronic copy of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate. The totals for labor, overhead construction cost, travel expense, transportation, equipment, material and supplies, handling cost and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates.

Credit shall be given for usable materials recovered from permanent or temporary installations. The final billing shall show the description and site of the project, the Federal Aid Project Number, the date on which the first work was performed; or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred, the completion date and the location where the records and accounts billed can be audited. The Company shall make adequate reference in the billing to its records, accounts and other documents. Contractors and any subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract for inspection by the County, SCDOT, Federal Highway Administration or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

Final billings of incurred costs submitted by the Company shall carry a statement certifying that all items claimed have been reviewed and are in conformity with the provisions of the agreement; that credits have been given for all salvaged materials as required, and that all contractor's bills incurred have been paid in full. This statement shall be signed by an authorized representative of the Company.

In the event a final and complete billing has not been received by the County prior to six months following the completion of work and the Company has not during that period demonstrated to the County's satisfaction a hardship in completing that billing, the County may, in its sole discretion, consider the last payment made to be the final payment due under this Agreement.

- 10. The County, SCDOT and the Federal Highway Administration shall have the right to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving notice to the County of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. The County, SCDOT and the Federal Highway Administration shall have the right to inspect all recovered materials, which are not reusable by the Company, for temporary use. The Company shall furnish a listing on final billings of major items not eligible for salvage credit, and reasons therefor.
- 11. The Company will abide by the contract cost principles as set forth in FAPG 23 CFR 645A.
- 12. The Company will not participate directly or indirectly in any practice which subjects persons to discrimination because of their race, color, religion, sex or national origin.

COMPANY: Dominion Energy of SC	
ADDRESS: 220 Operations Way (MC: J29)	
Cavce SC 29033	

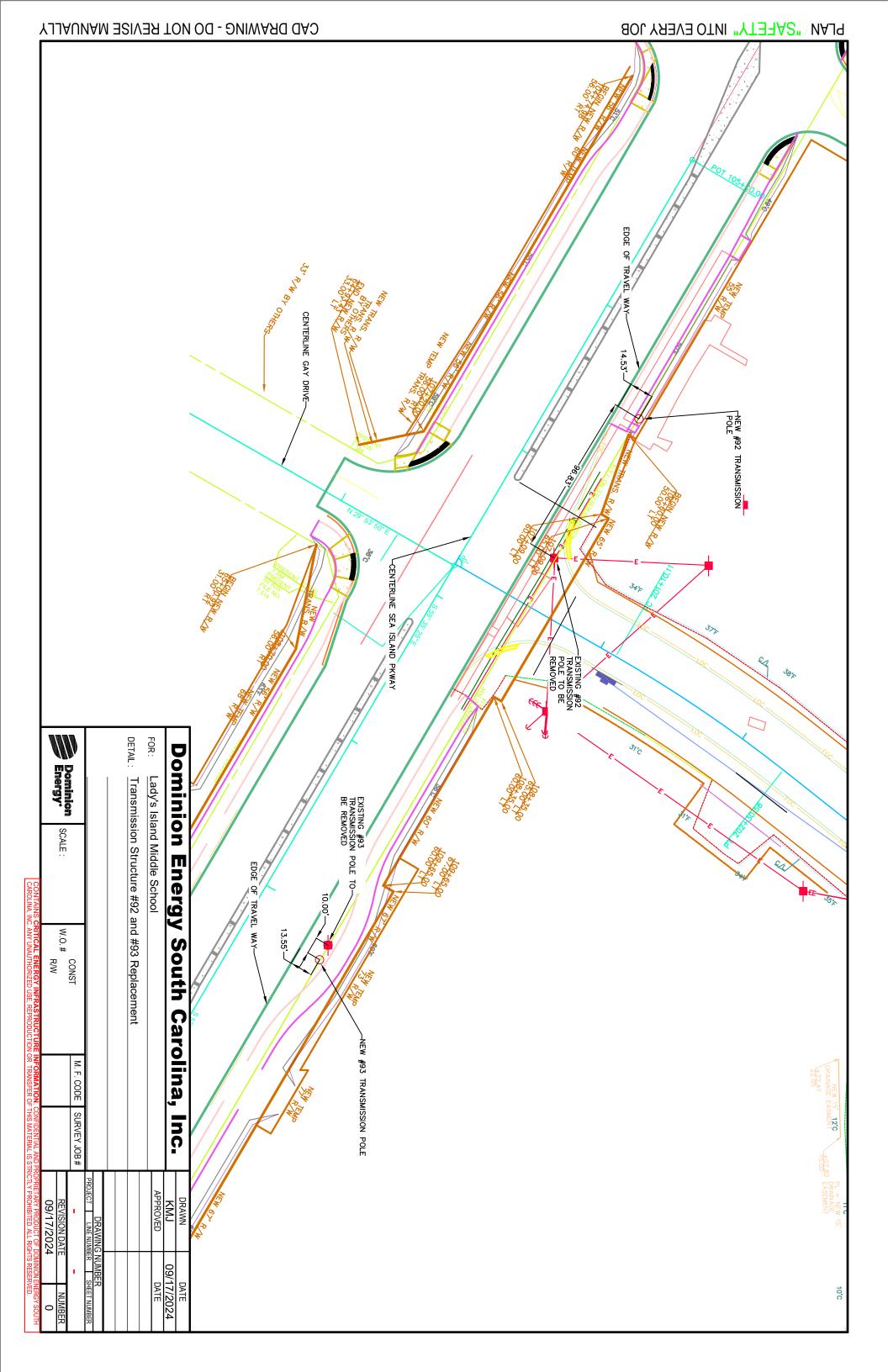
INSTRUCTIONS: Submit one electronic copy of the agreement form and one electronic print of drawings showing present location and proposed location of pole(s) or lines with reference to highway survey stations and centerline with offsets.

BY: C	connie B. Stroble (10/3/24) on B. Stole	_
TITLE H	ighway Coordinator	_
	Beaufort County	
BY:		_
TITLE		419

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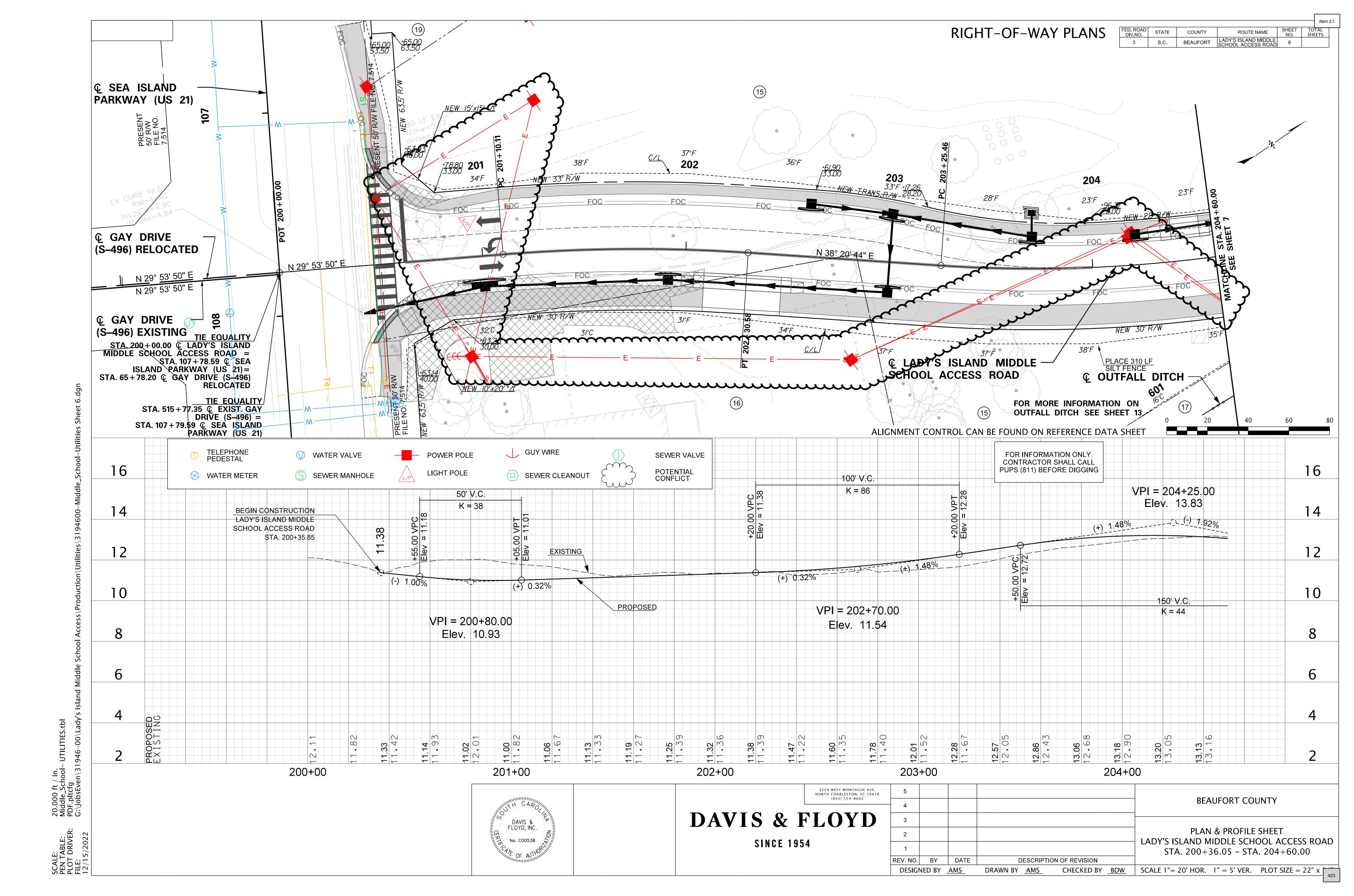
# Estimate for Lady's Island Middle School Development Project (OWIP 27488)

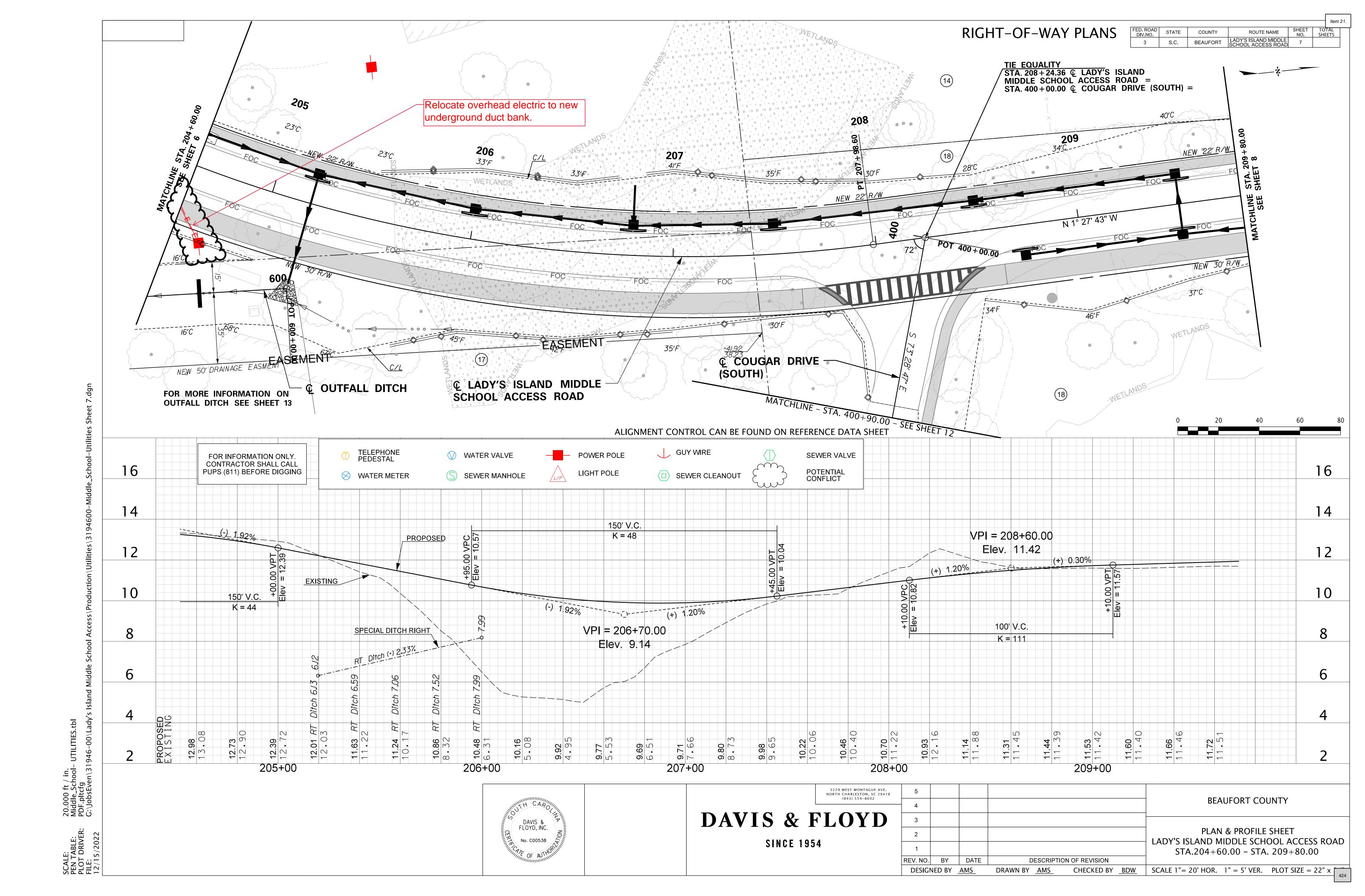
County Estimates (E&A OH's, AFUDC Included)		
Engineering Labor	\$15,000	
Survey Labor	\$1,200	
Construction Labor	\$40,500	
Payroll Expense	\$20,066	
Outside Services (Contract Crew, Traffic Control, Soil Borings)	\$52,500	
Material (Poles & Insulators, Misc.)	\$81,350	
Transportation	\$0	
E&A Overheads	\$42,123	
AFUDC	\$11,878	
Total	\$264,617	

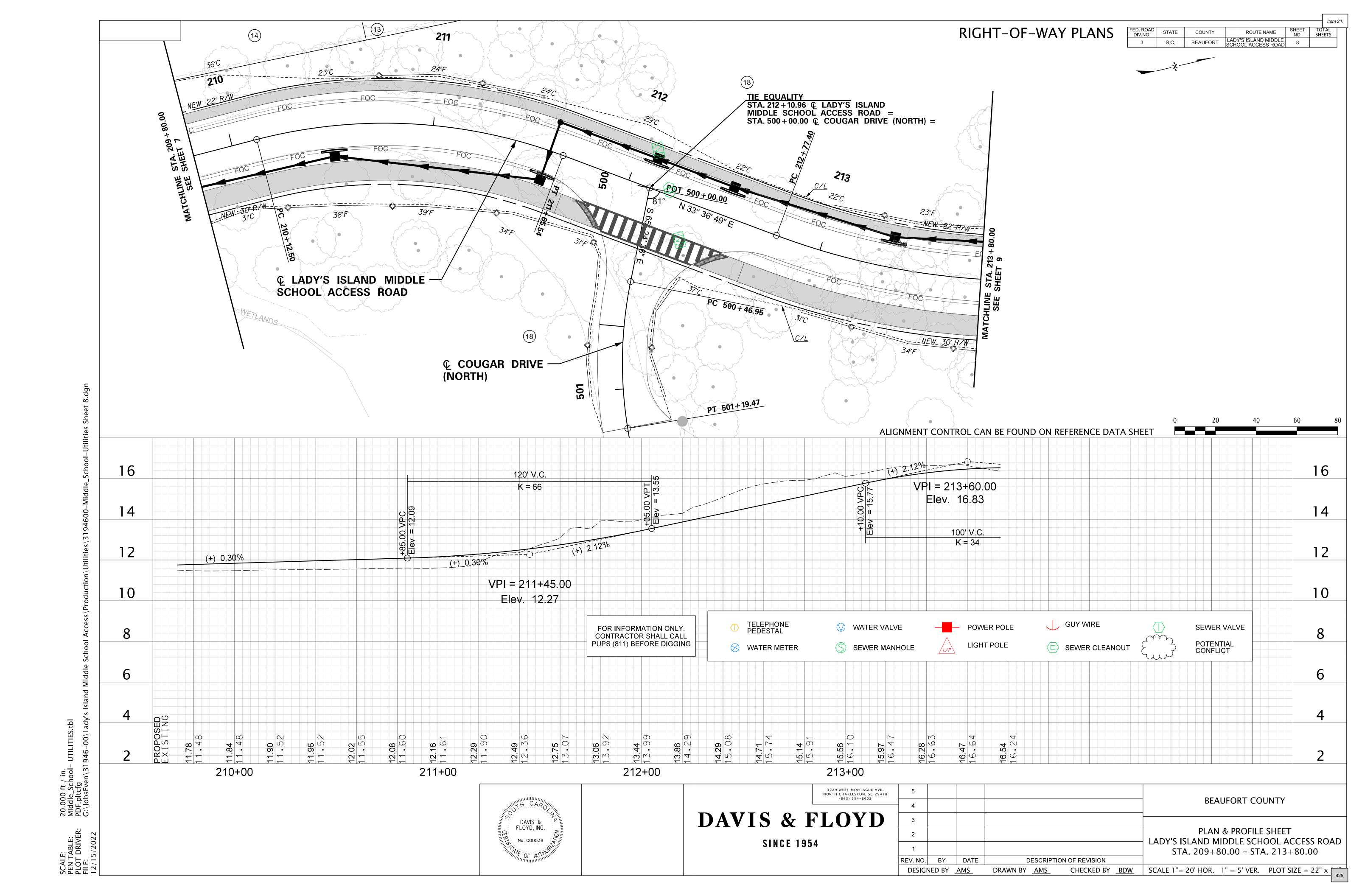


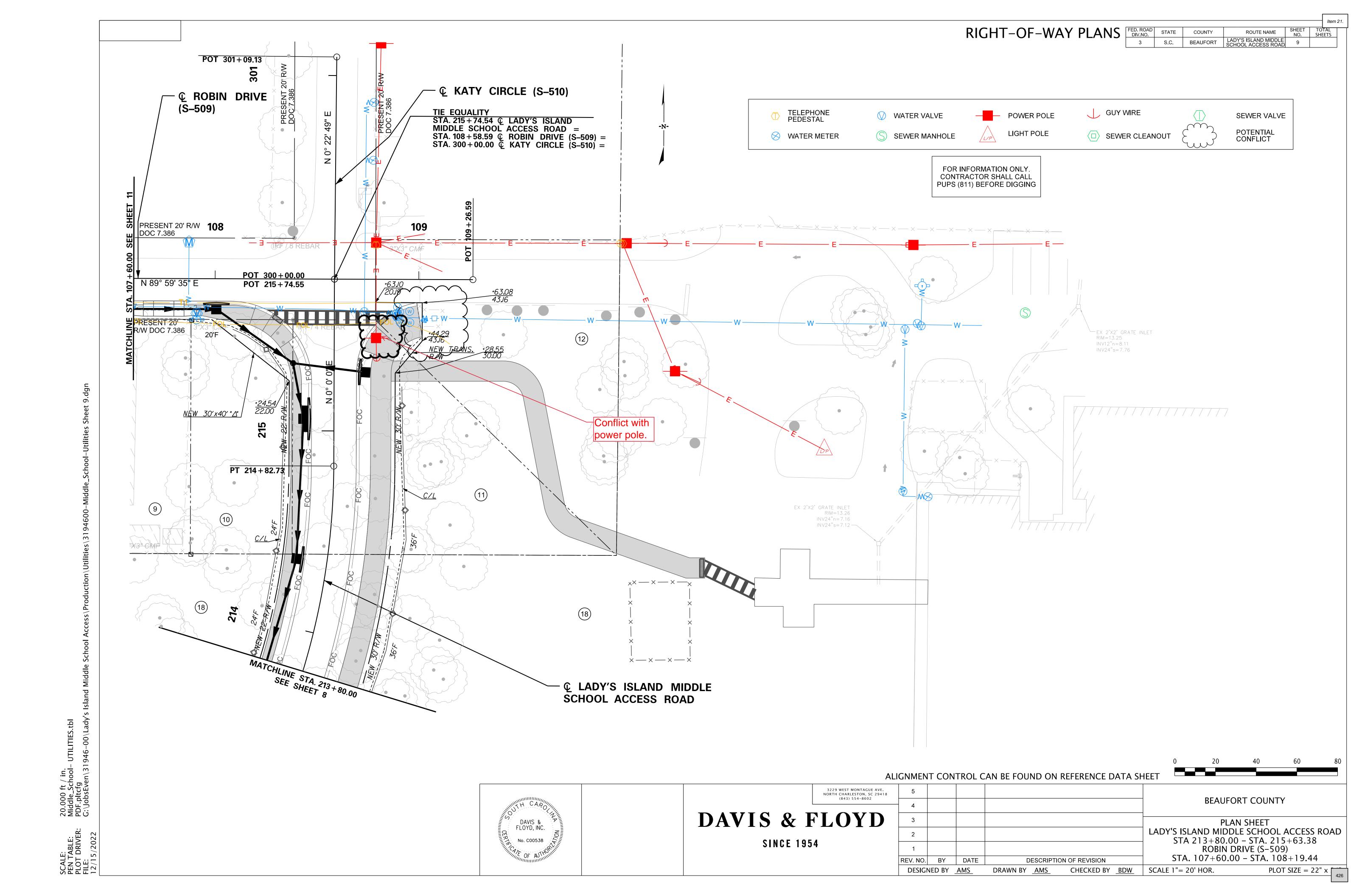
Project Summary: Two 115 kV transmission poles are to be relocated due to the construction of an access road to Lady's Island Middle School. Existing laminated wood transmission structure 92 is to be relocated towards existing transmission structure 91. Following a preliminary design, it was determined that existing transmission structure 93 requires replacement as well due to the relocation of structure 92. The below sketch shows approximate locations of the two new steel transmission poles along Sea Island Parkway and the existing Burton-Meadowbrook 115kV Transmission Line.

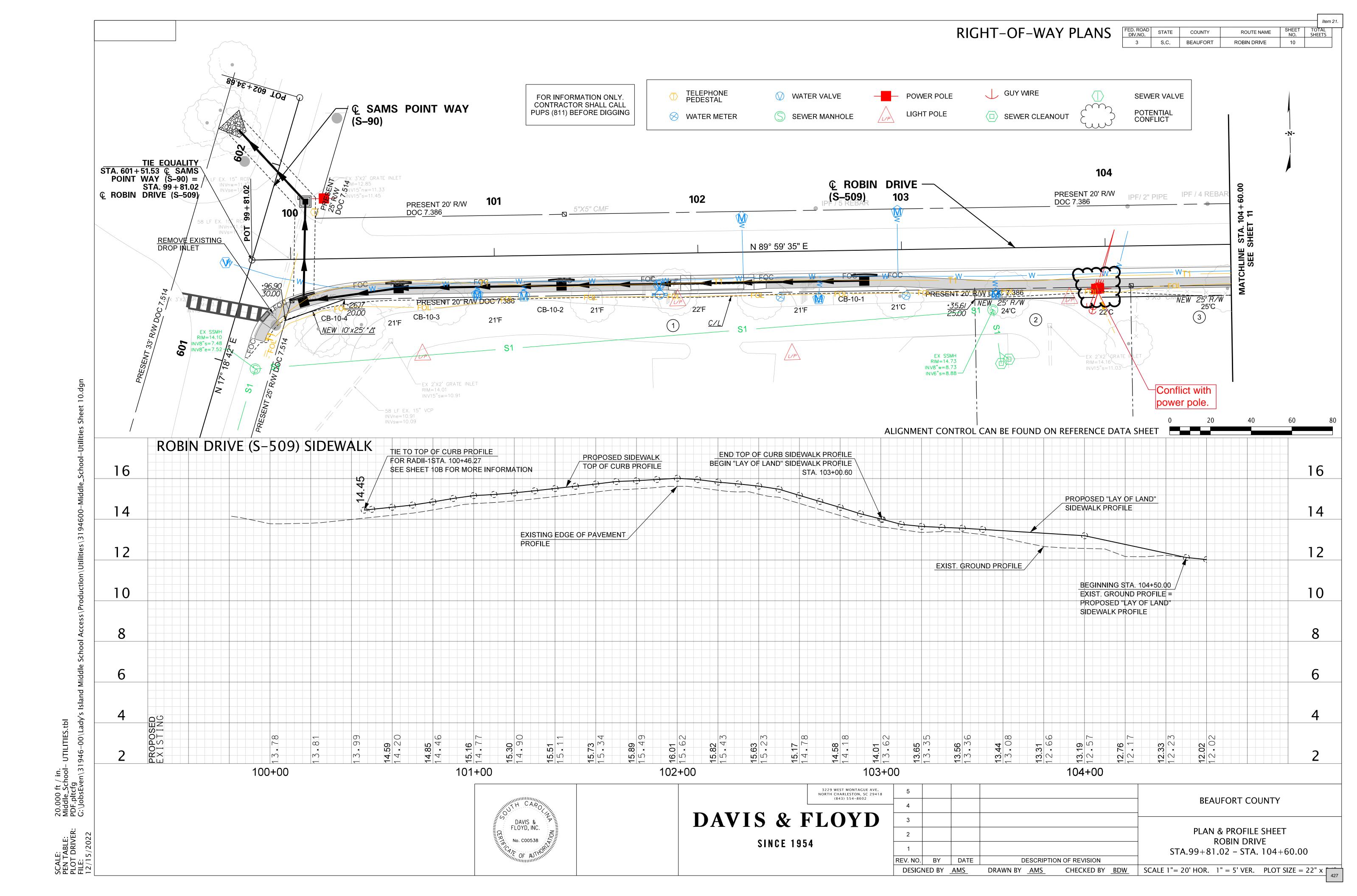


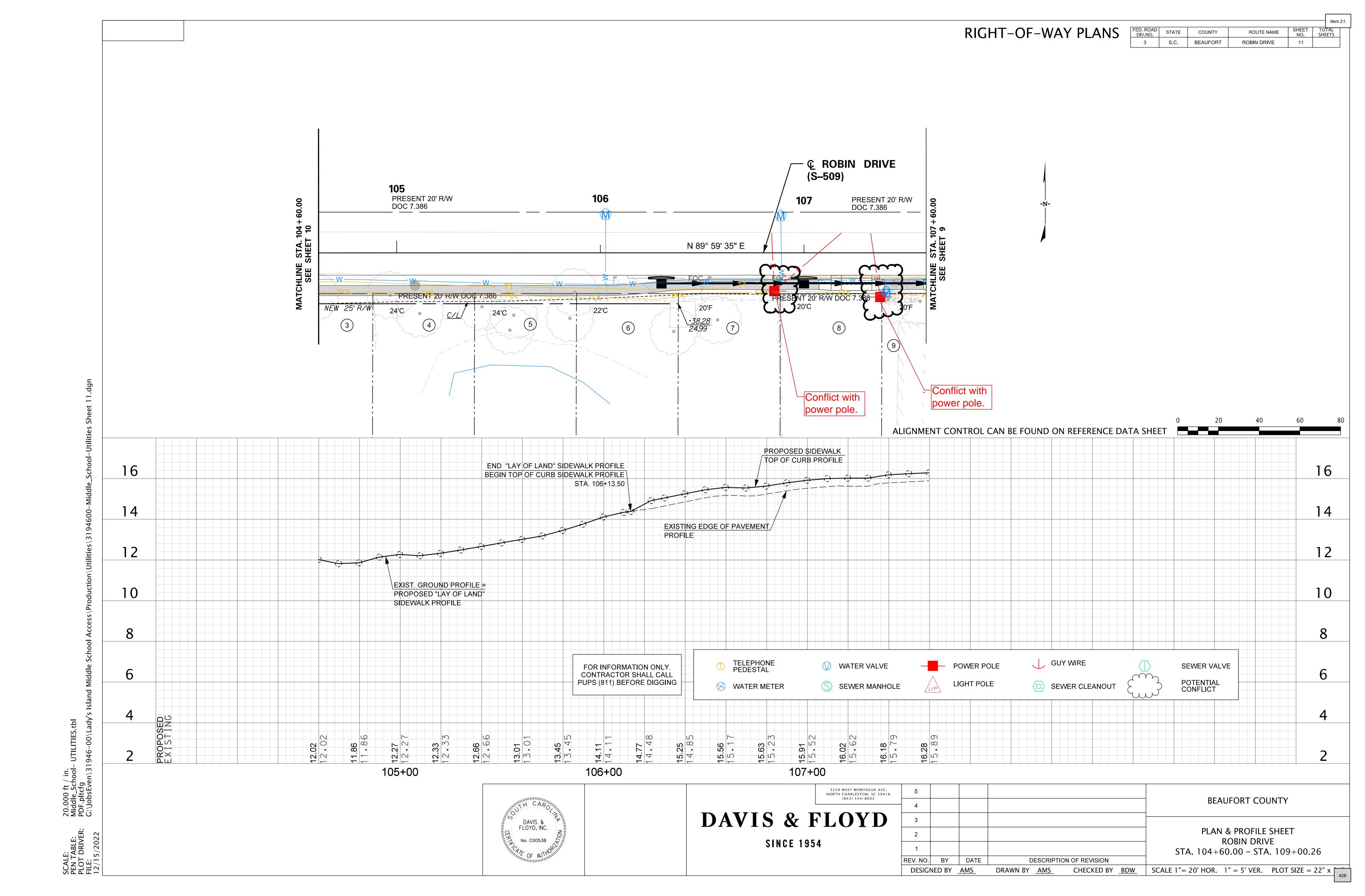


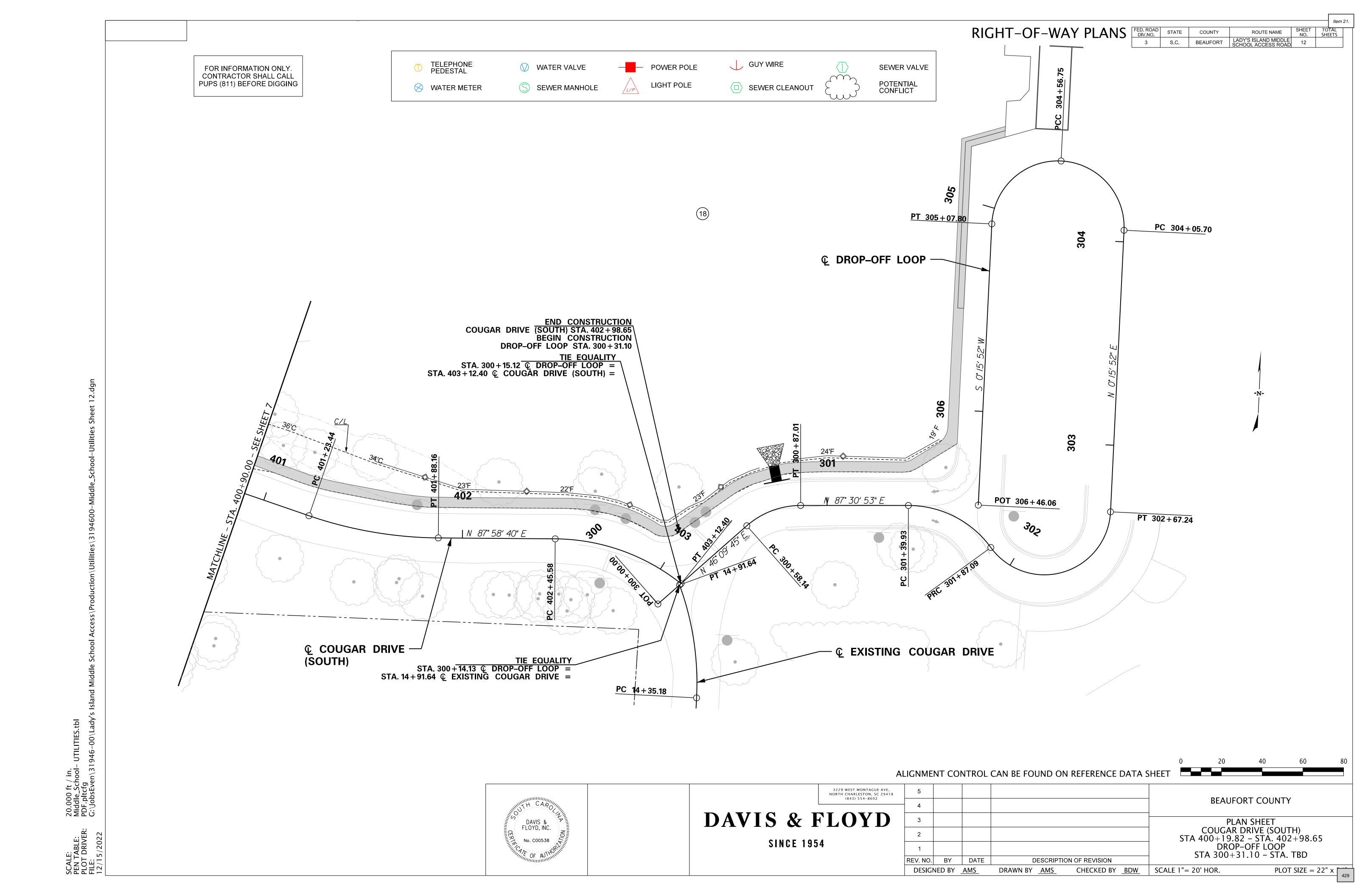


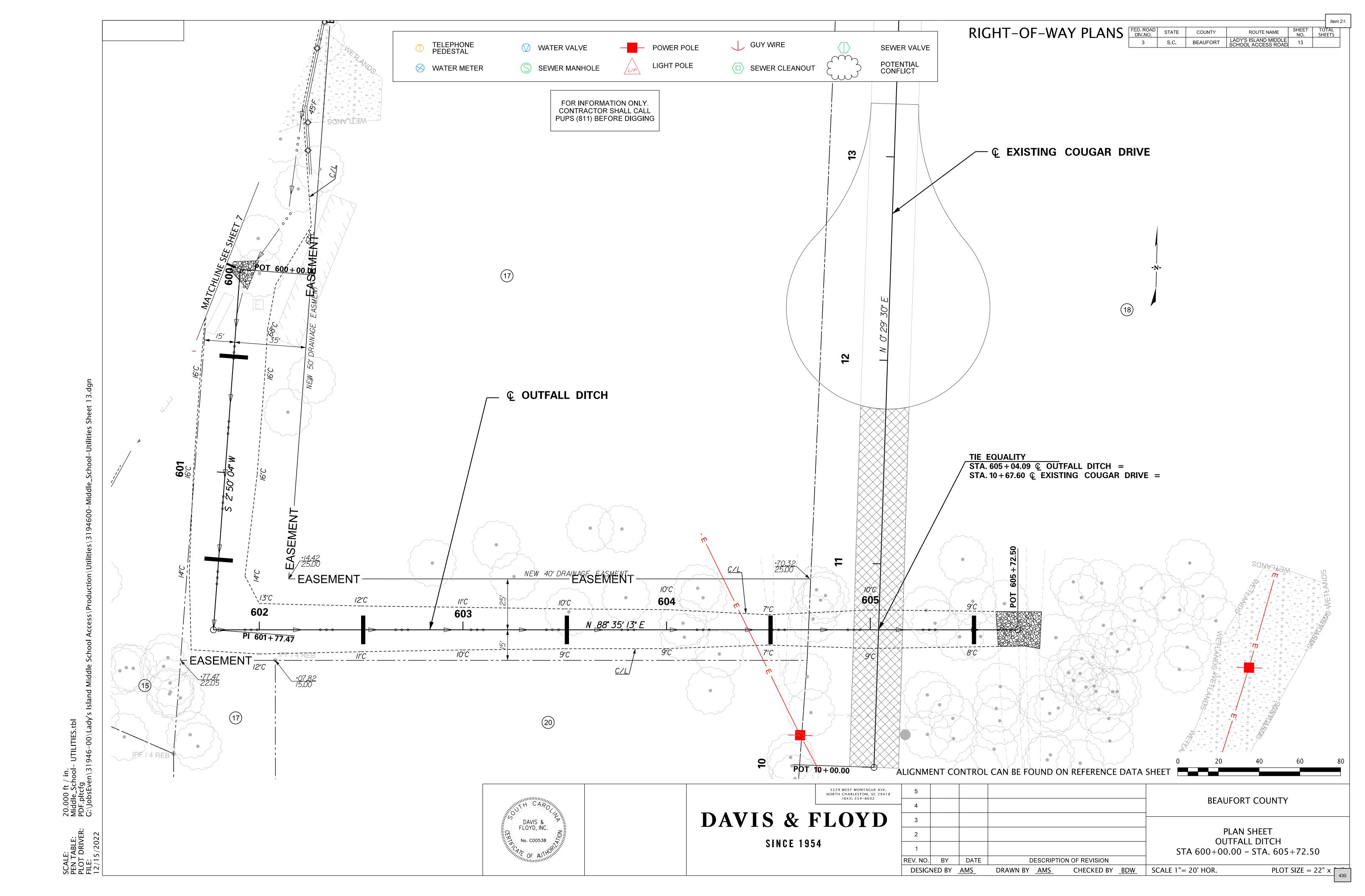












#### **ITEM TITLE:**

Recommend approval of a task order for JH Hiers for the Bay Pines Drainage Improvement Project (\$200,700.00)

### **MEETING NAME AND DATE:**

Public Facilities and Safety Committee – November 18, 2024

## PRESENTER INFORMATION:

Bradley Harriott, Public Works Director

Taylor Brewer, Stormwater Program Manager

(5 Minutes)

#### **ITEM BACKGROUND:**

Town of HHI staff notified Beaufort County staff of several severe issues that caused localized flooding after TS Debbie. Beaufort County Stormwater assessed the drainage within the neighborhood and developed a 3-stage plan of attack to address the drainage issues.

- 1. Regrade roadside ditches and replace driveway culverts to re-establish positive drainage.
- 2. Clear a working shelf and clean out the outfall ditch that runs behind the entire neighborhood.
- 3. Conduct an overall drainage study for the area and perform long-term drainage improvements based on the recommendations of the study

# **PROJECT / ITEM NARRATIVE:**

The existing outfall ditch that runs along the rear of the neighborhood is in need of cleaning and maintenance. The County owns an easement for the drainage ditch but significant trees have grown around and beside the outfall ditch. In order to gain access to the ditch, significant tree clearing is required. Once the work shelf is reestablished, the ditch can be cleaned and regraded to achieve positive drainage. This work requires resources beyond our stormwater crews capacities. We reached out to our on-call drainage contractor, JH Hiers, to provide a quote to top the trees, clear/grub to establish a maintenance shelf and clean out the ditch which came back at \$200,700. The price received is significantly less than our internal cost estimate prepared by our engineering staff of \$355,720.00. Both quotes are attached.

### **FISCAL IMPACT:**

The maintenance shelf establishment and ditch clearing total proposed cost is \$200,700. Project will be funded from account #5025-90-9020-51170. Available balance: \$630,516.19

### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends the approval of the task order to J. H. Hiers for the Bay Pines Drainage Improvement Project

#### **OPTIONS FOR COUNCIL MOTION:**

Motion to approve or deny the task order to J. H. Hiers for the Bay Pines Drainage Improvement Project

Next Step – Forward to County Council for approval on 11/25/24

# J.H.HIERS CONSTRUCTION

J.H. Hiers Construction, LLC 509 Carteret Beaufort SC, 29910 843.379.3262

# Proposal

Number	1
Date	10/25/2024
Page	1

## TO:

Bradley Harriot

Beaufort County Stormwater Emergency On Call

### Job Name:

Bay Pines Drive Ditch Improvements
Hilton Head Island, SC

Description	Qty.	UM	F	Price Each	Amount
Moblization	6	EA	\$	750.00	\$ 4,500.00
Survey Easement	1	LS	\$	15,000.00	\$ 15,200.00
Erosion Control	1	LS	\$	20,000.00	\$ 20,000.00
Construction Entrance	1	LS	\$	8,000.00	\$ 8,000.00
Clearing Includes Topping Hazard Trees	1	LS	\$	74,000.00	\$ 74,000.00
Clean Ditch/Establish Maintenance Shelf	1	LS	\$	72,000.00	\$ 71,500.00
Dewatering	1	LS	\$	7,500.00	\$ 7,500.00
All materials removed from ditch used to establish maintenace shelf JHH not responsible for exsisting control structures JHH not responsible for any tree protection or damaged trees Seeding/Final Stabilization not included No import of material for maintenance shelf included Price includes topping of hazard trees Includes silt fence along easement borders					
JHH not responsible for relocation of any exsisting utilities					
JHH not responsible for any property damage to existing structures					
JHH not responsible for any arborist services					
Assuming all trees to be removed except those in conflict with neighboring properties					
	•	•		TOTAL	\$ 200,700.00

# Beaufort County Engineering Department Internal Cost Estimate

November 4, 2024

Project: Bay Pines Drainage Ditch

Project Department: Stormwater

Line Item	Qty.	Unit Cost	Total Amount
Mobilization	6	\$1500	\$9,000.00
Survey Easement	1	\$10,000.00	\$10,000.00
Erosion Control	1	\$20/LF@3586	\$71,720.00
Construction Entrance	1	\$65,000.00	\$65,000.00
Clearing including topping Hazard Trees	1	\$75,000.00	\$75,000.00
Clean Ditch/Establish Maintenance Shelf	1	\$100,000.00	\$100,000.00
Dewatering	1	\$25,000.00	\$25,000.00
		Total:	\$355,720.00

Costs based on recent comparable quotes from Beaufort County vendors and local industry pricing.

#### **ITEM TITLE:**

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH MITCHELVILLE PRESERVATION PROJECT, INC. FOR SUITE 134 AND SUITE 142 OF THE COUNTY OWNED OFFICE BUILDING LOCATED AT 539 WILLIAM HILTON PARKWAY ON HILTON HEAD ISLAND

#### **MEETING NAME AND DATE:**

Public Facilities and Safety Committee; November 18, 2024

### PRESENTER INFORMATION:

Hank Amundson – Special Assistant to the County Administrator; 5 Minutes

#### **ITEM BACKGROUND:**

The Mitchelville Preservation Project, Inc., is a non-profit organization in Hilton Head Island that features, celebrates, promotes, and continues to research the rich history of the Historic Mitchelville in Beaufort County on Hilton Head Island. The non-profit is focused on preserving a historically significant site, known as the Historic Mitchelville Freedom Park, to reveal and American story of former slaves who created a culture of sacrifice, resistance and resilience.

The Mitchelville Preservation Project, Inc. has occupied office space (Suite 134) at the County's Hilton Head Government Center for several years without a lease in place. Recently, due to the growth and success of the non-profit featuring the rich history of Mitchelville, they have requested an additional room (Suite 142).

### PROJECT / ITEM NARRATIVE:

The ordinance will bring the existing use of the County Office space into compliance and allow the continued operation of the Mitchelville Preservation Project, Inc.'s administrative offices moving forward.

The proposed lease is to include the currently occupied Suite 134 as well as Suite 142 that will be used by the Finance Director.

#### **FISCAL IMPACT:**

The lease rate established in accordance with the Beaufort County Lease Policy, the applicable section of the Policy provides:

The administrator may in its discretion reduce the lease rate to a nominal amount if determined the use of the Property is a benefit to the community that would not otherwise be available with an increased lease rate. The reduced lease rate described in this Section must be presented to County Council and receive a majority vote approval.

## STAFF RECOMMENDATIONS TO COUNCIL:

Approve a lease with Mitchelville Preservation Project, Inc. at a nominal rate for use of Suite 134 and Suite 142 at the County's Hilton Head Government Offices located at 539 William Hilton Parkway, Hilton Head Island

#### **OPTIONS FOR COUNCIL MOTION:**

Motion to disapprove.

Move forward to Council on December 8, 2024; public hearing is required.

# ORDINANCE 2024/\_\_\_\_

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH MITCHELVILLE PRESERVATION PROJECT, INC. FOR SUITE 134 AND SUITE 142 OF THE COUNTY OWNED OFFICE BUILDING LOCATED AT 539 WILLIAM HILTON PARKWAY ON HILTON HEAD ISLAND

**WHEREAS**, Beaufort County ("County") is the fee simple owner of the property located at 539 William Hilton Parkway, Hilton Head Island, South Carolina 29928 ("Property"); and

**WHEREAS**, Mitchelville Preservation Project, Inc. is a non-profit organization located on Hilton Head Island that features, celebrates, promotes, and continues to research the rich history of the Historic Mitchelville in Beaufort County on Hilton Head Island; and

**WHEREAS**, the County desires to lease a portion of the Property, Suite 134 and Suite 142, to Mitchelville Preservation Project, Inc. for the operation of its administrative and finance offices; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a lease with Mitchelville Preservation Project, Inc. to occupy Suite 134 and Suite 142 in the County's office building located at 539 William Hilton Parkway on Hilton Head Island at a nominal rate to include all costs.

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a lease agreement with Mitchelville Preservation Project, Inc. for Suite 134 and Suite 142 of the County owned office building located at 539 William Hilton Parkway on Hilton Head Island.

Adopted this day of	, 2024.
	COUNTY COUNCIL OF BEAUFORT COUNTY
A TTTE CTE.	BY: Joseph Passiment, Chairman
Sand W. Brech Chales Conneil	
Sarah W. Brock, Clerk to Council	

# ADD-ONS



