



Public Facilities and Safety Committee Beaufort County, SC

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

**Monday, August 19, 2024
3:00 PM**

AGENDA

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES- June 04, 2024 & June 24, 2024
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

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

AGENDA ITEMS

- [8.](#) 2018 ONE CENT TRANSPORTATION SALES TAX UPDATE - Jared Fralix, Assistant County Administrator - Infrastructure
- [9.](#) PRESENTATION ON ROAD AND SIGNAL ASSETS - Bryan Bauer, Interim Director of Engineering
- [10.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ADOPT THE 2023 BEAUFORT COUNTY TRAFFIC CALMING POLICY -Bryan Bauer, Interim Engineering Director

- [11.](#) RECOMMEND APPROVAL TO COUNCIL TO AUTHORIZE THE COUNTY ADMINISTRATOR TO ENTER A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) FOR THREE PROJECTS: US 278 CORRIDOR STUDY, SC 170 CORRIDOR STUDY, AND INTELLIGENT TRANSPORTATION SYSTEM (ITS) MASTER PLAN (**FISCAL IMPACT: Each of these projects are 100% funded through LATS federal guideshare funds. No Beaufort County funds are required**) - Jared Fralix, Assistant County Administrator - Infrastructure
- [12.](#) RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS COOLER TRACT B (**FISCAL IMPACT: The cost of the purchase is be the appraisal value, \$1,140,000, plus closing costs. Funding for this project is Land Purchase account 4000-80-1000-54400 with a balance of \$3,000,000**) - Brittany Ward, County Attorney for Administration and Departments
- [13.](#) RECOMMEND APPROVAL TO COUNCIL TO AWARD A CONTRACT TO WOOD & PARTNERS FOR IFB #030524 CAMP ST. MARY'S PARK A&E SERVICE (**FISCAL IMPACT: \$284,150**) - Hank Amundson, Special Assistant to the Administrator
- [14.](#) RECOMMEND APPROVAL OF CONTRACT AWARD TO WILMA'S TANK & PUMP COMPANY FOR IFB #061124, CAMP ST. MARY'S BUILDING DEMOLITION (**FISCAL IMPACT: Funding comes from the Passive Parks Bond Fund #4502-80-0000-54420 with a FY25 account balance of \$3,559,180**) - Hank Amundson, Special Assistant to the Administrator
- [15.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A SOLID WASTE MANAGEMENT GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (DES) FOR \$115,750.00 (**FISCAL IMPACT: This is a reimbursement grant. All qualifying expenses will be submitted for reimbursement up to \$115,750.00. Funds have been budgeted for in FY25. Solid Waste account: 2555-90-1340-57130-SWREC**) - Dave Wilhelm, Interim Public Works Director
- [16.](#) RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A WASTE OIL GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (DES) FOR \$68,403.60 (**FISCAL IMPACT: This is a reimbursement grant. All qualifying expenses will be submitted for reimbursement up to \$68,403.60. Funds have been budgeted for in FY25. Solid Waste account: 2555-90-1340-57130-SWOIL**) - Dave Wilhelm, Interim Public Works Director
- [17.](#) DISCUSSION REGARDING FUNDING OF A HANGAR CONSTRUCTION PROJECT AT THE BEAUFORT EXECUTIVE AIRPORT - Jon Rembold, Airports Director
- [18.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA AIRPORT IMPROVEMENT PROJECT GRANT (AIP) FOR ST. JAMES BAPTIST CHURCH RELOCATION ENVIRONMENTAL DOCUMENTATION PHASE I - CONTINGENT UPON FINAL FAA OFFER (**FISCAL IMPACT: The AIP program provides 90% of the project funding (\$325,769), and airport operations will fund 10% \$36,197.03. Grant Expenditures - GL Code 5402-90-0000-57130. This line item provides initial funding since all grants are reimbursable**) - Jon Rembold; Airports Director
- [19.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA BIL AIG GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER (**FISCAL IMPACT: The FAA will provide 90% \$448,000 of the total project cost, SCAC will fund 5% \$24,889, and airport operations will find 5% \$24,889**) - Jon Rembold; Airports Director
- [20.](#) A RESOLUTION TO ACCEPT FAA AIP GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER

(FISCAL IMPACT: The FAA will provide 90% (\$2,378,106) of the total project cost, SCAC will fund 5% \$132,117, and airport operations will fund 5% \$132,117. Grant Expenditures - GL Code 5102-90-0000-57130. This line item provides initial funding since all grants are reimbursable) - Jon Rembold; Airports Director

21. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA BIPARTISAN INFRASTRUCTURE LAW (BIL) AIRPORT INFRASTRUCTURE GRANT (AIG) FOR THE HILTON HEAD ISLAND AIRPORT (HXD) AIRPORT LAYOUT PLAN (ALP) - CONTINGENT UPON FINAL FAA OFFER ***(FISCAL IMPACT: The BIL AIG program provides 75% of the project funding \$825,757, and airport operations will fund 25% \$280,560. Grant Expenditures - GL Code 5402-90-0000-57130. This line item provides initial funding since all grants are reimbursable) - Jon Rembold; Airports Director***
22. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND S & J EXPRESSWAY TAXI, INC. ***(FISCAL IMPACT: Beaufort County/Hilton Head Island Airport charges a base fee of \$1,800 for 1-2 vehicles and \$600.00 for each additional vehicle. Revenue for FY24: \$8,200) - Jon Rembold; Airports Director***
23. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND NATIVE ISLANDER'S TRANSPORTATION, LLC ***(FISCAL IMPACT: Beaufort County/Hilton Head Island Airport charges a base fee of \$1,800 for 1-2 vehicles and \$600.00 for each additional vehicle. Revenue for FY24: \$8,200. There is no cost to the airport) - Jon Rembold; Airports Director***
24. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND FERGUSON TRANSPORTATION ***(FISCAL IMPACT: Beaufort County/Hilton Head Island Airport charges a base fee of \$1,800 for 1-2 vehicles and \$600.00 for each additional vehicle. Revenue for FY24: \$8,200. There is no cost to the airport) - Jon Rembold; Airports Director***
25. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND APPLE TRANSPORTATION ***(FISCAL IMPACT: Beaufort County/Hilton Head Island Airport charges a base fee of \$1,800 for 1-2 vehicles and \$600.00 for each additional vehicle. Revenue for FY24: \$8,200. There is no cost to the airport) - Jon Rembold; Airports Director***
26. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND STEVENS AEROSPACE AND DEFENSE SYSTEM ***(FISCAL IMPACT: Beaufort County/Hilton Head Island Airport will receive Ramp Access fee of \$150.00 for each AOG service request. This agreement will produce revenue for the airport at no cost to the airport) - Jon Rembold; Airports Director***
27. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND EGA AERO SPECIALTY SERVICES LLC ***(FISCAL IMPACT: Beaufort County/Beaufort Executive Airport will receive for the concession privileges granted hereunder, Operator shall pay a monthly fee of three (3%) percent of gross revenue receipts, less cost of goods sold, on its operations hereunder) - Jon Rembold; Airports Director***
28. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND CONSTANT AVIATION - Jon Rembold; Airports Director
29. 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>



Special Called Public Facilities and Safety Committee Beaufort County, SC

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

**Tuesday, June 04, 2024
10:00 AM**

MINUTES

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

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

1. CALL TO ORDER

Committee Chairman Cunningham called the meeting to order at 10:00 am.

PRESENT

Committee Chairman Logan Cunningham
Council Member Paula Brown
Council Member Anna Maria Tabernik
Council Member Gerald Dawson
Council Member York Glover
Council Member Alice Howard
Chairman Joseph Passiment
Vice-Chairman Lawrence McElynn

ABSENT

Committee Vice-Chair David Bartholomew

2. PLEDGE OF ALLEGIANCE

Committee Chairman Cunningham led the Pledge of Allegiance.

Committee Chairman Cunningham noted that the agenda reflected an Executive Session, and there will not be an Executive Session.

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

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

4. APPROVAL OF AGENDA

Motion: It was moved by Vice-Chair McElynn, Seconded by Council Member Brown to approve the agenda.

The Vote: 10:0 Motion passed.

5-minute recess meeting reconvened at 10:35 am.

AGENDA ITEMS

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

Motion: It was moved by Vice-Chair McElynn, Seconded by Council Member Howard, to approve to support the 10-year program to include sufficient funding for municipalities projects.

The Vote: 5:5 Motion failed.

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Brown, to approve the 10-year program at \$950,000,000.

The Vote: 7:3 Motion passed.

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Howard, to approve the projects as identified and under municipal projects specific to Bluffton, that 5B is excluded.

The Vote: 9:1 Motion passed.

Motion: It was moved by Council Member Brown, Seconded by Council Member Tabernik, to forward this item to Council for further consideration.

The Vote: 10:0 Motion passed.

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

<https://beaufortcountysc.new.swagit.com/videos/306887?ts=72>

6. ADJOURNMENT

On or around 11:45 am

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

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

Ratified:



Public Facilities and Safety Committee Beaufort County, SC

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

Monday, June 24, 2024
3:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/308648>

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

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

1. CALL TO ORDER

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

PRESENT

Committee Chair Logan Cunningham
Committee Vice-Chair David Bartholomew
Ex-Officio Joseph Passiment
Council Member Paula Brown
Council Member Thomas Reitz
Council Member Anna Maria Tabernik
Council Member York Glover (arrived late)
Council Member Alice Howard
Council Member Gerald Dawson

ABSENT

Council Member Mark Lawson
Council Member Lawrence McElynn

2. PLEDGE OF ALLEGIANCE

Committee Chairman led the Pledge of Allegiance.

3. **FOIA**

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

4. **APPROVAL OF AGENDA**

Motion: It was moved by Council Member Brown, seconded by Committee Vice-Chair Bartholomew, to approve the agenda.

Vote: Motion was approved without objection.

5. **APPROVAL OF MINUTES** - May 28, 2024

Motion: It was moved by Council Member Howard, seconded by Council Member Tabernik, to approve the minutes from May 28, 2024.

Vote: Motion was approved without objection.

6. **CITIZEN COMMENT PERIOD**

No Citizen Comments.

7. **ASSISTANT COUNTY ADMINISTRATOR REPORT**

Special Assistant to County Administrator- Hank Amundson

Please watch the video stream to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/308648?ts=95>

AGENDA ITEMS

8. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ACCEPT AN INFRASTRUCTURE PLANNING GRANT FROM THE SOUTH CAROLINA RURAL INFRASTRUCTURE AUTHORITY (RIA) FOR THE ALLJOY COMMUNITY**

Motion: It was moved by Council Member Brown, seconded by Council Member Howard, to Recommend Approval to Council of a Resolution Authorizing the Interim County Administrator to Accept an Infrastructure Planning Grant from the South Carolina Rural Infrastructure Authority (RIA) for the Alljoy Community.

Vote: Motion was approved without objection

9. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION ON PARCEL R200 011 000 0007 0000 ASSOCIATED WITH SHEPPARD ROAD, CAUSEY WAY AND DOCK BUILDERS DRIVE ON LADY'S ISLAND**

Motion: It was moved by Council Member Glover, seconded by Council Member Tabernik, to Recommend Approval to Council of a Resolution Authorizing the Interim County Administrator to Pursue Condemnation on Parcel R200 001 000 0007 0000 Associated with Sheppard Road, Causey Way and Dock Builders Drive on Lady's Island.

Committee Vice-Chairman Bartholomew recused himself from voting on this item.

Vote: Motion was approved without objection.

10. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA BIL AIRPORT TERMINAL PROGRAM GRANT IN THE AMOUNT OF \$5,000,000 FOR HXD TERMINAL IMPROVEMENTS - CONTINGENT UPON FINAL FAA OFFER**

Motion: It was moved by Council Member Reitz, seconded by Committee Vice-Chair Bartholomew, to Recommend Approval to Council of a Resolution to Accept FAA BIL Airport Terminal Program Grant in the Amount of \$5,000,000 for HXD Terminal Improvements Contingent Upon Final FAA Offer.

Vote: Motion was approved without objection.

11. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA GRANT FUNDING FOR THE HILTON HEAD ISLAND AIRPORT (HXD) TAXIWAY F REHABILITATION PROJECT- CONTINGENT UPON FINAL FAA OFFER**

Motion: It was moved by Council Member Reitz, seconded by Council Member Tabernik, to Recommend Approval to Council of a Resolution to Accept FAA Grant Funding for the Hilton Head Island Airport (HXD) Taxiway F Rehabilitation Project- Contingent Upon Final FAA Offer.

Vote: Motion was approved without objection.

12. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA GRANT IN THE AMOUNT OF \$137,209 FOR HXD AIRFIELD DRAINAGE IMPROVEMENTS – DESIGN AND BIDDING CONTINGENT UPON FINAL FAA OFFER**

Motion: It was moved by Council Member Reitz, seconded by Council Member Dawson, to Recommend to Council a Resolution to Accept FAA Grant in the Amount of \$137,209 for HXD Airfield Drainage Improvements - Design and Bidding Contingent Upon Final FAA Offer.

Vote: Motion was approved without objection.

13. **RECOMMEND APPROVAL TO AWARD CONSOR ENGINEERS, LLC THE DESIGN CONTRACT FOR PAUKIE ISLAND CAUSEWAY CULVERT REPLACEMENT**

Motion: It was moved by Council Member Dawson, seconded by Council Member Howard, to Recommend Approval to Award Consor Engineers, LLC the Design Contract for Puakie Island Causeway Culvert Replacement.

Vote: Motion was approved without objection.

14. **RECOMMEND APPROVAL OF A SIGNAL MAINTENANCE AGREEMENT BETWEEN BEAUFORT COUNTY AND SCDOT**

Motion: It was moved by Council Member Tabernik, seconded by Council Member Glover to Recommend Approval of a Signal Maintenance Agreement Between Beaufort County and SCDOT.

Vote: Motion was approved without objection.

15. **RECOMMEND APPROVAL OF A CONTRACT AWARD TO BEAUFORT METAL OF BEAUFORT, SC FOR RFP #032624 SCRAP AND WHITE GOODS, PROCESSING, RECYCLING, AND MARKETING (\$0.00)**

Motion: It was moved by Council Member Howard, seconded by Committee Vice-Chair Bartholomew, to Recommend Approval of a Contract Award to Beaufort Metal of Beaufort, SC, for RFP #032624 Scrap and White Goods, Processing, Recycling, and Marketing.

Vote: Motion was approved without objection.

16. **ADJOURNMENT**

Committee Chairman adjourned the meeting at 3:47 pm.

Ratified:

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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 8.

ITEM TITLE:
2018 One Cent Transportation Sales Tax Update
MEETING NAME AND DATE:
Public Facilities and Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Jared Fralix, ACA - Infrastructure Jennifer Bragg, J. Bragg Consulting, 2018 One Cent Transportation Sales Tax Program Manager (15 mins)
ITEM BACKGROUND:
In 2018, the citizens of Beaufort County voted to impose a 4 year, \$120M referendum for transportation projects. The projects are as follows: US 278 Corridor Traffic Improvements Lady's Island Corridor Traffic Improvements Sidewalks and Multi-Use Pathways
PROJECT / ITEM NARRATIVE:
An update on the projects associated with the 2018 One Cent Transportation Sales Tax.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
For presentation only.
OPTIONS FOR COUNCIL MOTION:
For presentation only.



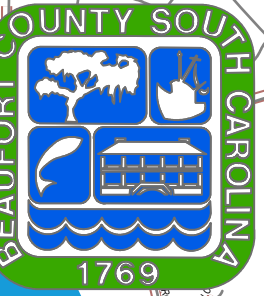
BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 9.

ITEM TITLE:
Update presentation on Road and Signal Assets
MEETING NAME AND DATE:
Public Facilities and Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Bryan Bauer, Interim Director of Engineering (10 mins)
ITEM BACKGROUND:
Updates to the County Road and Signal Asset maps showing maintenance responsibilities have been made based on request at previous PFC meeting.
PROJECT / ITEM NARRATIVE:
Presentation of updated Road and Signal Asset Maps.
FISCAL IMPACT:
For Information only.
STAFF RECOMMENDATIONS TO COUNCIL:
For information only
OPTIONS FOR COUNCIL MOTION:
For information only.

City of Beaufort / Port Royal

Map generated July 29, 2024

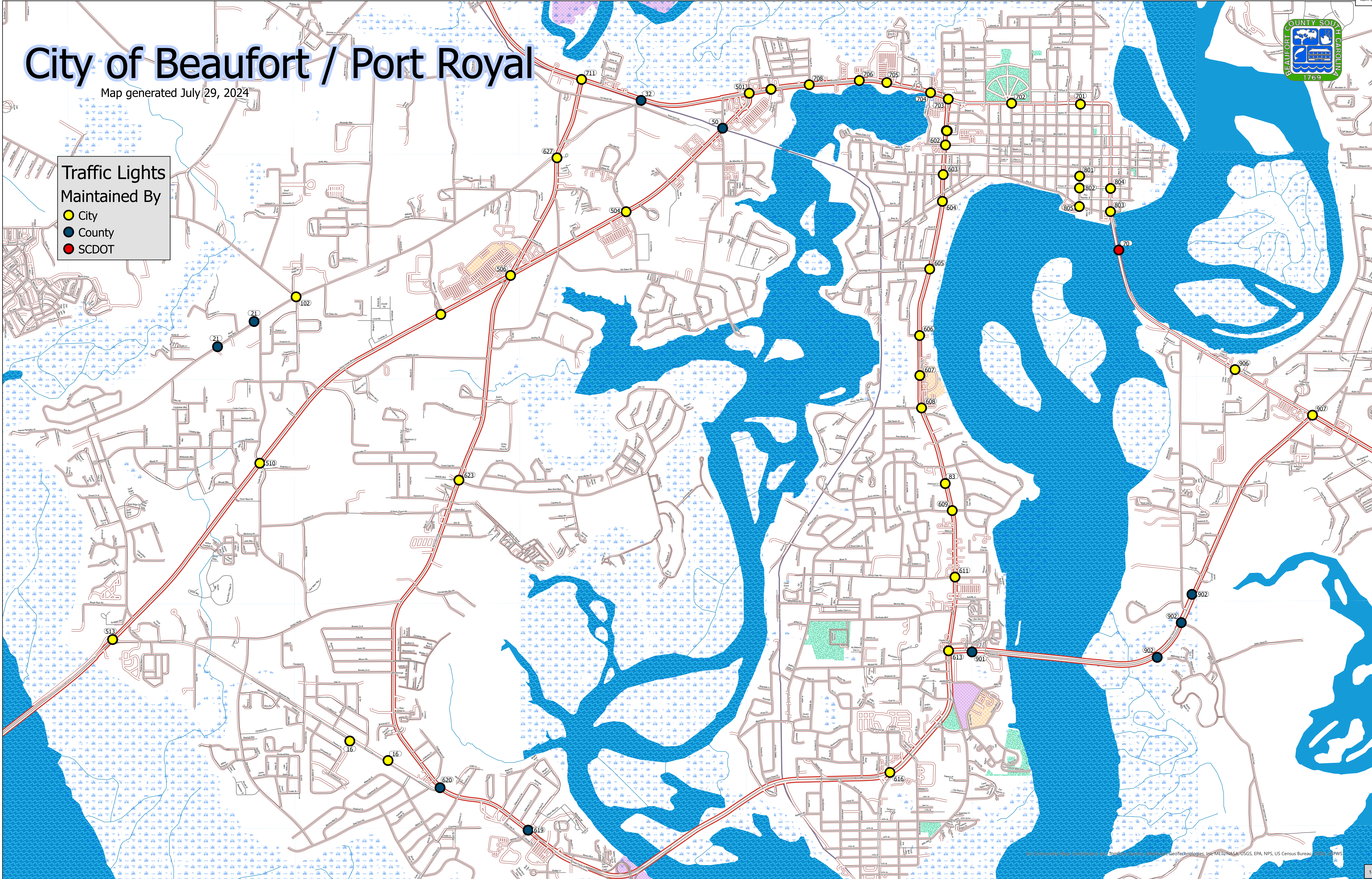


Traffic Lights
Maintained By

● City

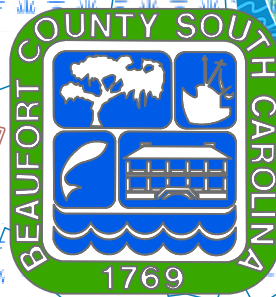
● County

● SCDOT



North of the Broad River

Map generated July 29, 2024



Traffic Lights
Maintained By

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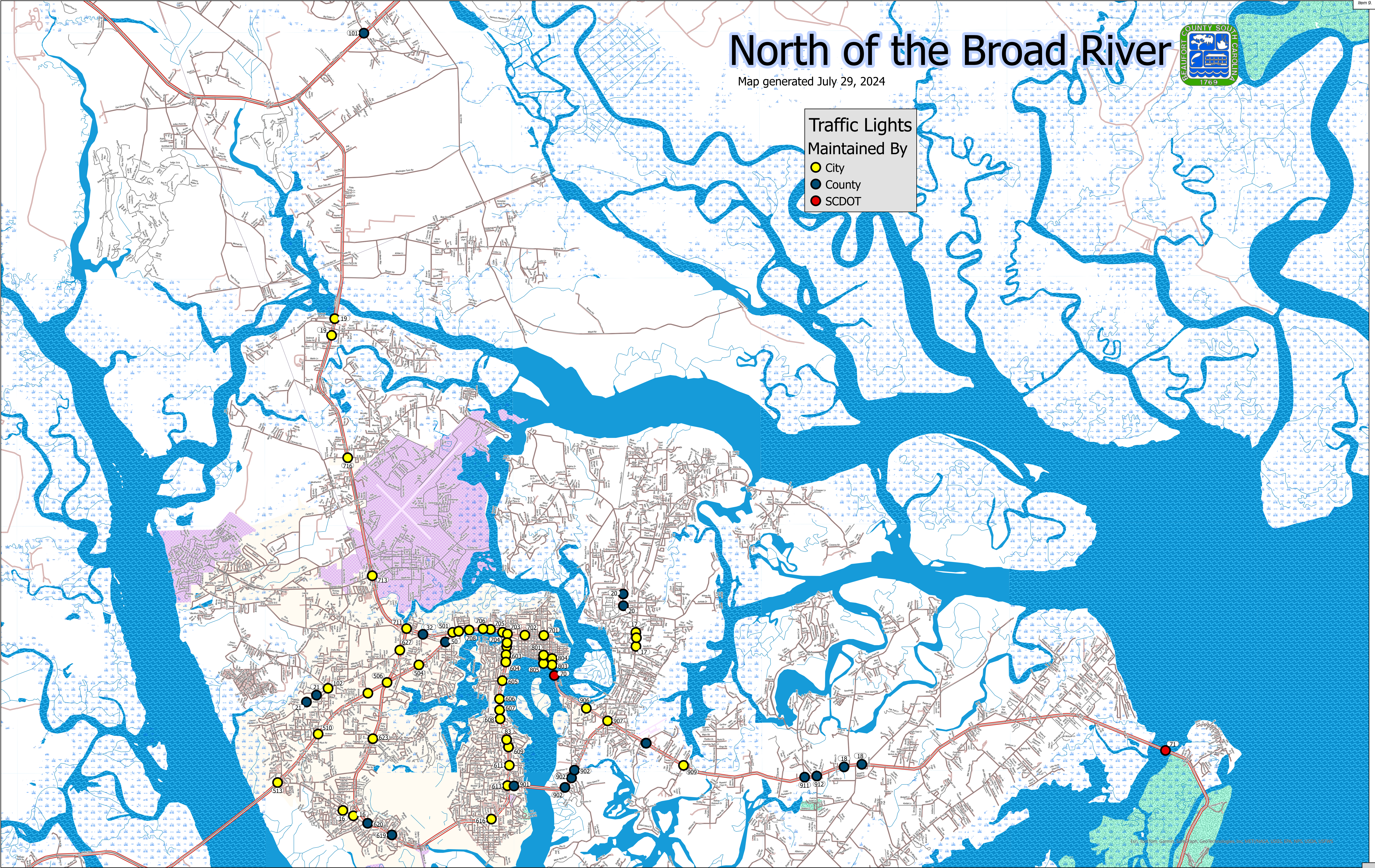
 City

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 County

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 SCDOT



South of the Broad River

Map generated July 29, 2024

Traffic Lights
Maintained By

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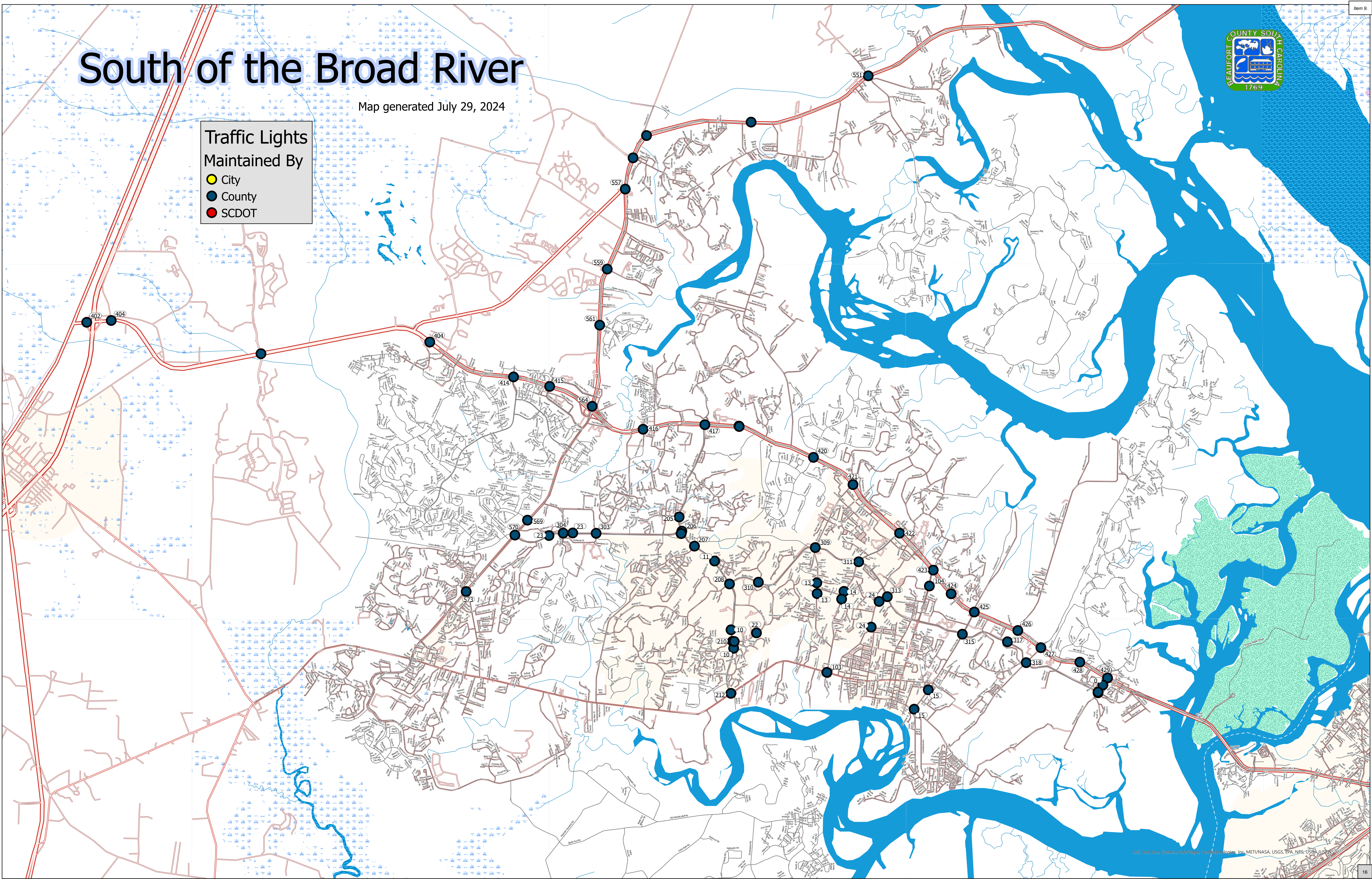
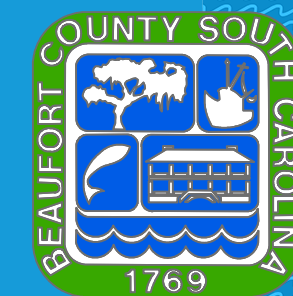
 City

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 County

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 SCDOT



STREET_NAME	SURFACE	LENGTH	OWNERSHIP	ROW	DEED BOOK	PLAT BOOK	TAX DIST.	NOB/SOB	"C" ROAD	<1994	CONTRACT #	STREET_NAME	COMMENTS	COUNCIL MIN. REF.
Last Updated: 6-27-2024														
<1994=Maintained prior to 1994												<1994=Maintained prior to 1994		
NP=Not Paved												NP=Not Paved		
NOB=North of Broad												NOB=North of Broad		
SOB=South of Broad												SOB=South of Broad		
ABDULLAH LN	NP	815	MAINTENANCE ONLY				100	NOB	C-D-344	Y		ABDULLAH LN	FKA: "D" LN	
AIRPORT CIR	NP	3208	MAINTENANCE ONLY				200	NOB	C-E-531	Y		AIRPORT CIR		
ALICE LADSON DR	NP	917	DEEDED	40'			700	NOB		N		ALICE LADSON DR	UNRECORDABLE DEEDS IN R/W MNGR FILES	ACCPT BY CC 1/12/04
ALSTON FIELD DR	NP	979	MAINTENANCE ONLY				100	NOB	C-D-406			ALSTON FIELD DR	FKA: ALSTON DR	
ARD RD	NP	2207	MAINTENANCE ONLY				100	NOB	C-D-418			ARD RD		
ARUM CIR N	NP	814	DEEDED	50'	988/1567	29/95	200	NOB		Y		ARUM CIR N	Marsh Hawk Plantation	Accepted by CC 9/22/97
ARUM CIR S	NP	549	DEEDED	50'	988/1567	29/95	200	NOB		Y		ARUM CIR S	Marsh Hawk Plantation	Accepted by CC 9/22/97
ASHTON DR	NP	2706	MAINTENANCE ONLY				300	NOB	C-E-553			ASHTON DR	Brighton Beach	
AVENUE OF OAKS	NP	3415	DEEDED		3904/3228		300	NOB	C-G-516	Y		AVENUE OF OAKS		
BAILEY CIR	NP	6527	MAINTENANCE ONLY				700	NOB	C-C-203	Y		BAILEY CIR		
BERMUDA BLUFF RD	NP	1306	MAINTENANCE ONLY				300	NOB	C-E-613			BERMUDA BLUFF RD	Causeway Deeded to County in 1999 DB1293/1948	
BIBLE CAMP RD	NP	1982	MAINTENANCE ONLY				300	NOB	C-F-527			BIBLE CAMP RD		
BOSTICK ROAD	NP	280	DEEDED	50'	DB 3080/655	DB 3080/655	100	NOB				BOSTICK ROAD	ALSO DB 2275/1608	
BRANFORD CIR	NP	3931	MAINTENANCE ONLY				700	NOB	C-D-204	Y		BRANFORD CIR	FKA: SCOTT CIR	
BRIARS CREEK RD	NP	1956	DEEDED	120'	DB 79/148	PB 9/41	700	NOB	C-D-312	Y		BRIARS CREEK RD		
BRIDGEWOOD RD	NP	4325	MAINTENANCE ONLY				300	NOB	C-E-604			BRIDGEWOOD RD		
BUD MILEY DR	NP	2351	MAINTENANCE ONLY				300	NOB	C-F-505			BUD MILEY DR		
BUTCHS RD	NP	2350	DEEDED	N/A	57/12		300	NOB				BUTCHS RD	Driveway for Butch's boat landing	
CAMPBELL RD	NP	1842	MAINTENANCE ONLY				100	NOB	C-D-417	Y		CAMPBELL RD		
CAPERS ISLAND CIR	NP	2482	MAINTENANCE ONLY				300	NOB	C-E-606			CAPERS ISLAND CIR		
CATTLE EGRET LN	NP	1100	MAINTENANCE ONLY				700	NOB				CATTLE EGRET LN		
CEDARWOOD ST	NP	0	PRIVATE				112	NOB	C-D-540			CEDARWOOD ST	FKA: CEDAR ST	
CHESTNUT ST	NP	0	PRIVATE			49/11	112	NOB	C-D-538			CHESTNUT ST	Shell Point Farms S/D (now consolidated)	
CHINQUAPIN ST	NP	0	PRIVATE			49/11	112	NOB	C-D-539	Y		CHINQUAPIN ST	Shell Point Farms S/D (now consolidated)	
CHISHOLM HILL RD	NP	4149	MAINTENANCE ONLY				100	NOB	C-C-400/401			CHISHOLM HILL RD		
CLUB RD	NP	1361	MAINTENANCE ONLY				200	NOB				CLUB RD		
COASTAL SEAFOOD RD	NP	1857	MAINTENANCE ONLY				300	NOB	C-F-509			COASTAL SEAFOOD RD		
COFFIN BLF	NP	172	DEEDED				300	NOB				COFFIN BLF	Old cul-de-sac area left unpaved by the County	
COMET LN	NP	1219	DEEDED	50'	1303/2457		700	NOB		Y		COMET LN	Also: DB 1303/2459-2463	ACCPT BY CC 4/10/00
COOSAW RIVER DR	NP	9520	MAINTENANCE ONLY				200	NOB	C-F-401			COOSAW RIVER DR	Coosaw Island	ACCPT BY COUNCIL W/O DEED 11/14/1994
COUNTRY RD 2013'	NP	0	PRIVATE		2993/2459		100	NOB				COUNTRY RD		
CREEK VIEW DR	NP	1374	DEEDED		745/1774	27/156	200	NOB				CREEK VIEW DR	FKA Calle de Vega; does deed cover entire roadway?	ACCPT BY COUNCIL W/O DEED 11/14/1994
CUBBY LN	NP	939	MAINTENANCE ONLY				700	NOB	C-E-301			CUBBY LN	FKA: SIMMONS RD	
DASH RD	NP	1399	MAINTENANCE ONLY				700	NOB		Y		DASH RD	Big Estate	
DOCKSIDE LN	NP	655	DEEDED	50'	843/2273	35/128	300	NOB		Y		DOCKSIDE LN		
DOG CREEK RD	NP	1175	MAINTENANCE ONLY				200	NOB	C-F-405			DOG CREEK RD	Coosaw Island	
DOLLY LN	NP	996	MAINTENANCE ONLY				200	NOB				DOLLY LN	Coosaw Island	
DOLPHIN WATCH PT	NP	375	Deeded	50'	226/941	ar	200	NOB		Y		DOLPHIN WATCH PT	Coosaw Island	Accpt by CC 5/26/1975
DOWITCHER CT	NP	380	MAINTENANCE ONLY				200	NOB	C-E-509			DOWITCHER CT	FKA: FLYCATCHER EXT	
EDDING WHITE DR	NP	0	PRIVATE				300	NOB	C-F-602			EDDING WHITE DR	DROPPED FROM INVENTORY	
EDDINGS POINT RD 1368	NP	0	PRIVATE				300	NOB		Y		EDDINGS POINT RD		private road petition accepted by CC at PFC 10-19-20
EDWARD CT	NP	285	MAINTENANCE ONLY	50'		29/75	100	NOB	C-C-411			EDWARD CT	Rambling Acres S/D	
ESTELLE RD	NP	612	MAINTENANCE ONLY				100	NOB				ESTELLE RD		
EUGENE DR	NP	1103	MAINTENANCE ONLY				200	NOB	C-E-401	Y		EUGENE DR		
EVERGREEN LN	NP	1527	MAINTENANCE ONLY				100	NOB				EVERGREEN LN		
FERTILE RD	NP	938	MAINTENANCE ONLY				700	NOB	C-D-309			FERTILE RD		
FLORA DR	NP	1515	MAINTENANCE ONLY				700	NOB	C-D-212	Y		FLORA DR		
FLOYD RD	NP	2293	MAINTENANCE ONLY				700	NOB	C-D-208	Y		FLOYD RD		
FRAZIER LANDING RD	NP	912	MAINTENANCE ONLY				700	NOB	C-C-308			FRAZIER LANDING RD		
FREDERICKA TAYLOR LN	NP	686	DEEDED	50'	3794/1488-3794/1497	PB 152/86	300	NOB	C-E-550	Y		FREDERICKA TAYLOR LN	FKA: TAYLOR LN; WARSAW ISLAND	
GADWALL DR E	NP	1102	MAINTENANCE ONLY				200	NOB		Y		GADWALL DR E		
GEECHIE RD	NP	382	MAINTENANCE ONLY				200	NOB				GEECHIE RD		
GILLISON LOOP	NP	1253	DEEDED	50'	1303/528		100	NOB				GILLISON LOOP	Also DB 1303/ 530, 2465-2469	Accptd by CC 4/10/00
GLASS RD	NP	655	DEEDED	50'	136/53		100	NOB				GLASS RD		
GLOVER RD	NP	777	MAINTENANCE ONLY				300	NOB	C-E-547			GLOVER RD		
GODLEY RD	NP	1903	MAINTENANCE ONLY				300	NOB	C-E-546	Y		GODLEY RD		
GOLDEN DOCK RD	NP	914	MAINTENANCE ONLY				300	NOB	C-F-508			GOLDEN DOCK RD		
GREAT BEND DR	NP	0	PRIVATE			49/11	112	NOB	C-D-537	Y		GREAT BEND DR	Shell Point Park S/D; Shell Point Farms (fka Mystic Cir.)	
HALF MOON ISLAND RD	NP	6022	MAINTENANCE ONLY				700	NOB	C-D-324	Y		HALF MOON ISLAND RD		
HAMRICK DR	NP	588	MAINTENANCE ONLY	50'		72/33	100	NOB	C-D-548	Y		HAMRICK DR		
HARBOR OAKS LN	NP	581	DEEDED	50'	778/1662		300	NOB	C-G-505	Y		HARBOR OAKS LN		
HARBOR RIVER CIR	NP	2915	MAINTENANCE ONLY			18/118	300	NOB	C-G-523	Y		HARBOR RIVER CIR	HORSE ISLAND	
HARBOR RIVER DR	NP	1229	MAINTENANCE ONLY			18/118	300	NOB	C-G-522	Y		HARBOR RIVER DR	HORSE ISLAND	
HAROLD RIVERS RD	NP	1313	MAINTENANCE ONLY				300	NOB				HAROLD RIVERS RD		
HAYNES RD	NP	1641	MAINTENANCE ONLY				700	NOB	C-D-305			HAYNES RD		
HAZEL FARM RD	NP	1580	MAINTENANCE ONLY				200	NOB	C-E-539			HAZEL FARM RD		
HERON DR	NP	1850	MAINTENANCE ONLY				300	NOB	C-G-511	Y		HERON DR	Coffin Point	
HOLLOW OAK ST	NP	0	PRIVATE			49/11	112	NOB	C-D-541	Y		HOLLOW OAK ST	FKA: LIVE OAK ST; Shell Point Farms (now consolidated)	
HONEYBEE ISLAND RD	NP	1259	EASEMENT		3372/3384		700	NOB		Y		HONEYBEE ISLAND RD		
HORSE PEN CIR	NP	2759	MAINTENANCE ONLY				700	NOB	C-C-302			HORSE PEN CIR		
HUSPAH CREEK DR	NP	2913	MAINTENANCE ONLY				700	NOB	C-D-307			HUSPAH CREEK DR		
IHLY FARM RD	NP	1520	DEEDED		2993/2459		100	NOB				IHLY FARM RD	INCLUDED IN PURCHASE OF R100-16-65	
IHLY RD (3281')	NP	0	ABANDONED		3269/149		100	NOB	C-D-400			IHLY RD (3281')	FKA: STAGECOACH RD; TO BE ABANDONED PURSUANT TO 57-9-10	

INDIAN HILL RD	NP	3603	MAINTENANCE ONLY				700	NOB	C-D-322	Y		INDIAN HILL RD		
INDIAN POINT RD	NP	1355	MAINTENANCE ONLY				700	NOB	C-C-209	Y		INDIAN POINT RD		
ISIAIAH LN	NP	510	MAINTENANCE ONLY				100	NOB				ISIAIAH LN		
JAMES D WASHINGTON RD	NP	3679	Deeded	50'	Multiple Deeds	PB 133/17	300	NOB	C-E-603			JAMES D WASHINGTON RD	FKA: WASHINGTON RD	
JENKINS PORT RD	NP	1795	MAINTENANCE ONLY				300	NOB	C-F-512			JENKINS PORT RD		
JESSE CHISHOLM RD	NP	1509	MAINTENANCE ONLY				700	NOB	C-C-301			JESSE CHISHOLM RD		
JOE CAPERS RD	NP	2416	MAINTENANCE ONLY				300	NOB	C-F-506			JOE CAPERS RD		
JOHNSON LANDING End of RD	NP	1276	Deeded		See comment		200	NOB	C-E-400			JOHNSON LANDING RD	Portion of Johnson Landing Rd not included in paving contract	
JUDGE ISLAND DR	NP	1413	DEEDED		745/1774	27/156	200	NOB		Y		JUDGE ISLAND DR	DOES DEED COVER THE ENTIRE ROADWAY?	ACCPY BY COUNCIL 11/14/1994
KATO LANE	NP	1036	DEEDED		3542/1494	56/107	100	NOB				KATO LANE	Deeded by Brickyard Holding 053013 per Bobby Tillman	
KELLY RD	NP	1271	MAINTENANCE ONLY				700	NOB		Y		KELLY RD		
KLINE CIR	NP	1543	DEEDED	50'	See comment		700	NOB	C-D-320			KLINE CIR		
Lake Melton St	NP	480	MAINTENANCE ONLY				100	NOB				Lake Melton St	July 2018 Changed in GIS from Luella Street to Lake Melton Street	
LANDING HILL RD	NP	1015	MAINTENANCE ONLY				300	NOB				LANDING HILL RD		
LANGFORD RD	NP	2587	MAINTENANCE ONLY				300	NOB	C-G-503			LANGFORD RD		
LARRYS RD	NP	1148	MAINTENANCE ONLY				700	NOB	C-E-329	Y		LARRYS RD		
LASHER ST	NP	463	MAINTENANCE ONLY				100	NOB	C-C-409	Y		LASHER ST		
LEO GREEN RD	NP	2002	DEEDED	50'	See comment		100	NOB				LEO GREEN RD		
LIGHTSEY RD	NP	1467	MAINTENANCE ONLY				700	NOB	C-E-300			LIGHTSEY RD		
LUELLA ST	NP	590	MAINTENANCE ONLY				100	NOB				LUELLA ST		
SUNSET BLF	NP	1087	MAINTENANCE ONLY				100	NOB	C-D-544	Y				
LUTHER LN	NP	752	MAINTENANCE ONLY				300	NOB				LUTHER LN		
MALLARD CT	NP	267	MAINTENANCE ONLY				200	NOB				MALLARD CT	Country Club Bluff S/D	
MAYBERRY LN	NP	550	MAINTENANCE ONLY				200	NOB				MAYBERRY LN		
MCPHERSONVILLE RD 9618'	NP	0	PRIVATE				700	NOB	C-B-200			MCPHERSONVILLE RD	REMOVED FROM INVENTORY BY COUNIL: 3/28/2016	
MCTEER DR 5841'	NP	5244	DEEDED/Private		3904/3228		300	NOB	C-G-515	Y		MCTEER DR	Coffin Point	
MEDIA LUNA	NP	702	DEEDED	50'	943/2056	60/131	700	NOB				MEDIA LUNA	Property owners don't want road paved	
MILKWEED LN	NP	456	DEEDED	50'	988/1567		200	NOB		Y		MILKWEED	Marsh Hawk Plantation	Accepted by CC 9/22/97
MITCHELL RD	NP	2434	MAINTENANCE ONLY				700	NOB	C-C-307			MITCHELL RD		
MONTGOMERY LN	NP	1266	DEEDED	50'	892/1448		700	NOB				MONTGOMERY LN		AccpYd by CC 9/23/96
MR MCBRYDE LN	NP	593	DEEDED	50'	778/1668		300	NOB	C-G-507	Y		MR MCBRYDE LN	FKA: MCBRYDE DR	
MULLET ALY	NP	328	MAINTENANCE ONLY	50'		20/127	200	NOB		Y		MULLET ALY		
NAJAS DR	NP	518	DEEDED	50'	988/1567		200	NOB		Y		NAJAS DR	Marsh Hawk Plantation	Accepted by CC 9/22/97
NIX RD	NP	1222	MAINTENANCE ONLY				700	NOB	C-C-204	Y		NIX RD		
NORTHVIEW DR	NP	2192	EASEMENT	50' to 66'	3831/3060	16/51	100	NOB		Y		NORTHVIEW DR		
NYSSA LN	NP	648	DEEDED	50'	988/1567		200	NOB		Y		NYSSA LN	Marsh Hawk Plantation	Accepted by CC 9/22/97
OAKHURST RD	NP	1291	MAINTENANCE ONLY				700	NOB	C-E-303			OAKHURST RD		
OLD COUNTRY DR	NP	277	DEEDED	50'	2759/1072, etc.	DB 2759/1072	100	NOB				OLD COUNTRY DR	R-O-W condemned	
OLD POLOWANA RD 1916'	NP	0	PRIVATE				300	NOB	C-F-502			OLD POLOWANA RD 1916		
OLD RAIL BED RD	NP	2869	DEEDED		474/1064		700	NOB				OLD RAIL BED RD		
OREE RD	NP	1455	MAINTENANCE ONLY				700	NOB		Y		OREE RD		
OXEYE LN	NP	488	DEEDED	50'	988/1567		200	NOB		Y		OXEYE LN	Marsh Hawk Plantation	Accepted by CC 9/22/97
PAIGE POINT BLF	NP	14934	MAINTENANCE ONLY			87/17, 114/47	700	NOB	C-C-306			PAIGE POINT BLF		
PAIGE POINT LNDG	NP	3061	MAINTENANCE ONLY				700	NOB	C-C-310			PAIGE POINT LNDG		
PAP KEE LN	NP	1530	MAINTENANCE ONLY				700	NOB				PAP KEE LN		
PATSY WHITE DR	NP	1352	MAINTENANCE ONLY				700	NOB		Y		PATSY WHITE DR		
PAUL HEYWARD DR	NP	215	DEEDED	50'	1593/2449		300	NOB				PAUL HEYWARD DR	FKA: DW; LAST 215' OF PAUL HEYWARD	
PETES RD	NP	398	MAINTENANCE ONLY				700	NOB	C-E-328	Y		PETES RD		
PINELAND AVE	NP	2666	MAINTENANCE ONLY				300	NOB	C-F-511			PINELAND AVE		
PINEY LN	NP	1400	MAINTENANCE ONLY				200	NOB	C-F-400			PINEY LN	FKA: COOSAW CEMETERY LN	
PLAYER RD	NP	1351	MAINTENANCE ONLY				700	NOB	C-E-303			PLAYER RD		
PRAYER HOUSE RD	NP	1302	MAINTENANCE ONLY				300	NOB	C-F-519			PRAYER HOUSE RD		
PRESCOTT RD	NP	793	MAINTENANCE ONLY				700	NOB				PRESCOTT RD		
PRIESTER RD	NP	1498	MAINTENANCE ONLY				700	NOB				PRIESTER RD		
PURSLANE DR	NP	642	DEEDED	50'	988/1567		200	NOB		Y		PURSLANE DR	Marsh Hawk Plantation	Accepted by CC 9/22/97
QUIET COVE WAY	NP	3980	DEED/MAINT ONLY		1868/1139		200	NOB	C-E-408			QUIET COVE WAY	FKA: MALLARD DR; ALSO DB 1168/1131 & 1168/1129	
RELATIVE LN	NP	639	MAINTENANCE ONLY				200	NOB	C-F-402			RELATIVE LN	Coosaw Island	
RENELL RD	NP	790	MAINTENANCE ONLY				300	NOB				RENELL RD		
REYNOLDS HOWARD DR	NP	858	MAINTENANCE ONLY				300	NOB				REYNOLDS HOWARD DR		Accepted by CC 5/6/2002
ROBINSON HILL CT	NP	385	MAINTENANCE ONLY				700	NOB				ROBINSON HILL CT		
ROSE PETAL DR	NP	488	MAINTENANCE ONLY				300	NOB	C-G-513			ROSE PETAL DR	FKA: MAGNOLIA DR	
ROSIE SINGLETON DR 495'	NP	0	PRIVATE				300	NOB	C-F-525			ROSIE SINGLETON DR 495'	FKA: SINGLETON DR; Dropped from maint. Inventory	
RUBIE LN	NP	1797	MAINTENANCE ONLY				700	NOB	C-D-205	Y		RUBIE LN	FKA: SCOTT RD	
RUSS POINT BOAT LNDG	NP	2195	MAINTENANCE ONLY				300	NOB	C-G-439			RUSS POINT BOAT LNDG		
SANDSTONE CIR	NP	816	DEEDED	50'	491/ 1625-1629	35/43	100	NOB				SANDSTONE CIR	LENGTH PER GIS; recorded deeds , but not in inventory	
SANGSTER RD 90'	NP	0	PRIVATE				200	NOB	C-E-538		Contract 25	SANGSTER RD	See Comments	
SAULS DR	NP	297	MAINTENANCE ONLY				100	NOB				SAULS DR		
SAWGRASS CT	NP	290	DEEDED	50'	988/1567	30/95	200	NOB				SAWGRASS CT	Marsh Hawk Plantation	Accepted by CC 9/22/97
SAWGRASS DR	NP	1366	DEEDED	50'	988/1567	30/95	200	NOB		Y		SAWGRASS DR	Marsh Hawk Plantation	Accepted by CC 9/22/97
SCURPUS CT	NP	401	DEEDED	50'	988/1567		200	NOB		Y		SCURPUS CT	Marsh Hawk Plantation	Accepted by CC 9/22/97
SEA PINES DR	NP	7997	DEED/MAINT ONLY				300	NOB	C-G-512/514			SEA PINES DR		
SEASHELL DR	NP	1347	MAINTENANCE ONLY				300	NOB	C-F-504			SEASHELL DR	FKA: SEABROOK DR	
SEIGLER RD	NP	4114	MAINTENANCE ONLY				700	NOB	C-D-300			SEIGLER RD		
SHED RD	NP	2788	MAINTENANCE ONLY				300	NOB	C-G-500			SHED RD		
SHELL POINT RECREATION PK	NP	613	MAINTENANCE ONLY				100	NOB				SHELL POINT RECREATION PK		
SHERMAN DR	NP	2685	MAINTENANCE ONLY				200	NOB	C-F-404			SHERMAN DR		
SIMMONS RD	NP	2223	MAINTENANCE ONLY				300	NOB	C-F-529			SIMMONS RD		
SIXTH ST	NP	418	MAINTENANCE ONLY				100	NOB	C-D-550			SIXTH ST		
SMALLS DR	NP	1284	MAINTENANCE ONLY				700	NOB	C-C-309			SMALLS DR		
SPARKLEBERRY DR	NP	1640	DEEDED	50'	988/1567		200	NOB		Y		SPARKLEBERRY DR	FKA: SPARKLEBERRY DR N/S	Accepted by CC 9/22/97

SPARTINA ST	NP	1096	DEEDED	50'	988/1567		200	NOB		Y		SPARTINA ST	Marsh Hawk Plantation; FKA Spartina Dr.	
STILL SHADOW DR	NP	1363	MAINTENANCE ONLY				100	NOB				STILL SHADOW DR		
STROBAN RD (9182')	NP	0	PRIVATE				700	NOB	C-D-214			STROBAN RD (9182')	Abandoned at owner's request: 3/18/2015	
SUGAR HILL LANDING RD	NP	367	DEEDED	66'	114/283		700	NOB	C-C-101	Y		SUGAR HILL LANDING RD	Sugar Hill Boat landing	
SUNSET BLF	NP	422	MAINTENANCE ONLY				200	NOB	C-E-521	Y		SUNSET BLF	FKA: WALLACE ??? ; Dropped from Contract #18 per property owners' petition	
SWEET GRASS DR	NP	1330	MAINTENANCE ONLY				200	NOB				SWEET GRASS DR	Judge Island; Formerly known as Anapola Rd.	Acpt by Council 11/14/1994
TOOMER RD	NP	745	MAINTENANCE ONLY				300	NOB	C-E-707			TOOMER RD		
TROPICANA RD	NP	3362	MAINTENANCE ONLY				300	NOB				TROPICANA RD		
ISIAIAH LN	NP	0	PRIVATE				200	NOB	C-E-403			TROTTERS LOOP 2419'		
TWICKENHAM RD	NP	7340	DEEDED	50'	See comment	150/182	700	NOB	C-C-201	Y		TWICKENHAM RD		
VIDALIA RD	NP	1013	MAINTENANCE ONLY				700	NOB		Y		VIDALIA RD		
VIOLA SMALLS LN	NP	894	MAINTENANCE ONLY				200	NOB				VIOLA SMALLS LN		
WILDCAT LN	NP	508	MAINTENANCE ONLY				100	NOB	C-D-404			WILDCAT LN		
WILLIAM JENKINS RD	NP	1591	MAINTENANCE ONLY				300	NOB	C-G-501			WILLIAM JENKINS RD		
WILLIE MOODY LN	NP	300	MAINTENANCE ONLY				100	NOB				WILLIE MOODY LN		
WIMBEE CREEK RD	NP	7143	MAINTENANCE ONLY				700	NOB	C-D-311	Y		WIMBEE CREEK RD		
WINDWOOD LN	NP	1234	MAINTENANCE ONLY				100	NOB				WINDWOOD LN		
WITSELL RD	NP	25609	DEEDED		See comment		700	NOB	C-D-325			WITSELL RD		
WORTHINGTON RD	NP	1615	DEEDED	50'	778/1664		300	NOB	C-G-502	Y		WORTHINGTON RD		
YARD FARM RD 1931'	NP	0	PRIVATE				300	NOB	C-F-500			YARD FARM RD 1931	Changed to Private by Public Facilities Committee: 9/18/2015	
		296922	296,922											
NOB NP Total Miles			56.24											
AFRICAN BAPTIST CHURCH RD	P	3037	MAINTENANCE ONLY				700	NOB	C-D-200		Contract 5	AFRICAN BAPTIST CHURCH RD	FKA: YOUNG RD	
ALBERTHA FIELDS CIR	P	2178	DEEDED/CONDEMNED	50'			700	NOB	C-D-206	Y	Contract 50	ALBERTHA FIELDS CIR	FKA: FIELD CIR	
ALMOND DR	P	1030	DEEDED	50'	MULTIPLE DEEDS		300	NOB			Contract 50	ALMOND DR	Petition road	Condemnation approved by CC April 27, 2015
ALUMNI RD	P	2393	MAINTENANCE ONLY				200	NOB	C-E-514		Contract 33	ALUMNI RD		
APPLEMINT LN	P	1464	DEEDED	50'	3065/1750	113/77	100	NOB				APPLEMINT LN		
ARCHIE SUMPTER RD	P	2276	MAINTENANCE ONLY				700	NOB	C-C-210		Contract 13	ARCHIE SUMPTER RD		
ARDMORE AVE	P	2282	DEEDED	50'	3270/3165	73/193	200	NOB				ARDMORE AVE	Rosewalk S/D	
ARNOLD LN	P	327	MAINTENANCE ONLY				100	NOB			Contract 15	ARNOLD LN		
ASHLEY DR	P	1961	MAINTENANCE ONLY				200	NOB	C-E-524		Contract 12A	ASHLEY DR		
BADGERS BND	P	290	DEEDED	50'	1087/563	32/238	100	NOB	C-D-518			BADGERS BND	MINK POINT S/D	
BAJALA DR E	P	953	MAINTENANCE ONLY				200	NOB				BAJALA DR E		
BAJALA DR W	P	579	MAINTENANCE ONLY				200	NOB				BAJALA DR W		
BALLPARK RD	P	795	MAINTENANCE ONLY				100	NOB	C-D-332	Y	Contract 43	BALLPARK RD		
BEAR SWAMP RD	P	635	MAINTENANCE ONLY				700	NOB				BEAR SWAMP RD		
BEAU CIR	P	324	DEEDED	50'	1511/1757	62/114	200	NOB				BEAU CIR		
BENJAMIN SMALLS RD	P	620	MAINTENANCE ONLY				700	NOB			Contract 29	BENJAMIN SMALLS RD		
BENT OAK RD	P	1392	MAINTENANCE ONLY				200	NOB	C-E-520		Contract 2	BENT OAK RD		
BERMUDA BLUFF RD	P	3920	MAINTENANCE ONLY				300	NOB	C-E-613			BERMUDA BLUFF RD		
BESSIES LN	P	1382	DEEDED	50'	2877/1444		100	NOB			Contract 41	BESSIES LN	6 other r-o-w deeds	
BIDDIE LN	P	197	DEEDED	50'	225/769	20/23	100	NOB			Contract 40	BIDDIE LN		
BIG LEAF BND	P	921	DEEDED	50'	1097/137	66/121	200	NOB				BIG LEAF BND	Magnolia Court S/D	
BLACK SKIMMER CT	P	174	DEDICATED	40'		131/134	200	NOB				BLACK SKIMMER CT		
BLACK SKIMMER DR W	P	2050	DEDICATED	60'		131/134	200	NOB	C-E-407			BLACK SKIMMER DR W	FKA: LIVE OAK DR W	
BLACKBURN PIERCE DR	P	838	DEEDED	50'		43/142	100	NOB			Contract 33	BLACKBURN PIERCE DR		
BLACKSMITH CIR	P	2169	DEDICATED	66'		62/82	100	NOB				BLACKSMITH CIR	Audubon Woods S/D	
BLACKSMITH CIR	P	2641	DEEDED	66'	725/1175	50/131	100	NOB				BLACKSMITH CIR	Iron Gate S/D	
BLACKSMITH LN	P	292	DEDICATED	66'		62/82	100	NOB				BLACKSMITH LN	Audubon Woods S/D	
BLANCHE CT	P	345	DEEDED	50'	1250/2584	45/81	200	NOB				BLANCHE CT		
BLUEBERRY CT	P	437	DEEDED	50'	1021/1577	63/166	100	NOB				BLUEBERRY CT	RANDY REED	????
BLUFF RD	P	623	DEEDED	50'	316/110	31/208	200	NOB				BLUFF RD		
BLYTHEWOOD RD	P	1664	MAINTENANCE ONLY				200	NOB	C-E-518		Contract 2	BLYTHEWOOD RD		
BOBWHITE CT	P	355	MAINTENANCE ONLY				200	NOB	C-E-432		Contract 17	BOBWHITE CT		Accepted by CC 7/14/75
BOWLING LANE	P	0	CITY OF BEAUFORT				120	NOB			Contract 1	BOWLING LANE		
BRADEN RD	P	960	DEEDED	50'	766/1038		100	NOB			Contract 29	BRADEN RD	Also DB 766/1040 and 2398/2079-2085	
BRAEBURN LN	P	855	MAINTENANCE ONLY	varies		36/205	200	NOB				BRAEBURN LN	KINGS GRANT S/D	
BRAY STREET	P	0	CITY OF BEAUFORT				120	NOB			Contract 10	BRAY STREET		
BRICKMAN WAY	P	2068	DEEDED	50'	1511/1760	72/10	200	NOB				BRICKMAN WAY		
BRICKYARD HILLS CT	P	933	DEEDED	50'	1511/1760	72/10	200	NOB				BRICKYARD HILLS CT		
BRICKYARD HILLS DR	P	1532	DEEDED	50'	1511/1760	72/10	200	NOB				BRICKYARD HILLS DR		
BRILLIANT LN	P	1061	DEEDED	50'	883/915	44/194	100	NOB			Contract 15	BRILLIANT LN		
BROWN RD	P	2279	MAINTENANCE ONLY				700	NOB			Contract 20	BROWN RD		
BROWNS ISLAND RD	P	4458	MAINTENANCE ONLY				700	NOB	C-D-313		Contract 34	BROWNS ISLAND RD		
BURTON HILL RD 1841'	P	0	CITY OF BEAUFORT				120	NOB				BURTON HILL RD 1841'		
BURTON WELLS RD	P	4806	MAINTENANCE ONLY				100	NOB	C-C-509		Contract 11	BURTON WELLS RD		
BUTLER FARM RD	P	1628	DEEDED	50'	1340/532, etc.	52/169	700	NOB			Contract 50	BUTLER FARM RD	DEED FROM EACH LOT OWNER	Accepted by CC 9/11/00
CALICO CT	P	1306	DEEDED	50'	1767/1248	34/31	100	NOB				CALICO CT		
CANDY JOHNSON DR	P	1207	MAINTENANCE ONLY				300	NOB	C-E-608		Contract 27	CANDY JOHNSON DR	FKA: JOHNSON DR	
CAPEHART CIR	P	3293	MAINTENANCE ONLY				100	NOB	C-C-406		Contract 2	CAPEHART CIR		
CAPEHART DR	P	1421	MAINTENANCE ONLY				100	NOB	C-C-407		Contract 2	CAPEHART DR		
CAPEHART LN	P	470	MAINTENANCE ONLY				100	NOB	C-C-408			CAPEHART LN		
CAPWING DR	P	1031	MAINTENANCE ONLY				100	NOB	C-D-520		Contract 11	CAPWING DR	FKA: WALKER DR	
CAROLYN DR	P	1132	MAINTENANCE ONLY				200	NOB	C-E-537		Contract 31	CAROLYN DR		
CAUSEY WAY	P	679	MAINTENANCE ONLY				200	NOB				CAUSEY WAY		
CEDAR CREST CIR	P	1628	DEEDED	50'	1248/1450	35/198	200	NOB				CEDAR CREST CIR		
CEE CEE RD	P	3949	DEEDED		MULTIPLE DEEDS		300	NOB	C-G-506		Contract 46	CEE CEE RD		
CENTRAL DR	P	2507	MAINTENANCE ONLY				200	NOB	C-D-427		Contract 42	CENTRAL DR		

CHARLESTON DR	P	2017	DEEDED	66'	208/714	18/170	100	NOB	C-D-411		Contract 20	CHARLESTON DR		
CHEROKEE FARMS RD	P	7471	MAINTENANCE ONLY				100	NOB	C-C-501		Contract 41	CHEROKEE FARMS RD		
CHESTERFIELD DR	P	1966	DEEDED	50'	1148/946	34/67	100	NOB				CHESTERFIELD DR		
CHESTERFIELD LAKE DR	P	1887	DEEDED	50'	1148/946	34/67	100	NOB				CHESTERFIELD LAKE DR		
CHICKADEE LN	P	979	DEEDED	50'	225/470	23/43	200	NOB	C-E-508		Contract 31	CHICKADEE LN	Quail Run S/d	
CHINABACK DR	P	1315	DEDICATED			131/134	200	NOB	C-E-406			CHINABACK DR	FKA: LANDING RD	
CHISHOLM RD	P	764	MAINTENANCE ONLY				300	NOB	C-E-605		Contract 27	CHISHOLM RD		
CHLOES WAY	P	524	DEEDED	50'	3385/2762	110/23	200	NOB				CHLOES WAY	Nickles Place S/D	Accepted by majority of Pub. Facilities Comm. 3/16/2015
CHRIS LN	P	600	MAINTENANCE ONLY	50'		34/62	100	NOB				CHRIS LN	Sandhill Estates S/D	
CHRISTINE DR	P	2923	DEEDED	50'	828/1303; 998/1166	59/169	200	NOB				CHRISTINE DR		
CLUB RD	P	210	MAINTENANCE ONLY				200	NOB				CLUB RD		
CLYDESDALE CIR	P	5410	DEEDED	50'	403/432	32/131	100	NOB	C-D-509			CLYDESDALE CIR		
COAKLEY DR	P	2188	MAINTENANCE ONLY				700	NOB			Contract 13	COAKLEY DR		
COFFIN BLF	P	979	DEEDED	50'	843/2273	35/128	300	NOB			Contract 33	COFFIN BLF		
COKER LN	P		1076 DEEDED		MULTIPLE DEEDS		700	NOB		Y	Contract 50	COKER LN		Condemnation approved by CC April 27, 2015
COLE DR	P	751	MAINTENANCE ONLY				200	NOB	C-E-541		Contract 18	COLE DR	FKA: DORE CIR	
COLLETON DR	P	1813	DEEDED	66'	208/714	18/170	100	NOB	C-D-412		Contract 20	COLLETON DR		
COLUMBIA DR	P	447	MAINTENANCE ONLY				100	NOB	C-D-408		Contract 1	COLUMBIA DR	FKA: COLUMBIA AVE	
COMMUNITY CENTER RD	P	3521	MAINTENANCE ONLY				700	NOB	C-D-318		Contract 5	COMMUNITY CENTER RD		
CORDATA CT	P	191	DEDICATED			PB 56/110	200	NOB				CORDATA CT		
CORDGRASS LOOP	P	861	DEEDED		314/1425		200	NOB				CORDGRASS LOOP	PB 28/168, 30/87, AND 32/246	
COTTON CT	P	128	MAINTENANCE ONLY			31/208	200	NOB				COTTON CT	Bluff Farm S/D Ph. 2	
CRAIG LN	P	1480	MAINTENANCE ONLY	50'		34/62	100	NOB				CRAIG LN	Sandhill Estates S/D	
CRYSTAL ST	P	728	MAINTENANCE ONLY				100	NOB	C-D-328		Contract 20	CRYSTAL ST		
CUSABO RD	P	2613	MAINTENANCE ONLY				300	NOB	C-F-515		Contract 17	CUSABO RD		
D/W ?	P	1247	MAINTENANCE ONLY					NOB				D/W ?????????	FT FREMONT	
DAVID GREEN RD	NP	2241	DEEDED		Multiple Deeds		300	NOB	C-E-607			DAVID GREEN RD		
DAVIDSON RD	P	659	MAINTENANCE ONLY				100	NOB			Contract 40	DAVIDSON RD		
DEAN HALL RD	P	1331	MAINTENANCE ONLY				700	NOB	C-D-216		Contract 13	DEAN HALL RD		
DEVEAUX RD	P	889	MAINTENANCE ONLY				200	NOB	C-E-402		Contract 25	DEVEAUX RD		
DOCK BUILDERS DR	P	1288	MAINTENANCE ONLY				200	NOB				DOCK BUILDERS DR		
DOE DR	P	1448	DEEDED	50'	2626/1458	28/236	200	NOB	C-E-504			DOE DR		
DOLPHIN POINT DR	P	7899	DEEDED	50'	314/1425	32/246	200	NOB				DOLPHIN POINT DR		
DONALDSON CAMP RD	P	1140	MAINTENANCE ONLY				100	NOB	C-C-513		Contract 11	DONALDSON CAMP RD		
DONALDSON DR	P	1117	MAINTENANCE ONLY				100	NOB	C-D-434		Contract 15	DONALDSON DR		
DORCHESTER DR	P	2748	DEEDED		208/714	18/170	100	NOB	C-D-409		Contract 4	DORCHESTER DR	FKA: JASPER DR	
DORE DR	P	685	MAINTENANCE ONLY				200	NOB	C-E-541		Contract 18	DORE DR		
E RIVER DR	P	2276	MAINTENANCE ONLY				200	NOB	C-D-428		Contract 42	E RIVER DR		
EASTERN RD	P	1734	MAINTENANCE ONLY				100	NOB	C-D-527		Contract 15	EASTERN RD	FKA: EAST RD	
ELDERBERRY DR	P	1190	DEEDED	50'	3455/154	26/206	100	NOB	C-C-516			ELDERBERRY DR	Oakmont S/D	Accepted by CC 11/9/81
ELEANORE FINE RD	P	312	MAINTENANCE ONLY				100	NOB				ELEANORE FINE RD		
ERMINE DR	P	1029	DEEDED	50'	403/430	32/130	100	NOB	C-D-516			ERMINE DR		
ERNEST DR	P	6471	MAINTENANCE ONLY				300	NOB	C-F-610		Contract 21	ERNEST DR		
ESCAMACU CIR	P	1440	MAINTENANCE ONLY				300	NOB			Contract 17	ESCAMACU CIR		
ETHEL GRANT LN	P	322	DEEDED	50'	MULTIPLE DEEDS		200	NOB			Contract 17	ETHEL GRANT LN	FKA: COOSAW ISLAND DR; DB 1767/1449-1455	
EUSTIS LANDING RD	P	1338	MAINTENANCE ONLY				200	NOB	C-E-545		Contract 14	EUSTIS LANDING RD		
FACTORY CREEK RD	P	813	MAINTENANCE ONLY				200	NOB	C-E-523			FACTORY CREEK RD		
FACULTY DR	P	2491	MAINTENANCE ONLY				200	NOB	C-E-512		Contract 33	FACULTY DR		
FAIR RD	P	783	DEEDED		MULTIPLE DEEDS	33/21	100	NOB			Contract 41	FAIR RD	DB 766/1030-1036	
FAIRFIELD RD	P	3240	MAINTENANCE ONLY				200	NOB	C-E-513		Contract 8	FAIRFIELD RD		
FIDDLER DR	P	4620	DEEDED/MAINTENANCE	50'	61/163, 3861/166, 3861/1	153/171, 20/127	200	NOB	C-E-500		Contract 31	FIDDLER DR		
FIDDLERS POND LOOP	P	597	DEEDED		314/1425		200	NOB				FIDDLERS POND LOOP	PB 28/168, 30/87 AND 32/246	
FIG DR	P	981	MAINTENANCE ONLY	50'		76/119	200	NOB				FIG DR		
FIRST COLEMAN RD	P	1498	DEEDED	50'	132/54-60		300	NOB	C-F-600		Contract 46	FIRST COLEMAN RD	FKA: COLEMAN RD	
FLAMINGO CV	P	0	DEDICATED	50'		131/134	200	NOB				FLAMINGO CV		
FLAMINGO CV	P	790	MAINTENANCE ONLY	50'			200	NOB				FLAMINGO CV		
FLORA CIR	P	226	DEEDED	50'	3270/3165	73/193	200	NOB				FLORA CIR	Rosewalk S/D	
FLYCATCHER LN	P	2164	DEEDED	50'	225/1072	23/43	200	NOB	C-E-507		Contract 31	FLYCATCHER LN	Quail Run S/D	
FOLSON CT	P	342	DEEDED	50'	3270/3165	73/193	200	NOB				FOLSON CT	Rosewalk S/D	
FOREST FIELD RD	P	944	DEEDED	50'	403/432	32/31	100	NOB				FOREST FIELD RD		
FORT FREMONT CT N	P	358	DEDICATED	50'		65/119	300	NOB				FORT FREMONT CT N		
FORT FREMONT CT S	P	350	DEDICATED	50'		65/119	300	NOB				FORT FREMONT CT S		
FORT FREMONT LN	P	447	DEDICATED	50'		65/119	300	NOB				FORT FREMONT LN		
FORT FREMONT RD	P	1043	MAINTENANCE ONLY				300	NOB	C-E-701			FORT FREMONT RD		
FRAME AVE	P	1972	DEEDED	30'	148/35	25/86	100	NOB	C-D-423		Contract 39	FRAME AVE	Paukie Island	
FRANCES CT	P	135	DEEDED	50'	1250/2584	45/81	200	NOB				FRANCES CT		
FRANKLIN DR	P	1362	DEEDED	50'	MULTIPLE DEEDS		100	NOB	C-C-502		Contract 25	FRANKLIN DR	DB 2002/755-771	
FREMONT CT	P	315	DEDICATED	50'		65/119	300	NOB	C-D-526			FREMONT CT		
FREMONT LN	P	473	DEDICATED	50'		65/119	300	NOB	C-D-525			FREMONT LN		
FRIENDSHIP LN	P	3767	MAINTENANCE ONLY				200	NOB	C-F-404		Contract 25	FRIENDSHIP LN	Coosaw Island	
FRIPP POINT RD	P	2817	DEED/MAINT ONLY	50'	3350/3207		300	NOB			Contract 33	FRIPP POINT RD	1634' PRESCRIPTIVE / 1183' DEEDED	
GADWALL DR W	P	2466	DEDICATED	60'		131/134	200	NOB				GADWALL DR W		
GAIL ST	P	661	MAINTENANCE ONLY				100	NOB	C-D-546		Contract 32	GAIL ST		
GARRETT SMALLS RD	P	2317	MAINTENANCE ONLY				100	NOB				GARRETT SMALLS RD		
GATOR LN	P	1273	DEEDED	50'	3270/3167-3173	20/134	200	NOB	C-E-421	Y	Contract 49	GATOR LN		Accepted by CC 8/9/73
GEORGE WILLIAMS LN	P	3281	DEEDED		See comment		700	NOB	C-C-206	Y		GEORGE WILLIAMS LN		
GLAZE DR	P	1733	MAINTENANCE ONLY				100	NOB	C-D-505		Contract 1	GLAZE DR	FKA: SOUTH DR	
GLOVER RD	P	2932	MAINTENANCE ONLY				300	NOB	C-E-547			GLOVER RD		
GODWIN RD	P	269	DEEDED	50'	943/2060	119/46	100	NOB	C-C-511		Contract 15	GODWIN RD		Accptd by CC 3/24/97
GODWIN RD	P	1185	MAINTENANCE ONLY	30'		PB 9/48	100	NOB	C-C-511		Contract 15	GODWIN RD		

GRACKLE LN	P	774	DEDICATED	66'		62/82	100	NOB				GRACKLE LN	Audubon Woods S/D	
GRANDIFLORA LN	P	993	DEEDED	50'	1097/137	66/121	200	NOB				GRANDIFLORA LN	Magnolia Court S/D	
GRANT ST	P	1454	MAINTENANCE ONLY	50'		13/94	100	NOB	C-D-533		Contract 23	GRANT ST	FKA: TAFT ST	
GRAY RD	P	4451	MAINTENANCE ONLY				700	NOB	C-D-202		Contract 20	GRAY RD		
GRAYS HILL ACRES	P	1348	MAINTENANCE ONLY				100	NOB	C-D-407		Contract 28	GRAYS HILL ACRES		
GREEN CIR	P	3442	MAINTENANCE ONLY				700	NOB	C-D-211		Contract 20	GREEN CIR		
GREGORY DR	P	1050	MAINTENANCE ONLY				300	NOB				GREGORY DR		
GUMWOOD DR	P	1304	DEEDED	50'	MULTIPLE DEEDS		200	NOB			Contract 45	GUMWOOD DR		
HABERSHAM AVE	P	798	DEEDED	30'	148/35	25/86	100	NOB	C-D-421		Contract 39	HABERSHAM AVE	Paukie Island	
HALE DR	P	1221	MAINTENANCE ONLY	50'		13/94	100	NOB	C-D-532		Contract 23	HALE DR		
HALIFAX DR	P	3902	DEEDED	50'	MULTIPLE DEEDS		300	NOB	C-F-526		Contract 46	HALIFAX DR	FKA: INDIAN HILL RD	
HAMPTON DR	P	2695	DEEDED		208/714	18/170	100	NOB	C-D-410		Contract 4	HAMPTON DR		
HANNA AVE	P	1051	DEEDED		148/35	25/26; 8/29	100	NOB	C-D-420		Contract 39	HANNA AVE	Paukie Island	
HARBORVIEW CIR	P	1225	MAINTENANCE ONLY				200	NOB	C-E-533		Contract 17	HARBORVIEW CIR		
HARBORVIEW DR	P	390	MAINTENANCE ONLY				200	NOB	C-E-532		Contract 17	HARBORVIEW DR		
HAROLD DR	P	1459	DEEDED	50'	828/1307-1337	36/14	100	NOB			Contract 33	HAROLD DR	DB 828/1307-1337	
HARVEST LN	P	838	DEEDED	50'	316/110	31/208	200	NOB				HARVEST LN	Also: PB 24/45	
HARVEY'S BEND	P	707	DEEDED	30'	148/35	25/86	100	NOB	C-D-430		Contract 39	HARVEY'S BEND	Paukie Island	
HEWLETT RD	P	2701	MAINTENANCE ONLY				200	NOB	E-430			HEWLETT RD	No R/W deed(s)	Accepted by CC on 7/13/1987
HICKORY HILL RD	P	3161	MAINTENANCE ONLY				300	NOB	C-F-528		Contract 21	HICKORY HILL RD		
HIDDEN CT	P	175	MAINTENANCE ONLY		179/57 ???		200	NOB				HIDDEN CT	County may own: see DB 179/57	
HOBCAW DR	P	909	DEEDED	50'	3278/89		100	NOB		Y	Contract 49	HOBCAW DR		
HONEYSUCKLE LN	P	1559	MAINTENANCE ONLY				200	NOB	C-E-434		Contract 31	HONEYSUCKLE LN		
HORACE DAWSON LN	P	2078	MAINTENANCE ONLY				700	NOB	C-D-213		Contract 20	HORACE DAWSON LN	FKA: DAWSON DR	
HORSE NETTLE LN	P	790	MAINTENANCE ONLY				700	NOB	C-D-314		Contract 29	HORSE NETTLE LN	FKA: COLEMAN RD	
HORTON DR	P	1468	MAINTENANCE ONLY				100	NOB	C-D-528		Contract 8	HORTON DR		
HOSEA RD	P	329	DEEDED	50'	171/198	DB 171/198	100	NOB	C-C-410		Contract 15	HOSEA RD		
HUGH AVE	P	586	DEEDED	50'	148/35	25/86	100	NOB	C-D-422		Contract 39	HUGH AVE	Paukie Island	
HUMBOLT CIR	P	154	DEEDED	50'	3270/3165	73/193	200	NOB				HUMBOLT CIR	Rosewalk S/D	
HUMMINGBIRD DR	P	305	DEEDED	66'	725/1175	50/131	100	NOB				HUMMINGBIRD DR	Iron Gate S/D	
HUNT TER	P	1047	MAINTENANCE ONLY				700	NOB	C-D-316		Contract 34	HUNT TER		
HUNTERS GROVE RD	P	2450	MAINTENANCE ONLY				300	NOB	C-E-600		Contract 14	HUNTERS GROVE RD	FKA: FOREST RD	
HURON DR	P	2032	DEEDED	50'	403/430	32/130	100	NOB	C-D-515			HURON DR		
HUSPAH CT N	P	1742	DEEDED	50'	3281/2391	32/202	700	NOB		Y	Contract 49	HUSPAH CT N	Sheldon Farms S/D	
HUSPAH CT S	P	1716	DEEDED	50'	3281/2391	32/202	700	NOB		Y	Contract 49	HUSPAH CT S	Sheldon Farms S/D	
HUSPAH DR	P	3512	DEEDED	66'	3246/1438	95/77	700	NOB	C-C-208	Y	Contract 48	HUSPAH DR		
ICE HOUSE RD	P	1708	MAINTENANCE ONLY				100	NOB	C-D-524			ICE HOUSE RD		
INDIGO LOOP	P	1208	DEEDED		314/1425	32/246; 30/87	200	NOB				INDIGO LOOP	Cat island; PB 28/168	
INDIGO WOODS CT	P	374	Deeded	50'	287/1269	27/71	300	NOB				INDIGO WOODS CT		Accepted by CC 7/9/79
INGLEWOOD CIR	P	5795	DEEDED	50' ; 35'	MULTIPLE DEEDS	55/113	300	NOB	C-G-509/510	Y	Contract 46	INGLEWOOD CIR	PALMETTO DR/CEDAR DR E	
INWOOD CT	P	837	DEEDED	50'	1293/1952	73/82	100	NOB				INWOOD CT		
IRONGATE DR	P	2190	DEEDED	66'	725/1175	50/131	100	NOB				IRONGATE DR	Irongate S/D	
ISLAND TANK RD	P	1662	MAINTENANCE ONLY				100	NOB	C-D-405		Contract 9	ISLAND TANK RD		
JACOB LN	P	526	MAINTENANCE ONLY				100	NOB			Contract 28	JACOB LN		
JAMES GRANT RD	P	1079	MAINTENANCE ONLY				300	NOB	C-E-548		Contract 21	JAMES GRANT RD	FKA: GRANT RD	
JASMINE CT	P	290	DEEDED	50'	418/1301	32/227	200	NOB				JASMINE CT		
JASMINE HALL RD	P	624	DEEDED		3083/1359		700	NOB			Contract 43	JASMINE HALL RD	School bus turn-around area	
JASMINE HALL RD	P	4977	MAINTENANCE ONLY				700	NOB	C-D-304		Contract 43	JASMINE HALL RD		
JAY ST	P	908	MAINTENANCE ONLY	50'		13/94	100	NOB	C-D-534		Contract 23	JAY ST		
JOE ALLEN DR	P	2848	DEEDED	50'	225/769	20/23	100	NOB	C-C-403		Contract 40	JOE ALLEN DR		
JOHN DAVIS CT	P	508	MAINTENANCE ONLY				100	NOB	C-D-402			JOHN DAVIS CT		
JOHN FRIPP CIR	P	1626	MAINTENANCE ONLY				300	NOB			Contract 41	JOHN FRIPP CIR		
JOHNSON LANDING RD 9084'	P	7808	DEEDED/CONDEMNED		See ROW spreadsheet		200	NOB	C-E-400		Contract 50	JOHNSON LANDING RD 9084	Not Paving end of road White Family would not grant ROW	
JOHNSON RD	P	1490	MAINTENANCE ONLY				700	NOB	C-C-205		Contract 13	JOHNSON RD		
JONESFIELD RD	P	1717	MAINTENANCE ONLY				100	NOB	C-D-401		Contract 29	JONESFIELD RD		
JOSEPHINE DR	P	2958	MAINTENANCE ONLY				100	NOB	C-D-521		Contract 11	JOSEPHINE DR		
JULEP ST	P	513	DEEDED	50'	3065/1750	113/77	100	NOB				JULEP ST	Mint Farm S/D	
KADER ST	P	600	MAINTENANCE ONLY				100	NOB	C-D-543		Contract 32	KADER ST		
KAMINSKY LN	P	568	DEEDED	50'	3065/1750	113/77	100	NOB				KAMINSKY LN	Mint Farm S/D	
KATELYNS WAY	P	1349	DEEDED	50'	3385/2762	110/23	200	NOB				KATELYNS WAY	Nickles Place S/D	Accepted by majority of Pub. Facilities Comm. 3/16/2015
KEMMERLIN LN	P	1249	DEEDED	50'	2690/599	107/54	200	NOB				KEMMERLIN LN		
LAUGHING GULL DR	P	1979	DEDICATED	50'		131/134	200	NOB				LAUGHING GULL DR		
LAUREL HILL LN	P	448	DEEDED	50'	MULTIPLE DEEDS	35/326	200	NOB			Contract 10	LAUREL HILL LN	DB 789/502-510	
LAUREL ST E	P	1568	DEEDED	50'	998/1170	17/64	100	NOB	C-C-507		Contract 25	LAUREL ST E		
LAUREL ST W	P	855	MAINTENANCE ONLY				100	NOB	C-C-506		Contract 25	LAUREL ST W		
LAWSON RD	P	552	MAINTENANCE ONLY				100	NOB			Contract 25	LAWSON RD		
LE MOYNE CT	P	170	DEEDED	50'	3246/1440	57/155	200	NOB				LE MOYNE CT	Telfair S/D, Ph. 2	
LE MOYNE DR	P	2959	DEEDED	50'	3246/1440	54/92, 57/155	200	NOB				LE MOYNE DR	Telfair S/D, Ph. 1 & 2	
LEVANT BYAS RD	P	1475	MAINTENANCE ONLY				300	NOB	C-F-518		Contract 21	LEVANT BYAS RD		
LH NELSON DR	P	2643	DEEDED	50'	3146/1462	13/94	100	NOB	C-D-536		Contract 45	LH NELSON DR	FKA: HAMILTON DR	
LINDA SUE CT	P	243	DEEDED	50'	998/1166		200	NOB				LINDA SUE CT	Christine Place S/D	
LISBON WAY	P	1276	DEEDED	50'	1269/1777	35/229	200	NOB				LISBON WAY	James Byrnes Estates; Plat in DB 1303/2453	
LITTLE CREEK ROAD	P	1954	DEEDED	50'	1383/1474	55/35	200	NOB				LITTLE CREEK ROAD		
LONESOME CT	P	353	MAINTENANCE ONLY				100	NOB	C-D-501		Contract 32	LONESOME CT	FKA: YOUNG ST	Accepted by CC 2/11/74
LONGSTAPLE CT	P	279	DEEDED	50'	316/110	31/208	200	NOB				LONGSTAPLE CT	Also: PB 24/45	
LOST ISLAND RD	P	5185	DEED/DED/ESMT	50'/Varies	395/1593	13/15	200	NOB	C-E-542			LOST ISLAND RD	DB 619/2115: Turn Around Esmt	
LUCERNE AVE	P	1349	DEEDED	50'	1511/1757	62/114	200	NOB				LUCERNE AVE	Telfair S/d	
LUTHER WARREN DR	P	2379	DEEDED	50'	R/W MNGR FILES		300	NOB	C-F-607		Contract 14	LUTHER WARREN DR	FKA: WARREN RD; DEEDS ARE UNRECORDABLE	
MAJOR RD	P	1788	DEEDED		MULTIPLE DEEDS		300	NOB	C-E-551		Contract 49	MAJOR RD	Warsaw Island	
MAMIE FRAZER LN	P	638	MAINTENANCE ONLY				100	NOB	C-D-437		Contract 28	MAMIE FRAZER LN		

MARK AVE	P	619	DEEDED	50'	148/35	25/86	100	NOB	C-D-432		Contract 39	MARK AVE	Paukie Island	
MARQUIS WAY	P	913	DEEDED	50'	1511/1757	62/114	200	NOB				MARQUIS WAY	Telfair S/d	
MARSH DR	P	7340	DEEDED	50'	1315/100	20/127	200	NOB	C-E-422		Contract 12	MARSH DR		
MARTHA ANN WAY	P	674	DEEDED	50'	998/1166	59/169	200	NOB				MARTHA ANN WAY		
MARY ELIZABETH DR	P	634	MAINTENANCE ONLY	50'		76/119	200	NOB				MARY ELIZABETH DR	Phase 1, Spanish Moss S/D	
MARY ELIZABETH DR	P	790	DEEDED	50'	3106/2681	129/171	200	NOB				MARY ELIZABETH DR	Phase 2, Spaish Moss S/D	
MARY JENKINS CIR	P	3459	MAINTENANCE ONLY				300	NOB	C-F-510		Contract 5	MARY JENKINS CIR		
MARY SMALLS RD	P	794	DEEDED/CONDEMNED		MULTIPLE DEEDS		300	NOB	C-E-602		Contract 50	MARY SMALLS RD		Condemnation approved by CC April 27, 2015
MATTIS DR	P	2583	MAINTENANCE ONLY				300	NOB	C-E-549		Contract 21	MATTIS DR		
MCCALLEY CT	P	364	DEEDED	50'	1033/584	64/151; 64/109	100	NOB				MCCALLEY CT		
MCINTYRE CIR	P	101	DEEDED	50'	1210/1970	70/165	100	NOB				MCINTYRE CIR		
MCNEAL CIR	P	1595	Platted	50'		105/115, 25/35	100	NOB	C-D-330		Contract 20	MCNEAL CIR		
MEADOWLARK ST	P	1794	MAINTENANCE ONLY				200	NOB	C-E-416		Contract 18	MEADOWLARK ST	FKA: QUAIL DR	
MEAGAN DR	P	920	DEEDED	50'	1511/1760	72/10	200	NOB				MEAGAN DR	Telfair S/D	
MIDDLE RIVER RD	P	376	MAINTENANCE ONLY				200	NOB			Contract 40	MIDDLE RIVER RD	Formerly a portion of Davidson Road	
MIDDLEFIELD CIR	P	4673	MAINTENANCE ONLY				700	NOB	C-D-317	Y	Contract 43	MIDDLEFIELD CIR		
MIDDLETON RECREATION DR	P	4725	MAINTENANCE ONLY				100	NOB				MIDDLETON RECREATION DR		
MILLEDGE VILLAGE RD	P	2661	MAINTENANCE ONLY				100	NOB	C-D-506		Contract 1	MILLEDGE VILLAGE RD		
MINT FARM DR	P	1494	DEEDED	50'	3065/1750	113/77	100	NOB				MINT FARM DR	Mint Farm S/D	
MOCKINGBIRD DR	P	726	DEDICATED	50'		131/134	200	NOB				MOCKINGBIRD DR		
MOSES RD	P	2048	MAINTENANCE ONLY				100	NOB	C-D-413		Contract 20	MOSES RD		
MOULTRIE CIR	P	1923	MAINTENANCE ONLY				100	NOB			Contract 29	MOULTRIE CIR		
MT PISGAH CHURCH RD	P	1235	MAINTENANCE ONLY				100	NOB	C-D-321		Contract 34	MT PISGAH CHURCH RD		
MULRAIN RD	P	1077	MAINTENANCE ONLY				100	NOB	C-D-415		Contract 28	MULRAIN RD	FKA: FRIPP RD	
MURRAY DR	P	3961	MAINTENANCE ONLY				100	NOB	C-C-500		Contract 9	MURRAY DR		
NATHAN POPE RD	P	631	MAINTENANCE ONLY				300	NOB	C-G-525		Contract 41	NATHAN POPE RD		
NEEDLERUSH CT	P	621	MAINTENANCE ONLY	50'		20/134	200	NOB	C-E-419		Contract 17	NEEDLERUSH CT	FKA: MARSH LN	
NEEDLES ROAD	P	977	DEEDED	66'	3209/343		100	NOB				NEEDLES ROAD	ACQUIRED FROM SCDOT : FORMERLY S-7-85	
NEWBERRY CIR	P	3026	MAINTENANCE ONLY				700	NOB	C-D-201		Contract 13	NEWBERRY CIR		
NO MAN LAND RD	P	652	DEEDED	50'	766/1028		300	NOB			Contract 27	NO MAN LAND RD		ACCPT BY COUNCIL 11/14/1994
OAK BLUFF CT	P	1072	DEEDED	50'	763/2638	30/102	100	NOB			Contract 13	OAK BLUFF CT		
OAKMONT DR	P	1428	DEEDED	50'	3455/154	26/206	100	NOB	C-C-515			OAKMONT DR	Oakmont S/D	Accepted by CC 11/9/81
OGDEN CT	P	316	DEEDED	50'	3270/3165	73/193	200	NOB				OGDEN CT	Rosewalk S/D	
OLD BARN RD	P	1365	MAINTENANCE ONLY				200	NOB				OLD BARN RD		
OLD BEN RD	P	844	MAINTENANCE ONLY				300	NOB	C-E-706		Contract 14	OLD BEN RD		
OLD DAWSON ACRES	P	1017	MAINTENANCE ONLY				700	NOB	C-D-306			OLD DAWSON ACRES	FKA: LAWTON ACRES	
OLD DISTANT ISLAND RD	P	2509	MAINTENANCE ONLY				200	NOB	C-E-544		Contract 18	OLD DISTANT ISLAND RD		
OLD JERICO RD	P	5354	MAINTENANCE ONLY				100	NOB				OLD JERICO RD		
OLD SALEM RD	P	4477	MAINTENANCE ONLY				100	NOB	C-D-529		Contract 18	OLD SALEM RD		
OLEANDER DRIVE	P	675	DEEDED	50'	3106/2681	129/171	200	NOB				OLEANDER DRIVE	Phase 2, Spanish Moss S/D	
ORANGE CT	P	148	Deeded	50'	287/1269	27/71	110	NOB				ORANGE CT		Accepted by CC 7/9/79
OSPREY RD	P	2675	DEDICATED	50'		131/134	200	NOB				OSPREY RD		
OYSTER FACTORY RD	P	789	MAINTENANCE ONLY/DEEDED		3533/2444, 3533/3274	145/99	200	NOB	C-E-522			OYSTER FACTORY RD		
PAIGE DR	P	369	DEEDED	50'	3455/154	26/206	100	NOB	C-C-517			PAIGE DR	OAKMONT S/D	Accepted by CC 11/9/81
PARTRIDGE CIR	P	2683	MAINTENANCE ONLY				200	NOB	C-E-431			PARTRIDGE CIR		Accepted by CC 7/14/75
PARTRIDGE WOODS RD	P	159	MAINTENANCE ONLY				200	NOB			Contract 17	PARTRIDGE WOODS RD		Accepted by CC 7/14/75
PATRICIA CT	P	462	DEEDED	50'	998/1166	59/169	200	NOB				PATRICIA CT	Christine Place S/D	
PATTERSON RD	P	1459	DEEDED	50'	225/769	20/23	100	NOB			Contract 40	PATTERSON RD		
PATTERSON RD	P	1715	MAINTENANCE ONLY				100	NOB	C-C-402			PATTERSON RD		
PAUKIE ISLAND RD	P	1635	DEEDED		148/35	25/86; 8/29	100	NOB	C-D-420		Contract 39	PAUKIE ISLAND RD	Paukie Island	
PAUL HEYWARD DR	P	304	DEEDED	50'	1593/2451		200	NOB			Contract 18	PAUL HEYWARD DR		
PEACE HAVEN DR	P	847	MAINTENANCE ONLY				100	NOB	C-D-502			PEACE HAVEN DR		
PEACEFUL WAY	P	712	MAINTENANCE ONLY				100	NOB			Contract 28	PEACEFUL WAY		
PELICAN CIR	P	3810	DEDICATED	66'		62/82	100	NOB				PELICAN CIR	Audubon Woods S/D	
PELICAN WAY	P	351	DEDICATED	50'		131/134	200	NOB				PELICAN WAY		
PERRYCLEAR DR	P	4450	EASEMENT		3831/3060		100	NOB	C-D-419		Contract 13	PERRYCLEAR DR	FKA: PAUKIE ISLAND RD easement expires in June 2063	
PEYTONS WAY	P	521	DEEDED	50'	3385/2762	110/23	200	NOB				PEYTONS WAY	Nickles Place S/D	Accepted by majority of Pub. Facilities Comm. 3/16/2015
PHILLIPS ST	P	0	CITY OF BEAUFORT				120	NOB			Contract 18	PHILLIPS ST		
PIN DROP LN (882')	P	0	PRIVATE				120	NOB				PIN DROP LN (882')	Owned by Burton Properties, L.P.	Removed from inventory
PINEWOOD CIR	P	3014	MAINTENANCE ONLY				100	NOB	C-C-404			PINEWOOD CIR		
PLANTERS CIR	P	1902	MAINTENANCE ONLY	50'		31/208	200	NOB				PLANTERS CIR	Phase 2	
PLANTERS CIR	P	2164	DEEDED	50'	316/110	31/208	200	NOB				PLANTERS CIR	Also: PB 24/45; Phase 1	
POLITE DR	P	1305	MAINTENANCE ONLY				100	NOB	C-C-510		Contract 40	POLITE DR		
PONY AVE	P	1028	DEEDED	50'	403/432	32/131	100	NOB	C-D-510			PONY AVE		
POPPY HILL RD	P	2573	MAINTENANCE ONLY				100	NOB	C-D-403		Contract 28	POPPY HILL RD		
POSSUM HILL RD	P	1033	DEEDED	50'	1767/1248	34/31	100	NOB				POSSUM HILL RD	White Oaks Estates	
POWELL DR	P	615	DEEDED		538/1447	538/1447	100	NOB	C-D-500		Contract 15	POWELL DR		
POWELL DR	P	838	MAINTENANCE ONLY				100	NOB	C-D-500		Contract 15	POWELL DR		Accepted by CC 2/11/74
PRESCOTT RD	P	4018	MAINTENANCE ONLY				700	NOB	C-C-202		Contract 13	PRESCOTT RD		
PRINCE WILLIAM DR	P	867	Deeded	50'	287/1269	27/71	110	NOB				PRINCE WILLIAM DR		Accepted by CC 7/9/79
PROFESSIONAL VILLAGE CIR	P	308	DEEDED		1303/2445		200	NOB				PROFESSIONAL VILLAGE CIR	50' minimum R/W	
PROVIDENCE RD	P	1340	MAINTENANCE ONLY				100	NOB	C-D-512		Contract 23	PROVIDENCE RD		
PURDY WAY	P	377	DEEDED				200	NOB				PURDY WAY		
PURRYSBURG DR	P	2277	DEEDED				200	NOB				PURRYSBURG DR		
QUAIL RIDGE CIR N	P	826	DEEDED	50'	2543/2545	33/189	100	NOB				QUAIL RIDGE CIR N		Accepted by CC 4/27/98
QUAIL RIDGE CIR S	P	877	DEEDED	50'	2543/2545	33/189	100	NOB				QUAIL RIDGE CIR S		Accepted by CC 4/27/98
QUAIL RIDGE DR	P	1100	DEEDED	50'	2543/2545	33/189	100	NOB				QUAIL RIDGE DR		Accepted by CC 4/27/98
QUAIL RIDGE LOOP	P	157	DEEDED	50'	2543/2545	33/189	100	NOB				QUAIL RIDGE LOOP		Accepted by CC 4/27/98
QUARTER HORSE RD	P	1021	DEEDED	50'	403/432	32/131	100	NOB	C-D-5-7			QUARTER HORSE RD		
QUEENS RD	P	2930	DEEDED	50'	MULTIPLE DEEDS		300	NOB	C-F-609		Contract 46	QUEENS RD		

RAMSEY LOOP	P	1092	DEEDED	50'			100	NOB			Contract 32	RAMSEY LOOP	DB 2090/189-222	
RATEL CIR	P	1488	DEEDED	50'	1087/563	32/238	100	NOB	C-D-517			RATEL CIR	Also: PB 31/191	
RATEL CT	P	179	DEEDED	50'	1087/563	32/238	100	NOB				RATEL CT	Also: PB 31/191	
RAYMOND CT	P	61	DEEDED				200	NOB				RAYMOND CT		
REDWOOD LN	P	454	MAINTENANCE ONLY			31/208	200	NOB				REDWOOD LN	Bluff Farm S/D Ph. 2	
REEDS RD	P	2322	DEEDED	50'	229/1392	23/156	200	NOB	C-E-505			REEDS RD		
RICE RD	P	1357	DEEDED	30'	89/217	15/10	100	NOB	C-C-512		Contract 51	RICE RD		
RILEY RD	P	1640	MAINTENANCE ONLY				100	NOB			Contract 41	RILEY RD		
RIVER OAKS RD	P	4356	DEEDED	50'	MULTIPLE DEEDS		700	NOB	C-D-303		Contract 45	RIVER OAKS RD		
RIVERS HILL RD	P	682	MAINTENANCE ONLY				100	NOB			Contract 13	RIVERS HILL RD		
ROBINSON HILL RD	P	1213	MAINTENANCE ONLY				700	NOB			Contract 20	ROBINSON HILL RD		
ROOSEVELT AVE	P	663	MAINTENANCE ONLY				100	NOB	C-D-547			ROOSEVELT AVE		
ROSE ISLAND RD	P	3113	MAINTENANCE ONLY				300	NOB	C-F-513		Contract 42	ROSE ISLAND DR	A PORTION OF ROSE IS DR IS ROCKED	
ROSEIDA RD EXT	P	1882	MAINTENANCE ONLY				100	NOB	C-D-424		Contract 15	ROSEIDA RD EXT		
ROYAL DR	P	160	DEEDED	50'	3455/154	26/206	100	NOB	C-C-521			ROYAL DR	Oakmont S/D	Accepted by CC 11/9/81
RUE DU BOIS	P	1313	MAINTENANCE ONLY				200	NOB	C-E-539		Contract 25	RUE DU BOIS		
SALICORNIA DR	P	1527	DEEDED	50'	988/1567, 3865/820	154/21	200	NOB		Y	Contract 51	SALICORNIA DR	Marsh Hawk Plantation	Accepted by CC 9/22/97
SALT CREEK DR E	P	1226	MAINTENANCE ONLY				100	NOB			Contract 23	SALT CREEK DR E		
SALT CREEK DR W	P	277	MAINTENANCE ONLY				100	NOB				SALT CREEK DR W	Us 21 to far side of Spanish Moss Trail	
SALT CREEK DR W	P	612	DEEDED	30'	MULTIPLE DEEDS	30/12	100	NOB			Contract 45	SALT CREEK DR W		
SALT MARSH CV	P	592	DEEDED	50'	316/110	31/208	200	NOB				SALT MARSH CV	Also: PB 24/45	
SAM DOYLE DR	P	363	DEEDED	66'	2804/2019		300	NOB				SAM DOYLE DR	Por. Of S-7-185; 363' length is approximate	
SANDHILL DR	P	867	MAINTENANCE ONLY	50'		34/62	100	NOB				SANDHILL DR	Sandhill Estates S/D	
SANDRA DR	P	613	MAINTENANCE ONLY				100	NOB	C-D-542		Contract 32	SANDRA DR		
SANDY RIDGE RD	P	1029	MAINTENANCE ONLY				100	NOB			Contract 32	SANDY RIDGE RD		
SANGSTER RD	P	650	DEEDED	50'			200	NOB	C-E-538		Contract 25	SANGSTER RD	E-W POR OF SANGSTER RD; DB 2096/405-414	
SANGSTER RD	P	803	MAINTENANCE ONLY				200	NOB	C-E-538		Contract 25	SANGSTER RD	N-S PORTION OF SANGSTER RD	
SCIPIO RD	P	1853	MAINTENANCE ONLY				100	NOB	C-C-522		Contract 41	SCIPIO RD		
SEA CREST LN	P	1486	MAINTENANCE ONLY				100	NOB	C-D-333			SEA CREST LN		
SETTLERS CV	P	579	DEEDED	50'	316/110	31/208	200	NOB				SETTLERS CV	coosaw River Estates/Sumerset Point At Lady's Island	
SHADE TREE LN	P	634	DEEDED		1383/1474	75/164	200	NOB				SHADE TREE LN		
SHALLOWFORD DOWNS	P	776	MAINTENANCE ONLY	50'		36/205	200	NOB				SHALLOWFORD DOWNS	KINGS GRANT S/D	
SHANNON LN	P	862	MAINTENANCE ONLY	50'		34/62	100	NOB				SHANNON LN	Sandhill Estates S/D	
SHELL PARK CIR	P	809	MAINTENANCE ONLY				100	NOB	C-D-549		Contract 23	SHELL PARK CIR		
SHELL POINT RECREATION PK	P	529	MAINTENANCE ONLY				100	NOB				SHELL POINT RECREATION PK		
SHELTER CHURCH RD	P	1024	MAINTENANCE ONLY				100	NOB				SHELTER CHURCH RD		
SHEPPARD RD	P	2678	MAINTENANCE ONLY				200	NOB	C-E-527		Contract 5	SHEPPARD RD		
SHEPPARD RD W	P	646	MAINTENANCE ONLY				200	NOB				SHEPPARD RD W	Telfair SD	
SHERWOOD LN	P	1589	DEEDED	50'	1157/713	68/93	200	NOB				SHERWOOD LN		
SHETLAND LN	P	331	DEEDED		inferred 403/432	32/131	100	NOB	C-D-508			SHETLAND LN		
SHINEY LEAF CT	P	378	DEEDED	50'	1097/137	66/121	200	NOB				SHINEY LEAF CT	Magnolia Court S/D	
SHINEY RD	P	4809	DEEDED/CONDEMNED				300	NOB	C-F-606		Contract 50	SHINEY RD		Conemnation approved by CC August 24, 2015
SKOSHI CT	P	109	DEEDED	50'	3455/154	26/206	100	NOB				SKOSHI CT	Oakmont S/D	Accepted by CC 11/9/81
SMALLS HILL RD	P	799	MAINTENANCE ONLY				100	NOB	C-D-416		Contract 20	SMALLS HILL RD		
SMITH RD	P	784	MAINTENANCE ONLY				100	NOB	C-D-414		Contract 28	SMITH RD		
SOLOMON WHITE LN	P	653	MAINTENANCE ONLY				700	NOB				SOLOMON WHITE LN		
SONYA FAYE LN	P	676	MAINTENANCE ONLY				100	NOB	C-D-435		Contract 25	SONYA FAYE LN		
SOUTHERN MAGNOLIA DR	P	3691	DEEDED/DEDICATED	50'	1097/137	66/121	200	NOB				SOUTHERN MAGNOLIA DR	Magnolia Court S/D - Ph. 1 dedicated by PB 56/110	
SPANISH MOSS DR	P	775	MAINTENANCE ONLY	50'		76/119	200	NOB				SPANISH MOSS DR		
SPEARMINT CIR	P	1737	DEEDED				100	NOB				SPEARMINT CIR		
SPRING KNOB CIR	P	1621	MAINTENANCE ONLY				200	NOB	C-E-527			SPRING KNOB CIR	C-E-427?	
ST PAULS CHURCH RD	P	3144	DEEDED	50'	2089/1013		100	NOB	C-D-514		Contract 33	ST PAULS CHURCH RD	ALSO DB 2088/2330-2366	
STANLEY RD	P	2510	DEEDED	50'	MULTIPLE DEEDS		100	NOB	C-C-508		Contract 43	STANLEY RD	R/W deeded or condemned; width varies	
STAR MAGNOLIA CT	P	553	DEEDED	50'	1827/1185	95/125	200	NOB				STAR MAGNOLIA CT		
STAR MAGNOLIA DR	P	1346	DEEDED	50'	1827/1185	95/125	200	NOB				STAR MAGNOLIA DR		
STELLATA LN	P	1031	DEEDED	50'	1097/137	66/121	200	NOB				STELLATA LN	Magnolia Court S/D	
STONE MARTEN DRIVE	P	1330	DEEDED	60'	1087/563	36/23	100	NOB				STONE MARTEN DRIVE	MINK POINT S/D	
STONE MARTEN CIRCLE	P	262	DEEDED	60'	1087/563	36/23	100	NOB				STONE MARTEN CIRCLE	MINK POINT S/D	
STROMAN LN	P	216	MAINTENANCE ONLY				100	NOB				STROMAN LN		
STROUP RD	P	2253	DEEDED		3875/3177, 3752/309	El Job# 292007 7-17-19	700	NOB			Contract 34	STROUP RD		
SUMMER DR	P	191	DEEDED	50'	3455/154	26/206	100	NOB	C-C-518			SUMMER DR	Oakmont S/D	Accepted by CC 11/9/81
SUNNY PL	P	727	DEEDED	66'	883/917	36/15	200	NOB				SUNNY PL		
SUSAN CT	P	421	DEEDED				200	NOB				SUSAN CT		
SUZANNE AVE	P	719	DEEDED				100	NOB	C-D-431		Contract 39	SUZANNE AVE	Paukie Island	
SYCAMORE HILL DR	P	569	DEEDED	50'			300	NOB			Contract 27	SYCAMORE HILL DR	DB 1087/557-561	Accptd by CC 5/18/98
TABBY RD	P	794	DEEDED				100	NOB	C-D-513		Contract 34	TABBY RD	Tanglewood S/D	
TAFT ST	P	367	DEEDED	50'	4234/1848	112/13	100	NOB				TAFT ST		
TAMMY LN	P	1109	MAINTENANCE ONLY	50'		34/62	100	NOB				TAMMY LN	Sandhill Estates S/D	
TANGLEWOOD DR	P	2417	MAINTENANCE ONLY				100	NOB	C-D-519		Contract 11	TANGLEWOOD DR		
TARRA CT	P	765	DEEDED				100	NOB				TARRA CT	Chincapin S/D	
TAYLOR ST	P	872	MAINTENANCE ONLY				100	NOB	C-D-503			TAYLOR ST	card does not agree with map	
TELFAIR DR	P	2730	DEEDED				200	NOB				TELFAIR DR	Telfair S/D	
TERN RD	P	1023	DEDICATED	50'		131/134	200	NOB				TERN RD	Coosaw River Estates/Sumerset Point At Lady's Island	
THE AVENUE	P	2264	MAINTENANCE ONLY				300	NOB	C-F-523		Contract 21	THE AVENUE		
TOKEN LN	P	719	MAINTENANCE ONLY				200	NOB	C-E-435		Contract 17	TOKEN LN		
TOM FRIPP RD	P	1423	MAINTENANCE ONLY				300	NOB	C-F-517			TOM FRIPP RD		
TOMBEE RD	P	4276	MAINTENANCE ONLY				300	NOB	C-E-614			TOMBEE RD		
TOMOTLEY CT	P	415	DEEDED	50'	1033/584	64/151; 64/109	100	NOB				TOMOTLEY CT	Marshview S/D	
TOOMER RD	P	2786	MAINTENANCE ONLY				300	NOB	C-E-708		Contract 14	TOOMER RD		
TRASK FARM RD	P	278	DEEDED	50'	778/1666		100	NOB			Contract 23	TRASK FARM RD		

TROTTERS LOOP 3639'	P	3639	DEEDED/CONDEMNED	50'			200	NOB	C-E-403		Contract 50	TROTTERS LOOP 3639'	Not paving half of road. Horse owners prefer dirt road	
TUCKER AVE	P	1674	MAINTENANCE ONLY				200	NOB	C-E-450		Contract 18	TUCKER AVE	Tucker Road S/D	
TURTLE LN	P	867	DEEDED	50	3270/3167-3173	20/134	200	NOB	C-E-420	Y	Contract 49	TURTLE LN		Accepted by CC 8/9/73
VARSITY ST	P	1536	MAINTENANCE ONLY				200	NOB	C-E-515		Contract 33	VARSITY ST		
VENICE CT	P	308	DEEDED				200	NOB				VENICE CT		
VIEW POINT CIR	P	2360	MAINTENANCE ONLY	50'		21/27,21/166,26/184	300	NOB	C-G-524		Contract 5	VIEW POINT CIR	FKA: VIEW POINT RD or VUE Point CIRCLE	
VINEYARD POINT RD	P	4126	MAINTENANCE ONLY				300	NOB	C-E-609		Contract 14	VINEYARD POINT RD		
W RIVER DR	P	3663	MAINTENANCE ONLY				200	NOB	C-D-429		Contract 42	W RIVER DR		
WALNUT HILL ST	P	3281	MAINTENANCE ONLY				200	NOB				WALNUT HILL ST		
WARDS LANDING RD	P	2344	DEEDED	50'	778/1660		300	NOB	C-G-504		Contract 51	WARDS LANDING RD		
WARSAW ISLAND RD	P	4257	MAINTENANCE ONLY				300	NOB				WARSAW ISLAND RD		
WEBB RD	P	586	DEEDED				100	NOB			Contract 41	WEBB RD	DB 2877/1423-1435; R/W varies up to 50'	
WEGEON LN	P	600	DEDICATED	66'		62/82	100	NOB				WEGEON LN	Audubon Woods S/D	
WELLENA CT	P	618	DEEDED				100	NOB				WELLENA CT	Burlington Arms II	
WESLEY AVE	P	1332	DEEDED				100	NOB	C-D-433		Contract 39	WESLEY AVE	Paukie Island	
WESTMINSTER PL	P	2286	DEEDED				200	NOB				WESTMINSTER PL	Westminster Place S/D	
WESTWOOD CIR	P	1618	MAINTENANCE ONLY				100	NOB			Contract 8	WESTWOOD CIR	Westwood S/D	
WHITE HALL CT	P	466	DEEDED	50'	1033/584	64/109; 64/151	100	NOB				WHITE HALL CT	Marshview S/D	
WHITE PINE RD	P	709	DEEDED				100	NOB			Contract 25	WHITE PINE RD	White Pines S/D	
WHITE SANDS CIR	P	556	MAINTENANCE ONLY				300	NOB	C-F-608		Contract 34	WHITE SANDS CIR		
WICKECLIFF PL	P	425	DEEDED	50'	763/2636	28/13	100	NOB	C-D-522			WICKECLIFF PL	FKA: SNACKFOOD RD	
WIGGFALL RD	P	931	MAINTENANCE ONLY				300	NOB		Y		WIGGFALL RD		
WIGGINS RD	P	1526	MAINTENANCE ONLY				200	NOB	C-E-519		Contract 2	need	Sunrise Bluff S/D	
WIMBEE CREEK RD	P	7143	MAINTENANCE ONLY				700	NOB	C-D-311	Y		WIMBEE CREEK RD	7948' + 10135' paved at different times	
WIMBEE LANDING RD	P	18083	DEEDED	100'	179/280		700	NOB			Contract 48	WIMBEE LANDING RD	Mint Farm S/D	
WINTERGREEN DR	P	3408	DEEDED				100	NOB				WINTERGREEN	Quail Run S/D	
WOOD DUCK LN	P	461	MAINTENANCE ONLY				200	NOB			Contract 31	WOOD DUCK LN	Sunset Bluff S/D	
WOODBINE DR	P	831	MAINTENANCE ONLY				200	NOB	C-E-525		Contract 12A	WOODBINE DR		
WOODS LN	P	791	MAINTENANCE ONLY	50'		20/134	200	NOB	C-E-418		Contract 33	WOODS LN	ROCKED	
WRIGHT PLACE	P	1247	DEEDED	40' ?/50'	2584/1645	71/98 91/83	510	SOB				WRIGHT PLACE	See also PB 91/83, 109/122, 125/185	Accepted by CC 9/28/98
BAY POINT RD	P-ROCKED	2467	MAINTENANCE ONLY	18'-22'			300	NOB	C-E-705		Contract 38	BAY POINT RD	ROCKED	
BUCHANAN RD	P-ROCKED	1480	MAINTENANCE ONLY	19'			300	NOB	C-E-700	Y	Contract 38	BUCHANAN RD	ROCKED	
CAPT ROJAS RD	P-ROCKED	369	MAINTENANCE ONLY	25'			300	NOB			Contract 38	CAPT ROJAS RD		
ESTROLITA ST	P-ROCKED	683	MAINTENANCE ONLY				300	NOB		Y		ESTROLITA ST	FKA: OLD FORT RD; ROCKED	
FORT FREMONT RD	P-ROCKED	2286	MAINTENANCE ONLY				300	NOB	C-E-701		Contract 38	FORT FREMONT RD		
GINGERWOOD RD	P-ROCKED	1160	MAINTENANCE ONLY				300	NOB		Y		GINGERWOOD RD		
MAYFAIR CT	P-ROCKED	1134	EASEMENT	60'	DB 236/1068	13/14	200	NOB	C-E-526			MAYFAIR CT		
MCCOY RD	P-ROCKED	1305	MAINTENANCE ONLY				300	NOB	C-E-704	Y		MCCOY RD	ROCKED	
MIXON RD	P-ROCKED	1199	MAINTENANCE ONLY	25'			300	NOB	C-E-703	Y		MIXON RD	ROCKED	
MOSSE RD	P-ROCKED	1266	MAINTENANCE ONLY	25'			300	NOB			Contract 38	MOSSE RD		
PAULIK PL	P-ROCKED	598	DEEDED	50'	2999/1138	131/95	300	NOB				PAULIK PL	ORD. SEC. 106-2797	Accepted by CC 9/14/09
ROSE ISLAND DR	P-ROCKED	583	MAINTENANCE ONLY				300	NOB	C-F-513		Contract 42	ROSE ISLAND DR		
SEASIDE RD	P-ROCKED	1537	MAINTENANCE ONLY				300	NOB	C-E-702	Y		SEASIDE RD		
SHAMROCK RD	P-ROCKED	866	MAINTENANCE ONLY	25'			300	NOB	C-E-709		Contract 38	SHAMROCK RD	ROCKED	
TRIANGLE RD	P-ROCKED	1124	MAINTENANCE ONLY				300	NOB	C-E-710	Y		TRIANGLE RD		
		653062	653,062											
NOB Paved-Rocked total Miles			123.69											
ALLEN ROAD 881'	NP	0	PRIVATE D/W				510	SOB				ALLEN ROAD 881	This road serves only one parcel	
ANNS AVE	NP	173	MAINTENANCE ONLY				600	SOB	C-B-801			ANNS AVE	Palmetto Beach, Tradewinds S/D	
BASS ST	NP	329	MAINTENANCE ONLY				600	SOB	C-B-823	Y		BASS ST		
BEACH RD	NP	5839	MAINTENANCE ONLY/DEEDED		See Comment		800	fre	C-B-1001			BEACH RD		
BENJIES POINT RD	NP	4598	MAINTENANCE ONLY				800	SOB	C-B-1000			BENJIES POINT RD		
BLUEBELL LANE	NP	1699	MAINTENANCE ONLY				510	SOB				BLUEBELL LANE		
BOLDEN DR	NP	764	MAINTENANCE ONLY				600	SOB	C-B-800	Y		BOLDEN DR		
CALHOUN PLANTATION RD	NP	3393	MAINTENANCE ONLY				600	SOB	C-B-702	Y		CALHOUN PLANTATION RD		
CARVIN RD	NP	4806	MAINTENANCE ONLY				800	SOB	C-B-901			CARVIN RD		
CC HAIGH JR BOAT LANDING	NP	802	LEASE				600	SOB				CC HAIGH JR BOAT LANDING	DRIVEWAY	
CHERRY POINT RD	NP	3948	MAINTENANCE ONLY	30'		131/194	600	SOB	C-A-601	Y		CHERRY POINT RD		Accepted by CC 12/22/69
CHERRY POINT RD N	NP	2760	MAINTENANCE ONLY				600	SOB	C-A-602	Y		CHERRY POINT RD N		Accepted by CC 12/22/69
CHURCH RD	NP	3307	MAINTENANCE ONLY				800	SOB	C-B-904			CHURCH RD		
CRYSTAL BEACH LN	NP	413	MAINTENANCE ONLY				600	SOB		Y		CRYSTAL BEACH LN	Palmetto Beach	
DAVIS RD	NP	1202	County	50'	3555/2810	28/47	617	SOB				DAVIS RD	Bluffton GIS - duplicates first 330' of roadway	
DAVIS RD	NP	0	County				617	SOB				DAVIS RD	Bluffton GIS	County purchased at 2015 Deliquent tax sale
DAVIS RD	NP	0	PRIVATE				600	SOB				DAVIS RD	County GIS	
DRUM ST	NP	149	MAINTENANCE ONLY				600	SOB	C-B-822	Y		DRUM ST	Brighton Beach	
EAGIN COURT	NP	430	MAINTENANCE ONLY				510	SOB				EAGIN COURT	Hilton Head Is.	
ECHOTANGO RD	NP	2202	MAINTENANCE ONLY				600	SOB		Y		ECHOTANGO RD		
ELKINS AVE 299'	NP	0	Private Platted-unused ROW	50'		42/28	600	SOB				ELKINS AVE	Swan Lake S/D	
FOX ISLAND RD	NP	2045	MAINTENANCE ONLY				600	SOB		Y		FOX ISLAND RD		
FRANCES JONES BLVD	NP	1778	DEEDED/Maintenance Only	50'	1268/276	65/62	800	SOB				FRANCES JONES BLVD (POR)		
FREEPORT RD	NP	1299	MAINTENANCE ONLY				800	SOB				FREEPORT RD		
GASTON PLANTATION RD	NP	778	MAINTENANCE ONLY				600	SOB	C-B-604	Y		GASTON PLANTATION RD		
GIBSON DR	NP	793	DEEDED	50'	776/1722	PB 9/21	510	SOB				GIBSON DR	Otter Hole S/D	
GRAVES RD	NP	1700	MAINTENANCE ONLY/DEEDED				600	SOB	C-A-700	Y		GRAVES RD		
JAKE WASHINGTON RD 1335'	NP	0	Private				800	SOB				JAKE WASHINGTON RD	CC 2001 voted to change status-081816 Gruber email to inform PFC of change	
KIRKS BLUFF RD	NP	587	MAINTENANCE ONLY				600	SOB		Y		KIRKS BLUFF RD		
MARTHA LN	NP	1096	MAINTENANCE ONLY			136/161 87/190 3/36	600	SOB	C-B-810	Y		MARTHA LN		
MARYFIELD RD	NP	902	MAINTENANCE ONLY				800	SOB				MARYFIELD RD		
MELROSE LANDING RD 168'	NP	0	PRIVATE				800	SOB				MELROSE LANDING RD	168' section abandoned by Council Aug. 24,2015	

MITCHELLVILLE ROAD	NP	2032	MAINTENANCE ONLY				510	SOB	C-D-700			MITCHELLVILLE ROAD		
MOURNING DOVE LN	NP	1086	MAINTENANCE ONLY			42/28	600	SOB		Y		MOURNING DOVE LN	Swan Lake owners each have a 1/54 interest in R/W	
NORTH STAR LN 168'	NP	0	PRIVATE				600	SOB				N STAR LN		
O CONNOR ROAD	NP	828	DEEDED	50'	776/724	PB 12/21	510	SOB				O CONNOR ROAD	Otter Hole S/D	
OKATIE BLUFF RD	NP	3313	MAINTENANCE ONLY				600	SOB	C-B-614			OKATIE BLUFF RD		
OLD HAIG POINT RD	NP	7174	MAINTENANCE ONLY/DEEDED	50'	892/2203	57/199	800	SOB				OLD HAIG POINT RD		
PAPPYS LANDING RD	NP	2102	MAINTENANCE ONLY/DEEDED	40'	2716/88	124/99	800	SOB				PAPPYS LANDING RD		
POINTE VISTA RD	NP	923	DEEDED	50'	57/2627, 3861/160, 3891/4	see comments	600	SOB	C-B-701			POINTE VISTA RD		
PRITCHARD FARM LN	NP	1245	DEEDED	50'	2568/614	29/52	600	SOB				PRITCHARD FARM LN		
PRITCHARD FARMS CT	NP	1098	MAINTENANCE ONLY				600	SOB	C-A-811			PRITCHARD FARMS CT		
PRITCHARD ST 932'	NP	0	PRIVATE				610	SOB				PRITCHARD ST 932	Removed by Council 3/9/2015	
PRITCHER POINT RD	NP	3589	DEEDED/EASEMENT	50'	3194/1874 1765/82	116/38 50/5 93/41	600	SOB				PRITCHER POINT RD		
PROSPECT RD	NP	6447	MAINTENANCE ONLY/DEEDED	25'	2716/88	124/99	800	SOB				PROSPECT RD		
RAINBOW RD	NP	1682	DEEDED	50'	828/1339	30/185	600	SOB		Y		RAINBOW RD	SEE NOTES	
RAWSTROM DR	NP	2805	MAINTENANCE ONLY				600	SOB		Y		RAWSTROM DR		
SCHOOL RD	NP	8362	MAINTENANCE ONLY				800	SOB	C-B-906			SCHOOL RD		
SHEEPSHEAD ST	NP	416	MAINTENANCE ONLY				600	SOB	C-B-825			SHEEPSHEAD ST		
STOCK FARM RD (437')	NP	0	PRIVATE				600	SOB				STOCK FARM RD (437')		
STONE ST - 280'	NP	0	PRIVATE				610	SOB		Y?		STONE ST		
SUTLER RD	NP	2122	MAINTENANCE ONLY				600	SOB	C-B-602	Y		SUTLER RD		
THOMAS COHEN DRIVE	NP	739	MAINTENANCE ONLY				510	SOB				THOMAS COHEN DRIVE		
TOWER RD	NP	1609	MAINTENANCE ONLY				610	SOB				TOWER RD		
TURTLE BEACH RD	NP	4557	MAINTENANCE ONLY				800	SOB				TURTLE BEACH RD		
ULMER RD	NP	2020	MAINTENANCE ONLY				600	SOB	C-B-805			ULMER RD		
WATERS AVE	NP	2159	MAINTENANCE ONLY				600	SOB	C-B-601	Y		WATERS AVE		
WHITING ST	NP	300	MAINTENANCE ONLY				600	SOB	C-B-824	Y		WHITING ST	Brighton Beach	
		104400	104,400											
SOB NP Total Miles			19.77											
2ND ST	P	397	MAINTENANCE ONLY				600	SOB	C-B-814		Contract 12	2ND ST		
ABELIA LN	P	423	MAINTENANCE ONLY	50'		PB 32/136	600	SOB	C-A-703		Contract 19	ABELIA LN	JOHNS FARM S/D; 1/41st INTEREST PER LOT OWNER	
ALLENDALE ST	P	935	MAINTENANCE ONLY				600	SOB	C-B-813		Contract 26	ALLENDALE ST	FKA: 6TH ST; Brighton Beach area	
ANN SMITH DR	P	2921	DEEDED	50'	3310/1093	138/90	601	SOB				ANN SMITH DR	Kittie's Landing area	
ANNS AVE	P	685	MAINTENANCE ONLY	30'		PB 32/123	600	SOB	C-B-801		Contract 7	ANNS AVE	Palmetto Beach S/D/Tradewinds S/D	
ARBORMEADE CIR	P	1078	DEEDED	50'	2638/651	101/28	600	SOB				ARBORMEADE CIR	Also: PB 97/58	
ARCHERS CREEK CT	P	269	DEEDED	50'	1719/2001	75/163	600	SOB				ARCHERS CREEK CT		Acptd by CC 3/24/97
ARROW ROAD	P	721	DEEDED	100'	1097/1113	47/35	510	SOB				ARROW ROAD	East side of US 278; FKA new Orleans Rd	Accepted by CC 3/24/97
ASHEPOO DR	P	590	DEEDED	50'	1719/2001	59/118	600	SOB				ASHEPOO DR		
AUGUSTA LANE	P	603	MAINTENANCE ONLY				510	SOB				AUGUSTA LANE	Conveyed to TOHHI ?	Accepted by CC 3/24/97
AVOCET ROAD	P	194	DEEDED	36'	943/2062	DB 943/2062	510	SOB				AVOCET ROAD	HH Beach Subdivision No. 1	
BALLFIELD RD	P	1422	MAINTENANCE ONLY				610	SOB			Contract 40	BALLFIELD RD		
BARBERRY LN	P	112	MAINTENANCE ONLY				600	SOB	C-C-901			BARBERRY LN	Baywood S/D	
BARRIER BEACH COVE	P	350	DEEDED	50'	2202/746	14/16	511	SOB				BARRIER BEACH COVE	FKA THIRD STREET; SEASIDE S/D; 406'	
BAY PINES DRIVE	P	1849	DEEDED	50'	747/1268	23/97; 37/177	550	SOB				BAY PINES DRIVE	Bay Pines S/D	8/28/1995
BAY PINES RD	P	514	DEEDED	50'	747/1268	23/97; 31/177	550	SOB				BAY PINES RD	Bay Pines S/D	8/28/1995
BAYLOR DR	P	0	PRIVATE				610	SOB				BAYLOR DR	RECLASSED PRIVATE 9/9/13	
BAYWOOD DR	P	738	Deeded	60'	1210/1974, 1080/995	66/162, 70/82,60/160	600	SOB				BAYWOOD DR	Baywood S/D	
BEACH CITY ROAD	P	2727	DEEDED		1097/1096		510	SOB				BEACH CITY ROAD	County from William Hlton Pkwy BUS278 to traffic circle/ S-7-333 beyond	Acptd by CC 3/24/97
BEACHWOOD DRIVE - 99'	P	99	DEEDED-Partial		364/1321-1353	47/123, 23/210	510	SOB				BEACHWOOD DRIVE		
BEN WHITE DRIVE	P	984	DEEDED	50'	MULTIPLE DEEDS	47/118	510	SOB				BEN WHITE DRIVE	DB 364/1321-1353; PB 47/123, 23/210	
BENT OAK CT	P	175	DEEDED	50'	2002/2351	33/211	600	SOB				BENT OAK CT	Windtree S/D	
BENTON FIELD RD	P	999	AGREEMENT	50'	595/1746	595/1746	600	SOB				BENTON FIELD RD	SPECIAL PROVISION : SEE DEED	
BENTON LN	P	696	DEEDED	50'	2090/476	96/8	600	SOB			Contract 24	BENTON LN	Plat is referenced in deed for County to pave and Maintain RD	
BENTON LN	P	1034	MAINTENANCE ONLY				600	SOB	C-A-803		Contract 24	BENTON LN	Southern portion of Benton Ln. is deeded	
BITTERN STREET	P	364	DEEDED	36'	943/2062	DB 943/2062	510	SOB			Contract 16	BITTERN STREET	HH Beach Subdivision No. 1	
BLUEBELL LANE	P	416	MAINTENANCE ONLY				510	SOB				BLUEBELL LANE		
BLUFFTON PKWY	P	32157	DEEDED	100'	MULTIPLE DEEDS	79/195	600	SOB				BLUFFTON PKWY	Phases 1, 5-A	
BLUFFTON PKWY	P	63244	DEEDED	120'	MULTIPLE DEEDS		600	SOB				BLUFFTON PKWY	Phases 2,3,4	
BOW CIRCLE	P	2048	DEEDED	60'	1097/1102	29/182	510	SOB				BOW CIRCLE	See Deed for other plat refs.	Acptd by CC 3/24/97
BRADLEY CIRCLE	P	1116	EASEMENT	50'	347/847	21/107	510	SOB			Contract 12	BRADLEY CIRCLE	FKA:BRADLEY BEACH CIR	
BRENDAN LN	P	1844	MAINTENANCE ONLY	50'			600	SOB				BRENDAN LN	Habitat for Humanity	
BRIDGEWATER DR	P	2952	DEEDED	50'	2567/2021	76/156	600	SOB				BRIDGEWATER DR	Woodbridge S/D	
BROADLAND CIR	P	1365	DEEDED	50'	2638/654	111/179	600	SOB				BROADLAND CIR	The Willows S/D	
Brown Court	p	352	DEEDED	Varies	3769/1348	29/118 97/81	510	SOB				Brown Court	CC Ordinance 2018/15	CC Ordinance 2018/15
BRUNSON ST	P	1163	MAINTENANCE ONLY				600	SOB	C-B-807		Contract 26	BRUNSON ST	FKA: 9TH ST; Brighton Beach area	
BRYANT ROAD	P	2364	MAINTENANCE ONLY				510	SOB	C-C-806		Contract 7	BRYANT ROAD		
BUCK POINT RD	P	3071	MAINTENANCE ONLY				600	SOB			Contract 12	BUCK POINT RD	Big Buck Island	
BUCKINGHAM PLANTATION DR	P	1338	DEEDED	60'	823/2463	40/94	600	SOB				BUCKINGHAM PLANTATION DR		Acpted by cc 12/11/1995
BUCKWALTER PK D/WS - 7573	P	0	MAINTENANCE ONLY***				620	SOB				BUCKWALTER PK D/WS	On Town property; maintained by County; removed from GIS	
BUCKWALTER PKWY	P	45689	DEEDED	120'	1342/1792	76/58	610	SOB				BUCKWALTER PKWY	3 phases; PB 73/46-47	
BURKES BEACH ROAD	P	1613	DEEDED	66'	1097/1106	57/144	510	SOB				BURKES BEACH ROAD		Acptd by CC 3/24/97
BUSH LN	P	399	MAINTENANCE ONLY				612	SOB				BUSH LN		
BUSINESS PARK WAY	P	620	DEEDED	50'	3644/2621	61/83		SOB				BUSINESS PARK DR		
CAPE JASMINE ST	P	2014	MAINTENANCE ONLY	50'		32/136	600	SOB	C-A-701		Contract 12	CAPE JASMINE ST	JOHNS FARM S/S; 1/41st INTEREST PER LOT OWNER	
CAPERS CREEK DR	P	806	DEEDED	50'	1719/2001	69/177	600	SOB				CAPERS CREEK DR		
CARDINAL COURT	P	338	DEEDED		988/1979	32/188	510	SOB				CARDINAL COURT	Palmetto Headlands Commercial S/D	
CARDINAL LN	P	1248	DEEDED	50'	212/1181	21/30	600	SOB	C-B-610		Contract 9	CARDINAL LN	Okeetee River Estates	
CARDINAL ROAD	P	2212	DEEDED		988/1979	32/188	510	SOB				CARDINAL ROAD	Palmetto Headlands Commercial S/D	CC MIN: 4/26/04
CAROLYN LN	P	662	MAINTENANCE ONLY				600	SOB	C-B-809		Contract 22	CAROLYN LN		

CASSIDY DR	P	227	DEEDED	60'	3710/141 3710/147	150/33 149/146	610	SOB				CASSIDY DR		
CASTLE POINT RD	P	967	MAINTENANCE ONLY				600	SOB	C-B-804		Contract 22	CASTLE POINT RD		
CEASAR PLACE	P	748	DEEDED	60'	2044/671	28/209	510	SOB			Contract 24	CEASAR PLACE		
CHEEHAW DR	P	719	DEEDED	50'	1719/2001	59/118	600	SOB				CHEEHAW DR		
CHERRY POINT RD	P	1249	MAINTENANCE ONLY			PB 9/10; 9/25	600	SOB	?????????			CHERRY POINT RD		Accepted by CC 12/22/69
CHIPWOOD LN	P	451	DEEDED	50'	1163/1553	57/102	600	SOB				CHIPWOOD LN		
CHISOLM PL	P	1027	MAINTENANCE ONLY				510	SOB	C-D-813		Contract 6	CHISOLM PL		
COOPER RIVER LANDING RD	P	3076	MAINTENANCE ONLY				800	SOB				COOPER RIVER LANDING RD	Daufuskie Island	
CORPUS CHRISTI CIR	P	304	DEEDED	50'	1097/1113	47/35	510	SOB				CORPUS CHRISTI CIR		Accptd by CC 3/24/97
COTTON GRASS RD	P	1784	DEEDED	50'	775/638	35/361	600	SOB			Contract 19	COTTON GRASS RD	JOHNS FARM TOO S/D	
COTTON POINT CIRCLE	P	875	DEEDED	50'	1385/547	73/177	510	SOB				COTTON POINT CIRCLE		CC MIN: 4/26/04
CROAKER ST	P	562	MAINTENANCE ONLY				600	SOB	C-B-821		Contract 22	CROAKER ST	Brighton Beach area	
CURLEW STREET	P	361	DEEDED	36'	943/2062	DB 943/2062	510	SOB			Contract 16	CURLEW STREET	HH Beach Subdivision No. 1	
DEVON CT	P	151	DEEDED				600	SOB				DEVON CT	Woodbridge S/D	
DEVONWOOD DR	P		CONDEMNED		3535/1891	45/145	600	SOB			Contract 50	DEVONWOOD DR	FKA: Sawmill Road	
DIANAHS DRIVE	P	933	DEEDED	50' & 30'	See note	83/48	510	SOB			Contract 24	DIANAHS DRIVE	ALSO DB 2176/484-487	
DOVE STREET	P	1067	DEEDED	36'	943/2062	DB 943/2062	510	SOB	C-D-919		Contract 16	DOVE STREET	HH Beach Subdivision No. 1	
DUNE LANE	P	2438	DEEDED	20'	943/2062	DB 943/2062	510	SOB			Contract 16	DUNE LANE	HH Beach Subdivision No. 1	
E CHELSEA CT	P	247	DEEDED	50'	2567/2021	105/178	600	SOB				E CHELSEA CT	Woodbridge S/D	
E MORNINGSIDE DR	P	1580	DEEDED	50'	2003/1797	101-25-27	600	SOB				E MORNINGSIDE DR	Also: PB 101/23	
ECHOTANGO RD	P	678	MAINTENANCE ONLY				700	SOB				ECHOTANGO RD		
EDISTO CT	P	575	DEEDED	50'	1719/2001	75/163	600	SOB				EDISTO CT		
EGRET STREET	P	1151	DEEDED	36'	943/2062	DB 943/2062	510	SOB	C-D-918		Contract 16	EGRET STREET	HH Beach Subdivision No. 1	
EIGHTH AVENUE	P	1023	DEEDED	66'	1572/785	86/113	610	SOB				EIGHTH AVENUE	F/K/A South Park Road; 1023'; owned by Town of Bluffton	
ELIZABETH ROAD	P	867	MAINTENANCE ONLY				510	SOB	C-C-802		Contract 7	ELIZABETH ROAD		
ELKINS AVE	P	869	MAINTENANCE ONLY			42/28	600	SOB			Contract 12	ELKINS AVE	Swan Lake owners each have 1/54 interest in R/W	
EVAN WAY	P	1678	DEEDED	Varies	2971/608	122/131	600	SOB				EVAN WAY		Accptd by CC 1/12/09
FAIRFAX ST	P	1172	MAINTENANCE ONLY				600	SOB	C-B-808		Contract 26	FAIRFAX ST	FKA: 8TH ST; Brighton Beach area	
FERGUSONS LANE	P	771	EASEMENT	50'	3165/3386-3398		510	SOB			Contract 45	FERGUSONS LANE		
FIELDHAVEN CT	P	481	DEEDED	50'	2638/654	111/179	600	SOB				FIELDHAVEN CT	The Willows S/D	
FISH HAUL ROAD	P	4217	EASEMENT		MULTIPLE ESMTS		510	SOB	C-D-800		Contract 44	FISH HAUL ROAD		
FISHERMAN LN	P	574	DEEDED	50'	MULTIPLE DEEDS	38/64	600	SOB			Contract 22	FISHERMAN LN	DB 1384/2532-2540; Est. of CW Harper S/D	
FLAMINGO STREET	P	855	DEEDED	36'	943/2062	DB 943/2062	510	SOB	C-D-917		Contract 16	FLAMINGO STREET	HH Beach Subdivision No. 1	
FLOUNDER ST	P	566	MAINTENANCE ONLY				600	SOB	C-B-816		Contract 22	FLOUNDER ST	Brighton Beach area	CC MIN: 4/26/04
FOREMAN HILL RD	P	3728	DEEDED	50'	864/2528	47/43	600	SOB			Contract 44	FOREMAN HILL RD	PLUS 3 CONDEMNED PARCELS	
FRIENDSHIP LN	P	173	DEEDED	50'	1021/1579	32/92	600	SOB				FRIENDSHIP LN	Sugaree SD-Bluffton	
FRIERSON CIR 1242'	P	0	PRIVATE				600	SOB				FRIERSON CIR 1242'		
GANNET STREET	P	901	DEEDED	36'	943/2062	DB 943/2062	510	SOB	C-D-916		Contract 16	GANNET STREET	HH Beach Subdivision No. 1	
GARDNER DR	P	4767	MAINTENANCE ONLY				510	SOB	C-E-552			GARDNER DR		CC MIN: 3/22/1999
GARDNER DRIVE	P	5396	DEEDED	70'	1241/1094	61/20	510	SOB				GARDNER DRIVE		CC MIN: 4/26/04
GARNETT ST	P	1156	MAINTENANCE ONLY				600	SOB	C-B-806		Contract 22	GARNETT ST	FKA: 10TH ST; Brighton Beach area	
GIBSON DR	P	189	DEEDED	50'	776/1722	PB 9/21	510	SOB				GIBSON DR	Otter Hole S/D	
GOETHE RD	P	907	DEEDED		3209/346		610	SOB				GOETHE RD	Conveyed by SCDOT; South of Bluffton Pkwy	
GOETHE RD 999	P	0	STATE				612	SOB				GOETHE RD	North of Bluffton Pkwy; formerly categorized as Maintenance Only	Changed to STATE on 11/7/2016
GRANDE OAKS DR	P	3230	DEEDED	60'	763/2634	50/97	600	SOB			Contract 30	GRANDE OAKS DR		
HAIG POINT RD	P	13209	MAINTENANCE ONLY				800	SOB	C-B-900			HAIG POINT RD	Daufuskie Island	
HAIGLER BLVD 1695'	P	0	PRIVATE				600/610	SOB				HAIGLER BLVD 1695'		
HARRISON ISLAND RD	P	3445	DEEDED	30' & 50'	See comments	exhibit A & PB 152/156	600	SOB	C-B-700	Y		HARRISON ISLAND RD		Accepted by CC 6/23/80
HARVEST CIR	P	876	DEEDED	50'	1163/1553	64/138	600	SOB				HARVEST CIR	Sawmill Forest S/D	
HE MCCRACKEN CIR	P	6343	DEEDED	66'	1342/1792	69/185	610	SOB				HE MCCRACKEN CIR	FKA: School Loop Rd	
HEARTSTONE CIR	P	3543	DEEDED	50'	2638/654	111/179 109/135	600	SOB				HEARTSTONE CIR	Also: PB 109/135; The Willows S/D	
HERON STREET	P	1068	DEEDED	36'	943/2062	DB 943/2062	510	SOB	C-D-913		Contract 16	HERON STREET	HH Beach Subdivision No. 1	
HIGH BRANCH LN	P	970	DEEDED	50'	1163/1553	61/60; 57/102	600	SOB				HIGH BRANCH LN	Sawmill Forest S/D	
HODGE AVE	P	1271	MAINTENANCE ONLY				600	SOB	C-C-700		Contract 26	HODGE AVE		
HOLLOWTAIL DR	P	663	DEEDED	50'	2638/654	109/135	600	SOB				HOLLOWTAIL DR	The Willows S/D	
HUMMINGBIRD LN	P	1171	DEEDED	50'	212/1181	21/30	600	SOB	C-B-612		Contract 9	HUMMINGBIRD LN	Okeetee River Estates	
HUNTER ROAD	P	3596	DEEDED		988/1979	32/188; 29/199	510	SOB				HUNTER ROAD	Palmetto Headlands Commercial S/D	
HYDE PARK CIR	P	710	DEEDED	50'	2567/2021	74/3; 74/145	600	SOB				HYDE PARK CIR	Woodbridge S/D	
IBIS STREET	P	255	DEEDED	36'	943/2062	DB 943/2062	550	SOB			Contract 24	IBIS STREET	HH Beach Subdivision No. 1 & 2	
INDIAN TRAIL	P	1895	DEEDED	60'	392/1257	26/95	510	SOB				INDIAN TRAIL	Mid-Island Estates	
ISLAND DRIVE	P	2257	DEEDED	60'	392/1257	26/95, 26/147	510	SOB				ISLAND DRIVE	Mid-Island Estates	
ISLAND WEST PARK	P	1530	DEEDED	50'	2915/2261	131/103	600	SOB				ISLAND WEST PARK		
Jenkins Rd	p	2587	DEEDED	50'	4234/1845	123/115	600	SOB				Jenkins Road	FKA S-7-298 transfer from SCDOT by letter dated March 17, 2022	
JESSICA DRIVE	P	645	DEEDED		2710/2121	112/153	510	SOB			Contract 44	JESSICA DRIVE	Condemned by TOHH; Conveyed to Bft. Co.	
JONESVILLE ROAD	P	6549	DEEDED	60'	1097/1109	49/188	510	SOB	C-D-807			JONESVILLE ROAD	Also: PB 51/65; 54/116	700'+/- may be private
KATIE MILLER DRIVE	P	1198	MAINTENANCE ONLY				510	SOB	C-D-803		Contract 24	KATIE MILLER DRIVE		
KENDALL DR	P	3507	DEEDED	50'	2567/2021	105/1; 98/27	600	SOB				KENDALL DR	Woodbridge S/D	Accptd by CC 3/24/97
KENTON CT	P	231	DEEDED	50'	2567/2021	76/167	600	SOB				KENTON CT	Woodbridge S/D	
KITTIES LANDING DR	P	445	DEEDED	50'	3310/1093	59/39	601	SOB				KITTIES LANDING DR	Kittie's Landing Commercial	
KITTIES LANDING RD	P	1020	DEEDED	50'	3310/1093	59/39	601	SOB				KITTIES LANDING RD	Kittie's Landing Commercial	
KITTIES LANDING WAY	P	281	DEEDED	50'	3310/1093	59/39	601	SOB				KITTIES LANDING WAY	Kittie's Landing Commercial	
KITTY RD	P	1164	MAINTENANCE ONLY				610	SOB			Contract 40	KITTY RD		
Korber Court	p	422	DEEDED	Varies	3769/1348	29/118 97/81	510	SOB				Korber Court	CC Ordinance 2018/15	CC Ordinance 2018/15
KNIGHTSBRIDGE RD	P	4365	DEEDED	50'	2567/2021	98/27; 96/100	600	SOB				KNIGHTSBRIDGE RD	Woodbridge S/D	
LAKE LINDEN CT	P	456	DEEDED	50'	1525/164; 1233/1664	71/141	600	SOB				LAKE LINDEN CT	Lake Linden S/D	
LAKE LINDEN DR	P	6570	DEEDED	50'	1525/164; 1233/1664	71/141; 69/151	600	SOB				LAKE LINDEN DR	PB 67/137; Lake Linden S/D	
LAKE LINDEN LN-Private 3-1-24	P	0	PRIVATE	50'	1525/164; 1233/1664	71/141; 69/151 75/104	600	SOB				LAKE LINDEN LN	Garden Homes of Lake Linden	
LAKE LINDEN PL	P	272	DEEDED	50'	1525/164; 1233/1664	71/141	600	SOB				LAKE LINDEN PL	Lake Linden S/D	
LAKE POINT DR	P	4131	DEEDED	66'	2003/1797	101/24	600	SOB				LAKE POINT DR	Lake Linden S/D	
LAKE VIEW CT	P	3546	DEEDED	50'	943/2058	31/202		SOB			Contract 30	LAKE VIEW CT	Sandy Pointe S/D	

LAUREL CT	P	580	MAINTENANCE ONLY					SOB			Contract 12	LAUREL CT		
LEG O MUTTON ROAD	P	5013	DEEDED	80' to 50'	1241/1094	See comment		SOB				LEG O MUTTON ROAD		Acptd by CC 3/24/97
LEVANT RD	P	963	MAINTENANCE ONLY					SOB	C-A-810		Contract 34	LEVANT RD		
LILAC LN	P	190	MAINTENANCE ONLY			33/7		SOB				LILAC LN		
LOTUS CT	P	284	DEEDED	50'	1021/579	32/92		SOB				LOTUS CT		
LURAY ST	P	849	MAINTENANCE ONLY					SOB	C-B-812		Contract 22	LURAY ST	FKA: 5TH ST	CC MIN: 4/26/04
MAGNUM ST	P	1271	MAINTENANCE ONLY					SOB			Contract 19	MAGNUM ST	Swan Lake owners each have 1/54 interest in R/W	
MALPHRUS RD	P	6007	DEEDED	66'	2603/1796,2176/475	83/158; 80/76, 36/61		SOB				MALPHRUS RD	Conveyed by Stafford Colleton LLC	
MAMMY GRANT RD	P	1578	MAINTENANCE ONLY					SOB			Contract 41	MAMMY GRANT RD		
MARBLEHEAD ROAD	P	1030	DEEDED	60'	392/1257, 392/1261	26/95 29/2		SOB				MARBLEHEAD ROAD	Mid-Island Estates	
MASTERS WAY	P	1321	DEEDED		4282/1181	96/59 610		SOB				MASTERS WAY	Accptd by cc 7-10-2023	Accptd by cc 7-10-2023
MAYFAIR DR	P	1634	DEEDED	50'	2567/2021	109/36		SOB				MAYFAIR DR	Woodbridge S/D	
MELROSE LANDING RD	P	771	MAINTENANCE ONLY					SOB				MELROSE LANDING RD		
MIKE DR	P	1201	MAINTENANCE ONLY					SOB	C-B-611		Contract 19	MIKE DR		
MITCHELLEVILLE ROAD	P	625	MAINTENANCE ONLY					SOB	C-D-801			MITCHELLEVILLE ROAD		
MUDDY CREEK ROAD	P	2429	MAINTENANCE ONLY					SOB	C-C-804		Contract 3	MUDDY CREEK ROAD		
MULLET ST	P	705	MAINTENANCE ONLY					SOB	C-B-820		Contract 22	MULLET ST		CC MIN: 4/26/04
MURRAY AVENUE	P	441	MAINTENANCE ONLY					SOB			Contract 7	MURRAY AVENUE		
MYRTLE CT	P	614	MAINTENANCE ONLY					SOB				MYRTLE CT		
MYRTLE ST	P	1203	MAINTENANCE ONLY					SOB	C-C-810		Contract 26	MYRTLE ST		
MYSTIC DRIVE	P	945	DEEDED	60'	392/1257, 392/1261	26/95 29/2		SOB				MYSTIC DRIVE	Mid-Island Estates	
NAMON ROAD	P	1027	DEEDED	50'	776/1722	PB 9/21		SOB	C-D-811		Contract 7	NAMON ROAD	Otter Hole S/D	
NANNY COVE RD	P	1047	MAINTENANCE ONLY					SOB	C-B-802		Contract 7	NANNY COVE RD		
NATURES WAY	P	133	MAINTENANCE ONLY					SOB				NATURES WAY		
NAZARENE ROAD	P	855	DEED/MAINT ONLY		2330/1157		510	SOB	C-C-808		Contract 24	NAZARENE ROAD	ALSO DB 2328/2574	Acptd by CC 3/24/97
NED COURT	P	903	DEEDED	50'	2670/1410	102/147		SOB			Contract 44	NED COURT		
NEW ORLEANS ROAD	P	3962	DEEDED	60'	1097/1113	47/35		SOB				NEW ORLEANS ROAD		Acptd by CC 3/24/97
Nichols Court	p	432	DEEDED	Varies	3769/1348	29/118 97/81	510	SOB				Nichols Court	CC Ordinance 2018/15	CC Ordinance 2018/15
NINTH AVE	P	2520	DEEDED	66'	2034/556	101/184-187		SOB				NINTH AVE		
NORTHRIDGE DRIVE	P	1507	DEEDED		1097/1116	32/116	510	SOB				NORTHRIDGE DRIVE	NORTHRIDGE PARK	Acptd by CC 3/24/97
Oak Marsh Drive	p	1654	DEEDED	Varies	3769/1348	29/118 97/81	510	SOB				Oak Marsh Drive	CC Ordinance 2018/15	CC Ordinance 2018/15
OAKVIEW ROAD	P	2952	MAINTENANCE ONLY					SOB			Contract 3	OAKVIEW ROAD		
OLD HAIG POINT RD	P	1467	MAINTENANCE ONLY					SOB				OLD HAIG POINT RD		
OLD MILLER RD	P	2961	DEED/MAINT ONLY				600	SOB	C-A-809		Contract 3	OLD MILLER RD	SOME DEEDS: DB 998/1172-1198	
OLD MILLER RD	P	5592	DEED/MAINT ONLY				600	SOB	C-A-809		Contract 3	OLD MILLER RD	SOME DEEDS: DB 843/2288-2292	
OLD SAWMILL DR 3174'	P	0	PRIVATE					SOB				OLD SAWMILL DR		
OLD SAWMILL TRCE 420'	P	0	PRIVATE					SOB				OLD SAWMILL TRCE		
ORIOLE LN	P	325	DEEDED	50'	212/1181	21/30		SOB	C-B-606		Contract 9	ORIOLE LN		
OTTER CREEK DR	P	905	DEEDED	50'	1719/2001	75/163		SOB				OTTER CREEK DR	Rivers End S/D	
OTTER HOLE ROAD 1078	P	0	TOWN OF HHI					SOB	C-D-805			OTTER HOLE ROAD 1078		
PALMETTO BEACH LN	P	697	MAINTENANCE ONLY					SOB	C-B-803		Contract 26	PALMETTO BEACH LN		
PALMETTO BLUFF RD	P	1466	MAINTENANCE ONLY					SOB			Contract 12	PALMETTO BLUFF RD		
PALMETTO BLUFF RD	P	2572	MAINTENANCE ONLY					SOB			Contract 12	PALMETTO BLUFF RD	Portion of ROW is 80'	
PALMETTO BUSINESS PARK	P	2258	DEEDED	50'	1097/1123	31/137		SOB				PALMETTO BUSINESS PARK	NORTHRIDGE PARK	Acptd by CC 3/24/97
PALMETTO PARKWAY	P	1934	DEEDED		1097/1116	32/116	510	SOB				PALMETTO PARKWAY		Acptd by CC 3/24/97
PAPPYS LANDING RD	P	1363	MAINTENANCE ONLY					SOB				PAPPYS LANDING RD		
PARK ROAD	P	1695	MAINTENANCE ONLY					SOB	C-D-911			PARK ROAD	FKA: PARK DR	
PARKSIDE CT	P	438	DEEDED	50'	2567/2021	74/3		SOB				PARKSIDE CT	Woodsbridge S/D	
PARKSIDE DR	P	1019	MAINTENANCE ONLY		2567/2021	74/3		SOB				PARKSIDE DR	Access Easement Woodbridge S/D	PB 74/145, 74/3; Woodbridge S/D
PARKSIDE DR	P	5340	DEEDED		2567/2021	87/29; 78/32 74/3		SOB				PARKSIDE DR	Woodbridge S/D	
PARROT CREEK DR	P	1369	DEEDED	50'	1719/2001	75/163		SOB				PARROT CREEK DR	Rivers End S/D	Acptd by CC 3/24/97
PEBBLE BEACH CV	P	3188	MAINTENANCE ONLY					SOB				PEBBLE BEACH CV	Lad Howell Memo 010998	
PEMBROKE DRIVE	P	9011	AGREEMENT/DEEDED		1097/1099		510	SOB				PEMBROKE DRIVE		Acptd by CC 3/24/97
PENNINGTON DR	P	2426	MAINTENANCE ONLY					SOB				PENNINGTON DR		
PENSACOLA PLACE	P	257	DEEDED	50'	1097/1113	47/35		SOB				PENSACOLA PLACE		Acptd by CC 3/24/97
PERSIMMON ST	P	2703	DEEDED	66'	1572/785	86/112		SOB				PERSIMMON ST	F/K/A SHERIDAN PARK EXT.	
PHOENIX RD	P	1354	MAINTENANCE ONLY					SOB			Contract 34	PHOENIX RD		Acptd by CC 9/22/97
PIN OAK ST	P	3056	DEEDED	66'	2034/556	101/184-187		SOB				PIN OAK ST		
PINE NEEDLE CT	P	316	DEEDED	50'	2002/2351	33/211		SOB				PINE NEEDLE CT	Windtree S/D; Formerly White Pine Ct.	Acptd by CC 9/22/97
PLANTATION PARK DR	P	3435	DEEDED	50'	3644/2621	61/83		SOB				PLANTATION PARK DR		
POPLAR CT	P	165	DEEDED	50'	2002/2351	33/211		SOB				POPLAR CT	Windtree S/D	
PRITCHER POINT RD	P	400	DEEDED/EASEMENT	50'	3194/1874 1765/82	116/38 50/5 93/41	600	SOB				PRITCHER POINT RD	See comments	
QUAIL RUN LN	P	1745	MAINTENANCE ONLY			42/28; 35/361		SOB			Contract 19	QUAIL RUN LN	SWAN LAKE S/D; JOHNS FARM TOO S/D	
QUINN CT	P	692	MAINTENANCE ONLY					SOB				QUINN CT	Habitat for Humanity	
REBECCA CIRCLE	P	817	DEEDED	50'	1097/1129	57/200		SOB				REBECCA CIRCLE		Acptd by CC 3/24/97
RED CEDAR ST	P	5765	DEEDED		See Comment			SOB				RED CEDAR ST		
RIVERS END DR	P	1649	DEEDED		1719/2001			SOB				RIVERS END DR		CC MIN: 4/26/04
ROOKS BRIDGE DR	P	2112	DEEDED					SOB				ROOKS BRIDGE DR	Woodsbridge S/D	
SAGEBROOK DR	P	573	DEEDED	50'	2638/654	111/179		SOB				SAGEBROOK DR		
SAILORS CHOICE	P	450	MAINTENANCE ONLY					SOB	C-B-817		Contract 22	SAILORS CHOICE		CC MIN: 4/26/04
SAND DOLLAR ROAD	P	383	Deeded		1097/1126			SOB				SAND DOLLAR ROAD	FKA SECOND STREET	
SANDY BEACH TRAIL	P	1130	DEEDED	50'	2202/746	77/105; 14/16	510	SOB			Contract 12	SANDY BEACH TRAIL	Also: PB 101/23 SANDY POINT SD	Deed preceded by easement DB 1372/741
SANDY POINTE DR	P	1672	DEEDED	50'	2003/1797	101/24		SOB				SANDY POINTE DR		
SAWMILL FOREST DR	P	1912	DEEDED					SOB				SAWMILL FOREST DR		
SCOTIA ST	P	650	MAINTENANCE ONLY					SOB	C-B-811		Contract 24	SCOTIA ST	FKA: 3RD ST	
SEA FRONT LANE	P	537	DEEDED	50'	2202/746	14/16		SOB			Contract 24	SEA FRONT LANE	FKA FIRST STREET; SEASIDE SUBD	
SEEDLING LN	P	355	DEEDED					SOB				SEEDLING LN		
SHAMROCK CIRCLE	P	1743	DEEDED	50'	1097/1129	48/17; 57/200		SOB				SHAMROCK CIRCLE		Acptd by CC 3/24/97
SHELTERWOOD LN	P	421	DEEDED					SOB				SHELTERWOOD LN		
SHERIDAN PARK CIR	P	3087	DEEDED		2247/2392			SOB				SHERIDAN PARK CIR		

SHERINGTON DR	P	1587	Deeded		2247/2392			SOB				SHERINGTON DR		
SHORE CREST LANE	P	300	DEEDED	50'	2202/746	14/16		SOB				SHORE CREST LANE	FKA FOURTH STREET; SEASIDE S/D; 298'	
SIMMONS ROAD	P	1116	DEEDED	50'	443/1263	34/33		SOB	C-D-812			SIMMONS ROAD	FKA: SIMMONS FISH CAMP RD	
SKYLARK DR	P	759	DEEDED	50'	2003/1797	101/25-27		SOB				SKYLARK DR	Also: PB 101/23 SANDY POINTE SD	
SOPERTON DR	P	1404	DEEDED	50'	3310/1093	138/90		SOB				SOPERTON DR		
SOUTHWOOD PARK DRIVE	P	1557	DEEDED	60'	319/1285	28/155		SOB				SOUTHWOOD PARK DRIVE	See also DB 305/2061	
SPAR POLE LN	P	277	DEEDED					SOB				SPAR POLE LN		
SPIREA LN	P	812	MAINTENANCE ONLY	50'		PB 32/136		SOB		Contract 19		SPIREA LN	JOHNS FARM S/D; 1/41st INTEREST PER LOT OWNER	
SPRING CROSSING	P	1021	DEEDED	50'	2003/1797	101/25-27		SOB				SPRING XING	Also: PB 101/24 SANDY POINTE SD	
SAINT AUGUSTINE PLACE	P	263	DEEDED	50'	1097/1113	47/35		SOB				ST AUGUSTINE PLACE	A PORTION OF ST AUGUSTINE PL	Accptd by CC 3/24/97
STARFISH DRIVE	P	807	DEEDED		1097/1126	42/81	510	SOB				STARFISH DRIVE		Accptd by CC 3/24/97
STOCK FARM RD 1235	P	0	PRIVATE					SOB				STOCK FARM RD 1235		
SUGAREE DR	P	2109	DEEDED	50'	1021/579	32/92		SOB				SUGAREE DR		
SUNNY GLEN DR	P	952	DEEDED	50'	2003/1797	101/24		SOB				SUNNY GLEN DR	Sandy Pointe S/D	
SURF WATCH WAY	P	250	DEEDED	50'	2202/746	14/16		SOB				SURF WATCH WAY	FKA FIFTH STREET; SEASIDE S/D; 268'	
SUTTON CT	P	559	DEEDED					SOB				SUTTON CT	Woodbridge S/D	
SWAN LAKE DR	P	1224	MAINTENANCE ONLY			42/28	600	SOB		Contract 19		SWAN LAKE DR	Swan Lake owners each have 1/54 interest in R/W	
TAYLOR CT	P	622	MAINTENANCE ONLY					SOB		Contract 12		TAYLOR CT		
TOYOTA DR	P	438	DEEDED				600	SOB				TOYOTA DR		
TRIMBLESTONE RD	P	1193	DEEDED					SOB				TRIMBLESTONE RD		
TROUT ST	P	690	MAINTENANCE ONLY					SOB	C-B-819	Contract 26		TROUT ST		
VICTORIA BLUFF CT 467'	P	0	PRIVATE					SOB				VICTORIA BLUFF CT		
VILLAGE CIR	P	1417	MAINTENANCE ONLY					SOB	C-B-603	Contract 24		VILLAGE CIR		
VINE ST	P	1896	MAINTENANCE ONLY					SOB	C-C-809	Contract 26		VINE ST		
W CHELSEA CT	P	303	DEEDED					SOB				W CHELSEA CT	Woodbridge S/D	
W MORNINGSIDE DR	P	1927	DEEDED	50'	2003/1797	101/25-27		SOB				W MORNINGSIDE DR	Sandy Pointe S/D	
WELLINGTON CT	P	297	DEEDED					SOB				WELLINGTON CT		
WELLINGTON DR	P	1036	DEEDED					SOB				WELLINGTON DR		
WENTWORTH DR	P	1002	DEEDED					SOB				WENTWORTH DR	Woodbridge S/D	
WESTFIELD CT	P	263	DEEDED					SOB				WESTFIELD CT	Woodbridge S/D	Accptd by CC 3/24/97
WEXFORD DRIVE	P	1274	AGREEMENT/DEEDED		1097/1133	41/192	510	SOB				WEXFORD DRIVE		
WHITEHALL RD	P	274	DEEDED					SOB				WHITEHALL RD	Woodbridge S/D	
WILLOW RUN	P	1115	DEEDED	50'	2002/2351	33/211		SOB				WILLOW RUN	Windtree Subd.	
WILLOWTRACE LN	P	575	DEEDED	50'	2638/654	111/179		SOB				WILLOWTRACE LN		
WINDRUSH LN	P	0	PRIVATE					SOB				WINDRUSH LN	RECLASSED PRIVATE 9/9/13	
WINDTREE LN	P	798	DEEDED	50'	2002/2351	33/211		SOB				WINDTREE LN	WINDTREE Subd.	
WINDY LAKE CT	P	301	DEEDED	50'	1021/579	32/92		SOB				WINDY LAKE CT	Woodbridge S/D	
WOODCROFT CT	P	291	DEEDED					SOB				WOODCROFT CT	Woodbridge S/D	
ZINNIA LN	P	659	MAINTENANCE ONLY	50'		PB 32/136		SOB	C-A-702	Contract 12		ZINNIA LN	JOHNS FARM S/D; 1/41st INTEREST PER LOT OWNER	
ZOE CT	P	346	DEEDED	50'	2002/2351	33/211		SOB				ZOE CT	Formerly Dogwood Ct.; Windtree S/D	
STONEY HILL LOOP	P-ROCKED	729	MAINTENANCE ONLY				600	SOB				STONEY HILL LOOP		
SOB Paved/Rocked Total Miles		488614	488,614											
			92.54											
Historical														
WIMBEE LANDING RD	P	10135	DEEDED	100'	179/280		700	NOB	C-D-310	Y		WIMBEE LANDING RD		
WIMBEE LANDING RD			1.92											
NOB NP Total Miles	56.24													
NOB Paved-Rocked total Miles		123.69												
SOB NP Total Miles	19.77													
SOB Paved/RockedTotal Miles		92.54												
Non paved Total/Paved-Rocked Total	76.01	216.23												
County Rocked total		18786												
County Rocked total Miles		3.56												



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

ITEM TITLE:
A Resolution to Adopt the 2023 Beaufort County Traffic Calming Policy
MEETING NAME AND DATE:
Public Facilities Committee Regular Meeting August 19, 2024
PRESENTER INFORMATION:
Bryan Bauer, Interim Engineering Director 10 minutes
ITEM BACKGROUND:
Updated revisions of 2013 Traffic Calming Policy
PROJECT / ITEM NARRATIVE:
This 2023 policy updates the June 2013 policy by standardizing Beaufort County's approach to traffic calming, including identification of eligible roadways, appropriate devices and strategies, the process for requesting traffic calming installations and removals, and criteria for traffic calming measures.
FISCAL IMPACT:
Funding for the policy is not needed. Traffic Calming measures are determined and funded on an as needed basis.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the Resolution be approved and sent to County Council for adoption
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny Resolution to Adopt the 2023 Beaufort County Traffic Calming Policy Move forward to Council for Adoption on August 26 th , 2024.

RESOLUTION 2024 /__**A RESOLUTION TO ADOPT THE 2023 BEAUFORT COUNTY TRAFFIC CALMING POLICY**

WHEREAS the County, a political subdivision of the State of South Carolina (the “State”), and as such possesses all general powers granted by the Constitution and statutes of the State to public entities; and

WHEREAS, in pursuance of the powers granted to the County, the County currently has a Traffic Calming Policy as a traffic control measure on County owned and maintained roadways; and

WHEREAS the County previously adopted the Beaufort County Traffic Calming Policy of 2013; and

WHEREAS the County has updated the Beaufort County Traffic Calming Policy of 2013 in its entirety, in the form attached as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA adopts the 2023 Beaufort County Beaufort County Traffic Calming Policy.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



Beaufort County 2023 Traffic Calming Guidelines

April 2023

SOURCES

ITE/FHWA. *Traffic Calming Primer*. May 2018.

<https://highways.dot.gov/safety/speed-management/traffic-calming-eprimer>

SCDOT. *Traffic Calming Guidelines*. 2019

https://www.scdot.org/business/pdf/accessMgt/trafficEngineering/SCDOT_TCG_o6.pdf

NACTO. *Global Street Design Guidelines*.

<https://nacto.org/publication/global-street-design-guide/>

INTRODUCTION

To replace the June 11, 2013 Traffic Calming Policy currently in effect in Beaufort County, the County has developed the 2023 Traffic Calming Policy to provide additional details and procedures related to traffic calming within its jurisdiction. This document standardizes Beaufort County's approach to traffic calming, including eligible roadways, appropriate devices and strategies, the process for requesting traffic calming installations and removals, and criteria for traffic calming.

ELIGIBLE ROADWAYS

Any Beaufort County-owned roadway is eligible for traffic calming installations by the County.

Any SCDOT-owned roadway is subject to SCDOT traffic calming guidelines and needs to be coordinated with SCDOT District 6 staff. SCDOT-owned roadways can be identified in the following database: <http://ris.scdot.org/RoadwayInformationStreetFinder.aspx>.

Any City-owned roadways shall be coordinated with that municipality's planning staff on their specific traffic calming policy.

Cost responsibility

If a municipality requests installation of a traffic calming device on a Beaufort County roadway, that municipality shall pay for the study, and if eligible, the County will partner with the municipality for the cost of installation of the traffic calming measure.

If the requestor requests traffic calming at an intersection where one or more of the legs of the intersection is a privately owned roadway, the requestor shall pay for the proportional percentage of the study for the portion of the overall intersection that is privately owned.

Beaufort County will not install traffic calming measures on private roadways.

TRAFFIC CALMING DEVICES AND STRATEGIES

Traffic calming devices provide deflection or restrictions to reduce speed or shorten the path for non-vehicular users. The Institute of Transportation Engineers (ITE) and the Federal Highway Administration (FHWA) identified four types of traffic calming measures in their *ITE/FHWA Traffic Calming EPrimer*: Vertical Deflections, Horizontal Deflections, Street Width Reduction, and Other Traffic Calming Measures.

Vertical Deflections

Vertical deflections change the height of the roadway to reduce the vehicles speed. Vertical deflections include:

- Speed Humps
- Raised Crosswalks/Intersections
- Speed Cushions/Tables

Horizontal Deflections

Horizontal deflections create deflection in the travel path to hinder the ability for motorists to travel on a straight path, reducing vehicular speeds. Horizontal deflections include:

- Mini Roundabouts
- Chicanes
- Lateral Shifts
- Realigned Intersections

Street Width Reductions

Street widths are reduced to lower the speed of traveling vehicles as well as to shorten crossing distances for pedestrians. Street Width Reduction treatments include:

- Road Diets
- Parking Bulb-outs

Other Traffic Calming Measures

Other traffic calming measures may include things to make drivers more aware; these additional measures include:

- Speed Feedback Signs

TRAFFIC CALMING REQUEST PROCESS

A traffic calming request may be initiated a municipality or member of the general public. The figure on the next page illustrates the process for a traffic calming request to be processed by Beaufort County.

A petition for a traffic calming study must be signed by 50% of HOA landowners (if within an HOA) or 50% of the landowners in the affected roadway section (if area is not included in an HOA). The required petition form is included in the Appendix of this document.

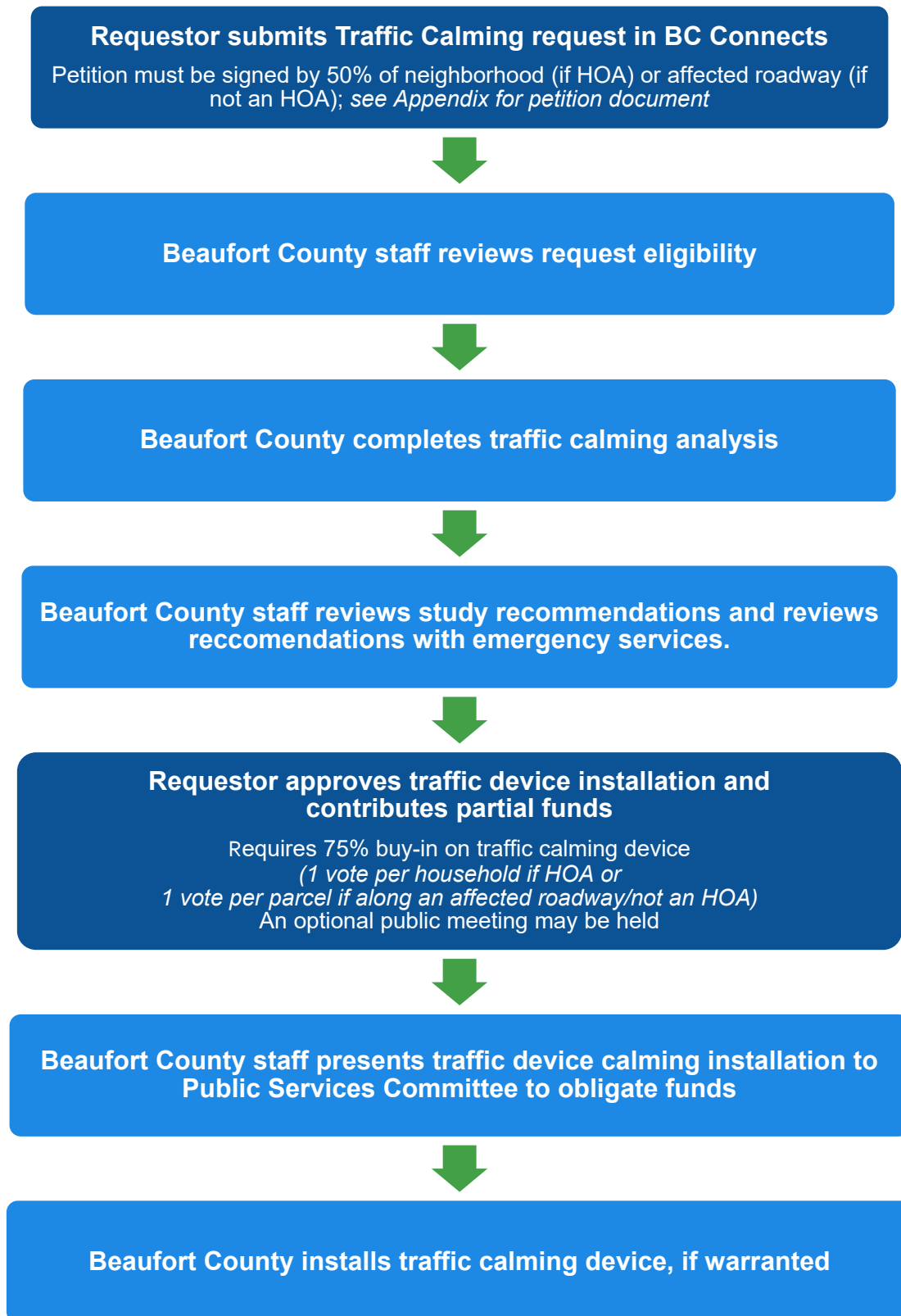
Upon receiving a request, Beaufort County staff will review the eligibility of the request, request any funding to be collected via the BC Connects site, complete a traffic calming analysis, and review this study's recommendations.

The County will review the proposed traffic calming device will be coordinated with emergency services and address any changes to the preliminary traffic calming plan.

The requestor must have 75% buy-in on traffic calming device from the affected area (1 vote per household if HOA or 1 vote per parcel along an affected roadway/not an HOA). An optional informational public meeting may be held at the discretion of the County Engineer or designee.

If the traffic calming measure is approved by the neighborhood or by the parcel owners along the roadway concept, Beaufort County staff will present the proposed traffic calming device to the Public Services Committee to obligate funds. If warranted and funds are obligated, Beaufort County will install the recommended traffic device.

Note: Beaufort County can remove a traffic calming device at their discretion.



IF INTERSECTION/ROADWAY IS NOT FOUND TO MEET TRAFFIC CALMING GUIDELINES

If an intersection/roadway is not warranted, the applicant must wait 2 years from the completion of the previous traffic calming study before petitioning for reconsideration. If there is a substantial change on this roadway, as deemed by Beaufort County staff, the reconsideration period may be shortened.

REMOVAL OF TRAFFIC CALMING DEVICE REQUESTS

A traffic calming device must be in place for 2 years. A removal request requires that 75% of the affected areas (HOA, if HOA exists, or of parcels along the traffic calmed segment, if no HOA) petition for removal. The applicant must pay the full cost of the removal of the traffic calming device. No reimbursement will be made for prior payments made by applicant for the traffic calming study or installation of the device.

Beaufort County can remove a traffic calming device at their discretion.

TRAFFIC CALMING CRITERIA

Speed Humps/Raised Crosswalks

- Posted speed limit of 25 mph or less
- Average Daily Traffic (ADT) volume is less than 2,500 vehicles per day but greater than 600 vehicles per day
- 85th-percentile speed shall exceed 10 mph over the posted speed limit
- Roadway must be 1,000 feet in length
- Roadway is classified as Minor Collector or Local Street
- Location will not have a significant effect on emergency services or school buses
- Roadway must be connected to two roadways, dead end roadways will not be considered

Speed Tables/Raised Intersections

- Posted speed limit of 25 mph or less
- ADT volume is less than 3,500 vehicles per day but greater than 600 vehicles per day
- 85th-percentile speed shall exceed 10 mph over the posted speed limit
- Roadway must be 1,000 feet in length
- Roadway is classified as Minor Collector or Local Street
- Location will not have a significant effect on emergency services or school buses
- Roadway must be connected to two roadways

Chicanes/Urban Roundabout

- Posted speed limit of 25 mph or less
- ADT volume is less than 3,500 vehicles per day but greater than 600 vehicles per day
- 85th-percentile speed shall exceed 10 mph over the posted speed limit
- Roadway must be 1,000 feet in length
- Roadway is classified as Minor Collector or Local Street
- Location will not have a significant effect on emergency services or school buses
- Roadway must be connected to two roadways
- A traffic study may be required by Beaufort County

Road Diet/Change to Stop Control

- Traffic engineering study required.

GLOSSARY

The attached information sheets reflect the current practice, however are subject to change. Additional traffic calming measure fact sheets can be found at <https://www.ite.org/technical-resources/traffic-calming/traffic-calming-measures/>.

Speed Hump



Traffic Calming Guidelines, SCDOT, 2019

Raised Crosswalk



Traffic Calming Guidelines, SCDOT, 2019

Speed Table



<https://highways.dot.gov/safety/speed-management/traffic-calming-eprimer/module-3-part-2#3.12>

Mini Roundabout



<https://nacto.org/publication/urban-street-design-guide/intersections/minor-intersections/mini-roundabout/>

Chicane



<https://nacto.org/publication/urban-street-design-guide/street-design-elements/curb-extensions/chicane/>

Speed Feedback Sign



<https://ctre.iastate.edu/research-synthesis/roadway-departures/dynamic-speed-feedback-signs/>

Traffic Calming Fact Sheets

May 2018 Update



Speed Hump

Description:

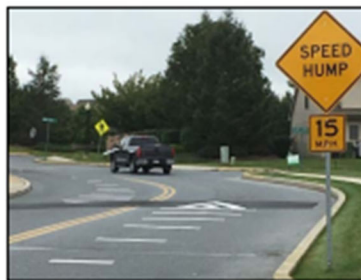
- Rounded (vertically along travel path) raised areas of pavement typically 12 to 14 feet in length
- Often placed in a series (typically spaced 260 to 500 feet apart)
- Sometimes called road humps or undulations

Applications:

- Appropriate for residential local streets and residential/neighborhood collectors
- Not typically used on major roads, bus routes, or primary emergency response routes
- Not appropriate for roads with 85th-percentile speeds of 45 mph or more
- Appropriate for mid-block placement, not at intersections
- Not recommended on grades greater than 8 percent
- Work well in combination with curb extensions
- Can be used on a one-lane one-way or two-lane two-way street



(Source: City of Boulder, Colorado)



(Source: PennDOT Local Technical Assistance Program)

ITE/FHWA Traffic Calming EPrimer: https://safety.fhwa.dot.gov/speedmgt/traffic_calm.cfm

Design/Installation Issues:

- ITE recommended practice - "Guidelines for the Design and Application of Speed Humps"
- Typically 12 to 14 feet in length; other lengths (10, 22, and 30 feet) reported in practice in U.S.
- Speed hump shapes include parabolic, circular, and sinusoidal
- Typically spaced no more than 500 feet apart to achieve an 85th percentile speed between 25 and 35 mph
- Hump heights range between 3 and 4 inches, with trend toward 3 - 3 1/2 inches maximum
- Often have associated signing (advance warning sign before first hump in series at each hump)
- Typically have pavement markings (zigzag, shark's tooth, chevron, zebra)
- Taper edge near curb to allow gap for drainage
- Some have speed advisories
- Need to design for drainage, without encouraging means for motorists to go around a hump

Potential Impacts:

- No impact on non-emergency access
- Average speeds between humps reduced between 20 and 25 percent
- Speeds typically increase approximately 0.5 to 1 mph midway between humps for each 100 feet
- Beyond the 200-foot approach and exit of consecutive humps
- Traffic volumes diversion estimated around 20 percent; average crash rates reduced by 13 percent

Emergency Response Issues:

- Impacts to ease of emergency-vehicle throughput
- Approximate delay between 3 and 5 seconds per hump for fire trucks and up to 10 seconds for ambulances with patients

Typical Cost (2017 dollars):

- Cost ranges between \$2,000 and \$4,000

Traffic Calming Fact Sheets

May 2018 Update



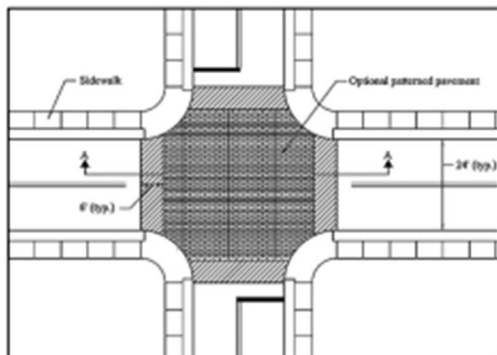
Raised Intersection

Description:

- Flat raised areas covering entire intersections, with ramps on all approaches and often with brick or other textured materials on the flat section and ramps
- Sometimes referred to as raised junctions, intersection humps, or plateaus

Applications:

- Intersections of collector, local, and residential streets
- Typically installed at signalized or all-way stop controlled intersections with high pedestrian crossing demand
- Works well with curb extensions and textured crosswalks
- Often part of an area-wide traffic calming scheme involving both intersecting streets in densely-developed urban areas



(Source: Delaware Department of Transportation)



(Source: Chuck Huffine, Phoenix AZ)

ITE/FHWA Traffic Calming EPrimer: https://safety.fhwa.dot.gov/speedmgt/traffic_calm.cfm

Design/Installation Issues:

- Used at intersections with a maximum speed limit of 35 mph
- Typically rise to sidewalk level; appropriate if crosswalks exist on all four legs
- Appropriate if a dedicated bicycle facility passes through the intersection
- Detectable warnings and/or color contrasts must be incorporated to differentiate the roadway and the sidewalk
- May require bollards to define edge of roadway
- Storm drainage/underground utility modifications are likely necessary
- Minimum pavement slope of 1 percent to facilitate drainage

Potential Impacts:

- Reduction in through movement speeds likely at intersection
- Reduction in mid-block speeds typically less than 10 percent
- No impact on access
- Can make entire intersections more pedestrian-friendly
- No data available on volume diversion or safety impacts

Emergency Response Issues:

- Slows emergency vehicles
- Appropriate for primary emergency vehicle routes and streets with access to a hospital or emergency medical services

Typical Cost (2017 dollars):

- Costs range between \$15,000 and \$60,000

Traffic Calming Fact Sheets

May 2018 Update



Chicane

Description:

- A series of alternating curves or lane shifts that force a motorist to steer back and forth instead of traveling a straight path
- Also called deviations, serpentes, reversing curves, or twists

Applications:

- Appropriate for mid-block locations but can be an entire block if it is relatively short
- Most effective with equivalent low volumes on both approaches
- Appropriate speed limit is typically 35 mph or less
- Typically, a series of at least three landscaped curb extensions
- Can use alternating on-street parking from one side of a street to the other
- Applicable on one-lane one-way and two-lane two-way roadways
- Can be used with either open or closed (i.e. curb and gutter) cross-section
- Can be used with or without a bicycle facility



(Source: Delaware Department of Transportation)

ITE/FHWA Traffic Calming EPrimer: https://safety.fhwa.dot.gov/speedmgt/traffic_calm.cfm

Design/Installation Issues:

- Chicanes may still permit speeding by drivers cutting straight paths across the center line
- Minimize relocation of drainage features
- May force bicyclists to share travel lanes with motor vehicles
- Maintain sufficient width for ease of emergency vehicles and truck throughput

Potential Impacts:

- No effect on access, although heavy trucks may experience challenges when negotiating
- Limited data available on impacts to speed and crash risk
- Street sweeping may need to be done manually
- Minimal anticipated volume diversion from street
- May require removal of some on-street parking
- Provides opportunity for landscaping
- Unlikely to require utility relocation
- Not a preferred crosswalk location
- Bus passengers may experience discomfort due to quick successive lateral movements

Emergency Response Issues:

- Appropriate along primary emergency vehicle routes

Typical Cost (2017 dollars):

- Reported costs range between \$8,000 and \$25,000



Beaufort County

Traffic Calming Request Form

Neighborhood Association*: _____

Is the street located in unincorporated Beaufort County and owned by Beaufort County?

Yes ☐ No ☐

Name of street and roadway segment (to/from) to be reviewed as part of this request:

Is the street a local residential street?

Yes ☐ No ☐

Is roadway connected to two roadways? Please list connecting roadways:

Has 50% of the property owners in the Neighborhood Association* signed the attached petition?

Yes ☐ No ☐

*If segment is not located within a neighborhood association, affected roadway segment may be listed

PETITION REQUEST FOR TRAFFIC CALMING DEVICE(S)

We the undersigned hereby request the Beaufort County to review the following street for installation of the Traffic Calming Device(s): _____

Number of properties in HOA: _____

Number of property owner signatures: _____

Name of Property Owner	Signature	Address	Phone	Tax Map Parcel Number

Name of Property Owner	Signature	Address	Phone	Tax Map Parcel Number

Name of Property Owner	Signature	Address	Phone	Tax Map Parcel Number

2023 Traffic Calming Policy Summary of Changes

This 2023 policy updates the June 2013 policy by standardizing Beaufort County's approach to traffic calming, including identification of eligible roadways, appropriate devices and strategies, the process for requesting traffic calming installations and removals, and criteria for traffic calming measures.

Significant modifications to the Beaufort County Traffic Calming policy:

- Outlines the traffic calming study process and includes both request and petition forms.
- Adds additional traffic calming considerations.
- Establishes if the location is an intersection where an intersecting road is privately owned, the requestor will have to pay for a portion of the traffic study and calming device installation.
- Establishes updated roadway characteristics for traffic calming eligibility:
 - o 25 MPH or lower speed limit criteria; formerly 30/35 MPH depending on calming devices. Speed limit criteria not applicable for road diets and four-way stop analysis.
 - o Location placement will not have a significant effect on emergency vehicles.
 - o Eligible roadways must be 1,000 ft in length and have intersections at both ends. No dead ends.
 - o Average Daily Traffic volume lowered for speed humps to 2,500 vehicles/day from 3,500.
- Establishes traffic calming device removal procedures.
- Allows for partnerships with municipalities to install traffic calming devices.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

ITEM TITLE:
Recommendation for authorization for the County Administrator to enter a Local Public Agency (LPA) Agreement with the South Carolina Department of Transportation (SCDOT) for three projects: US 278 Corridor Study, SC 170 Corridor Study, and Intelligent Transportation System (ITS) Master Plan.
MEETING NAME AND DATE:
Public Facilities and Safety Committee, August 26, 2024
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator - Infrastructure 10 Minutes
ITEM BACKGROUND:
Low Country Area Transportation Study (LATS) study has identified and approved funding for several regional transportation studies to evaluate traffic concerns, establish appropriate access points, and identify opportunities for future projects. In partnership with LATS and in effort to help expedite the studies, Beaufort County engineering staff intends to assist by managing three of the planned studies. Funding for these projects is provided by LATS with federal guideshare funds. In order to manage federal highway funds, a local government has to be authorized as an LPA by the SCDOT. Beaufort County already holds this designation through SCDOT, however a specific agreement is required for each project administered. Beaufort County will be responsible for procuring the design consultants and managing the project.
PROJECT / ITEM NARRATIVE:
<p>The intent of each project is to provide a holistic look at the regional infrastructure to map out and address congestion, safety, and mobility concerns along the corridors in a systematic manner. The studies will be a guide for South Carolina Department of Transportation (SCDOT) and the local jurisdictions to adequately addresses the traffic impacts associated with existing and future development along the corridor.</p> <p><u>US 278 Corridor</u> – The project length is approximately 30 miles extending from I-95 to Sea Pines Circle</p> <p><u>SC 170 Corridor</u> – The project length is approximately 24 miles extending from SC 46 traffic circle to US 21 Bus/Boundary Street</p> <p><u>ITS Master Plan</u> – The purpose of the project is to develop the uniform architecture and framework for the region to build out the needed infrastructure to support intelligent technologies along the major corridors to support traffic flow and congestion response.</p>
FISCAL IMPACT:
Each of these projects are 100% funded through LATS federal guideshare funds. No Beaufort County funds are required.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the authorizations to enter the LPA Agreements with SCDOT for each of the three projects.

OPTIONS FOR COUNCIL MOTION:

Approve/deny the authorization for the County Administrator to enter a Local Public Agency (LPA) Agreement with the South Carolina Department of Transportation (SCDOT) for three projects: US 278 Corridor Study, SC 170 Corridor Study, and Intelligent Transportation System (ITS) Master Plan.

Next Steps: Move forward to County Council to for approval on 9/9/24.

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

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

WITNESSETH THAT:

WHEREAS, SUBRECIPIENT desires assistance from SCOOT to prepare a Corridor Study on the US 278 corridor from I-95 to Sea Pines Circle in Beaufort County; and

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

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

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

I. PROJECT DESCRIPTION:

The Project seeks to study the US 278 corridor from I-95 to Sea Pines Circle, to identify possible solutions to reduce congestion and improve level of service while accounting for anticipated growth.

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

II. OBLIGATIONS OF PARTIES

A. SCOOT WILL:

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

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

B. SUBRECIPIENT WILL:

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

PLA 49-24

SCOOT Project No. P042888

7. Provide to SCOOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished or obtained by or for SUBRECIPIENT or its agent for the PROJECT.
8. Retain all records dealing with this PROJECT for three years after completion and acceptance of PROJECT and final audit, and such records will be made available to SCOOT for audit and review upon request.
9. Provide to SCOOT monthly status reports for the PROJECT.
10. Include as an attachment to SUBRECIPIENT's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement.
11. Comply with the audit requirements of 2 CFR 200, Subpart F. Subrecipients exempt from these audit requirements, but obligated by other funding source requirements to obtain an annual financial statement audit are to submit a copy of the audit to SCDOT's Office of Contract Assurance within the earlier of 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period. Note that other funding source requirements include South Carolina Code of Law, Sections 4-9-150 (counties), 5-7-240 (cities) and 6-7- I 70 (special purpose districts and other political subdivisions -i.e. COG). All audits must be performed in accordance with Generally Accepted Government Audit Standards (GAGAS). Audit documentation submitted shall include: a copy of the audited financial statements; a copy of the management letter issued by the Certified Public Accountant (CPA) in conjunction with the audit report, when applicable; a copy of management's comments on all findings, recommendations, and questioned costs contained in the audit report and management letter, including detailed corrective action plan(s). Submit required documents to: SCOOT, Office of Contract Assurance - Attn. Sub-recipient Monitoring, Room 108, PO Box 191, Columbia, SC 29201. Electronic copies may be submitted via the OCA Document Submission Portal at http://www.scdot.org/doing/contractor_Audit.aspx#subForm.
12. Within the limitations of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SUBRECIPIENT's part, or the part of any employee or agent of SUBRECIPIENT in performance of the work undertaken under this Agreement.

III. FUNDING:

- A. SUBRECIPIENT estimates the total cost for the PROJECT to be \$500,000.00.

PLA 49-24

SCOOT Project No. P042888

- B. SCDOT's maximum funding for the PROJECT is **\$500,000.00** (hereinafter referred to as "SCOOT's Maximum Funding") as authorized by the Lowcountry Area Transportation Study (LATS) on December 2, 2022, for use of STBGP funds. SCOOT will sub-award \$400,000.00 of the funds as a pass-through grant to SUBRECIPIENT for administration of the PROJECT.
- C. The required match on this grant is **\$100,000.00**. This match will be paid for by SCOOT using State Highway funds and is part of the SCDOT's Maximum Funding for the PROJECT.

1. Fund sources and match responsibilities for the PROJECT are shown in the funding table below.

2. Funding Table:

Fund Priority	Fund Source	Total Amount	Federal Share	Federal Amount (Maximum)	State Share	State Amount	Other Share	Other Amount	Other Source
1	LATS Federal Guideshare Funds CFDA# 20.205	\$ 500,000.00	80%	\$ 400,000.00	20%	\$ 100,000.00	0%	\$ -	n/a
Total Project Cost		\$ 500,000.00		\$ 400,000.00		\$ 100,000.00		\$	

- D. SUBRECIPIENT is responsible for 100% of the cost of the PROJECT in excess of SCDOT's Maximum Funding for the PROJECT.
- E. Based on the match requirements for the available fund sources, the SCOOT reimbursement rate will be applied as a percentage of the total *eligible* project costs not to exceed SCOOT's Maximum Funding.
- F. SCOOT will make payment to SUBRECIPIENT for all *eligible* costs incurred by SUBRECIPIENT, up to SCDOT's Maximum Funding for the PROJECT based on a valid reimbursement request/invoice submitted by SUBRECIPIENT to SCOOT. A reimbursement request or invoice *is* considered valid when *it* includes:

1. Identification of man-hours by task, classification and rate
2. A line item for overhead, where applicable

3. A listing of other direct costs
 4. A listing of consultant/contractor services
 5. Signature of certification in accordance with 2 CFR 200.415, *Required Certifications*, by an authorized representative of SUBRECIPIENT
 6. Additional certifications relating to work performed as requested by SCOOT's Program Manager.
- G. All of SUBRECIPIENT's reimbursement requests or invoices must be supported by suppliers' invoices and SUBRECIPIENT's financial records. SUBRECIPIENT will submit reimbursement requests/invoices to SCOOT not more often than monthly and SCOOT will pay all valid reimbursement requests and invoices within thirty days of receipt by SCOOT.
- H. Upon completion of the project, SUBRECIPIENT shall submit a Final Invoice for the PROJECT. This invoice may be a \$0.00 invoice if all reimbursements, not to exceed the SCOOT Maximum Funding, have been paid to SUBRECIPIENT.
- I. SUBRECIPIENT is responsible for refunding to SCOOT any funding provided to SUBRECIPIENT by SCOOT for work and services performed by or for SUBRECIPIENT which are determined not to be in compliance with the terms and conditions of this Agreement.
- J. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding.

IV. SCHEDULE:

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

V. PROCUREMENT REQUIREMENTS:

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

- A. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:
 1. The South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, *et seq.*) and the regulations promulgated pursuant thereto; or
 2. SUBRECIPIENT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50 and conform to applicable federal laws and regulations identified in 2 CFR § 200.318.
- B. All procurements that require advertising shall be advertised in South Carolina Business Opportunities (SCBO) published by the Materials Management Office of the State Fiscal Accountability Authority in addition to any other publication in which SUBRECIPIENT deems it appropriate to advertise.
- C. At the completion of the PROJECT, SUBRECIPIENT shall complete and submit to SCOOT the Certification of Procurement attached hereto and made a part hereof as EXHIBIT C, certifying that all the above PROCUREMENT REQUIREMENTS have been met for the PROJECT and providing a list of all consultants, contractors, and vendors used on the PROJECT, and the total dollar value paid to each.

VI. GENERAL:

- A. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of SCOOT's Deputy Secretary in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in Richland County within 90 days of PROJECT completion.
- B. The Parties hereto agree to conform to all applicable SCOOT, State, Federal and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.
- C. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
0. SUBRECIPIENT and its agents shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the work provided for herein.

SUBRECIPIENT and its agents shall carry out applicable requirements of 49 CFR Part 26 in the administration of this Agreement.

E. By execution of this Agreement SUBRECIPIENT does hereby agree:

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

F. By execution of this Agreement SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, employees, and agents will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

G. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, and employees will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-705, (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725.

H. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, sub-contractors, and employees will comply with all applicable provisions of the Iran Divestment Act, Title 11, Chapter 57 of the South Carolina Code of Laws, as amended.

I. SUBRECIPIENT, or its authorized agent, shall agree to hold consultations with SCOOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No Amendment to this Agreement shall be effective or binding on any Party hereto unless such Amendment has been agreed to in writing by all Parties hereto.

- J. This Agreement may be terminated by SUBRECIPIENT upon written notice provided that SUBRECIPIENT covers all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. If SUBRECIPIENT fails to advance the PROJECT to completion, SCOOT may terminate the Agreement upon written notice and SUBRECIPIENT shall be responsible for all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. Upon written notification of termination, all work on the PROJECT shall cease, unless otherwise directed.

VII. SUCCESSORS AND ASSIGNS:

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

VIII. BENEFIT AND RIGHTS OF THIRD PARTIES:

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

IX. EXECUTION IN COUNTERPARTS.

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

X. ENTIRE AGREEMENT:

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

[Signature blocks on next page]

PLA 49-24

SCOOT Project No. P042888

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BEAUFORT COUNTY

Witness

By: _____
(Signature)

Title: _____

Unique Entity Identification No.:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

By: _____
Deputy Secretary for Finance & Administration or
Designee

RECOMMENDED BY:

By:  _____
Deputy Secretary for Planning or Designee

REVIEWED BY:

;

PLA 49-24

SCOOT Project No. P042888

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

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

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

DATE

SCOOT SIGNATURE

DATE

SUBRECIPIENT SIGNATURE

PLA 49-24

SCOOT Project No. P042888

EXHIBIT A

PROJECT DETAILS

(see Attached)

SCOPE OF SERVICES

US 278 Corridor Study

CORRIDOR STUDY US 278/US 278 BUS FROM US 17 TO SEA PINES CIRCLE BEAUFORT & JASPER COUNTIES

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US 278 Corridor Study

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US 278 Corridor Study

PROJECT DESCRIPTION

US 278 corridor is growing rapidly, and Beaufort County in association with Jasper County desires to map out and address congestion, safety, and mobility concerns along the corridor in a systematic manner. Beaufort County proposes to evaluate improvements along US 278/US 278 BUS from US 17 to Sea Pines Circle in Beaufort and Jasper Counties, South Carolina. The length of US 278 corridor is approximately 30 miles and is identified in Figure 1. The length of time to perform this study and stakeholder coordination is approximately 14 months. The US 278 Corridor Study will be a guide for South Carolina Department of Transportation (SCOOT) and the local public agencies that adequately addresses the traffic impacts associated with existing and future development along the corridor.

The US 278 corridor is a heavily traveled primary corridor serving City of Hardeeville, Town of Bluffton, Okatie (unincorporated community), Town of Hilton Head Island, Jasper County, and Beaufort County. Sections of US 278 have higher traffic volumes than Interstate 95 (I-95), and the typical section varies throughout, consisting of four-lane divided, six-lane divided, eight-lane divided, and five-lane. The corridor also contains multiple signalized intersections and interchanges at I-95, SC 170, Bluffton Parkway, Cross Island Parkway/William Hilton Boulevard/Gumtree Road, and Marshland Road.

For the future success of the US 278 corridor, it must function as a street that can handle congestion, safety, and mobility needs, as well as consider how community and transportation improvements fit as a consistent plan along the corridor. Data collection will be critical to validating capacity analysis (LOS), traffic operations, addition, deletion and coordination of traffic signals, network connectivity, and access management along the corridor.

The preferred design will consider all users and land uses along the corridor to create an implementation plan that can be adopted by the stakeholders. The proposed improvements could consider short-term improvements, such as installing traffic signals, lighting, improved crossings, and radius improvements; mid-term improvements, such as installing turn lanes with traffic signals and medians for access management; long-term improvements, such as widening, on/off ramp reconfiguration, new interchanges, intersection re-alignment, and backage roads. It will also include the preferred alternative for the I-95 Exit 8 interchange, as proposed by others. Depending upon the study findings, this may not recommend a widening for the entire length but may recommend improvements for some sections of the corridor.

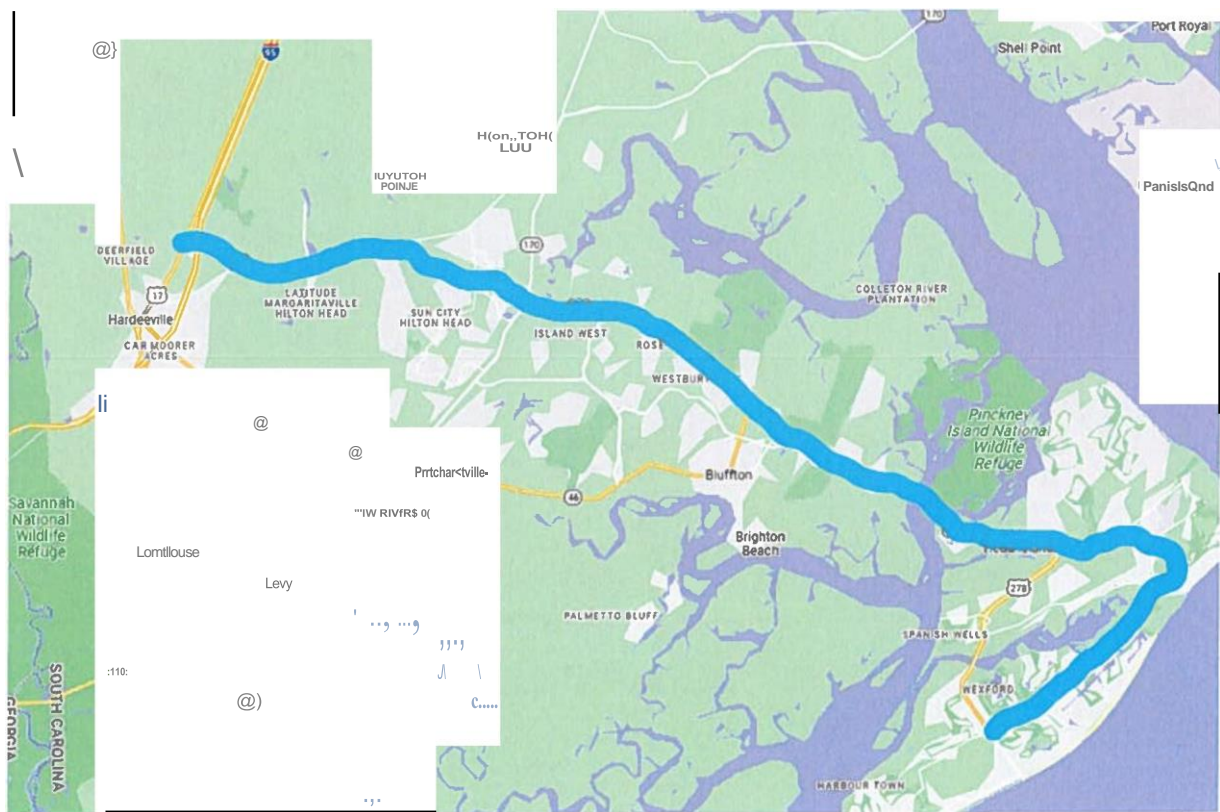
SCOPE OF SERVICES

US 278 Corridor Study

Corridor improvements will also implement bicycle and pedestrian accommodations to comply with SCDOT's Complete Streets Policy, Beaufort County CONNECTS, and Jasper's Journey Comprehensive Master Plan 2018.

This project is a LATS study and is being administered by Beaufort County. Funding will be provided through SCDOT's LPA Office. This study will incorporate and evaluate other developed plans. Building on those efforts this study will establish a complete plan for the US 278 corridor. Coordination will also be conducted during the study with each local government and SCOOT to solicit input and form a consensus on the future of the 30-mile corridor.

Figure 1 Project Location



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US 278 Corridor Study

1. PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination between Beaufort County and the Consultant. Beaufort County and the Consultant will work collaboratively during the entire production process. This task includes coordination and correspondence with Beaufort County, management of study efforts, as well as management of the Consultant's sub-consultants and team members.

1.1. Coordination Meetings

Consultant staff will meet with Beaufort County throughout the duration of the project to discuss project work items and general project coordination.

Assume six (6) meetings [three (3) in-person and three (3) virtual meetings]. The Consultant will prepare meeting agendas and meeting materials as well as record the minutes of each meeting in which it participates and distribute to the appropriate personnel.

1.2. Monthly Invoice / Status Reports

With every monthly invoice, the Consultant's Project Manager will prepare a monthly status report. This report will identify work conducted during that month as well as work anticipated in the upcoming month, along with any items needed from Beaufort County.

1.3. Deliverables

Agendas, meeting materials, and meeting minutes

Invoices and status reports

2. SYSTEM/ FACILITY IDENTIFICATION

The Consultant in cooperation with local planners will identify the existing and proposed transportation facilities; roadways (minor collectors, major collectors, arterials, highways, and freeways), interchanges, and major intersections (unsignalized and signalized); sidewalk and bikeway/path systems and public transit routes (local and from outside the area).

In cooperation with the same parties, the Consultant will also identify existing and proposed land developments within the county; activity centers, neighborhoods, and recreation facilities with the potential to support transit, walking, and bicycling.

2.1. Overview of Previous Work

The Consultant will obtain information concerning planned and approved development projects affecting traffic within the corridor area from LATS, Beaufort County, Jasper County, Town of Hilton Head Island, Town of

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US 278 Corridor Study

Bluffton, City of Hardeeville, and SCOOT. Information concerning projected land uses, zoning and development planning documents will also be obtained.

2.2. Existing Plan Assessment and Coordination

The Consultant will Identify any conflicts or synergy with existing or proposed projects within and adjacent to the planning area, to include, but not be limited to:

- Corridor and New Alternate Feasibility Study - SC 46 / SC 315 from SC 170 to US 17
- US 278 Corridor Study - Whyte Hardee Road to Argent Boulevard
- US 278 Corridor Study - Argent Boulevard to SC 170
- 1-95 Improvements - MM O to MM 8
- LCOG SC 170 Corridor Access Management Study - Okatie Center Blvd S to SC 462
- US 278 Bridge Replacement and Corridor Improvements: various studies - Moss Creek Dr/Buckingham Plantation Dr to Wild Horse Rd/Spanish Wells Rd
- SC 170 Corridor Study-SC 46 to US 21 Bus. (Boundary St)

The Consultant will evaluate which components fit the overall corridor context of this study and which elements may be suitable for revisions. Recommendations from each of these prior projects will be considered.

2.3. Deliverables

- Incorporate future trip generators for final report
- Summarize management systems for final report
- Summarize existing plan assessment for final report

3. DATA COLLECTION

3.1. IMPACTS ANALYSIS

The impacts analysis task will perform a "high-level" identification of the natural environment and human impacts that could likely be affected by any of the candidate US 278 improvement alternatives. Typical elements to be identified and mapped would include:

- Natural Resources/Endangered Species
- Wetlands/Water Quality
- Farmlands
- Hazardous Materials/Underground Storage Tanks
- Cultural Resources (Historical/ Archaeological)
- Residential/Business Displacements
- Land Use/Community Impacts

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- Section 4(f)/6(f) properties

The above information will be developed through the Consultant research of existing documented materials as well as field visits by the Consultant team. No detailed site exploration work is anticipated in this task. The sensitive resources noted above would be mapped with the study corridor in a GIS format.

3.2. Field Investigation

The Consultant will conduct a field visit to examine the existing roadway conditions and adjacent land use characteristics present within the study area as well as to document any existing deficiencies or safety concerns. Observations may include, but not be limited to, the following: existing speed limits, geometrics, lane assignments, type and length of turn lanes, traffic control, signage, pavement markings, signal configuration, signal design details, signal timings, pedestrian and bicyclist accommodations, clear zone, sight distance, driveway access, and any other pertinent field data or safety concerns.

3.3. Roadway Data Collection

This will include obtaining available roadway plans from SCDOT and local entities to determine geometry, rights-of-way, access management, multimodal facilities, and supporting utilities and infrastructure.

3.4. Land Use Data Collection

Available land use and relevant geographic information system (GIS) data would be provided by Beaufort County, Jasper County, LCOG, and local municipalities. Consultant will gather publicly available GIS data relevant to the study area, and the Consultant will coordinate with local jurisdictions to review future traffic impacts and traffic patterns.

3.5. Crash Data Collection

At the request of Beaufort County, the SCDOT Traffic Office will provide the study with recent crash data from South Carolina Department of Public Safety (SCDPS).

3.6. Traffic Volume Data Collection

The Consultant will obtain class / volume ADT tube counts on a typical weekday while the local public schools are in session at strategic locations along the corridor.

- Twenty (20) locations along US 278 are anticipated.

The Consultant will obtain turning movement counts for capacity analysis in the study area or utilize recent counts from available studies. Turning

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movement counts will be collected between 7:00 and 9:00 AM and 2:00 and 6:00 PM in 15-minute intervals on a typical weekday while the local public schools are in session. Fifty-five (55) locations along US 278 are anticipated. Additional turning movement counts for traffic signal warrant analysis are not included.

1. US 278 (Independence Blvd) at US 17
2. US 278 (Independence Blvd) at 1-95 SB Ramps*
3. US 278 (Independence Blvd) at 1-95 NB Ramps
4. US 278 (Independence Blvd) at Henry Moss Blvd*
5. US 278 (Independence Blvd) at John Smith Rd
6. US 278 (Independence Blvd) at Brickyard Rd
7. US 278 (Independence Blvd) at Latitude Blvd/Lakeside Blvd N*
8. US 278 (Independence Blvd) at Auto Mall Blvd
9. US 278 (Independence Blvd) at Argent Blvd
10. US 278 (Independence Blvd) at S Campus Dr/D Mark Cummings Rd*
11. US 278 (Fording Island Rd) at University Blvd/ New River Parkway
12. US 278 (Fording Island Rd) at University Blvd
13. US 278 (Fording Island Rd) at Sun City Blvd*
14. US 278 (Fording Island Rd) at Okatie Center Blvd S/Palmer Grace Dr

W*

15. US 278 (Fording Island Rd) at SC 170 EB & WB Ramps
16. US 278 (Fording Island Rd) at Hampton Parkway/Pepper Hall Rd
17. US 278 (Fording Island Rd) at Toyota Dr/Graves Property*
18. US 278 (Fording Island Rd) at Buckwalter Parkway*
19. US 278 (Fording Island Rd) at St. Gregory Dr*
20. US 278 (Fording Island Rd) at John Smith Lane
21. US 278 (Fording Island Rd) at Whiteoaks Cir/Rose Hill Way*
22. US 278 (Fording Island Rd) at Buck Island Rd/Belfair Oaks Dr*
23. US 278 (Fording Island Rd) at Simmonsville Rd/Belfair Village Dr*
24. US 278 (Fording Island Rd) at SC 46/Waterford Dr*
25. US 278 (Fording Island Rd) at Target/The Home Depot*
26. US 278 (Fording Island Rd) at Burnt Church Rd/Trimblestone Rd*
27. US 278 (Fording Island Rd) at Sawmill Creek Rd/Tonger Outlet 1*
28. US 278 (Fording Island Rd) at Malphrus Rd/ Colleton River Dr*
29. US 278 (Fording Island Rd) at Tonger Outlet 2*
30. US 278 (Fording Island Rd) at Moss Creek Dr/Buckingham Plantation

Dr*

31. US 278 (William Hilton Pkwy) at Bluffton Parkway
32. US 278 (William Hilton Pkwy) at Pinckney Wildlife Refuge
33. US 278 (William Hilton Pkwy) at Blue Heron Point Rd

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34. US 278 (William Hilton Pkwy) at Gateway Dr/Crosstree Dr*
35. US 278 (William Hilton Pkwy) at Squire Pope Rd*
36. US 278 (William Hilton Pkwy) at Spanish Well Rd/Wild Horse Rd*
37. US 278 Bus. (William Hilton Pkwy) at Gumtree Rd*
38. US 278 Bus. (William Hilton **Pkwy**) at Wilborn Rd/Jarvis Park Rd*
39. US 278 Bus. (William Hilton Pkwy) at Pembroke Dr/Museum St*
40. US 278 Bus. (William Hilton Pkwy) at Whooping Crane Way/Indigo Run
- Dr*
41. US 278 Bus. (William Hilton Pkwy) at Garner Dr*
42. US 278 Bus. (William Hilton Pkwy) at Mathews Dr*
43. US 278 Bus. (William Hilton Pkwy) at Dillon Rd*
44. US 278 Bus. (William Hilton Pkwy) at Coggins Point Rd*
45. US 278 Bus. (William Hilton Pkwy) at Beachwood Dr*
46. US 278 Bus. (William Hilton Pkwy) at Folly Field Rd/Mathews Dr*
47. US 278 Bus. (William Hilton Pkwy) at Singleton Beach Rd*
48. US 278 Bus. (Cross Island Parkway) at Point Comfort Rd/Arrow Rd*
49. US 278 Bus. (William Hilton Pkwy) at Shelter Cove Ln* (NW)
50. US 278 Bus. (William Hilton Pkwy) at Shelter Cove Ln* (by HH Tavern)
51. US 278 Bus. (William Hilton Pkwy) at King Neptune Way/Queens Folly
- Rd*
52. US 278 Bus. (William Hilton Pkwy) at Queens Way*
53. US 278 Bus. (William Hilton Pkwy) at Wexford Dr/Shipyard Dr*
54. US 278 Bus. (William Hilton Pkwy) at Arrow Rd*
55. US 278/US 278 Bus. (Palmetto Bay Rd/William Hilton Rd) at Pope Ave, Greenwood Dr** (Sea Pines Circle)

* Denotes Signalized Intersection

**Denotes Roundabout

3.7. Existing Transportation Facilities

With the information obtained from the Data Collection Task, the Consultant will perform the following:

- AM / PM peak capacity analysis, Levels of Service (LOS) for roadway segments, interchanges, and intersections using Syncro Software and report 95th percentile queues
- Arterial analysis to obtain travel time delay using Syncro / SIM traffic or Highway Capacity Software
- Travel cost increase
- Excess delay index and delay ratio

The Consultant will also prepare a crash analysis based on various crash characteristics such as lighting conditions, crash type, contributing factors, pavement conditions, etc. Crashes will also be mapped using GIS to

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establish any spatial trends in crash locations, The findings of the crash analysis will be used to identify any trends and areas of concern that may be suitable for safety improvements. The findings of this analysis will be communicated with Beaufort County and used to identify areas of focus moving forward in the project.

The Consultant will also review the study area and prepare an inventory of existing land use data, roadway geometry data, multimodal facilities, and supporting utilities and infrastructure.

3.8. Deliverables

Deficiencies of the existing transportation system

An analysis that incorporates collected and existing data into future modeling and recommendations

4. DATA ANALYSIS

4.1. Best Practices

The Consultant will assess best practices in travel demand modeling, land use projections, complete streets, access management, travel demand management, and pedestrian and transit planning for possible application to this study.

4.2. MAP-21 / Most Current Federal Guidance

The Consultant will summarize the set of performance measures that address the requirements of the MAP-21 or most current federal guidance. This set of performance measures shall include measures outlined in the current transportation legislation, where a final rule has been established.

- **Safety** - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads
- **Infrastructure Condition** - To maintain the highway infrastructure asset system in a state of good repair
- **Congestion Reduction** - To achieve a significant reduction in congestion on the National Highway System
- **System Reliability** - To improve the efficiency of the surface transportation system
- **Freight Movement and Economic Vitality** - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development

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- **Environmental Sustainability** - To enhance the performance of the transportation system while protecting and enhancing the natural environment
- **Reduced Project Delivery Delays** - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices

4.3. Transit

The Consultant, in cooperation with providers (Lowcountry RTA, Assisted Rides, Neighbor to Neighbor, and SCOOT-OPT for years 2020 to 2045) will determine if and when services are needed. The following will be reviewed:

- Population served
- Existing and future routes
- Stop locations and spacing
- Frequency
- Travel time
- Ridership levels

4.4. Pedestrian and Bike facilities

The Consultant will assess the quality of the walking/biking environment in developed areas along the corridor. The assessment will consider all existing facilities and recommend improvements consistent with SCDOT's Complete Streets Policy, Beaufort County CONNECTS, and Jasper's Journey Comprehensive Master Plan 2018.

4.5. Future Transportation Facilities

With the information obtained from tasks 2, 3, and 4, the Consultant will collect historic ADT data from SCOOT and Lowcountry Regional travel demand model volume projections to establish growth rates in vehicular traffic and to forecast Design Year traffic volumes. The design years will be 10 years and 20 years from year 2030, or as directed by Beaufort County. Future scenarios for the AM and PM peak hour:

- 2040 and 2050 No Build
- 2040 and 2050 Build

The following conditions will be evaluated:

- Implementation of recommendations from previous studies
- Trip distribution and traffic assignment
- Design hour volumes (DHV)
- Peak season volumes (ADT)

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- Capacity analysis (LOS)
- Traffic operations, including signage and signalization
- Travel time increase (Delay)
- Travel cost increase (vehicle operating cost, time cost, accident cost)
- Excess Delay index and delay ratio
- Addition, deletion and coordination of traffic signals
- Aesthetics
- Ingress / Egress to businesses
- Deficiencies of each scenario
- Network connectivity
- Emergency evacuation
- Induced travel from improvements
- Access management

Using the collected data, Consultant will use land use, demographic, freight traffic, and other regional factors to identify existing development trends to forecast future travel demand. Approved development traffic will be considered with approved development traffic and site plans provided to the Consultant by the local entities.

Future Conditions. No-Build

Using the existing development trends and historical traffic, Consultant will project future demand along the study area corridors to evaluate and identify anticipated deficiencies. The future analysis will be estimated for an interim year and horizon year, as established by Beaufort County, using the latest version of Synchro traffic analysis software. The future conditions, no-build analysis assumes the existing roadway network remains the same, unless approved developments have committed improvements to the roadway network.

The future conditions no-build may include the US 278 (Independence Blvd) at 1-95 ramps improvements as well as traffic diversion that may be a result of the 1-95 Exit 3 construction and/or the Bluffton Parkway Extension. The Bluffton Parkway Extension will be analyzed in the SC 46/SC315 Corridor and New Alternate Feasibility Study.

Future Conditions. Build

Prior to conducting detailed analyses of the identified alternatives, Consultant will review potential alternatives to identify any fatal flaws that will prevent successful implementation of improvements. This assessment will build off previous planning efforts/local knowledge to determine what

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US 278 Corridor Study

improvements and new roadway connections can be accommodated without significant impacts to adjacent buildings, natural resources, and/or private properties.

Using the traffic model developed in previous tasks, Consultant will develop traffic models for the Build year. The model will be coded using the future-year traffic projections identified in earlier tasks. The Build year volume development may include the US 278 (Independence Boulevard) at 1-95 Ramps improvements as well as traffic diversion that may be a result of the 1-95 Exit 3 construction and/or the Bluffton Parkway Extension. The Bluffton Parkway Extension will be analyzed in the Corridor Study for SC 46/SC 315 and New Alternate Feasibility Study.

4.6. Concept Plans

The Consultant will develop design concepts on aerial imagery for the various transportation improvements. This includes developing CAD designs (15-20%) level of detail for the corridor that show the plan view layout of proposed roadway and bike/ped improvements, existing right of way and property lines per Beaufort County GIS, and approximate new right of way. The concept plans will be presented on 36" color plots at 1"=100' scale. Where the layout permits, the plots will show the corridor in two rows (upper and lower). Approximately 35 sheets are anticipated for the corridor.

Based on these design concepts the Consultant will develop an Opinion of Probable Costs (OPC).

4.7. Deliverables

- Summarize best practices for final report
- Summarize performance measures for final report
- Summarize transit data for final report
- Summarize ped / bike findings and how bike / ped facilities can be addressed in new development for final report
- Develop two scenarios for growth and traffic modeling for final report
- Summarize design concepts and cost estimates for final report

5. PUBLIC ENGAGEMENT/INVOLVEMENT

The public involvement task has been designed to allow input from the stakeholders and public to the project team as well as the project team to provide information back. The Consultant will develop the following:

SCOPE OF SERVICES

US 278 Corridor Study

5.1. Project Branding

The Consultant will develop a branding theme for the corridor study, which will include a project moniker, color scheme, and project logo. The Consultant will incorporate the brand into materials generated by the project team.

5.2. Website

Early in the process, the Consultant will coordinate with the Client team to include a webpage (linked to the Client team's preferred website) dedicated to the US 278 Corridor Study. The Consultant will create a website or County/LCOG/other agency can host a webpage on their existing website. The website may include materials provided by the Consultant's past presentations, articles, concept designs, meeting schedules/agenda's, project material, survey questions/results and links to other resources. The Client team may also conduct social media posts such as Facebook or Twitter to enhance public awareness of the project.

5.3. Web Based Technology

The Consultant will create an interactive online mapping exercise to solicit public input related to problem areas, needs and potential solutions along the corridor. The interactive online mapping will be hosted for 30 days.

The Consultant will create and host an online (and hardcopy) survey during the outset of the project. The survey will contain up to five (5) questions related to the study area to obtain public input. The purpose of the survey is to collect information relative to corridor perception, issues, problem areas and desired outcomes. The Client team/Consultant will administer hard copies of the survey at select meetings to enhance coverage. The online survey will be hosted for 30 days.

5.4. Public Information Meetings

The Consultant will prepare a detailed Public Involvement Plan (PIP) incorporating project branding.

There will be four separate public information meetings during this study. These meetings will be designed in the public meeting open house format, with appropriate boards displaying the alternatives and corresponding handout materials. The Consultant will prepare for and attend the meetings, coordinate with Beaufort County to schedule and advertise, prepare meeting materials, compile public comments and prepare responses, and prepare meeting summary.

SCOPE OF SERVICES

US 278 Corridor Study

The locations for the public meetings will be guided by the Client team/Consultant. The public information meetings will be held to cover each of the corridor sections (Hilton Head Island, Bluffton, and Hardeeville).

Public Meeting 1: Two meetings will be held: 1) Bluffton/Hilton Head Island area and 2) Bluffton/Okatie/Hardeeville area. The purpose of the meeting will be to review the existing and future no-build conditions and obtain public input on the deficiencies found in the existing and no-build analysis.

Public Meeting 2: Two meetings will be held: 1) Bluffton/Hilton Head Island area and 2) Bluffton/Okatie/Hardeeville area. The purpose of the meeting will be to present the preferred alternatives.

5.5. LATS Presentation

The Consultant will coordinate and prepare materials for one presentation. It is anticipated that the public presentation will be to LATS presenting study findings and recommended improvements.

5.6. Stakeholder Meetings

The Consultant will be prepared to meet with LATS, Jasper County, Town of Hilton Head Island, Town of Bluffton, City of Hardeeville, and SCOOT as applicable to discuss the study. The Consultant will provide plans and project documents to present at the meetings. For scoping purposes, up to twelve (12) meetings are assumed.

With the help of Beaufort County, the Consultant intends to meet with local stakeholders individually or as a group. The first meeting will be in person to describe the process, discuss traffic findings, and tabulate concerns in their governing sections. The second meeting will be virtual where the Consultant and Beaufort County will present the results.

At the conclusion of the local stakeholder coordination the Consultant and Beaufort County will present the results to SCOOT.

5.6. Deliverables

- Branding Guidelines
- Website content and updates
- Public Involvement Plan
- Public Information Meeting Staff and Materials
- LATS Presentation Meeting Staff and Materials
- Other meeting staff and materials

SCOPE OF SERVICES

US 278 Corridor Study

6. CORRIDOR STUDY DOCUMENTATION

Prior to conducting detailed analyses of the identified alternatives, the Consultant will review potential alternatives to identify any major challenges that could prevent successful implementation of improvements. This assessment will build off previous planning efforts/local knowledge to ascertain the level of effort required to implement improvements and new roadway connections that would adversely impact adjacent buildings, natural resources, and/or private properties. The traffic data will be studied to determine the anticipated future traffic volumes in the corridor and to assess the need for widening a portion or the entire corridor. The various concept plans and cost estimates will be analyzed to determine the most feasible recommendations for this corridor. This Action Plan will provide an implementation strategy based upon measures of effectiveness {LOS, V/C, delay, travel time, speed, queuing, etc.) that prescribes a time-based schedule of improvements (ex: intersection fails in 2030, given a 18 month project schedule, the recommended improvements should be advertised by fall of 2028), overall project costs, and outlines the order of responsibility for funding and implementing (ex: County funds "X" improvement, SCOOT implements; County funds "X" improvement, County implements; or Municipality funds "X" improvement, County implements, etc.)

6.1. Deliverables

Electronic PDF of the draft report will be submitted to Beaufort County for initial review and comment
Electronic PDF copy of the Final report with executive summary and one page fact sheet

7. EXCLUSIONS

The following services are not provided in this scope:

- Field Surveys
- Crash Diagram Analysis
- Benefit / Cost Analysis
- Environmental investigations, detailed site exploration work, NEPA, and other permitting
- Utility Coordination
- Grant Writing

PLA 49-24

SCOOT Project No. P042888

EXHIBITB

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

I

South Carolina
Department of Transportation

January 12, 2024

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

RE: Qualification Determination - Multiple Management Plans

Dear Mr. Fralix:

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

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

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

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

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

Sincerely,



Yolanda D. Byrd
LPAA Coordinator

Enclosure

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

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PLA 49-24

SCOOT Project No. P042888

EXHIBIT C
CERTIFICATION OF PROCUREMENT

I. The undersigned is the duly authorized representative of

(hereinafter referred to as "the SUBRECIPIENT").

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

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

Signature

Name

Title

Date

PLA 49-24

SCOOT Project No. P042888

EXHIBIT D
STANDARD CONSULTANT AGREEMENT

AGREEMENT AND CONTRACT FOR
BETWEEN

AND

SECTION I. GENERAL RECITALS

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

WITNESS ETH:

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

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

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

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

SECTION II. SCOPE OF SERVICES REQUIRED OF CONSULTANT

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

- B. GENERAL STATEMENT OF CONSULTANT'S ASSIGNMENT. For the heretofore described project, Consultant will provide engineering services as described in ATTACHMENT "A." SCOPE OF SERVICES AND SCHEDULE, attached hereto and specifically made a part of this Agreement. Work and liaison will be performed by Consultant through its _____ office in _____
- C. CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. and Consultant may agree to have Project plans and specifications provided for by "Certification." A "Certification Agreement" is attached hereto and specifically made a part hereof. The "Certification" will be executed if agreed by the Parties as applicable.

SECTION 111. SERVICES OF

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

SECTION IV. SCHEOJJLE {TIME OF PERFORMANCE}

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

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

SECTION V. FEE AND COSTS

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

- A. LUMP SUM. In the event the extent of the Consultant's studies and work effort during all phases of work set forth can be determined with exactness at the time of negotiation, it is mutually agreed by and between Consultant and _____ that compensation to Consultant will be on a Lump Sum Basis. Lump sum may also include approved unit cost or per parcel if considered appropriate and approved by _____
- [or]
- B. COST PLUS FIXED FEE. For all work, materials, and services furnished under the terms of this Agreement, it is mutually agreed by and between Consultant and _____

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

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

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

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

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

In accordance with FAR 3 I.205-46(a)(2), lodging, meals, and incidental costs must be disallowed to the extent that, on a daily basis, they exceed the Federal Travel Regulation (FTR) per diem rates.

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

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

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

- E. **INDIRECT RATE:** Consultant and its subconsultants shall comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCDOT's policy concerning FHWA Order 4470.IA, (dated October 27, 2010). This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCOOT.

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

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

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

- F. **NON-ALLOWABLE COST.** _____ shall not reimburse Consultant for any expenses relating to business development activities, attendance at any special event, function, or ceremony where attendance is for social purposes. This does not include special events, functions, or a ceremony in which a written _____ request and approval has been given to Consultant to attend for the purposes of speaking and/or presenting, or assisting _____ staff with preparation and delivery of the function. Consultants are required to certify compliance with this paragraph on all invoices.

- G. **TOTAL COMPENSATION.** The amount of compensation set forth in ATTACHMENT "C," ENGINEERING FEE of this Agreement shall be the maximum payable by _____ without prior written authorization from _____ and, if applicable, SCOOT to increase the amount. Any such increase will also be subject to the approval of FHWA if federal funds are involved.

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

[or]

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

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

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

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

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

SECTION VI. MODE OF PAYMENT

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

ACCEPTABLE INVOICES. _____ considers an acceptable invoice to include:

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

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

B. PROMPT PAYMENT CLAUSE.

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

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

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

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

SECTION VII. GENERAL PROVISIONS

_____ and Consultant mutually agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ 's Program Manager may make a preliminary finding of delinquency if at any time Consultant has not met the schedules, milestones, or completion dates established in this Agreement, and it appears unlikely that the work will be completed by the specified date. Upon review of the preliminary finding of delinquency, _____ 's Program Manager may issue a Preliminary Notice of Delinquency. Consultant will have 15 days to present information to _____ as to why Consultant should not be found delinquent. This information should contain a specific plan of action to meet the Contract schedules, milestones, and completion dates and/or show circumstances beyond Consultant's control that have directly affected Consultant's ability to meet the commitments in the Contract. Upon review of the information submitted, the Program Manager will make a determination as to whether the Consultant should be placed in a delinquent status. If a determination of delinquent status is made, the Program Manager will issue a Final Notice of Delinquency. A Consultant receiving a Final Notice of Delinquency may appeal within fifteen 15 days to the appropriate _____ representative for a review of the delinquent status.

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

K. TERMINATION OF AGREEMENT.

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

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

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

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

- P. ETHICS ACT. By execution of this Agreement, Consultant certifies Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8-13-705, (b) Recovery of kickbacks - Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential information - Section 8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - Section 8-13-1150, (t) Solicitation of state employees - Sections 8-13-755, 8-13-760 and 8-13-725.
- Q. DRUG-FREE WORK PLACE CERTIFICATION. By execution of this Agreement, Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter I 07 of the South Carolina Code of Laws, as amended.
- R. OTHER CERTIFICATIONS. In addition to the certification indicated above, _____ and Consultant shall execute the certifications contained in EXHIBIT "I" CERTIFICATIONS. These certifications are incorporated and made a part of this Agreement.

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

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

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

T. DISADVANTAGED BUSINESS ENTERPRISES.

- I. Policy. It is the policy of _____ to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, _____ shall utilize SCDOT's DBE program established in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. This Contract is subject to the provisions of SCDOT's DBE program and 49 CFR Part 26.
2. Consultant shall comply with the requirements of the specifications titled "DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL SPECIFICATIONS PROFESSIONAL SERVICES" available at <http://info2.scdot.org/professionalserv/HostDocs/ProfO/o20SVS%20Supp%20Spec%20July%202016.pdf>.
3. This Contract has an established DBE Goal of _percent **L** %) (see EXHIBIT "I" CERTIFICATIONS).

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

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

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

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

4. Consultant/Subconsultant Assurances. Neither Consultant, nor its subconsultants, shall discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally-assisted contracts. Failure by Consultant, or any of its subconsultants, to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as _____ deems appropriate. Consultant shall advise its subconsultant of these provisions by including this clause in each of its subcontracts.
 5. Quoter Information. At the conclusion of this Contract, Consultant shall submit to _____ the names and addresses of all subconsultants who quoted subcontracts for this Contract.
 6. Reports on Subconsultant Payments. At the conclusion of this Contract, Consultant shall report to _____ all payments made to subconsultants on this Contract. The report shall include the following information as to each subconsultant: the name and address of the subconsultant and the total payments made to the subconsultant.
- U. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this BASIC AGREEMENT, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Consultant shall comply with Executive Order I I 246, as amended by the Executive Order I I 3 75, and as supplemented by Department of Labor Regulations (41 CFR Part 60) (Appendix II to 2 CFR Part 200) and shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.
- V. PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS.
 _____ will not consider for award any proposal submitted by any consultant of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects. Additionally, _____ will not consent to subletting any portions of the Contract to any subconsultant of a foreign country as described above.

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

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

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

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

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

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

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

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

- BB. ENERGY POLICY AND CONSERVATION ACT. Consultant should comply with standards and policies relating to energy efficiency contained in the Plan for State Energy Policy (S.C. Code §§ 48-52-210, et seq.).
- CC. PROCUREMENT OF RECOVERED MATERIALS. Consultant should comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- DD. IRAN DIVESTMENT ACT. Consultant shall certify compliance to the following:
- I. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to S.C. Code § 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The attached representation, which is required by Section 11-57-330(A), is a material inducement for _____ to award a contract to you. (b) By signing this Certification, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the _____ immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
 2. ONGOING OBLIGATIONS: (a) You must notify _____ immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with S.C. Code § 11-57-330(8), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- EE. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- FF. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the Parties and, except for Contract Modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the Parties relating to this work. The execution of this Agreement by the Parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Consultant Name

Witness

By: _____
(Signature)

Title: _____

[Local Government]

Witness

By: _____
[Title]

EXHIBIT "I"
CERTIFICATIONS

**ENGINEER CERTIFICATION FOR
PROJECT PLANS AND SPECIFICATIONS**

Consultant's Name: _____

Route Number: _____

File Number: _____

Project Number: _____

Project Description: _____

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

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

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

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

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

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

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

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

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

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

Date: _____

Consultant Firm: _____

Name (Print): _____

Title: _____

Signature: _____

CERTIFICATION OF CONSULTANT

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

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

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

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

Date: _____

Consultant Finn: _____

Name (Print): _____

Title: _____

Signature: _____

CERTIFICATION OF

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

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

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

Date: _____

Agency Name: _____

Name (Print): _____

Title: _____

Signature: _____

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Date: _____	Agency Name: _____
	Name (Print): _____
	Title: _____
	Signature: _____

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

DISADVANTAGED BUSINESS ENTERPRISES <DBE>
CONSULTANT COMMITTAL SHEET

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

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

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

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

- ¹ The designation of Firm A and/or 8 is not considered acceptable. Firms shall be identified by name. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- ² Percent - show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Dollar Value - extended amount based on negotiated manhours and directs per each firm(s).

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

SWORN to before me this _____
day of _____, 20

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

Consultant

By: _____

Title: _____

ATTACHMENT "A"
SCOPE OF SERVICES
AND SCHEDULE

ATTACHMENT "B"
SERVICES OF

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

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

ATTACHMENT "C"
ENGINEERING FEE

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

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

WITNESSETH THAT:

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

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

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

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

I. PROJECT DESCRIPTION:

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

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

II. OBLIGATIONS OF PARTIES

A. SCOOT WILL:

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

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

B. SUBRECIPIENT WILL:

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

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

III. FUNDING:

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

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

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

2. Funding Table:

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

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

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

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

IV. SCHEDULE:

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

V. PROCUREMENT REQUIREMENTS:

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

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

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

VI. GENERAL:

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

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

VII. SUCCESSORS ANO ASSIGNS:

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

VIII. BENEFIT AND RIGHTS OF THIRD PARTIES:

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

IX. EXECUTION IN COUNTERPARTS.

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

X. ENTIRE AGREEMENT:

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

[Signature blocks on next page]

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BEAUFORT COUNTY

Witness

By: _____
(Signature)

Title: _____

Unique Entity Identification No.:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

By: _____
Deputy Secretary for Finance & Administration or
Designee

RECOMMENDED BY:

By:  _____
Deputy Secretary for Planning or Designee

Dir -OfPlanning

Obf

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

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

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

DATE

SCOOT SIGNATURE

DATE

SUBRECIPIENT SIGNATURE

EXHIBIT A

PROJECT DETAILS

(see Attached)

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

PROJECT UNDERSTANDING

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

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

See locations on project map as shown by above number:

Item 11.

Wiggins

Coosawhatchie

Coosaw

Tarboro

Ridgeland

Laurel Bay

Dataw Island

Hunting Island

Parris Island

Fort Fremont

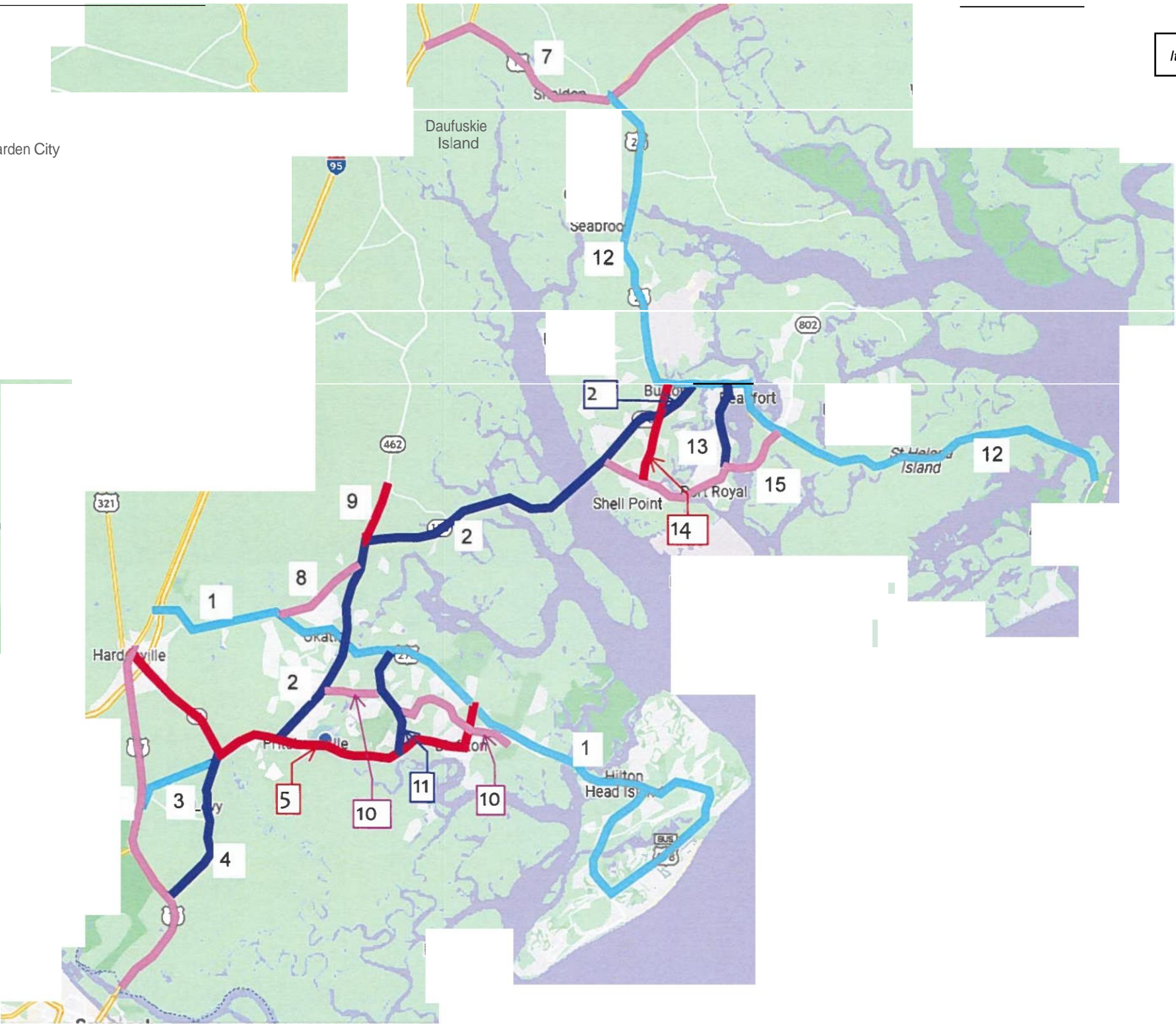
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Wildlife
Refuge 6

W

Port Wentworth

Garden City



SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

Task 1.1 Project Administration

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

Task 1.2 Project Control and Management

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

Task 1.3 Status Reports and Invoicing

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

Task 1.4 Project Status Meetings

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

Task 1.5 Schedule Development

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

Task 1.6 Presentations to LATS

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

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

TASK 2 CONCEPT OF OPERATIONS

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

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

Deliverables:

Concept of Operations Memo

Workshop with LATS and Beaufort County

TASK 3 EXISTING CONDITIONS AND ASSETS INVENTORY

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

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

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

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

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

Deliverables:

GIS Database of assets inventory

Existing Conditions Technical Report

TASK 4 NEEDS ASSESSMENT

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

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

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

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

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

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

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

Deliverables:

System Demand Need Meeting
Needs Assessment Technical Report

Excluded:

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

TASK 5 ITS MASTER PLAN

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

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

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

Deliverables:

System Plan and Recommended projects in GIS
ITS Master Plan

TASK 6 ON-CALL SERVICES

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

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

ADDITIONAL SERVICES

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

Field installation of Global Positioning Systems (GPS) Equipment

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

Traffic Engineering

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

SCHEDULE

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

EXHIBIT B

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



South Carolina
Department of Transportation

January 12, 2024

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

RE: Qualification Determination - Multiple Management Plans

Dear Mr. Fralix:

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

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

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

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

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

Sincerely,

LPAA Coordinator

Enclosure

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

Post Office Box 191
Columbia, South Carolina 29202-0191

Phone: (803) 737-2314
TTY: (803) 737-3870

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER



EXHIBIT C
CERTIFICATION OF PROCUREMENT

1. The undersigned IS the duly authorized representative of

(hereinafter referred to as "the SUBRECIPIENT").

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

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

Signature

Name

Title

Date

EXHIBITD
STANDARD CONSULTANT AGREEMENT

AGREEMENT AND CONTRACT FOR
BETWEEN

AND

SECTION I. GENERAL RECITALS

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

WITNESSETH:

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

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

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

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

SECTION 11. SCOPE OF SERVICES REQUIRED OF CONSULTANT

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

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

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

SECTION III. SERVICES OF

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

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

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

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

SECTION V. FEE AND COSTS

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

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

[or]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- F. **NON-ALLOWABLE COST.** _____ shall not reimburse Consultant for any expenses relating to business development activities, attendance at any special event, function, or ceremony where attendance is for social purposes. This does not include special events, functions, or a ceremony in which a written ___ request and approval has been given to Consultant to attend for the purposes of speaking and/or presenting, or assisting staff with preparation and delivery of the function. Consultants are required to certify compliance with this paragraph on all invoices.

- G. **TOTAL COMPENSATION.** The amount of compensation set forth in **ATTACHMENT "C." ENGINEERING FEE** of this Agreement shall be the maximum payable by _____ without prior written authorization from _____ and, if applicable, SCOOT to increase the amount. Any such increase will also be subject to the approval of FHWA if federal funds are involved.

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

[or]

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

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

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

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

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

SECTION VI. MODE OF PAYMENT

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

ACCEPTABLE INVOICES. _____ considers an acceptable invoice to include:

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

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

B. PROMPT PAYMENT CLAUSE.

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

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

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

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

SECTION VII. GENERAL PROVISIONS

_____ and Consultant mutually agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ 's Program Manager may make a preliminary finding of delinquency if at any time Consultant has not met the schedules, milestones, or completion dates established in this Agreement, and it appears unlikely that the work will be completed by the specified date. Upon review of the preliminary finding of delinquency, _____ 's Program Manager may issue a Preliminary Notice of Delinquency. Consultant will have 15 days to present information to _____ as to why Consultant should not be found delinquent. This information should contain a specific plan of action to meet the Contract schedules, milestones, and completion dates and/or show circumstances beyond Consultant's control that have directly affected Consultant's ability to meet the commitments in the Contract. Upon review of the information submitted, the Program Manager will make a determination as to whether the Consultant should be placed in a delinquent status. If a determination of delinquent status is made, the Program Manager will issue a Final Notice of Delinquency. A Consultant receiving a Final Notice of Delinquency may appeal within fifteen 15 days to the appropriate _____ representative for a review of the delinquent status.

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

K. TERMINATION OF AGREEMENT.

- I. This Agreement may be terminated by _____ at any time for the convenience of _____ by written notice to Consultant specifying the termination date of the Agreement. In the event of such termination of the Agreement by _____, Consultant will be compensated on a *quantum meruit* basis for its work satisfactorily performed through the termination date and a proportionate share of the fixed fee, as determined by _____

 2. Consultant also has the right to terminate this Agreement if _____ unreasonably fails to timely provide the service required of _____ under the scope of services or unreasonably fails to make timely payment for Consultant services rendered. In the event of such termination which is not the fault of Consultant, _____ shall pay to Consultant the compensation properly due including reasonable overhead and a proportionate share of the fixed fee on work performed for services properly performed (prior to the effective date of the termination) and for reasonable reimbursable expenses properly incurred as a result of the termination.

 3. In the event Consultant through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on its part to be performed, or if it for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of Consultant impairs or prejudices the interest of _____ or SCOOT, or if Consultant violates any of the terms, covenants, or provisions of this Agreement, _____ shall have the right to terminate this Agreement by giving a seven business day notice in writing of the termination and date of such termination to Consultant. _____ shall have the sole discretion to permit Consultant to remedy the cause of the contemplated termination without waiving _____'s right to terminate the Agreement. _____ may take over work to be done under this Agreement and prosecute the work to completion by Contract or otherwise, and Consultant shall be liable to _____ for all reasonable cost in excess of what _____ would have paid Consultant had there been no termination.
- L. **DISPUTES.** In any dispute concerning a question of fact in connection with the work of this Agreement or compensation therefor, the decision of _____'s

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

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

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

- P. **ETHICS ACT.** By execution of this Agreement, Consultant certifies Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8-13-705, (b) Recovery of kickbacks - Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential information - Section 8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - Section 8-13-1150, (f) Solicitation of state employees - Sections 8-13-755, 8-13-760 and 8-13-725.
- Q. **DRUG-FREE WORK PLACE CERTIFICATION.** By execution of this Agreement, Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- R. **OTHER CERTIFICATIONS.** In addition to the certification indicated above, _____ and Consultant shall execute the certifications contained in EXHIBIT "I" CERTIFICATIONS. These certifications are incorporated and made a part of this Agreement.

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

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

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

T. DISADVANTAGED BUSINESS ENTERPRISES.

- I. Policy. It is the policy of _____ to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, _____ shall utilize SCDOT's DBE program established in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. This Contract is subject to the provisions of SCDOT's DBE program and 49 CFR Part 26.
2. Consultant shall comply with the requirements of the specifications titled "DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL SPECIFICATIONS PROFESSIONAL SERVICES" available at <http://info2.scdot.org/professionalserv/HostDocs/ProfD/o20SVS%20Supp%20Spec%201uly%202016.pdf>.
3. This Contract has an established DBE Goal of percent L³/₄ (see EXHIBIT "I" CERTIFICATIONS).

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

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

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

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

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

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

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

- BB. ENERGY POLICY AND CONSERVATION ACT. Consultant should comply with standards and policies relating to energy efficiency contained in the Plan for State Energy Policy (S.C. Code §§ 48-52-210, et seq.).
- CC. PROCUREMENT OF RECOVERED MATERIALS. Consultant should comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- DD. IRAN DIVESTMENT ACT. Consultant shall certify compliance to the following:
- I. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to S.C. Code § 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The attached representation, which is required by Section 11-57-330(A), is a material inducement for _____ to award a contract to you. (b) By signing this Certification, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the _____ immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
 2. ONGOING OBLIGATIONS: (a) You must notify _____ immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with S.C. Code § 11-57-330(8), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- EE. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- FF. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the Parties and, except for Contract Modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the Parties relating to this work. The execution of this Agreement by the Parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Consultant Name

Witness

By: _____
(Signature)

Title: _____

[Local Government]

Witness

By: _____
[Title]

EXHIBIT "I"
CERTIFICATIONS

**ENGINEER CERTIFICATION FOR
PROJECT PLANS AND SPECIFICATIONS**

Consultant's Name: _____

Route Number: _____

File Number: _____

Project Number: _____

Project Description: _____

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

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

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

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

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

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

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

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

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

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

Date: _____

Consultant Firm: _____

Name (Print): _____

Title: _____

Signature: _____

CERTIFICATION OF CONSULTANT

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

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

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

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

Date: _____

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

CERTIFICATION OF

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

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

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

Date: _____

Agency Name: _____

Name (Print): _____

Title: _____

Signature: _____

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Date: _____

Agency Name: _____

Name (Print): _____

Title: _____

Signature: _____

Date: _____

Consultant Firm: _____

Name (Print): _____

Title: _____

Signature: _____

DISADVANTAGED BUSINESS ENTERPRISES <DBE>
CONSULTANT COMMITMENT SHEET

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

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

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

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

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

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

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

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

Consultant

By: _____

Title: _____

ATTACHMENT "A"
SCOPE OF SERVICES
AND SCHEDULE

ATTACHMENT "B"
SERVICES OF

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

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

ATTACHMENT "C"
ENGINEERING FEE

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

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

WITNESSETH THAT:

WHEREAS, SUBRECIPIENT desires assistance from SCDOT to prepare a corridor study of the SC 170 corridor in Beaufort County; and

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

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

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

I. PROJECT DESCRIPTION:

The Project will evaluate the SC 170 corridor for congestion, safety, and mobility concerns in order to produce short term, mid-term, and long term solutions for the corridor as well as service as a guide to address current and future traffic impacts.

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

II. OBLIGATIONS OF PARTIES

A. SCDOT WILL:

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

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

B. SUBRECIPIENT WILL:

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

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

III. FUNDING:

- A. SUBRECIPIENT estimates the total cost for the PROJECT to be \$400,000.00.

- B. SCDOT's maximum funding for the PROJECT is **\$400,000.00** (hereinafter referred to as "SCDOT's Maximum Funding") as authorized by the Lowcountry Area Transportation Study (LATS) on August 5, 2022, for use of STBGP funds. SCDOT will sub-award \$320,000.00 of the funds as a pass-through grant to SUBRECIPIENT for administration of the PROJECT.
- C. The required match on this grant is **\$80,000.00**. This match will be paid for by SCDOT using State Highway funds and is part of the SCDOT's Maximum Funding for the PROJECT.
1. Fund sources and match responsibilities for the PROJECT are shown in the funding table below.
 2. Funding Table:

Fund Priority	Fund Source	Total Amount	Federal Share	Federal Amount (Maximum)	State Share	State Amount	Other Share	Other Amount	Other Source
1	LATS Federal Guideshare Funds CFDA# 20.205	\$ 400,000.00	80%	\$ 320,000.00	20%	\$ 80,000.00	0%	\$ -	n/a
Total Project Cost		\$ 400,000.00		\$ 320,000.00		\$ 80,000.00		\$ -	

- D. SUBRECIPIENT is responsible for 100% of the cost of the PROJECT in excess of SCDOT's Maximum Funding for the PROJECT.
- E. Based on the match requirements for the available fund sources, the SCDOT reimbursement rate will be applied as a percentage of the total eligible project costs not to exceed SCDOT's Maximum Funding.
- F. SCDOT will make payment to SUBRECIPIENT for all eligible costs incurred by SUBRECIPIENT, up to SCDOT's Maximum Funding for the PROJECT based on a valid reimbursement request/invoice submitted by SUBRECIPIENT to SCDOT. A reimbursement request or invoice is considered valid when it includes:
1. Identification of man-hours by task, classification and rate
 2. A line item for overhead, where applicable

3. A listing of other direct costs
4. A listing of consultant/contractor services
5. Signature of certification in accordance with 2 CFR 200.415, *Required Certifications*, by an authorized representative of SUBRECIPIENT
6. Additional certifications relating to work performed as requested by SCOOT's Program Manager.

- G. All of SUBRECIPIENT's reimbursement requests or invoices must be supported by suppliers' invoices and SUBRECIPIENT's financial records. SUBRECIPIENT will submit reimbursement requests/invoices to SCOOT not more often than monthly and SCOOT will pay all valid reimbursement requests and invoices within thirty days of receipt by SCOOT.
- H. Upon completion of the project, SUBRECIPIENT shall submit a Final Invoice for the PROJECT. This invoice may be a \$0.00 invoice if all reimbursements, not to exceed the SCOOT Maximum Funding, have been paid to SUBRECIPIENT.
- I. SUBRECIPIENT is responsible for refunding to SCOOT any funding provided to SUBRECIPIENT by SCOOT for work and services performed by or for SUBRECIPIENT which are determined not to be in compliance with the terms and conditions of this Agreement.
- J. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding.

IV. SCHEDULE:

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

V. PROCUREMENT REQUIREMENTS:

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

- A. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:
 - 1. The South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, *et seq.*) and the regulations promulgated pursuant thereto; or
 - 2. SUBRECIPIENT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50 and conform to applicable federal laws and regulations identified in 2 CFR § 200.318.
- B. All procurements that require advertising shall be advertised in South Carolina Business Opportunities (SCBO) published by the Materials Management Office of the State Fiscal Accountability Authority in addition to any other publication in which SUBRECIPIENT deems it appropriate to advertise.
- C. At the completion of the PROJECT, SUBRECIPIENT shall complete and submit to SCOOT the Certification of Procurement attached hereto and made a part hereof as EXHIBIT C, certifying that all the above PROCUREMENT REQUIREMENTS have been met for the PROJECT and providing a list of all consultants, contractors, and vendors used on the PROJECT, and the total dollar value paid to each.

VI. GENERAL:

- A. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of SCOOT's Deputy Secretary in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in Richland County within 90 days of PROJECT completion.
- B. The Parties hereto agree to conform to all applicable SCOOT, State, Federal and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.
- C. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- 0. SUBRECIPIENT and its agents shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the work provided for herein.

SUBRECIPIENT and its agents shall carry out applicable requirements of 49 CFR Part 26 in the administration of this Agreement.

E. By execution of this Agreement SUBRECIPIENT does hereby agree:

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

F. By execution of this Agreement SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, employees, and agents will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

G. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, and employees will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-705, (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725.

H. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, sub-contractors, and employees will comply with all applicable provisions of the Iran Divestment Act, Title 11, Chapter 57 of the South Carolina Code of Laws, as amended.

I. SUBRECIPIENT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No Amendment to this Agreement shall be effective or binding on any Party hereto unless such Amendment has been agreed to in writing by all Parties hereto.

- J. This Agreement may be terminated by SUBRECIPIENT upon written notice provided that SUBRECIPIENT covers all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. If SUBRECIPIENT fails to advance the PROJECT to completion, SCDOT may terminate the Agreement upon written notice and SUBRECIPIENT shall be responsible for all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. Upon written notification of termination, all work on the PROJECT shall cease, unless otherwise directed.

VII. SUCCESSORS AND ASSIGNS:

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

VIII. BENEFIT AND RIGHTS OF THIRD PARTIES:

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

IX. EXECUTION IN COUNTERPARTS.

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

X. ENTIRE AGREEMENT:

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

[Signature blocks on next page]

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SCOOT Project No. P042886

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BEAUFORT COUNTY

Witness

By: _____
(Signature)

Title: _____

Unique Entity Identification No.:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

By: _____
Deputy Secretary for Finance & Administration or
Designee

RECOMMENDED BY:

By:  _____
Deputy Secretary for Planning or Designee

REVIEWED BY:

Director Planning 

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

DATE

SCDOT SIGNATURE

DATE

SUBRECIPIENT SIGNATURE

PLA 51-24

SCOOT Project No. P042886

EXHIBIT A

PROJECT DETAILS

(see Attached)

SCOPE OF SERVICES
SC 170 Corridor Study

CORRIDOR STUDY
SC 170 FROM SC 46 (MAY RIVER ROAD)
TO US 21 BUS. (BOUNDARY STREET)
BEAUFORT COUNTY

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SC 170 Corridor Study

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SC 170 Corridor Study

PROJECT DESCRIPTION

SC 170 corridor is growing rapidly, and Beaufort County desires to map out and address congestion, safety, and mobility concerns along the corridor in a systematic manner. Beaufort County proposes to evaluate improvements along SC 170 from US 21 BUS. (Boundary Street) to SC 46 (May River Road) in Beaufort County, South Carolina. The length of SC 170 is approximately 24 miles and is identified in Figure 1. The length of time to perform this study and stakeholder coordination is approximately 10-months. The SC 170 Corridor Study will be a guide for South Carolina Department of Transportation (SCDOT) and the local public agencies that adequately addresses the traffic impacts associated with existing and future development along the corridor.

For the future success of the SC 170 corridor, it must function as a street that can handle congestion, safety, and mobility needs, as well as consider how community and transportation improvements fit as a consistent plan along the corridor. Data collection will be critical to validating capacity analysis (LOS), traffic operations, addition, deletion and coordination of traffic signals, network connectivity, and access management along the corridor.

The preferred design will consider all users and land uses along the street to create an implementation plan that can be adopted by the stakeholders. The proposed improvements could consider short-term improvements, such as installing traffic signals, lighting, improved crossings, and radius improvements; mid-term improvements, such as installing turn lanes with traffic signals and medians for access management; long-term improvements, such as widening, on/off ramp reconfiguration, intersection re-alignment, and backage roads. Depending upon the study findings, this may not recommend a widening for the entire length but may recommend improvements for some sections of the corridor.

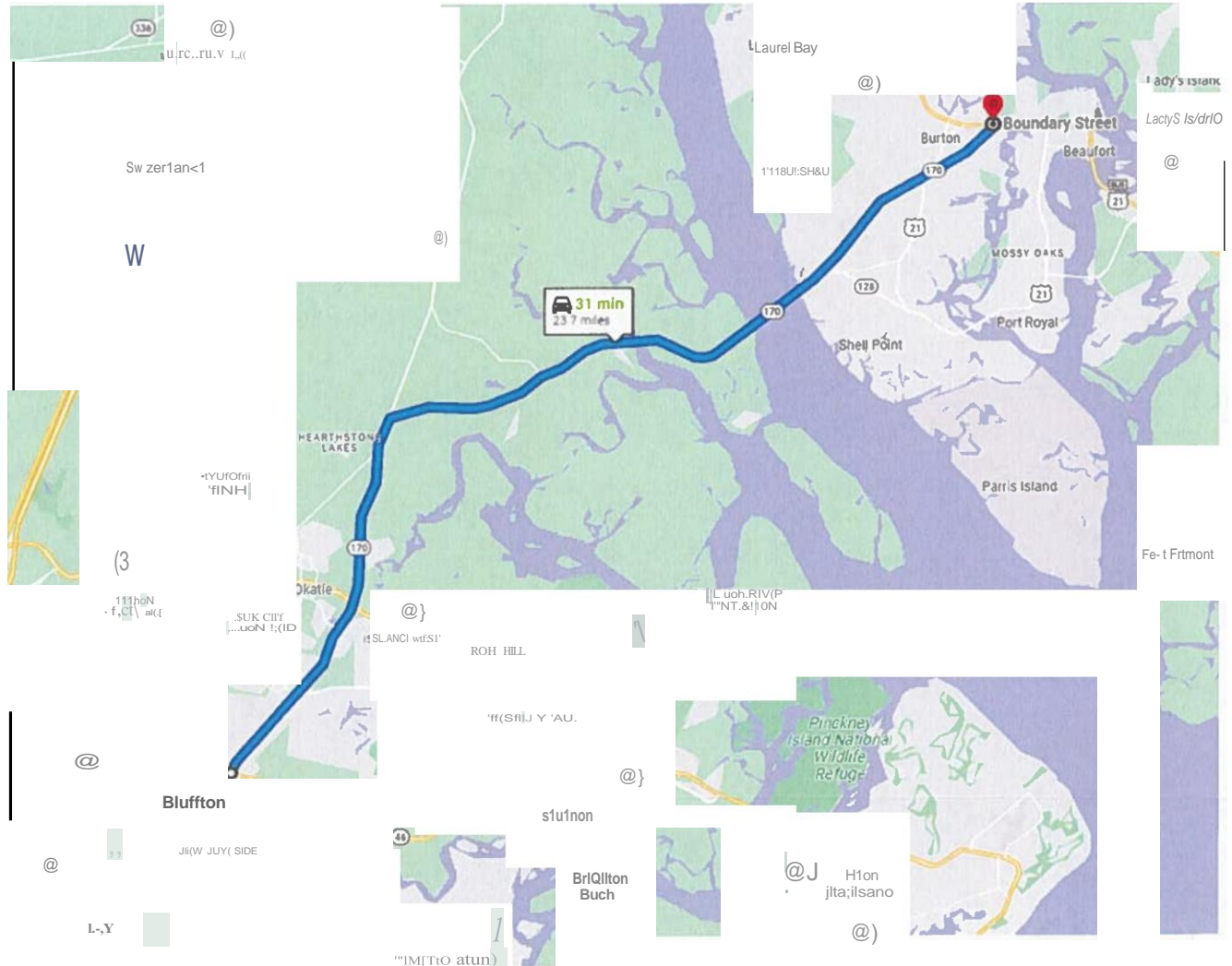
Corridor improvements will also include shared use path accommodations. SC 170 has been identified as part of the East Coast Greenway and an approximately 4.5 mile stretch already exists from SC 46 to US 278.

This project is a LATS study and is being administered by Beaufort County. Funding will be provided through SCDOT's LPA Office. This study will incorporate and evaluate other developed plans. Building on those efforts this study will establish a complete plan for the SC 170 corridor. Coordination will also be conducted during the study with each local government and SCDOT to solicit input and form a consensus on the future of the 24-mile corridor.

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SC 170 Corridor Study

Figure 1 Project Location



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SC 170 Corridor Study

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SC 170 Corridor Study

1. PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination between Beaufort County and the Consultant. Beaufort County and the Consultant will work collaboratively during the entire production process. This task includes coordination and correspondence with Beaufort County, management of study efforts, as well as management of the Consultant's sub-consultants and team members.

1.1. Coordination Meetings

Consultant staff will meet with Beaufort County throughout the duration of the project to discuss project work items and general project coordination.

Assume four (4) meetings [two (2) in-person and two (2) virtual meetings]. The Consultant will prepare meeting agendas and meeting materials as well as record the minutes of each meeting in which it participates and distribute to the appropriate personnel.

1.2. Monthly Invoice / Status Reports

With every monthly invoice, the Consultant's Project Manager will prepare a monthly status report. This report will identify work conducted during that month as well as work anticipated in the upcoming month, along with any items needed from Beaufort County.

1.3. Deliverables

Agendas, meeting materials, and meeting minutes
Invoices and status reports

2. SYSTEM / FACILITY IDENTIFICATION

The Consultant in cooperation with local planners will identify the existing and proposed transportation facilities; roadways (minor collectors, major collectors, arterials, highways, and freeways) and major intersections (unsignalized and signalized); sidewalk and bikeway/path systems and public transit routes (local and from outside the area).

In cooperation with the same parties, the Consultant will also identify existing and proposed land developments within the county; activity centers, neighborhoods, and recreation facilities with the potential to support transit, walking, and bicycling.

2.1. Overview of Previous Work

The Consultant will obtain information concerning planned and approved development projects affecting traffic within the corridor area from LATS, Beaufort County, Jasper County, City of Beaufort, Town of Port Royal, Town

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SC 170 Corridor Study

of Bluffton, City of Hardeeville, and SCOOT. Information concerning projected land uses, zoning and development planning documents will also be obtained.

2.2. Existing Plan Assessment and Coordination

The Consultant will Identify any conflicts or synergy with existing or proposed projects within and adjacent to the planning area, to include, but not be limited to:

- Corridor and New Alternate Feasibility Study - SC 46 / SC 315 from SC 170 to US 17
- Access Management Study - US 278 from 1-95 to Sea Pines Circle
- LCOG SC 170 Corridor Access Management Study - Okatie Center Blvd S to SC 462
- SC 170 Study - SC 46 Roundabout to Four Seasons Blvd
- SC 462 (Lowcountry Dr) Realignment
- SC 170 Study- Castle Rock Road to WK Alston Drive
- SC 170 Study - US 21 (Parris Island Gateway) to US 21 Bus. (Boundary Street)

The Consultant will evaluate which components fit the overall corridor context of this study and which elements may be suitable for revisions. Recommendations from each of these prior projects will be considered.

2.3. Deliverables

- Incorporate future trip generators for final report
- Summarize management systems for final report
- Summarize existing plan assessment for final report

3. DATA COLLECTION

3.1. IMPACTS ANALYSIS

The impacts analysis task will perform a "high-level" identification of the natural environment and human impacts that could likely be affected by any of the candidate SC 170 improvement alternatives. Typical elements to be identified and mapped would include:

- Natural Resources/Endangered Species
- Wetlands/Water Quality
- Farmlands
- Hazardous Materials/Underground Storage Tanks
- Cultural Resources (Historical/ Archaeological)
- Residential/Business Displacements
- Land Use/Community Impacts
- Section 4(f)/6(f) properties

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The above information will be developed through the Consultant research of existing documented materials as well as field visits by the Consultant team. No detailed site exploration work is anticipated in this task. The sensitive resources noted above would be mapped with the study corridor in a GIS format.

3.2. Field Investigation

The Consultant will conduct a field visit to examine the existing roadway conditions and adjacent land use characteristics present within the study area as well as to document any existing deficiencies or safety concerns. Observations may include, but not be limited to, the following: existing speed limits, geometrics, lane assignments, type and length of turn lanes, traffic control, signage, pavement markings, signal configuration, signal design details, signal timings, pedestrian and bicyclist accommodations, clear zone, sight distance, driveway access, and any other pertinent field data or safety concerns.

3.3. Roadway Data Collection

This will include obtaining available roadway plans from SCOOT and local entities to determine geometry, rights-of-way, access management, multimodal facilities, and supporting utilities and infrastructure.

3.4. Land Use Data Collection

Available land use and relevant geographic information system (GIS) data would be provided by Beaufort County, Jasper County, LCOG, and local municipalities. Consultant will gather publicly available GIS data relevant to the study area, and the Consultant will coordinate with local jurisdictions to review future traffic impacts and traffic patterns.

3.5. Crash Data Collection

At the request of Beaufort County, the SCOOT Traffic Office will provide the study with recent crash data from South Carolina Department of Public Safety (SCOPS).

3.6. Traffic Volume Data Collection

The Consultant will obtain class / volume ADT tube counts on a typical weekday while the local public schools are in session at strategic locations along the corridor.

- Seven (7) locations along SC 170 are anticipated.

The Consultant will obtain turning movement counts for capacity analysis in the study area or utilize recent counts from available studies. Turning movement counts will be collected between 7:00 and 9:00 AM and 4:00

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SC 170 Corridor Study

and 6:00 PM in 15-minute intervals on a typical weekday while the local public schools are in session. Forty-four (44) locations along SC 170 are anticipated. Additional turning movement counts for traffic signal warrant analysis are not included.

1. SC 170 at **S-46****
2. SC 170 at Four Seasons Blvd
3. SC 170 at Hulston Landing Rd / Highland Crossing
4. SC 170 at Mill Creek Blvd / Gibbet Rd*
5. SC 170 at Lawton Blvd
6. SC 170 at Bluffton Pkwy*
7. SC 170 at Sun City Blvd*
8. SC 170 at Del Webb Blvd/ Seagrass Station Rd
9. SC 170 at Okatie Center Blvd S
10. SC 170 at US278 EB off/US278 EB On Ramps
11. SC 170 at US 278 EB On Ramp
12. SC 170 at US 278 WB On/Off Ramp*
13. SC 170 at Okatie Center Blvd N / Barrel Landing Rd
14. SC 170 at Commerce Pl W / Commerce Pl E
15. SC 170 at Palmer Grace Dr E
16. SC 170 at Tidewatch Dr*
17. SC 170 at Riverwalk Blvd
18. SC 170 at Pearlstine Dr / Cherry Point Rd*
19. SC 170 at Red Oaks Ln / Malind Bluff Dr
20. SC 170 at Pritcher Point Rd
21. SC 170 at Argent Blvd*
22. SC 170 at Argent Pkwy
23. SC 170 at SC 642 (Lowcountry Dr)*
24. SC 170 at John Paul Catholic School
25. SC 170 at Old Marsh Rd
26. SC 170 at Old Town Rd
27. SC 170 at Camp St Marys Rd
28. SC 170 at Old Baileys Rd
29. SC 170 at Snake Rd / Callawassie Dr*
30. SC 170 at SC 128 (Savannah Hwy)*
31. SC 170 at Broad River Blvd
32. SC 170 at Shadow Moss Dr
33. SC 170 at Castle Rock Rd*
34. SC 170 at Bridges Preparatory School
35. SC 170 at Goethe Hill Rd (west side)
36. SC 170 at Goethe Hill Rd (east side)

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- 37. SC 170 at W K Alston Dr
- 38. SC 170 at US 21 (Parris Island Gateway)*
- 39. SC 170 at Old Jericho Rd
- 40. SC 170 at Burton Hill Rd*
- 41. SC 170 at Andrew Clayton Dr
- 42. SC 170 at Spanish Moss Trail* (pedestrian/bicycle counts)
- 43. SC 170 at Neil Rd
- 44. SC 170 at US 21 Bus (Boundary St)*

* Denotes Signalized Intersection

**Denotes Roundabout

3.7. Existing Transportation Facilities

With the information obtained from the Data Collection Task, the Consultant will perform the following:

- AM/ PM peak capacity analysis, Levels of Service (LOS) for roadway segments and intersections using Syncro Software and report 95th percentile queues
- Arterial analysis to obtain travel time delay using Syncro / SIM traffic or Highway Capacity Software
- Travel cost increase
- Excess delay index and delay ratio

3.8. Deliverables

Deficiencies of the existing transportation system

An analysis that incorporates collected and existing data into future modeling and recommendations

4. DATA ANALYSIS

4.1. Best Practices

The Consultant will assess best practices in travel demand modeling, land use projections, complete streets, access management, travel demand management, and pedestrian and transit planning for possible application to this study.

4.2. MAP-21 / Most Current Federal Guidance

The Consultant will summarize the set of performance measures that address the requirements of the MAP-21 or most current federal guidance. This set of performance measures shall include measures outlined in the current transportation legislation, where a final rule has been established.

- **Safety** - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads

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- **Infrastructure Condition** - To maintain the highway infrastructure asset system in a state of good repair
- **Congestion Reduction** - To achieve a significant reduction in congestion on the National Highway System
- **System Reliability** - To improve the efficiency of the surface transportation system
- **Freight Movement and Economic Vitality** - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development
- **Environmental Sustainability** - To enhance the performance of the transportation system while protecting and enhancing the natural environment
- **Reduced Project Delivery Delays** - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices

4.3. Transit

The Consultant, in cooperation with providers (Lowcountry RTA, Assisted Rides, Neighbor to Neighbor, and SCOOT-OPT for years 2020 to 2045) will determine if and when services are needed. The following will be reviewed:

- Population served
- Existing and future routes
- Stop locations and spacing
- Frequency
- Travel time
- Ridership levels

4.4. Pedestrian and Bike Facilities

The Consultant will assess the quality of the walking environment in developed areas along the corridor. The assessment will consider all existing facilities and recommend improvements consistent with the East Coast Greenway and Beaufort County CONNECTS plans.

4.5. Future Transportation Facilities

With the information obtained from tasks 2, 3, and 4, the Consultant will collect historic AOT data from SCOOT and Lowcountry Regional travel demand model volume projections to establish growth rates in vehicular

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traffic and to forecast Design Year traffic volumes. The design years will be 10 years and 20 years from year 2030, or as directed by Beaufort County. Future scenarios for the AM and PM peak hour:

- 2040 and 2050 No Build
- 2040 and 2050 Build

The following conditions will be evaluated:

- Implementation of recommendations from previous studies
- Trip distribution and traffic assignment
- Design hour volumes (DHV)
- Peak season volumes (ADT)
- Capacity analysis (LOS)
- Traffic operations, including signage and signalization
- Travel time increase (Delay)
- Travel cost increase (vehicle operating cost, time cost, accident cost)
- Excess Delay index and delay ratio
- Addition, deletion and coordination of traffic signals
- Aesthetics
- Ingress / Egress to businesses
- Deficiencies of each scenario
- Network connectivity
- Emergency evacuation
- Induced travel from improvements
- Access management

4.6. Concept Plans

The Consultant will develop design concepts on aerial imagery for the various transportation improvements. This includes developing CAD designs (15-20%) level of detail for the corridor that show the plan view layout of proposed roadway and shared use path improvements, existing right of way and property lines per Beaufort County GIS, and approximate new right of way. The concept plans will be presented on 36" color plots at 1"=100' scale. Where the layout permits, the plots will show the corridor in two rows (upper and lower). Approximately 8 sheets are anticipated for each corridor section.

Based on these design concepts the Consultant will develop an Opinion of Probable Costs (OPC).

4.7. Deliverables

- Summarize best practices for final report
- Summarize performance measures for final report

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SC 170 Corridor Study

Summarize transit data for final report

Summarize ped / bike findings and how bike / ped facilities can be addressed in new development for final report

Develop two scenarios for growth and traffic modeling for final report

Summarize design concepts and cost estimates for final report

5. PUBLIC INVOLVEMENT

The public involvement task has been designed to allow input from the stakeholders and public to the project team as well as the project team to provide information back. The Consultant will develop the following:

5.1. Website

Early in the process, the Consultant will coordinate with the Client team to include a webpage (linked to the Client team's preferred website) dedicated to the SC 170 Corridor Study. The Consultant will create a website or County/LCOG can host a webpage on the County/LCOG's existing website. The website may include materials provided by the Consultant's past presentations, articles, concept designs, meeting schedules/agenda's, project material, survey questions/results and links to other resources. The Client team may also conduct social media posts such as Facebook or Twitter to enhance public awareness of the project.

5.2. Web Based Technology

The Consultant will create an interactive online mapping exercise to solicit public input related to problem areas, needs and potential solutions along the corridor. The interactive online mapping will be hosted for 30 days.

The Consultant will create and host an online (and hardcopy) survey during the outset of the project. The purpose of the survey is to collect information relative to corridor perception, issues, problem areas and desired outcomes. The Client Team/Consultant will administer hard copies of the survey at select meetings to enhance coverage. The online survey will be hosted for 30 days.

5.3. Public Information Meetings

The Consultant will prepare a detailed Public Involvement Plan (PIP) incorporating Beaufort County/ LCOG branding.

There will be three separate public information meetings during this study. These meetings will be designed in the public meeting open house format, with appropriate boards displaying the alternatives and corresponding handout materials.

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The locations for the public meetings will be guided by the stakeholder group and Client Team/Consultant. The three separate public information meetings will be held to cover each of the three corridor sections (Bluffton, Okatie, and Beaufort}.

5.4. LATS Presentation

The Consultant will coordinate and prepare materials for one presentation. It is anticipated that the public presentation will be to LATS presenting study findings and recommended improvements.

5.5. Stakeholder Meetings

The Consultant will be prepared to meet with LATS, Jasper County, City of Beaufort, Town of Port Royal, Town of Bluffton, City of Hardeeville, and SCOOT as applicable to discuss the study. The Consultant will provide plans and project documents to present at the meetings. For scoping purposes, up to twelve (12) meetings are assumed.

With the help of Beaufort County, the Consultant intends to meet with local stakeholders individually or as a group. The first meeting will be in person to describe the process, discuss traffic findings, and tabulate concerns in their governing sections. The second meeting will be virtual where the Consultant and Beaufort County will present the results.

At the conclusion of the local stakeholder coordination the Consultant and Beaufort County will present the results to SCOOT.

5.6. Deliverables

- Website content and updates
- Public Involvement Plan
- Public Information Meeting Staff and Materials
- LATS Presentation Meeting Staff and Materials
- Other meeting staff and materials

6. CORRIDOR STUDY DOCUMENTATION

Prior to conducting detailed analyses of the identified alternatives, the Consultant will review potential alternatives to identify any major challenges that could prevent successful implementation of improvements. This assessment will build off previous planning efforts/local knowledge to ascertain the level of effort required to implement improvements and new roadway connections that would adversely impact adjacent buildings, natural resources, and/or private properties. The traffic data will be studied to determine the anticipated future traffic volumes in the corridor and to assess the need for widening a portion or the entire corridor. The various

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concept plans and cost estimates will be analyzed to determine the most feasible recommendations for this corridor. This Action Plan will provide an implementation strategy based upon measures of effectiveness (LOS, V/C, delay, travel time, speed, queuing. etc.) that prescribes a time-based schedule of improvements (ex: intersection fails in 2030, given a 18 month project schedule, the recommended improvements should be advertised by fall of 2028), overall project costs, and outlines the order of responsibility for funding and implementing (ex: County funds "X" improvement, SCOOT implements; County funds "X" improvement, County implements; or Municipality funds "X" improvement, County implements, etc.)

6.1. Deliverables

Electronic PDF of the draft report will be submitted to Beaufort County for initial review and comment

Electronic PDF copy of the Final report with executive summary and one page fact sheet

7. EXCLUSIONS

The following services are not provided in this scope

- Field Surveys
- Crash Diagram Analysis
- Benefit / Cost Analysis
- Environmental investigations, detailed site exploration work, NEPA, and other permitting
- Utility Coordination
- Grant Writing

SC 170 Corridor Study

Task	Task Description	Budget		Notes
1	Project Management	\$	30,000.00	10 month schedule, 4 meetings
2	System/Facility Identification	\$	25,000.00	review of other studies (7), planned/approved developments (7 entities)
3	Data Collection	\$	60,000.00	44 intersections, 7 tube counts, review of existing plans & corridor, GIS data etc.
4	Data Analysis	\$	135,000.00	
5	Public Involvement	\$	95,000.00	3 Public Meetings, website & updates, LATS presentation, Stakeholder Meetings (12)
6	Corridor Study Documentation	\$	55,000.00	
		\$	400,000.00	

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SCDOT Project No. P042886

EXHIBITB

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



January 12, 2024

Mr. Jared Fralix, PE
 Assisltant County Administrator
 Beauforl County
 I00 Ribaut Road
 Beaufort, South Carolina 29902

RE: Qualification Delermination - Multiple Management Plans

Dear Mr. Fralix:

The South Carolina Depanment of Transporlation (SCOOT) has reviewed lhe County's request and it has been determined lhat the County is qualified to administer the following plans:

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

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

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

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

Sincerely,

£).

LPAA Coordinator

Enclosure

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

G

Post Office Box 191
 Columbia, South Carolina 29202-0191

Phone: (803) 737-2314
 TTY: (803) 737-3870

AN EQUAL OPPORTUNITY
 AFFIRMATIVE ACTION EMPLOYER

EXHIBIT C
CERTIFICATION OF PROCUREMENT

1. The undersigned is the duly authorized representative of

(hereinafter referred to as "the SUBRECIPIENT").

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

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

Signature

Name

Title

Date

PLA 51-24

SCOOT Project No. P042886

EXHIBITD

STANDARD CONSULTANT AGREEMENT

AGREEMENT AND CONTRACT FOR
BETWEEN

AND

SECTION I. GENERAL RECITALS

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

WITNESSETH:

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

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

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

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

SECTION JI. SCOPE OF SERVICES REQUIRED OF CONSULTANT

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

8. GENERAL STATEMENT OF CONSULTANT'S ASSIGNMENT. For the heretofore described project, Consultant will provide engineering services as described in ATTACHMENT "A." SCOPE OF SERVICES AND SCHEDULE, attached hereto and specifically made a part of this Agreement. Work and liaison will be performed by Consultant through its _____ office in _____.
- C. CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. and Consultant may agree to have Project plans and specifications provided for by "Certification." A "Certification Agreement" is attached hereto and specifically made a part hereof. The "Certification" will be executed if agreed by the Parties as applicable.

SECTION III. SERVICES OF

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

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

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

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

SECTION V. FEE AND COSTS

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

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

[or]

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

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

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

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

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

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

In accordance with FAR 3 I .205-46(a)(2), lodging, meals, and incidental costs must be disallowed to the extent that, on a daily basis, they exceed the Federal Travel Regulation (FTR) per diem rates.

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

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

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

- E. **INDIRECT RATE:** Consultant and its subconsultants shall comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCDOT's policy concerning FHWA Order 4470.IA, (dated October 27, 2010). This memorandum and FHW A Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCDOT.

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

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

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

- F. **NON-ALLOWABLE COST.** _____ shall not reimburse Consultant for any expenses relating to business development activities, attendance at any special event, function, or ceremony where attendance is for social purposes. This does not include special events, functions, or a ceremony in which a written ___ request and approval has been given to Consultant to attend for the purposes of speaking and/or presenting, or assisting staff with preparation and delivery of the function. Consultants are required to certify compliance with this paragraph on all invoices.

- G. **TOTAL COMPENSATION.** The amount of compensation set forth in ATTACHMENT "C." ENGINEERING FEE of this Agreement shall be the maximum payable by _____ without prior written authorization from _____ and, if applicable, SCOOT to increase the amount. Any such increase will also be subject to the approval of FHWA if federal funds are involved.

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

[or]

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

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

- H. **COST RECORDS.** Consultant, and its authorized subconsultants, shall maintain cost records in such manner as to comply with the policies set forth in "Procurement, Management, and Administration of Engineering and Design Related Services" (23 CFR 172), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR 200), and other directives as appropriate.

- I. **PURCHASE AND RENTAL/LEASE.** _____ considers that Consultant should have the necessary equipment and other items to perform consultant work described in the scope of services. In those cases where it becomes necessary to purchase, lease, or rent equipment or other items with project funds, prior written _____ approval is

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

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

SECTION VI. MODE OF PAYMENT

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

ACCEPTABLE INVOICES. _____ considers an acceptable invoice to include:

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

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

B. PROMPT PAYMENT CLAUSE.

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

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

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

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

SECTION VII. GENERAL PROVISIONS

_____ and Consultant mutually agree as follows:

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

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

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

- B. **INFORMATION TECHNOLOGY.** All program management systems, software, or information technology products developed or utilized by Consultant for the project shall be able to interface with information technology systems utilized by _____ or SCOOT, as applicable. All systems, software, or information technology developed for this project shall become the sole property of _____ upon Contract completion, including any source code. No program management systems, software, or information technology products produced in whole or in part under this Agreement will be subject to copyright by Consultant.

_____ shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, all program management systems, software, or information technology products prepared by Consultant, or its subconsultants, under this Agreement.

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

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

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

C. FINDINGS CONFIDENTIAL. Any reports, information, data, etc. furnished to or prepared or assembled by Consultant under this Agreement which _____ requests to be kept as confidential will not be made available to any individual or organization by Consultant without prior written approval of _____

D. REQUIREMENTS FOR CHECKING AND REVIEWING OF PLANS. It is Consultant's responsibility to produce plans that conform with all specifications, guidelines, and requirements stated in this Agreement unless a specific deviation has been requested in writing and approved by _____ and, if applicable, SCOOT and FHW A. All plans, whether preliminary or final, submitted to _____ shall have been checked in their entirety for completeness, correctness, accuracy, and consistency with other details in all respects, and shall have been thoroughly reviewed by Consultant to be in compliance with these requirements prior to submission to _____

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

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

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

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

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

- E. **PROGRESS.** Consultant shall at all times work closely with the designated representatives of _____ and shall keep them fully advised as to the status of the work. Consultant or his authorized representative will be present at all conferences, field inspections, and other meetings as may be requested by _____. Conferences or consultations may be called at any time by either party to this Agreement. The plans and work of Consultant will be available to _____ and, if applicable, to appropriate representatives of SCOOT and FHWA for review at all times.
- F. **QUALITY CONTROL.** All work by Consultant is to be done in a manner satisfactory to _____ and in accordance with the established customs, practices, and procedures of _____, SCOOT, the State of South Carolina, FHWA, including compliance with applicable sections of the SCDOT/FHWA STEWARDSHIP AND OVERSIGHT PLAN, dated June 2014 (included herein by reference) and any revisions thereto, and in conformity with the standards adopted by the American Associations of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109-8, as amended. For work involving the development of plans, Consultant shall implement all necessary quality control measures to produce plans that conform to SCDOT and FHWA guidelines and standard, including the aforementioned. Prior to submittal to _____, all plans shall be thoroughly reviewed by Consultant for completeness, correctness, accuracy, and consistency with the aforementioned requirements. Plan sheets shall be initialed as applicable by both the preparer and the reviewer to indicate appropriate quality reviews have been completed. Consultant shall maintain copies of any quality control documents, including check prints, throughout the duration of the project, with them becoming part of the official file, and shall submit copies of these to _____ upon request.
- G. **INSPECTION OF WORK.** _____ and, if applicable, SCOOT and FHWA shall have access to and the right to inspect all project work and materials during regular business hours of Consultant. Consultant and its subconsultants shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at their respective offices at reasonable times during the Contract period and for three years from date of final payment under the Contract for inspection by any authorized representative of _____

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

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

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

K. TERMINATION OF AGREEMENT.

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

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

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

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

- P. ETHICS ACT. By execution of this Agreement, Consultant certifies Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8-13-705, (b) Recovery of kickbacks - Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential information - Section 8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - Section 8-13-1150, (f) Solicitation of state employees - Sections 8-13-755, 8-13-760 and 8-13-725.
- Q. DRUG-FREE WORK PLACE CERTIFICATION. By execution of this Agreement, Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- R. OTHER CERTIFICATIONS. In addition to the certification indicated above, _____ and Consultant shall execute the certifications contained in EXHIBIT "I" CERTIFICATIONS. These certifications are incorporated and made a part of this Agreement.

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

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

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

T. DISADVANTAGED BUSINESS ENTERPRISES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- BB. ENERGY POLICY AND CONSERVATION ACT. Consultant should comply with standards and policies relating to energy efficiency contained in the Plan for State Energy Policy (S.C. Code §§ 48-52-210, et seq.).
- CC. PROCUREMENT OF RECOVERED MATERIALS. Consultant should comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- DD. IRAN DIVESTMENT ACT. Consultant shall certify compliance to the following:
- I. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to S.C. Code § 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The attached representation, which is required by Section 11-57-330(A), is a material inducement for _____ to award a contract to you. (b) By signing this Certification, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the _____ immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
 2. ONGOING OBLIGATIONS: (a) You must notify _____ immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with S.C. Code § 11-57-330(8), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- EE. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- FF. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the Parties and, except for Contract Modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the Parties relating to this work. The execution of this Agreement by the Parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Consultant Name

Witness

By: _____
(Signature)

Title: _____

[Local Government]

Witness

By: _____
[Title]

EXHIBIT "I"
CERTIFICATIONS

**ENGINEER CERTIFICATION FOR
PROJECT PLANS AND SPECIFICATIONS**

Consultant's Name: _____

Route Number: _____

File Number: _____

Project Number: _____

Project Description: _____

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

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

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

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

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

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

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

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

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

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

Date: _____

Consultant Firm: _____

Name (Print): _____

Title: _____

Signature: _____

CERTIFICATION OF CONSULTANT

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

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

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

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

Date: _____

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

CERTIFICATION OF

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

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

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

Date: _____

Agency Name: _____

Name (Print): _____

Title: _____

Signature: _____

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Date: _____

Agency Name: _____

Name (Print): _____

Title: _____

Signature: _____

Date: _____

Consultant Firm: _____

Name (Print): _____

Title: _____

Signature: _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CONSULTANT COMMITMENT SHEET

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

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

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

BASED ON THE ABOVE, CONSULTANT'S TOTAL COMMITMENT FOR THIS CONTRACT: --- %

THE CONTRACT DBE GOAL LISTED IN PART A OF THE SUPPLEMENTAL SPECIFICATION: %

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

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

SWORN to before me this _____
day of _____, 20

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

Consultant

By: _____

Title: _____

ATTACHMENT "A" II
SCOPE OF SERVICES
AND SCHEDULE

ATTACHMENT "B"
SERVICES OF

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

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

ATTACHMENT "C"
ENGINEERING FEE



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

ITEM TITLE:
RECOMMENDATION OF APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS COOLER TRACT B
MEETING NAME AND DATE:
Finance Committee; August 19, 2024
PRESENTER INFORMATION:
Brittany Ward, County Attorney for Administration and Departments Jared Fralix, ACA for Engineering (10 minutes)
ITEM BACKGROUND:
SC 170 is one of the major corridors in the County with some of the highest traffic volumes in the region. As the area continues to grow, additional traffic will add to existing pressures on the roadway. In 2019, Lowcountry Area Transportation Study (LATS) finalized an access management plan for this section of SC 170 (from US 278 to SC 462) that provided recommendations for future improvements for the roadway. Beaufort County is currently working to advance those recommendations into the design phase for The Triangle Project (SC 170, US 278, and Argent Blvd). The Triangle project is listed on the proposed 2024 Sales Tax Referendum
PROJECT / ITEM NARRATIVE:
A 2.81-acre parcel at the corner of SC 170 and SC 462 known as Cooler Tract B (TMS R600-008-000-0625-0000) is currently on the market for sale. Although the final improvements at this intersection are undetermined at this time, it is envisioned that the planned roadway improvements that will be part of The Triangle project would require significant right-of-way acquisition along this parcel. Should the parcel be sold for development purposes and constructed upon, the potential right-of-way impacts may have significant adverse impacts to the development a may be rendered a total acquisition for the project at a much higher value the current undeveloped status of the property. Per recent appraisal obtained by the County, the appraised value is \$1,140,000.
FISCAL IMPACT:
The cost of the purchase is be the appraisal value, \$1,140,000, plus closing costs. Funding for this project is Land Purchase account 4000-80-1000-54400 with a balance of \$3,000,000.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to purchase the real property known as Cooler Tract B for the appraisal value and associated closing costs.
OPTIONS FOR COUNCIL MOTION:
Motion to purchase the real property known as Cooler Tract B for the appraisal value and associated closing costs.
Motion to approve/deny an ordinance authorizing the County Administrator to execute the necessary documents, provide funding for the purchase of real property identified Cooler Tract B.

ORDINANCE 2024/_____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS COOLER TRACT B**

WHEREAS, Lowcountry Area Transportation Study (“LATS”) in 2019 finalized an access management report for South Carolina Highway 170 (“SC 170”), from US Highway 278 (“US 278”) to South Carolina Highway 462 (“SC 462”); and

WHEREAS, the access management report provided recommendations on SC 170 to improve safety and capacity; and

WHEREAS, Beaufort County (“County”) consolidated the recommendations from the SC 170 LATS report with similar reports for US 278 and Argent Blvd. to develop a roadway improvements project known as The Triangle Project (“Project”); and

WHEREAS, the Project is in the preliminary stages and the design is not finalized, but it is known there will be significant right-of-way impacts needed to provide for the planned improvements; and

WHEREAS, the Cooler Tract B parcel (TMS R600-008-000-0625-0000) is within the Project limits of and is expected to incur significant right-of-way impacts along the entire SC 170; and

WHEREAS, the Cooler Tract B parcel is currently undeveloped and is on the market for sale; and

WHEREAS, the County has negotiated terms for the sale and purchase of the Property and the County agrees to purchase the Property at fair market value in the amount of \$1,140,000 plus closing costs with funds from the General Fund-Land Purchase.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizing the County Administrator to execute the necessary documents and provide funding in the amount of \$1,140,000 plus closing costs from the General Fund-Land Purchase Fund for the purchase of real property known as Cooler Tract B.

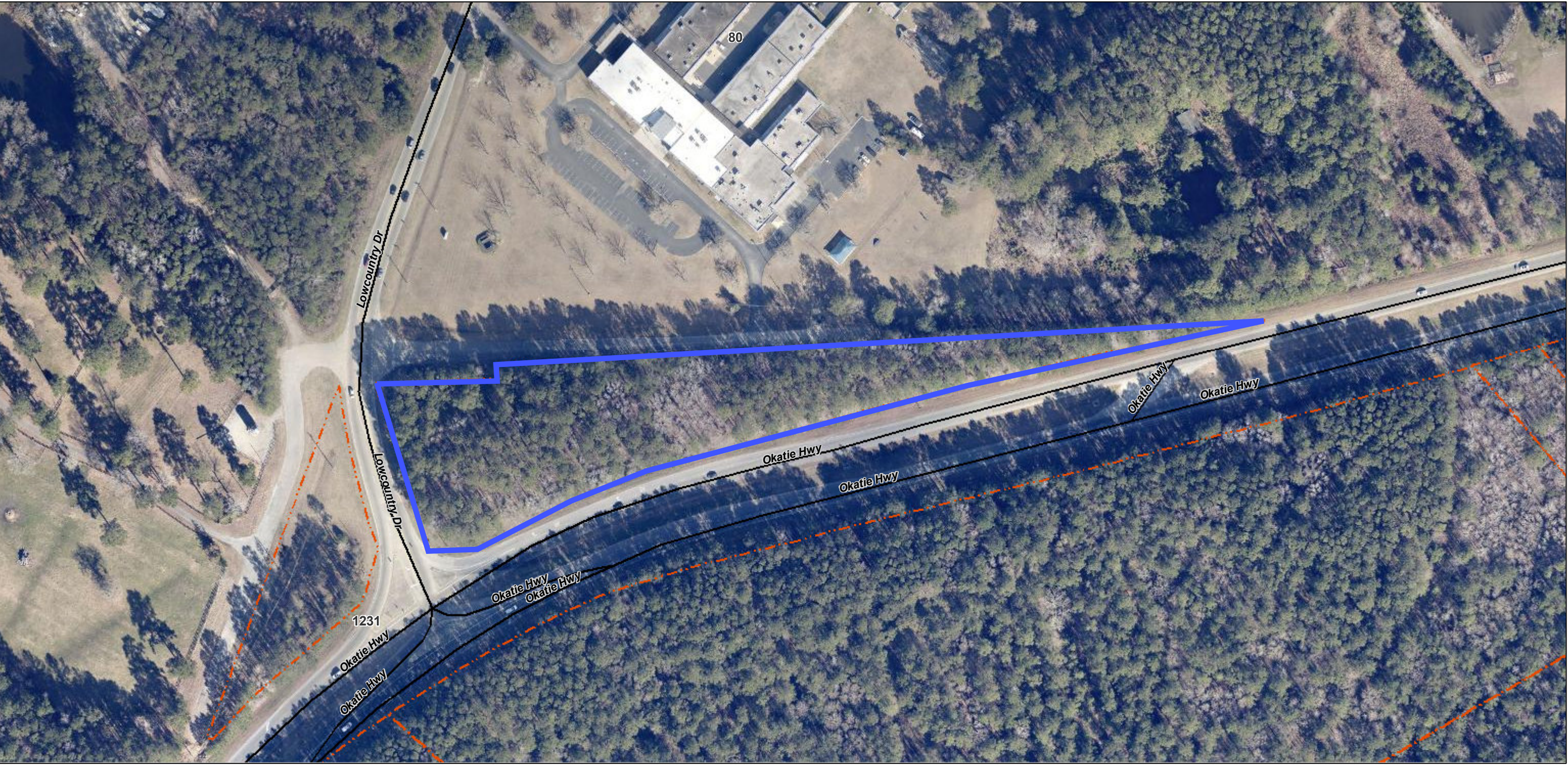
DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



80

Lowcountry Dr

Lowcountry Dr

1231

Okatie Hwy
Okatie Hwy

Okatie Hwy
Okatie Hwy

Okatie Hwy

Okatie Hwy

Okatie Hwy

Okatie Hwy



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 13.

ITEM TITLE:
Recommend Approval of Contract Award to Wood & Partners for IFB #030524 Camp St. Mary's Park A&E Services (\$284,150)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – August 26, 2024
PRESENTER INFORMATION:
Hank Amundson, Special Assistant to the Administrator (5 mins)
ITEM BACKGROUND:
<p>Beaufort County requested proposals for A&E services at Camp St. Mary's on 3/5/24 for the design of a passive park. Three proposals were received and evaluated by Staff, Kimley-Horn, MRB Group, and Wood & Partners. Final scoring identified Wood & Partners as the best suited firm and Fee negotiations resulted in a final fee of \$284,150.00</p> <p>County Staff have reviewed the bid submittal and found the prices to be fair and reasonable.</p>
PROJECT / ITEM NARRATIVE:
<p>The park design will include a new restroom facility, walking trail and parking. The total funds requested are the A&E Fee amount of \$284,150 plus a 10% contingency (\$28,415) bringing the total request to \$312,565.</p> <p>Purchasing has not submitted a draft contract to Legal. This will occur after contract award.</p>
FISCAL IMPACT:
Funding comes from the Passive Parks Bond Fund (4502-80-0000-54420). The FY25 account balance is \$3,559,180.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of contract to Wood & Partners for award of IFB #030524 in the amount of \$284,150 plus a 10% contingency (\$28,415) bringing the total request to \$312,565
OPTIONS FOR COUNCIL MOTION:
<p>Motion to approve/deny recommendation of award to Wood & Partners for IFB #030524 Camp St. Mary's building demolition.</p> <p><i>Next Step: Move forward to County Council to award to Wood & Partners for IFB #030524 Camp St. Mary's building demolition.</i></p>



June 28, 2024

Victoria Moyer, Deputy Director
Beaufort County Procurement Services
C/O Beaufort County Passive Parks Department
P.O. Drawer 1228
Beaufort, SC 29901-1228

Re: Proposal for Schematic Design through Construction Phase Services for Camp St. Mary's Park

Via Email: Victoria.moyer@bcgov.net; SNagid@bcgov.net

Dear Victoria:

We have prepared the following proposal to provide Schematic Design through Limited Construction Phase Services for Camp St. Mary's Park, the County-owned parcel located on the Okatie River. This proposal outlines the Scope of Services and Compensation, as well as the Client's responsibilities. The Agreement Terms, Conditions and Hourly Rates below apply to this agreement. It is our understanding that the Client is Beaufort County's Passive Parks Department (Client). Wood+Partners (WP) is the consultant to provide services as outlined below.

Wood+Partners will serve as Prime Consultant for this project and will provide project management and Landscape Architectural services. This proposal also includes civil engineering services provided by Ward Edwards; Architecture by Parker Design Group; Structural Engineering by Shearlock Engineering; and Mechanical, Electrical and Plumbing by Dalon Engineering. Dalon will also provide Site Electrical Engineering. Supplemental Services will be provided by Newkirk Environmental Consultants for wetlands and critical line delineation; Whitaker Labs for geotechnical engineering; and Atlas for surveying.

A. General:

1. The general scope of work for this proposal will begin with assembly of wetlands/critical line delineation, a survey, and a geotechnical report for use by the design team. Information collected will be as required by permitting and review agencies for permitting to follow. preparation of a statement of probable cost to be used in finalizing project scope; coordination, communication, and reviews with the County's Project Manager; coordination with the project civil engineer to obtain and respond to input and comments from permitting and review agencies; preparation of 50% and 100% construction documents suitable for public bidding. It is understood that the County will provide bidding services (with exception of providing responses to bidding questions). Limited bidding and construction phase services are proposed and NPDES monitoring is excluded.
2. The scope of work will include the following elements:
 - a. Improvements to existing entry drive and drive aisle;
 - b. Defined parking to include ADA spaces;
 - c. New drop-off area with kayak lay-down area and bollards;
 - d. New fencing and repairs to existing chain link fence;
 - e. Open air, exposed truss shelter;
 - f. Restrooms;
 - g. Controlled vehicular access gate with timer;
 - h. Arbor swings; and
 - i. Site furnishings to include drinking fountain.
3. As public water and sewer are not available nearby, public water and sewer mains will not be designed or permitted. Instead, design of a new well and septic system for the restrooms and picnic shelter will be included. Water for fire protection, irrigation supply and water to the existing dock are not anticipated or included.
4. This proposal includes wetland and critical line flagging for pickup by surveyor as well as submittal to and coordination with the US Army Corps of Engineers to obtain jurisdictional determination.



5. This proposal also includes preparation of an existing conditions survey and a geotechnical report to be used for preparation of stormwater improvements and a new septic system.
6. The procurement and delivery method for the project is to be competitive public bidding in a single bid package that will include the items as outline above. WP will coordinate with and utilize the County's standard procurement documents and bidding process to prepare bid documents.

B. Schematic Design & Statement of Probable Costs:

1. Based on an approved Camp St. Mary's Conceptual Master Plan (dated Jan. 17, 2024) the design team will prepare Schematic Design (SD) documents for the Client's approval. The documents shall illustrate and describe the development of the approved Master Plan and shall consist of drawings and other documents including plans and typical construction details to fix and describe the size and character of the Project. The documents shall also include identification of major materials and systems, establishing their general quality levels.
2. The design team shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the plans.
3. Prepare preliminary drainage calculations for purposes of estimating bioretention size and fulfilling SoLoCo compliance calculator water quality requirements.
4. Coordinate with design team to obtain necessary documents and input for completion of SD documents.
5. Complete updated Statement of Probable costs.
6. Meet with Client to review Schematic Design Documents and obtain input.
7. Following review of Schematic Design documents, a revised CAD plan will be created for use by the design team.
8. Prepare for and attend Beaufort County Staff Review Team (SRT) pre-application meeting in Beaufort and investigate design parameters (Beaufort County MS4, SCDOT, Fire Marshal). (Landscape Architect and Civil Engineer)
9. Utilizing Schematic Design documents, submit to SCDHEC- OCRM Coastal Zone Consistency (CZC) to "get in line" for project review/permitting.

C. Preparation of Construction Documents & Required Permitting:

1. Based on approved Schematic Design and input received, prepare 60% construction documents.
 - a. Coordinate with other design team consultants to include civil engineer, site electrical engineer and architect.
 - b. Initial 60% documents will include preliminary site layout, plant massing, pavement and other critical details such as walks, entry area, project ID sign; fencing; preliminary tree removal and mitigation requirements; preliminary utilities; preliminary grading; and storm drainage, etc.
 - c. Update Statement of Probable Costs to reflect modified plans.
 - d. Conduct project review of 60% documents with Client.
 - e. Begin submittal and coordination to obtain required permits including:
 - (1) TOHHI MS4 delegated review for SC OCRM (Stormwater)
 - (2) CZC follow-up and check-in
 - (3) SCDOT Encroachment permit
 - (4) Courtesy documents to Power and Telecom providers to coordinate conduit locations
 - (5) Local Fire District
 - (6) Beaufort County Staff Review Team (SRT) Conceptual and Final
 - f. Prepare a conventional septic system and well design to include related soil and groundwater testing and obtain necessary SCDHEC permitting.
2. Based on input received, prepare 100% bid documents to include final plans and written specifications in the form of a Project Manual.
 - a. Drawings to include site layout; tree removal & preservation plans; demolition plans; layout & staking plans; grading plans and pavement sections; sedimentation and soil erosion control plans; septic and well design; civil details; site electrical plans, lighting details & photometrics; architectural plans and details;



MEP (architectural) plans; structural details; project ID signage; planting plans; site furnishings; and construction details.

- b. Prepare design calculations and reports associated with civil plans. Reports include:
 - (1) Stormwater Management calculations
 - (2) Drainage Pipe Calculations
- c. Update Statement of Probable Costs.
- d. Conduct review of 100% documents with Client.
- e. Coordinate with design team to consolidate plans; address County input and permitting comments; and issue final bid documents to County Procurement for issuance to bidders.

D. Limited Bidding and Construction Phase Services

1. With the exception of items indicated as fixed fee services below, our team will assist the County with procurement, bidding and construction phase on an “as needed (hourly) consulting basis”.
2. “As needed” requests for services will be made by the County to Wood+Partners and billed against the established hourly budget estimate listed below. Requests in excess of the budget estimate will require a scope amendment.
3. NPDES weekly inspections/monitoring will be provided and documented by the County in accordance with State regulations, and are not included in this estimate.
4. Support County during construction phase (estimated/budgeted at 6 months) by providing the following fixed fee (civil) services:
 - a. One civil site visit per month (total of 6 visits for civil engineer) to become familiar with the contractor’s progress and quality of work and determine if it is proceeding in accordance with contract documents.
 - b. Prepare civil punch list of identified design deficiencies requiring corrective action.
 - c. Review stormwater as-built survey prepared by contractor’s licensed surveyor.
 - d. Provide final engineer’s letter for applicable agencies.
 - e. Request final site inspection from Beaufort County.
 - f. Prepare and submit civil closeout submittal packages to agencies with jurisdiction over the project. Needed documents may include notarized signatures, bonds, easements and/or deed(s) from County and Contractor.
 - g. Receive and respond to comments received from agencies after initial close-out package submittal.

E. Subsequent and/or Additional Services:

The following subsequent services may be requested and, if so, shall be considered additional services:

1. Preparing additional concept studies.
2. Providing additional imagery such as 3-D perspectives.
3. Providing environmental consulting services for elements such as endangered species, archaeology, asbestos or hazardous waste, etc.
4. Providing regional system stormwater calculations.
5. Attending meetings with local planning staff, SCDOT or other review authorities other than those defined above.
6. NPDES monitoring and reporting.
7. Attending Stakeholder, user group or community input meetings other than those defined above.
8. Providing bidding tables or schedule of values.
9. Providing the services of an arborist.
10. Attending more trips, meetings, or providing other services than listed above.

F. Hourly Rates:

Wood+Partners (WP) shall provide planning and landscape architectural services and shall serve as the Consultant listed herein.

1. For additional services provided on a time and material / hourly basis, compensation shall be at the following hourly rates (effective May 9, 2023):

Partner/President.....	\$220.00
Sr. Principal.....	\$180.00



Principal.....	\$170.00
Senior Project Manager.....	\$155.00
Project Manager	\$130.00
Landscape Architect/Sr. Planner	\$115.00
Landscape Architect/Planner	\$ 95.00
Project Planner	\$ 90.00
Administrative/Controller.....	\$ 90.00
Administrative/Marketing Coordinator	\$ 90.00

2. For Consultant's Hourly Additional Services compensation shall be at the following hourly rates:

Architect, Partner.....	\$200.00
Principal (Civil).....	\$235.00
Project Manager (Civil)	\$195.00
Lead Engineer (Civil).....	\$175.00
Construction Consultant (Civil).....	\$160.00
Engineering Technician (Civil)	\$130.00
Senior Engineer P.E.(Site Electrical/MPE).....	\$150.00
Lead Structural P.E.....	\$225.00

G. Compensation & Expenses:

Compensation for this project shall be on a lump sum basis. Fees for proposed services are as outline below, plus reimbursable expenses and shall be billed monthly on a percent complete basis for each phase of service as follows:

1. Schematic Design & Updated Statement of Probable Costs (Fixed Fee)	\$ 40,000
2. Construction Document Services (60 & 100%- Fixed Fee)	\$142,000
3. Permitting Services (Fixed Fee).....	\$ 39,000
4. Hourly "As Needed" Bidding & Construction Phase (Budget Estimate)	\$ 18,000
5. Limited Construction Phase Services (Fixed Fee)	\$ 15,000
6. Environmental Consulting Services (Fixed Fee).....	\$ 3,000
7. Subsurface & Geotechnical Evaluation Services (Fixed Fee)	\$ 4,750
8. Land Surveying Services (Fixed Fee).....	\$ 22,400

Reimbursable expenses are in addition to the fees outlined above. Reimbursable expenses are estimated but not guaranteed to be \$10,000 .

Thank you for the opportunity to work with you on this project. Please let me know if you have any questions about the services outlined above. As an act of acceptance please sign this agreement, scan and email a copy to us.

Sincerely,

Wood+Partners

Client

Beaufort County, South Carolina

,LS

Accepted

,LS

Name: Kyle Theodore, PLA, ASLA

Name: _____

Title: Vice President

Title: _____

Date: June 28, 2024

Date: _____

Cc: Trey Griffin, PLA, ASLA, Principal



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 14.

ITEM TITLE:

Recommend Approval of Contract Award to Wilma's Tank & Pump Company for IFB #061124 Camp St. Mary's Building Demolition (\$135,080).

MEETING NAME AND DATE:

Public Facilities and Safety Committee – August 26, 2024

PRESENTER INFORMATION:

Hank Amundson, Special Assistant to the Administrator (5 mins)

ITEM BACKGROUND:

Beaufort County requested bids for the demolition phase of Camp St. Mary's on 6/11/24. Two Bids were received, and Wilma's Tank & Pump Company was the low bidder with a bid of \$122,800.00. Purchasing Staff has reviewed the bid submittal and found the prices to be fair and reasonable.

PROJECT / ITEM NARRATIVE:

Demolition at the Camp St. Mary's Park project includes demolition of the seven remaining structures on the site. The total funds requested are the bid amount of \$122,800 plus a 10% contingency (\$12,280) bringing the total request to \$135,080. This is a Fixed Fee award.

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

FISCAL IMPACT:

Funding comes from the Passive Parks Bond Fund (4502-80-0000-54420). The FY25 account balance is \$3,559,180.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of contract to Wilma's Tank & Pump Company for award of IFB #061124 in the amount of \$135,080 including contingency.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of award to Wilma's Tank & Pump Company for IFB #061124 Camp St. Mary's building demolition.

Next Step: move forward to County Council on September 9, 2024 to award to Wilma's Tank & Pump Company for IFB #061124 Camp St. Mary's building demolition.



Project Name:	Camp St. Mary Demolition
Project Number:	IFB 061124
Project Budget:	
Bid Opening Date:	11-Jun-24
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

[illegible]

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

David L. Thomas
Bid Administrator Signature

Victoria Moyer
Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

ITEM TITLE:

RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A SOLID WASTE MANAGEMENT GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (DES) FOR \$115,750.00

MEETING NAME AND DATE:

Public Facilities & Safety Committee August 19th, 2024

PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Engineering
Dave Wilhelm, Interim Public Works Director (Alternate)
Time needed for discussion = 5 minutes

ITEM BACKGROUND:

Beaufort County's Solid Waste & Recycling Department applied for the FY25 SC DES Solid Waste Management Grant on April 5, 2024. The grant was offered for solid waste management, recycling, and special projects. Beaufort County has an existing recycling program and education campaign. The funds will assist in implementing education and outreach activities as well as offsetting the costs of implementing the compost pilot program.

PROJECT / ITEM NARRATIVE:

The FY25 SC DES Solid Waste Management Grant was awarded to Beaufort County on 7/1/2024. The DES funds will be used to promote the education and outreach efforts of the department and to offset the costs of capital equipment needed for the compost pilot program.

FISCAL IMPACT:

This is a reimbursement grant. All qualifying expenses will be submitted for reimbursement up to \$115,750.00. Funds have been budgeted for in FY25.

Solid Waste account: 2555-90-1340-57130-SWREC

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of a resolution authorizing the County Administrator to accept the Solid Waste Management Grant award from the South Carolina Department of Environmental Services for \$115,750.

OPTIONS FOR COUNCIL MOTION:

Motion to approve /deny/amend a resolution authorizing the Interim County Administrator to accept the Solid Waste Management Grant award from the South Carolina Department of Environmental Services for \$115,750.

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

RESOLUTION 2024 /__**A RESOLUTION TO ACCEPT THE FY2025 SOLID WASTE MANAGEMENT GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES FOR THE AMOUNT OF \$115,750.00 FOR RECYCLING EDUCATION AND WASTE DIVERSION**

WHEREAS Beaufort County Solid Waste and Recycling Department applied for funding to meet South Carolina Waste Diversion goals on April 5, 2024 for the amount of \$115,750.00; and

WHEREAS Beaufort County Solid Waste and Recycling was awarded \$115,750.00 from the South Carolina Department of Environmental Services, and

WHEREAS Beaufort County will execute the grant's requirements during the duration of the project while completing all applicable reporting. The purpose of the grant is to provide local governments assistance in waste diversion and recycling. The grant is a reimbursement grant and a 100% grant with no requirement to match funds. Grant funds will assist in implementing education and outreach activities as well as offsetting the costs of securing equipment for the compost pilot program.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA hereby approves the acceptance of the FY2025 Solid Waste Management grant from the South Carolina Department of Environmental Services for the amount of \$115,750.00 for the Beaufort County solid waste program.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



July 1, 2024

John Robinson
Beaufort County
PO Box 1228
Beaufort, SC 29901

Dear John Robinson,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Beaufort County has been awarded a FY25 Solid Waste Grant. **Attached, please find the original grant agreement. This must be signed and returned to our Office within ten (10) days.**

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, **all items, other than contractor costs, must be requisitioned, purchased or procured no later than 90-days prior to the close of the grant.** In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than December 1, 2024.**

To accept the offer of this award, **please print and sign the grant agreement then return the pdf of your signed grant agreement to our office via email.** You may not begin work under the terms of your grant until the office is in possession of the signed grant agreement. The office will send you an email notification when we receive the signed grant agreement. Please send the pdf of your signed grant agreement to my attention at SWGRANTS@des.sc.gov.

Congratulations on your award. Please contact Grace Anne Martin at 803-898-0998. if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Respectfully,

Grace Anne Martin
Environmental Health Manager III

Cc: Chloe McGuigan



SC DEPARTMENT of
**ENVIRONMENTAL
SERVICES**

SOLID WASTE MANAGEMENT GRANT AGREEMENT

Section 44-96-130, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	Beaufort County PO Box 1228 Beaufort, SC 29901
Grant Number:	07SW25
Grant Execution Date:	Upon the final signature on this grant agreement.
Grant Ending Date:	June 30, 2025
Grant Amount:	\$115,750.00
Authorized Representative:	John Robinson (843) 263-0650 jrobinson@bcgov.net
Contact Person:	Chloee McGuigan (843) 255-2823 Chloee.mcguigan@bcgov.net
Financial Officer:	Denise Christmas (843) 255-2297 denise.christmas@bcgov.net

DEPARTMENT OF ENVIRONMENTAL SERVICES
GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The South Carolina Department of Environmental Services (SCDES), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for solid waste management projects approved for expenditure of funds under the Solid Waste Management Grant Program. The Solid Waste Management Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Beaufort County submitted to the Office on or about April 5, 2024 an application for Solid Waste Management grant funds.

A maximum of \$115,750.00 inclusive of all costs will be granted for this project to the government of Beaufort County (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds will be used to purchase quad-stream bins and compartmentalized roll-off containers. Funds will also be used for public outreach and professional development. Beaufort County is also awarded the Creativity in Solid Waste Management grant in order to purchase a compost screener and mulcher/grinder to assist in their new compost program.

All purchases made under the scope of the grant, with the exception of contractor costs and professional development, must be requisitioned, purchased or procured no later than 90-days prior to the end of the grant, unless otherwise approved by the Office.

BUDGET:

Solid Waste General Recycling (category 1):	\$ 10,000.00
Creativity in Solid Waste Management (category 2):	\$100,000.00
Public Education:	\$ 5,000.00
Professional Development:	\$ 750.00

Funds for public education will be used for promotional activities to include design, printing, and distribution of materials. All expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests must be submitted to the Office no later than December 1, 2024.

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and total annual tonnages for all materials collected as a result of this grant will be reported in the quarterly progress reports.

C. EFFECTIVE DATES

The term of this grant is upon the date of the final signature through June 30, 2025. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2024 and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the tonnages of recyclable materials recovered.
3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to SCDES.
4. The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.
2. Reimbursement of the Grantee's travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.

[REFERENCE: <https://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>]

The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.

The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within forty-five (45) days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.

4. NO INTEREST OR LATE FEES – No interest or late payment charges will be paid except as provided by S.C. Code Section 11-34-35, which provides Grantee's exclusive means of recovering any type of interest from SCDES. Grantee waives imposition of interest penalty unless the invoice submitted specifies that the late penalty is applicable. SCDES shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this grant agreement for any reason.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.
2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.
3. The Grantee shall be responsible for the procurement, installation, operation, and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.
4. The Grantee shall not provide any SCDES grant funds to private sector recycling programs unless specifically contracting for goods or services.
5. Obligations on any outstanding Solid Waste Management Grant must be fulfilled before any reimbursements are made on a new Solid Waste Management Grant unless otherwise approved by the Office.
6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.
7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.
8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.

II. TERMS AND CONDITIONS:

- A. MINORITY BUSINESS: The Grantee must agree to make positive efforts to use small and minority owned businesses and individuals.
- B. SUBCONTRACTORS: Grantee shall not subcontract any of the work or services covered by this grant without SCDES's prior written approval.

- C. **ASSIGNMENT:** The Grantee cannot assign or transfer the grant or any of its provisions without SCDES's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.
- D. **AMENDMENTS:** This grant may only be amended by written agreement of all parties, which must be executed in the same manner as the grant.
- E. **RECORDKEEPING, AUDITS, & INSPECTIONS:** The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the end Grant, and make records available for inspection and audit at any time SCDES deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow SCDES to inspect facilities and locations where activities under this Grant are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this grant with no further obligation on the part of SCDES.

The Grantee must dispose of records containing SCDES confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by SCDES, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

- F. **TERMINATION:**
 - 1. Either party may terminate the grant by providing thirty (30) calendar days written notice of termination to the other party.
 - 2. SCDES funds for this grant are payable from State fees. If funds are not available to SCDES to pay the charges or fund activities under this grant, it shall terminate without any further obligation by SCDES upon written notice to the Grantee. Unavailability of funds will be determined in SCDES's sole discretion. SCDES has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
 - 3. SCDES may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty (30) days advance written notice. SCDES may, at its option, allow the Grantee a reasonable time to cure the default before termination.
 - 4. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.
- G. **NON-DISCRIMINATION:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This Includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by SCDES.
- H. **INSURANCE:** During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect

the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide SCDES with satisfactory evidence of such coverage. If Grantee is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

- I. **DRUG FREE WORKPLACE:** By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.
- J. **STANDARD OF CARE:** The Grantee will perform all services under this agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.
- K. **NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY:** Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires SCDES to indemnify, hold harmless, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
- L. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement. Grantee's employees are not and shall not be considered SCDES employees
- M. **CHOICE OF LAW:** The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the state of South Carolina, except its choice of law rules.
- N. **DISPUTES:** All disputes, claims, or controversies relating to the Agreement and subject to the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, shall be resolved in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by SCDES regarding the Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.

- O. **DEBARMENT:** The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering in this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, SCDES may terminate the grant for cause in addition to other remedies available.
- P. **SERVICE OF PROCESS:** The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
- Q. **NOTICE:** All notices under this grant agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and Email numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Beaufort County
 John Robinson
 PO Box 1228
 Beaufort, SC 29901
 (843) 263-0650
 jrobinson@bcgov.net

SCDES – Land and Waste Management
 Richard Chesley
 2600 Bull Street
 Columbia, SC 29201
 1-800-768-7348
 swgrants@DES.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

- R. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.
- S. **THIRD PARTY BENEFICIARY:** This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.
- T. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION:** (a) Notice. The Grantee shall notify SCDES in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination

by SCDES upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.

- U. SEVERABILITY: The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- V. WAIVER: SCDES does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the SCDES Contracts Manager has actual authority to waive any of SCDES's rights under this grant. Any waiver must be in writing.
- W. PLACE OF CONTRACTING. This Agreement is deemed to be negotiated, made, and performed in the state of South Carolina.
- X. ATTACHMENTS/ENTIRE AGREEMENT: Any attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement.
- Y. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE: SCDES has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and SCDES's policies and procedures regarding false claims may be obtained from the SCDES's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of SCDES who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Grantee or Grantee's agents or employees have reason to suspect FWA in SCDES programs, this information should be reported in confidence to SCDES. A report may be made by writing to the Office of Internal Audits, SCDES, 2600 Bull Street, Columbia, SC, 29201; or by calling the SCDES Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of SCDES's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- Z. OTHER REPRESENTATIONS OF GRANTEE: The Grantee represents and warrants:
 - (a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.

- (b) Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee.
- (c) Grantee has no conflict of interest with its obligations under this Agreement.
- (d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- (e) Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit ____.
- (f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed in Exhibit ____.

- AA. COUNTERPARTS AND FACSIMILE SIGNATURES: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.
- BB. SURVIVAL: Clauses which by their nature require performance or forbearance after the Grant period will survive termination, cancellation, or expiration of the Grant unless expressly provided otherwise in the Grant or an amendment.
- CC. TIME: Unless specified otherwise: (a) "days" in this Grant means calendar days; (b) in computing any period of time prescribed or allowed by this Grant, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.
- DD. NO ENDORSEMENT: Nothing in this agreement may be interpreted to imply that the State of South Carolina or SCDES endorses any product, service, or policy of Grantee. Grantee will not take any action or make any statement, or request SCDES take any action or make any statement, that suggests or implies such an endorsement. Grantee shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the Contracts Manager.
- EE. EQUIPMENT:
 - 1. Equipment and/or supplies having a value of \$1,000.00 or greater will remain the property of the Grantee.
 - 2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of \$1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
 - 3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.
- FF. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents who will perform services under this grant currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during

the term of this grant. Grantee will immediately notify SCDES if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee's employees or agents providing or performing services under this Contract.

GG. RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period, and shall be available for audit at any time such audit is deemed necessary by SCDES. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.
2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

HH. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.
2. Sole source justifications must conform with the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

II. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

No SCDES employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
 - a) Using his official position for private gain;
 - b) Giving preferential treatment to any person;
 - c) Losing complete independence or impartiality;
 - d) Making an official decision outside official channels, or

- e) Affecting adversely the confidence of the public in the Integrity of the State government or the program.

- JJ. REIMBURSEMENTS TO SCDES: In the event Grantee fails to perform the services described herein and has previously received financial assistance from SCDES, Grantee shall reimburse SCDES to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from SCDES, Grantee shall proportionally reimburse SCDES for payments made.
- KK. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to SCDES. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to SCDES. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to SCDES. Grantee shall execute without additional compensation any additional documents SCDES may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.
- LL. OFFER AND ACCEPTANCE
The state of South Carolina, acting by and through the Department of Environmental Services (SCDES), hereby offers assistance to the local government of Beaufort County for all allowable costs incurred up to and not exceeding \$115,750.00.

DEPARTMENT OF ENVIRONMENTAL SERVICES (SCDES):


for Myra Reece
Interim Director

7/1/2024
Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative must sign the instrument and return the original to the Office.)

Signature of Authorized Representative

Date



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 16.

ITEM TITLE:

RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A WASTE OIL GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (DES) FOR \$68,403.60

MEETING NAME AND DATE:

Public Facilities & Safety Committee August 19th, 2024

PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Engineering
Dave Wilhelm, Interim Public Works Director (Alternate)
Time needed for discussion = 5 minutes

ITEM BACKGROUND:

Beaufort County's Solid Waste & Recycling Department applied for the FY25 SC DES Used Oil Grant on April 5, 2024. The grant was offered for maintaining used oil and oil filter recycling at the County Convenience Centers and to provide ongoing education and outreach to residents. Beaufort County has an existing used oil recycling program and education campaign.

PROJECT / ITEM NARRATIVE:

The FY25 SC DES Used Oil Grant was awarded to Beaufort County on 7/1/2024. The DES funds will be used to promote the education and outreach efforts of the department and to offset the costs of replacing oil containers and supplies at the County Convenience Centers.

FISCAL IMPACT:

This is a reimbursement grant. All qualifying expenses will be submitted for reimbursement up to \$68,403.60. Funds have been budgeted for in FY25.

Solid Waste account: 2555-90-1340-57130-SWOIL

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of a resolution authorizing the County Administrator to accept the Used Oil Grant award from the South Carolina Department of Environmental Services for \$68,403.60.

OPTIONS FOR COUNCIL MOTION:

Motion to approve /deny/amend a resolution authorizing the County Administrator to accept the Used Oil Grant award from the South Carolina Department of Environmental Services for \$68,403.60.

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

RESOLUTION 2024 /__**A RESOLUTION TO ACCEPT THE FY2025 USED OIL RECYCLING GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES FOR THE AMOUNT OF \$68,403.60 FOR THE RECYCLING OF USED OIL**

WHEREAS Beaufort County Solid Waste and Recycling Department applied for funding to meet South Carolina Waste Diversion goals on April 5, 2024 for the amount of \$68,403.60; and

WHEREAS Beaufort County Solid Waste and Recycling was awarded \$68,403.60 from the South Carolina Department of Environmental Services, and

WHEREAS Beaufort County will execute the grant's requirements during the duration of the project while completing all applicable reporting. The purpose of the grant is to provide local governments with assistance in waste diversion and recycling. The grant is a reimbursement grant and a 100% grant with no matching funds required. Grant funds will assist in the funding for solid waste and recycling education and outreach efforts. In addition, funds will assist in improving oil collection at the Beaufort County Convenience Centers and offset the cost of securing supplies.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA hereby approves the acceptance of the FY2025 Used Oil Recycling grant from the South Carolina Department of Environmental Services for the amount of \$68,403.60 for the Beaufort County used oil recycling.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



SC DEPARTMENT of
**ENVIRONMENTAL
SERVICES**

July 1, 2024

John Robinson
Beaufort County
PO Box 1228
Beaufort, SC 29901

Dear John Robinson,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Beaufort County has been awarded a FY2025 Used Oil recycling grant. Please note that due to budget constraints, the maximum award for tank installations was capped at no more than (2) installations for any proposal. All requests for spill supplies were also reduced by 10 percent. All grant requests for attendant buildings, construction projects (beyond concrete pads and carport covers tanks), and direct costs for vehicle purchases were not funded for the FY2025 Used Oil Grant cycle. Enclosed please find the original grant agreement.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in Section I.F. Grantee's Responsibility and Section II. Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter, unless otherwise extended or approved by the Department. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than December 1, 2024.**

To accept the offer of this award, **please print and sign the grant agreement and return the pdf of your signed grant agreement to our office via email.** You may not begin work under the terms of your grant until the office is in possession of the signed grant agreement. The office will send you an email notification when we receive the signed grant agreement. Please send the pdf of your signed grant agreement to my attention at SWGRANTS@des.sc.gov.

Congratulations on your award. Please call me at 803/898-1345 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

A handwritten signature in black ink that reads "Woody Barnes".

Woody Barnes

Cc: Chloe McGuigan



SC DEPARTMENT of
**ENVIRONMENTAL
SERVICES**

**USED OIL RECYCLING
GRANT AGREEMENT**

Section 44-96-160, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	Beaufort County John Robinson PO Box 1228 Beaufort, SC 29901
Grant Number:	07WO25
Grant Execution Date:	Upon the final signature of this grant agreement.
Grant Ending Date:	June 30, 2025
Grant Amount:	\$68,403.60
Authorized Representative:	John Robinson
Phone Number:	(843) 263-0650
Email:	jrobinson@bcgov.net
Contact Person:	Chloee McGuigan
Phone Number:	(843) 255-2823
Email:	Chloee.mcguigan@bcgov.net
Financial Officer:	Denise Christmas
Phone Number:	(843) 255-2297
Email:	denise.christmas@bcgov.net

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The South Carolina Department of Environmental Services (SCDES), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for used oil recycling projects approved for expenditure of funds under the Used Oil Recycling Grant Program. The Used Oil Recycling Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Beaufort County submitted to the Office on or about April 5, 2024 an application for used oil recycling funds.

A maximum of \$68,403.60 inclusive of all costs will be granted for this project to the government of Beaufort County (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds will be used for the purchase of equipment, supplies or services to support the grantee's used oil collection program, as specified in the budget below.

Contractor costs may be used for the removal of oil filters and other maintenance services necessary at used oil collection sites. The allowable expenditure for these services shall not exceed the pricing listed in the state contract for used oil recycling services. Fees assessed for contamination charges with oil filter recycling are not reimbursable.

Public education funds will be used for promotional activities to include design, printing, and distribution of materials. All expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests must be submitted to the Office no later than December 1, 2024.

All purchases made under the scope of the grant, with the exception of contractor costs and professional development (travel), must be requisitioned, purchased or procured no later than 90-days prior to the end of the grant, unless otherwise approved by the Office.

Professional development funding will be used for costs associated with attending recycling conferences, meetings or training. All expenses for events other than SCDES sponsored recycling conferences or training must be specifically requested in writing and approved by this Office prior to beginning the activity. Travel expense reimbursement requests must conform to the limits of E.2 (below).

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and quantity of all materials collected as a result of this grant will be reported in the quarterly progress reports.

BUDGET:

Equipment/Supplies	\$62,953.60
Contractor Costs	\$ 700.00
Public Education	\$ 4,000.00
Professional Development	\$ 750.00

C. **EFFECTIVE DATES**

The term of this grant is upon the final signature through June 30, 2025. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. **REPORTING REQUIREMENTS**

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2024, and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the amount of recyclable materials recovered.
3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to SCDES.
4. The Grantee shall keep accurate records regarding the amount of material recovered and recycled. The Grantee shall include this information and specify the units of measure in the progress reports.

E. **PAYMENTS**

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.
2. Reimbursement of the Grantee's travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.

[REFERENCE: <http://www.state.sc.us/dio/OIOTravelRegulations.htm>]

The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.qsa.gov>.

The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited

to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within forty-five (45) days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.
2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.
3. The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.
4. The Grantee shall not provide any SCDES grant funds to private sector recycling programs unless specifically contracting for goods or services.
5. Obligations on any outstanding Used Oil Recycling Grant must be fulfilled before any reimbursements are made on a new Used Oil Recycling Grant unless otherwise approved by the Office.
6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.
7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.
8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.
9. Grantees that own or operate used oil collection centers must ensure that their used oil and oil/gas mixtures are transported only by transporters who have obtained an EPA identification number and a registration from SCDES.
10. Grantees that own or operate used oil collection centers must comply with the generator standards in Subpart C of regulation R. 61-107.279 – Solid Waste Management: Used Oil.

11. The grantee will be responsible for ensuring that used oil and/or oil/gas mixtures transported from the used oil collection centers is recycled at an approved facility. The grantee is also responsible for ensuring that used oil filters and oil bottles collected under this grant are recycled.
12. Grantees that own or operate used oil collection facilities must notify the SCDES in writing if they intend to cease the collection of used oil, oil/gas mixtures, oil filters or oil bottles.
13. Containers and tanks used to store used oil at collection centers must be equipped with a secondary containment system capable of retaining the volumetric contents of the largest tank or container.
14. The secondary containment system must consist of, at a minimum: (a) dikes, berms, retaining walls, or similar structures and (b) a floor. The floor must cover the entire area within the dikes, berms, retaining walls or similar structures. On some tanks, the secondary containment may be a built-in feature of the tank.
15. The entire containment system, including walls and floor, must be sufficiently impervious to used oil to prevent any used oil released into the containment system from migrating out of the system to the soil, groundwater, or surface water.
16. Oil collection tanks, containment systems, oil bottle collection containers, oil bottle drain racks, and oil filter collection containers are to be placed on a concrete pad under a cover of a size sufficient to prevent rainwater from collecting in the containment basin and to prevent any used oil from migrating into the environment.
17. The design, installation and operation of all sites at which mixtures of used oil and gasoline are accepted must be in accordance with all applicable state and local requirements, including locally adopted building and fire codes. The Grantee shall contact the local governmental authorities having jurisdiction [building official, fire official, etc.] to determine the local requirements for these facilities, such as permitting, plan review, testing and any other legal requirements that may be applicable.
18. Oil collection facilities that collect used motor oil and/or oil/gas mixtures where total aggregate capacity exceeds 1320 gallons, must operate according to Spill Prevention, Control and Counter Measures (SPCC) rule.
19. If a hazardous substance is found to be mixed with used oil accepted from the public at a permitted used oil collection facility, costs for the proper disposal of this contaminated waste (not to exceed \$500,000 per year) will be incurred by the Petroleum Fund, if no more than five gallons of used oil was accepted from any one person at any one time.

II. TERMS AND CONDITIONS

- A. **MINORITY BUSINESS:** To the extent Grantee must subcontract services or purchase materials for performance under this Grant, Grantee must make positive efforts to use small and minority owned businesses or individuals.
- B. **SUBCONTRACTORS:** Grantee shall not subcontract any of the work or services covered by this grant without SCDES's prior written approval.
- C. **ASSIGNMENT:** The Grantee cannot assign or transfer the grant or any of its provisions without SCDES's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.

- D. **AMENDMENTS:** The Grant Agreement may only be amended by written agreement executed by both parties.
- E. **RECORDKEEPING, AUDITS, & INSPECTIONS:** The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after the end of the grant period and make records available for inspection and copying and audit at any time SCDES deems necessary. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow SCDES to inspect facilities and locations where activities under this grant are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this grant may result in immediate termination of this grant with no further obligation on the part of SCDES.

The Grantee must dispose of records containing SCDES confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by SCDES, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

- F. **TERMINATION:**
1. SCDES may terminate the grant by providing thirty (30) calendar days written notice of termination to the grantee. SCDES funds for this grant are payable from State fees. If funds are not appropriated or otherwise available to SCDES to pay the charges or fund activities under this grant, it shall terminate upon written notice to the Grantee without any further obligation by SCDES, except the obligation to pay for allowable expenses already incurred. Unavailability of funds will be determined in SCDES's sole discretion. SCDES has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
 2. SCDES may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty calendar days advance written notice. SCDES may, at its option, allow the Grantee a reasonable time to cure the default before termination.
 3. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.
- G. **NON-DISCRIMINATION:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, veteran status, pregnancy, gender identity, sexual orientation, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by SCDES.

Grantees that administer or provide SCDES programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any SCDES-funded programs, activities and services.

- H. **INSURANCE:** During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide SCDES with satisfactory evidence of such coverage. If Grantee is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.
- I. **DRUG FREE WORKPLACE:** By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.
- J. **STANDARD OF PERFORMANCE:** The Grantee will perform all services under this agreement with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.
- K. **NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY:** Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires SCDES to indemnify, hold harmless, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
- L. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement. Grantee's employees are not and shall not be considered SCDES employees. Grantee shall not take any action or make any statement that suggests or implies that Grantee or its employees are employees, agents, partners, or joint venturers of SCDES or have any right or authority to bind SCDES to any agreement with a third party or to incur any obligation or liability on behalf of SCDES except to the extent expressly authorized in this grant agreement.
- M. **CHOICE OF LAW:** The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and/or of the other's employees, under the laws of the State of

South Carolina, except its choice of law rules.

- N. **DISPUTES:** All disputes, claims, or controversies relating to the Agreement and subject to the South Carolina Procurement Code, S.C. Code § 11-35-10 *et seq.*, must be resolved exclusively in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by SCDES regarding the Agreement is not a waiver by SCDES of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent SCDES's consent to the jurisdiction of any court or agency of any other state.
- O. **DEBARMENT:** The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering in this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, SCDES may terminate the grant for cause in addition to other remedies available.
- P. **SERVICE OF PROCESS:** The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
- Q. **NOTICE:** All notices under this grant agreement may be given by personal delivery, fax or e-mail (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Beaufort County
John Robinson
PO Box 1228
Beaufort, SC 29901
(843) 263-0650
jrobinson@bcgov.net

SCDES- Land and Waste Management
Richard Chesley
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@DES.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address, or by mail to the named person's office.

- R. COMPLIANCE WITH LAWS: The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.
- S. THIRD PARTY BENEFICIARY: This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.
- T. INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. The Grantee shall notify SCDES in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination by SCDES upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.
- U. SEVERABILITY: The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- V. WAIVER: SCDES does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the SCDES Contracts Manager has actual authority to waive any of SCDES's rights under this grant. Any waiver must be in writing.
- W. PLACE OF CONTRACTING. This Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.
- X. ATTACHMENTS/ENTIRE AGREEMENT: Attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement. This grant with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this grant agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this grant agreement without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the grant agreement.
- Y. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:
SCDES has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally

prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and SCDES's policies and procedures regarding false claims may be obtained from the SCDES's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of SCDES who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If the Grantee, Grantee's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to SCDES. A report may be made by writing to the Office of Internal Audits, SCDES, 2600 Bull Street, Columbia, SC 29201; or by calling the SCDES Fraud, Waste and Abuse Hotline at 803-898-4863 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of SCDES's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- Z. **OTHER REPRESENTATIONS OF GRANTEE:** The Grantee represents, warrants, and covenants:
- (a) Grantee has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.
 - (b) Grantee's execution and performance of this Agreement do not and will not violate or conflict with any other obligation of Grantee.
 - (c) Grantee has no conflict of interest with its obligations under this Agreement.
 - (d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
 - (e) Grantee has not previously been found in breach or default of any government contract or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract or grant, except as disclosed on an exhibit to this grant.
 - (f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this grant.
- AA. **COUNTERPARTS AND FACSIMILE SIGNATURES:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.
- BB. **SURVIVAL:** Clauses which by their nature require performance or forbearance after the grant period will survive termination, cancellation, or expiration of the Grant unless expressly provided otherwise in the Grant or an amendment.
- CC. **TIME:** Unless specified otherwise: (a) "days" in this Grant means calendar days; (b) in computing any period of time prescribed or allowed by this Grant, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.
- DD. **NO ENDORSEMENT:** Grantee will not take any action or make any statement, or request SCDES take any action or make any statement that suggests or implies that SCDES or the State of South Carolina endorses Grantee or its services. Grantee shall not publish any comments or quotes by State employees

or include the State in either news releases or a published list of customers, without the prior written approval of the SCDES Contracts Manager.

EE. EQUIPMENT:

1. Equipment and/or supplies having a value of \$1,000.00 or greater will remain the property of the Grantee.
2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of \$1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.

FF. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents to perform services under this agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and that the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. The Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this grant. The Grantee will immediately notify SCDES if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of the Grantee or Grantee's employees or agents providing or performing services under this grant.

GG. RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period and shall be available for audit at any time such audit is deemed necessary by SCDES. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.
2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

HH. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform to the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.
2. Sole source justifications must conform to the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

II. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

No SCDES employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
 - a) Using his official position for private gain;
 - b) Giving preferential treatment to any person;
 - c) Losing complete independence or impartiality;
 - d) Making an official decision outside official channels, or
 - e) Affecting adversely the confidence of the public in the Integrity of the State government or the program.

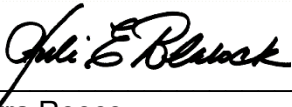
- JJ. REIMBURSEMENTS TO SCDES: In the event Grantee fails to perform the services described herein and has previously received financial assistance from SCDES, Grantee shall reimburse SCDES to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from SCDES, Grantee shall proportionally reimburse SCDES for payments made.

- KK. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to SCDES. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to SCDES. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to SCDES. Grantee shall execute without additional compensation any additional documents SCDES may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

LL. OFFER AND ACCEPTANCE

The state of South Carolina, acting by and through the South Carolina Department of Environmental Services (SCDES), hereby offers assistance to the local government of Beaufort County for all allowable costs incurred up to and not exceeding \$68,403.60.

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (SCDES):



Myra Reece
Interim Director

7/01/2024

Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative must sign the grant instrument and return the original to the Office.)

Signature of Authorized Representative

Date



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 17.

ITEM TITLE:

A DISCUSSION REGARDING FUNDING OF A HANGAR CONSTRUCTION PROJECT AT THE BEAUFORT EXECUTIVE AIRPORT

MEETING NAME AND DATE:

Public Facilities & Safety Committee – August 19, 2024

PRESENTER INFORMATION:

Jon Rembold, Airports Director

5 minutes

ITEM BACKGROUND:

In 2021, ARW staff teamed with the County CIP Dept on a project to build additional hangars at the airport. The initial steps of the project were funded by ARPA funds allocated to the airport.

The sitework portion of the project qualifies for a grant from SC Aeronautics Commission at a 60% rate. The remainder of the project lacks adequate funding. Staff met and because of the strong demand for the project, proposed the subject project funding plan.

The Airports Board reviewed and approved the proposed ARW Hangar Project Funding at its monthly meeting held on July 18, 2024.

PROJECT / ITEM NARRATIVE:

Historically, demand for hangar space at Beaufort Executive Airport (ARW) has far exceeded supply. Currently, there is a waiting list of 67 individuals who want to base their aircraft in a hangar at ARW but cannot. This translates into significant lost revenue for the County – hangar rent, fuel purchase, other business, aircraft property tax. This project seeks to address part of that demand for hangar space. This project is in high demand from airport customers and is endorsed by the Airports Board.

At its monthly meeting on July 18, 2024, the Airports Board, reviewed and approved the design drawings for the site development and construction of the following 4 hangars:

- Hangar 500A consists of a 50' x 50' Box addition to the current 500 series T Hangar section
- Hangar 400 consists of 1 row of 12 nested T hangars
- Hangar 300 consists of 1 row of 8 standard T hangars
- Hangar 200 consists of 1 - 120' x 60' Box hangar

FISCAL IMPACT:

The **total estimated** cost to complete both sitework and construction is \$5,900,000.

Current funding sources: ARPA \$1,400,000 and \$600,000 in SCAC funds.

The Airports Department lacks funding to complete site and building construction and is evaluating funding options. The Airports Board reviewed and approved a concept wherein the airport would receive a loan from the Beaufort County General Fund's Fund Balance to complete site and building construction.

A loan allows the airport to own the hangars which maximizes the revenue to the airport. These revenues will fund the debt service. A loan offer from Beaufort County provides extremely competitive interest rates, can be paid in full early, and yields appropriate terms.

Funding Sources	Total	Actual		
ARPA	\$1.4m	\$1.4m		
SCAC 60%	\$1m	\$600k		
County Loan	\$3.9m	<u>\$3.9m</u>	<u>Surplus/(Deficit)</u>	
		\$5.9m	\$0	\$0

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the concept of the internal loan and direction to staff to develop terms and details.

OPTIONS FOR COUNCIL MOTION:

Motion to approve the concept of the internal loan and direction to staff to develop terms and details.
Move forward to Council for Approval at a date to be determined.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 18.

ITEM TITLE:
RECOMMENDATION TO ACCEPT FAA AIP GRANT IN THE AMOUNT OF \$325,769 FOR ST. JAMES BAPTIST CHURCH RELOCATION ENVIRONMENTAL DOCUMENTATION PHASE I - CONTINGENT UPON FINAL FAA OFFER
MEETING NAME AND DATE:
Public Facilities and Safety Committee; August 19, 2024
PRESENTER INFORMATION:
Jon Rembold; Airports Director 3 minutes
ITEM BACKGROUND:
<p>Over the years, the church has been asked several times to consider relocating from its current location to a site outside of the Runway 03/21 runway protection zone and approach and departure surfaces. Over the last 3 years, the deacons of the church, Beaufort County, and the Town of Hilton Head Island have worked together to assemble a team and manage the project. This environmental work is required as part of the FAA grant process.</p> <p>Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on July 18, 2024.</p>
PROJECT / ITEM NARRATIVE:
<p>Phase I of this project includes preparing environmental documentation to determine the potential impacts on the human and natural environment and efforts to avoid, minimize, and mitigate these impacts. The scope of work also achieves additional objectives, including environmental inventory, evaluation, and analysis; state, federal, and local agency coordination; draft and final environmental documentation; and a public workshop (if necessary). All of these items are required as part of the National Environmental Policy Act.</p>
FISCAL IMPACT:
<p>The AIP program provides 90% of the project funding (\$325,769), and airport operations will fund 10% (\$36,197.03).</p> <p>Grant Expenditures - GL Code 5402-90-0000-57130 (This line item provides initial funding since all grants are reimbursable)</p>
STAFF RECOMMENDATIONS TO COUNCIL:
<p>Staff recommends acceptance of FAA AIP Grant in the amount of \$325,769 for St. James Baptist Church Relocation Environmental Documentation Phase I – contingent upon final FAA offer</p>
OPTIONS FOR COUNCIL MOTION:
<p>Motion to approve/deny acceptance of FAA AIP Grant in the amount of \$325,769 for St. James Baptist Church Relocation Environmental Documentation Phase I – contingent upon final FAA offer</p> <p>Move forward to Council for Approval on September 9, 2024</p>

RESOLUTION 2024/_____**A RESOLUTION TO ACCEPT FAA AIRPORT IMPROVEMENT PROJECT GRANT (AIP) FOR ST. JAMES BAPTIST CHURCH RELOCATION ENVIRONMENTAL DOCUMENTATION PHASE I - CONTINGENT UPON FINAL FAA OFFER**

WHEREAS, St. James Baptist Church (SJBC), located at 209 Dillon Road, Hilton Head Island, SC 29926, meets the five requirements set forth in the National Register Bulletin (NRB) for significance as a Traditional Cultural Property (TCP); and

WHEREAS, SJBC is located within the Hilton Head Island Airport Runway 03/21 runway protection zone and approach and departure surfaces; and

WHEREAS, SJBC is considering relocating from its current location to a site outside of the Runway 03/21 runway protection zone and approach and departure surfaces.; and

WHEREAS, Phase I of this project would include preparing environmental documentation to determine the potential impacts on the human and natural environment and efforts to avoid, minimize, and mitigate these impacts.; and

WHEREAS, Phase I achieves additional objectives, including environmental inventory, evaluation, and analysis; state, federal, and local agency coordination; draft and final environmental documentation; and a public workshop (if deemed necessary).

WHEREAS, the total FAA grant is \$325,769; and

WHEREAS, the FAA grant will provide 90% of the total project cost, and airport operations will fund 10%.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA AIP Grant Funding for St. James Baptist Church Relocation Environmental Documentation Phase I.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Approved by S Parry 7/24/2024

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☐ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

HXD

5a. Federal Entity Identifier:

3-45-0030-XXX-2024

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Beaufort County, South Carolina

*b. Employer/Taxpayer Identification Number (EIN/TIN):

57-6000311

*c. UEI:

XFSKWHHQMF58

d. Address:

*Street 1: 120 Beach City Road

Street 2:

*City: Hilton Head Island

County/Parish: Beaufort

*State: SC

*Province:

*Country: USA: United States

*Zip / Postal Code 29926-0000

e. Organizational Unit:

Department Name:

Department of Airports

Division Name:

Hilton Head Island Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Jonathan

Middle Name: P

*Last Name: Rembold

Suffix:

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 843-2552952

Fax Number: 843-255-9434

*Email: jrembold@bcgov.net

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Town of Hilton Head Island, Beaufort Coutry, South Carolina

***15. Descriptive Title of Applicant's Project:**St. James Baptist Church Relocation Environmental Documentation Phase I
Independent Fee Estimate (IFE)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: SC-001

*b. Program/Project: SC-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2024

*b. End Date: 09/30//2025

18. Estimated Funding (\$):

*a. Federal	325769
*b. Applicant	36197.03
*c. State	0
*d. Local	0
*e. Other	0
*f. Program Income	0
*g. TOTAL	361966.03

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jonathan

Middle Name: P

*Last Name: Rembold

Suffix:

*Title: Director of Airports

*Telephone Number: 843-255-2952

Fax Number: 843-255-9424

* Email:jrembold@bcgov.net

*Signature of Authorized Representative: Jon Rembold, C.M. Digitally signed by Jon Rembold, C.M.
Date: 2024.06.14 15:44:31 -04'00'

*Date Signed: 6/14/2024

HILTON HEAD ISLAND AIRPORT (HXD) PROGRAM NARRATIVE

3-45-0030-XXX-2024

St. James Baptist Church Relocation Environmental Documentation Phase I: St. James Baptist Church is located at 209 Dillon Road. The first of three buildings on the lot was constructed in 1886 as a missionary branch of the nearby First African Baptist Church; this building later burned at an unknown date. A subsequent church building was constructed and organized as the St. James Baptist Church, though it too later fell into disrepair and was demolished. The current St. James Baptist Church building was built in 1972 and substantially renovated in 2005. The Cherry Hill School is located at 210 Dillon Road and was constructed in 1934. The building is currently owned by the St. James Baptist Church, located directly across Dillon Road. In 1954, a larger public school was constructed for African-American children, and the St. James Baptist Church congregation purchased the school building in 1961 for use as a community gathering space. The Cherry Hill School is located within the boundary of the Mitchelville/Fish Haul archaeological site, previously listed on the NRHP. It was suggested that the NRHP listing should be revised to include the Cherry Hill School as a contributing building to the Mitchelville NRHP site.

In addition, the St. James Baptist Church property meets the five requirements set forth in National Register Bulletin (NRB) 38¹ for significance as a Traditional Cultural Property (TCP). The church property is a tangible place, is important to the Gullah community today, has been important to the Gullah cultural group for over 100 years, and has definable boundaries (in this case, the current real property legal boundary). Although the St. James Baptist Church building does not retain integrity of design, materials, or workmanship due to modern alterations, the overall property retains its integrity of relationship and condition as a TCP.

Over the years, the church has been asked several times to consider relocating from its current location to a site outside of the Runway 03/21 runway protection zone and approach and departure surfaces. To date, members of the congregation has refused to move. However, recently deacons of the church have approached both Beaufort County and the Town of Hilton Head Island in reference to moving their facility to site next to the Church's cemetery on Union Church Road outside of the runway protection zone and approach and departure surfaces.

¹U.S. Department of the Interior National Park Service Cultural Resources National Register, History and Education (1990; Revised 1992; 1998), "National Register Bulletin 38, Guidelines for Evaluating and Documenting Traditional Cultural Properties."

HILTON HEAD ISLAND AIRPORT (HXD) PROGRAM NARRATIVE

3-45-0030-XXX-2024

Phase I of this project would include the preparation of environmental documentation to determine the potential impacts on the human and natural environment, as well as efforts to avoid, minimize, and mitigate these impacts.

Estimated Cost: \$359,316.03

FAA Cost: \$323,384.00

Independent Fee Estimate (IFE): In accordance with FAA Advisory Circular (AC) 150/5100-14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (September 30, 2014), Sponsors must perform independent fee estimates. The AC states that if a contract is greater than \$100,000, a detailed fee analysis is required. Based on the AC requirement, Beaufort County performed IFE's for the following contract:

- St. James Baptist Church Relocation Environmental Documentation Phase I – \$2,650.00

Estimated Cost: \$2,650.00

FAA Cost: \$2,385.00

Project	Total	Federal	State	Local
St. James Baptist Church Relocation Environmental Documentation Phase I	\$359,316.03	\$323,384.00	\$0.00	\$35,932.03
Independent Fee Estimate (IFE)	\$2,650.00	\$2,385.00	\$0.00	\$265.00
TOTAL	\$361,966.03	\$325,769.00	\$0.00	\$36,197.03

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 23-04**

June 13, 2024

PROJECT NO.: TBE NO. 2119-2304

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

Description of Work Authorized: St. James Baptist Church is located at 209 Dillon Road. The first of three buildings on the lot was constructed in 1886 as a missionary branch of the nearby First African Baptist Church; this building later burned at an unknown date. A subsequent church building was constructed and organized as the St. James Baptist Church, though it too later fell into disrepair and was demolished. The current St. James Baptist Church building was built in 1972 and substantially renovated in 2005. The Cherry Hill School is located at 210 Dillon Road and was constructed in 1934. The building is currently owned by the St. James Baptist Church, located directly across Dillon Road. In 1954, a larger public school was constructed for African-American children, and the St. James Baptist Church congregation purchased the school building in 1961 for use as a community gathering space. The Cherry Hill School is located within the boundary of the Mitchelville/Fish Haul archaeological site and was listed on the National Register of Historic Places (NRHP) on November 21, 2012.

In addition, the St. James Baptist Church property meets the five requirements set forth in National Register Bulletin (NRB) 38¹ for significance as a Traditional Cultural Property (TCP). The church property is a tangible place, is important to the Gullah community today, has been important to the Gullah cultural group for over 100 years, and has definable boundaries (in this case, the current real property legal boundary). Although the St. James Baptist Church building does not retain integrity of design, materials, or workmanship due to modern alterations, the overall property retains its integrity of relationship and condition as a TCP.

Over the years, the church has been asked several times to consider relocating from its current location to a site outside of the Runway 03/21 runway protection zone and approach and departure surfaces to Hilton Head Island Airport. To date, members of the congregation have refused to move. However, recently deacons of the church have approached both Beaufort County and the Town of Hilton Head Island in reference to

¹U.S. Department of the Interior National Park Service Cultural Resources National Register, History and Education (1990; Revised 1992; 1998), "National Register Bulletin 38, Guidelines for Evaluating and Documenting Traditional Cultural Properties."

moving their facility to site next to the Church's cemetery on Union Church Road outside of the runway protection zone and approach and departure surfaces. This request to relocate the church was elevated by the congregation to the United States Secretary of Transportation.

This resulted in a visit to the church by the Associate Administrator of Airports for the Federal Aviation Administration (FAA) on September 8, 2023. Based on the visit and ongoing correspondence between Beaufort County, Town of Hilton Head Island, FAA and the church, environmental analysis of the relocation site will be included in the environmental documentation.

This work authorization presents Talbert, Bright & Ellington, Inc.'s (TBE) scope of services relating to the preparation of an environmental assessment (EA) for the previously described project.

In fulfilling this scope of work, numerous objectives will be achieved including environmental inventory, evaluation, and analysis; state, federal, and local agency coordination; draft and final environmental documentation; and a public workshop (if deemed necessary). The environmental documentation will be prepared in accordance with the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015). The Federal Aviation Administration (FAA) has agreed to review and approve the documentation.

It is the intent of this environmental assessment (EA) process to review no more than three build alternatives, in addition to the no build alternative. Determination of potential impacts to water quality, the unknown extent of wetlands or jurisdictional waters of the United States, impact on adjacent residential development from noise, and possible controversial development because of adjacent neighborhood, are issues that will be addressed during the preparation of this EA.

The following tasks are required to achieve the aforementioned output.

TASK 1: PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination and consultation with the **COUNTY**, in order to create a chart of activities and a milestone schedule. These

two items will provide the **COUNTY** and **TBE** with a sequential scheme of events and the anticipated dates to achieve the project goals.

ASSUMPTIONS:

1. *For budgeting purposes, it was assumed that the project should take 6 months to perform the necessary field work, not including review by resource and regulatory agencies and public review or coordination with the South Carolina State Historic Preservation office (SCSHPO) or Advisory Council on Historic Preservation (ACHP).*
2. *If additional field work is required by the resource agencies (for example, a Phase II Cultural Resources Survey), the schedule below will be modified under a contract amendment.*

Work Item	Time (Days)	Cumulative Time (Days)
Notice to Proceed	0	0
Scoping Meeting	1	1
Field Work	45	46
Document Preparation/In-house Review	60	101
FAA/Client Review	TBD	TBD
Draft Document Finalization	30	131

DELIVERABLES:

1. *A flow chart of activities and milestone schedule.*
 2. *Attendance at three (3) meetings, not including the public workshop and public information meetings or meeting with the SCSHPO or ACHP.*
- A. PUBLIC INFORMATION MEETINGS – Public information meetings will be scheduled at the beginning of the project to inform the public of the purpose of the project and after the noise analysis has been completed. Each meeting will utilize an informal/open house format for a period of two hours to maximize the opportunity for interested citizens to participate. The meeting will be publicized via the Hilton Head Airport web site and media. TBE will provide handouts, display boards, sign-in sheets, and comment forms, as well as a recorder for oral comments.

ASSUMPTIONS:

1. *Two (2) public information meetings will be conducted.*
2. *Four (4) TBE team members will attend each meeting.*
3. *Beaufort County will handle meeting logistics (location, advertising for meetings, etc.).*

DELIVERABLES:

1. *Handouts (200 per meeting for a total of 400), displays (maximum of 8, four (4 per meeting), sign-in sheets (one [1] set per meeting for a total of four [4]), comment forms (200 per meeting for a total of 400).*
2. *A summary of each meeting, copy of comments received, and transcript of recorded comments.*

TASK 2: STATE, FEDERAL, AND LOCAL AGENCY COORDINATION

Coordination will include ongoing public relation activities to ensure that the agencies are kept informed of the project's progress. Activities to be conducted for this task are as follows:

- A. Continuing research and communication with state, federal, and local environmental agencies.
- B. Preparation of a scoping letter for federal, state, and local agencies advising of the **COUNTY's** intent to proceed with the preparation of an environmental assessment.

ASSUMPTIONS:

1. *FAA will review and approve the scoping letter prior to issuance to state, federal, and local environmental agencies*
2. *A scoping meeting with state, federal, and local agencies will not be held.*
3. *One (1) scope meeting will be held with the SCSHPO.*
4. *TBE will maintain the written communication records and records of verbal communications/meetings.*

DELIVERABLE:

1. *TBE will prepare the scoping letter.*
2. *A scoping meeting with state, federal, and local agencies will not be held.*

TASK 3: ENVIRONMENTAL INVENTORY, EVALUATION, AND ANALYSIS

The environmental inventory, evaluation, and analysis will be conducted in accordance with the requirements of the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F

– *Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015).

Prior to initiation of the environmental analysis, **TBE** will notify the **COUNTY** and **FAA** of agency concerns resulting from the project agency early coordination process. The required level of detail for each environmental issue will also be discussed. Existing data will be collected from the appropriate agencies; and, through field and map examination, data will be analyzed, and used to determine the potential impacts of the proposed project. Mitigation measures, including avoidance and minimization options, will be investigated for impacts (unless herein noted otherwise).

- A. **AIR QUALITY** – Coordination with the South Carolina Department of Health and Environmental Control Division of Air Quality (SCDHEC-DAQ) to determine whether an air quality analysis and/or air quality permit shall be required, as well as a request for air quality conformity. Using the Aviation Emissions and Air Quality Handbook and required FAA Aviation Environmental Design Tool (AEDT) 2c, potential air quality impacts due to construction will be analyzed to determine general conformity with de minimis emission levels.

ASSUMPTIONS:

1. *Beaufort County is considered an attainment area for National Ambient Air Quality Standards (NAAQS) pollutants.*
 2. *FAA Emissions and Dispersion Modeling System (EDMS) input and emission levels for the proposed project will not be prepared.*
 3. *FAA Aviation Environmental Design Tool (AEDT) 2c will be used to determine potential construction impacts to air quality.*
 4. *No monitoring of existing air quality or modeling will be performed as part of this scope of services.*
- B. **BIOLOGICAL RESOURCES** –
1. **Biotic Communities** – A survey of biotic communities that may be affected directly or indirectly by the proposed project will be performed. This survey will be performed in conjunction with Task B.2 – Endangered and Threatened Species of Flora and Fauna. A brief description of the biotic communities will be prepared for inclusion in the environmental document.
 2. **Endangered and Threatened Species of Flora and Fauna** – Reference information on threatened, endangered, and other rare species and critical habitats, as listed by the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS), will be reviewed. Utilizing the reference

information collected, field investigations will be conducted to identify habitat that may support the listed species. The location of previously sighted species, critical habitat, and habitat suitable for the legally protected species will be identified on an overlay map. A Section 7 (Endangered Species Act) Biological Assessment will be prepared and forwarded to USFWS and NMFS in conjunction with the draft environmental document regardless of species present. Final agency concurrence with the results of the biological assessment and required mitigation measures will be summarized in the final environmental document, as required.

ASSUMPTION:

1. *The site will be visited twice by an experienced biologist, for plant flowering periods.*
2. *The results of the biological assessment will be submitted to the USFWS for concurrence.*
3. *Should it be determined by USFWS that additional site visits will be necessary; these will be performed under a contract amendment.*

- C. CLIMATE – In response to Executive Order 13514 Focused on Federal Leadership in Environmental, Energy, and Economic Performance (October 5, 2009), the CEQ developed Federal Greenhouse Gas Accounting and Reporting Guidance (October 6, 2010), which serves as the federal government’s official greenhouse gas (GHG) reporting protocol. GHGs result primarily from combustion of fuels, and there is a direct relationship between fuel combustion and metric tons of carbon dioxide (CO₂). A discussion of potential impacts will be provided.

ASSUMPTION:

1. *No modeling will be performed as part of this scope of services.*

- D. COASTAL RESOURCES –

1. **Coastal Zone Management Program** – Because the study area is located in the South Carolina Coastal Zone, coordination will be conducted with the SCDHEC Office of Coastal Resource Management (OCRM) to ensure consistency with the *South Carolina Coastal Management Program*. In particular, potential direct or indirect impacts to the designated critical areas will be identified. Mitigation measures will be investigated and summarized as necessary. During the preparation of the final environmental document, a final mitigation plan will be prepared, if deemed necessary.

2. **Coastal Barriers** – Coastal barriers protected under the Coastal Barrier Resource Act will be identified. In addition, early coordination will be conducted with the review agencies to identify potential impacts and mitigative measures, if necessary.
- E. DEPARTMENT OF TRANSPORTATION ACT, SECTION 4(f) – An early inventory will be conducted to determine the presence of Section 4(f) properties (i.e., parks, recreation areas, wildlife and waterfowl refuges, and/or historic and archaeological sites).
- F. FARMLAND – Soil data (prime, unique, and statewide important) will be evaluated. Information will be submitted on Form AD-1006, Farmland Conversion Impact Rating, Land Evaluation – Site Assessment, to the NRCS for review and comment. Based on the response from the NRCS, an estimate of direct and indirect impacts will be determined on: (1) number of acres that will be directly displaced; (2) areas where agricultural and timberland operations may be disrupted; and (3) indirect effects, such as those related to changes in land use.
1. **Soils** – A soils map of the site will be prepared. Descriptions of each of the soils indicated and their development limitation will be provided. Information regarding the need for potential fill material and clearing and grading will be determined.

ASSUMPTIONS:

1. *Construction requirements (such as, but not limited to, excavation and fill amounts) will be based on preliminary schematics and preliminary engineering.*
 2. *Soils will be identified using U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) mapping*
 3. *Geotechnical investigation of existing soil conditions will not be performed.*
- G. HAZARDOUS MATERIALS, SOLID WASTE, AND POLLUTION PREVENTION –
1. **Hazardous Materials/Waste Sites** – A Level I Environmental Site Assessment will be conducted to include a thorough review of the history (50-year maximum) of the proposed project to identify environmental concern for contamination or liability from hazardous materials. In addition, a review of published data and a physical site inspection will be conducted. Documentation of investigation methods used, results obtained (e.g., site overview, site history, regulatory compliance history, site features, and site

walkover survey), and a summary of findings and recommendations for further investigation, if necessary, will be provided.

ASSUMPTIONS:

1. *No subsurface investigations will be conducted.*
 2. *A Level II - Environmental Site Assessment will not be conducted.*
 3. *The Phase I ESA performed for the EA will be used for the purchase of the SJBC property.*
2. **Solid Waste Impact** – Proposed development, which relates only to airfield development (runways, taxiways, and related items), will not normally include any direct relationship to solid waste collection, control, or disposal other than that associated with the construction itself.
 3. **Pollution Prevention** – Agencies are required to comply with applicable pollution control standards, in the prevention, control, and abatement of environmental pollution; and consult with the federal, state, and local agencies concerning the best techniques and methods available for the prevention, control, and abatement of environmental pollution. Pollution prevention strategies should be outlined in the Airport's Stormwater Pollution Prevention Plan and Spill Prevention, Control, and Countermeasures Plan. These strategies will be discussed.
- H. **HISTORIC, ARCHITECTURAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES** – A cultural resources survey, to determine the nature and distribution of historical, archaeological, and architectural resources within the study area, will be conducted. This survey will attempt to identify cultural resources and evaluate identified resources for their potential to meet the criteria of significance of the National Register of Historic Places (NRHP). This investigation will involve thorough background research and limited field investigations that will include, at a minimum, a photo-inventory of structures that are likely to be impacted (physically or aesthetically) and that appear to be at least 50 years old. In addition, sufficient information to complete a Standing Structures Form will be collected for each historic structure. This information will provide the basis for the evaluation of the structure with respect to the criteria of significance of the NRHP.

The cultural resources survey will meet the guidelines set forth by the State Historic Preservation Office (SHPO). The background research is designed to provide a description of the kinds of cultural resources likely to be present in the study area. In addition, this research will outline those aspects of the cultural heritage, evident in the study area, which are significant in the development of

the region. This information is necessary to properly evaluate the eligibility of an identified cultural resource for the NRHP. This research will involve the review of historic maps of the region and reports on file with the SHPO and other cultural resource agencies. Field inspection will be limited; a historic-architectural survey team will examine standing structures within the study area and an archaeological team will perform a cursory overview of the study area in search of prehistoric, archaeological, and paleontological resources. A Phase I Cultural Resources Report will be prepared and forwarded to the SHPO requesting compliance with the National Historic Preservation Act of 1966, as amended.

ASSUMPTIONS:

1. *FAA will be responsible for correspondence with Indian Tribes regarding the project.*
 2. *No consultation with the Indian Tribes will be conducted. Should it be determined that consultation is required, this will be prepared as an amendment to this contract.*
 3. *Six (6) meetings with the SCSHPO are anticipated to determine the requirements of the Memorandum of Understanding (MOU).*
 4. *The Phase I Cultural Resources Survey of the 4.25-acre St. James Church Relocation Tract, Union Cemetery Road prepared in April 2020 will be included as part of the environmental documentation.*
 5. *Comments for the aforementioned report will be included as part of the scope of services for the preparation of the environmental assessment.*
 6. *If the SHPO determines that a Phase II Cultural Resources Survey is necessary, this task will be performed under a contract amendment.*
 7. *A MOU is required and will be prepared during the design phase of the proposed project.*
- I. COMPATIBLE LAND USE – Existing land use within the study area (study area – 0.5 miles around HXD and the proposed project site) will be inventoried by windshield surveys. Land use plans and zoning codes will be collected and reviewed. Land use types, to be identified, will include residential, commercial, industrial, and noise sensitive sites (parks, schools, churches, etc.). In addition, community facilities and existing utilities will be inventoried. Information collected will be reviewed. Evaluation of existing land use and land use planning will include impacts to existing zoning, conformance with adopted comprehensive plans, impacts to neighborhoods, and cumulative impacts.

ASSUMPTION:

1. *Available land use and zoning data will be provided by the **COUNTY** and Town of Hilton Head Island.*

- J. **NATURAL RESOURCES AND ENERGY SUPPLY** – In general terms, the potential energy consumption required to implement the project during construction and throughout its life will be determined. Energy conservation measures will be evaluated, if necessary.
- K. **NOISE** – The proposed project is not anticipated to have an adverse impact on the surrounding community from noise generated by additional aircraft using HXD. However, a noise analysis will be performed using the Aviation Environmental Design Tool (AEDT) 2c to determine the potential impact of noise on the surrounding community for the existing and proposed conditions. Noise contours will be produced ranging from 65 dB DNL to 80 dB DNL at 5 dB increments and plotted on the Airport Layout Plan or an aerial image of the Airport.

ASSUMPTIONS:

1. *FAA Aviation Environmental Design Tool (AEDT) 2c will be used to determine potential impacts.*
 2. *No monitoring of existing noise will be performed as part of this scope of services.*
- L. **SOCIOECONOMIC IMPACTS, ENVIRONMENTAL JUSTICE, AND CHILDREN'S HEALTH AND SAFETY RISKS** –
1. **Socioeconomic Impacts** – The impact of the proposed project on potential relocation of residences and/or businesses, changes in surface transportation patterns, disruption of planned development, and significant changes in the potential employment base will be analyzed. Should potential relocations occur, provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, will be utilized to determine compliance.
 2. **Environmental Justice** – Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (February 11, 1994) states that to the greatest extent practicable and permitted by law, each federal agency should make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations. A cursory analysis of population impact will be performed.

8. **Children's Health and Safety Risks** – Executive Order 13045, Protection of Children from Environmental Health Risks and Safety Risks (April 23, 1997), directs federal agencies to identify and assess environmental health risks and safety risks that may disproportionately affect children. Environmental health risks and safety risks include risks to health or to safety that are attributable to products or substances that a child is likely to come in contact with or ingest, such as air, food, drinking water, recreational waters, soil, or products they might use or be exposed to. A cursory qualitative analysis of potential risks will be performed.

ASSUMPTION:

1. *A detailed quantitative risk assessment will be performed under a contract amendment, if deemed necessary.*

M. VISUAL EFFECTS –

1. **Light Emissions** – Consideration of the extent to which any lighting associated with the proposed project will create an annoyance to people in the vicinity of the airport will be determined.
2. **Visual Impacts** – Visual impact will be identified by examining the visual viewshed, which takes into account the entire landscape and is comprised of two main aspects: views to and views from. If necessary, mitigative measures to avoid adverse visual impacts will be discussed.

N. WATER RESOURCES –

1. **Wetlands** – Jurisdictional wetland areas will be identified and their size, location, type, and function/value estimated, in consultation with the U.S. Army Corps of Engineers (USACE) and other appropriate federal and state agencies. Available reference materials will be reviewed and field investigations will be conducted. Results of the wetland delineation and proposed mitigation plan, if necessary, will be prepared.

ASSUMPTIONS:

1. *A past wetland jurisdictional determination was conducted in 2012 within the boundary of the airport property, but it has expired in accordance with USACXDE requirements and will be reassessed.*
2. *Surveying of wetland boundaries will be performed by GPS and a jurisdictional determination prepared and submitted to the USACE for verification.*
3. *Permitting and mitigation are not included in this Work Authorization.*

2. **Floodplain** – A topographic map with the project boundaries (with 1-foot contour intervals) will be prepared indicating major land surface features. In addition, the 100-year floodplain and floodway boundaries will be identified and described (no field work or flagging of floodplain boundaries will be conducted). In accordance with Executive Order 11988, floodplain impacts will be identified such as effects to existing floodplain values, support of incompatible floodplain development, etc.

ASSUMPTIONS:

1. *Topographic mapping used in the preparation of the Master Plan Update will be used.*
 2. *Floodplain boundaries will not be identified in the field.*
 3. *Existing FEMA mapping will be used to identify floodplains.*
3. **Water Quality** – The ambient conditions of streams and other water bodies likely to be impacted by the proposed project will be described. Where available from the review agencies, data for surface water and groundwater quantity and quality will be cited. Potential impacts to water quality will be discussed. Mitigation, in the form of retention/detention basins, runoff channels, etc., will be developed in accordance with **COUNTY** requirements and federal, state, and local stormwater and water quality regulations.
 4. **Wild and Scenic Rivers** – Wild and scenic rivers within the study area will be identified and potential impacts discussed. Opportunities for the proposed project to provide public access to recreational and scenic amenities at such waterways will be investigated. Mitigative measures, if necessary, will be investigated.
- O. **CUMULATIVE IMPACTS** – **TBE** will discuss the secondary and cumulative impacts on a category-by-category basis for those where impacts will be anticipated. This will include land use, water quality, social, economics, wetlands and other topics for which this discussion will be appropriate.

ASSUMPTION:

1. *Indirect and cumulative impact analysis will be performed under a contract amendment, if deemed necessary.*
- P. **IRREVERSIBLE AND IRRETRIEVABLE COMMITMENT OF RESOURCES** – Discussion of the use of resources will be outlined in this section.

- Q. PERMITS – Environmental permits required for construction of the proposed project will be identified and a brief description of regulatory requirements will be provided for each.

TASK 4: DRAFT ENVIRONMENTAL DOCUMENTATION

TBE will prepare a draft environmental assessment (DEA) in accordance with the requirements of National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015), utilizing the technical material previously collected (Task 3). The document will be concise and will include support documents, as necessary. **Four (4)** copies of the preliminary DEA will be distributed for review and comment. Comments will be incorporated and **20** copies of the approved draft document will be prepared for general distribution to the reviewing agencies. The DEA will address the following items:

- A. PURPOSE AND NEED – This section will provide a description of the proposed action that addresses, at a minimum:
1. Project purpose
 2. Proposed action
 3. Relationship of the proposed action to applicable federal, state, and local rules and regulations
 4. Public need for the proposed action
- B. ALTERNATIVES – This section will discuss the no build and build alternatives.
- C. AFFECTED ENVIRONMENT AND ENVIRONMENTAL CONSEQUENCES – **TBE** will use the environmental inventory previously conducted to describe the environmental setting in the local, regional, and statewide context. This will serve as the background for preparation of the impact analysis section of the draft document. The impact and mitigation portion of the DEA will identify and describe the primary, secondary, and cumulative environmental impacts on the natural, human, and economic resources. Primary impacts are environmental changes occurring as a result of the proposed action. Secondary impacts are those impacts that extend to the surrounding area from the implementation of the proposed action. Cumulative impacts are normally those occurring over a long period of time that is precipitated directly or indirectly from implementation of the

proposed action. Mitigation plans, if required for unavoidable adverse impact will also be discussed.

- D. PREPARERS – A list of people responsible for preparation of the draft document will be included in the document.
- E. APPENDICES – Appendices will be included only for analytical information that substantiates an analysis pertinent to the document.

ASSUMPTIONS:

1. *No build alternatives analysis will be performed.*
2. *The **COUNTY** and **FAA** will review the preliminary DEA document concurrently and will provide comments to **TBE**.*
3. ***TBE** will assume one (1) concurrent independent review by the **COUNTY** and **FAA** prior to approval of the DEA.*

DELIVERABLES

1. ***Four (4)** copies of the preliminary DEA for review; and,*
2. ***Twenty (20)** copies of approved DEA.*

TASK 5: ADVERTISE, CONDUCT PUBLIC HEARING WORKSHOP, AND EVALUATE COMMENTS

A. PUBLIC HEARING WORKSHOP –

1. The **COUNTY** will arrange for the location of the public hearing workshop.
2. **TBE** will prepare the notice of opportunity for a public hearing workshop.
3. **Preparation for the Public Hearing Workshop** – Prepare two (2) sets of color-coded exhibits that identify inventoried resources associated with the proposed action, comment forms, maps and other graphics, and have on hand ten (10) copies of the DEA.
4. **Public Workshop Hearing Attendance** – TBE will attend the public workshop and will provide technical assistance and support to the COUNTY. **TBE** will have a recorder for oral comments.
5. Public comments received during the public comment period before, during, and after the public hearing workshop will be reviewed, categorized, and

evaluated by the COUNTY and TBE. Appropriate responses will be included in the final document.

ASSUMPTIONS:

1. *The **COUNTY** will select and provide the location for the public hearing workshop.*
2. ***TBE** will provide two (2) copies of the DEA for the public workshop.*
3. ***TBE** will provide two (2) sets of graphics for identifying the major environmental resources associated with the proposed project.*
4. ***TBE** will prepare the referenced graphics and written materials normally associated with this task and attend the public hearing workshop.*

TASK 6: FINAL ENVIRONMENTAL DOCUMENTATION

TBE will revise the DEA in accordance with the appropriate regulatory guidance referenced in Task 4. **Four (4)** copies each of the preliminary final environmental assessment (FEA) will be distributed for review and comment. Comments will be incorporated and **10** copies of the approved FEA will be prepared for general distribution to those agencies having provided substantive comments into the FEA. The FEA will include but not be limited to addressing the following issues:

- A. Revise project description to reflect changes as a result of circulation of DEA and input received from the public hearing process.
- B. Revise maps and drawings to reflect changes in location, design, and impact.
- C. Attach written comments received following DEA circulation and public information workshop. Address both verbal and written comments received.
- D. List environmental commitments.

ASSUMPTIONS:

1. *The **COUNTY** and **FAA** will review the preliminary FEA concurrently and will provide comments to the **TBE**.*
2. ***TBE** will assume one (1) concurrent independent review prior to approval of the FEA.*
3. ***FAA** will prepare the Finding of No Significant Impact (FONSI).*

DELIVERABLES:

1. ***Four (4)** copies of the preliminary FEA for review; and,*

2. ***Ten (10) copies of approved FEA.***

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

Cost of Services: The method of payment shall be in accordance with Article 6 of the Master Contract. The basic services work shall be performed in accordance with the Master Contract as a lump sum of **\$288,577.67**, which includes reimbursable expenses. Special Additional Services shall be performed as listed below with a budget of **\$70,638.36**. The total value of this Work Authorization shall not exceed **\$359,316.03** without additional authorization

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

APPROVED:
BEAUFORT County

APPROVED:
TALBERT, BRIGHT & ELLINGTON, INC.

Title

Vice President

Title:

Date:

Date:

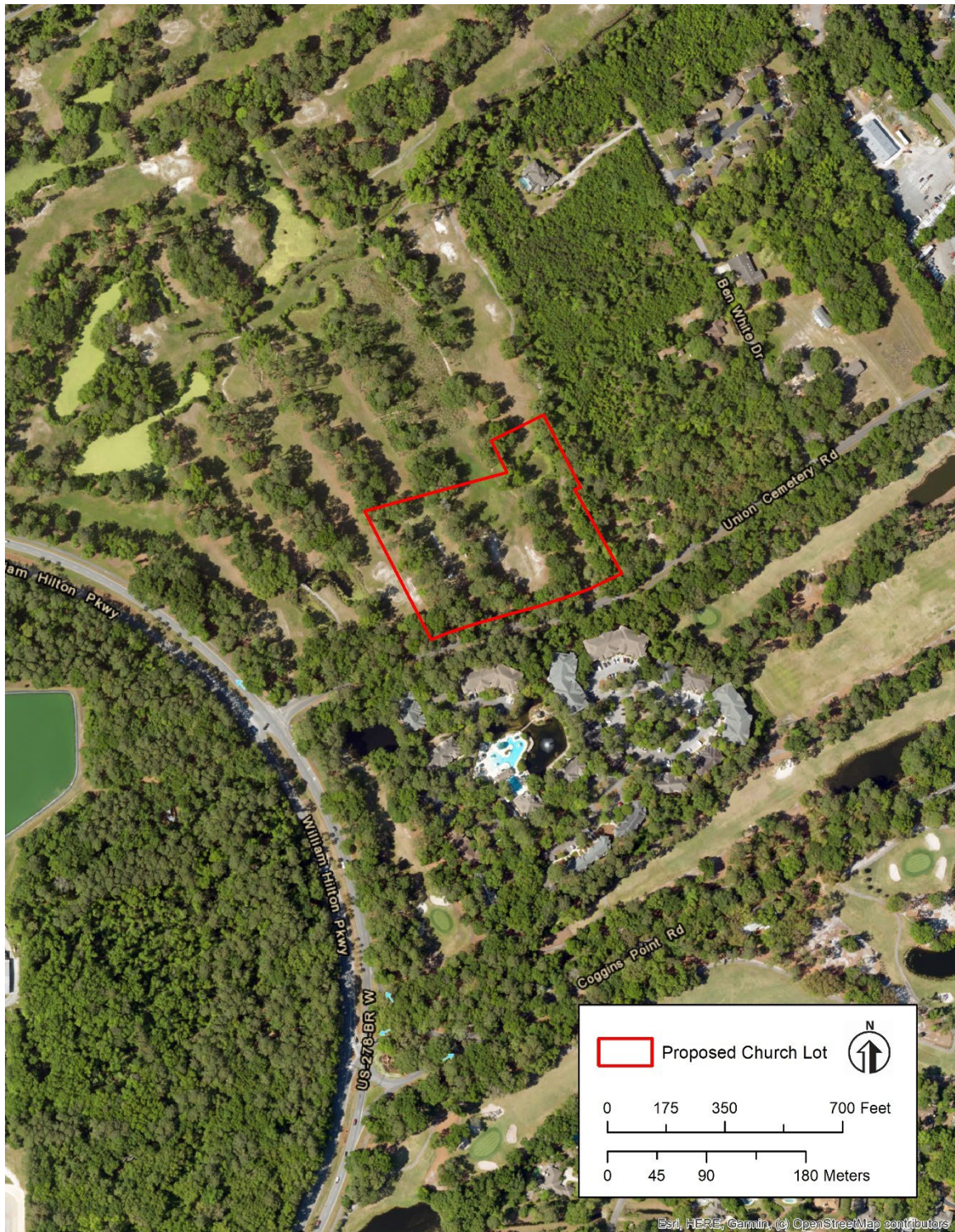
Witness:

Witness:

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-2304





MANHOUR ESTIMATE

SJBC RELOCATION ENVIRONMENTAL DOCUMENTATION

HILTON HEAD ISLAND AIRPORT

HILTON HEAD ISLAND, SOUTH CAROLINA

AIP PROJECT NO:

SCAC PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2304

June 13, 2024

DESCRIPTION	PRIN \$ 290	PM \$ 230	SP \$ 170	E5 \$ 185	E3 \$ 143	E2 \$ 120	E1 \$ 96	PMA III \$ 130	T5 \$ 140	AD4 \$ 85
<i>PRELIMINARY PROJECT SCOPING</i>										
Develop Project Scope/Contract	4	16	0	0	0	0	0	0	0	0
Subconsultant Negotiation and Management	2	8	0	0	0	0	0	0	0	0
<i>TASK 1 - PROJECT MANAGEMENT</i>										
Subconsultant Management	0	61	0	0	0	0	0	0	0	0
Meetings (3)	24	24	0	0	0	0	0	24	0	0
Monthly Status Reports	0	12	0	0	0	0	0	0	0	0
Project Management	32	60	0	0	0	0	0	0	0	16
Additional Meetings (8)	64	64	0	0	0	0	0	64	0	0
Public Information Meeting (1)	16	8	0	0	0	0	0	8	0	8
<i>TASK 2 - STATE, FEDERAL, AND LOCAL AGENCY COORDINATION</i>										
Agency Meetings	0	16	0	0	0	0	0	0	0	0
Scoping Letter	0	4	0	0	0	0	0	0	0	0
Letter of Intent	0	4	0	0	0	0	0	0	0	0
SCSHPO Meeting (1)	8	8	0	0	0	0	0	0	0	0
<i>TASK 3 - ENVIRONMENTAL INVENTORY, EVALUATION, AND ANALYSIS</i>										
Air Quality	0	8	4	0	0	0	0	4	0	0
Biological Resources	0	4	1	0	0	0	0	2	0	0
Climate	0	4	0	0	0	0	0	2	0	0
Coastal Resources	0	8	0	0	0	0	0	0	0	0
Department of Transportation Act: Section 4(f)	0	1	0	0	0	0	0	0	0	0
Farmlands	0	1	0	0	0	0	0	0	0	0
Hazardous Materials, Solid Waste, and Pollution Prevention	0	8	1	0	0	0	0	4	4	0
Historical, Architectural, Archaeological, and Cultural Resources	0	40	2	0	0	0	0	2	0	0
Compatible Land Use	0	4	2	0	0	0	0	2	0	0
Natural Resources and Energy Supply	0	8	0	0	0	0	0	4	0	0
Noise	4	16	0	0	0	0	0	0	16	8
Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks	0	8	1	0	0	0	0	4	0	0
Visual Effects	0	8	0	0	0	0	0	4	0	0
Water Resources										
Wetlands	0	8	1	0	0	0	0	4	0	0
Floodplains	0	4	1	0	0	0	0	2	0	0
Water Quality	0	4	1	0	0	0	0	4	4	0
Wild and Scenic Rivers	0	1	1	0	0	0	0	0	0	0
Cumulative Impacts	0	4	0	0	0	0	0	2	0	0
Irreversible and Irretrievable Commitment of Resources	0	4	1	0	0	0	0	2	0	0
Permits	0	4	0	0	0	0	0	2	0	0
<i>TASK 4 - DRAFT ENVIRONMENTAL DOCUMENTATION</i>										
Purpose and Need	0	8	4	0	0	0	0	4	0	0
Alternatives	8	8	4	0	0	0	0	0	0	0
Affected Environment	0	8	4	0	0	0	0	4	0	0
Environmental Consequences	0	20	4	0	0	0	0	24	24	0
Preparers/Appendices	0	2	4	0	0	0	0	1	0	0
Comments and Coordination	0	4	4	0	0	0	0	2	0	0
Preliminary Draft Environmental Document	8	16	4	0	0	0	0	16	16	0
Final Draft Environmental Document	8	16	4	0	0	0	0	16	16	
<i>TASK 5 - ADVERTISE, CONDUCT PUBLIC HEARING, AND EVALUATE COMMENTS</i>										
Prepare Advertisement	0	2	0	0	0	0	0	1	0	0
Prepare Public Hearing Exhibits	0	8	16	0	0	0	0	8	16	0

MANHOUR ESTIMATE

SJBC RELOCATION ENVIRONMENTAL DOCUMENTATION
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAC PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2304

June 13, 2024

DESCRIPTION	PRIN \$ 290	PM \$ 230	SP \$ 170	E5 \$ 185	E3 \$ 143	E2 \$ 120	E1 \$ 96	PMA III \$ 130	T5 \$ 140	AD4 \$ 85
Attend Public Hearing	8	8	8	0	0	0	0	8	0	8
Prepare Comment Responses	0	8	0	0	0	0	0	8	8	24
TASK 6 - FINAL ENVIRONMENTAL DOCUMENTATION										
Revise Draft Environmental Document	0	16	4	0	0	0	0	16	16	0
Preliminary Final Environmental Document	8	8	0	0	0	0	0	0	0	0
Final Environmental Document	8	16	4	0	0	0	0	16	16	0
MANHOUR TOTAL	202	580	80	0	0	0	0	264	136	64

DIRECT LABOR EXPENSES:
CLASSIFICATION

		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 290	202	\$ 58,580
Project Manager	PM	\$ 230	580	\$ 133,498
Senior Planner	SP	\$ 170	80	\$ 13,600
Engineer V	E5	\$ 185	-	\$ -
Engineer III	E3	\$ 143	-	\$ -
Engineer II	E2	\$ 120	-	\$ -
Engineer I	E1	\$ 96	-	\$ -
Project Manager's Assist. III	PMA III	\$ 130	264	\$ 34,320
Technician V	T5	\$ 140	136	\$ 19,040
Admin. Assistant IV	AD4	\$ 85	64	\$ 5,440
Admin. Assistant III	AD3	\$ 75	8	\$ 600
	Total		1,334	
SUBTOTAL				\$ 265,077.67

DIRECT EXPENSES:
EXPENSE DESCRIPTION

	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 250.00	2	\$ 500
Postage	LS	\$ 500.00	2	\$ 1,000
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 500.00	2	\$ 1,000
Travel/Per Diem	LS	\$ 3,000.00	3	\$ 9,000
Draft Environmental Document	EA	\$ 250.00	24	\$ 6,000
Final Environmental Document	EA	\$ 250.00	14	\$ 3,500
Presentation Materials	LS	\$ 2,500.00	1	\$ 2,500
SUBTOTAL				\$ 23,500.00

SCOPE OF SUCONTRACTED SERVICES:
EXPENSE DESCRIPTION

	UNIT	UNIT RATE	EST. UNITS	EST. COST
Brockington & Associates (St. James Church Phase I-1)	LS	\$ 27,979	1	\$ 27,978.80
Brockington & Associates (Union Cemetery Road Property)	LS	\$ 11,726	1	\$ 11,725.56
S&ME (Protected Species Assessments)	LS	\$ 6,000	1	\$ 6,000.00
S&ME (Jurisdictional Waters Assessments)	LS	\$ 6,000	1	\$ 6,000.00
S&ME (Phase I Site Assessments)	LS	\$ 5,500	1	\$ 5,500.00
Ken Weedon & Associates (DBE 2024-2026 Plan)	LS	\$ 7,434	1	\$ 7,434.00
Roy Johnson (Facilitator)	LS	\$ 6,000	1	\$ 6,000.00
SUBTOTAL				\$ 70,638.36

TOTAL COST: \$ 359,216.03



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 19.

ITEM TITLE:

RECOMMENDATION TO ACCEPT FAA BIL AIG GRANT IN THE AMOUNT OF \$448,000 FOR ARW RUNWAY 07/25 REHABILITATION (CONSTRUCTION) CONTINGENT UPON FINAL FAA OFFER

MEETING NAME AND DATE:

Public Facilities and Safety Committee; August 19, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

This grant will fund the ARW Runway 07/05 Rehabilitation (Construction) project.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on August 15, 2024.

PROJECT / ITEM NARRATIVE:

This project includes the construction and construction administration services to rehabilitate Runway 07/25 at ARW. Pavement maintenance is one of the guarantees the County makes to the FAA when accepting grant funds. A recent pavement analysis found that the runway needs rehabilitation. This project addresses that need and satisfies the FAA requirement.

FISCAL IMPACT:

The FAA will provide 90% (\$448,000) of the total project cost, SCAC will fund 5% (\$24,889), and airport operations will fund 5% (\$24,889).

Grant Expenditures - GL Code 5102-90-0000-57130 (This line item provides initial funding since all grants are reimbursable)

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA BIL AIG Grant in the amount of \$448,000 for ARW Runway 07/05 Rehabilitation (Construction) contingent upon final FAA offer

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny acceptance of FAA BIL AIG Grant in the amount of \$448,000 for ARW Runway 07/05 Rehabilitation (Construction) contingent upon final FAA offer.

Move forward to Council for approval on September 9, 2024

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application

- ☐ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

3-45-0008-019-2024

*5b. Federal Award Identifier:

ARW

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Beaufort County

*b. Employer/Taxpayer Identification Number (EIN/TIN):

57-6000311

*c. UEI:

XFSKWHHQM58

d. Address:

*Street 1: 39 Airport Circle

Street 2:

*City: Beaufort

County/Parish:

*State: SC

*Province:

*Country: USA: United States

*Zip / Postal Code 29907-0000

e. Organizational Unit:

Department Name:

Department of Airports

Division Name:

Beaufort Executive Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Jon

Middle Name: P

*Last Name: Rembold

Suffix:

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 843-255-2952

Fax Number: (843) 255-9424

*Email: jrembold@bcgov.net

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

Bipartisan Infrastructure Law - Airport Infrastructure Grant (AIG)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Beaufort, Beaufort County, South Carolina

***15. Descriptive Title of Applicant's Project:**

Runway 07/25/Rehabilitation (Construction)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: SC-001

*b. Program/Project: SC-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2024

*b. End Date: 06/30/2025

18. Estimated Funding (\$):

*a. Federal	\$ 448,000
*b. Applicant	\$ 24,889
*c. State	\$ 24,889
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 497,778

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jon

Middle Name: P

*Last Name: Rembold

Suffix:


*Title: Director of Airports

*Telephone Number: 843-255-2952

Fax Number: 843-255-9424

* Email: jrembold@bcgov.net

*Signature of Authorized Representative:



*Date Signed: 7/15/2024

BEAUFORT EXECUTIVE AIRPORT (ARW) PROGRAM NARRATIVE

3-45-0008-019 – 2024 (BIL)

3-45-0008-020-2024 (AIP)

Runway 07/25 Rehabilitation (Construction): This project includes the construction and construction administration services for the rehabilitation of Runway 03/21 at ARW. Based on information from the SCAC the current PCI for the runway is 56/70.

Construction Administration and Inspection Services (TBE)	\$214,730.00
Construction (Quality Enterprises)	\$2,920,387.40
TOTAL	\$3,135,117.40

Estimated Cost: \$3,135,117.40

FAA Cost: \$2,821,606.00

Independent Fee Estimate (IFE): In accordance with FAA Advisory Circular (AC) 150/5100-14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (September 30, 2014), Sponsors must perform independent fee estimates. The AC states that if a contract is greater than \$100,000, a detailed fee analysis is required.

Estimated Cost: \$5,000.00

FAA Cost: \$4,500.00

PROJECT DESCRIPTION	TOTAL EST. COST
Construction Administration and Inspection Services (TBE)	\$214,730.00
Construction (Quality Enterprises)	\$2,920,387.40
Independent Fee Estimate (IFE)	\$5,000.00
TOTAL	\$3,140,117.40
FAA	
AIP	\$2,378,106.00
BIL	\$448 000.00
TOTAL	\$2,826,106.00
SCAC	\$157,005.87
Beaufort County	\$157,005.87

BEAUFORT EXECUTIVE AIRPORT (ARW)
PROGRAM NARRATIVE

3-45-0008-019 – 2024 (BIL)

3-45-0008-020-2024 (AIP)

PROJECT DESCRIPTION	TOTAL EST. COST	FAA SHARE	STATE SHARE	LOCAL SHARE
Runway 07/25 Rehabilitation	\$3,135,117.40	\$2,821,606.00	\$156,755.87	\$156,755.87
Independent Fee Estimate (IFE)	\$5,000.00	\$4,500.00	\$250.00	\$250.00
TOTAL	\$3,140,117.40	\$2,826,106.00	\$157,005.87	\$157,005.87

TALBERT, BRIGHT & ELLINGTON

Engineering & Planning Consultants

Item 19.

July 10, 2024

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

RE: Bid Tabulation
Runway 7-25 Pavement Rehabilitation
Beaufort Executive Airport
Beaufort, South Carolina
TBE Project No. 2119-2103

Dear Mr. Rembold,

Please find enclosed a copy of the Bid Tabulation for the above referenced project. A total of two (2) responsive bids were received for the above project on July 9, 2024. Quality Enterprises USA, Inc. submitted the lowest bid in the amount of Two Million, Nine Hundred Twenty Thousand, Three Hundred Eighty-Seven dollars and Forty cents (\$2,920,387.40). APAC-Atlantic, Inc. submitted the next lowest bid in the amount of Two Million, Nine Hundred Eighty-Six Thousand, Five Hundred Seventy dollars and Zero cents (\$2,986,570.00).

By copy of this letter, copies of the Bid Tabulation are being forwarded to the bidders.

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

Sincerely,



J. Andrew Shook, P.E.

Enclosure

cc: Kyle Cody, FAA – AADO
Gary Siegfried, SCAC
Steve Parry, Deputy Airports Director
All Bidders

BID TABULATION
 RUNWAY 07-25 PAVEMENT REHABILITATION
 BEAUFORT EXECUTIVE AIRPORT
 TBE PROJECT NO. 2119-2103
 July 9, 2024

					Quality Enterprises USA, Inc. Naples, FL		APAC-Atlantic, Inc. Savannah, GA		ENGINEER'S ESTIMATE	
BASE BID					LICENSE NO.: G97783		LICENSE NO.: G12050			
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$39,155.30	\$39,155.30	\$378,000.00	\$378,000.00	\$95,000.00	\$95,000.00
2	C-102	TEMPORARY CONSTRUCTION ENTRANCE	1	EA	\$10,690.60	\$10,690.60	\$7,700.00	\$7,700.00	\$8,000.00	\$8,000.00
3	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	3,500	LF	\$6.20	\$21,700.00	\$6.00	\$21,000.00	\$5.00	\$17,500.00
4	C-102	SEDIMENT TUBES	25	EA	\$301.50	\$7,537.50	\$170.00	\$4,250.00	\$600.00	\$15,000.00
5	C-102	RIP RAP APRONS	190	SY	\$162.80	\$30,932.00	\$208.00	\$39,520.00	\$150.00	\$28,500.00
6	C-105	MOBILIZATION	1	LS	\$258,000.00	\$258,000.00	\$280,000.00	\$280,000.00	\$256,800.00	\$256,800.00
7	HA	HERBICIDE APPLICATION	1	EA	\$1,794.60	\$1,794.60	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00
8	P-101	CRACK REPAIR (1/4" TO 2")	800	LF	\$6.50	\$5,200.00	\$34.00	\$27,200.00	\$25.00	\$20,000.00
9	P-101	CRACK REPAIR (GREATER THAN 2")	100	LF	\$26.10	\$2,610.00	\$435.00	\$43,500.00	\$10.00	\$1,000.00
10	P-101	VARIABLE DEPTH PAVEMENT MILLING	1,700	SY	\$23.20	\$39,440.00	\$67.00	\$113,900.00	\$18.00	\$30,600.00
11	P-152	SHOULDER BUILDUP	7,800	LF	\$9.60	\$74,880.00	\$3.00	\$23,400.00	\$20.00	\$156,000.00
12	P-152	UNSUITABLE EXCAVATION	100	CY	\$115.10	\$11,510.00	\$170.00	\$17,000.00	\$80.00	\$8,000.00
13	P-401	BITUMINOUS ASPHALT SURFACE COURSE	4,200	TN	\$264.50	\$1,110,900.00	\$298.00	\$1,251,600.00	\$250.00	\$1,050,000.00
14	P-603	EMULSIFIED ASPHALT TACK COAT	3,500	GAL	\$9.40	\$32,900.00	\$5.80	\$20,300.00	\$4.00	\$14,000.00
15	P-620	PAVEMENT MARKING (REFLECTORIZED WHITE)	23,000	SF	\$3.90	\$89,700.00	\$1.70	\$39,100.00	\$5.00	\$115,000.00
16	P-620	PAVEMENT MARKING (REFLECTORIZED YELLOW)	1,400	SF	\$5.20	\$7,280.00	\$1.70	\$2,380.00	\$5.00	\$7,000.00
17	P-620	TEMPORARY MARKING	24,400	SF	\$2.00	\$48,800.00	\$1.00	\$24,400.00	\$4.00	\$97,600.00
18	P-621	GROOVING	22,000	SY	\$3.30	\$72,600.00	\$3.10	\$68,200.00	\$6.00	\$132,000.00
19	D-701	6" HDPE PERFORATED PIPE IN STONE TRENCH WITH CLEANOUTS	7,000	LF	\$109.70	\$767,900.00	\$49.50	\$346,500.00	\$75.00	\$525,000.00
20	D-701	12" HDPE PIPE	400	EA	\$89.40	\$35,760.00	\$131.00	\$52,400.00	\$80.00	\$32,000.00
21	D-701	12" HDPE TEE	8	EA	\$1,217.70	\$9,741.60	\$640.00	\$5,120.00	\$800.00	\$6,400.00
22	D-701	12" x 6" HDPE REDUCER	16	EA	\$1,088.60	\$17,417.60	\$640.00	\$10,240.00	\$800.00	\$12,800.00
23	D-705	6" PERFORATED UNDERDRAIN PIPE IN STONE TRENCH WITH FABRIC	440	LF	\$110.30	\$48,532.00	\$59.00	\$25,960.00	\$100.00	\$44,000.00
24	D-752	PRECAST CONCRETE HEADWALL	8	EA	\$2,703.40	\$21,627.20	\$4,000.00	\$32,000.00	\$3,000.00	\$24,000.00
25	D-752	STORMWATER CHECK VALVE	8	EA	\$8,575.30	\$68,602.40	\$5,100.00	\$40,800.00	\$6,000.00	\$48,000.00
26	T-901	SEEDING	6	AC	\$2,323.20	\$13,939.20	\$3,400.00	\$20,400.00	\$2,400.00	\$14,400.00
27	T-908	MULCHING	6	AC	\$1,905.60	\$11,433.60	\$3,400.00	\$20,400.00	\$1,400.00	\$8,400.00
28	L-125	ADJUST EXISTING RUNWAY/TAXIWAY BASE MOUNTED LIGHT	58	EA	\$1,031.10	\$59,803.80	\$1,100.00	\$63,800.00	\$800.00	\$46,400.00
TOTAL BASE BID AMOUNT					\$2,920,387.40		\$2,986,570.00		\$2,825,400.00	

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

J. Andrew Shook

TALBERT BRIGHT & ELLINGTON, INC.

7/10/24

DATE

**BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
WORK AUTHORIZATION 24-01
July 11, 2024
PROJECT NO.: TBI NO. 2119-2401**

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

Description of Work: The scope of the project is to rehabilitate Runway 7-25 at Beaufort Executive Airport. The bid documents include a bituminous concrete overlay of the existing runway pavement. Also included will be variable depth pavement milling; new pavement markings; shoulder buildup along the new overlay pavement edge; required edge light elevation adjustments adjacent to the new overlay pavement edge; required sediment and erosion control measures; and new below grade underdrains. The approximate limits of the overlay work areas are depicted on the project sketch within this Work Authorization.

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

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

BASIC SERVICES

CONSTRUCTION PHASE:

The construction phase services for this project includes preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, coordinating and conducting the Preconstruction Conference meeting and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general

construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record drawings, assist Beaufort Executive Airport with Grant Closeout and prepare Grant closeout paperwork.

The intended deliverables for these services shall include:

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

SPECIAL SERVICES

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

A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with "Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative" of the Master Contract.

Task 2 – Quality Assurance Testing

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

Task 3 – A-Built Survey

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

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

Cost of Services: The method of payment shall be in accordance with Article 6 – Compensation of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$80,527.00** including expenses. Special services shall be performed on a not to exceed basis with a budget of **\$134,203.00**, which includes reimbursable expenses. For a total of **\$214,730.00**.

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

APPROVED:

BEAUFORT COUNTY

APPROVED:

TALBERT, BRIGHT & ELLINGTON, INC.

Title

Vice President

Title:

Date:

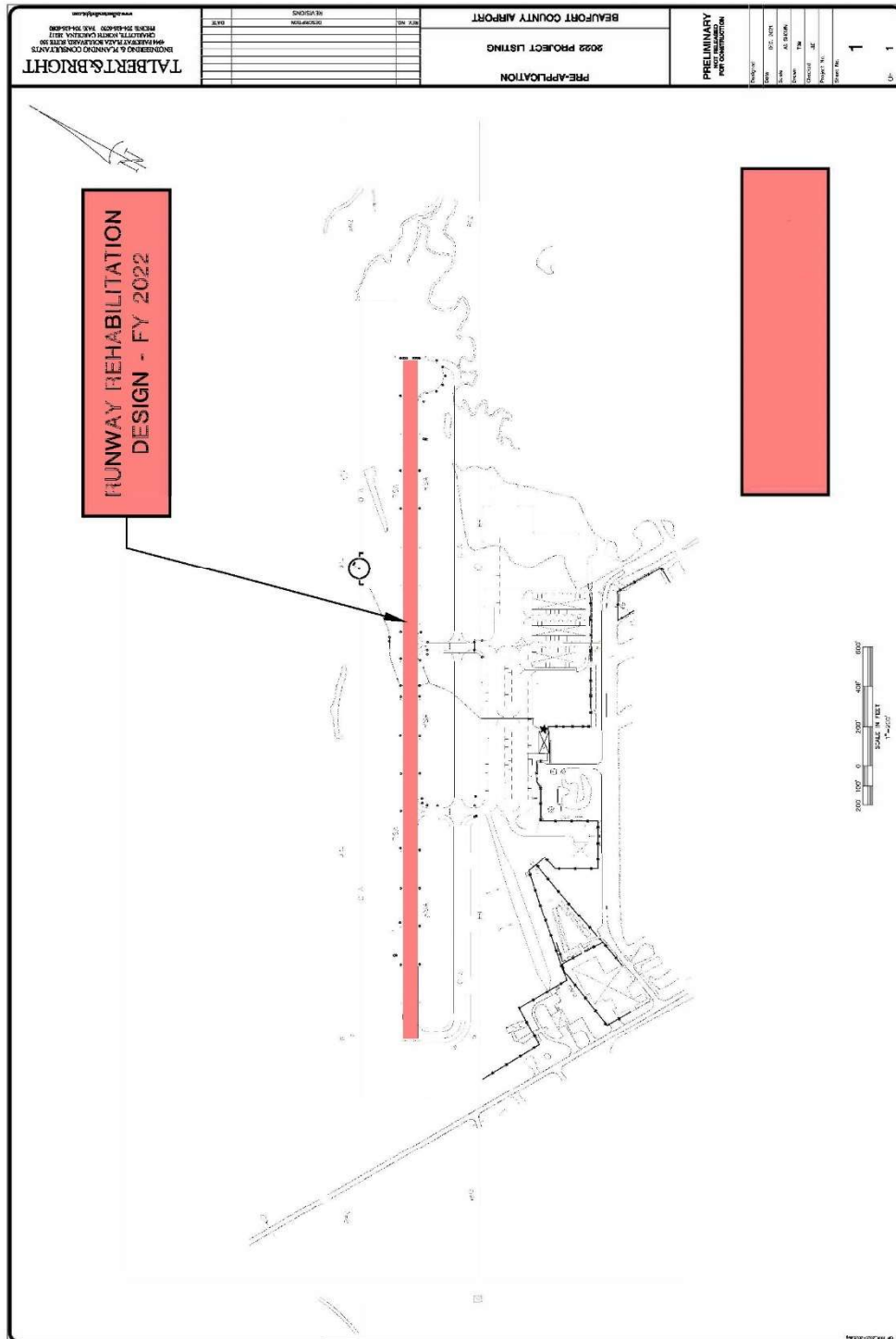
Date:

Witness:

Witness:

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-2401



SUMMARY OF FEES**RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

DESCRIPTION	ESTIMATED
BASIC SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ -
DESIGN PHASE (04)	\$ -
BIDDING PHASE (05)	\$ -
CONSTRUCTION ADMINISTRATION PHASE (06)	<u>\$ 77,702.00</u>
SUBTOTAL	\$ 77,702.00
EXPENSES	\$ 2,825.00
SUBCONSULTANTS	\$ 63,293.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	<u>\$ 70,910.00</u>
SUBTOTAL	\$ 137,028.00
TOTAL	\$ 214,730.00

MANHOUR ESTIMATE

RUNWAY 7-25 PAVEMENT REHABILITATION

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

CONSTRUCTION ADMINISTRATION PHASE (06)

DESCRIPTION	PRIN \$ 290	SPM \$ 250	PM \$ 230	SP \$ 171	E5 \$ 185	E2 \$ 120	AD5 \$ 90	T5 \$141
Award contract and prepare RFC documents	0	6	4	0	4	0	0	8
Coordinate with subconsultants	4	16	4	0	16	0	0	0
Coordinate/ conduct preconstruction	0	8	0	0	0	0	0	0
Preconstruction minutes	0	2	0	0	0	0	0	0
Coordinate project schedule	0	6	0	0	0	4	0	0
Coordinate submittals	0	16	0	0	0	24	0	0
Construction visits	0	24	0	0	0	8	0	0
Construction observation reports	0	6	0	0	0	2	0	0
Review/coordinate field changes	2	12	4	0	0	8	0	4
Construction correspondence	4	8	8	2	0	4	0	0
Grant administration	0	12	40	8	0	0	0	0
Process requests for partial payment	0	16	0	8	0	0	0	0
Review test results/PWL calculations	0	20	0	28	0	0	0	0
Final inspection	0	10	0	0	8	0	0	0
Develop record drawings & Final Report	0	8	0	0	0	0	4	12
MANHOUR TOTAL	10	164	56	46	24	50	4	16

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 290	10	\$ 2,900
Senior Project Manager	SPM	\$ 250	164	\$ 41,000
Project Manager	PM	\$ 230	56	\$ 12,880
Senior Planner	SP	\$ 171	46	\$ 7,866
Engineer V	E5	\$ 185	24	\$ 4,440
Engineer II	E2	\$ 120	50	\$ 6,000
Admin. Assistant V	AD5	\$ 90	4	\$ 360
Technician V	T5	\$ 141	16	\$ 2,256
	Total		370	
SUBTOTAL				\$ 77,702.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	ESTIMATED COST
Telephone	LS	\$ 150.00	1	\$ 150.00
Postage	LS	\$ 125.00	1	\$ 125.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 750.00	1	\$ 750.00
Travel	LS	\$1,800.00	1	\$ 1,800.00
SUBTOTAL				\$ 2,825.00

MANHOUR ESTIMATE**RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Quality Acceptance Testing	LS	\$25,955.00	1	\$ 25,955.00
As-Built Survey	LS	\$29,338.00	1	\$ 29,338.00
Ward Edwards CA of drainage	LS	\$8,000.00	1	\$ 8,000.00
<i>SUBTOTAL</i>				<i>\$ 63,293.00</i>
TOTAL CONSTRUCTION ADMIN. COST:				\$ 143,820.00

MANHOUR ESTIMATE**RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)

CALENDAR DAYS 45

DESCRIPTION	RPR
	\$ 118
Project review	16
Site mobilization	8
On site inspection	412
Final inspection	16
Follow up inspection	40
Site demobilization	8
MANHOUR TOTAL	500

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
RESIDENT ENGINEER	RPR	\$ 118	500	\$ 59,000
		Total	500	
<i>SUBTOTAL</i>				<i>\$ 59,000.00</i>

DIRECT EXPENSES:

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

PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
DAILY PER DIEM	PD	\$ 248	45	\$ 11,160
		Total	45	
<i>SUBTOTAL</i>				<i>\$ 11,160.00</i>

TOTAL INSPECTION COST:	\$ 70,910.00
------------------------	--------------

RESOLUTION 2024/_____**A RESOLUTION TO ACCEPT FAA BIL AIG GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER**

WHEREAS, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

WHEREAS, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

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

WHEREAS, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

WHEREAS, the total FAA grant is \$448,000; and

WHEREAS, the FAA grant will provide 90% of the total project cost, SCAC will fund 5% (\$24,889), and airport operations will fund 5% (\$24,889).

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA BIL AIG Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Approve by S Parry 7/29/2024



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 20.

ITEM TITLE:

RECOMMENDATION TO ACCEPT FAA AIP GRANT IN THE AMOUNT OF \$2,378,106 FOR ARW RUNWAY 07/25 REHABILITATION (CONSTRUCTION) CONTINGENT UPON FINAL FAA OFFER

MEETING NAME AND DATE:

Public Facilities and Safety Committee; August 19, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

This grant will fund the ARW Runway 07/25 Rehabilitation (Construction) project.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on August 15, 2024.

PROJECT / ITEM NARRATIVE:

This project includes the construction and construction administration services to rehabilitate Runway 07/25 at ARW. Pavement maintenance is one of the guarantees the County makes to the FAA when accepting grant funds. A recent pavement analysis found that the runway needs rehabilitation. This project addresses that need and satisfies the FAA requirement.

FISCAL IMPACT:

The FAA will provide 90% (\$2,378,106) of the total project cost, SCAC will fund 5% (\$132,117), and airport operations will fund 5% (\$132,117).

Grant Expenditures - GL Code 5102-90-0000-57130 (This line item provides initial funding since all grants are reimbursable)

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA BIL AIG Grant in the amount of \$2,378,106 for ARW Runway 07/25 Rehabilitation (Construction) contingent upon final FAA offer

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny acceptance of FAA AIP Grant in the amount of \$2,378,106 for ARW Runway 07/25 Rehabilitation (Construction) contingent upon final FAA offer

Move forward to Council for approval on September 9, 2024

RESOLUTION 2024/_____**A RESOLUTION TO ACCEPT FAA AIP GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER**

WHEREAS, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

WHEREAS, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

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

WHEREAS, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

WHEREAS, the total FAA grant is \$2,378,106; and

WHEREAS, the FAA will provide 90% of the total project cost, SCAC will fund SCAC will fund 5% (\$132,117), and airport operations will fund 5% (\$132,117).

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA AIP Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Approved by S Parry 7/29/2024

Application for Federal Assistance SF-424

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application * If Revision, select appropriate letter(s): <input type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision	
*3. Date Received:		4. Applicant Identifier:	
5a. Federal Entity Identifier: 3-45-0008-020-2024		*5b. Federal Award Identifier: ARW	
State Use Only:			
6. Date Received by State:		7. State Application Identifier:	
8. APPLICANT INFORMATION:			
*a. Legal Name: Beaufort County			
*b. Employer/Taxpayer Identification Number (EIN/TIN): 57-6000311		*c. UEI: XFSKWHHQM58	
d. Address:			
*Street 1: 39 Airport Circle			
Street 2:			
*City: Beaufort			
County/Parish:			
*State: SC			
*Province:			
*Country: USA: United States			
*Zip / Postal Code 29907-0000			
e. Organizational Unit:			
Department Name: Department of Airports		Division Name: Beaufort Executive Airport	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: Mr.		*First Name: Jon	
Middle Name: P			
*Last Name: Rembold			
Suffix:			
Title: Director of Airports			
Organizational Affiliation:			
*Telephone Number: 843-255-2952		Fax Number: (843) 255-9424	
*Email: jrembold@bcgov.net			

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Beaufort, Beaufort County, South Carolina

***15. Descriptive Title of Applicant's Project:**

Runway 07/25/Rehabilitation (Construction)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: SC-001

*b. Program/Project: SC-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2024

*b. End Date: 06/30/2025

18. Estimated Funding (\$):

*a. Federal	\$ 2,378,106
*b. Applicant	\$ 132,117
*c. State	\$ 132,117
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 2,642,340

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jon

Middle Name: P

*Last Name: Rembold

Suffix:

*Title: Director of Airports

*Telephone Number: 843-255-2952

Fax Number: 843-255-9424

* Email: jrembold@bcgov.net

*Signature of Authorized Representative:



*Date Signed: 7/15/2024

BEAUFORT EXECUTIVE AIRPORT (ARW) PROGRAM NARRATIVE

3-45-0008-019 – 2024 (BIL)

3-45-0008-020-2024 (AIP)

Runway 07/25 Rehabilitation (Construction): This project includes the construction and construction administration services for the rehabilitation of Runway 03/21 at ARW. Based on information from the SCAC the current PCI for the runway is 56/70.

Construction Administration and Inspection Services (TBE)	\$214,730.00
Construction (Quality Enterprises)	\$2,920,387.40
TOTAL	\$3,135,117.40

Estimated Cost: \$3,135,117.40

FAA Cost: \$2,821,606.00

Independent Fee Estimate (IFE): In accordance with FAA Advisory Circular (AC) 150/5100-14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (September 30, 2014), Sponsors must perform independent fee estimates. The AC states that if a contract is greater than \$100,000, a detailed fee analysis is required.

Estimated Cost: \$5,000.00

FAA Cost: \$4,500.00

PROJECT DESCRIPTION	TOTAL EST. COST
Construction Administration and Inspection Services (TBE)	\$214,730.00
Construction (Quality Enterprises)	\$2,920,387.40
Independent Fee Estimate (IFE)	\$5,000.00
TOTAL	\$3,140,117.40
FAA	
AIP	\$2,378,106.00
BIL	\$448 000.00
TOTAL	\$2,826,106.00
SCAC	\$157,005.87
Beaufort County	\$157,005.87

BEAUFORT EXECUTIVE AIRPORT (ARW)
PROGRAM NARRATIVE

3-45-0008-019 – 2024 (BIL)

3-45-0008-020-2024 (AIP)

PROJECT DESCRIPTION	TOTAL EST. COST	FAA SHARE	STATE SHARE	LOCAL SHARE
Runway 07/25 Rehabilitation	\$3,135,117.40	\$2,821,606.00	\$156,755.87	\$156,755.87
Independent Fee Estimate (IFE)	\$5,000.00	\$4,500.00	\$250.00	\$250.00
TOTAL	\$3,140,117.40	\$2,826,106.00	\$157,005.87	\$157,005.87

TALBERT, BRIGHT & ELLINGTON

Engineering & Planning Consultants

Item 20.

July 10, 2024

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

RE: Bid Tabulation
Runway 7-25 Pavement Rehabilitation
Beaufort Executive Airport
Beaufort, South Carolina
TBE Project No. 2119-2103

Dear Mr. Rembold,

Please find enclosed a copy of the Bid Tabulation for the above referenced project. A total of two (2) responsive bids were received for the above project on July 9, 2024. Quality Enterprises USA, Inc. submitted the lowest bid in the amount of Two Million, Nine Hundred Twenty Thousand, Three Hundred Eighty-Seven dollars and Forty cents (\$2,920,387.40). APAC-Atlantic, Inc. submitted the next lowest bid in the amount of Two Million, Nine Hundred Eighty-Six Thousand, Five Hundred Seventy dollars and Zero cents (\$2,986,570.00).

By copy of this letter, copies of the Bid Tabulation are being forwarded to the bidders.

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

Sincerely,



J. Andrew Shook, P.E.

Enclosure

cc: Kyle Cody, FAA – AADO
Gary Siegfried, SCAC
Steve Parry, Deputy Airports Director
All Bidders

BID TABULATION
RUNWAY 07-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
TBE PROJECT NO. 2119-2103
July 9, 2024

					Quality Enterprises USA, Inc. Naples, FL		APAC-Atlantic, Inc. Savannah, GA		ENGINEER'S ESTIMATE		
BASE BID					LICENSE NO.: G97783		LICENSE NO.: G12050				
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	
1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$39,155.30	\$39,155.30	\$378,000.00	\$378,000.00	\$95,000.00	\$95,000.00	
2	C-102	TEMPORARY CONSTRUCTION ENTRANCE	1	EA	\$10,690.60	\$10,690.60	\$7,700.00	\$7,700.00	\$8,000.00	\$8,000.00	
3	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	3,500	LF	\$6.20	\$21,700.00	\$6.00	\$21,000.00	\$5.00	\$17,500.00	
4	C-102	SEDIMENT TUBES	25	EA	\$301.50	\$7,537.50	\$170.00	\$4,250.00	\$600.00	\$15,000.00	
5	C-102	RIP RAP APRONS	190	SY	\$162.80	\$30,932.00	\$208.00	\$39,520.00	\$150.00	\$28,500.00	
6	C-105	MOBILIZATION	1	LS	\$258,000.00	\$258,000.00	\$280,000.00	\$280,000.00	\$256,800.00	\$256,800.00	
7	HA	HERBICIDE APPLICATION	1	EA	\$1,794.60	\$1,794.60	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	
8	P-101	CRACK REPAIR (1/4" TO 2")	800	LF	\$6.50	\$5,200.00	\$34.00	\$27,200.00	\$25.00	\$20,000.00	
9	P-101	CRACK REPAIR (GREATER THAN 2")	100	LF	\$26.10	\$2,610.00	\$435.00	\$43,500.00	\$10.00	\$1,000.00	
10	P-101	VARIABLE DEPTH PAVEMENT MILLING	1,700	SY	\$23.20	\$39,440.00	\$67.00	\$113,900.00	\$18.00	\$30,600.00	
11	P-152	SHOULDER BUILDUP	7,800	LF	\$9.60	\$74,880.00	\$3.00	\$23,400.00	\$20.00	\$156,000.00	
12	P-152	UNSUITABLE EXCAVATION	100	CY	\$115.10	\$11,510.00	\$170.00	\$17,000.00	\$80.00	\$8,000.00	
13	P-401	BITUMINOUS ASPHALT SURFACE COURSE	4,200	TN	\$264.50	\$1,110,900.00	\$298.00	\$1,251,600.00	\$250.00	\$1,050,000.00	
14	P-603	EMULSIFIED ASPHALT TACK COAT	3,500	GAL	\$9.40	\$32,900.00	\$5.80	\$20,300.00	\$4.00	\$14,000.00	
15	P-620	PAVEMENT MARKING (REFLECTORIZED WHITE)	23,000	SF	\$3.90	\$89,700.00	\$1.70	\$39,100.00	\$5.00	\$115,000.00	
16	P-620	PAVEMENT MARKING (REFLECTORIZED YELLOW)	1,400	SF	\$5.20	\$7,280.00	\$1.70	\$2,380.00	\$5.00	\$7,000.00	
17	P-620	TEMPORARY MARKING	24,400	SF	\$2.00	\$48,800.00	\$1.00	\$24,400.00	\$4.00	\$97,600.00	
18	P-621	GROOVING	22,000	SY	\$3.30	\$72,600.00	\$3.10	\$68,200.00	\$6.00	\$132,000.00	
19	D-701	6" HDPE PERFORATED PIPE IN STONE TRENCH WITH CLEANOUTS	7,000	LF	\$109.70	\$767,900.00	\$49.50	\$346,500.00	\$75.00	\$525,000.00	
20	D-701	12" HDPE PIPE	400	EA	\$89.40	\$35,760.00	\$131.00	\$52,400.00	\$80.00	\$32,000.00	
21	D-701	12" HDPE TEE	8	EA	\$1,217.70	\$9,741.60	\$640.00	\$5,120.00	\$800.00	\$6,400.00	
22	D-701	12" x 6" HDPE REDUCER	16	EA	\$1,088.60	\$17,417.60	\$640.00	\$10,240.00	\$800.00	\$12,800.00	
23	D-705	6" PERFORATED UNDERDRAIN PIPE IN STONE TRENCH WITH FABRIC	440	LF	\$110.30	\$48,532.00	\$59.00	\$25,960.00	\$100.00	\$44,000.00	
24	D-752	PRECAST CONCRETE HEADWALL	8	EA	\$2,703.40	\$21,627.20	\$4,000.00	\$32,000.00	\$3,000.00	\$24,000.00	
25	D-752	STORMWATER CHECK VALVE	8	EA	\$8,575.30	\$68,602.40	\$5,100.00	\$40,800.00	\$6,000.00	\$48,000.00	
26	T-901	SEEDING	6	AC	\$2,323.20	\$13,939.20	\$3,400.00	\$20,400.00	\$2,400.00	\$14,400.00	
27	T-908	MULCHING	6	AC	\$1,905.60	\$11,433.60	\$3,400.00	\$20,400.00	\$1,400.00	\$8,400.00	
28	L-125	ADJUST EXISTING RUNWAY/TAXIWAY BASE MOUNTED LIGHT	58	EA	\$1,031.10	\$59,803.80	\$1,100.00	\$63,800.00	\$800.00	\$46,400.00	
TOTAL BASE BID AMOUNT					\$2,920,387.40		\$2,986,570.00		\$2,825,400.00		

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

J. Andrew Shook

TALBERT BRIGHT & ELLINGTON, INC.

7/10/24

DATE

**BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
WORK AUTHORIZATION 24-01
July 11, 2024
PROJECT NO.: TBI NO. 2119-2401**

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

Description of Work: The scope of the project is to rehabilitate Runway 7-25 at Beaufort Executive Airport. The bid documents include a bituminous concrete overlay of the existing runway pavement. Also included will be variable depth pavement milling; new pavement markings; shoulder buildup along the new overlay pavement edge; required edge light elevation adjustments adjacent to the new overlay pavement edge; required sediment and erosion control measures; and new below grade underdrains. The approximate limits of the overlay work areas are depicted on the project sketch within this Work Authorization.

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

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

BASIC SERVICES

CONSTRUCTION PHASE:

The construction phase services for this project includes preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, coordinating and conducting the Preconstruction Conference meeting and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general

construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record drawings, assist Beaufort Executive Airport with Grant Closeout and prepare Grant closeout paperwork.

The intended deliverables for these services shall include:

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

SPECIAL SERVICES

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

A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with "Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative" of the Master Contract.

Task 2 – Quality Assurance Testing

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

Task 3 – A-Built Survey

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

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

Cost of Services: The method of payment shall be in accordance with Article 6 – Compensation of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$80,527.00** including expenses. Special services shall be performed on a not to exceed basis with a budget of **\$134,203.00**, which includes reimbursable expenses. For a total of **\$214,730.00**.

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

APPROVED:

BEAUFORT COUNTY

APPROVED:

TALBERT, BRIGHT & ELLINGTON, INC.

Title

Vice President

Title:

Date:

Date:

Witness:

Witness:

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-2401



SUMMARY OF FEES**RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

DESCRIPTION	ESTIMATED
BASIC SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ -
DESIGN PHASE (04)	\$ -
BIDDING PHASE (05)	\$ -
CONSTRUCTION ADMINISTRATION PHASE (06)	<u>\$ 77,702.00</u>
SUBTOTAL	\$ 77,702.00
EXPENSES	\$ 2,825.00
SUBCONSULTANTS	\$ 63,293.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	<u>\$ 70,910.00</u>
SUBTOTAL	\$ 137,028.00
TOTAL	\$ 214,730.00

MANHOUR ESTIMATE**RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

CONSTRUCTION ADMINISTRATION PHASE (06)

DESCRIPTION	PRIN \$ 290	SPM \$ 250	PM \$ 230	SP \$ 171	E5 \$ 185	E2 \$ 120	AD5 \$ 90	T5 \$141
Award contract and prepare RFC documents	0	6	4	0	4	0	0	8
Coordinate with subconsultants	4	16	4	0	16	0	0	0
Coordinate/ conduct preconstruction	0	8	0	0	0	0	0	0
Preconstruction minutes	0	2	0	0	0	0	0	0
Coordinate project schedule	0	6	0	0	0	4	0	0
Coordinate submittals	0	16	0	0	0	24	0	0
Construction visits	0	24	0	0	0	8	0	0
Construction observation reports	0	6	0	0	0	2	0	0
Review/coordinate field changes	2	12	4	0	0	8	0	4
Construction correspondence	4	8	8	2	0	4	0	0
Grant administration	0	12	40	8	0	0	0	0
Process requests for partial payment	0	16	0	8	0	0	0	0
Review test results/PWL calculations	0	20	0	28	0	0	0	0
Final inspection	0	10	0	0	8	0	0	0
Develop record drawings & Final Report	0	8	0	0	0	0	4	12
MANHOUR TOTAL	10	164	56	46	24	50	4	16

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 290	10	\$ 2,900
Senior Project Manager	SPM	\$ 250	164	\$ 41,000
Project Manager	PM	\$ 230	56	\$ 12,880
Senior Planner	SP	\$ 171	46	\$ 7,866
Engineer V	E5	\$ 185	24	\$ 4,440
Engineer II	E2	\$ 120	50	\$ 6,000
Admin. Assistant V	AD5	\$ 90	4	\$ 360
Technician V	T5	\$ 141	16	\$ 2,256
	Total		370	
SUBTOTAL				\$ 77,702.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	ESTIMATED COST
Telephone	LS	\$ 150.00	1	\$ 150.00
Postage	LS	\$ 125.00	1	\$ 125.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 750.00	1	\$ 750.00
Travel	LS	\$1,800.00	1	\$ 1,800.00
SUBTOTAL				\$ 2,825.00

MANHOUR ESTIMATE**RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Quality Acceptance Testing	LS	\$25,955.00	1	\$ 25,955.00
As-Built Survey	LS	\$29,338.00	1	\$ 29,338.00
Ward Edwards CA of drainage	LS	\$8,000.00	1	\$ 8,000.00
<i>SUBTOTAL</i>				<i>\$ 63,293.00</i>
TOTAL CONSTRUCTION ADMIN. COST:				\$ 143,820.00

MANHOUR ESTIMATE**RUNWAY 7-25 PAVEMENT REHABILITATION**

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)

CALENDAR DAYS 45

DESCRIPTION	RPR
	\$ 118
Project review	16
Site mobilization	8
On site inspection	412
Final inspection	16
Follow up inspection	40
Site demobilization	8
MANHOUR TOTAL	500

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
RESIDENT ENGINEER	RPR	\$ 118	500	\$ 59,000
		Total	500	
<i>SUBTOTAL</i>				<i>\$ 59,000.00</i>

DIRECT EXPENSES:

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

PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
DAILY PER DIEM	PD	\$ 248	45	\$ 11,160
		Total	45	
<i>SUBTOTAL</i>				<i>\$ 11,160.00</i>

TOTAL INSPECTION COST: \$ 70,910.00



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMENDATION TO ACCEPT FAA BIL AIG GRANT IN THE AMOUNT OF \$825,757 FOR HXD AIRPORT LAYOUT PLAN UPDATE - CONTINGENT UPON FINAL FAA OFFER
MEETING NAME AND DATE:
Public Facilities and Safety Committee; August 19, 2024
PRESENTER INFORMATION:
Jon Rembold; Airports Director 3 minutes
ITEM BACKGROUND:
<p>The HXD Airport Layout Plan (ALP) was last updated in September 2011. At the time of the FAA's conditional approval of the ALP, the runway design code (RDC) was a C-II. In 2018, following the runway extension, American Airlines changed their fleet to the new E-170 and E-175 aircraft. The use of the E-170/5 aircraft at HXD has changed its RDC from a C-II to a C-III designation. This is a major change that requires an update of the ALP.</p> <p>Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on July 18, 2024.</p>
PROJECT / ITEM NARRATIVE:
<p>This project will include the required elements to prepare the ALP update report, ALP drawing set, and 18B survey for the Hilton Head Airport. The ALP update report will explain the reasoning behind and the essential features of the ALP drawing set and document the planning standards used. The narrative report will consist of the following sections:</p> <ul style="list-style-type: none"> • Inventory • Forecasts • Facility Requirements • Alternatives Analysis • Environmental Inventory • Airport Layout Plans • Capital Improvement Plan
FISCAL IMPACT:
<p>The BIL AIG program provides 75% of the project funding (\$825,757), and airport operations will fund 25% (\$280,560).</p> <p>Grant Expenditures - GL Code 5402-90-0000-57130 (This line item provides initial funding since all grants are reimbursable)</p>
STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA AIG BIL Grant in the amount of \$825,757 for HXD Airport Layout Plan Update – contingent upon final FAA offer

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny acceptance of FAA AIG BIL Grant in the amount of \$825,757 for HXD Airport Layout Plan – contingent upon final FAA offer

Move forward to Council for Approval on September 9, 2024

RESOLUTION 2024/_____**A RESOLUTION TO ACCEPT FAA BIPARTISAN INFRASTRUCTURE LAW (BIL) AIRPORT INFRASTRUCTURE GRANT (AIG) FOR THE HILTON HEAD ISLAND AIRPORT (HXD) AIRPORT LAYOUT PLAN (ALP) - CONTINGENT UPON FINAL FAA OFFER**

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

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

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

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

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

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

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

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

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Approved by S Parry 7/24/2024

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application

- ☐ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

HXD

5a. Federal Entity Identifier:

3-45-0030-XXX-2024

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Beaufort County, South Carolina

*b. Employer/Taxpayer Identification Number (EIN/TIN):

57-6000311

*c. UEI:

XFSKWHHQMF58

d. Address:

*Street 1: 120 Beach City Road

Street 2:

*City: Hilton Head Island

County/Parish: Beaufort

*State: SC

*Province:

*Country: USA: United States

*Zip / Postal Code 29926-0000

e. Organizational Unit:

Department Name:

Department of Airports

Division Name:

Hilton Head Island Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Jonathan

Middle Name: P

*Last Name: Rembold

Suffix:

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 843-2552952

Fax Number: 843-255-9434

*Email: jrembold@bcgov.net

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

BIL AIG

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Town of Hilton Head Island, Beaufort Coutry, South Carolina

***15. Descriptive Title of Applicant's Project:**

Airport Layout Plan Update

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: SC-001

*b. Program/Project: SC-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2024

*b. End Date: 12/31/2025

18. Estimated Funding (\$):

*a. Federal	825757
*b. Applicant	280560
*c. State	0
*d. Local	0
*e. Other	0
*f. Program Income	0
*g. TOTAL	1106317

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jonathan

Middle Name: P

*Last Name: Rembold

Suffix: _____

*Title: Director of Airports

*Telephone Number: 843-255-2952

Fax Number: 843-255-9424

* Email: jrembold@bcgov.net

*Signature of Authorized Representative: Jon Rembold, C.M. Digitally signed by Jon Rembold, C.M.
Date: 2024.06.25 11:34:55 -04'00'

*Date Signed: 6/25/2024

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HILTON HEAD ISLAND AIRPORT (HXD) PROGRAM NARRATIVE

3-45-0030-XXX-2024

Airport Layout Plan Update: The HXD Airport Layout Plan (ALP) was last updated in September 2011. At the time of FAA’s conditional approval of the ALP, the runway design code (RDC) was a C-II, which was based on a family business jet aircraft using the Airport in 2010 and not the Bombardier Dash-8-200 and -300 turboprop aircraft used by American Airlines (AA). On July 4, 2018, with the completion of the runway extension project to 5,000 feet in June 2018, AA retired its fleet of Bombardier Dash-8-200 and -300 turboprop aircraft and replaced them with Embraer E-175 regional jet aircraft for its year-round service at HXD. Shortly after AA began its new E-175 service, United Airlines (UA) announced that it would commence seasonal service in Spring 2019 with E-175 aircraft, as well. Subsequently, in 2019, Delta Airlines (DL) also started year-round service to HXD with new E-170 aircraft. Use of the E-170 and E-175 aircraft at HXD, has changed its RDC from a C-II to a C-III designation. This project would include the requisite elements necessary to prepare an ALP Update report, ALP drawing set, and 18B survey for the Hilton Head Island Airport (the Airport or HXD). The ALP Update report will explain the reasoning behind and the important features of the ALP drawing set and document the planning standards used. The narrative report will consist of the following sections:

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

Estimated Cost: \$1,103,678.00

FAA BIL Cost: \$823,381.00

Independent Fee Estimate (IFE, Reimbursement): In accordance with FAA Advisory Circular (AC) 150/5100-14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (September 30, 2014), Sponsors must perform independent fee estimates. The AC states that if a contract is greater than \$100,000, a detailed fee analysis is required. Based on the AC requirement, Beaufort County performed an IFE for the ALP Update.

Estimated Cost: \$2,640.00

FAA BIL Cost: \$2,376.00

HILTON HEAD ISLAND AIRPORT (HXD) PROGRAM NARRATIVE

3-45-0030-XXX-2024

Project	Total	Federal	State	Local
Airport Layout Plan Update	\$1,103,678.00	\$823,381.00	\$0	\$280,296.00
IFE Reimbursement	\$2,640.00	\$2,376.00	\$0	\$264.00
TOTAL	\$1,106,318.00	\$825,757.00	\$0.00	\$280,560.00

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIRPORT LAYOUT PLAN UPDATE
WORK AUTHORIZATION 23-01
June 4, 2024**

PROJECT NO.: TBI NO. 2119-2301

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

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

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

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

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

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

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

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

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

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

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

TASK 1: PRELIMINARY PROJECT SCOPING

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

TASK 2: PROJECT MANAGEMENT

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

ASSUMPTIONS:

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

DELIVERABLES:

1. *A flow chart of activities and milestone schedule.*

TASK 3: PUBLIC INVOLVEMENT AND PUBLIC RELATIONS

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

- **Public Outreach Techniques:**

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

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

ASSUMPTIONS:

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

DELIVERABLES:

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

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

ASSUMPTIONS:

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

DELIVERABLES:

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

- **Communication Tools:**

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

ASSUMPTION:

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

DELIVERABLE:

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

TASK 4: EXISTING CONDITIONS

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

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

- **Physical On-Airport Inventory Analysis:**

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

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

- Parking Analysis – The purpose of the parking analysis is to determine:
 - How much parking is available
 - How much parking is utilized
 - Does the demand exceed the capacity
- **Off-Airport Inventory Analysis:**
 - Land Use Planning – Off-airport land use plans will be reviewed to evaluate recent growth trends and airport interactions with existing and planned developments.
 - Ordinances – Existing regulations and ordinances (zoning, land use controls, development regulations, airport regulations, and minimum standards) that could affect aeronautical activity will be reviewed. The existing and future adequacy of land use controls to protect the integrity and safety of airport operation will be identified.

ASSUMPTION:

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

ASSUMPTIONS:

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

TASK 5: AVIATION FORECASTS

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

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

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

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

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

ASSUMPTION:

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

DELIVERABLE:

1. *Forecasts will be submitted to FAA for approval.*

TASK 6: FACILITY REQUIREMENTS

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

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

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

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

ASSUMPTION:

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

TASK 7 ALTERNATIVES DEVELOPMENT AND EVALUATION

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

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

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

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

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

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

existing and proposed airport facilities, as consistent with FAA separation guidelines. The drawings will be included as exhibits in the working paper and final report.

- Alternatives Evaluation – both quantitative and qualitative evaluation criteria will be identified for analysis application. An evaluation matrix will be prepared to include composite rankings of each alternative. The alternatives will be subjected to an evaluation and the results presented in a manner that includes airfield design standards comparisons and selection of the preferred airfield design standards alternative. It is possible that the recommended airfield design standards alternative will be a hybrid of some of the various alternatives considered.

ASSUMPTIONS:

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

TASK 8: RUNWAY PROTECTION ZONE (RPZ) ANALYSIS

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

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

ASSUMPTIONS:

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

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

Documentation of the alternatives will include:

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

ASSUMPTIONS:

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

DELIVERABLES:

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

TASK 9: ENVIRONMENTAL CONSIDERATIONS

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

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

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

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

ASSUMPTIONS:

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

TASK 10: AIRPORT LAYOUT PLANS

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

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

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

ASSUMPTIONS:

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

TASK 11: CAPITAL IMPROVEMENT PLAN

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

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

ASSUMPTIONS:

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

TASK 12: 18B SURVEY

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

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

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

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

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

From the aerial photography, TBE will produce the following:

- Limited landmark feature planimetric mapping

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

TASK 13: MODIFICATION TO STANDARDS

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

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

TASK 14 BUSINESS PLAN

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

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

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

TASK 15 PROJECT DOCUMENTATION

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

Initial Draft Submittal to HXD, FAA and SCAC

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

Final Draft Submittal to HXD, FAA and SCAC

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

Final Submittal to HXD, FAA and SCAC

- Four (4) color reproduction of final Master Plan narrative report, bound with color laminated cover
- Four (4) sets of final ALP drawings for FAA approval¹
- Two (2) copies of final Master Plan narrative report and ALP drawing set in PDF format to HXD, FAA and SCAC.

Preliminary Schedule

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

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

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

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

¹Three (3) Conditionally Approved and stamped complete set (Narrative and ALP Drawing Set) will be sent by FAA to SCAC and Hilton Head Island Airport. FAA will retain (1) complete set.

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

APPROVED:
BEAUFORT COUNTY

APPROVED:
TALBERT, BRIGHT & ELLINGTON, INC.

Title

Vice President
Title:

Date:

Date:

Witness:

Witness:

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

SUMMARY OF FEES

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

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

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

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

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

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

DESCRIPTION	PRIN	SPM	PM	SR PLN	ENG V	ENG II	TECH 5	ADMIN V
11.5 Draft Facilities Implementation Plan Chapter	2	2	4	0	0	4	0	0
Task 12 18B Survey								
12.1 Verify Imagery	0	4	4	16	0	0	0	0
12.2 Verify Obstruction Data	0	4	4	24	0	0	0	0
Task 13 Modification to Standards								
13.1 Taxiway Object Free Area Modification of Standards	0	12	24	20	0	12	0	8
13.2 Runway to Taxiway Separation Modification of Standards	0	12	24	20	0	12	0	8
Task 14 Business Plan								
14.1 Review of Airport leases	0	6	8	6	8	0	0	0
14.2 FBO rent and charges	0	6	8	6	8	0	0	0
14.3 Parking fees	0	6	8	6	8	0	0	0
14.4 Review of historical maintenance costs	0	6	8	6	8	0	0	0
14.5 Review of historical operating costs	0	6	8	6	8	0	0	0
14.6 Review of airport minimum standards	0	6	8	6	8	0	0	0
14.7 Review other non-aviation revenue sources	0	6	8	6	8	0	0	0
14.8 Draft Business Plan	16	24	40	24	0	0	0	0
14.8 Final Business Plan	16	24	40	24	0	0	0	0
Task 15 Project Documentation								
15.1 Initial Draft Submission	0	4	16	16	0	8	0	0
15.2 Initial Draft Coordination and Revisions	0	4	16	16	0	8	0	0
15.3 Final Draft Submission	0	4	16	16	0	8	0	0
15.4 Final Draft Coordination and Revisions	0	4	16	16	0	8	0	0
15.5 Final Submittal	0	4	16	16	0	8	0	0
15.6 Prepare Executive Summary	0	4	16	16	0	8	0	0
	272	632	1028	1169	56	299	0	69

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

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

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

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

June 20, 2024

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

RE: Independent Fee Estimate Proposal
For an **Airport Layout Plan Update**

Dear Mr. Rembold;

Thank you for requesting a quote from *Independent Fee Estimates, LLC* for your Airport Layout Plan (ALP) project for Hilton Head Island Airport. It is my understanding that the task items of this work are defined by "Description of Work Authorized"; a description of tasks for an Aerial / GIS subconsultant; and a blank spreadsheet, all of which we received from you via email on June 5, 2024. In addition, you provided responses to questions we had regarding the Description of Work via email on June 19, 2024.

We propose to provide the Independent Fee Estimate services for a lump sum fee **\$2,640** with a proposed turn-around time of approximately nine to ten (9-10) business days after receipt back of an executed copy of this letter. That will act as our Contract and as our Notice To Proceed with the IFE work.

Thank you for the opportunity to provide this proposal to Hilton Head Island Airport.

Sincerely,

J. D. Heithoff

J. D. Heithoff, P.E., C.M.

*Notice is hereby given to J. D. Heithoff, P.E. and to *Independent Fee Estimates, LLC* to proceed with the IFE services for the referenced project as described above.

Authorized Contract Executing Representative
Hilton Head Island Airport

Title

Date



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 22.

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND S & J EXPRESSWAY TAXI, INC
MEETING NAME AND DATE:
Public Facilities & Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Jon Rembold, C.M. Airports Director (5 minutes)
ITEM BACKGROUND:
The Airports Board reviewed and approved the resolution at its monthly meeting held on July 18, 2024.
PROJECT / ITEM NARRATIVE:
S & J Expressway Taxi, Inc. operates a taxi service at the Hilton Head Island Airport. The initial contract period expired on 30 June 2024. This Letter of Agreement will produce revenue for the airport at no cost to the airport.
FISCAL IMPACT:
Beaufort County/Hilton Head Island Airport charges a base fee of \$1,800 for 1-2 vehicles and \$600.00 for each additional vehicle. Revenue for FY24: \$8,200. There is no cost to the airport.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approve the resolution for a letter of agreement for taxi/limousine service between Beaufort County and S & J Expressway Taxi, Inc. and forward to County Council for approval.
OPTIONS FOR COMMITTEE MOTION:
Motion to approve /deny the resolution for a letter of agreement for taxi/limousine service between Beaufort County and S & J Expressway Taxi, Inc.
Next step: County Council Meeting – August 26, 2024

RESOLUTION NO. 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE BETWEEN BEAUFORT COUNTY AND S & J EXPRESSWAY TAXI, INC.**

WHEREAS, the Hilton Head Island Airport (“Airport”) desires to enter into a Letter of Agreement with S & J Expressway Taxi, Inc. ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Taxi/Limousine Service and desires to use certain areas and facilities owned by Beaufort County (“County”) and acquire from County certain rights and privileges in connection with its use of Airport; and

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

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with S & J Expressway Taxi, Inc. on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with S & J Expressway Taxi, Inc. on the same, or substantially similar, terms set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

LETTER OF AGREEMENT
FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **S & J Expressway Taxi Inc** agree as follows:

1. **PRIMARY SERVICE**

Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. **FACILITIES ASSIGNED TO THE OPERATOR**

Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. **PERMIT FEES**

Operators entering this Agreement agrees to pay a base fee of **\$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is \$600.00.** The fee will be payable in two installments: July and January.

The fee schedule is as follows:

1-2 Vehicles (base rate)	\$1,800.00
3 Vehicles	\$2,400.00
4 Vehicles	\$3,000.00

Payment address:

Hilton Head Island Airport
 Attn: Administration
 26 Hunter Road
 Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of \$1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become \$6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

- 1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "...A fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship."
 - 2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, "...A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries."
- D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.
- E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.
- F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.
- G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.
- H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.
- I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.
7. FARES AND SCHEDULES
- Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the

fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	\$100,000 each person
	\$300,000 each occurrence Property
Damage:	\$50,000 each occurrence

- A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.
- B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.
- C. The abandonment or discontinuance of the operations and services by the Operator.
- D. The failure of the Operator to keep required insurance in force.
- E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.

- I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above, required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

- A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.
- B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.
- C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.
- D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of

America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.
- D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

- A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.
- B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator, respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:

County Council of Beaufort County

Hilton Head Island Airport

120 Beach City Road

Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail:

Physical:

Phone:

E Mail

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE _____

WITNESS

OWNER , S & J Expressway

DATE _____

EXHIBIT I**CHAPTER 3 VEHICLES****FOR HIRE****SEC.10-3-10 Applicability:**

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:

- a. *Limousine*: A “limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A “limousine” includes town cars and luxury sport utility vehicles.
- b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,
- c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.
- d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.

- e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.
 - (2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.
 - (3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.
- (Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver's side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

- 1) Proof of ownership or lease status for each vehicle.
- 2) South Carolina registration information and license plate number for each vehicle.
- 3) Proof of current South Carolina inspection for each vehicle.
- 4) Name, home address, phone number and social security number for each driver.
- 5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB REQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

- 1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.

- 2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.
(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

BEAUFORT COUNTY COUNCIL HILTON HEAD ISLAND AIRPORT

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

- A. In the taxicab staging area designated by the Airport Director.
- B. In the four ready spaces designated for taxicab use by the Airport Director.
- C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

- A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
- B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the

restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

- A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.
- B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.
- C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.
- D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises.
Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.
- E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. Drivers will not sleep in vehicle.**Rule 8 Order of Movement**

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

- A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
- B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
- C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
- D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
- E. A container approved by the Airport Director for the driver's permit.
- F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES

- 1. No dents more than four (4) inches in diameter.

2. No rust spots which cannot be covered by a coin the size of a quarter.
3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
5. All required SC safety equipment in working condition.
6. Proper top light (no cracks and in working condition).
7. Tires to be 2/32" tread or more.

B. INTERIORS

1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:
 - A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
 - B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
 - C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)
2. Vehicle must be maintained at all times.
3. Vehicle must be kept clean, inside and out, at all times. No loose debris, leaves, trash, grease or other objects at any time to be in vehicle.
4. Regardless of age, Operator must maintain the general appearance of the vehicle.
5. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
6. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
7. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1"), no visible sags.

2. Lights and gauges all in working condition.
 - a. Air conditioning and heating must work as designed; cool in summer, heat in winter, vent(s) operable, thermostat able to control temperature.
3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL1. Engine

- a. No visible smoke from exhaust after five minutes of operation
- b. No visible smoke from engine compartment or below vehicle.
- c. Operation must not give vehicle visible vibrations.

2. Transmission must work as designed in all positions.
3. Doors and windows must work as designed, not leak and have all hardware.
4. Interior must not leak
5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

1. Alignments as necessary
2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.
2. Power system, if installed, must be in working condition and have no leaks.
3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.
2. Vehicle does not bounce more than four times after stopping or starting.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 23.

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND NATIVE ISLANDER'S TRANSPORTATION, LLC
MEETING NAME AND DATE:
Public Facilities & Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Jon Rembold, C.M. Airports Director (5 minutes)
ITEM BACKGROUND:
The Airports Board reviewed and approved the resolution at its monthly meeting held on July 18, 2024.
PROJECT / ITEM NARRATIVE:
Native Islander's Transportation, LLC operates a taxi service at the Hilton Head Island Airport. The initial contract period expired on 30 June 2024. This Letter of Agreement will produce revenue for the airport at no cost to the airport.
FISCAL IMPACT:
Beaufort County/Hilton Head Island Airport charges a base fee of \$1,800 for 1-2 vehicles and \$600.00 for each additional vehicle. Revenue for FY24: \$8,200. There is no cost to the airport.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approve the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Native Islander's Transportation, LLC and forward to County Council for approval.
OPTIONS FOR COMMITTEE MOTION:
Motion to approve /deny the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Native Islander's Transportation, LLC.
Next step: County Council Meeting – August 26, 2024

RESOLUTION NO. 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE BETWEEN BEAUFORT COUNTY AND NATIVE ISLANDER’S TRANSPORTATION, LLC**

WHEREAS, the Hilton Head Island Airport (“Airport”) desires to enter into a Letter of Agreement with Native Islander’s Transportation, LLC (“Operator”), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Taxi/Limousine Service and desires to use certain areas and facilities owned by Beaufort County (“County”) and acquire from County certain rights and privileges in connection with its use of Airport; and

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

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Native Islander’s Transportation, LLC on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Native Islander’s Transportation, LLC on the same, or substantially similar, terms set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

LETTER OF AGREEMENT
FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **Native Islander's Transportation LLC** agree as follows:

1. **PRIMARY SERVICE**

Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. **FACILITIES ASSIGNED TO THE OPERATOR**

Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. **PERMIT FEES**

Operators entering this Agreement agrees to pay a base fee of **\$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is \$600.00.** The fee will be payable in two installments: July and January.

The fee schedule is as follows:

1-2 Vehicles (base rate)	\$1,800.00
3 Vehicles	\$2,400.00
4 Vehicles	\$3,000.00

Payment address:

Hilton Head Island Airport
 Attn: Administration
 26 Hunter Road
 Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of \$1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become \$6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

- 1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "...A fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship."
 - 2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, "...A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries."
- D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.
- E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.
- F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.
- G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.
- H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.
- I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.
7. FARES AND SCHEDULES
- Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the

fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	\$100,000 each person
	\$300,000 each occurrence
Damage:	\$50,000 each occurrence

- A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.
- B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.
- C. The abandonment or discontinuance of the operations and services by the Operator.
- D. The failure of the Operator to keep required insurance in force.
- E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.
- I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above,

required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

- A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.
- B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.
- C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.
- D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.
- D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

- A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.
- B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator,

respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:

County Council of Beaufort County

Hilton Head Island Airport

120 Beach City Road

Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail:

Physical:

Phone:

E Mail

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE _____

WITNESS

OWNER, Native Islander's Transportation

DATE _____

EXHIBIT I**CHAPTER 3 VEHICLES****FOR HIRE****SEC.10-3-10 Applicability:**

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:

- a. *Limousine*: A “limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A “limousine” includes town cars and luxury sport utility vehicles.
- b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,
- c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.
- d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.
- e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.

(2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.

- (3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.

(Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the

Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver's side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

- 1) Proof of ownership or lease status for each vehicle.
- 2) South Carolina registration information and license plate number for each vehicle.
- 3) Proof of current South Carolina inspection for each vehicle.
- 4) Name, home address, phone number and social security number for each driver.
- 5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB REQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

- 1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.
- 2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.
(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

**BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT**

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

- A. In the taxicab staging area designated by the Airport Director.
- B. In the four ready spaces designated for taxicab use by the Airport Director.
- C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

- A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
- B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all

other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.

B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.

C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.

- D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises. Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.
- E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. Drivers will not sleep in vehicle.

Rule 8 Order of Movement

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

- A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
- B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
- C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
- D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
- E. A container approved by the Airport Director for the driver's permit.
- F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES

- 1. No dents more than four (4) inches in diameter.
- 2. No rust spots which cannot be covered by a coin the size of a quarter.
- 3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
- 4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
- 5. All required SC safety equipment in working condition.
- 6. Proper top light (no cracks and in working condition).
- 7. Tires to be 2/32" tread or more.

B. INTERIORS

- 1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:

- A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
- B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
- C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)
 - 1. Vehicle must be maintained at all times.
 - 2. Vehicle must be kept clean, inside and out, at all times. No loose debris , leaves, trash, grease or other objects at any time to be in vehicle.
 - 3. Regardless of age, Operator must maintain the general appearance of the vehicle.
 - 4. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
 - 5. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
 - 6. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1”), no visible sags.

- 2. Lights and gauges all in working condition.
 - a. Air conditioning and heating must work as designed; cool in summer, heat in winter, vent(s) operable, thermostat able to control temperature.
- 3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL1. Engine

- a. No visible smoke from exhaust after five minutes of operation
- b. No visible smoke from engine compartment or below vehicle.
- c. Operation must not give vehicle visible vibrations.
- 2. Transmission must work as designed in all positions.
- 3. Doors and windows must work as designed, not leak and have all hardware.
- 4. Interior must not leak
- 5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

- 1. Alignments as necessary
- 2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.
2. Power system, if installed, must be in working condition and have no leaks.
3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.
2. Vehicle does not bounce more than four times after stopping or starting.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 24.

ITEM TITLE:

RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND FERGUSON TRANSPORTATION

MEETING NAME AND DATE:

Public Facilities & Safety Committee – August 19, 2024

PRESENTER INFORMATION:

Jon Rembold, C.M. Airports Director
(5 minutes)

ITEM BACKGROUND:

The Airports Board reviewed and approved the resolution at its monthly meeting held on July 18, 2024.

PROJECT / ITEM NARRATIVE:

Ferguson Transportation operates a taxi service at the Hilton Head Island Airport. The initial contract period expired on 30 June 2024.

This Letter of Agreement will produce revenue for the airport at no cost to the airport.

FISCAL IMPACT:

Beaufort County/Hilton Head Island Airport charges a base fee of \$1,800 for 1-2 vehicles and \$600.00 for each additional vehicle. Revenue for FY24: \$8,200.

There is no cost to the airport.

STAFF RECOMMENDATIONS TO COMMITTEE:

Approve the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Ferguson Transportation and forward to County Council for approval.

OPTIONS FOR COMMITTEE MOTION:

Motion to approve /deny the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Ferguson Transportation.

Next step: County Council Meeting – August 26, 2024

RESOLUTION NO. 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE BETWEEN BEAUFORT COUNTY AND FERGUSON TRANSPORTATION**

WHEREAS, the Hilton Head Island Airport (“Airport”) desires to enter into a Letter of Agreement with Ferguson Transportation ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Taxi/Limousine Service and desires to use certain areas and facilities owned by Beaufort County (“County”) and acquire from County certain rights and privileges in connection with its use of Airport; and

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

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Ferguson Transportation on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Ferguson Transportation on the same, or substantially similar, terms set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

LETTER OF AGREEMENT
FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **Ferguson Transportation** agree as follows:

1. **PRIMARY SERVICE**

Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. **FACILITIES ASSIGNED TO THE OPERATOR**

Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. **PERMIT FEES**

Operators entering this Agreement agrees to pay a base fee of **\$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is \$600.00.** The fee will be payable in two installments: July and January.

The fee schedule is as follows:

1-2 Vehicles (base rate)	\$1,800.00
3 Vehicles	\$2,400.00
4 Vehicles	\$3,000.00

Payment address:

Hilton Head Island Airport
Attn: Administration
26 Hunter Road
Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of \$1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become \$6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

- 1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "...A fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship."
 - 2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, "...A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries."
- D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.
- E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.
- F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.
- G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.
- H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.
- I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.
7. FARES AND SCHEDULES
- Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the

fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	\$100,000 each person
	\$300,000 each occurrence
Damage:	\$50,000 each occurrence

- A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.
- B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.
- C. The abandonment or discontinuance of the operations and services by the Operator.
- D. The failure of the Operator to keep required insurance in force.
- E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.
- I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above,

required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

- A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.
- B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.
- C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.
- D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.
- D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

- A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.
- B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator,

respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:

County Council of Beaufort County

Hilton Head Island Airport

120 Beach City Road

Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail:

Physical:

Phone:

E Mail

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE _____

WITNESS

OWNER , Ferguson Transportation

DATE _____

EXHIBIT I**CHAPTER 3 VEHICLES****FOR HIRE****SEC.10-3-10 Applicability:**

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:

- a. *Limousine*: A “limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A “limousine” includes town cars and luxury sport utility vehicles.
- b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,
- c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.
- d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.
- e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.

(2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.

- (3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.

(Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the

Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver's side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

- 1) Proof of ownership or lease status for each vehicle.
- 2) South Carolina registration information and license plate number for each vehicle.
- 3) Proof of current South Carolina inspection for each vehicle.
- 4) Name, home address, phone number and social security number for each driver.
- 5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB REQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

- 1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.
- 2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.
(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

**BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT**

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

- A. In the taxicab staging area designated by the Airport Director.
- B. In the four ready spaces designated for taxicab use by the Airport Director.
- C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

- A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
- B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all

other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.

B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.

C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.

- D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises. Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.
- E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. Drivers will not sleep in vehicle.

Rule 8 Order of Movement

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

- A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
- B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
- C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
- D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
- E. A container approved by the Airport Director for the driver's permit.
- F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES

- 1. No dents more than four (4) inches in diameter.
- 2. No rust spots which cannot be covered by a coin the size of a quarter.
- 3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
- 4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
- 5. All required SC safety equipment in working condition.
- 6. Proper top light (no cracks and in working condition).
- 7. Tires to be 2/32" tread or more.

B. INTERIORS

- 1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:

- A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
- B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
- C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)
 - 1. Vehicle must be maintained at all times.
 - 2. Vehicle must be kept clean, inside and out, at all times. No loose debris , leaves, trash, grease or other objects at any time to be in vehicle.
 - 3. Regardless of age, Operator must maintain the general appearance of the vehicle.
 - 4. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
 - 5. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
 - 6. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1”), no visible sags.

- 2. Lights and gauges all in working condition.
 - a. Air conditioning and heating must work as designed; cool in summer, heat in winter, vent(s) operable, thermostat able to control temperature.
- 3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL1. Engine

- a. No visible smoke from exhaust after five minutes of operation
- b. No visible smoke from engine compartment or below vehicle.
- c. Operation must not give vehicle visible vibrations.
- 2. Transmission must work as designed in all positions.
- 3. Doors and windows must work as designed, not leak and have all hardware.
- 4. Interior must not leak
- 5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

- 1. Alignments as necessary
- 2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.
2. Power system, if installed, must be in working condition and have no leaks.
3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.
2. Vehicle does not bounce more than four times after stopping or starting.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 25.

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND APPLE TRANSPORTATION
MEETING NAME AND DATE:
Public Facilities & Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Jon Rembold, C.M. Airports Director (5 minutes)
ITEM BACKGROUND:
The Airports Board reviewed and approved the resolution at its monthly meeting held on July 18, 2024.
PROJECT / ITEM NARRATIVE:
Apple Transportation operates a taxi service at the Hilton Head Island Airport. The initial contract period expired on 30 June 2024. This Letter of Agreement will produce revenue for the airport at no cost to the airport.
FISCAL IMPACT:
Beaufort County/Hilton Head Island Airport charges a base fee of \$1,800 for 1-2 vehicles and \$600.00 for each additional vehicle. Revenue for FY24: \$8,200. There is no cost to the airport.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approve the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Apple Transportation and forward to County Council for approval.
OPTIONS FOR COMMITTEE MOTION:
Motion to approve /deny the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Apple Transportation.
Next step: County Council Meeting – August 26, 2024

LETTER OF AGREEMENT
FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **Apple Transportation** agree as follows:

1. **PRIMARY SERVICE**

Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. **FACILITIES ASSIGNED TO THE OPERATOR**

Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. **PERMIT FEES**

Operators entering this Agreement agrees to pay a base fee of **\$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is \$600.00.** The fee will be payable in two installments: July and January.

The fee schedule is as follows:

1-2 Vehicles (base rate)	\$1,800.00
3 Vehicles	\$2,400.00
4 Vehicles	\$3,000.00

Payment address:

Hilton Head Island Airport
Attn: Administration
26 Hunter Road
Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of \$1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become \$6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

- 1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "...A fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship."
 - 2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, "...A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries."
- D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.
- E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.
- F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.
- G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.
- H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.
- I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.
7. FARES AND SCHEDULES
- Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the

fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	\$100,000 each person
	\$300,000 each occurrence
Damage:	\$50,000 each occurrence

- A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.
- B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.
- C. The abandonment or discontinuance of the operations and services by the Operator.
- D. The failure of the Operator to keep required insurance in force.
- E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.
- I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above,

required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

- A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.
- B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.
- C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.
- D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.
- D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

- A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.
- B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator,

respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:

County Council of Beaufort County

Hilton Head Island Airport

120 Beach City Road

Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail:

Physical:

Phone:

E Mail

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE _____

WITNESS

OWNER, Apple Transportation

DATE _____

EXHIBIT I**CHAPTER 3 VEHICLES****FOR HIRE****SEC.10-3-10 Applicability:**

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:

- a. *Limousine*: A “limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A “limousine” includes town cars and luxury sport utility vehicles.
- b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,
- c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.
- d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.
- e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.

(2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.

- (3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.

(Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the

Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver's side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

- 1) Proof of ownership or lease status for each vehicle.
- 2) South Carolina registration information and license plate number for each vehicle.
- 3) Proof of current South Carolina inspection for each vehicle.
- 4) Name, home address, phone number and social security number for each driver.
- 5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB REQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

- 1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.
- 2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.
(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

**BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT**

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

- A. In the taxicab staging area designated by the Airport Director.
- B. In the four ready spaces designated for taxicab use by the Airport Director.
- C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

- A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
- B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all

other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.

B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.

C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.

- D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises.
Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.
- E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. Drivers will not sleep in vehicle.

Rule 8 Order of Movement

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

- A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
- B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
- C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
- D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
- E. A container approved by the Airport Director for the driver's permit.
- F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES

- 1. No dents more than four (4) inches in diameter.
- 2. No rust spots which cannot be covered by a coin the size of a quarter.
- 3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
- 4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
- 5. All required SC safety equipment in working condition.
- 6. Proper top light (no cracks and in working condition).
- 7. Tires to be 2/32" tread or more.

B. INTERIORS

- 1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:

- A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
- B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
- C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)
 - 1. Vehicle must be maintained at all times.
 - 2. Vehicle must be kept clean, inside and out, at all times. No loose debris , leaves, trash, grease or other objects at any time to be in vehicle.
 - 3. Regardless of age, Operator must maintain the general appearance of the vehicle.
 - 4. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
 - 5. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
 - 6. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1”), no visible sags.

- 2. Lights and gauges all in working condition.
 - a. Air conditioning and heating must work as designed; cool in summer, heat in winter, vent(s) operable, thermostat able to control temperature.
- 3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL1. Engine

- a. No visible smoke from exhaust after five minutes of operation
- b. No visible smoke from engine compartment or below vehicle.
- c. Operation must not give vehicle visible vibrations.
- 2. Transmission must work as designed in all positions.
- 3. Doors and windows must work as designed, not leak and have all hardware.
- 4. Interior must not leak
- 5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

- 1. Alignments as necessary
- 2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.
2. Power system, if installed, must be in working condition and have no leaks.
3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.
2. Vehicle does not bounce more than four times after stopping or starting.

RESOLUTION NO. 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE BETWEEN BEAUFORT COUNTY AND APPLE TRANSPORTATION**

WHEREAS, the Hilton Head Island Airport (“Airport”) desires to enter into a Letter of Agreement with Apple Transportation ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Taxi/Limousine Service and desires to use certain areas and facilities owned by Beaufort County (“County”) and acquire from County certain rights and privileges in connection with its use of Airport; and

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

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Apple Transportation on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Apple Transportation on the same, or substantially similar, terms set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 26.

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND STEVENS AEROSPACE AND DEFENSE SYSTEMS
MEETING NAME AND DATE:
Public Facilities & Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Jon Rembold, Airports Director 5 minutes
ITEM BACKGROUND:
The Airports Board reviewed and approved the resolution at its monthly meeting held on August 15, 2024.
PROJECT / ITEM NARRATIVE:
Stevens Aerospace and Defense Systems engages in the business of airplane maintenance. Operator may engage in the following specific activities and services: (a) Aircraft AOG/Line/Scheduled Maintenance
FISCAL IMPACT:
Beaufort County/Hilton Head Island Airport will receive Ramp Access fee of \$150.00 for each AOG service request. This agreement will produce revenue for the airport at no cost to the airport
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the resolution for a non-tenant commercial operating agreement between Beaufort County and Stevens Aerospace and Defense Systems and forward to County Council for approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve /deny the resolution for a Non-Tenant Commercial Operating Agreement between Beaufort County and Stevens Aerospace and Defense Systems.
Next step: County Council Meeting – August 26, 2024

Approved by S Parry 8/5/24

RESOLUTION NO. 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND STEVENS AEROSPACE AND DEFENSE SYSTEMS**

WHEREAS, the Hilton Head Island Airport (“Airport”) desires to enter into a Non-tenant Commercial Operating Agreement with Stevens Aerospace and Defense Systems (“Operator”), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Aircraft Maintenance and desires to use certain areas and facilities owned by Beaufort County (“County”) and acquire from County certain rights and privileges in connection with its use of Airport; and

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

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Non-tenant Commercial Operating Agreement with Stevens Aerospace and Defense Systems on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Non-tenant Commercial Operating Agreement with Stevens Aerospace and Defense Systems on the same, or substantially similar, terms as set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
NON-TENANT COMMERCIAL OPERATING
AGREEMENT

This Non-Tenant Commercial Operating Agreement (the "Agreement") is entered into by and between the County of Beaufort, a political subdivision of the State of South Carolina, as the governing body of the Hilton Head Island Airport, a body politic and corporate, existing under and by virtue of the laws of the State of South Carolina ("County"), and **Stevens Aerospace and Defense Systems** (the "Operator"), having its principal office at 600 Delaware St; Greenville, SC 29605.

WITNESSETH:

WHEREAS, County is the owner and operator of the Hilton Head Island Airport (the "Airport") located at 120 Beach City Road, Hilton Head Island, South Carolina 29926; and

WHEREAS, Operator is engaged in the business of **AIRCRAFT MAINTENANCE** and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

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

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

ARTICLE I
TERM

The term of this Agreement shall commence on 1 September 2024 ("Date of Commencement") and shall end on 31 August 2025.

After that time, this Agreement may be renewed up to four (4) additional, one (1) year terms after the initial term, unless thirty (30) days prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

ARTICLE II
USES AND PRIVILEGES

The County hereby grants to Operator, subject to all the terms and conditions of this Agreement the following rights, uses, and privileges:

1. Scope of Privilege. The Operator shall only have the non-exclusive right and privilege to access the Airport to provide **AIRCRAFT MAINTENANCE**. Operator understands

and agrees that it shall not engage in any other business at the Airport under this Agreement. Operator acknowledges that no right or privilege has been granted to Operator which would operate to prevent any person, firm or corporation from operating an aircraft on the Airport. It is not the intent of this Agreement to grant to Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. County reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Operator.

Operator may engage in the following specific activities and services:

(a) Aircraft AOG/Line/Scheduled Maintenance

Any other activity to be engaged in by Operator will require advance written permission from County and any unauthorized activity by Operator is grounds for immediate termination of this Agreement.

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator and employees, access to public areas and public facilities at the Airport and the privilege of restricted Airport access, ingress and egress governed by regulations set forth in Federal Aviation Administration (FAA) Federal Aviation Regulation (FAR) Part 139, Certification and Operation of Airports, TSA Part 1542, and the Airport Security Program. To enter upon or use the Airport or any part thereof is conditioned upon compliance with these Rules and Regulations. Entry upon or onto the Airport by any person shall constitute an agreement by such person to comply with Rules and Regulations.

The ingress and egress provided for above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act of furnishing any service for or on behalf of Operator that Operator is not authorized to engage in or perform under the provisions hereof unless expressly authorized by County.

County shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Operator's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Operator and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Operator's obligations under this Agreement.

Operator agrees that there shall be no restrictions or interference with public use and access of any public facilities.

ARTICLE III CHARGES AND FEES

1. Manner and Extent of Payment. Commencing with the Date of Commencement, the Operator, in return for use of the Airport facilities and privileges granted hereunder, agrees to pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise: **RAMP ACCESS FEE OF \$150.00 FOR EACH AOG SERVICE REQUEST.**

- (a) All payments herein are to be made in lawful money of the United States of America and are payable to: **Beaufort County Council, Hilton Head Island Airport**

Mail to: Airport Director, Hilton Head Island Airport
26 Hunter Rd.
Hilton Head Island, SC 29926

2. Delinquent Charges or Fees. Without waiving any other right or action available to County in the event of default in payment of charges or fees hereunder, in the event that Operator is delinquent for a period of fifteen (15) days or more after invoice in paying to County any charge or fee payable to County pursuant to this Agreement, Operator shall pay to County interest thereon at the rate of eighteen (18%) percent per annum from the date such item was due and payable until paid.

In the event County retains counsel to collect any sums owing to it from Operator, Operator agrees to pay to County the sums expended by County on account of the retention of such counsel as well as court costs and expenses incurred by County, including all direct salary costs, materials, supplies, and administrative overhead.

ARTICLE IV PERFORMANCE AND SERVICE STANDARDS

1. Personnel. Operator shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired, with uniforms in such instances as are appropriate. No personnel employed by Operator while on or about the Airport shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

ARTICLE V INSURANCE

1. Operator shall carry, during the term of this Agreement or any extension hereof, the liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve Operator of any of its obligations under this Agreement.

2. Operator shall, upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way of limitation, comprehensive general liability coverage and shall be in not less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that County will be given not less than thirty (30) days' notice prior to the cancellation or change of any of the provisions provided by said policies. The comprehensive general liability policies shall include contractual liability coverage and shall make reference to this Agreement. Such policies shall name County as an additional insured and Operator shall cause a certificate of insurance to be furnished to County evidencing such insurance coverage prior to Operator's use of the Airport pursuant to the terms of this Agreement. The following statement is required on the face of the insurance certificate: "Beaufort County, its officials, servants, agents and employees are named as additional insured." In the event County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, Operator shall, immediately obtain and provide County with certificates evidencing the re-establishment of the insurance coverage required hereby.

3. The minimum limits of coverage shall be as follows:

- a. Commercial General Liability Insurance including, but not limited to, Personal Injury, Broad Form Contractual and Broad Form Property Damage (per accident). Combined Limit: One Million Dollars (\$1,000,000) per occurrence.
- b. Automobile Liability (\$1,000,000)
- c. Worker's Compensation – As required by SC law

Please ensure that the certificate holder is listed as Beaufort County (not the department name), PO Box 1228, Beaufort, SC 29902

Evidence of current coverage is to be kept on file with the airport.

4. Insofar as said commercial general liability insurance provides protection against liability for damages to third parties for personal injury, death and property damage, County shall be included as a named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to County owned or leased property and County personnel, and caused by, or resulting from work, acts, operations, or omissions of Operator, its

officers, agents, employees, and independent contractors on the Airport. County shall have no liability for any premiums charged for such coverage, and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venturer with Operator in its operations on the Airport.

ARTICLE VI INDEMNIFICATION

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

ARTICLE VII EQUIPMENT, LICENSES, PERMITS AND SUPPLIES

Operator will provide all its own equipment, licenses, permits and supplies if applicable. If a license, registration or permit of any kind is required of the Operator, its employees, agents or subcontractors, by federal or state law, Operator warrants that such license, registration or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

ARTICLE VIII RULES, REGULATIONS AND ORDINANCES

Operator shall observe and obey all lawful and reasonable Rules, Regulations and Ordinances promulgated, from time to time during the term hereof, by County governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations and Ordinances adopted, shall be available to Operator.

ARTICLE IX MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

2. Governing Law and Venue. This Agreement is made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South

Carolina. Venue for any litigation arising from this Agreement is to be in the Circuit Court for Beaufort County, South Carolina.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and registration fees prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

AS TO COUNTY:

Airport Director
26 Hunter Road
Hilton Head Island, SC 29926

With a Copy to:

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

With a Copy to:

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

AS TO OPERATOR:

With a Copy to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns where permitted.

Company Financial Billing Contact(s):

Name:

Address:

Telephone:

E-mail:

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest dated of execution as noted below.

ATTEST:

BEAUFORT COUNTY

By: _____
, County Administrator

Date: _____

ATTEST:

OPERATOR:

By: _____
Printed Name: _____
Title: _____

Date: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 27.

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND EGA AERO SPECIALTY SERVICES LLC
MEETING NAME AND DATE:
Public Facilities & Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Jon Rembold, Airports Director 5 minutes
ITEM BACKGROUND:
The Airports Board reviewed and approved the resolution at its monthly meeting held on August 15, 2024.
PROJECT / ITEM NARRATIVE:
EGA Aero Specialty Services LLC engages in the business of aircraft rental and flight training. Operator may engage in the following specific activities and services: (a) Aircraft Rental (b) Flight Training This agreement will produce revenue for the airport at no cost to the airport.
FISCAL IMPACT:
Beaufort County/Beaufort Executive Airport will receive for the concession privileges granted hereunder, Operator shall pay a monthly fee of three (3%) percent of gross revenue receipts, less cost of goods sold, on its operations hereunder. This agreement will produce revenue for the airport at no cost to the airport
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the resolution for a non-tenant commercial operating agreement between Beaufort County and EGA Aero Specialty Services and forward to County Council for approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve /deny the resolution for a Non-Tenant Commercial Operating Agreement between Beaufort County and EGA Aero Specialty Services LLC Next step: County Council Meeting – August 26, 2024

Approved by S Parry 8/5/24

RESOLUTION NO. 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND EGA AERO SPECIALTY SERVICES LLC**

WHEREAS, the Beaufort Executive Airport ("Airport") desires to enter into a Non-tenant Commercial Operating Agreement with EGA Aero Specialty Services LLC ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of aircraft rental and flight training and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

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

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Non-tenant Commercial Operating Agreement with EGA Aero Specialty Services LLC on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Non-tenant Commercial Operating Agreement with EGA Aero Specialty Services LLC on the same, or substantially similar, terms as set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA) COMMERCIAL OPERATING
) AGREEMENT
COUNTY OF BEAUFORT)

This Non-Tenant Commercial Operating Agreement (the "Agreement") is entered into by and between the County of Beaufort, a political subdivision of the State of South Carolina, as the governing body of the Beaufort County Airport, a body politic and corporate, existing under and by virtue of the laws of the State of South Carolina ("County"), and EGA Aero Specialty Services LLC (the "Operator").

WITNESSETH:

WHEREAS, County is the owner and operator of the Beaufort County Airport (the "Airport") located at 39 Airport Circle, Beaufort, South Carolina, 29907; and

WHEREAS, Operator is engaged in the business of **aircraft rental and flight training** and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

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

NOW, THEREFORE, for and inconsideration of the promises and the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

ARTICLE I

TERM

The term of this Agreement shall commence on September 1, 2024 ("Date of Commencement") and shall end at 11:59 p.m. on August 31, 2025.

After that time, this Agreement may be renewed for four (4) one-year periods, unless thirty (30) days' prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

ARTICLE II

USES AND PRIVILEGES

The County hereby grants to Operator, subject to all the terms and conditions of this Agreement the following rights, uses, and privileges:

1. Scope of Privilege. The Operator shall only have the non-exclusive right and privilege to access the Airport to provide **aircraft rental and flight training**. Operator understands and agrees that it shall not engage in any other business at the Airport under this Agreement. Operator acknowledges that no right or privilege has been granted to Operator which

would operate to prevent any person, firm or corporation from operating an aircraft on the Airport. It is not the intent of this Agreement to grant to Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. County reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Operator.

Operator may engage in the following specific activities and services:

- (a) Aircraft Rental
- (b) Flight Training

Any other activity to be engaged in by Operator will require advance written permission from County and any unauthorized activity by Operator is grounds for immediate termination of this Agreement.

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of free and unrestricted access, ingress and egress to the Airport and to public areas and public facilities at the Airport.

The ingress and egress provided for above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act of furnishing any service for or on behalf of Operator that Operator is not authorized to engage in or perform under the provisions hereof unless expressly authorized by County.

County shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Operator's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Operator and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Operator's obligations under this Agreement.

Operator agrees that there shall be no restrictions or interference with public use and access of any public facilities.

ARTICLE III ADDITIONAL PRIVILEGES

Operator shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of operating area, runways, taxiways, terminal facilities, aircraft parking areas and vehicle parking areas designed by County.

ARTICLE IV CHARGES AND FEES

1. Manner and Extent of Payment. Commencing with the Date of Commencement, the Operator, in return for use of the Airport facilities and privileges granted hereunder, agrees to pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise:

- (a) Percentage Fee: For the concession privileges granted hereunder, Operator shall pay a monthly fee of three (3%) percent of gross revenue receipts on its operations hereunder. Twenty (20) days after the beginning of each calendar month during the term hereof, Operator shall furnish to County an accounting of the previous month's gross revenues along with payment for the appropriate sum of money as computed in accordance with this subsection.

Definition of Gross Receipts: The term "gross receipts" shall include the following: (i) the aggregate amount of all sales made and services performed for cash, credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not; plus (ii) the aggregate of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the reasonable value thereof, whichever sum is the greater.

- (b) All payments herein are to be made in lawful money of the United States of America and are payable to Beaufort County Council.

Mail To (or hand deliver): Airport Director, Beaufort Executive Airport
39 Airport Circle
Beaufort, SC 29907

2. Delinquent Charges or Fees. Without waiving any other right or action available to County in the event of default in payment of charges or fees hereunder, in the event that Operator is delinquent for a period of fifteen (15) days or more after invoice in paying to County any charge or fee payable to County pursuant to this Agreement, Operator shall pay to County interest thereon at the rate of eighteen (18%) percent per annum from the date such item was due and payable until paid.

3. Monthly Activity Report. Operator shall furnish to County on or before the fifteenth (15th) day of each month an accurate report (EXHIBIT A) setting forth all data necessary to calculate fees and charges due under this Agreement. Said statements are to be signed by a responsible individual employed by Operator.

In the event County retains counsel to collect any sums owing to it from Operator, Operator agrees to pay to County the sums expended by County on account of the retention of such counsel as well as court costs and expenses incurred by County, including all direct salary costs, materials, supplies, and administrative overhead.

ARTICLE V PERFORMANCE AND SERVICE STANDARDS

1. Type of Operation. Operator shall provide all services to be provided under this Agreement on a nondiscriminatory basis to all users of the Airport. Operator shall maintain and operate its business in a first-class manner and shall keep it in a safe, clean, orderly, and inviting condition at all times, to such an extent as shall be satisfactory to County. Service shall be prompt, courteous and efficient.

Operator and its agents and employees shall not engage in open, notorious, and public disputes, disagreements, or conflicts tending to deteriorate the quality of the aeronautical services of Operator and its compatibility with the best interests of the public at the Airport.

2. Management. The management, maintenance and operation of privileges under this Agreement shall at all times during the term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing Operator, who shall be subject at all times to the direction and control of Operator. Such manager shall be available upon reasonable request during normal business hours.

3. Personnel. Operator shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired, with uniforms in such instances as are appropriate. No personnel employed by Operator while on or about the Airport shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

ARTICLE VI INSURANCE

1. Operator shall carry, during the term of this Agreement or any extension hereof, the liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve Operator of any of its obligations under this Agreement.

2. Operator shall, upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way of limitation, comprehensive general liability coverage and shall be in not less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that County will be given not less than thirty (30) days' notice prior to the cancellation or change of any of the provisions provided by said policies. The comprehensive general liability policies shall include contractual liability coverage, and shall make reference to this Agreement. Such policies shall name County as an additional insured and Operator shall cause a certificate of insurance to be furnished to County evidencing such insurance coverage prior to Operator's use of the Airport pursuant to the terms of this Agreement. The following statement is

required on the face of the insurance certificate: "Beaufort County, its officials, servants, agents and employees are named as additional insured." In the event County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, Operator shall, immediately obtain and provide County with certificates evidencing the re-establishment of the insurance coverage required hereby.

3. The minimum limits of coverage shall be as follows:
 - a. Commercial General Liability Insurance including, but not limited to, Personal Injury, Broad Form Contractual and Broad Form Property Damage (per accident). Combined Limit: One Million Dollars (\$1,000,000) per occurrence.
 - b. Automobile Liability
 - c. Worker's Compensation (if applicable)

Please ensure that the Certificate Holder is listed as Beaufort County (not the airport name), PO Box 1228, Beaufort, SC 29902.

Evidence of coverage is to be kept on file with the airport.

4. Insofar as said commercial general liability insurance provides protection against liability for damages to third parties for personal injury, death and property damage, County shall be included as a named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to County owned or leased property and County personnel, and caused by, or resulting from work, acts, operations, or omissions of Operator, its officers, agents, employees, and independent contractors on the Airport. County shall have no liability for any premiums charged for such coverage, and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venturer with Operator in its operations on the Airport.

ARTICLE VII INDEMNIFICATION

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

ARTICLE VIII EQUIPMENT, LICENSES, PERMITS AND SUPPLIES

Operator will provide all its own equipment, licenses, permits and supplies if applicable. If a license, registration or permit of any kind is required of the Operator, its employees, agents or

subcontractors, by federal or state law, Operator warrants that such license, registration or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

ARTICLE IX RULES, REGULATIONS AND ORDINANCES

Operator shall observe and obey all lawful and reasonable Rules, Regulations and Ordinances promulgated, from time to time during the term hereof, by County governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations and Ordinances adopted, shall be available to Operator.

ARTICLE X DEFAULT AND TERMINATION

1. Termination by Operator. This Agreement shall be subject to termination by Operator in the event of any one or more of the following defaults:

- (a) The abandonment of the Airport as an airport;
- (b) The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy, to Operator's satisfaction, such default for a period of thirty (30) days after receipt of notice from Operator to remedy the same; or
- (c) Damage to or destruction of all or a material part of the Airport facilities necessary to the operation of Operator's business.

2. Termination by County. This Agreement shall be subject to termination by County in the event of any one or more of the following defaults:

- (a) Failure by Operator to pay County any payments due hereunder within the time as provided by this Agreement;
- (b) Failure by Operator to observe and perform any covenant, condition or agreement on its part as herein provided or failure to provide authorized services to the public during normal business hours or normal business days for a period of ten (10) days after written notice to do so by County;
- (c) Dissolution or liquidation of Operator or by the filing by Operator of a voluntary petition in bankruptcy;
- (d) Insolvency of Operator, or if Operator makes a general assignment for the benefit of creditors;
- (e) Consent by Operator to the appointment of a receiver, trustee or liquidator of all or essentially all of the property;
- (f) Desertion, abandonment or vacation of Operator's operations at the Airport.

3. Default. Upon default as above provided:

- (a) County may expel Operator or those claiming under it and may act in any way necessary to ensure the continuing and proper operation of the Airport. In such event, the term of this Agreement shall end.
- (b) County may take any other action at law or in equity that it may deem appropriate, necessary or desirable to collect any amounts due from Operator and to enforce performance and observance of any obligation, agreement or covenant of Operator under this Agreement.

4. Causes of Breach; Waiver. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Operator to pay fees, rents or other charges to County.

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

5. Termination of Agreement for Convenience. In addition to the grounds of default and termination provided herein, this Agreement may be terminated for convenience upon thirty (30) days' notice to Operator by the County or to County by Operator.

ARTICLE XI NO PARTNERSHIP OR JOINT VENTURE

No partnership or joint venture between the parties is intended to or shall be created hereunder. In conducting its business hereunder, Operator acts independently and not as an agent of County. The selection, retention, assignment, direction and payment of Operator's employees shall be the sole responsibility of Operator and County shall not attempt to exercise any control over the business activities of Operator or daily performance of duties by Operator's employees.

ARTICLE XII ASSIGNMENT AND SUBLETTING

This Agreement, or any part thereof, may not be assigned, transferred or subleased by Operator, by process or operation of law or in any other manner whatsoever, without the prior written consent of County.

ARTICLE XIII ARBITRATION

Any controversy which shall arise between County and Operator regarding the rights, duties or liabilities of any party hereunder shall be settled by binding arbitration pursuant to the rules of the American Arbitration Association, and judgment upon the award shall be entered in accordance with the South Carolina Uniform Arbitration Act. The parties agree, subject to the

consent of the American Arbitration Association, that such arbitration shall be processed pursuant to the American Arbitration Association "Expedited Procedure" notwithstanding that the amount in controversy may exceed the limits set for such procedure. If any action, including arbitration, shall be brought by any party to recover any sums hereunder, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees. If an arbitration proceeding is brought by any party to this Agreement, a request shall be made by the parties to the arbitrator that in the event a prevailing party is not determined by the outcome of the action, the arbitrator shall make a final determination concerning payment of all costs and expenses (including reasonable attorney's fees) by one or both parties, as the arbitrator deems appropriate based upon the facts and circumstances of the case.

ARTICLE XIV MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

2. Governing Law and Venue. This Agreement is made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Venue for any litigation arising from this Agreement is to be in the Circuit Court for Beaufort County, South Carolina.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and registration fees prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

AS TO COUNTY:
Airport Director/Manager
39 Airport Circle
Beaufort, SC 29907

With a Copy to:
Beaufort County Staff Attorney
P. O. Drawer 1228
Beaufort, SC 29901-1228

With a Copy to:
Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 28.

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND CONSTANT AVIATION
MEETING NAME AND DATE:
Public Facilities & Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Jon Rembold, Airports Director 5 minutes
ITEM BACKGROUND:
The Airports Board reviewed and approved the resolution at its monthly meeting held on June 20, 2024.
PROJECT / ITEM NARRATIVE:
Constant Aviation engages in the business of airplane maintenance. Operator may engage in the following specific activities and services: (a) Aircraft AOG/Line/Scheduled Maintenance This agreement will produce revenue for the airport at no cost to the airport.
FISCAL IMPACT:
Beaufort County/Hilton Head Island Airport will receive Ramp Access fee of \$150.00 for each AOG service request. This agreement will produce revenue for the airport at no cost to the airport
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the resolution for a non-tenant commercial operating agreement between Beaufort County and Constant Aviation and forward to County Council for approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve /deny the resolution for a Non-Tenant Commercial Operating Agreement between Beaufort County and Constant Aviation.
Next step: County Council Meeting – August 26, 2024

Approved by S Parry 8/5/24

RESOLUTION NO. 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND CONSTANT AVIATION**

WHEREAS, the Hilton Head Island Airport ("Airport") desires to enter into a Non-tenant Commercial Operating Agreement with Constant Aviation ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Aircraft Maintenance and desires to use certain areas and facilities owned by Beaufort County ("County") and acquire from County certain rights and privileges in connection with its use of Airport; and

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

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Non-tenant Commercial Operating Agreement with Constant Aviation on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Non-tenant Commercial Operating Agreement with Constant Aviation on the same, or substantially similar, terms as set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
NON-TENANT COMMERCIAL OPERATING
AGREEMENT

This Non-Tenant Commercial Operating Agreement (the "Agreement") is entered into by and between the County of Beaufort, a political subdivision of the State of South Carolina, as the governing body of the Hilton Head Island Airport, a body politic and corporate, existing under and by virtue of the laws of the State of South Carolina ("County"), and **Constant Aviation** (the "Operator"), having its principal office at 18601 Cleveland Parkway, Cleveland Ohio 44135.

WITNESSETH:

WHEREAS, County is the owner and operator of the Hilton Head Island Airport (the "Airport") located at 120 Beach City Road, Hilton Head Island, South Carolina 29926; and

WHEREAS, Operator is engaged in the business of **AIRCRAFT MAINTENANCE** and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

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

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

ARTICLE I
TERM

The term of this Agreement shall commence on 1 August 2024 ("Date of Commencement") and shall end on 31 July 2025.

After that time, this Agreement may be renewed up to four (4) additional, one (1) year terms after the initial term, unless thirty (30) days prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

ARTICLE II
USES AND PRIVILEGES

The County hereby grants to Operator, subject to all the terms and conditions of this Agreement the following rights, uses, and privileges:

1. Scope of Privilege. The Operator shall only have the non-exclusive right and privilege to access the Airport to provide **AIRCRAFT MAINTENANCE**. Operator understands and agrees that it shall not engage in any other business at the Airport under this Agreement.

Operator acknowledges that no right or privilege has been granted to Operator which would operate to prevent any person, firm or corporation from operating an aircraft on the Airport. It is not the intent of this Agreement to grant to Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. County reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Operator.

Operator may engage in the following specific activities and services:

(a) Aircraft AOG/Line/Scheduled Maintenance

Any other activity to be engaged in by Operator will require advance written permission from County and any unauthorized activity by Operator is grounds for immediate termination of this Agreement.

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator and employees, access to public areas and public facilities at the Airport and the privilege of restricted Airport access, ingress and egress governed by regulations set forth in Federal Aviation Administration (FAA) Federal Aviation Regulation (FAR) Part 139, Certification and Operation of Airports, TSA Part 1542, and the Airport Security Program. To enter upon or use the Airport or any part thereof is conditioned upon compliance with these Rules and Regulations. Entry upon or onto the Airport by any person shall constitute an agreement by such person to comply with Rules and Regulations.

The ingress and egress provided for above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act of furnishing any service for or on behalf of Operator that Operator is not authorized to engage in or perform under the provisions hereof unless expressly authorized by County.

County shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Operator's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Operator and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Operator's obligations under this Agreement.

Operator agrees that there shall be no restrictions or interference with public use and access of any public facilities.

ARTICLE III CHARGES AND FEES

1. Manner and Extent of Payment. Commencing with the Date of Commencement, the Operator, in return for use of the Airport facilities and privileges granted hereunder, agrees to

pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise: **RAMP ACCESS FEE OF \$150.00 FOR EACH AOG SERVICE REQUEST.**

- (a) All payments herein are to be made in lawful money of the United States of America and are payable to: **Beaufort County Council, Hilton Head Island Airport**

Mail to: Airport Director, Hilton Head Island Airport
120 Beach City Rd.
Hilton Head Island, SC 29926

2. Delinquent Charges or Fees. Without waiving any other right or action available to County in the event of default in payment of charges or fees hereunder, in the event that Operator is delinquent for a period of fifteen (15) days or more after invoice in paying to County any charge or fee payable to County pursuant to this Agreement, Operator shall pay to County interest thereon at the rate of eighteen (18%) percent per annum from the date such item was due and payable until paid.

In the event County retains counsel to collect any sums owing to it from Operator, Operator agrees to pay to County the sums expended by County on account of the retention of such counsel as well as court costs and expenses incurred by County, including all direct salary costs, materials, supplies, and administrative overhead.

ARTICLE IV PERFORMANCE AND SERVICE STANDARDS

1. Personnel. Operator shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired, with uniforms in such instances as are appropriate. No personnel employed by Operator while on or about the Airport shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

ARTICLE V INSURANCE

1. Operator shall carry, during the term of this Agreement or any extension hereof, the liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve Operator of any of its obligations under this Agreement.

2. Operator shall, upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way

of limitation, comprehensive general liability coverage and shall be in not less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that County will be given not less than thirty (30) days' notice prior to the cancellation or change of any of the provisions provided by said policies. The comprehensive general liability policies shall include contractual liability coverage and shall make reference to this Agreement. Such policies shall name County as an additional insured and Operator shall cause a certificate of insurance to be furnished to County evidencing such insurance coverage prior to Operator's use of the Airport pursuant to the terms of this Agreement. The following statement is required on the face of the insurance certificate: "Beaufort County, its officials, servants, agents and employees are named as additional insured." In the event County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, Operator shall, immediately obtain and provide County with certificates evidencing the re-establishment of the insurance coverage required hereby.

3. The minimum limits of coverage shall be as follows:

- a. Commercial General Liability Insurance including, but not limited to, Personal Injury, Broad Form Contractual and Broad Form Property Damage (per accident). Combined Limit: One Million Dollars (\$1,000,000) per occurrence.
- b. Automobile Liability (\$1,000,000)
- c. Worker's Compensation – As required by SC law

Please ensure that the certificate holder is listed as Beaufort County (not the department name), PO Box 1228, Beaufort, SC 29902

Evidence of current coverage is to be kept on file with the airport.

4. Insofar as said commercial general liability insurance provides protection against liability for damages to third parties for personal injury, death and property damage, County shall be included as a named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to County owned or leased property and County personnel, and caused by, or resulting from work, acts, operations, or omissions of Operator, its officers, agents, employees, and independent contractors on the Airport. County shall have no liability for any premiums charged for such coverage, and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venturer with Operator in its operations on the Airport.

ARTICLE VI INDEMNIFICATION

Operator agrees to indemnify and hold harmless County from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons,

including agents, servants, employees or independent contractors of Operator or County, by reason of death or injury to persons or loss or damage to property, resulting from Operator's operations or acts or omissions of Operator's agents, servants, employees, officers, contractors, or anything done or omitted by Operator, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the negligent acts or omissions of County or its agents or employees.

ARTICLE VII EQUIPMENT, LICENSES, PERMITS AND SUPPLIES

Operator will provide all its own equipment, licenses, permits and supplies if applicable. If a license, registration or permit of any kind is required of the Operator, its employees, agents or subcontractors, by federal or state law, Operator warrants that such license, registration or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

ARTICLE VIII RULES, REGULATIONS AND ORDINANCES

Operator shall observe and obey all lawful and reasonable Rules, Regulations and Ordinances promulgated, from time to time during the term hereof, by County governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations and Ordinances adopted, shall be available to Operator.

ARTICLE IX MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

2. Governing Law and Venue. This Agreement is made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Venue for any litigation arising from this Agreement is to be in the Circuit Court for Beaufort County, South Carolina.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and registration fees prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

AS TO COUNTY:

Airport Director
120 Beach City Road
Hilton Head Island, SC 29926

With a Copy to:

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

With a Copy to:

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

AS TO OPERATOR:With a Copy to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns where permitted.

Company Financial Billing Contact(s):

Name:

Address:

Telephone:

E-mail:

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest dated of execution as noted below.

ATTEST:

BEAUFORT COUNTY

By: _____
 , County Administrator

Date: _____

ATTEST:

OPERATOR:

By: _____
Printed Name: _____
Title: _____

Date: _____