



## Public Facilities and Safety Committee Beaufort County, SC

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

Monday, March 27, 2023  
3:00 PM

### AGENDA

#### COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN  
THOMAS REITZ  
ANNA MARIA TABERNIK

DAVID P. BARTHOLOMEW, VICE-CHAIRMAN  
PAULA BROWN  
JOSEPH F. PASSIMENT, EX-OFFICIO

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
5. **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.*

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### AGENDA ITEMS

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6. UPDATE ON AIRPORT TERMINAL IMPROVEMENT
7. RECOMMEND APPROVAL OF A RESOLUTION RECOGNIZING FAIR HOUSING MONTH
8. RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT A 30,000 GRANT FROM AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA) FOR DISASTER RESPONSE
9. RECOMMEND APPROVAL TO AWARD RFQ FOR ON-CALL RIGHT OF WAY SERVICES
10. RECOMMEND APPROVAL TO AWARD KIMLEY HORN CONTRACT FOR ENGINEERING SERVICES TO CHERRY POINT ROAD AND THE INTERSECTION OF SC 170 (\$162,752)

11. RECOMMEND APPROVAL TO AWARD MEAD & HUNT CONTRACT FOR ENGINEERING SERVICES FOR THE SC 46 WIDENING PROJECT (\$1,053,734.19)

12. 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>**



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
A RESOLUTION RECONIZING FAIR HOUSING MONTH
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee March 27 <sup>th</sup> , 2023
<b>PRESENTER INFORMATION:</b>
Audra Antonacci – Ogden, ACA <i>5 Minutes</i>
<b>ITEM BACKGROUND:</b>
April is nationally recognized as Fair Housing Month. All Community Block Grant/Economic Grantees are required to certify that the local government will undertake an action to affirmatively further fair housing.
<b>PROJECT / ITEM NARRATIVE:</b>
A Resolution Recognizing Fair Housing Month is required annually.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Fair Housing Month Resolution
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve a Resolution to Recognize Fair Housing Month Motion to deny a Resolution to Recognize Fair Housing Month

**RESOLUTION 2023/\_\_\_\_\_**

**A RESOLUTION RECONIZING THE POLICY SUPPORTING HOUSING FOR ALL NOT ONLY DURING FAIR HOUSING MONTH, BUT THROUGHOUT THE YEAR**

**Whereas**, March 27<sup>th</sup> 2023, marks the 55<sup>th</sup> anniversary of the enactment of the Civil Rights Act of 1968, Title VIII of which (42 U.S.C. 3601 et seq.) commonly known as the Fair Housing Act; and

**Whereas**, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989 supporting the policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

**Whereas**, the County Council of Beaufort County is committed to addressing discrimination in our community, supporting programs that will educate the public about the rights to equal housing opportunities, and planning partnership efforts with other organizations to help assure every citizen of their right to fair housing; and

**Whereas**, the County Council of Beaufort County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services, and

**Whereas**, the County Council of Beaufort County desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment.

**NOW THEREFORE, IT IS HEREBY RESOLVED**, that the County Council of Beaufort County does hereby designate April 2023 as Fair Housing Month and recognizes the policy supporting Fair Housing in encouraging all citizens to endorse Fair Housing opportunities for all not only during Fair Housing Month, but also throughout the year.

**Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023**

**COUNTY COUNCIL OF BEAUFORT COUNTY**

\_\_\_\_\_  
**Joseph Passiment, Chairman**

**Clerk to Council**

\_\_\_\_\_  
**Sarah Brock**



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Resolution
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee
<b>PRESENTER INFORMATION:</b>
John Robinson Public Safety Assistant County Administrator <i>2 minutes</i>
<b>ITEM BACKGROUND:</b>
ASPCA (American Society for the Prevention of Cruelty to Animals) \$30,000 grant for Disaster Response (Council Vote History, etc.)
<b>PROJECT / ITEM NARRATIVE:</b>
<b>FISCAL IMPACT:</b>
\$0 impact, no matching funds required
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Recommend send to full council for acceptance.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve a resolution to accept \$30,000 grant funds from the ASPCA (American Society for the Prevention of Cruelty to Animals) for Disaster Response.  Move forward to council for April 10, 2023

**RESOLUTION 2023 / 12**

**A RESOLUTION TO ACCEPT THE 2022 AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS DISASTER RESPONSE GRANT OF \$30,000 FOR IMPROVING DISASTER RESILIENCE EFFORTS IN BEAUFORT COUNTY SOUTH CAROLINA.**

**WHEREAS**, Beaufort County Council is in good standing with the American Society for the Prevention of Cruelty to Animals (ASPCA) and submitted the application on October 26, 2022.

**WHEREAS**, Beaufort County Animal Control Services received notification of the grant award on December 12, 2022. This award is to be used exclusively for costs incurred directly in connection with disaster preparation, mitigation, and recovery efforts by Beaufort County Animal Services for the preservation and care of domestic and livestock animals in Beaufort County South Carolina.

**WHEREAS**, the Beaufort County Animal Control Services staff will execute the grant’s requirements during the calendar year 2023 and complete all applicable reporting deadlines that are specified in the award.

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of Beaufort County, South Carolina that:

County Council hereby approves the acceptance of the 2022 American Society for the Prevention of Cruelty to Animals Disaster Response Grant Award in the amount of \$30,000.

Adopted this \_\_\_\_ day of April 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

**Grant Agreement Reference:**

NAME: **Beaufort County Animal Services**  
PROJECT: **2022 ASPCA Disaster Response Grant**  
AMOUNT: **\$ 30,000**  
GRANT NUMBER: **202210-29892**  
GRANT EFFECTIVE DATE: **12/10/2022**  
GRANT EXPIRATION DATE: **12/31/2023**  
ASPCA GRANT OFFICER: **Tim Rickey**  
ASPCA GRANT MANAGER: **Ellen Vancelette**

December 12, 2022

Tallulah McGee  
Post Office Drawer 1228  
Beaufort, SC 29901

Dear Tallulah McGee,

The American Society for the Prevention of Cruelty to Animals (the “ASPCA”) is deeply honored to be able to grant to Beaufort County Animal Services (the “Grantee,” and together with the ASPCA, the “Parties” and each a “Party”) the amount of \$ 30,000 (the “Grant”). These funds are designated for 2022 ASPCA Disaster Response Grant, as described in the Grant request, the Grant Request Documents, and, if applicable, its amendments (the “Project”) and subject to the terms of this agreement (the “Agreement”).

Unless otherwise noted in the payment schedule below, the ASPCA shall issue the Grant to the Grantee approximately two to six weeks following receipt of the signed original contract, including all pages. By signing this Agreement, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the “Effective Date”):

**1. Grant Requirements.** The ASPCA shall pay the Grant to the Grantee according to the following schedule:

Payment ID	Due at	Amount Due
21352143	12/10/2022	\$ 30,000

Payment is contingent upon ASPCA's receipt of the signed Agreement from Grantee. The ASPCA will not advance Grant payment until all required documents have been received and reviewed.

The Grantee acknowledges and agrees that the Grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the Grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

The Grantee acknowledges and agrees that any proposed changes to the Project, including, but not limited to, the Project goals and objectives, the use or purpose of funds, the distribution of funds across approved budget items, or any other substantive changes to the Project shall be fully approved by the Grant Officer and memorialized with an amendment to the Agreement prior to initiating any such changes.

Unless Grantee is expressly exempt from this requirement (e.g. as an agency or instrumentality of government), it shall meet the ASPCA Grantee Organizational Standards (the "Standards"), attached hereto as **Schedule 1**. If Grantee does not meet the standards by the Effective Date, the ASPCA may, in its sole discretion, grant additional time for the Grantee to come into compliance with the Standards. If additional time is granted, Grantee shall have 12-months or until the Expiration Date, whichever is sooner, to comply with the requirements and provide proof of compliance as a part of its required reporting.

The Grantee agrees that at no time will any funds it receives from the ASPCA be used to attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of Internal Revenue Code Section 527(e)(2), and shall furthermore not use any of the funds it receives from the ASPCA to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

For projects that include grant funds used to purchase food for a gathering of individuals, the Grantee will limit the use of ASPCA funds to purchase vegetarian, vegan, fish or welfare-certified meat products only. "Welfare-certified meat products" shall mean products that are from farms, obtained either directly or through another supplier (restaurant, retailer, etc.), that are certified by at least one of the following certification programs: (a) Animal Welfare Approved; (b) Certified Humane; and/or (c) Global Animal Partnership, Steps 2 and above. For more information about welfare-certified products or where to locate welfare-certified products, please visit <http://www.asPCA.org/take-action/help-farm-animals/finding-higher-welfare-products>.

Employees, volunteers or other associates of the Grantee whose food expenses are reimbursed or otherwise paid from ASPCA grant funds, including, but not limited to beneficiaries of travel stipends



and scholarships, are strongly encouraged to choose higher-welfare meat products, fish, vegan or vegetarian food.

#### Grant Reporting:

The Grantee must submit reports (the “Grant Reports”) to provide the ASPCA with information about the Project and to ensure the Grant is being used as described in this Agreement. Grant Reports shall be due per the following schedule and must be submitted through the Grantee’s Fluxx account:

<b>Report Type</b>	<b>Due Date</b>
Final Report (as of 2021)	01/14/2024

The Grantee acknowledges it may be subject to additional reporting requirements as assigned by its ASPCA Grant Officer and set forth in the Grant record in Fluxx (the “Additional Reporting”). Additional Reporting shall be submitted as a part of the regular Grant Reports.

Grantees that fail to submit required documentation by the Final Report Due Date may jeopardize future grants and/or grant payments.

#### Grant Extensions:

Extension requests will not be considered for the Final Report Due Date. However, should the Grantee need a Grant extension due to unforeseen delays in the Project timeline, Grantee may request an extension by emailing [grants@aspc.org](mailto:grants@aspc.org) before the Grant Expiration Date. The ASPCA shall review the Grantee’s request and may grant an extension to the Grant term. If the ASPCA declines the request for an extension, or if the Project is completed but carries a balance of unspent funds, the Grantee shall promptly refund and pay back to the ASPCA the unexpended balance.

#### Ad Hoc Requirements:

The ASPCA may request additional information regarding the Project. Upon such a request, the Grantee must provide the requested information in a timely manner. Such additional information may include but is not limited to receipts, photographs, and press information.

The ASPCA may choose to conduct site visits of the Grantee’s location(s). The Grantee must provide the ASPCA with access to such locations at a date and time mutually agreed upon by the Parties.

**2. Compliance with the Law and Maintenance of Tax-Exempt Status.** In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations including but not limited to all applicable federal, state, and local employment laws, regulations, and rules.

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a “Funded Position”). The Grantee further agrees that it is

exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds (“Funded Contractor”). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

**3. License.** Each Party hereby grants to the other party a license to use the Party’s name and trademarks on materials directly related to the activities of the Project and/or the Grant.

All use of the ASPCA name and trademarks must comply with the ASPCA’s style guide. “ASPCA Trademarks” are: “ASPCA®”, which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and “The American Society for the Prevention of Cruelty to Animals®”.

**4. Acknowledgement of ASPCA Support.** In consideration of the Grant, the Grantee may publicly acknowledge that the Project was made possible through a generous grant from the ASPCA. If the Grantee chooses to make an acknowledgment, Grantee shall submit any Project acknowledgements that include the ASPCA’s name or trademarks to [press@aspca.org](mailto:press@aspca.org) for review and approval prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project acknowledgements shall be instituted by the Grantee without the prior written approval of the ASPCA. The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA’s involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA’s best interest to be referenced in such manner.

For further assistance regarding recognition of the Grant, including press releases, advisories, or general media outreach, please contact the ASPCA’s Media Department at [press@aspca.org](mailto:press@aspca.org) or visit <https://www.aspcapro.org/media-and-promotional-materials-aspcar-grant-recipients> for press release templates, logos, and other media materials.

**5. Records.** The Grantee will keep accurate books and records with respect to the grant in accordance with Generally Accepted Accounting Principles (GAAP) and business practices. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three (3) years after completion of the use of the Grant funds, and will furnish or make available such books, records, and

supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

**6. Termination.** The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

- a. If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
- b. In the case of any violation by the Grantee of the terms and conditions of this Agreement;
- c. In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or
- d. If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control or any expended Grant funds deemed to have been misappropriated per the terms of this Agreement.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds. All such determinations by the ASPCA under this **Section 6** will be final, binding and conclusive upon the Grantee.

**7. Future Funding.** The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

**8. Miscellaneous.** This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

Sincerely,

**THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**

DocuSigned by:  
*Lauren Martin*  
EB2960AC9B3D436...  
Lauren Martin

Vice President, Deputy General Counsel

**ACCEPTED AND AGREED:**

Beaufort County Animal Services

By (signature of CEO/President/Director): *Tallulah Trice*  
A1CDE45283C74C3...

Name/Title: Tallulah Trice Director

## Schedule 1

### ASPCA Grantee Organizational Standards

- Must have at least 4 board members
- Majority of the board must be independent<sup>1</sup>
- Chairperson and Treasurer shall not be compensated
- Business registration must be current/active in the Grantee's state of incorporation
- Charitable registration must be current/active in the state of the Grantee's primary location  
**(for grants =>\$25,000)**
- No overdue reports for any ASPCA grants, if applicable
- No overdue balances on prior grants, if applicable

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<sup>1</sup> This means that fewer than half of Grantee's Board members may be paid employees and/or family members or close relatives.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation to Award RFQ 122022E On-Call Right of Way Services
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee – March 27, 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Infrastructure (5 mins)
<b>ITEM BACKGROUND:</b>
On November 18, 2022, Beaufort County Transportation Engineering Department published a solicitation to contract with up to 5 qualified consultants experienced in providing right of way services for the purpose of acquiring right of way on various projects throughout Beaufort County which could include local and state maintained road projects and Stormwater management projects.
<b>PROJECT / ITEM NARRATIVE:</b>
5 responsive submissions were received on December 20, 2022, and reviewed by an evaluation team which determined the most qualified firms to be:  <ol style="list-style-type: none"><li>1. Michael Baker International</li><li>2. THC</li><li>3. ORC</li><li>4. Telics</li><li>5. Freehold Focus</li></ol>
<b>FISCAL IMPACT:</b>
The on-call consultants will provide proposals for each project they are assigned and will be brought before Committee and Council as outlined in the Beaufort County Procurement Code. The project will determine the funding source which could include, but not limit to, Road Use Fees, Impact Fees, C-Funds, Grants, Sales Tax, and any future funding source available for traffic and transportation projects. Amounts expended in each contract will not exceed budgeted amounts for the services rendered.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval to award RFQ 122022E On-Call Right of Way Services
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation to award RFQ 122022E On-Call Right of Way Services.  <i>Next Step: Move forward to County Council for recommendation to award RFQ 122022E On-Call Right of Way Services.</i>

On Call Right Of Way Services					
RFQ 122022E					
Summary Score Sheet					
Evaluators	Name of Company	Name of Company	Name of Company	Name of Company 2	Name of Company 3
	<u>Freehold Focus</u>	<u>Telics</u>	<u>ORC</u>	<u>Michael Baker International</u>	<u>THC</u>
Meetze	62	79	85	85	89
Ward	68	59	68	75	66
Wilson	78	78	79	85	83
TOTALS:	208	216	232	245	238
1. Michael Baker International	245				
2. THC	238				
3. ORC	232				
4. Telics	216				
5. Freehold Focus	208				



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of Award to Kimley Horn for Engineering Services to Cherry Point Road and the Intersection of SC 170 (\$162,752)
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee
<b>PRESENTER INFORMATION:</b>
Jared Fralix, PE – ACA Infrastructure Division Eric Claussen, PE, PTOE – Director of Engineering, Alternative (5 mins)
<b>ITEM BACKGROUND:</b>
Kimley Horn is one of the award firms for Beaufort County’s On-Call Traffic Consultants RFQ#083021E and asked to provide a scope and fee for engineering services related to improvements along Cherry Point Road and the intersection of SC 170. The improvements include widening Cherry Point Road from its intersection with SC 170 to Okatie Elementary School to include storage lanes for school traffic. Additionally, conceptual level engineering design for the intersection of SC 170 to include the long-term improvements along the corridor as identified in the LATS SC 170 Study.
<b>PROJECT / ITEM NARRATIVE:</b>
<b>Cherry Point Road</b> <ul style="list-style-type: none"><li>• Widening from a 2-lane road to 5-lane road from SC 170 to the Okatie Elementary School Driveway</li><li>• A “Through-Cut” intersection design at SC 170 with the following:<ul style="list-style-type: none"><li>• 2 receiving lanes at the intersection with SC 170</li><li>• 2 left turn lanes at the intersection of SC 170 with a storage to be determined</li><li>• Right turn lane at the intersection of SC 170 with a storage to be determined</li></ul></li></ul>
<b>SC 170</b> <ul style="list-style-type: none"><li>• An additional left turn lane from SC 170 to Cherry Point Road with a storage to be determined</li></ul>
<b>FISCAL IMPACT:</b>
The contract fee is lump sum in the amount of \$154,320. Staff recommends a 10% contingency of \$15,432, bringing the project total cost to \$169,752. The funding for this project is Capital Funds approved in the 2022/41 Budget Amendment Ordinance – account 10401243-54500 with a balance of \$5,852,448.23.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval to award the contract for Engineering Services to Cherry Point Road and the intersection of SC 170 to Kimley Horn
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation to award the contract for Engineering Services to Cherry Point Road and the intersection of SC 170 to Kimley Horn.  <i>Next Step: As the contract is less than \$200,000, the approval of County Council is not need. Staff will proceed with executing the contract.</i>





February 23, 2023

Eric Claussen, PE, PTOE  
 Director of Engineering  
 Beaufort County Engineering  
 PO Drawer 1228  
 Beaufort, SC 29901

**RE: *Professional Services Proposal for Cherry Point Road Widening and Intersection with SC 170 – Beaufort County, South Carolina***

Eric,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this letter proposal (the “Proposal”) to Beaufort County (“the Client”) for providing transportation and roadway engineering services related to the widening of Cherry Point Road and intersection improvements of Cherry Point Road with SC 170 in Beaufort County, South Carolina. Our project understanding, scope of services, schedule, and fee are described below.

## **PROJECT UNDERSTANDING**

It is our understanding that the Client would like to widen Cherry Point Road from its intersection with SC 170 to Okatie Elementary School. Depending on any storage lengths needed, Cherry Point Road will taper back into a 2-lane road after Okatie Elementary School and will be resurfaced to the residential development. Due to the widening, the intersection of Cherry Point Road and SC 170 will need improvements as well. Kimley-Horn will design intersection improvements and provide a conceptual level intersection design for future SC 170 improvements planned by Beaufort County. The scope of services for the improvements are defined below:

## **SCOPE OF SERVICES**

### **Task 1 – Intersection Capacity Analysis**

#### Data Collection

Kimley-Horn will utilize a subconsultant to collect peak hour (6-9 AM and 3-6 PM) turning movement counts at the following study area intersections:

- SC 170 at Cherry Point Road
- Cherry Point Road at Okatie Elementary School

#### Field Investigation

The two (2) intersections listed above will be inspected by Kimley-Horn via aerial photography to collect geometric information specific to each location. Following aerial inspection, Kimley-Horn will conduct a field review of the intersections.

#### Intersection Capacity Analysis

Kimley-horn will prepare a detailed intersection capacity analysis for the AM and PM peak hours using Synchro Version 11 at the intersections of:

- SC 170 (Okatie Highway) at Cherry Point Road
- Cherry Point Road at Okatie Elementary School

The capacity analysis will utilize the exiting peak hour traffic volumes and horizon year traffic volumes to determine deficiencies with the existing intersection configurations. The horizon year will be determined based on coordination with the Client. Kimley-Horn will model SC 170 under existing conditions with a through-cut on Cherry Point Road and Kimley-Horn will model SC 170 under future conditions studied in the AECOM SC 170 corridor study. Approved development traffic data will be coordinated with Beaufort County. To date Kimley-Horn is aware of the following approved developments along/near Cherry Point Road:

- Cherry Point Mixed-Use TIA – Kimley-Horn, July 2022
- Malind Bluff Development – Bihl Engineering, August 2019
- Okatie Village Development – Bihl Engineering, date unknown
- Speedway Gas/Convenience Store Development – Qk4, Inc, February 2020

These approved developments will be included in the Synchro analysis. The Synchro and resulting SimTraffic analysis will be used to determine storage lengths for the Roadway Design in Task 2. Kimley-Horn will utilize the Synchro models developed for the Cherry Point Mixed-Use TIA (Kimley-Horn, July 2022) as a base condition.

## Task 2 – Roadway Design

### Cherry Point Road

- Widening from a 2-lane road to 5-lane road from SC 170 to the Okatie Elementary School Driveway
- A “Through-Cut” intersection design at SC 170 with the following:
  - 2 receiving lanes at the intersection with SC 170
  - 2 left turn lanes at the intersection of SC 170 with a storage to be determined
  - Right turn lane at the intersection of SC 170 with a storage to be determined

### SC 170

- An additional left turn lane from SC 170 to Cherry Point Road with a storage to be determined

Kimley-Horn will develop roadway permit plans to reflect the design stated above. Permit plans will consist of the following: cover, general notes, property strip map, typical sections, roadway plans, profile, cross sections, permanent pavement markings and signing, traffic control plans, storm drainage improvements and erosion control. Kimley-Horn will prepare reproducible permit plans in general accordance with County and SCDOT general procedures and policies relating to local roadway design. Kimley-Horn will utilize SCDOT standard details for roadway, utility and drainage elements, and pavement markings. The intent of the drainage design will be to substantially maintain the existing drainage patterns, collection, and conveyance. It is assumed that stormwater improvements downstream of the roadway work will not be required.

Kimley-Horn will design any stormwater adjustments needed due to the design of the intersection improvements and widening. Kimley-Horn will create a Hydrology and Hydraulics Analysis Report to include the stormwater impacts to SCDOT right-of-way and submit that report to SCDOT as part of the required documentation for the SCDOT encroachment permit.

It is assumed that the utility coordination will be performed by Beaufort County. Kimley-Horn will provide Beaufort County with the anticipated impacts, and the county will coordinate the impacts with the utility companies.

It is assumed there will not be any further requirements from either the County or SCDOT for stormwater quality control beyond traditional stormwater conveyance measures, and as such, Kimley-Horn will not design a separate BMP for water treatment as a part of the roadway plans. Additional services will be required if further post construction stormwater devices are required.

Kimley-Horn will prepare a preliminary opinion of probable construction cost (OPCC) using current local and/or SCDOT unit costs for highway construction. Right-of-way and/or easement acquisition costs will not be included. Utility relocation costs also will not be included in the OPCC.

### **Task 3 – Conceptual Intersection Design**

Beaufort County has informed Kimley-Horn of future improvements to SC 170. Kimley-Horn will provide a concept of how the intersection of Cherry Point Road and SC 170 can be updated to include the future SC 170 improvements when they are implemented.

Kimley-Horn will develop geometric design criteria and horizontal layout for the conceptual intersection design to include dual right lanes from Cherry Point Rd onto SC 170 and necessary adjustments to the planned superstreet design on SC 170. The design will follow SCDOT standards. The layout will be prepared using MicroStation and will use existing aerial mapping and GIS data as a base. Any previous SCDOT plans in the area will be referenced as well if available.

Conceptual plans will show right-of-way, property, and wetland information based on available GIS data. One (1) conceptual design alternative will be developed for the proposed improvements.

The conceptual plans will be submitted to the Client for review and comment. Kimley-Horn will perform one (1) round of changes to the concept based on the comments received. Conceptual plans will be submitted in an 11"x17" pdf format.

### **Task 4 – Permitting**

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

It is assumed that all SCDOT permit plan review for the project will be performed by SCDOT District staff, and it is assumed that the permit plans will not be sent to SCDOT Headquarters for review.

Kimley-Horn will revise the permit plans in accordance with agency review comments and coordination with the County and SCDOT.

Kimley-Horn assumes that agency comments will include up to two (2) additional rounds of SCDOT and County comments before submitting final roadway design drawings. If SCDOT and the County approves the final plans, Kimley-Horn will submit an electronic copy of the final sealed plans to the Client for construction.

### **Task 5 – Survey and Subsurface Utility Exploration (SUE) By Others**

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

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

This task does not include Surface Utility Vacuum Excavation services as outlined in the ECS proposal. If vacuum excavation services are deemed necessary, additional services will be required.

### **ADDITIONAL SERVICES**

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates as we agree prior to their performance. Additional services may include services such as:

- Additional opinions of probable cost
- Additional concept designs
- Roadway post-construction stormwater controls (i.e., water quality BMPs) permitting or design services
- Structural design services
- Box culvert design
- Nonstandard SCDOT headwall Designs
- Retaining wall design
- Environmental services
- Utility Coordination
- Bid phase services
- Construction phase services
- Public Involvement
- Surface Utility Vacuum Excavation (By ECS per attached proposals)

### **INFORMATION PROVIDED BY THE CLIENT**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Survey of the project area to include a surface, alignment, utilities, pavement edges, and any drainage features.
- AutoCAD (.dwg) or Microstation (.dgn) files for the planned improvements for SC 170

## SCHEDULE

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

## FEE AND BILLING

Kimley-Horn will perform the Scope of Services for the total lump sum fees below.

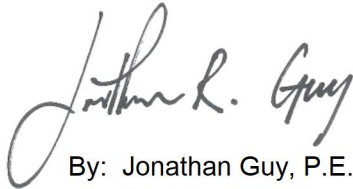
Task	Fee
Task 1 – Intersection Capacity Analysis	<b>\$9,245</b>
Task 2 – Roadway Design	<b>\$62,485</b>
Task 3 – Conceptual Intersection Design	<b>\$5,990</b>
Task 4 – Permitting	<b>\$4,500</b>
Task 5A - Survey by Andrew Engineering	<b>\$47,900</b>
Task 5B – SUE by ECS	<b>\$14,800</b>
Task 5C – Kimley-Horn Coordination with Surveyors	<b>\$9,400</b>
<b>Total</b>	<b>\$154,320</b>

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

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

Very truly yours,

KIMLEY-HORN



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



Dillon Turner, P.E., PTOE  
Project Manager

Agreed to this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Beaufort County**

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_  
\_\_\_\_\_

Attachments –

- i. Kimley-Horn Man-Hour Estimate
- ii. Andrews Engineering - Z23023 Survey Proposal for Cherry Point Road Route Survey
- iii. Andrews Engineering Man-Hour Estimate
- iv. ECS Scope of Work for Subsurface Utility Investigation Cherry Point Road Widening Project. ESP Proposal No. SUE2-23149

Cherry Point Road Design- Fee Proposal  
Kimley-Horn Staff Hours & Fees

Task 1 - Intersection Capacity Analysis	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00		
1.1 - Data Collection and Field Observations						
PM Kick-Off Meeting	4					
Data Collection	1			3	\$ 1,000.00	
Field Investigation	1			3		
Task 1.1 Hours:	6	0	0	6		
Task 1.1 Fees:	\$ 1,530.00	\$ -	\$ -	\$ 900.00	\$ 1,000.00	\$ 3,430.00
1.2 - Capacity Analysis						
Synchro Model Development	1.5		4	11		
MOE Summary	1.5		4	12		
Task 1.2 Hours:	\$ 3.00	\$ -	\$ 8.00	\$ 23.00		
Task 1.2 Fees:	\$ 765.00	\$ -	\$ 1,600.00	\$ 3,450.00	\$ -	\$ 5,815.00
					Kimley-Horn Fee:	\$ 9,245.00

Task 2 - Road Design	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00		
Project Start			1			
project folder set up			1			
.pcf file			1			
Geopak set up			1			
Border file			1.5			
Cover Sheet				4		
General construction notes				3		
Typical Sections				8		
Geometric layout				8		
Sheet Layout				2		
Geometric Labeling				6		
Existing Ground Profiles				2		
Plan Sheet Creation				4		
Pavement Marking Design and Labels				4		
Signing Design and Labels				4		
QC of pavement marking and signing			2			
Traffic Control Design				8		
Traffic Control Labels and Sheets				8		
Geopak Templates				4		
Geopak Modeling				30		
Surface Creation				3		
Cross Sections				4		
Cross Section Labeling				2		
Cross Section Sheets				2		
Drainage Delineation			12			
Drainage Calculations			20			
Ditch Design			20			
Erosion Control Design			10			
Drainage Report - Pre & Post Maps for SCDOT ROW			6			
Drainage Report - Writing and Tables			4			
Drainage Design and labels			6			
Drainage Sheets			1.5			
ROW Setting and Calcs			10			
Property Strip Map				8		
Quantities			2	8		
Detailed OPCC				5		
1st Submittal QC	4		8			
1st Submittal Markups			8	15		
Design adjustments per agency review #1			18	25		
2nd Submittal QC	2		5			
2nd Submittal Markups				10		
Design adjustments per agency review #2			10	20		
Final Submittal QC	1		4			
Final Submittal Markups				5		
Task 2 Hours:	7	0	152	202.0		
Task 2 Fees:	\$ 1,785.00	\$ -	\$ 30,400.00	\$ 30,300.00	\$ -	\$ 62,485.00
					Kimley-Horn Fee:	\$ 62,485.00



Task 3 - Conceptual Design	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00		
Border			2			
Aerial from Nearmap			1			
Horizontal Design			9			
Hatching			5			
Formatting			4			
QC		2				
Markups			4			
Design Criteria			2			
<i>Task 3 Hours:</i>	0	2	27	0		
<i>Task 3 Fees:</i>	\$ -	\$ 590.00	\$ 5,400.00	\$ -	\$ -	\$ 5,990.00
					<i>Kimley-Horn Fee:</i>	\$ 5,990.00

Task 4 - Permitting	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00		
Encroachment permit application			2			
permit checklist			2			
Authorization letter			1			
Pavement Design Coordination			4			
Performance Bond Coordination			2			
Drainage Statement			2			
Submittal #1			3.5			
Comment Responses to first review			1.5			
Submittal #2			3			
Comment Responses to 2nd Reiew			1.5			
<i>Task 3 Hours:</i>	0	0	22.5	0		
<i>Task 3 Fees:</i>	\$ -	\$ -	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
					<i>Kimley-Horn Fee:</i>	\$ 4,500.00

Task 5 - Survey Coordination	Project Manager/Senior Professional I	Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 255.00	\$ 295.00	\$ 200.00	\$ 150.00		
Survey Coordination		10	21	15		
<i>Task 3 Hours:</i>	0	10	21	15		
<i>Task 3 Fees:</i>	\$ -	\$ 2,950.00	\$ 4,200.00	\$ 2,250.00	\$ -	\$ 9,400.00
					<i>Kimley-Horn Fee:</i>	\$ 9,400.00

February 21, 2023

Dillon Turner  
[Dillon.Turner@kimley-horn.com](mailto:Dillon.Turner@kimley-horn.com)

**Re: Z23023 Survey Proposal for Cherry Point Road Route Survey**

Dear Dillon:

Andrews Engineering Co., Inc. ("AEC" or the "Consultant") is pleased to submit this proposal (the "Agreement") to Kimley-Horn (the "Client") to provide the surveying services as described above.

**SURVEYING**

1. Surveying Services
  - a. Prepare the route survey for the Cherry Point Road widening project.
  - b. The survey will include property lines based on recorded plats available in the public records and property corners that are located during the route survey effort, road centerline, drainage features and structures, and topography within the project limits (see attached map).
  - c. Prepare the digital terrain model for the project limits.
  - d. Coordinate with 811 Locates or Subsurface utility engineering consultant to locate the utilities and provide the utility locations on the route survey.
  - e. Locate wetland limits based on delineation provided by others.
  - f. Deliverables will be printed 24"x36" route survey, pdf file, CAD/dwg file.
  - g. The survey estimate for this project is **\$47,900.00**.
  - h. Subsurface Utility Engineering services are offered under a separate proposal provided by ESP Associates, LLC (see attached proposal).

**GENERAL**

1. Filing and Permit Fees
  - a. The Client shall pay all filing and permit fees.
  - b. The Client shall pay all capacity and impact fees.
2. Printing and Reproduction
  - c. All sets of plans for permitting, bidding, construction, etc., will be paid for by the Client at a rate of \$3.00 per 24" x 36" drawing.
  - d. All special reproduction expenses, shipping expenses, etc., will be paid for by the Client at a rate of cost x 1.15.
3. Additional Services
  - e. Additional services are those services not defined within this proposal.
  - f. The Client is responsible for payment for all services rendered, including agreed upon services not specifically defined within this proposal.
  - g. Additional services will be billed at the Consultant's standard billing rates, unless otherwise agreed upon in writing by the Client and Consultant.
  - h. Any services requiring outside consultants that are paid by Andrews Engineering, Inc., will be billed to the Client at a rate of cost x 1.15.
  - i. All special reproduction expenses, shipping expenses, etc., will be paid for by the Client at a rate of cost x 1.15.
4. Standard Billing Rates

Principal	\$165.00/hr.
Project Manager	\$138.00/hr.
Engineer	\$ 95.00/hr.
Engineer Technician	\$ 85.00/hr.
Admin	\$ 70.00/hr.
Field Inspector	\$ 113.00/hr.
Professional Land Surveyor	\$120.00/hr.
Party Chief	\$ 85.00/hr.
GPS Survey Crew	\$126.00/hr.
2-Man Survey Crew	\$143.00/hr.
Survey Tech	\$ 85.00/hr.

5. Terms

- a. Invoices will be mailed to the address provided by the Client for services performed and expenses incurred. Payment of each invoice is due within 30 days of transmittal. Interest will be added to accounts not paid within 30 days at a monthly rate of 1.5%.
- b. The Client must notify the Consultant in writing of any invoice the Client wishes to dispute or to request additional billing information. The Client shall have 25 days from the transmittal date of the invoice to make such notification. After 25 days the Client accepts the invoice as accurate and complete.
- c. If the Client fails to make any payment due to the Consultant, under this or any other agreement, within 45 days of the Consultant's transmittal of its invoice, the Consultant may suspend services until all amounts due are paid in full. All repercussions stemming from the suspended services shall be the sole responsibility of the Client.
- d. A collection agency or legal counsel may be retained to assist in the collection of unpaid invoices. Any charges incurred by the Consultant by these agencies or entities will be added to the outstanding balance owed the Consultant.
- e. If either party is required to move to enforce this agreement, the parties agree that the moving party shall be entitled to fees and expenses.
- f. The Client agrees that the payment to the Consultant is not subject to any contingency or condition including, but not limited to, the sale or acquisition of real property, financing, regulatory approval or permitting, the work of other professionals, or economic conditions.

Thank you for the opportunity to provide the surveying services as detailed above. Please return an executed copy of this agreement to our office if it meets your approval. This signed agreement will serve as our authorization to proceed with this project.

Sincerely,



Steve Andrews, PE

\_\_\_\_\_  
Kimley-Horn Representative

\_\_\_\_\_  
Date



2712 Bull St, Suite A  
Beaufort, SC 29902  
[www.andrews-sc.com](http://www.andrews-sc.com)

SURVEYING SERVICES  
CHERRY POINT ROAD & SC 170, BEAUFORT COUNTY  
PREPARED FOR: KIMLEY-HORN

Item 10.

DATE: FEBRUARY 21, 2023

PROPOSAL #: Z23023

Item No.	Task Description	Principal \$165 per hour	Project Manger \$138 per hour	Sr. Engineer \$123 per hour	Engineer \$95 per hour	Engineer Tech. \$85 per hour	Admin \$70 per hour	Field Inspector \$113 per hour	Prof. Land Surveyor \$120 per hour	Party Chief \$85 per hour	Survey Crew \$143 per hour	Survey Tech. \$85 per hour	Total Labor Amount
1	Primary Control Survey	1							4		40	4	\$ 6,705.00
2	Property Strip Map & Topo	1							6		156	8	\$ 23,873.00
3	Digital Terrain Model (DTM)	1	1	3					6			36	\$ 4,452.00
4	Process Survey Data and Mapping		1						6			48	\$ 4,938.00
5	Property Research and Reference Data	1							4			8	\$ 1,325.00
6	SurveyWetlands (Delineation by Others)			1					4			4	\$ 943.00
7	811 Utility Locate Coordiantion & Survey Utility Markings		2					4	1		24	16	\$ 5,640.00
8		4	4	4	0	0	0	4	31	0	220	124	
9	SUBTOTAL LABOR BUDGET:												\$ 47,876.00
										Subsurface Utility Engineering (Separate Proposal)		\$ -	
										SUBTOTOAL CONSULTANTS:		\$ -	
										Filing Fees			
										Reimbursable (postage, copies, etc.)			
										SUBTOTAL REIMBURSALBE EXPENSES:		\$ -	
										<b>TOTAL PROJECT BUDGET:</b>		<b>\$ 47,876.00</b>	



February 15, 2023

Mr. Steve Andrews Engineering, P.E.  
Andrews Engineering  
2712 Bull St. Suite A  
Beaufort, South Carolina 29902

**Re: SCOPE OF WORK FOR SUBSURFACE UTILITY INVESTIGATION  
Cherry Point Rd. Widening Project  
Beaufort County, South Carolina  
ESP Proposal No. SUE2- 23149**

Dear Mr. Andrews:

ESP Associates, Inc. (ESP) appreciates the opportunity to provide this scope of work for Subsurface Utility Investigation services for the above referenced project. The basis of this proposal is from telephone and email correspondences with Mr. Steve Andrews, P.E. and Mr. Andy Klosterman, P.E., from Andrews Engineering along with a PDF file showing the project extents.

### **PROJECT INFORMATION**

We understand that Andrews Engineering will be supporting Kimley-Horn with survey and design for the intersection improvements and road widening in Beaufort County. The extent of the SUE investigation includes approximately 2,970 feet of Cherry Point Rd., approximately 1,150 feet of SC 170, approximately 300 feet of Pearlstine Rd., and approximately 415 feet of Okatie Elementary School's entrance road. Costs have been provided to break out the intersection of SC 170 and Pearlstine Rd. portion as a separate line item from the Cherry Point Rd. and School entrance.

The approximate site limits can be seen in the attached figure provided by Andrews Engineering.

### **SCOPE OF SERVICES**

#### **I. SUBSURFACE UTILITY INVESTIGATION SERVICES**

Our services under this agreement will include the following: ESP Associates will deploy electromagnetic (EM) pipe and cable locators and ground penetrating radar (GPR) to determine the approximate horizontal position of detectable utilities along the selected corridors within the project footprint. The horizontal positions of detectable utilities will

be marked on the ground using paint and/or pin flags, and a not to scale site sketch will be provided. The investigation will include all typical utilities with the exception of gravity systems. Andrews Engineering will be responsible for the survey and mapping of designated utilities for this project. Due to site conditions, ESP may not be able to locate all lines. Due caution should be used prior to any excavation work being performed on site

Our services under this agreement will include the following:

**Subsurface Utility Record Research:** ESP will contact SC811 to determine which member utilities have facilities in the project area. ESP will then request records from all member utility owners with underground facilities within the site limits. If records are not available, we will request a site meeting to identify the owners' facilities. Please note that utility records may take a significant amount of time to receive, up to 2-4 weeks and may not be received prior to field investigations depending upon project schedule. The records received may be used to select the final limits for the subsurface utility investigation outlined below.

**Utility Feature Survey:** ESP will supplement the project existing conditions survey by reviewing utility features surveyed and adding any missed features found during our investigation.

**Subsurface Utility Investigation:** ESP Associates will deploy EM pipe and cable locators and GPR to determine the approximate horizontal position of detectable utilities along the selected corridors within the project footprint. The horizontal positions of detectable utilities will be marked on the ground using paint and/or pin flags, and a not to scale site sketch will be provided. The investigation will include all typical utilities except for gravity systems. Andrews Engineering will be responsible for the survey and mapping of designated utilities for this project.

ESP will review the utility information and provide comments regarding completeness in relation to record information and sketches. Any utilities shown on provided records and not able to be designated will be added to the drawings as data according to record (DATR).

**Subsurface Utility Vacuum Excavation:** ESP has been requested to perform vacuum excavation test holes as a part of this scope of work. Since the number and locations of test holes is not known at this time, unit rates for vacuum excavation (test holes) services are included in this scope of work. Test hole information and assumptions provided below and are based on performing a minimum number of five (5) holes. If fewer test holes are requested, modified pricing may be required.

### **Subsurface Utility Vacuum Excavation**

Subsurface utility vacuum excavation (potholing) will be performed if requested by Andrews Engineering.

- ESP will contact SC811 to request utility marking prior to performing vacuum excavation.
- ESP will “set-up” each test hole by deploying EM and GPR to designate and confirm the target utility prior to initiating vacuum excavation activities.
- ESP will set hubs and obtain depth measurements at each test hole location. Hubs will be surveyed by Andrews Engineering.
- ESP will obtain the utility size, material type where reasonably ascertainable, and depth of cover to the top of the subject utility at each test hole. A vacuum excavation test hole report will be prepared for each test hole.
- If air excavation is used, then all spoils removed the test hole will be placed back in the hole and compacted in 6-inch lifts. Spoils not suitable for placement back in a test hole will be removed from the project site. We assume that no contaminated soils will be present which would require special equipment decontamination.
- If test holes are in a hard surface (asphalt or concrete) the surface will be patched using asphalt cold patch or concrete mix. Additional repair requirements, if required, will be billed at cost 15% and will be approved prior to performing work.
- Maintenance of traffic (MOT), if required, will be billed at cost plus 15%. The rates below are for budgeting purposes only as actual cost may vary depending upon requirements of selected test hole locations.
- The below costs are based upon a minimum of five (5) test holes being completed. If fewer than five (5) locations are selected, unit costs may need to be adjusted.
- *MOT lane closure costs will be billed separately as a direct cost (cost + 15%). ESP estimates lane closure cost rates to be approximately \$2,500/day. An estimate for traffic control can be provided once test hole locations have been selected. If ESP anticipates the need for traffic control after reviewing selected test hole locations, Client will be notified before proceeding.*

### **FINAL DELIVERABLE**

Following completion of the field investigations, ESP will provide a not-to-scale field sketch of the areas included in the subsurface utility investigation. Pictures will be available if requested. Reports will be provided for each vacuum excavation test hole completed.

## SCHEDULE

Following your approval, ESP will initiate the tasks described above. The subsurface utility investigation field work will require up to 6 days. A schedule for test holes will be established if and when the number and locations of test holes are selected. It is assumed that a typical workday will be no more than 10 hours and no restrictions on working hours are anticipated. Project deliverables will be provided within 15 business days following completion of field investigations. If this schedule or scope of work is not satisfactory, we will make every effort to modify it to meet your needs. ESP assumes you will be the recipient of our deliverables and we will not distribute them to any other party without prior approval from you.

## FEE SCHEDULE

*Our fees for the above services are shown below:*

- *Subsurface Utility Engineering Investigation*
  - *Records Research/PM Review: \$1,600.00 (Lump sum)*
  - *Subsurface Utility Investigation:*
    - *SC170 Centerline to NW and Pearlstine Rd.: \$5,500.00*
    - *Cherry Point Rd. and School Entrance: \$7,700.00*
  - *Total Estimated Fees: \$14,800.00*
- *Subsurface utility vacuum excavation:*
  - *Vacuum excavation-holes- \$1,100.00/each (Minimum 5 locations)*
  - *Mobilization/Setup Fee- \$1,200.00*
  - *Traffic control- \$2,500.00/day (estimated)*

## ASSUMPTIONS

Our assumptions associated with the scope and fee are provided below:

- If underground utilities are damaged within area of investigation, whether marked by ESP or not, it is the Andrews Engineering obligation to notify ESP within 48 hours of any damage to allow ESP to investigate the damage. Failure to notify ESP within 48 hours absolves ESP from any potential liability for claims.
- We assume that all field activities can be performed during normal business hours. If night or weekend work is required, surcharges may apply.



- All arrangements regarding site access to lift stations and clearing of surface obstruction from the areas of investigation will be made by Andrews Engineering before and during the field work.
- Andrews Engineering accepts that a significant amount of marking paint may be applied to the ground surface during the field work and should notify ESP prior to the investigation if marking paint should not be applied to any areas.
- Although geophysical methods provide a high level of assurance in determining the location of subsurface objects, the possibility exists that not all features will be detected due to depth, size, soil conditions, and other reasons beyond ESP's control. For example, utilities present at depths below an instrument's detection limit cannot be located. Therefore, it is understood that no non-invasive instrument is guaranteed to detect 100% of subsurface utilities or other features. In instances where precise horizontal and vertical is critical, minimally invasive methods such as vacuum excavation should be utilized to visually inspect and survey the feature. Therefore, due caution should be used when performing any subsurface excavation and ESP is not liable for any damages that occur unless it is demonstrated that the damages occurred as a result of our negligence.

### **COMPENSATION**

Our services will be billed monthly, with payments due upon receipt and considered past due 30 days following the invoice date. ESP will invoice for out-of-scope expenses incurred as part of this work at cost plus 15% including, but not limited to, the following: submittal fees required for approval of the project, printing costs, overnight shipping, pickup/delivery expenses, travel time, travel expenses, mileage, and any other expenses associated with our work. Any services not specifically listed above can be provided at our prevailing hourly rates at the time the request for such services is made or under a separately negotiated contract.

### **AUTHORIZATION**

Please indicate your acceptance of our proposal by signing and returning two originals of this proposal to our office. By acceptance of this proposal, clients are guaranteeing ESP that owner(s) has/have granted permission for ESP to access the site and perform the above tasks. Upon receipt of the signed original agreements, we will execute both originals, return one original to you, and proceed with the performance of our services. This instrument contains the entire agreement between the parties and may not be altered, modified, amended, or assigned in any respect except by written instrument signed by all parties hereto. This proposal may be withdrawn by ESP if not executed within 60 days of the date of the proposal.

## CLOSING

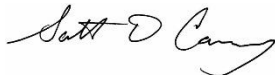
ESP appreciates the opportunity to provide this scope of work for subsurface utility engineering services for the above referenced project. If you should have questions concerning this proposal or if additional information is required, please contact me at (843) 697-1571 or [wdovell@espassociates.com](mailto:wdovell@espassociates.com).

Sincerely,

**ESP Associates, Inc.**



William Dovell  
Department Manager



Scott D. Carney, P.E.  
SUE Division Manager

Attachments: Site Limits; ESP Terms & Conditions

### Site Limits



# Statement of Terms and Conditions

Item 10.

**PREAMBLE: THIS CONTRACT CONTAINS LIMITATIONS OF WARRANTY AND LIABILITY, AMONG OTHER THINGS. YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY AND TO SEEK COUNSEL REGARDING ANY QUESTIONS YOU MAY HAVE RELATED TO THE LANGUAGE CONTAINED HEREIN.**

**WITNESSETH: WHEREAS,** Client desires to contract with Consultant to furnish Services to Client's project identified above.

**WHEREAS,** Consultant is engaged in the business of providing services and related labor, materials, and equipment. (herein individually and collectively referred to as Services.)

**NOW, THEREFORE,** in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

**OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide services as described in Consultant's proposal for services and agrees that such services and any additional services authorized by client, shall be governed by this Agreement.

**CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the attached proposal each of which is incorporated into the other.

**PAYMENT:** Client will pay Consultant for services and expenses in accordance with the Contract Documents. The current fee schedule in effect for the location providing the services shall be used as the amount to be paid by client for services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Each invoice, on presentation, is due and payable by Client. Invoices are past due 30 days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred by Consultant in collecting past due amounts shall be paid by the Client.

Consultant shall be paid in full for all services rendered under this agreement, including any additional services authorized by Client in excess of those stated in this Agreement.

The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project.

**WARRANTY AND STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of others ordinarily providing similar services in the same or similar locality as the one where the services are performed. In the event any portion of the Services fails to substantially comply with this warranty and standard of care obligation and Consultant is promptly notified in writing prior to ninety (90) days after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services.

**THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.**

This **Warranty And Standard Of Care** is in lieu of all other warranties and standards of care. No other warranty or standard of

care, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal, by oral communications or by any representations made regarding the services included in this Agreement.

**LIMITATION OF LIABILITY** - Consultant and Client mutually agree that the services provided pursuant to this Agreement involve risks or liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Therefore, the total cumulative liability of Consultant, its agents, employees and subcontractors whether in contract, tort including negligence (whether sole or concurrent) and strict liability, or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement **shall not exceed the total fees paid by Client or fifty thousand dollars, whichever is greater and such shall constitute liquidated damages.** At additional cost, Client may obtain a higher limit of liability prior to commencement of services. The additional cost is compensation to Consultant for increasing the Consultant's limit of liability. The additional cost is not an insurance cost. Consultant's consideration to Client for this limit of liability is specifically reflected in Consultant's fees for services under this Agreement as such fees are less than Consultant would be paid for services under an Agreement without a limitation of liability. **Client is cautioned that this is a limited liability Agreement limiting the liability of Consultant; therefore, Client is advised to carefully review Client's risk of liability related to this contract and address such risks through Client's insurance or other means.**

**DISCLAIMER OF CONSEQUENTIAL DAMAGES - In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including lost profits and loss of use.**

**REPORTS** - In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the services provided by Consultant to Client pursuant to this agreement are provided for the exclusive use of Client, Client's agents, and employees, all instruments of service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of the Services are, and shall remain, the sole and exclusive property of Consultant.

Should Client make instruments of service, including reports, available to strangers or request that Consultant address or forward copies of such to strangers, then Consultant's obligation with regard to such reports shall be to Client only, and limited to the provisions of this Agreement. Client may request that Consultant forward instruments of service to strangers or add addressees (an addressee is a stranger which receives a report prepared for Client but at Client's request such report is addressed to the stranger) to the instruments of service. Consultant reserves the right in its sole discretion to grant or deny Client's request and to charge additional fees for granting such a request. Such strangers and addressees receiving instruments of service shall as strangers to this Agreement have no recourse or basis for claim against Consultant and in consideration for receiving such, agree to look solely to Client as provider of the instruments of service. Client shall indemnify and hold harmless Consultant, its agents, employees and subcontractors from any stranger's use or costs, liabilities, claims and attorney's fees arising from any stranger's

use or reliance on instruments of services when such use or reliance is with Client's knowledge.

**SAFETY** - With respect to the performance of the Services, Consultant shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. Should Client, or third parties be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

**CONFIDENTIALITY** - Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative and to persons designated by the authorized representative to receive such information.

**SAMPLES** - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

**INVENTIONS** - Any and all inventions or discoveries relating to the Services, including improvements and modifications to existing products or processes made or conceived by Consultant or its employees during the term of this Agreement are and shall remain the sole and exclusive property of Consultant.

**REPRESENTATIONS OF CLIENT** - Client warrants and covenants that sufficient funds are available upon receipt of Consultant's invoice to make payment in full for the services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge. Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-to-entry onto the project site and permission to perform the services included in this Agreement.

**PROJECT SITE** - Reasonable precautions will be taken to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and hold Consultant harmless from any claims and costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

**Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death and property liability including costs and attorney's fees resulting from damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.)**

**arising from the performance of Consultant's services when the existence of such are not called to Consultant's attention in writing or the location not correctly identified in information furnished Consultant.**

**TERMINATION FOR CONVENIENCE** - Upon written notice, Client or Consultant may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant for all services performed up to the dispatch or receipt of the termination notice. Upon termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included herein.

**UNFORESEEN OCCURRENCES** - If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may; (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

**DELAYS** - Should completion of any portion of the Services be delayed for causes beyond the reasonable control of or without the fault or negligence of Consultant, the time for performance shall be extended for a period equal to the delay.

**INSURANCE** - Consultant shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Workmen's Compensation Insurance and Employer's Liability Insurance. (2) Comprehensive Automobile Liability Insurance with limits of \$1,000,000.00 Certificates can be issued upon request identifying details and limits of coverage.

**INDEMNITY** - Client agrees to indemnify, defend and save harmless Consultant, its agents, employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement and reasonable attorney's fees), which Consultant may incur, become responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property or both, to the extent caused by Client's negligence or willful misconduct.

Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, defend, and save harmless each other in proportion to their relative degree of fault.

**NON-SOLICITATION** - Client does hereby agree not to seek to influence any employee of Consultant to leave Consultant's employ and or become directly or indirectly an employee or representative for Client. Client further agrees that breach of this condition will cause Consultant substantial and irreparable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, Consultant shall have the right to seek specific performance and injunctive relief.

# Statement of Terms and Conditions

Item 10.

**CAPTIONS AND HEADINGS** - The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provisions of or scope or intent of this Agreement.

**NO AMENDMENT/ WAIVER** – This Contract may only be amended by the written agreement of the Consultant and the Client. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

**LAW TO APPLY** - The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina., without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Should any provision of this Agreement be deemed unenforceable by any court of competent jurisdiction, those provisions deemed unenforceable shall be severed from the body of this Agreement, so that the primary intent of this Agreement shall remain intact.

**INTERPRETATION** -- Since both the Consultant and Client have reviewed this Contract, the normal rule of construction that any ambiguities in this Contract are to be resolved against the drafting party shall not apply.

**CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.**

**ENTIRE AGREEMENT** - This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions and Agreements, whether written or oral, between the parties regarding same. TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

**FORCE MAJEURE** – In the event that either party is unable to carry out its obligations under this Agreement, wholly or in part, due to circumstance beyond its control, including without limitation, fire; explosions; floods; acts of God; war or other hostilities; civil commotion; governmental acts, orders or regulations; then upon giving prompt notice of force majeure to the other party, the party so affected shall be released without any liabilities on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period that its performance of said obligations is prevented by circumstance of force majeure.

**COMPLIANCE WITH LAW AND EEOC COMPLIANCE** - During performance hereunder, and every activity connected herewith, the client/vendor shall comply fully with all applicable laws, ordinances, rules and regulations, and if requested and/or required, shall furnish evidence satisfactory to ESP of such compliance. In addition, client/vendor shall comply with the then current provisions of the Equal Opportunity Clause at 41 CFR 60-1.4, 60-250 and 60-741.4, which are hereby incorporated by reference.

If applicable to this purchase order, subcontract, or bill of lading, the affirmative action clause for disabled workers (41 CFR § 60-741.4), the equal opportunity clause in Section 202 of Executive Order 11246 (41 CFR § 60-1 through 60-50), and the affirmative action clause for covered veterans (41 CFR 6--300) are hereby incorporated herein by reference. Further, if applicable, seller agrees to file Standard Form 100 (EEO-1) and the VETS-100A report. The contractor agrees to comply with 29 CFR Part 471, Appendix A to Subpart A.

**This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

**ATTORNEYS FEES** – Should Consultant deem it necessary to retain an attorney or other counsel to defend and/or pursue the enforcement of this Agreement, Consultant shall be entitled to recover reasonable attorneys' fees and costs.

**MATERIAL FACT WITNESS** – Should parties involved with Client's project become engaged in a claim in which ESP is not named, and ESP is required/requested to provide testimony, by deposition, or client request, regarding the contents of our work, ESP shall be compensated for ESP's time and materials (copies, shipping fee, etc.) as an additional service to our contract with Client. Our fees and expenses will be invoiced at our prevailing hourly and unit rates. Any request for Expert Witness services will be contracted under a separate agreement.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of Award to Mead & Hunt for Engineering Services for the SC 46 Widening Project (\$1,053,734.19)
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee – 03/27/2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, PE – Assistant County Administrator, Infrastructure Division Eric Claussen, PE, PTOE – Director of Engineering, Alternate (5 mins)
<b>ITEM BACKGROUND:</b>
Mead & Hunt is one of the award firms for Beaufort County’s On-Call Transportation Consultants RFQ#051922E and asked to provide a scope and fee for engineering services related to improvements on SC 46 from the roundabout at SC 170 to the Melanie Lowther Memorial Bridge. The improvements include widening SC 46 from a two-lane section to a four-lane divided and/or five-lane section including safety enhancements to the SC 170 & SC 46 roundabout.
<b>PROJECT / ITEM NARRATIVE:</b>
The project will consist of roadway improvements to approximately 2 miles of SC 46 from the New River to SC 170. The proposed work will consist of widening SC 46 from two to four lanes. It is assumed that the roadway section will be four lanes, with a raised median, designated bike lane, and shared-use path with open drainage systems. The scope of services will include all work associated with the development of construction plans. It is anticipated that the NEPA process will be followed for this contract.
<b>FISCAL IMPACT:</b>
The contract fee is for time & materials in the amount of \$957,940.19. Staff recommends a 10% contingency of \$95,794.00, bringing the project’s total cost to \$1,053,734.19. The funding for this project is Capital Funds approved in the 2022/41 Budget Amendment Ordinance – account 10401243-54500 with a balance of \$5,852,448.23.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval to award Mead & Hunt for Engineering Services for the SC 46 Widening Project
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the recommendation to award Mead & Hunt for Engineering Services for the SC 46 Widening Project.  <i>Next Step: Move forward to County Council to award Mead &amp; Hunt for Engineering Services for the SC 46 Widening Project.</i>

December 5, 2022  
ERIC CLAUSSEN  
DIRECTOR OF ENGINEERING  
BEAUFORT COUNTY  
2266 BOUNDARY STREET  
BEAUFORT, SC 29902

RE: SC 46 WIDENING, BLUFFTON, SC  
SCOPE AND FEE

Dear Mr. Claussen:

Mead & Hunt is pleased to submit this proposal to provide design services for the SC 46 Widening Project. As requested, we have submitted a detailed scope of services and a cost-plus fixed fee proposal for your consideration. Mead & Hunt, in partnership with F&ME, McCormick Taylor, Platinum Geomatics and Brockington and Associates, is proud to offer our services for this project. The Mead & Hunt team will provide the County with reliable engineering services of the highest integrity and value.

The project will consist of the development of 30% plans to widen SC 46 to four lanes as detailed in the attached scope. The tasks associated with this project will be performed on a time and expense contract not to exceed a price of \$957,940.19

We appreciate this opportunity and look forward to continuing to build our relationship with you and the Beaufort County team.

Sincerely,  
Mead & Hunt, Inc.



Christopher Baker, PE  
Project Manager



## Beaufort County

### Scope of Services

#### SC 46 Widening

#### SUMMARY OF WORK

The project will consist of roadway improvements to approximately 2 miles of SC 46 from the New River to SC 170. The proposed work will consist of widening SC 46 from two to four lanes. It is assumed that the roadway section will be four lanes, with a raised median, designated bike lane, shared use path with open drainage systems.

The scope of services will include all work associated with the development of construction plans. It is anticipated that the NEPA process will be followed for this contract.

Task 1: Project Management and Coordination	\$60,850.00
Task 2: Public Involvement and Stakeholder Interaction	\$54,444.00
Task 3: Environmental Documentation/Process	\$66,998.44
Task 4: Aerial & Field Surveys	\$148,696.00
Task 5: Roadway Design and Plan Preparation	\$259,972.00
Task 6: Traffic Analysis and Signal Warrant	\$20,172.00
Task 7: Hydrology and Hydraulic Design and Plans	\$133,713.75
Task 8: Roadway Structures	\$39,629.00
Task 9: Utility Coordination	\$34,240.00
Task 10: Subsurface Utility Engineering	\$93,500.00
Task 11: Geotechnical Engineering	\$25,475.00
Direct Costs:	\$20,250.00
<b>TOTAL PROJECT COSTS</b>	<b>\$957,940.19</b>

**TASK 1: PROJECT MANAGEMENT AND COORDINATION**

Project goals and objectives will be determined through coordination between Mead & Hunt, Inc. (Consultant), Beaufort County (County), Town of Bluffton (Town) and the South Carolina Department of Transportation (SCDOT), assuming that this project will be executed in accordance with the Intergovernmental Agreement (IGA) between the County and SCDOT.

**Project Management and Coordination**

The Consultant will manage the project to conform to the “SCDOT Standards for Highway Construction in compliance with all Federal standards”. The process will include the following duties:

- Coordinate with County’s and SCDOT’s Project Managers. Arrange and attend project meetings, conferences, and on-site review meetings. Prepare and distribute meeting minutes.
- Manage and monitor the project schedule as set forth in the contract. Keep the county up to date on the schedule and items that may affect the overall project schedule.
- Prepare monthly invoices for county review, approval, and payment. Review subconsultant invoices and cost submittals included for payment in monthly invoices. Monitor payments to subconsultants for services provided.
- Provide monthly status reports detailing the progress of the project to include milestones reached and issues encountered that were satisfactorily resolved during the previous month.
- Provide overall management of all design efforts including the management of subconsultants and team members. Monitor subconsultant activities for adherence to overall project schedule and budget.

*Assumptions:*

- 1) *Management time for the project is assumed to be 12 months*
- 2) *4 project meetings in Beaufort*
- 3) *3 meetings with the County and SCDOT*
- 4) *2 miscellaneous meetings*

*Deliverables:*

- 1) *12 Monthly status reports will be provided.*
- 2) *Meeting minutes for each meeting.*

**TASK 2: PUBLIC INVOLVEMENT & STAKEHOLDER INTERACTION**

Community Relations Support – The Consultant will coordinate with the County to identify the stakeholders and determine at what stages throughout the project development process to engage the stakeholders and solicit feedback.

- Initial Stakeholder Meetings – If requested by the County, the Consultant will hold meetings with community stakeholders.

- Public Information Meeting (PIM) – The Consultant will organize one (1) Public Information Meeting. This PIM will be held near the project location to facilitate discussions and obtain public feedback. The PIM will be held prior to finalizing the 30% Roadway Plans.
- PIM Materials – The Consultant will develop a Project Handout and a display layout illustrating the proposed improvements, typical sections, limits of the project, etc.
- PIM Material Review Meeting - One (1) meeting will be held with the County and SCDOT to review the materials that will be presented at the PIM.

*Assumptions:*

- 1) *Responses will be provided to comments received from the PIM.*

*Deliverables:*

- 1) *Comment forms collected and reviewed after the PIM*
- 2) *Three (3) project layout drawings will be provided for the PIM.  
One hundred fifty (150) project handouts will be provided at the PIM.*

**TASK 3: ENVIRONMENTAL DOCUMENTATION/PROCESS**

**Jurisdictional Determination**

- The Consultant shall perform a Jurisdictional Delineation utilizing the three-parameter approach (hydric soils, hydrophilic vegetation, and wetland hydrology) set forth in the 1987 USACOE Wetland Delineation Manual and the applicable supplemental specification.
- The Consultant shall provide an assessment and documentation of site conditions as to the presence and/or absence of wetland areas to include identification and marking of any upland/wetland boundaries with sequentially numbered flags. Additionally, using submeter GPS or survey data, the Consultant will plot the wetland boundaries on a surveyed map. The Consultant shall also provide electronic copies of any GIS CAD files that are produced.
- Following the delineation of the upland/wetland boundaries, the Consultant shall submit a request to the Charleston District U.S. Army Corps of Engineers (USACE) for a Jurisdictional Determination, and copy (cc) the County.

**Coordination with USACE**

- Due to the complexity of this project, the Consultant shall schedule an onsite meeting with the USACE to review the wetland boundaries, and discuss any particular regulatory concerns related to the proposed project. The Consultant shall make a determination of the aquatic significance of all wetlands, and confirm these findings with USACE personnel.

- **Section 7 Compliance** - In accordance with regulatory requirements, the Consultant will prepare and provide the USACE documentation (Biological Assessment) to demonstrate compliance with Section 7 of the Endangered Species Act. The Consultant shall utilize IPaC (Information for Planning and Consultation).
  - No Critical Habitats are identified on IPaC as of October 2022.
  - Surveys will need to be conducted for the following terrestrial species which have the potential for habitat:
    - Northern Long-Eared Bat (*Myotis Septentrionalis*) (T)
    - Eastern Black Rail (*Laterallus Jamaicensis Ssp. Jamaicensis*) (T)
    - Piping Plover (*Charadrius Melodus*) (T)
    - Red Knot (*Calidris Canutus Rufa*) (T)
    - Red-Cockaded Woodpecker (*Picooides Borealis*) (E)
    - American Wood Stork (*Mycteria Americana*) (T)
    - Frosted Flatwood Salamander (*Ambystoma Cingulatum*) (T) > Critical Habitat Identified West Of The New River
    - American Chaffseed (*Schwalbea Americana*) (E)
    - Canby’s Dropwort (*Oxypolis Canbyi*) (E)
    - Pondberry (*Lindera Melissifolia*) (E)
  - Please note: The U.S. Fish and Wildlife Service (USFWS) plans to update their listing of the Monarch Butterfly (*Danaus Plexippus*) and the tri-colored bat (*Perimyotis Subflavus*) to a threatened and/or endangered species, which would result in the need for surveys of these species as well.
- **Cultural Resources Survey** -Brockington and Associates (Subconsultant) will perform a cultural resources survey in compliance with Section 106 of the Historic Preservation Act in anticipation of a Nationwide wetlands permit through the USACE. The survey will include:
  - A search of the subscriber’s version of the state’s online cultural resources database
  - Archival research of historic maps, plats, and aerial photographs of the property.
  - Archaeological survey following the SC Standards and Guidelines updated in 2013
  - Technical report summarizing the results of the survey and recommendations for SHPO and USACE review.
  - QA/QC of Permit Materials

**NEPA Coordination**

- The project is eligible for a non-programmatic categorical exclusion (NPCE) based on the need for additional right-of-way and potential for cultural and wetland impacts.
- The project limits include the May River Scenic Byway designated by the State of South Carolina Department of Transportation. This byway starts on SC 46 at the

Jasper/Beaufort County line and goes for 11 miles through historic Bluffton to Brighton Beach located on the May River. The route is characterized by wetlands, oak canopies, plantations, historic sites, and scenic vistas. Coordination with SCDOT during design will be needed to ensure retention of the characteristics that make the area scenic. A portion of this Byway has already been expanded from two to four lanes.

**TASK 4: AERIAL & FIELD SURVEYS**

Consultant will develop survey basemaps for use in plan development.

- **Aerial Mapping** – Consultant will obtain new color aerial imagery and LiDAR data to support one-foot DTM collection and 1”=50’ scale planimetric features. The corridor is assumed to be for 300’ (150’ each side of centerline) along SC 46. Aerial LiDAR data will be collected simultaneously at a nominal point spacing which exceeds the usual ppm for transportation projects. The resulting Digital Terrain Model (DTM) will be enhanced by collecting breaks in the terrain to enhance the surface. All mapping and control shall be done in accordance with the most recent version of SCDOT’s Survey Manual.
  - The ground control will consist of aerial panels/photo-identifiable features on paved surfaces at >1,500’ intervals. Vertical check shots will be observed at intervals between each pair of the aerial panels/photo-identifiable features to serve as check.
- **Field Surveys** – Consultant will provide additional onsite field surveys to supplement the aerial mapping. The onsite field surveys will:
  - Verify stormwater features
  - Include existing right-of-way and property frontages
  - Supplement obscured areas
  - Set control points
- **Courthouse Research:** Consultant will conduct courthouse research to obtain deeds and/or plats of record from the County Register of Deeds in order to plot the property. Consultant will obtain SCDOT record plans for the most current dockets and other R/W information to assist in the establishment of the right of way and plot existing properties.

**TASK 5: ROADWAY DESIGN AND PLAN DEVELOPMENT**

**Preliminary Roadway Plans**

Prior to beginning plan development the consultant will analyze alternative alignments for consideration by the County/SCDOT. The alternatives will consider impacts such as utilities, property owners, constructability, wetland impacts etc. Preliminary cross sections, profiles and limits of construction will be developed to analyze the impacts.

To preliminary plans submittal will consist of:

- Roadway geometric alignment and profile in sufficient detail and in the appropriate format, to clearly illustrate significant design features of the project.

- Preliminary roadway plans per SCDOT Roadway Design Manual guidelines. Development of preliminary plans will begin immediately upon receipt of survey data. Sections of the preliminary plans shall be completed as soon as the requisite decisions of the conceptual roadway development process have been made and the typical sections have been established then approved by the County.
- Documented QC/QA materials
- Preliminary Cost Estimate

Preliminary plans layout will be developed and serve as the base documents for further refinement into the final R/W plans and construction documents.

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

- *The preliminary plans shall contain sufficient details of pertinent physical features to illustrate the design which will include:*
  1. *Detail plan layout, including all geometric data*
  2. *If necessary, section on structure type, size, and centerline location*
  3. *Horizontal and vertical alignments*
  4. *Typical sections*
  5. *Limits of existing R/W and adjacent properties*
  6. *Type, size, and location of major above ground utility facilities*
  7. *Preliminary cross-sections per SCDOT standards*
  8. *Limits and configuration of proposed R/W*
  9. *Preliminary cost estimate*

*Assumptions:*

- 1) *The project will be reviewed by SCDOT’s Design Support group.*
- 2) *The Consultant will submit the roadway design criteria for approval to the SCDOT prior to Preliminary Plan submittal.*
- 3) *SCDOT to provide one round of written comments within four (4) weeks after initial submittal.*
- 4) *One Design Field Review (DFR) will be scheduled at the completion of 30% plans.*
- 5) *The typical section(s) will be submitted for approval to the SCDOT prior to Preliminary Plan submittal.*

*Deliverables:*

- 1) *Preliminary Roadway Plans*
- 2) *One (1) electronic copy of all Microstation files upon request*
- 3) *Preliminary Construction Cost Estimate*

**TASK 6: TRAFFIC ANALYSIS AND SIGNAL WARRANT**

This task will involve the collection of traffic counts and analysis for the intersection of SC 46 with the two intersections of Heritage Parkway.

**COORDINATION**

- Email and telephone conversations with the County regarding known traffic operational issues, history of problems, etc.
- One in person meeting to discuss results
- Coordination with subconsultant

**DATA COLLECTION**

- Turning Movement Counts
  - Two (2) - 12 - Hour Turning Movement Count for a typical weekday when school is in session
  - One (1) - 3 day – 24-hour directional counts
- Evaluate Sight Distances
  - Evaluate sight distance to confirm they exceed AASHTO minimum requirements.
- Peak Period Traffic Data Collection and Observations. The work during each peak period will include general traffic observations of queues, delays, driver behaviors; field measuring delays on the STOP controlled side street and the main roadway left turns; and field measuring queues (average, minimum, maximum). We will photograph commonly observed unusual or erratic behaviors by vehicles or pedestrians that may be contributing to operation deficiencies. Photograph long queues or blocking issues. Review intersection for tell-tale signs of possible un-reported crashes.
  - One peak period (highest volumes of Weekday AM or PM peak period)

**HISTORICAL CRASH DATA ANALYSIS**

- Review the crash data provided by Beaufort County for the prior five (5) year period. We assume the crash data will be provided by the County (or SCDPS/SCDMV) at no cost to consultant.
- Identify and review trends by time of day, day of week, season, lighting, pavement conditions, approach, crash type, etc.
- Correlate crash patterns with geometric, traffic control and traffic operations to identify potential causes of the crash patterns, if any.

**SIGNAL WARRANT ANALYSIS**

- MUTCD Signal Warrant Analysis
  - This analysis assumes the existing geometric configuration, as well as proposed safety countermeasure improvements.
  - Prepare an MUTCD signal warrant analysis using HCS software under weekday traffic volumes.

- Safety Countermeasures
  - Identify mitigation measures for safety improvements including alternative intersections, signing/markings improvements, geometric improvements
  - Analyze impact of countermeasure using HCM methodology
  - Provide high level schematic improvement plan

**TECHNICAL MEMO**

- Prepare a brief (2-3 pages) technical memo. The memo will outline:
  - Existing Conditions and Intersection Characteristics
  - Crash Data Analysis
  - Signal Warrant Analysis
  - Conclusion
- Receive and respond to comments from County/SCDOT on the technical report.

***TASK 7: HYDROLOGY AND HYDRAULIC DESIGN AND PLANS***

All designs and documents will follow the following design criteria:

- SCDOT’s Requirements for Hydraulic Design Studies, latest edition;
- SCDOT Standard Drawings, latest edition;
- The Environmental Protection Agency’s (EPA) National Pollution Discharge Elimination System (NPDES) as administered under general permit by the SC Department of Health and Environmental Control (DHEC);
- FEMA Regulations, 44CFR Chapter 1;
- State Stormwater and Sediment and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.; South Carolina State Water Law;
- AASHTO “Highway Drainage Guidelines” dated 2007;
- “SoLoCo Stormwater Design Manual”;
- SCDOT Supplemental Technical Specifications.

**FLOODPLAINS**

Based on the results of a hydraulic design study performed according to SCDOT Guidelines for Hydraulic Design Studies the following statements should be included in the environmental document where applicable: Regarding FEMA designated floodways, McCormick Taylor shall include either a ‘no effect’ statement or a ‘conditional letter of map revision;’ otherwise McCormick Taylor will include a statement that “based on the hydraulic analysis of the pre-construction and post-construction discharges, the planned roadway improvements will have no significant impact on either flood elevations or flood widths.” A floodplain checklist will be completed and included as an Appendix to the environmental document. In the event a



no rise certification or no significant impact can be achieved a supplement may be required to provide the necessary efforts associated with a CLOMR/LOMR.

## ROADWAY DRAINAGE

McCormick Taylor will perform all aspects of the preliminary roadway drainage and drainage design and will follow all guidelines for roadway surface drainage and sediment and erosion control. The impacts to the existing hydrology due to the proposed project will be evaluated. Based on this evaluation, design alternatives to control flooding and manage the runoff associated with the project will be examined. Designs will be performed for ditches, storm sewer facilities, cross line culverts and energy dissipaters as necessary. McCormick Taylor will provide the roadway hydrologic services listed below:

- Establish design criteria.
- Perform field investigation(s) to:
  - Inventory the location and condition of the existing storm drainage appurtenances.
  - Determine the boundaries of tributary watersheds draining through the area.
  - Identify and evaluate the usability of drainage outfall ditches.
  - Determine preliminary location of inlets, catch basins and sediment damn/basins.
- Data Collection
  - Land use data for existing and proposed developments.
  - Determine if there is any involvement in floodways or flood hazard areas.
  - Identify flooding problems associated with the project based on historical information.
  - Identify receiving stream(s) for the project and cross check with SC DHEC's most current 303(d) list and table for water bodies with approved TMDL's.
  - Obtain plans of existing roads that will impact the project.
- Preliminary Roadway Plans Engineering Services for Hydraulic/Hydrologic Design
  - Prepare the appropriate drainage basin map using existing topographic maps, information gathered from the field investigation(s) and available information from federal, state and local agencies.
  - Perform a hydrologic study of the watershed(s) affected by the roadway and pedestrian improvements.
  - Verify the adequacy of the existing storm drainage facilities for any additional flows caused by the proposed improvements.
  - Development of preliminary storm drainage plan and type, size, invert elevation and location of major storm drainage features including outfall ditches, sediment basins and roadway ditches;
  - Prepare CAD drawings of preliminary drainage system layout and provide to Mead and Hunt to incorporate into their plans. Provide drainage related details. Profiles and cross sections will not be completed at this stage.
  - Prepare a report summarizing the findings of the hydrologic analysis and computations, including cost estimates for upgrading any undersized storm water appurtenances affected by the proposed improvements.
  - Attend DFR and one field meeting with Prime, Beaufort County and other stakeholders.

**FEMA FLOODPLAIN ANALYSIS**

- A portion of the project is located in FEMA Zone A (no elevation provided) and just upstream of a FEMA Zone AE with an elevation of 5 feet, indicating that the area is determined to be inside the 1.0% annual chance flood. The flood plain is shown adjacent to both sides of the roadway, with a portion of the roadway being shown as overtopped during the 1.0% annual chance flood, near the intersection of SC 46 and Heritage Parkway. The proposed roadway widening will be constructed in fill which may create an impact to the FEMA regulated water surface elevation, an analysis will be required to ascertain a no rise certification. As this route is an Emergency Evacuation Rout, the proposed road will need to be outside the 1.0% annual chance floodplain. FEMA Flood Insurance Rate Maps for Beaufort County shows the flooding source, as New River Creek. McCormick Taylor will coordinate with Mead and Hunt on the proposed grading and potential impacts to the FEMA flood plain.
- McCormick Taylor will obtain the FEMA Effective Model and create a second model incorporating the obtained survey data. A model for existing conditions will be prepared to compare against the proposed roadway alignment. A preliminary final conditions model will be prepared based on the chosen alternative and preliminary roadway design. McCormick Taylor will follow requirements in the SCDOT Hydraulic Design Studies as well as coordinate with the County’s Floodplain Administrator. It is anticipated that a no impact to the 100-year water surface elevation can be achieved with this project. A no rise certification will be prepared in the subsequent phases as final design commences to accompany the proposed roadway and submitted to the County’s Floodplain Administrator. It will not be prepared under this scope of services.
- McCormick Taylor will provide Quality Control and Quality Assurance of the FEMA study for completeness, correctness, accuracy, and consistency with the above referenced standards.

**POST CONSTRUCTION STORMWATER MANAGEMENT**

- The post construction stormwater management will follow the 2020 Southern Lowcountry Stormwater Design Manual (SoLoCo). The SoLoCo design manual indicates that the project location is within the Bacteria and Shellfish Watershed Protection Area. The Bacteria and Shellfish Watershed Protection Areas are either impaired or have TMDLs, or the receiving waters are classified for shellfish harvesting. These watersheds require greater protection due to their Clean Water Act status or water quality classification. McCormick Taylor will collaborate with Mead and Hunt to identify suitable locations for the post construction stormwater bmp locations. McCormick Taylor will provide locations of geotechnical borings and infiltration tests to Mead and Hunt. McCormick Taylor will coordinate with Mead and Hunt to ensure proposed stormwater BMP locations are captured in the topographic survey. The project shall meet the following performance requirements:
  - Water Quality: Implementation of Better Site Design and retain 95th percentile storm on-site with approved infiltration/filtering BMPs. Fulfill MEP requirements or as a last resort, fulfill off-site credit and/or fee in lieu requirements

- As a pollutant removal minimum, intercept and treat stormwater runoff volume to at least an 80 percent reduction in total suspended solids load, 30 percent reduction of total nitrogen load and 60 percent reduction in bacteria load.
- Peak Control: Control the post development peak runoff discharge rate for the 2, 10, and 25-year 24 design storm events to the pre-development discharge rates.
- Accommodate the 100-year, 24-hour storm event conveyance through the site and downstream without causing damage/inundation of structures. Provide 10% rule analysis
- Complete a natural resources inventory for new site development applications. This is a requirement of the permit application.
- McCormick Taylor will prepare a Stormwater Management Concept Plan and Report based upon Mead and Hunt’s Preliminary Roadway Plans. This plan will include low impact style post construction stormwater BMPs. The concept plan will include:
  - Pre and Post Hydrology and Hydraulics
  - Siting and preliminary sizing of post construction stormwater BMPs
  - Typical details
  - Engineer’s opinion of probable costs
- McCormick Taylor will provide Quality Control and Quality Assurance of the Stormwater Management Concept Plan and Report

**PROJECT MEETINGS**

- McCormick Taylor will conduct a preliminary site visit and attend a project kickoff meeting to gain greater familiarity of the project location and identify potential project challenges.
- McCormick Taylor will attend monthly project meetings with the design team. It is anticipated that there will be 12 meetings over the course of the project.
- Representatives from McCormick Taylor will attend one (1) design field review meetings following each of the milestone submissions for a total of three review meetings. All information gathered during these field investigations will be evaluated and plans revised accordingly. McCormick Taylor will provide a summary of each field review.

*Deliverables:*

1. *Preliminary set of electronic drainage, stormwater, and associated plan sheets.*
2. *Preliminary Drainage and Stormwater Management Design Study/Report.*
3. *Preliminary FEMA HECRAS Model and summary, data and models.*
4. *Electronic PDF file of correspondence to the local municipal floodplain coordinator(s).*
5. *Preliminary Quantities and cost estimate information for drainage, and stormwater management.*

*Assumptions:*

1. *All services described herein will be conducted with reference to SCDOT requirements and guidelines, such as “Requirements for Hydraulic Design Studies,” the “Plan Preparation Guide,” and the SCDOT Standard Drawings.*
2. *The project falls within a TMDL for Dissolved Oxygen, Fecal Coliform Impairments.*

3. *The project falls within the 303d list for Fecal.*
4. *Project must comply with 2020 Southern Lowcountry Stormwater Design Manual*

*Task 7 Exclusions:*

1. *Semi-Final, Final, and Advertisement level design services*
2. *Erosion and Sediment Control Plans*
3. *Geotechnical exploration, analysis, and design including slope stability computations. Mead and Hunt will be required to provide geotechnical borings and infiltration tests at proposed post construction stormwater bmp locations. McCormick Taylor will provide these locations to Mead and Hunt. This will be performed under a separate contract.*
4. *Utility test pits to determine vertical location of underground utilities are to be provided to MT from Mead and Hunt. These will be performed under a separate contract.*
5. *Design of drainage system components that would be categorized by SCDOT as a “small structure” or bridge. This includes box culverts.*
6. *H&H Analysis and FEMA modeling or coordination with the New River Bridge crossing*
7. *FEMA CLOMR/LOMR*
8. *Attendance at public meetings or stakeholder meetings, other than meetings with the Client or design team.*
9. *Advertisement phase and Construction Phase services and support*
10. *As-Built review and certifications*
11. *Development of mitigation design plans onsite or offsite to establish mitigation areas.*
12. *SCDOT Encroachment Permits*

**TASK 8: ROADWAY STRUCTURES**

This task will consist of the design and plan development for the replacement of the bridge over the New River Trail with a box culvert. The Consultant will conform to the applicable design manuals, standards, and guidelines in preparation of roadway structure designs for SCDOT roadways.

**Box Culvert Design and Plans**

Design Basis Statement – The Consultant will perform preliminary design activities and a basic alternative analysis necessary for one single barrel precast concrete box culvert (<20 feet total span) with an estimated length of 120 LF.

The Consultant will conform to the following SCDOT and FHWA design standards in preparation of the box culvert plans:

- SCDOT Road Standard Drawings and Details, latest versions
- SCDOT Bridge Drawings and Details, latest versions
- SCDOT Geotechnical Design Manual, 2019, Version 2.0, with latest Geotechnical Design Bulletins
- SCDOT Bridge Design Manual, 2006 edition

- SCDOT Bridge Design Memorandums (to RPG Structural Engineers and Design Consultants, issued after April, 2006)
- SCDOT Standard Specifications for Highway Construction, 2007 edition
- Standard Special Provisions and Supplemental Specifications used by SCDOT
- AASHTO LRFD Bridge Design Specifications, 2017 8th Edition

**Box Culvert Preliminary Plans**

The Consultant will develop preliminary roadway structure plans to replace the existing bridge structures within the project limits. Preliminary plans shall be prepared in conformance with the current practice of the SCDOT. The plans will also incorporate pedestrian lighting needs through the box culvert.

**Preliminary Box Culvert Quantities and Cost Estimates**

The Consultant will develop quantities and associated construction material costs for preliminary plans.

**Plans QA/QC**

Prior to submittal to the County/SCDOT, all plan sheets and documents shall be thoroughly reviewed by the Consultant for completeness, correctness, accuracy, and consistency with the above referenced requirements and in accordance with internal QA/QC procedures. Roadway structure plans will be included in road plan submittals and will be reviewed by SCDOT Structural Design Support group and other groups as necessary for Quality Assurance review in conjunction with the road plans. The Consultant shall respond to all comments and provide verification plan sets as necessary to close out all comments.

*Deliverables:*

- 1) *One (1) electronic pdf copy of special provisions in Word format*

*Assumptions:*

- 1) *It is assumed that one (1) single-barrel precast concrete box culvert (<20 feet total span) will be necessary for this project, at 120 LF*
- 2) *It is assumed the culvert will be precast concrete and the structural design of the precast boxes will be performed by the precast supplier.*

**TASK 9: UTILITY COORDINATION**

**General Responsibilities and Duties:**

- The Consultant shall have the responsibility of coordinating the Project development with all utilities that may be affected. All utility relocations shall be handled in accordance with the SCDOT’s “A Policy for Accommodating Utilities on Highway Rights of Way” and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A & B.
- These services shall be performed by individuals skilled and experienced in utility coordination services.
- The Consultant shall work with designers of the Project to avoid conflicts with utilities where possible and minimize impacts where conflicts cannot be avoided. This may include, but is not limited to, utilizing all available utility data, whether obtained from SUE services, as-built plans, or provided by the County or some other source. The Consultant will be expected to determine all utility conflict points, including all work to properly analyze each conflict point, and make recommendations for resolution of the conflict where possible.
- The utility company shall not begin their relocation work until authorized in writing by the County.

Early Utility Coordination

- **Project Preliminary Review:** The Consultant shall coordinate with the County to collect and review available project plans and the proposed scope of construction.
- **Utility Introduction Letter:** The Consultant shall develop a Utility Introduction Letter for each utility company. This letter shall be populated by the Consultant with the utility company’s information (to include the company’s email address) and electronically sent to the County for signature. The Consultant will then distribute the letters via e-mail to the utilities.
- **Utility Record Collection and Review:** The Consultant shall initiate early coordination with all utility companies that are located within the Project limits. Coordination shall include, but shall not be limited to, contacting each utility company to advise the company of the proposed Project, obtaining copies of as-built plans for the existing utility facilities (if available), perform a review of utility as-built plans and determine the utility company’s requirements for the relocation of their facilities.
- **Site Visit:** The Consultant shall perform a site visit for a visual inventory of existing utilities within the proposed project limits.
- **Coordination Meeting with Utility Companies:** The Consultant shall coordinate and conduct a preliminary review meeting with the utility companies (if deemed necessary) for the completion of Early Utility Coordination.
- **Early Utility Coordination Email:** The Consultant shall prepare and send the Early Utility Coordination Email to the County. Email to be used as an informal summary of the Early Utility Coordination tasks.

*Deliverables: The Consultant shall prepare and submit to the County an Early Utility Coordination Email which includes:*

- 1) *List of all utility companies and contact information within the project limits*
- 2) *Utility Introduction Letter*
- 3) *Early assessment of each Utility Company’s facilities located within project limits*

- 4) *Site Visit documentation (notes, photographs, drawings, etc.).*
- 5) *Utility Companies Coordination Meeting Notes*
- 6) *Utility Records*

### **TASK 10: SUBSURFACE UTILITY ENGINEERING**

Consultant will provide a Quality Level B (QL-B) SUE investigation for this corridor. This task will begin with thorough research of the records for all utilities, public and private, located within the project limits. Once the records research has been completed, field staff will designate and mark all observable utilities found within the corridor marking each utility with a designated color to discern the utilities present and their location. Once the utilities have been designated, Consultant will survey each utility and collect all utility poles to include overhead connectivity. A thorough QA/QC of all designated and located utilities will be performed to ensure all data has been thoroughly investigated, designated, and located in accordance with SCDOT's SUE specifications. The final deliverables for this work will be provided in a composite drawing.

Itemized SUE tasks:

- Records Research
- Recover Survey Control
- Designate & Mark Existing Utilities
- Survey Designated Markings/Above Ground Utility Surface Features
- Survey Utility Poles and Record Overhead Connectivity
- Develop Utility Composite Drawing (UTLE.dgn)
- Final QA/QC

### **TASK 11: GEOTECHNICAL ENGINEERING**

- FME will contact the SC811 prior to our field exploration services. Beaufort County is responsible for locating and marking any utilities that are not located by SC811. FME is not responsible for damage to unmarked or incorrectly marked utility lines.
- FME will provided traffic control for safe access to the test locations. FME anticipates that SCDOT style traffic control will be needed with a flagger.
- FME will file an encroachment permit application with SCDOT unless FME is instructed that one is not needed per the County's agreement with the SCDOT.
- FME proposes to advance five (5) Standard Penetration Test (SPT) borings. Four (4) SPT borings will be performed for the roadway widening, and one (1) SPT boring will be performed for the box culvert placement. Borings for this exploration will be extended to depths ranging from five (5) to fifty (50) feet below the ground surface depending on boring location. FME estimates the total drilling depth to be one hundred (100) feet. Sampling will be conducted continuously in the top ten (10) feet, then in five (5) feet intervals thereafter.
- FME proposes to preform one (1) or more Multi-Channel Analysis of Surface Waves (MASW) arrays at the box culvert to approximate shear wave velocities. In the upper 100

feet.

- Borings will occur from the roadway with an on-road drill rig. Clearing will not be needed
- FME will obtain two (2) bulk soil samples for analysis and FME may attempt up to two (2) Shelby Tube samples if soft clays are encountered.
- FME will collect the asphalt pavement cores from the borings performed in the roadway
- FME will submit the Consultant Seismic Request Form to the SCDOT for an ADRS curve
- Groundwater level will be measured at the time of boring and then backfilled with auger cuttings, and the asphalt pavement cores will be patched with cold patch asphalt pavement.
- Recovered hand auger samples will be classified in the field per the Unified Soil Classification System (USCS) by the Visual-Manual Soil Classification method. Samples will be placed in plastic bags and sealed after classification. Samples will be transported to FME’s laboratory where a select number of samples will be tested. The laboratory test program will include six (6) grain size distributions, Atterberg limits, and moisture content determinations. The results of the laboratory test program will aid in the approximation of soil properties and will supplement classifications made by the Visual-Manual method. Each bulk soil sample will be tested by Standard Proctor. One (1) bulk soil sample will be tested for 3-Point CBR. FME will also perform one (1) shear test either on a bulk sample or Shelby Tube sample. FME may also perform a consolidation testing on a Shelby Tube sample.
- FME will provide a conceptual geotechnical report. This report is not intended to be used as a preliminary geotechnical report or to meet the SCDOT GDM requirements for preliminary roadway or preliminary bridge report. The conceptual report will include a summary of our exploration, boring logs, laboratory data, ground water measurements, SCDOT ADRS curve, and boring location plan in SCDOT format. The report will also include commentary on the following:
  - Liquefaction potential and possible mitigation that may be needed at the new culvert;
  - Available pavement Structural Number;
  - Reuse of onsite soils as embankment fill;
  - Anticipated ground water elevation and possible mitigation techniques; and
  - Foundation concept for culvert;
  - Ground improvements for culvert approaches; and
  - Embankment stability for sliver fills under static loading.



**BEAUFORT COUNTY - SC 46 WIDENING**  
 BEAUFORT, SOUTH CAROLINA  
 FEE BREAKDOWN  
 December 5, 2022



TASK	Principal	PROJECT MANAGER	SENIOR ROADWAY ENGINEER	ROADWAY ENGINEER	SENIOR TRAFFIC ENGINEER	TRAFFIC ENGINEER	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	SENIOR ENV. SCIENTIST	ENV. SCIENTIST	SR. UTILITY PROJECT MANAGER	SR. UTILITY COORDINATOR	UTILITY COORDINATOR	JR. UTILITY COORDINATOR	REGISTERED LAND SURVEYOR	SURVEY CREW CHIEF	SURVEY INSTRUMENT MAN	ENGINEERING TECHNICIAN	PUBLIC INVOLVEMENT SPECIALIST	ADMIN. ASSIST.	TOTAL HOURS	TASK TOTAL	
Task 1: Project Management and Coordination	80	180																	50	40	350	\$60,850.00	
Task 2: Public Involvement & Stakeholder Interaction	30	30	26	50														60	116	30	342	\$54,444.00	
Task 3 - Environmental Documentation/Process									160	184												344	\$45,208.00
Task 3 - Environmental Documentation/Process (Subconsultant)	SEE SUBCONSULTANT PROPOSAL																						\$21,790.44
Task 4: Aerial & Field Surveys															262		864					1126	\$121,196.00
Task 4: Aerial & Field Surveys (Subconsultant)	SEE SUBCONSULTANT PROPOSAL																						\$27,500.00
Task 5: Roadway Design & Plan Development		16	360	760														540			1676	\$259,972.00	
Task 6: Traffic Analysis and Signal Warrant					12	48												48				108	\$17,172.00
Task 6: Traffic Analysis and Signal Warrant (Subconsultant)	SEE SUBCONSULTANT PROPOSAL																						\$3,000.00
Task 7: Hydrology and Hydraulic Design and Plans (Subconsultant)	SEE SUBCONSULTANT PROPOSAL																						\$133,713.75
Task 8: Roadway Structures							16	80			8	24	60					65				253	\$39,629.00
Task 9: Utility Coordination											20		80	140								240	\$34,240.00
Task 10: Subsurface Utility Engineering (Subconsultant)	SEE SUBCONSULTANT PROPOSAL																						\$93,500.00
Task 11: Geotechnical Engineering (Subconsultant)	SEE SUBCONSULTANT PROPOSAL																						\$25,475.00
<b>MAN HOUR TOTAL:</b>	<b>110</b>	<b>226</b>	<b>386</b>	<b>810</b>	<b>12</b>	<b>48</b>	<b>16</b>	<b>80</b>	<b>160</b>	<b>184</b>	<b>28</b>	<b>24</b>	<b>140</b>	<b>140</b>	<b>262</b>	<b>0</b>	<b>864</b>	<b>713</b>	<b>166</b>	<b>70</b>	<b>4329</b>		
<b>HOURLYRATE</b>	<b>\$210.00</b>	<b>\$177.00</b>	<b>\$177.00</b>	<b>\$160.00</b>	<b>\$191.00</b>	<b>\$177.00</b>	<b>\$191.00</b>	<b>\$167.00</b>	<b>\$148.00</b>	<b>\$117.00</b>	<b>\$210.00</b>	<b>\$167.00</b>	<b>\$148.00</b>	<b>\$130.00</b>	<b>\$146.00</b>	<b>\$130.00</b>	<b>\$96.00</b>	<b>\$133.00</b>	<b>\$167.00</b>	<b>\$96.00</b>			
<b>BUDGETED COST</b>	<b>\$23,100.00</b>	<b>\$40,002.00</b>	<b>\$68,322.00</b>	<b>\$129,600.00</b>	<b>\$2,292.00</b>	<b>\$8,496.00</b>	<b>\$3,056.00</b>	<b>\$13,360.00</b>	<b>\$23,680.00</b>	<b>\$21,528.00</b>	<b>\$5,880.00</b>	<b>\$4,008.00</b>	<b>\$20,720.00</b>	<b>\$18,200.00</b>	<b>\$38,252.00</b>	<b>\$0.00</b>	<b>\$82,944.00</b>	<b>\$94,829.00</b>	<b>\$27,722.00</b>	<b>\$6,720.00</b>			
																						<b>LABOR TOTAL: \$937,690.19</b>	
Mileage	10000 Miles		\$0.585 / Mile																			\$5,850.00	
Prints (8.5x11)	Pages		\$0.25 / Pages																			\$0.00	
Prints (22x36)	Rolls		\$50.00 / Roll																			\$0.00	
Postage	Lump Sum		\$15.00 Each																			\$0.00	
Permitting	Lump Sum		\$1,000.00 Each																			\$0.00	
Per-Diem	80 Lump Sum		\$30.00 Per Day Based on two man crew																			\$2,400.00	
Lodging	60 Per Night		\$200.00 Per Night																			\$12,000.00	
																						<b>DIRECT TOTAL COST (ROUNDED): \$20,250.00</b>	
<b>TOTAL PROJECT FEE:</b>																						<b>\$957,940.19</b>	