



Public Facilities and Safety Committee Beaufort County, SC

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

Monday, May 22, 2023
3:00 PM

AGENDA

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES- April 24, 2023
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.

AGENDA ITEMS

- [7.](#) DISCUSSION ON REIMAGINE RIBAUT ROAD
- [8.](#) RECOMMEND APPROVAL OF AN ORDINANCE (*by title only*) AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF A PORTION OF REAL PROPERTY LOCATED ON HIGHWAY 170 WITH TMS NO. R600 008 000 0005 0000.
- [9.](#) RECOMMEND APPROVAL OF A RESOLUTION AND APPROVAL TO ENTER INTO AN IGA WITH THE TOWN OF HILTON HEAD FOR AN EXPENDITURE OF TRANSPORTATION IMPACT FEES ON THE ADAPTIVE TRAFFIC SIGNAL MANAGEMENT (ATSM) SYSTEM (**FISCAL IMPACT: \$3,100,000 TO COME FROM ACCOUNT 23020011-51160 WITH A BALANCE OF \$3,298,434**)

- [10.](#) RECOMMEND APPROVAL OF A RESOLUTION ESTABLISHING A TAX ADVISORY COMMITTEE TO PLAN FOR A FUTURE SALES TAX PROGRAM
- [11.](#) RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS FOR THE PURCHASE OF A PORTION OF THE REAL PROPERTY ABUTTING THE HILTON HEAD ISLAND AIRPORT LOCATED ON SUMMIT DRIVE WITH TMS NO. R510 005 000 271A 0000
- [12.](#) RECOMMEND APPROVAL OF A HANGAR FEE INCREASE AT THE HILTON HEAD ISLAND AIRPORT (HXD) AND BEAUFORT EXECUTIVE AIRPORT (ARW)
- [13.](#) RECOMMEND APPROVAL OF A CONTRACT AWARD TO WSP FOR THE JOE FRAZIER ROAD CORRIDOR STUDY (**FISCAL IMPACT:** \$213,890)
- [14.](#) RECOMMEND APPROVAL OF A CONTRACT AWARD TO HDR ENGINEERING, INC FOR THE US 21 CORRIDOR ACCESS MANAGEMENT PLAN (**FISCAL IMPACT:** \$217,992.92)
- [15.](#) RECOMMEND APPROVAL OF A RESOLUTION TO USE IMPACT FEES TO RETAIN HDR ENGINEERING, INC TO STUDY, RECOMMEND, AND DESIGN ENHANCEMENTS TO BLUFFTON PARKWAY PEDESTRIAN ACCOMMODATIONS AND AESTHETICS AKA BLUFFTON PARKWAY ENHANCEMENT PROJECT (**FISCAL IMPACT:** \$259,954.84)
- [16.](#) RECOMMENDATION OF AWARD TO KIMLEY HORN FOR THE INTELLIGENT TRANSPORTATION SYSTEMS (ITS) MASTER PLAN (**FISCAL IMPACT:** \$275,000.00 TO BE PAID FROM ACCOUNT 10401243-54500 WITH A BALANCE OF \$4,353,958.64)
- [17.](#) RECOMMENDATION OF CONTRACT AWARD TO TRINITY ELECTRICAL FOR THE HHI AIR TRAFFIC CONTROL TOWER TECHNOLOGY IMPROVEMENTS. (**FISCAL IMPACT:** \$268,695.00)
- [18.](#) RECOMMEND APPROVAL OF A CONTRACT AWARD TO LSP3 FOR THE DESIGN OF THE PUBLIC WORKS BUILDING (**FISCAL IMPACT:** \$1,467,636)

EXECUTIVE SESSION

19. PURSUANT TO S.C. CODE SEC. 30-4-70 (A) (1) DISCUSSION OF APPOINTMENTS OF PERSONS TO A PUBLIC BODY (GREEN SPACE ADVISORY COMMITTEE)
20. MATTERS ARISING OUT OF EXECUTIVE SESSION
21. ADJOURNMENT

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

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



Public Facilities and Safety Committee Beaufort County, SC

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

Monday, April 24, 2023
4:30 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/224623>

1. CALL TO ORDER

Committee Vice-Chairman Bartholomew called the meeting to order at 4:30 PM.

Committee Vice Chairman Bartholomew led the meeting since Committee Chairman Cunningham was participating via Zoom.

PRESENT

Chairman Logan Cunningham
Vice-Chairman David P. Bartholomew
Council Member Paula Brown
Council Member Anna Maria Tabernik
Ex-Officio Joseph F. Passiment
Council Member York Glover
Council Member Alice Howard
Council Member Lawrence McElynn
Council Member Gerald Dawson (arrived late)

ABSENT

Council Member Mark Lawson
Council Member Thomas Reitz

2. PLEDGE OF ALLEGIANCE

Committee Vice-Chairman Bartholomew led the Pledge of Allegiance.

3. FOIA

Committee Vice-Chairman Bartholomew noted that public notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Tabernik, seconded by Council Member Brown, to approve the agenda.

The Vote - The motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member McElynn, seconded by Council Member Tabernik, to approve the minutes of February 27, 2023.

The Vote - The motion was approved without objection.

6. CITIZEN COMMENT PERIOD

No citizen comments.

7. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 32 HUNTER ROAD WITH ACE HARDWARE OF HILTON HEAD

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/224623?ts=114>

Motion: It was moved by Council Member Brown, seconded by Council Member Passiment, to recommend approval of a resolution authorizing the County Administrator to enter into a lease agreement for real property located at 32 Hunter Road with Ace Hardware of Hilton Head.

Discussion: Council Member Glover asked about the purpose of the item.

County Administrator Greenway briefed the Committee on how the properties in items 7 and 8 are around the boundary of Hilton Head Island Airport, and that the plan is to lease these properties until the buildings get torn down with the airport improvements.

Committee Vice-Chairman Bartholomew commented that the lease would generate \$24,795.00 in annual lease revenue.

The Vote - The motion was approved without objection.

8. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT AND COMMERCIAL OPERATING AGREEMENT FOR REAL PROPERTY LOCATED AT 32 HUNTER ROAD WITH GITIBIN & ASSOCIATES, LLC DBA GO RENTALS

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/224623?ts=207>

Motion: It was moved by Council Member McElynn, seconded by Council Member Howard, to recommend approval of a resolution authorizing the County Administrator to enter into a lease agreement and commercial operating agreement for real property located at 32 Hunter Road with Gitibin & Associates, LLC doing business as Go Rentals.

Discussion: Council Member Tabernik commented that the rental car business would serve the people arriving at Hilton Head Airport well.

Committee Vice-Chairman Bartholomew commented that the lease would generate \$16,947.72 annually in addition to the 10% of the gross revenues for the parking spaces.

The Vote - The motion was approved without objection.

9. RECOMMEND APPROVAL TO AWARD IFB #011223E BEAUFORT COUNTY DIRT ROAD ROCKING CONTRACT #54 TO J.H. HIERS FOR COUNTY OWNED ROADS (\$5,291,646.80)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/224623?ts=280>

Motion: It was moved by Council Member McElynn, seconded by Council Member Passiment, to recommend approval to award IFB #011223E Beaufort County Dirt Road Rocking Contract #54 to J.H. Hiers for county-owned roads.

Discussion: Council Member Brown and County Administrator Greenway discussed the bidding process for this contract.

Council Member Glover asked about legacy roads on Daufuskie Island. County Administrator Greenway replied that litigation for Prospect Road is ongoing.

Assistant County Administrator Fralix discussed the dirt road paving through the TAG program, the paving schedule for Prospect Road, School Road, and Church Road, Daufuskie Island Council's requests regarding road pavement, and consolidation of the paving projects to get economies of scale for transportation and logistics.

Committee Vice-Chairman Bartholomew asked if the roads are county roads. ACA Fralix replied that the dirt road paving program is only for county-owned roads.

Committee Chairman Cunningham asked if there was an estimate of money saved by consolidating the road projects. ACA Fralix replied that there is not an estimate, but that there will be thousands of dollars saved in logistics costs.

The Vote - The motion was approved without objection.

10. RECOMMEND APPROVAL TO AWARD THE CONSTRUCTION MANAGEMENT AND INSPECTION FOR THE SC 170 NEAR-TERM IMPROVEMENTS TO HDR (\$673,351.48)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/224623?ts=500>

Motion: It was moved by Council Member Passiment, seconded by Council Member McElynn, to recommend approval to award the construction management and inspection for the SC 170 near-term improvements to HDR.

Discussion: Council Member Tabernik asked about safety and capacity improvements along 170 from Okatie Center South to SC 462.

ACA Fralix discussed a 2019 study commissioned to determine improvement and safety recommendations for SC 170. The long-term recommendation was to widen to six lanes a four-and-a-half-mile segment from Okatie Center South to SC 462 and to add safety initiatives at specific intersections. The short-term recommendation was to make improvements at five intersections to provide immediate relief.

Council Member Tabernik asked about the timeline. ACA Fralix replied that planning would go out for bid in a couple of weeks, with improvements to start in the middle of the summer and be finished by the end of the year.

Council Member Glover asked about drainage and raised concerns with catch basins. ACA Fralix replied that they are trying to stay within the confines of existing pavement, so drainage on this project is minimal. He also discussed the types of drainage systems and required maintenance.

The Vote - The motion was approved without objection.

11. ADJOURNMENT

Adjourned: 4:46 PM

Ratified:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Discussion on Reimagine Ribaut Road
MEETING NAME AND DATE:
Public Facilities and Safety Committee – May 22, 2023
PRESENTER INFORMATION:
Eric Claussen, Engineering Director 10 mins
ITEM BACKGROUND:
Beaufort County is contracted with Stantec Consulting Services Inc. to develop a comprehensive master plan for transportation safety and mobility along Ribaut Road from Boundary Street to the Russell Bell Bridge. For regular updates on this project, please visit www.reimagineribautroad.com .
PROJECT / ITEM NARRATIVE:
Staff will discuss the development of the master plan to date, milestone schedule, and needs for adoption and implementation of the plan.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
N/A
OPTIONS FOR COUNCIL MOTION:
N/A



Reimagine Ribaut Road Master Plan Project Survey

Hello!

You are invited to participate in our community survey for the Reimagine Ribaut Road Master Plan. In this survey, you and other members of the community will share your thoughts, as well as identify problem areas and possible solutions, as a user of Ribaut Road from Boundary Street to the Russell Bell Bridge. You can visit <https://www.reimagineribautroad.com> to learn more.

The survey should take less than 10 minutes to complete. Your participation in this study is completely voluntary, and you are free to exit the survey at any time. Your answers are strictly confidential, and data from this survey will be reported only in the aggregate.

Thank you very much for your time and support. Your perspective is a valuable resource in making our community's transportation system safe and convenient.

1. How long have you lived along or near Ribaut Road?

- <1 year
- 1-5 years
- 6-10 years
- 10+ years
- I do not live near Ribaut Road

2. What is your home zip code?

What is your work / school zip code?

3. What is your primary mode of transportation on a daily basis?

- I drive alone
 - Ridesharing/I ride with someone
 - Beaufort Area Transit (BATS)
 - Walk
 - Bike
 - Other? Tell us!
-

4. Do you own or have access to a car?

- Yes
- No
- Sometimes

5. How often do you use Ribaut Road?

- Daily
- 1-2 times per week
- 1-2 times per month
- 1-2 times per year
- I do not use Ribaut Road

6. Why do you typically travel along Ribaut Road? Choose all that apply.

- To travel to and from school
 - To travel to and from work
 - As a passage to a major highway (commuting or pass through)
 - As a destination to meet with friends or family
 - As a destination for shopping or errands
 - As a destination for medical needs (Doctor, Hospital Visits)
 - Recreational activities (walking, biking, accessing park, greenway)
 - Other? Tell us!
-

**7. In your opinion, what are the primary issues or problems of this corridor?
Choose up to four.**

- No middle left turn lane
 - Traffic congestion
 - Gaps in sidewalks or no safe pedestrian crossings (intersections, mid-block, etc.)
 - Lack of mobility choices (e.g. biking, walking, ADA)
 - Poor intersections (skewed angles, missing turn lanes)
 - Poor lighting (vehicular and pedestrian)
 - Poor drainage (Lacking curb-and-gutter)
 - Poor traffic signal timing/phasing
 - Too many large trucks
 - Safety (high crashes, dangerous drivers)
 - Widths of sidewalks are too narrow
 - Speeding vehicles
 - Poor aesthetics (streetscaping/beautification)
 - Too many driveways (poor connectivity)
 - Inadequate signage and/or pavement markings
 - Other? Tell us!:
-
-

8. Rate your satisfaction with the following aspects of Ribaut Road.

Please circle one per row

	Satisfied		Somewhat Satisfied		Neutral		Somewhat Dissatisfied		Dissatisfied	
Flow of Traffic	1	2	3	4	5	6	7	8	9	10
Motorist Safety	1	2	3	4	5	6	7	8	9	10
Bicycle Safety	1	2	3	4	5	6	7	8	9	10
Pedestrian Safety - along 15th Street	1	2	3	4	5	6	7	8	9	10
Pedestrian Safety - Crossing 15th Street	1	2	3	4	5	6	7	8	9	10
Number of Travel / Turn Lanes	1	2	3	4	5	6	7	8	9	10
Safety at Intersections	1	2	3	4	5	6	7	8	9	10
Lighting Conditions	1	2	3	4	5	6	7	8	9	10
Sidewalk Connections	1	2	3	4	5	6	7	8	9	10
Aesthetics of Corridor	1	2	3	4	5	6	7	8	9	10

9. How safe do you feel traveling along the corridor while you...

Please circle one per row

	Satisfied	Somewhat Satisfied	Neutral	Somewhat Dissatisfied	Dissatisfied
Drive during the day?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drive at night?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walk during the day?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walk at night?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bike during the day?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bike at night?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10. Please tell us three intersections within the study area in need of improvements.

1. _____
2. _____
3. _____

11. What best describes the destination or businesses you frequent the most along Ribaut Road? Choose up to three (3).

- Fast-food, Drive-Thru, or Major Chain restaurant (e.g., Hardees, Burger King)
- Sit Down, Local or Small Chain Restaurant (e.g., Maryland Fried Chicken, Alvin Ord's)
- Hospital, Clinic or Doctor's Office
- Gas Station or Autobody Shop
- Pharmacy or Convenience Store
- Bank
- Church
- Salon or Barber Shop
- Grocery Store
- A private residence or neighborhood
- Government Offices (e.g. Police, Local Government, Community Services)
- None (I don't visit any destinations or businesses here)
- Other *please explain:* _____

12. What type of goods and services would you like to see more of on Ribaut Road? Choose all that apply.

- | | |
|---|---|
| <input type="checkbox"/> Quality Restaurants | <input type="checkbox"/> Car Dealerships |
| <input type="checkbox"/> Hotels | <input type="checkbox"/> Parks & Recreation, Active & Open Spaces |
| <input type="checkbox"/> Retail Shopping | <input type="checkbox"/> None |
| <input type="checkbox"/> Grocery Stores | <input type="checkbox"/> Other <i>please explain:</i> |
| <input type="checkbox"/> Furniture Stores / Large Retail Shopping | _____ |
| <input type="checkbox"/> Entertainment, Music & Shows | _____ |
| <input type="checkbox"/> Sporting Events | _____ |
| <input type="checkbox"/> Gyms, Exercise, & Physical Fitness | _____ |

13. What type of development/redevelopment would you like to see on Ribaut Road? Choose up to three (3).

- | | |
|---|---|
| <input type="checkbox"/> Mixed-Use / Walkable Development | <input type="checkbox"/> Civic & Institutional Uses |
| <input type="checkbox"/> Residential – single-family | <input type="checkbox"/> Automotive / Industrial Uses |
| <input type="checkbox"/> Residential – multi-family | <input type="checkbox"/> None |
| <input type="checkbox"/> Office | <input type="checkbox"/> Other <i>please explain:</i> |
| <input type="checkbox"/> Special Retail – small or large | _____ |
| <input type="checkbox"/> Large Shopping Centers | _____ |
| <input type="checkbox"/> Restaurants | _____ |
| <input type="checkbox"/> Parks & Recreation, Active & Open Spaces | _____ |
| <input type="checkbox"/> Hotels | _____ |

(continue on next page)

14. Rate the following potential improvements in terms of their importance to you.

	Very Unimportant	Somewhat Unimportant	Neutral	Somewhat Important	Very Important
Improved intersections & traffic signals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway widening	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road diet or repurpose lanes (speed control)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Better connections to businesses and neighborhoods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greenways, trails & multi-use paths	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bicycle facilities (sidepaths, bike lanes, or shared-lane markings)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pedestrian facilities (sidewalks, crosswalks, pedestrian refuge islands)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Center medians, dedicated turn lanes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Streetscape and beautification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Slowing traffic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Curb-and-gutter and drainage improvements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Burying Utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

15. If you could make one improvement to Ribaut Road, what would it be?

16. From your perspective, what should we take into consideration along this corridor?

17. Please share any additional thoughts, comments, or suggestions you have about Ribaut Road.

Thank You



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE (<i>by title only</i>) AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF A PORTION OF REAL PROPERTY LOCATED ON HIGHWAY 170 WITH TMS NO. R600 008 000 0005 0000
MEETING NAME AND DATE:
May 22, 2023; Public Facilities and Safety Committee
PRESENTER INFORMATION:
Brittany Ward, County Attorney; Jared Fralix, Assistant County Administrator 10 Minutes
ITEM BACKGROUND:
PROJECT / ITEM NARRATIVE:
Beaufort County Council by way of Ordinance No. 2023/10 approved the purchase of approximately 93 acres known as the Cooler Tract on March 27, 2023, for the purpose of establishing a centralized law enforcement and first responders center. The County has since been conveyed fee simple ownership of the Cooler Tract. The real property abutting the Cooler Tract consists of approximately twenty (20) acres owned by Oldfield, LLC. The County desires to purchase the Oldfield property for purposes of constructing additional administrative buildings that are unrelated to law enforcement.
FISCAL IMPACT:
Fair Market Value of Property; funding coming from 2017 GO Bond 40100011-54500
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the purchase of approximately twenty (20) acres from Oldfield, LLC
OPTIONS FOR COUNCIL MOTION:
Motion to Deny Move forward to Council for First Reading by title only on May 22, 2023.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend Approval of a Resolution and Approval to Enter into an IGA with the Town of Hilton Head for an Expenditure of Transportation Impact Fees on the Adaptive Traffic Signal Management (ATSM) System
MEETING NAME AND DATE:
Public Facility and Safety Committee, May 22, 2023
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Infrastructure 5 minutes
ITEM BACKGROUND:
Development impact fees are collected to help offset the added pressure that growth in the region places on our existing infrastructure. In order for a transportation project to be considered as an allowable expenditure, the roadway has to be included on the Capital Improvement Project list of the Impact Fee Ordinance and the project has to provide for safety and capacity improvement purposes.
PROJECT / ITEM NARRATIVE:
The Town of Hilton Head, with the coordination of County staff, is working to develop and implement an Adaptive Traffic Signal Management (ATSM) System within the Town to help more efficiently move traffic on and within the island. The Town has requested that \$3.1M be allocated from the County Traffic Impact fees to assist with funding of the project as the project meets the program parameters.
FISCAL IMPACT:
The total cost of the request is \$3,100,000. The funding for this project is Hilton Head Island – Daufuskie Island Impact Fees for Professional Services – account 23020011-51160 with a balance of \$3,298,434.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the resolution and approval to enter an IGA with the Town of Hilton Head for an expenditure of transportation impact fees on the adaptive traffic signal management (ATSM) system.
OPTIONS FOR COUNCIL MOTION:
Motion to approve the resolution and approval to enter an IGA with the Town of Hilton Head for the expenditure of transportation impact fees on the adaptive traffic signal management (ATSM) system. <i>(Move forward to Council for First Reading/Approval/Adoption on June 12, 2023)</i>

RESOLUTION 2023/_____

**A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES
TO THE TOWN OF HILTON HEAD ISLAND FOR THE ON THE ADAPTIVE
TRAFFIC SIGNAL MANAGEMENT (ATSM) SYSTEM**

WHEREAS, the Town of Hilton Head has recognized the need to install an ATSM system in all of the traffic signals throughout the Town; and

WHEREAS, the ASTM project will provide safety and capacity improvements that will provide increased flow in mobility throughout the island; and

WHEREAS, the County collects development impact fees in accordance with the County Code of Ordinances, Chapter 82 - Impact Fees and such fees may be expended on qualifying capital or system improvements such as the ATSM project; and

WHEREAS, the County has a sufficient 2023 balance in the Hilton Head Island – Daufuskie Island service area Traffic Impact Fees account that will cover the \$3,100,000 project request; and

NOW, THEREFORE, BE IT RESOLVED, that County Council approves a \$3,100,000 apportionment from the Hilton Head Island – Daufuskie Island service area Traffic Impact Fee account for the Town of Hilton Head Island’s ATSM project

This Resolution shall be effective June 12, 2023.

Dated this 14th of June 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph F. Passiment

Attest:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
) **INTERGOVERNMENTAL AGREEMENT**
) **TRAFFIC IMPACT FEE DISBURSEMENT**
 COUNTY OF BEAUFORT)

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ___ day of _____, 2023 by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the “Town”), and Beaufort County, South Carolina (hereinafter referred to as the “County”).)

WHEREAS, the Town and County seek to establish an agreement whereby the County will offer aid and assistance in the form of funding for the installation of a new Adaptive Traffic Signal Management (ATSM) system; and

WHEREAS, the Town has recognized the need to install the new ATSM system in all of the traffic signals throughout the Town; and

WHEREAS, Town Council approved the Fiscal Year 2023 annual budget, which contained Capital Improvement Program funds in a project line item for the procurement and installation of the ATSM system; and

WHEREAS, the Town has procured the services of Control Technologies, Inc. via a Request for Qualifications procurement in accordance with Town Code as the most qualified offeror to provide and install the desired ATSM system; and

WHEREAS, the Town has a signal maintenance agreement with the South Carolina Department of Transportation (SCDOT) for the management of traffic signals on SCDOT roads within the Town limits; and

WHEREAS, the County collects development impact fees in accordance with the County Code of Ordinances, Chapter 82 - Impact Fees and such fees may be expended on qualifying capital or system improvements, such as the ATSM project, in jurisdictions from which they were derived; and

WHEREAS, the County has a 2023 fiscal year balance of \$3,100,000.00 in Traffic Impact Fees that must be allocated to eligible transportation projects within the Hilton Head Island – Daufuskie Island jurisdictions; and

WHEREAS, the County collects development impact fees in accordance with the County Code of Ordinances, Chapter 82 - Impact Fees and such fees may be expended on qualifying capital or system improvements such as the ATSM project; and

WHEREAS, pursuant to S.C. Code of Laws Sections 4-9-40, and 6-1-20, and Article VIII Section 13 of the State of South Carolina Constitution, cities and counties may enter into agreements to provide for joint services when mutually desirable; and

NOW, THEREFORE, the below listed agreement is established to better serve the needs of the Town with respect to emergency maintenance and repair of traffic signals within the Town.

SECTION 1 – DEFINITIONS

- A. **TRAFFIC IMPACT FEES** - These are development impact fees charged by the County in accordance with the County Code of Ordinances, Chapter 82 - Impact Fees and such fees may be expended on qualifying capital or system improvements in jurisdictions from which they were derived.
- B. **PROJECT** - The ASTM system is defined in the construction contract documents attached as Exhibit A.

SECTION 2 – PROCEDURES

- A. **INSPECTION**: The Town will notify the County when the work is completed. The County may inspect the work in a timely fashion and send an electronic mail to the Town to confirm that the work has been satisfactorily completed or that outstanding tasks remain and need to be addressed.
- B. **INVOICES**: For all work on the project, the Town shall submit paid invoicing documentation to the County. The Town shall send the County an invoice(s) for all completed work requesting reimbursement in an amount not to exceed \$3,100,000.00.
- C. **PAYMENT**: The County shall pay the invoice, or advise of any disputed items, not later than thirty (30) days following the billing date.

SECTION 3 – INSURANCE

Each party to this Agreement shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry.

A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached to the executed copy of this Agreement. Each party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

SECTION 4 – LIABILITY

Each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 5 – TERM

This Agreement shall run through completion of the project and reimbursement of TIF funds to the Town or December 31, 2023, whichever comes first. This agreement may be terminated upon thirty (30) days advance written notice by the Parties to this agreement. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal.

SECTION 6 – SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters, pursuant to this Agreement. In the event that parties of this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the Town of Hilton Head Island, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

WITNESSES:

BEAUFORT COUNTY

By: _____

Its: _____

TOWN OF HILTON HEAD ISLAND

By: _____

Its: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

ITEM TITLE:
Recommend Approval of Resolution Establishing a Tax Advisory Committee to Plan for a Future Sales Tax Program
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee, May 15, 2023
PRESENTER INFORMATION:
Jared Fralix, PE, Assistant County Administrator - Infrastructure 5 minutes
ITEM BACKGROUND:
In January 2022, County Council established the tax oversight committee to provide recommendations to Council for a transportation sales tax program. The recommendations were received but ultimately have yet to be chosen to bring forth to County referendum at that time. After the committee had performed their assigned tasks the specific committee was dissolved. Per Council retreat in February 2023, Council is considering a future sales tax program to look at the overall community needs. Council wishes to establish a committee to advise it on potential projects.
PROJECT / ITEM NARRATIVE:
County Council proposes to establish a new tax advisory committee to determine what sales tax programs are needed to support the growing needs of the community.
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the resolution
OPTIONS FOR COUNCIL MOTION:
Motion to approve resolution to provide for the establishment of a tax advisory committee to plan for a future sales tax program. (Move forward to Council for approval of resolution.)

RESOLUTION 2023/_____**A RESOLUTION ESTABLISHING A TAX ADVISORY COMMITTEE TO PLAN FOR A FUTURE SALES TAX PROGRAM**

WHEREAS, Beaufort County enjoys a high quality of life and provides a great place for people to live, work and play; and

WHEREAS, South Carolina, and more specifically Beaufort County, has experienced tremendous population and development growth over the last decade; and

WHEREAS, based on macro migration trends, overall growth within both the state and County will most likely continue over the coming years; and

WHEREAS, to keep up with the growth, major infrastructure investments within our communities will be required; and

WHEREAS, based on our county's tourism-based economy, local sales and use tax provides the largest and most effective source of funding to address demands on our infrastructure; and

WHEREAS, with strategic planning and adequate funding to implement the developed plan, Beaufort County can make the necessary investments in our infrastructure to accommodate the growth and ensure the character and charm of our community are preserved; and

NOW, THEREFORE, BE IT RESOLVED, to protect, preserve, and enhance the quality of life and sense of community within the County, Beaufort County Council hereby establishes a tax advisory committee to plan and prepare for potential sales tax referenda in November 2024 that address investments in our roads, our buildings, and our schools throughout our community. The sales tax advisory committee will be appointed in a manner that is consistent with S.C. Code Sec. 4-10-320. It will consist of six (6) members. Three (3) members will be appointed by County Council. The remaining three (3) members will be appointed by the municipalities as follows: Town of Hilton Head Island, one (1) member; Town of Bluffton, one (1) member; City of Beaufort and Town of Port Royal, one (1) member. The Committee will, by a date to be set by Council in the future, provide council with information that identifies the needs and, where required, the specific projects for the various referenda questions.

This Resolution shall be effective May 22, 2023.

Dated this 22nd of May 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph F. Passiment

Attest:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS FOR THE PURCHASE OF A PORTION OF THE REAL PROPERTY ABUTTING THE HILTON HEAD ISLAND AIRPORT LOCATED ON SUMMIT DRIVE WITH TMS NO. R510 005 000 271A 0000
MEETING NAME AND DATE:
Public Facilities & Safety Committee; May 22, 2023
PRESENTER INFORMATION:
Jon Rembold, Airports Director 5 Minutes
ITEM BACKGROUND:
Beaufort County Airports Board - approved with no objection on February 23, 2023
PROJECT / ITEM NARRATIVE:
A portion of Exec Air's property is inaccessible to them because it now contains airfield lighting, electrical, and drainage that resulted from the 2017-18 relocation of Taxiway A, when the taxiway was moved to comply with FAA requirements. The airport discussed the issue with the FAA and they agreed that the property should be purchased to become part of the airport. As required, an appraisal and review appraisal were ordered. The market value has been established and is the basis for the offer to purchase.
FISCAL IMPACT:
\$19,800 plus closing costs to be funded by the Airport Operating Budget Funding for the purchase will be fully reimbursed by grant funds awarded by the South Carolina Aeronautics Commission.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the purchase of a portion of real property owned by the Exec Air/Hilton Head Owners Association, Inc.
OPTIONS FOR COUNCIL MOTION:
Motion to approve /deny the purchase of a portion of the real property owned by the Exec Air HOA Board Move forward to County Council on June 12, 2023, for Public Hearing and Approval

RESOLUTION 2023/_____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS FOR THE PURCHASE OF A PORTION OF THE REAL PROPERTY ABUTTING THE HILTON HEAD ISLAND AIRPORT LOCATED ON SUMMIT DRIVE WITH TMS NO. R510 005 000 271A 0000

WHEREAS, Beaufort County (“County”) desires to purchase a portion of the real property owned by the Exec Air/Hilton Head Owners Association, Inc. (“Exec Air”) located on Summit Drive, Hilton Head Island, Beaufort County, SC 29926 with Tax Parcel Number R510 005 000 271A 0000 (“Property”); and

WHEREAS, the Hilton Head Island Airport (“Airport”) relocated Taxiway A which effected the location of drainage, lighting and utilities. Due to the new location of the aforementioned infrastructure the Property is now located within the active airfield and pursuant to Federal Aviation Administration (“FAA”) guidelines the said Property must be owned by the County in order to be in compliance with FAA guidelines; and

WHEREAS, the County agrees to purchase, and the Seller agrees to sell the Property at the fair market value rate as determined by a licensed real estate appraiser. The parties have agreed to a purchase price of \$19,800 plus closing costs to be funded by the Airport Operating Budget and to be reimbursed by previously awarded grant funds from the South Carolina Aeronautics Commission.

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property in order to comply with the aforementioned FAA guidelines.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents for the purchase of a portion of real property abutting the Hilton Head Island Airport located on Summit Drive with TMS No. 510 005 000 271A 0000 from Exec Air/Hilton Head Owners Association, Inc.

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend Approval of hanger fee increase at Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW)
MEETING NAME AND DATE:
Public Facilities & Safety Committee – May 22, 2023
PRESENTER INFORMATION:
Jon Rembold, Airports Director 5 minutes
ITEM BACKGROUND:
The last fee increases for all County Hangars at HXD and ARW was January 1, 2022. The proposed increases will go into effect January 1, 2024. HXD <ul style="list-style-type: none"> T-Hangar from \$462.00 (current rate) to \$485.00 Corporate Hangar (60’x52’) from \$1,373.00 (current rate) to \$1,442.00 Box Hangar (80’x80’) from \$2,815.00 (current rate) to \$2,956.00 ARW <ul style="list-style-type: none"> T-Hangar from \$345.00 (current rate) to \$363.00
PROJECT / ITEM NARRATIVE:
Hangar fees are used to fund expenses associated with maintaining hangar buildings, area lighting, area upkeep, and a small portion of general airfield maintenance. Below are the current waiting lists for hangar space: HXD: 37 ARW: 64
FISCAL IMPACT:
Total annual hangar fee revenue: HXD (5400001-47220) <ul style="list-style-type: none"> T-Hangar \$5,820.20 Corporate Hangar (60’x52’) \$17,304.00 Box Hangar (80’x80’) \$35,472.00 ARW (51000011-47210) <ul style="list-style-type: none"> T-Hangar \$4,356.00
STAFF RECOMMENDATIONS TO COUNCIL:
Approve hangar fee increases for both Airports
OPTIONS FOR COUNCIL MOTION:
Motion to approve /deny the recommendation of Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW) hangar rent increase. Next step: approval by Council of rate increases.



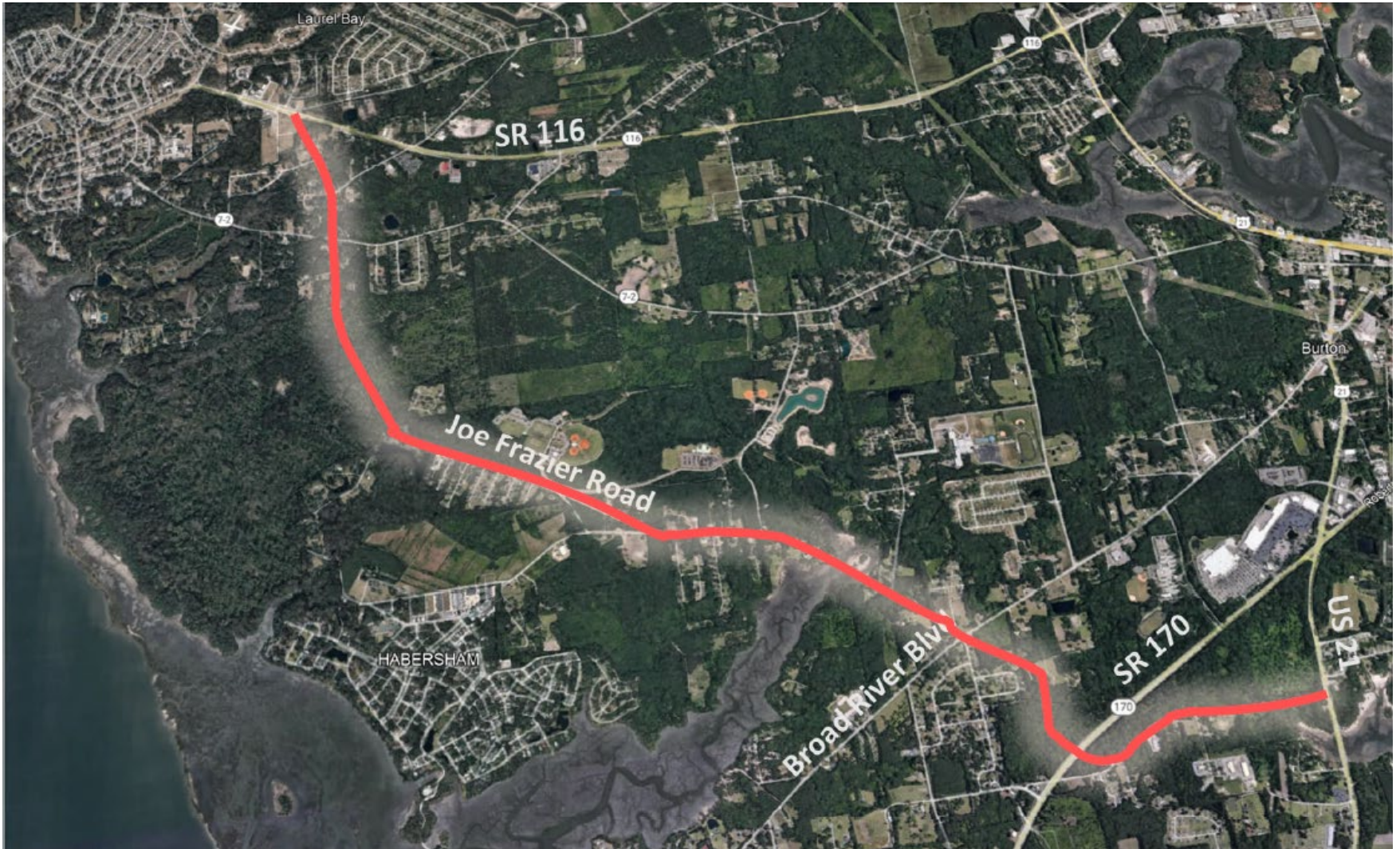
BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award to WSP for the Joe Frazier Road Corridor <i>Study</i> (\$213,890)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – May 22, 2023
PRESENTER INFORMATION:
Jared Fralix, PE – ACA Infrastructure Division Eric Claussen, PE, PTOE – Director of Engineering, Alternative (5 mins)
ITEM BACKGROUND:
WSP is one of the award firms for Beaufort County’s On-Call Transportation Engineering Services RFQ#051922E and asked to provide a scope and fee for an engineering study of Joe Frazier Road between Laurel Bay Road and Broad River Boulevard including the consideration of an extension southeast of Broad River to US 21 utilizing Goethe Hill Road as identified in the SC 170 Corridor Access Management Plan.
PROJECT / ITEM NARRATIVE:
The purpose of the Joe Frazier Road Corridor Study is to understand existing and future travel characteristics and identify alternatives and improvements that address future travel demand and characteristics; improve safety, mobility, and operations; and are feasible considering land use, environmental, utility, and right-of-way constraints.
FISCAL IMPACT:
The contract fee is of \$194,445.00. Staff recommends a 10% contingency of \$19,445, bringing the project total cost to \$213,890. The funding for this project is Capital Funds approved in the 2022/41 Budget Amendment Ordinance – account 10401243-54500 with a balance of \$4,353,958.64.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to award the contract for the Joe Frazier Corridor Study to WSP.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation to award the contract for the Joe Frazier Corridor Study to WSP. <i>Next Step: Move forward to County Council to approve/deny recommendation to award the contract for the Joe Frazier Corridor Study to WSP.</i>

Joe Frazier Road		
Corridor Study Fee Summary		
<p>Prepared by: WSP David Gourley, PE, PMP</p> <p>Date: 4/3/2023 Revised: 4/20/2023</p>		
	Design Hours	Design Total
<i>Study Administration</i>	111	\$ 20,835.00
<i>Preliminary Corridor Studies</i>	380	\$ 56,940.00
<i>Preliminary Structural Analysis</i>	33	\$ 7,080.00
<i>Environmental Studies</i>	7	\$ 1,470.00
<i>Traffic and Safety Analysis</i>	303	\$ 48,030.00
<i>Corridor Planning and Reporting</i>	372	\$ 52,590.00
<i>Other Direct Costs (ODC)</i>		\$ 7,500.00
<i>Subtotal Estimated Compensation</i>	1,206	\$ 194,445.00

Joe Frazier Road Corridor Study

Project Limits





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award to HDR Engineering, INC for the US 21 Corridor Access Management Plan (\$217,992.92)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – May 22, 2023
PRESENTER INFORMATION:
Jared Fralix, PE – ACA Infrastructure Division Eric Claussen, PE, PTOE – Director of Engineering, Alternative (5 mins)
ITEM BACKGROUND:
HDR Engineering, INC is one of the award firms for Beaufort County’s On-Call Transportation Engineering Services RFQ#051922E and was asked to provide a scope and fee for a project to study US 21 between Gardens Corner to Neil Road. Additionally, a short-term solution shall be presented to the County within the first three (3) months of the contract.
PROJECT / ITEM NARRATIVE:
HDR will provide a multi-modal Corridor Planning Study of the US 21 corridor from US 17 to Neil Road, to plan for future growth, evaluate safety, analyze access management opportunities, and to prepare short-term and long-term improvement recommendations for the corridor.
FISCAL IMPACT:
The contract fee is \$198,175.38. Staff recommends a 10% contingency of \$19,817.54, bringing the project’s total cost to \$217,992.92. The funding for this project is Capital Funds approved in the 2022/41 Budget Amendment Ordinance – account 10401243-54500 with a balance of \$4,353,958.64
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to award the contract for the US 21 Corridor Access Management Plan to HDR Engineering, INC.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the recommendation to award the US 21 Corridor Access Management Plan to HDR Engineering, INC. <i>Next Step: Move forward to County Council to approve/deny the recommendation to award US 21 Corridor Access Management Plan to HDR Engineering, INC.</i>



April 25, 2023

Brittanee Bishop
Transportation Program Manager
Beaufort County Engineering
100 Ribaut Road
Beaufort, SC 29902

Re: **US 21 Corridor Study**
Master Service Agreement 051922E
2023 OnCall Transportation Engineering Services (Design)
HDR pursuit # 10367088 / / MSA -HDR #10004353

Dear Ms. Bishop:

HDR Engineering, Inc. of the Carolinas (HDR) appreciates this opportunity to provide Beaufort County with a proposal to provide engineering and planning services associated with the US 21 Corridor Study. Based on the scope of services, questions, deliverables, and schedule outlined below, HDR will collect and review existing conditions data, complete an alternatives assessment, and develop short- and long-term recommendations for the corridor.

The Scope of Services is outlined below:

PURPOSE

Beaufort County is conducting a multi-modal Corridor Planning Study of the US 21 corridor from US 17 to Neil Road, to plan for future growth, evaluate safety, analyze access management opportunities, and to prepare short-term and long-term improvement recommendations. For this exhibit, HDR, Engineering, Inc. of the Carolinas will be referred to as the CONSULTANT, and the US 21 Corridor Study will be referred to as the PROJECT. Beaufort County, SC will be referred to as the CLIENT.

1. PROJECT MANAGEMENT

1.1. ACCOUNTING AND MANAGEMENT

Monthly invoicing will be prepared by the CONSULTANT and submitted to the CLIENT with the amount determined based on the percentage of each task completed. A final invoice will be provided to the CLIENT within 60 days from final acceptance of work.

hdrinc.com

1201 Main Street, Suite 800, Columbia, SC 29201

1.2. PROGRESS MEETINGS

Progress Meetings will be held throughout the life of the study. It is anticipated bi-weekly progress meetings (expected 30 minutes) will be held virtually for a total of no more than 24 meetings. The CLIENT will lead these meetings.

2. EXISTING CONDITIONS

2.1. PUBLIC PARTICIPATION

The CONSULTANT will develop quality educational materials that the CLIENT will show with results of the PROJECT to the general public and stakeholders. The CLIENT will handle all public outreach related to the PROJECT with minor support from the CONSULTANT.

2.2. DATA COLLECTION AND ANALYSIS

The CONSULTANT shall collect, review, and analyze the data necessary to conduct this PROJECT. Upon receiving notice-to-proceed, the CONSULTANT will provide a list of data needs to be provided by the County as available, which will include a wide variety of data items across all modes of travel as well as other supporting data (e.g. land-use and development proposals) covering daily and/or peak hour traffic flow data, crash data with latitude/longitude information, geometric data, transit data, multimodal data, LATS model outputs and prior County transportation studies, land use, models/model data for other communities, database lists to include GIS shapefiles, signal timing and existing Synchro files, pavement quality index data, existing paving financials/budgets, and any other asset condition or inventory data related to existing signal communications, interconnects and infrastructure. The Project Team members will help facilitate the gathering of this data. This could include providing the data directly or providing the necessary contact information. Publicly available data (such as Census data) may be obtained directly by the CONSULTANT, though locally updated or modified versions of publicly available data will be requested from the agencies. This scope anticipates that the majority of the data requested will be readily available from the County or other agencies, in electronic formats. The CONSULTANT will consider key opportunities and constraints related to existing and future conditions.

2.3. SAFETY AND SPEED ASSESSMENT

The CONSULTANT shall review the crash history for the most recently available five (5) years, summarize the identified crash patterns and elevated crash locations, and identify short and long-term safety improvement strategies. The identification of potential safety improvements will also include analyzing driveways and access management issues that should be considered in the development of the concept plans. Improvements to be considered include, but are not limited to, closing medians with landscaping to limit turning movements and locating future openings. Corridor speeds will be evaluated based on available data from the CLIENT.

The crash analysis will consist of a review of crash reports for the corridor and an evaluation of any observed trends or other relevant observations that will aid in recommendations development. It is assumed that the CLIENT will provide crash data that includes accurate latitude and longitude coordinates for mapping purposes.

The safety assessment will include a planning level multi-modal evaluation of the existing transportation system along the corridor. This assessment is expected to cover mobility, safety, connectivity, demand, land-use, and infrastructure/operations (i.e. pedestrian, bicycle, transit, auto & truck), to identify areas in need of safety improvements and existing gaps in coverage and connectivity between modes. This multi-modal evaluation is dependent upon the extent of data available.

2.4. EXISTING TRAFFIC ANALYSIS

The CONSULTANT will examine available count data and the LATS travel demand model outputs for verification purposes. Count data will also be used to evaluate existing intersection operations using HCM 2010 methodology. It is anticipated that a certain amount of additional data will be needed to have an adequate base from which to work, so the CONSULTANT will perform peak hour, typical weekday intersection counts for up to sixteen (16) locations. Count locations will be determined with coordination between the CONSULTANT and CLIENT Staff and will include locations selected by the County and locations determined to be potential candidates for short- and/or long-term modifications.

Key Intersections Include:

- Washington Farm Road (aka Farm Road on Google Earth)
- Keans Neck Road
- Morgan Road
- Seabrook Road & Stuart Point Road
- Martin Lane
- Detour Road & Garrett Small Road
- Claredon Road & Bruck K Smalls Drive
- Poppy Hill Road
- Parker Drive
- Shanklin Road
- Laurel Bay Road & Geiger Boulevard (and Spanish Moss Trail)
- Roseida Road
- Parris Island Gateway
- Broad River Boulevard
- Neil Road

The CONSULTANT will develop base-year AM and PM Synchro (v11.0 or higher) models for locations listed above. Signal timings are to be provided by the CLIENT. The CLIENT will also provide the CONSULTANT with existing Synchro files for any intersections/corridors within the study area. AM and PM Level of Service (LOS) will be evaluated using HCM Seventh Edition methodology for each intersection. The CONSULTANT will estimate an annual traffic volume growth rate based on historical volume data via SCDOT and utilize it to calculate a projected future year no-build analysis. These future year projections will be compared to the LATS model outputs to verify alignment with regional forecasts.

The CONSULTANT will review, with input and information provided by the CLIENT as available, the conditions of the existing signal infrastructure in the study area. This review will consist, as available, of mapped existing signal locations (if data is available), the locations (if available) of upgraded signal cabinets/equipment, the location of any areas/corridors currently under signal coordination and the communication method(s) employed, and the location(s) of any significant

timing/retiming efforts made in the last five (5) years. The CONSULTANT will evaluate current infrastructure upgrade efforts for incorporation of recommended asset plans.

2.5. MAPPING

The CONSULTANT shall develop maps needed to screen and evaluate the study area. All existing conditions and maps identified above are subject to availability of data either from the CLIENT or other sources. This task does not include collecting original data, traffic/user counts, or performing new inventories.

2.6. GOALS, VISION, AND POTENTIAL DESIGN STRATEGIES

The CONSULTANT shall define unique context areas and develop corresponding visions and goals based on Tasks 2.1 – 2.5 as well as discussion with CLIENT staff. These will help identify potential design strategies, example projects, and best practices for corridor improvements.

Deliverables: Analysis Mapping and Summarization Documentation

3. ALTERNATIVES ASSESSMENT

This section describes the process of developing and evaluating alternatives based on engineering, environmental, public and agencies input, as well as other factors.

3.1. CRITICAL/TYPICAL SECTIONS AND INTERSECTION ALTERNATIVES

Up to two (2) existing typical sections and up to six (6) proposed Sketchup critical / typical sections will be developed based on the context areas, vision and goals defined in Task 2. Intersection design strategies and alternatives will also be developed at key intersections.

3.2. PLANNING LEVEL OPINION OF PROBABLY COSTS

The CONSULTANT shall develop planning level costs for each viable alternative developed. The cost will be comprised of design, right-of-way and construction costs only. Given the planning level detail of the alternatives, costs will be developed based upon conceptual designs and implementation of short- and long-term items. The cost for right-of-way needs will be based upon estimated acreages of right-of-way and average property value in the area (individual parcel-level right-of-way costs and business damages and relocations are not included). Planning level costs are intended for providing a relative comparison between alternatives.

3.3. ALTERNATIVES EVALUATION

After developing the alternatives, the CONSULTANT will prepare a matrix comparing the quantitative and qualitative benefits, impacts, and costs of the alternatives.

3.4. PUBLIC MEETINGS

The CONSULTANT will develop educational materials about the PROJECT for CLIENT use. The CLIENT will be responsible for printing and mailing all advertising and materials. The CLIENT is not anticipating CONSULTANT participation in any public meetings.

3.5. ALTERNATIVES ASSESSMENT DOCUMENTATION

The CONSULTANT will prepare and submit the Alternatives Assessment. This memo will include a preliminary recommendation based on the input from the public and project visioning team. The assessment will also document and classify components of the alternatives into two different horizon times, including short-term (implementation in ten years or less), and long term (implementation in 11 or more).

Deliverables: Alternatives Assessment Memo

4. CONCEPT DEVELOPMENT & FINAL DOCUMENTATION

4.1. SHORT TERM SOLUTIONS DEVELOPMENT & CONCEPT DESIGN

Based on evaluation of collected data, the CONSULTANT will map existing corridor link and intersection capacity issues, along with level of service (LOS) and crash patterns within the existing network, and will create a prioritized list of potential improvements. The CONSULTANT will work from land use assumptions based on collected data.

The CONSULTANT will evaluate opportunities to improve upon current or short-term deficiencies in the corridor. Example short-term project types include access management to improve safety and/or increase capacity, improving safety at intersections, and minor intersection improvements such as roundabouts and improving intersection capacity. The CONSULTANT will develop a narrative and supporting conceptual designs and typical sections suggesting adaptations based on current national guidelines and best practices. The approach for the alignments is to avoid the need for additional right-of-way. However, if locations requiring additional right-of-way are needed to accommodate the proposed alternative improvements, they will be identified. This identification will only include an approximate representation of the needed additional right-of-way and does not include a sketch and description, survey, or other legal document to be used for the legal acquisition process. Capacity improvements will be evaluated against a design-year No Build LOS to quantify the magnitude of improvement. Capacity analysis will be conducted using Synchro v11.0 or higher and will make use of HCM 2010 methodology.

The CONSULTANT will identify opportunities, where feasible, for multimodal infrastructure, developing a narrative on a series of best practices especially in regards to the Spanish Moss Trail. The CONSULTANT will evaluate opportunities for ITS improvements/expansion and/or implementation, including adaptive signal systems and wireless communication (i.e. signal interconnect and/or synchronization), along with short-term opportunities for the CLIENT to prepare for, and implement, “smart-city” technology (i.e. to include signal system network improvements and 5G connectivity). The CONSULTANT will evaluate opportunities to improve access and mobility for bicyclists and pedestrians. Opportunities are anticipated to primarily focus on pedestrian and trail crosswalks at intersections, mid-block locations and driveways, and filling in gaps in existing bicycle and pedestrian networks, where feasible.

4.2. LONG TERM SOLUTIONS DEVELOPMENT

The CONSULTANT will identify long-term needs across all modes and address major user groups (commuters, local residents, visitors, deliveries, etc.) The identified issues and needs will take into account input from the CLIENT, other stakeholders, and the public as available.

hdrinc.com

1201 Main Street, Suite 800, Columbia, SC 29201

Combined with the project goals and objectives they will guide the CONSULTANT in developing and then evaluating a range of potential multimodal improvement alternatives. Possible improvements will address all modes. This could include circulation network upgrades, roadway reconfigurations, multi-modal corridor improvements, regional access, sidewalks, shared-use paths, parking improvements, and wayfinding elements.

The CONSULTANT will identify, through coordination with the CLIENT, up to three (3) intersections where the CONSULTANT will conduct a design-year Synchro analysis to identify potential long-term solutions to current or anticipated future needs. The solutions will consist of concept layouts of up to two (2) alternatives for each intersection. Solutions could include intersection realignments, capacity improvements, safety improvements, or improvements to accommodate anticipated growth.

The CONSULTANT will develop a list of long-term roadway projects intended to improve safety, capacity, and mobility. Long-term project examples include, new roadway alignments, traditional or innovative widening projects, and new/modified intersections. As noted above, the CONSULTANT will conduct a detailed capacity analysis for up to three (3) of these locations to select a preferred alternative based on benefits as identified by the project goals.

4.3. ROLL PLOT(S)

Up to two (2) roll plots will be developed for use by the CLIENT covering the extents of the preferred alternatives on a scaled, aerial map identifying the apparent right-of-way and parcel boundaries as represented on existing GIS information, property appraiser data, and other records provided by the CLIENT.

Each roll plot will be up to 8 feet long by up to 3 feet wide.

4.3.1.VISUALIZATIONS AND PLACEMAKING STRATEGIES

Up to two (2) 2-D or 3-D visualizations/renderings of key locations and/or intersections will be developed to help visualize the preferred concept. The CONSULTANT may visit the field to obtain necessary photos to support the development of the visualizations from specific viewpoints. These visualizations will help to show more than the roadway features - they will highlight placemaking opportunities and potential landscaping and hardscaping improvements to be included in key areas.

4.3.2.CONCEPT LEVEL OPINION OF PROBABLE COST

The CONSULTANT shall develop a concept level cost for the concept plan. The cost will be comprised of design, right-of-way, and construction costs only. Costs will be developed based upon SCDOT Basis of Estimates. The cost for right-of-way needs will be based upon estimated acreages of right-of-way and average property value in the area (individual parcel-level right-of-way costs are not included).

4.3.3.IMPLEMENTATION STRATEGIES

The CONSULTANT will assess the priority, segmentation, and appropriate next steps for the project. Additional study recommendations, such as those pertaining to land use or transit, will also be summarized.

4.3.4.FINAL DOCUMENTATION

The CONSULTANT will compile a draft final report and a final report inclusive of previous tasks.

Deliverables: *Final Documentation*

SCHEDULE

This study has an estimated duration of twelve (12) months from Notice to Proceed (NTP) for completion of the project. Short term solutions at the US 21/Laurel Bay intersection will be evaluated within the first three months.

FEE

HDR proposes to perform the tasks described in this proposal as outlined below:

Task 1	\$19,398.42	(102 manhours)
Task 2	\$74,162.33	(412 manhours)
Task 3	\$48,340.03	(352 manhours)
Task 4	\$56,274.60	(426 manhours)
Total	<u>\$198,175.38</u>	(1,292 manhours)

Once again, HDR appreciates this opportunity to provide assistance to the Beaufort County. We look forward to working with you on this project. Please call 803-509-6626 with any questions or comments you may have.

Sincerely,

HDR ENGINEERING, INC. OF THE CAROLINAS



Phillip Hutcherson, P.E.
Project Manager



Jonathan Henderson, P.E. VP
South Atlantic Area Manager

hdrinc.com

1201 Main Street, Suite 800, Columbia, SC 29201



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommend Approval of a Resolution to Use Impact Fees to Retain HDR Engineering, Inc to study, recommend, and design enhancements to Bluffton Parkway pedestrian accommodations and aesthetics aka Bluffton Parkway Enhancement Project (\$259,954.84)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – May 22, 2023
PRESENTER INFORMATION:
Jared Fralix, PE – ACA Infrastructure Division Eric Claussen, PE, PTOE – Director of Engineering, Alternative (5 mins)
ITEM BACKGROUND:
HDR Engineering, INC is one of the award firms for Beaufort County’s On-Call Transportation Engineering Services RFQ#051922E and was asked to provide a scope and fee for a project to enhance Bluffton Parkway between River Ridge Drive and Hampton Parkway.
PROJECT / ITEM NARRATIVE:
HDR will provide recommendations for enhancements to the Bluffton Parkway pedestrian accommodations and aesthetics. These enhancements include but are not limited to street and pathway lighting, enhanced street signs, wider multi-use pathways, and corridor landscaping. HDR will investigate design options, develop construction plans, and create the necessary bid documents that will be required for construction.
FISCAL IMPACT:
The contract fee is \$236,322.58. Staff recommends a 10% contingency of \$23,632.26, bringing the project’s total cost to \$259,954.84. The funding for this project is South of the Broad Impact Fees for Professional Services – account 23020011-51160 with a balance of \$3,298,434.29.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to award the contract for the Bluffton Parkway Enhancement Project to HDR Engineering, INC.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny Resolution authorizing the use of impact fees to retain HDR to work on the Bluffton Parkway Enhancement Project. Next Step: Move forward to County Council to approve/deny the Resolution

RESOLUTION 2023/_____

A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES TO RETAIN HDR, INC. TO STUDY, RECOMMEND, AND DESIGN ENHANCEMENTS TO BLUFFTON PARKWAY PEDESTRIAN ACCOMODATIONS AND AESTHETICS

WHEREAS, Bluffton Parkway is heavily used by both pedestrians and motorists; and

WHEREAS, the County desires to initiate a study of the existing and future use of the parkway by both pedestrians and motorists for the purpose of better accommodating and enhancing the experiences of both by establishing a project called the Bluffton Parkway Enhancement Project; and

WHEREAS, the County wishes to retain HDR, Inc. to perform the study, to make recommendations to the County, and to design the enhancements. HDR has submitted a contract fee of \$236,322.58 for the work. The County recommends a ten percent contingency fee (\$23,633,26) for a total of \$259,954.84; and

WHEREAS, the County collects development impact fees in accordance with state law and Beaufort County Code of Ordinances, Chapter 82 - Impact Fees, for purposes such as the Bluffton Parkway Enhancement Project study and recommendations; and

WHEREAS, the County has a sufficient balance in the Road Facilities – Southern Beaufort County Service Area to pay for the projected expenses which are associated with the study.

NOW, THEREFORE, BE IT RESOLVED, that County Council hereby approves the expenditure of \$259,954.84 of road impact fees from the South of the Broad Service Area to retain HDR, Inc to study, recommend, and design enhancements to Bluffton Parkway Pedestrian Accommodations and aesthetics (Bluffton Parkway Enhancement Project).

This Resolution shall be effective _____ day of _____, 2023.

Dated this _____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph F. Passiment

Attest:

Sarah W. Brock, Clerk to Council



April 25, 2023

Brittane Bishop
Transportation Program Manager
Beaufort County Engineering
100 Ribaut Road
Beaufort, SC 29902

Re: **Bluffton Parkway Enhancement Project**
Master Service Agreement 051922E
2023 OnCall Transportation Engineering Services (Design)
HDR pursuit# 10367039 / MSA -HDR #10004353

Dear Ms. Bishop:

HDR Engineering, Inc. of the Carolinas (HDR) appreciates this opportunity to provide Beaufort County with a proposal to provide engineering services associated with the Bluffton Parkway Enhancement Project. Based on the scope of services, deliverables and schedule outlined below, HDR will survey the project, create alternative concepts to review, and develop engineering plans for construction.

The Scope of Services is outlined below:

PURPOSE

Beaufort County wishes to construct enhancements to the Bluffton Parkway pedestrian pathway for approximately 3000' from River Ridge Road to Hampton Parkway (see Figure 1). Beaufort County has funding available for use on the project for pedestrian accommodations and aesthetic enhancements. These enhancements include but are not limited to lighting, enhanced street signs, and landscaping. HDR will investigate design options, develop construction plans, and create the necessary bid documents that will be required for construction. For this exhibit, HDR Engineering, Inc. of the Carolinas will be referred to as the CONSULTANT, Andrews Engineering will be referred to as the SUBCONSULTANT, the Bluffton Parkway Enhancement Project will be referred to as the PROJECT, and Beaufort County, SC will be referred to as the CLIENT.

hdrinc.com

1201 Main Street, Suite 801, Columbia, SC 29201

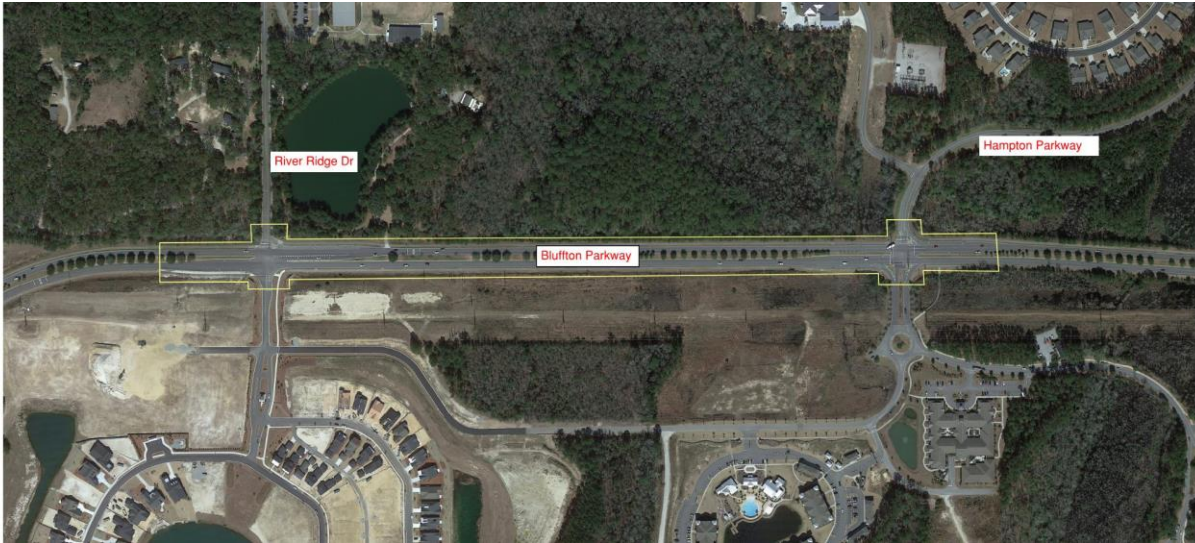


Figure 1 - Project Location

SCOPE

The project area will be analyzed and studied by the CONSULTANT. Alternative improvements and enhancements in the corridor will be researched and considered utilizing Beaufort County input and criteria. Enhancements to be considered for this project will include alternative pathway configurations, land scaping, pavement markings and signing, lighting design considerations. The tasks included in this study will include the following:

- Project Management
- Surveys
- Alternative Research and Concept Plan Development
- Construction Plans and Specifications
- Project Permitting
- Display Graphics
- Bid Documents

1. PROJECT MANAGEMENT

The CONSULTANT will coordinate with the CLIENT to prepare a schedule for the proposed project. Coordination meetings will be monthly as needed and will be held virtually. The CONSULTANT will coordinate with the CLIENT for any specific design standards. The CONSULTANT will coordinate with the subconsultant Andrews Engineering (SUBCONSULTANT) for survey needs.

hdrinc.com

1201 Main Street, Suite 800, Columbia, SC 29201

1.1. ACCOUNTING AND MANAGEMENT

Monthly invoicing will be prepared by the CONSULTANT and submitted to the CLIENT with the amount determined based on the percentage of each task completed. A final invoice will be provided to the CLIENT within 60 days from final acceptance of work.

1.2. COORDINATION AND PROGRESS MEETINGS

Progress Meetings will be held throughout the life of the study. It is anticipated bi-weekly progress meetings (expected 30 minutes) will be held virtually for a total of no more than 24 meetings. The CLIENT will lead these meetings.

2. SURVEYS

During this task, the SUBCONSULTANT will perform a limited topographic survey of the site to determine key areas of design controls and limits. The purpose of this survey is to collect data and information regarding the existing conditions of the site including existing elevations, horizontal clearances, offsets, and right-of-way verification. Surveys performed will be utilized for the concept and final construction plans. Features that will be surveyed include:

- Boundary monuments
- Existing curb & gutter and asphalt shared pathway locations
- Existing structures and related above ground improvements
- Marked Underground Utilities (as marked by SC811 only)
- Above ground utilities
- Group timber lines in wooded areas and individual trees non-wooded areas
- Specimen tree survey
- Drainage channels, ditches, swales, creeks, streams, ponds, etc.
- Drainage pipes

Deliverables:

- 2.1. One (1) digital copy of Planimetric survey data (2D) in Microstation format.
- 2.2. One (1) digital copy of Topographic Breakline data (3D) in Microstation format.
- 2.3. One (1) digital copy of Digital Terrain Model in Microstation format.
- 2.4. One (1) Specimen Tree Survey

3. ALTERNATIVES RESEARCH AND CONCEPT PLAN DEVELOPMENT

The CONSULTANT shall prepare enhancement and conceptual layouts for the alternatives to illustrate significant design features of the project. These concepts will consist primarily of technical options, roll plots displaying options and locations along the corridor, typical sections and cross sections only where needed. Conceptual cost estimates will be completed for each enhancement. Prior to beginning

hdrinc.com

1201 Main Street, Suite 800, Columbia, SC 29201

the design, the CONSULTANT shall submit detailed design criteria for approval by Beaufort County. The CONSULTANT will prepare preliminary layouts for the project and will provide the layouts to Beaufort County for review. The proposed design may include:

- 10' pathway on southside of the Bluffton Parkway with low level lighting options
- 12' pathway on northside of the Bluffton Parkway with high lighting options
- Enhanced crosswalk areas (pavement markings, stamped pavement)
- Lighting improvements (wide lighting, street signs, posts, banner arms, etc.)
- Aesthetic street name signs or back lighted street name signs
- Aesthetic signs posts
- Bicycle maintenance stations
- Landscape architecture

Deliverables:

- 3.1. One (1) PDF of Concept Alternatives (enhancement options, roll plots, typical sections, cross sections)
- 3.2. One (1) preliminary cost estimate

4. CONSTRUCTION PLANS AND SPECIFICATIONS

Upon approval of concept plans from CLIENT, construction Plans will be developed to establish the location of shared use pathways and enhancements. The scale that will be used for the site layout plans shall be 1" = 20'. The CONSULTANT will finalize the stormwater design for the construction plans in accordance with Beaufort County stormwater requirements. The site improvement plan shall indicate the location of various proposed and existing site improvements and as a minimum shall include:

- North Arrow
- Control points
- Property Lines
- Known Easements
- Existing site conditions/utilities
- Proposed layout plan including pathway enhancements, stormwater features, construction details, and utilities
- Erosion control plans based on Beaufort County and SCDHEC requirements
- Details and specifications for construction
- Proposed construction item quantities

The CONSULTANT will create a final Engineer's Cost Estimate for the proposed improvements following final plan approval.

Deliverables:

- 4.1. One (1) full size to scale PDF of Final Construction plans
- 4.2. One (1) Cost Estimate for Final Construction Plans
- 4.3. One (1) electronic PDF and one (1) electronic Microsoft Word copy of Special Provisions
- 4.4. One (1) PDF of design and quantity calculations

5. PROJECT PERMITTING

The proposed project will require a Land Disturbance Permit through the South Carolina Department of Health and Environmental Control. A tree permit from COUNTY will also be submitted if necessary. The CONSULTANT will coordinate with the COUNTY arborist on disposal/relocating of the existing landscaped trees. The CONSULTANT will prepare the necessary permit applications on behalf of Beaufort County based on the construction plans. The CONSULTANT will coordinate as needed throughout the permit review process.

The CONSULTANT will perform a wetland delineation and prepare the appropriate documentation in support of an "accurate-preliminary" jurisdictional determination (JD) from the Charleston District Army Corps of Engineers (USACE). The CONSULTANT will conduct field visits as necessary to confirm the presence of wetlands and streams within a defined project study area. Upon completion of the wetland delineation, a JD request for an "accurate-preliminary JD" will be prepared and submitted to the USACE. For the purposes of this proposal, it is assumed that no additional wetland impacts will need to be permitted for these improvements. If additional permits are required, it will be considered additional services and billed at an hourly rate.

Deliverables:

- 5.1. SCDHEC Land Disturbance Permit Application package
- 5.2. Two hardcopies, 1 electronic PDF copy JD Request Package
- 5.3. Beaufort County tree permit (if necessary)

6. DISPLAY GRAPHICS

The CONSULTANT will develop up to three associated 3D-Renderings for selected aesthetics to be included with the project.

Deliverables:

- 6.1. Sketches and renderings for the project.

7. BID DOCUMENTS

The CONSULTANT will create the Project's contract documents in preparation of advertisement for bid. HDR will develop construction quantities, standards, and technical specifications. HDR will use established criteria and specifications from the SCDOT for consistency and quality of materials to be used on the project. These bid documents will be provided to Beaufort County prior to advertisement for review and approval. Received bids from contractors will be reviewed and checked for accuracy. A contractor recommendation will be made by the CLIENT after the bids are reviewed. Necessary construction conferences will be attended by the CONSULTANT. These meetings include the pre-bid conference and the pre-construction conference.

Deliverables:

7.1. One (1) full size to scale PDF of Final Bid Documents including:

7.2. One (1) PDF of Standard Specifications

7.3. One (1) PDF of Special Provisions

7.4. One (1) PDF of Unit Bid Tab Quantities

SERVICES OF THE COUNTY

In order to complete this project, Beaufort County agrees to provide the following if necessary:

- Access to the project site to perform studies, inspections, etc.
- Project representative to respond to questions or inquiries during the progression of the project.
- Pre-existing data including as-built plans, in hard copy and electronic format, as well as GIS information necessary for design of the project.
- Right-of-way acquisition (New Right-of-way, Easements, and/or Permissions) as necessary
- Utility Coordination as necessary.

SCHEDULE

This project has an estimated duration of eight (8) months from Notice to Proceed (NTP) for completion of the project.

FEE

HDR proposes to perform the tasks described in this proposal as outlined below:

Task 1	\$29,409.80	(152 manhours)
Task 2	\$25,334.18	(16 manhours)
Task 3	\$67,155.07	(408 manhours)
Task 4	\$68,844.95	(464 manhours)
Task 5	\$19,464.93	(146 manhours)
Task 6	\$ 7,033.65	(49 manhours)
Task 7	\$19,080.00	(100 manhours)
Total	<u>\$236,322.58</u>	(1,335 manhours)

Once again, HDR appreciates this opportunity to provide assistance to the Beaufort County. We look forward to working with you on this project. Please call 803-509-6626 with any questions or comments you may have.

Sincerely,
HDR ENGINEERING, INC. OF THE CAROLINAS

Phillip Hutcherson, P.E.
Project Manager

Jonathan Henderson, P.E. VP
South Atlantic Area Manager





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award to Kimley Horn for the ITS Master Plan (\$275,000.00)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – May 22, 2023
PRESENTER INFORMATION:
Jared Fralix, PE – ACA Infrastructure Division Eric Claussen, PE, PTOE – Director of Engineering, Alternative (5 mins)
ITEM BACKGROUND:
Kimley Horn is one of the award firms for Beaufort County’s On-Call Traffic Engineering Services RFQ#083021E and was asked to provide a scope and fee to the region’s Metropolitan Planning Organizations (LATS) for an Intelligent Transportation Plan (ITS). The County will be cost-sharing in and managing this project for LATS.
PROJECT / ITEM NARRATIVE:
The 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.
FISCAL IMPACT:
The contract fee is \$267,670. Staff recommends adding a contingency of \$7,330 for a total of \$275,000 to cover any overages. The funding for this project is an 80/20 split with LATS. Therefore, LATS is responsible for \$220,000 of the total cost and Beaufort County is responsible for \$55,000. Beaufort County’s contribution for this project is Capital Funds approved in the 2022/41 Budget Amendment Ordinance – account 10401243-54500 with a balance of \$4,353,958.64.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to award the contract for the ITS Master Plan to Kimley Horn.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the recommendation to award the ITS Master Plan to Kimley Horn. <i>Next Step: Move forward to County Council to approve/deny the recommendation to award the ITS Master Plan to Kimley Horn.</i>



April 13, 2023

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

RE: *Professional Services Proposal for Beaufort County ITS Masterplan – Beaufort County, South Carolina*

Eric,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this letter proposal (the “Proposal”) to Beaufort County (“the Client”) for providing transportation and ITS engineering services related to the Beaufort County ITS Masterplan. Our project understanding, scope of services, schedule, and fee are described below.

PROJECT UNDERSTANDING

It is our understanding Beaufort County would like to implement an ITS Masterplan for the county. In conjunction with LATS, the ITS Masterplan will also include portions of Jasper County. The ITS Masterplan will include the following corridors:

1. US 278 from US 17 through Hilton Head – approximately 36 miles of roadway
2. SC 170 from US 21 to SC 46 – approximately 24 miles of roadway
3. SC 170 from US 17 to SC 315/SC 46- approximately 4 miles of roadway
4. SC 315 from US 17 to SC 46 – approximately 6 miles of roadway
5. SC 46 from US 17 to US 278 – approximately 17 miles of roadway
6. US 17 from SC 46 to SC/GA State line – approximately 14 miles of roadway
7. US 17 from Beaufort County Line to I-95 – approximately 14 miles of roadway
8. Argent Boulevard from US 278 to SC 170 – approximately 4 miles of roadway
9. SC 462 from SC 170 to Snake Road – approximately 3 miles of roadway
10. Bluffton Parkway from SC 170 to US 278 – approximately 11 miles of roadway
11. Buckwalter Parkway from US 278 to SC 46 – approximately 4 miles of roadway
12. US 21 from US 17 to Harbor River Bridge – approximately 28 miles of roadway
13. Ribaut Road from US 21 Business to US 21 – approximately 3 miles of roadway
14. Parris Island Gateway from US 21 Business to US 21 – approximately 4 miles of roadway
15. SC 128/US 28/Lady’s Island Drive from SC 170 to US 21- approximately 9 miles of roadway

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

Task 1.6 Presentations to County Council

The Engineer will conduct up to two presentations to County Council. 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 County operates today and how the County would like to operate in the future. To establish this foundation, the Engineer will develop the Concept of Operations (ConOps). The ConOps represents the County’s 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. More simply put, the Concept of Operations attempts to answer the Who, What, When, Where, Why, and How for the system in general terms. Kimley-Horn 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 to 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.

Kimley-Horn 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 three focus areas: existing, planned and 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 needs to be planning for related to autonomous and connected vehicles (is this a desire) as well as other emerging transportation technologies. *A staffing plan and layout of the Traffic Management Center would be an additional service to this Task.*

The consultant will coordinate with the County to verify our 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 develop and then hold a meeting with the County to review the existing, future, and emerging technology system demand. 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

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 above scope of services was identified based upon the RFQ, the Engineer's experience, several working meetings with County staff. The Engineer can provide additional services for 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 Engineer can install County-purchased GPS clocks and configure the traffic signal controller appropriately. Alternatively, the Engineer can provide instruction and demonstration to County staff on this task is achieved.

Traffic Engineering

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

SCHEDULE

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

FEE AND BILLING

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

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

Task	Fee
Task 1 – Project Management	\$59,760
Task 2 – Concept of Operations	\$50,910
Task 3 – Existing Conditions and Asset Inventory	\$34,710
Task 4 – Needs Assessment	\$46,890
Task 5 – ITS Master Plan	\$75,400
Total Lump Sum	\$267,670
Task 6 – On Call Services	Hourly

CLOSURE

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

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

___ Please email all invoices to _____ @ _____ . _____ .

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

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

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



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

Very truly yours,

KIMLEY-HORN

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

Dillon Turner, P.E., PTOE
Project Manager

Agreed to this ____ day of _____, _____.

Beaufort County

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

ITS Masterplan Fee Proposal
Kimley-Horn Staff Hours & Fees

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

Task 2 - Concept of Operations	Project Manager/Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 295.00	\$ 200.00	\$ 150.00		
Collect existing information	4	12	12		
Conduct workshop	20	16	24		
Draft ConOps Document	12	25	25		
Meeting and notes	12	4	4		
Final ConOps Document	20	24	28		
<i>Task 2 Hours:</i>	68	81	93.0		
<i>Task 2 Fees:</i>	\$ 20,060.00	\$ 16,200.00	\$ 13,950.00	\$ 700.00	\$ 50,910.00
				<i>Kimley-Horn Fee:</i>	\$ 50,910.00

Task 3 - Existing Conditions and Asset Inventory	Project Manager/Senior Professional II	Professional	Analyst	Expenses	Task Fees
	\$ 295.00	\$ 200.00	\$ 150.00		
Identification of Existing System Assets	8	10	10		
Workshop	20	16	24		
Develop GIS Data Base	10	25	50		
<i>Task 3 Hours:</i>	38	51	84		
<i>Task 3 Fees:</i>	\$ 11,210.00	\$ 10,200.00	\$ 12,600.00	\$ 700.00	\$ 34,710.00
				<i>Kimley-Horn Fee:</i>	\$ 34,710.00

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

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



May 18th, 2023

Eric Claussen, Director of Engineering
2266 Boundary Street
Beaufort, SC 29901

Re: Intelligent Transportation Systems (ITS) Regional Master Plan Guideshare Funding

Eric,

The Lowcountry Area Transportation Study (LATS) the designated Metropolitan Planning Organization for the Hilton Head – Bluffton urbanized area voted unanimously on December 2nd 2022 to allocate Federal Guideshare funds for an Intelligent Transportation System (ITS) Regional Master Plan. The project is identified in the FY 2021-FY 20217 Transportation Improvement Program (TIP) for the fiscal year 2023. The Transportation Improvement Program (TIP) is the MPO’s short-range programming document and is a staged, multi-year listing of surface transportation projects proposed for federal, state, and local funding within the metropolitan area. The project is also included in the State TIP (STIP).

The total project cost is estimated not to exceed \$275,000. The approved LATS Federal Guideshare funds cover 80% (\$220,000) of the cost share while the local share must be at a minimum equal to 20% (\$55,000) of the total project cost.

If you have question please contact Stephanie Rossi, at srossi@lowcountrycog.org or (843) 473-3958.

Thank you,

Stephanie Rossi

Stephanie Rossi
Planning Director

c/o Lowcountry Council of Governments

PO Box 98 | 634 Campground Road
Yemassee, South Carolina 29945
Main: 843.473.3990 Planning: 843.473.3958 Fax: 843.726.5165
www.lowcountrycog.org



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of contract award to Trinity Electrical for the HHI Air Traffic Control Tower technology improvements in the amount of \$268,695.00.
MEETING NAME AND DATE:
Public Facilities and Safety Committee – May 22, 2023
PRESENTER INFORMATION:
Steve Parry, Deputy Airports Director for Jon Rembold, Airports Director 5 minutes
ITEM BACKGROUND:
Trinity was the only company to submit a response to the RFP. Once submitted, the price was negotiated and confirmed to be fair and reasonable on March 7, 2023. The Airports Board reviewed and recommended approval of the contract award at its monthly meeting held April 20, 2023.
PROJECT / ITEM NARRATIVE:
HXD's Air Traffic Control Tower (ATCT) was completed in 2004. Since completion, few upgrades have been made to the equipment used by the ATCT's contracted staff. In November of 2021, the Bipartisan Infrastructure Law (BIL) was signed. The BIL provided a competitive grant opportunity for airports like HXD that are part of the Federal Contract Tower Program. The Airport submitted a grant application and was notified in August 2022 that it would be awarded a BIL grant in the amount of \$275,000, 100% funded with no local match required. The Airport then worked to develop an appropriate scope of work to match the funding and worked with Purchasing to issue RFP# 010623. The initial response to the RFP was due Jan 6, 2023, then extended to Jan 24, 2023. Trinity Electrical was the sole submitter and was able to provide the requested equipment within the grant budget. The project upgrades and/or replaces outdated tower equipment, improving ATCT staff's ability to effectively and safely carry out their mission. The project is 100% grant funded on a reimbursable basis (typical grant structure).
FISCAL IMPACT:
BIL - FAA Contact Tower Competitive Grant Program 100% grant funded (reimbursable)
STAFF RECOMMENDATIONS TO COUNCIL:
Approve contract award for the HHI Air Traffic Control Tower technology improvements to Trinity Electrical
OPTIONS FOR COUNCIL MOTION:
Motion to approve /deny contract award to Trinity Electrical for the HHI Air Traffic Control Tower technology improvements in the amount of \$268,695.00 Next step: County Council Meeting – June 12, 2023

REQUEST FOR PROPOSALS

Hilton Head Island Airport Air Traffic Control Tower

Equipment Upgrade

RFP # 010623



Prepared by: Procurement Services

Dated: December 5, 2022

Proposal Due Date: January 6, 2023, at 3:00PM (EST)



COUNTY COUNCIL OF BEAUFORT COUNTY
PROCUREMENT SERVICES DEPARTMENT

106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

PROPOSAL NOTICE NO. RFP 010623

CLOSING DATE AND TIME: January 6, 2023, at **3:00PM (EST)**

PROPOSAL TITLE: **Hilton Head Island Airport Air Traffic Control Tower Equipment Upgrade**

You are invited to submit a proposal, in accordance with the requirements of this solicitation which are contained herein.

There will be a **non-mandatory** Pre-Proposal meeting held virtually on **December 20, 2022, at 2:00pm**. Please contact Victoria Moyer at victoria.moyer@bcgov.net **all vendors are encouraged to attend**.

In order for your proposal to be considered, it must be submitted to the Procurement Services Department no later than **January 6, 2023, at 3:00PM (EST)**, at which time respondents to this request will be recorded in the presence of one or more witnesses. RFP received by the Procurement Services Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposal must be signed by an official authorized to bind the Consultant, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposal. **Proposal must be submitted through Vendor Registry by going to the County Website at www.beaufortcountysc.gov and register as a vendor. There is no cost to register you company. This will allow you to submit your RFP electronically.**

All submittals (see Submission Requirements) received in response to this Request for Proposal will be rated by a Selection Committee, based upon the Evaluation Form contained within this RFP. If the best proposal respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas
 Procurement Services Director
 (843) 255-2304

IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as one file if possible. If necessary to have more than one upload, pricing, and signed acknowledgements, etc. are to be in the first upload and the Pricing Information should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at 844-802-9202 or cservice@vendorregistry.com**

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 · Beaufort, SC 29901-1228
843-255-2304 Telephone · E-mail: dthomas@bcgov.net

PROJECT PURPOSE

Beaufort County requests proposals from all interested firms experienced in this type of work.

Hilton Head Island Airport is owned and operated by Beaufort County and is situated on approximately 175 acres on the northeastern end of Hilton Head Island, South Carolina. The airport operates a single, 5000' runway with 2 parallel taxiways that support 3 commercial air carriers and a robust general aviation community. The airport facilities include multiple sized rental hangars, an Index B Aircraft Rescue & Fire Fighting (ARFF) facility, a commercial service terminal and an airport-owned Federal Contract Tower (FCT).

The Air Traffic Control Tower (ATCT) was completed in 2004. Since completion, few upgrades have been made to the equipment used by the contracted staff. This project seeks to upgrade and/or replace that outdated equipment to improve the tower staff's ability to effectively carry out their mission. The airport will evaluate the proposals based on safety enhancement, equipment modernization and usability, controller comfort, quality, and cost, and will select the proposer who offers the best value to the airport. Specific scope items are outlined below. Some of these items require technical evaluation and recommendations regarding upgrades and/or replacement.

SCOPE OF WORK

The following equipment is expected to be addressed in a Request for Proposal (RFP). All equipment must meet applicable specifications and certifications. Warranty information and recommended maintenance plans/best practices must be included in the response.

EQUIPMENT (List not exhaustive)

- Voice Switch/s
- Voice Recorders
- AWOS/ATIS interface equipment
- Light Control/s
- SmartATIS/LICOS/MET/CORE/Tools or like software
- Weather data and information equipment
- Media converters, Fiber if required for equipment
- Required media Computers/Screens and accessories

EQUIPMENT CONSOLE

- Remove existing cab console and equipment
- Replace with new console and related equipment

PROPOSAL SUBMISSION INSTRUCTIONS

1. Electronically submit two separate files, Proposal and Price, to the Procurement Services Director by using the Vendor Registry process through our County Website at www.beaufortcountysc.gov. Both files must contain the Vendors name:
 - a. **Proposal Submittal Contents (items #1-#6 on page 6).**
2. Award information will be posted on Vendor Registry.
3. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
4. Questions
 - a. Submit questions you have, at least ten (10) calendar days prior to proposal closing date to Vendor Registry
 - b. Answers to questions received that would change and/or clarify this solicitation will be provided be posted on Vendor Registry as addendum.
 - c. Selection Committee members SHALL NOT be contacted during the RFP process.
5. In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

PROPOSAL SUBMITTAL CONTENTS

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding Exhibit A and B, cover pages and tabs.

1. **Executive Summary**: Objectives of the project, scope of work, and related issues which must be addressed throughout development stages of the planning.
2. **Approach to the Planning Process and Execution of the Work**: Explanation of the planning and completion the project as defined in the scope of work. The number of days proposed to complete the project from issuance of Notice to Proceed.
3. **Work Plan and Scheduling** – A summary of tasks to be performed from evaluation of data through County approval of the final plan. Include a timeline of key milestone dates to include overall durations for each major task.
4. **Experience and Qualifications**: Experience and qualifications of the team members, with an emphasis on similar type project completed within the last five (5) years. Provide an organization chart including sub-consultants and contractors.
5. **Pricing**: Submit an itemized Schedule of Values to include the Grand Total.
6. **List any exceptions, qualifications, or exclusions to this RFP:**

ALL OTHER PAGES SHALL REMAIN PART OF THE RFP

BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.

Reserved Rights

The County shall not be responsible for any of the costs associated with responding to this request and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all consultants and re-advertise if deemed necessary
- Waive any or all formalities and technicalities
- Approve, disapprove, or cancel all services associated with the project

The County has yet to decide whether to select one or more other firms to provide some or all of the professional services described in this document. All selected firms will perform such services under the direct supervision of the Beaufort County Engineer.

Selection & Notification

The selected firm will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one or the other highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services
- Schedule for providing services
- Cost of services

CONTRACTUAL REQUIREMENTS

- 1.0 EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this Request for PROPOSALS, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed Request for PROPOSALS the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 OFFEROR'S PROPOSALS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this Request for PROPOSALS. The Procurement Services Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request for PROPOSALS. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for PROPOSALS or to the contract.
- 5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.
- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will

also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 PERFORMANCE AND PAYMENT BONDS: The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of Request for PROPOSALS, Performance and Payment Bonds. Contractor shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an “A” minimum rating of performance as stated in the most current publication of “Best’s Key Rating Guide, Property Liability” which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a “Power of Attorney” authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State’s Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.beaufortcountysc.gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Contractor/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Services Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. Minimum coverage shall be as follows:
- (A) Worker’s Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker’s Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
 - (B) Commercial General Liability Insurance – Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/

\$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.

- (C) Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 COMBINED SINGLE LIMIT.
- (D) ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
- (E) Professional Liability (Errors & Omissions) – The vendor shall maintain a limit no less than \$1,000,000 per occurrence.
- (F) The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- (G) The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- (H) The information described above sets forth-minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor’s liability.

14.0 INDEMNITY:

The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney’s fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

- 15.1 The performance of Work under the Agreement may be terminated by the Procurement Services Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement Services shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
- 15.2 The Procurement Services Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

- 16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, and adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed

or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

- 17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.

SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Procurement Services Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Department not later than ten (10) days prior to the Request for PROPOSALS opening date. A review of such notifications will be made.
- 2.0 RECEIPT OF REQUEST FOR PROPOSALS: Request for Proposals, amendments thereto, or withdrawal requests received after the time advertised for Request for Proposals opening will be void, regardless of when they were mailed.
- 3.0 PREPARATION OF REQUEST FOR PROPOSALS
- 3.1 All Requests for PROPOSALS should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's Request for PROPOSALS, or if the Request for PROPOSALS fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for PROPOSALS.
- 3.2 Request for PROPOSALS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 3.3 Each copy of the Request for PROPOSALS should be bound in a single volume where practical. All documentation submitted with the Request for PROPOSALS should be bound in that single volume.
- 3.4 If your Request for PROPOSALS includes any comment over and above the specific information requested in our Request for Request for PROPOSALS (RFP), you are to include this information as a separate appendix to your Request for PROPOSALS.
- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Request for PROPOSALS. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Procurement Services Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their Request for PROPOSALS to the County, after the Request for PROPOSALS opening. Discussions may be conducted with responsible offerors, who submit Request for PROPOSALS determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for PROPOSALS, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- (A) Determine in greater detail such offeror's PROPOSALS.
- (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose Request for PROPOSALS is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request for PROPOSALS received, and in all cases the County will be the sole judge as to whether an offeror's Request for PROPOSALS has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as "Confidential" each part of their Request for PROPOSALS, which they consider containing proprietary information.**
- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative Request for PROPOSALS is encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for PROPOSALS are listed.

- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for PROPOSALS therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
- 14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Procurement Services Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 Authority to Resolve Protest: The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 Decision: If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision, in writing within ten (10) days. The decision shall,
- (A) State the reasons for the action taken; and
 - (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
 - (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

EXHIBIT A**Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion**

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

if you answer yes, explain fully if it has been involved in any litigation involving performance.

EXHIBIT B

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor

(Signature)

Name and Title of Signer

Date

EXHIBIT C

EVALUATION FORM

DATE: _____

RFP#: _____ TITLE: _____

OFFEROR: _____

		POINT RANGE	POINTS ASSIGNED
1.0	Demonstrated understanding of the objectives, scope of work and issues needing to be addressed during each phase of the project.	0-20 Points	
2.0	Approach to the process and ability to meet objectives in all phases of the project.	0-20 Points	
4.0	Quality of performance/workmanship of previous contracts and services provided, equipment, or references which attest to the specific experience of others. Each company must provide an equipment list and products they will be using.	0-25 Points	
5.0	Qualifications of project personnel and the offeror's ability to commit capable staff and support a project of this size. Provide resumes for each team member.	0-20 Points	
6.0	Cost effectiveness and reasonableness of offeror's proposed fee for the equipment, installation, warranty, testing, and training	0-15 Points	
		TOTAL POINTS	



Industrial / Commercial Contracting
Air Field Construction
Sports Lighting · Electrical Utilities

Chad Hutchinson

January 24, 2023

Re: Hilton Head Airport
35 Summit Dr.
Hilton Head Island, SC 29926
ATCT Equipment Upgrades

Divos Recorder (Duplicated for On-Hand Spare)	(2)	24,900.00	\$ 49,800.00
Liberty STAR Voice Communication Control Systems (VCCS)	(1)	149,800.00	\$149,800.00
Liberty STAR Recommended Spare Components	(1)	33,900.00	\$33,900.00

Includes the Following Items:

Communication Processor (COP) Module (1QF) & PC104 Kit
Digital Audio Processor (DAP) Module (Radio & TEL Interface w/o x-Connect Cables)
QCOL Module (TEL Interface, w/o x-Connect Cables)
Ethernet Switch – 1U (24-Port 10/100)
Power Supply Module (+5VDC/29A, +12VDC/4A & -12VDC/1A (115/230VAC))
IEI 12" Monitor (600cd/m2)
2U Compact Position Equipment (w/PC & PS)
PAC Module (High-Speed)
Position SPKR – DESKTOP (w/Vol CTRL)
Jackbox & Cable
Headset
Handset & Cradle
PTT Footswitch w/Cable

Liberty STAR Support Services (On-Call Technical Support)	(1)	8,900.00	\$ 8,900.00
Jotron TR-7750 VHF/AM Multimode Transceiver	(2)	17,375.00	\$ 34,275.00
Jotron TA-7650 VHF/AM Multimode Transmitter	(1)	18,000.00	\$ 18,000.00

D-ATIS System, p/n: D-ATIS	(1)	75,410.00	\$ 75,410.00
----------------------------	-----	-----------	--------------

ATIS System includes:
FlexIDS 1RU ATIS Server
15.6 Computer/Monitor
Keyboard & Trackball
Microphone
Interfaces for RVR, and AWOS/ASOS C
FlexIDS D-ATIS with True Voice License
DIGITAL ATIS SERVICE

Installation of Recorder, Voice Communication System, Radios & D-ATIS System	(10)	4,127.00	\$41,270.00
---	------	----------	-------------

Total: 411,355.00



Industrial / Commercial Contracting
Air Field Construction
Sports Lighting · Electrical Utilities

Chad Hutchinson

March 7, 2023

Re: Hilton Head Airport
35 Summit Dr.
Hilton Head Island, SC 29926
ATCT Equipment Upgrades

Divos Recorder (Duplicated for On-Hand Spare)	(2)	19,450.00	\$ 38,900.00
Liberty STAR Voice Communication Control Systems (VCCS)	(1)	120,400.00	\$120,400.00
Liberty STAR Recommended Spare Components	(1)	25,700.00	\$25,700.00
Includes the Following Items (1 of Each):			
Power Supply for xMG 2.0 4U Chassis			
QMG Module for xMG 2.0			
LS4 Ethernet Switch - 1U (24-Port 10/100/1000)			
Grandstream 8 FXS, 8 FXO Gateway CWP w/ 2x Power Supply Modules			
Touch Screen 12.1", High Brightness (1000 CD/m2), Capacitive Loudspeaker w/ Volume Control Module			
LS4 Dual Jackbox (LEMO)			
Footswitch Adapter			
LS4 Footswitch			
Liberty STAR Support Services (On-Call Technical Support)	(1)	5,700.00	\$ 5,700.00
Taco Antenna, P/n: D5076	(4)	2,100.00	\$8,400.00
Coaxial Cable	(1,500')	7.00	\$10,500.00
N-Male Connectors p/n: TIMEZ-400-NMH-X	(28)	50.00	\$1,400.00
D-ATIS System, p/n: D-ATIS	(1)	39,895.00	\$39,895.00



Industrial / Commercial Contracting
Air Field Construction
Sports Lighting · Electrical Utilities

Chad Hutchinson

ATIS System includes: FlexIDS 1RU ATIS Server 15.6 Computer/Monitor
Keyboard & Trackball
Microphone
Interfaces for RVR and AWOS/ASOS C FlexIDS
D-ATIS with True Voice License DIGITAL ATIS SERVICE

Installation of Recorder, Voice Communication System, (10) Antennas, Cabling & D-ATIS System Item Code: Servday - T&M APS w/Contract	1,780.00	\$17,800.00
---	----------	-------------

Total: 268,695.00

Additive

Periodic Maintenance – Control Tower Annually (Initial Year) for Installed Equipment		
	(1) 7,500.00	\$7,500.00



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award to LSP3 for the design of the new Public Works Building (\$1,467,636)
MEETING NAME AND DATE:
Public Facilities and Safety Committee May 22 nd , 2023
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Engineering Neil J. Desai, P.E., Public Works Director (5 Minutes)
ITEM BACKGROUND:
The current Public Works Building is 45 years old and needs extensive facility repairs and upgrades that have been continually deferred. Additionally, the existing space is inadequate for the current department personnel and for future departmental growth. This was validated by the Creech and Associates 2021 Space Needs Assessment that identified the requiring of more space for future needs. Additionally, rather than continue to spend funds on an older facility for temporarily repairs, it would be more made fiscally feasible to building a new facility.
PROJECT / ITEM NARRATIVE:
In October 2022, the RFP was advertised, and a total 10 firms applied and 4 of those firms were short listed for interviews. Based on the evaluation from the selection committee, LS3P was selected as the A/E firm.
FISCAL IMPACT:
The contract fee is \$1,334,215. Staff recommends a 10% contingency of \$133,421, bringing the project's total cost to \$1,467,636. The funding source for this item is account 10401301-54450 with a balance of \$1,886,149.59 that was allocated for this project.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to award the contract for the design of the new public works building to LSP3.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the recommendation to award the design of the new public works building to LSP3. <i>Next Steps - A Majority Vote for Acceptance by Committee would move item forward to final acceptance by full County Council vote.</i>



Fee Proposal

05 May 2023

Neil J. Desai, P.E.
Beaufort County
Public Works Director
120 State Rd S-7-86, Beaufort, SC 29906

1702-226160
Beaufort County Public Works Complex

Dear Neil:

Based on our conversations and understanding of the project and its complexity, LS3P is prepared to offer this proposal for architectural, interior, and engineering design services for Beaufort County's new facilities on your existing 15-acre campus in Beaufort SC. This proposal includes the Schematic Design through Construction Document and Permitting/Procurement Phase services. The fee and schedule proposed, assumes that the recently updated program is generally acceptable, and a major reprogramming effort will not be required.

DESCRIPTION OF PROJECT

The subject property will be built on the existing 15-acre Public Works administration campus at 120 Shanklin Rd, Beaufort SC. The purpose of the proposed facility is to have the capability to house all the northern Public Works operations on one campus. The design supports Public Works operations and encompass future needs. It is anticipated that the project will be procured through a public design-bid-build method and bid phase services are outlined herein accordingly. Features of the new facility include an updated garage equipped with the spatial needs to service heavy equipment and a high volume of vehicles, an Emergency Operation Center, administrative office space, meeting/conference areas, locker/break rooms, functioning kitchen area, flexible space dormitory-style sleeping area that can be multi-functioning, and ample storage space.

The project scope consists of 5 phases of work:

- Phase 1 – +/-25K SF new Public Works Admin Building + Sitework
- Phase 2 – 15K SF Conditioned Storage + Sitework
- Phase 3 – 5K SF Unconditioned Storage + Sitework
- Phase 4 – 3,900K SF Garage addition + Sitework
- Phase 5 – 17K SF Pole Barns + 600 SF Material Bins + Sitework

The administration building program and conceptual study/masterplan by *Creech & Associates* is attached to this proposal.

The Design Services will be provided in phases as follows:

1. Schematic Design (35% Drawings)
2. Design Development (65% Drawings)
3. Construction Documents (100% Drawings)
4. Permitting Assistance and Procurement

SCOPE OF WORK

This proposal will provide Schematic Design through Construction Document services for Architecture, Interior Architecture and Design, Civil Engineering, Landscape Architecture, Structural Engineering, Mechanical, Electrical and Plumbing Engineering, Fire Protection Engineering, Geotechnical Engineering, and Cost Estimating. We will coordinate the work of all consultants.

BASIC SERVICES

1. SCHEMATIC DESIGN- These services will be lump sum and will include the following tasks:

- a. Building programming; assume (2) meetings with department user groups and key stakeholders to further develop the building program.
- b. Assist in the development of a master plan for the site and confirm site location and extents of buildings.
- c. Development of the Conceptual floor plans into Schematic Design level site plan, floor plans, core plans, roof plan, building sections, four building elevations and two exterior renderings. The goal of Schematic Design is to provide dimensioned spaces that test interior and site layouts with utility spaces identified and engineering approaches defined that meet your budget.
- d. Preliminary Interior Architectural design concepts with initial finish selections shown in loose format, including 3 renderings.
- e. Preliminary code search and discussions with the code official and fire official.
- f. Short form specifications
- g. Geotechnical Report.
- h. Preliminary load analysis for the building's structure and preliminary footing, column design, floor slab design and narrative
- i. Preliminary HVAC, Plumbing and Fire protection drawings and narrative.
- j. Preliminary civil design for utilities, drainage and will be underway with permitting. (OCRM, etc.)
- k. (3) design meetings with the owner during this phase. One meeting will consist of an interior charrette to review Owner preferences, program, and design concepts/desired aesthetic. The other two are at the 50% midpoint point, and a phase completion review comment meeting.
- l. Start Revit model and rendering of the project exterior.
- m. We will provide one full-size set of the documents to the Owner if desired and or electronic copies of documents.
- n. Provide a Schematic Design Cost Estimate (Multi-building template with multiple Buildings & Phases).
- o. We have prepared our schedule and budget based on receiving prompt decisions and a having a reliable construction budget compatible with the design prior to moving to each subsequent phase.

2. DESIGN DEVELOPMENT- These services will be lump sum and will include the following tasks:

- a. Minor modifications to the project design based on cost information and requested changes by the owner. These are to occur in the first week of the phase.

- b. Elements of the Interior Architecture including finishes, lighting, millwork, and detailing systems will be finalized.
- c. MEP, Landscape Architect and Structural consultants will begin to draw plans in this phase. In addition, load calculations for mechanical and electrical will begin. Utility room sizes and routing of MEP services will be determined.
- d. Confirm locations for the transformer, switchgear and other building services, phone, data, water, sewer, etc.
- e. Preparation of long-form specifications.
- f. Civil Engineer will continue permitting for utilities, drainage, and landscape
- g. Update the Revit model and renderings of the project.
- h. (3) meetings with the owner during this phase.
- i. We will provide one full-size set of the documents if desired and/or electronic copies of documents to the Owner to obtain approval of the design prior to commencement of next phase, including the project scope, cost and quality level desired.
- j. Provide a Design Development Cost Estimate (Single-building template with multiple Buildings & Phases).
- k. Final decisions on system selections including building materials, engineering systems etc. will be concluded in this phase.

4. CONSTRUCTION DOCUMENTS- These services will be lump sum and will include the following tasks:

- a. Minor modifications to the project design based on cost information and requested changes by the tenant and owner. These are to occur in the first week of the design phase.
- b. Final interior drawings will be integrated including, but not limited to, partitioning, ceiling layout, lighting placement, typical power and data locations, and documentation of interior finishes and architectural construction details.
- c. Completion of long-form specifications.
- d. Coordinate with Civil Engineer on Site work (OCRM, etc.).
- e. Provide a Construction Document Cost Estimate (Single-building template with multiple Buildings & Phases).
- f. Update the Revit model and Renderings of the project for completed design.
- g. (3) meetings with the owner during this phase.
- h. Provide one full-size set of the documents to obtain approval of the design by Owner prior to commencement of next phase including the project scope, cost and quality level desired.
- i. Other Consultants not included in Basic Services will perform their work in this phase. LS3P will coordinate their work.
- j. Quality Assurance Review with contractors, major subs, Consultants and owners.

6. PERMITTING ASSISTANCE & PROCUREMENT- These services will be lump sum and will include the following tasks:

- a. Assistance to the Owner in bid support and procurement of the selected Contractor.
- b. Assistance to the contractor in obtaining a building permit approval.
- a. We assume that the procurement method will be "Design-Bid-Build". If County elects to use Construction manager at Risk (CM@R) procurement method at DD or prior to CDs, LS3P will define Bid Assistance tasks and negotiate any changes, if required.
- b. The owner acknowledges and agrees that LS3P has no influence over the various Authorities having jurisdiction (AHJ) over the project or their respective review and approval schedules. LS3P will assist the Owner/GC in applying for the necessary approvals by the AHJs but ultimate responsibility for obtaining such approvals and for the progress of the Project remains with the Owner and his Contractor.

7. CONSTRUCTION CONTRACT ADMINISTRATION- Not included. These services will be negotiated as a separate contract or as an amendment this contract.

SUPPLEMENTAL SERVICES

1. FURNITURE, FIXTURES, & EQUIPMENT (FF&E)- Actual cost of FF&E items are not included in the Project Cost. These services will be lump sum and will include the following tasks:

- a. Prepare a budget for FF&E requirements. Client to confirm budget prior to starting selections.
- b. Provide furniture and furniture finish selections.
- c. Digital furniture presentation boards
- d. Coordinate with furniture dealer, as selected by LS3P, to confirm final specifications, budget pricing, and schedule.
- e. (3) meetings with the owner during this phase
- f. FF&E specifications will be documented in spreadsheet format including quantities, and furniture plans will be utilized to illustrate “tagged” furniture locations.
- g. Final Review of purchase orders
- h. (1) site visit to oversee furniture installation and provide punch list

2. BUILDING ENVELOPE CONSULTING

DESIGN DEVELOPMENT (DD)

- a. Attend one quality assurance review meeting to review proposed building envelope systems and proposed detailing systems.
- b. Provide design guidelines and other standards for consideration in the development of building envelope details and specifications.
- c. Provide preliminary specifications for all materials and assemblies and materials associated with waterproofing the roof, roof structures, equipment and parapets. Specifications shall follow the format provided by LS3P.
- d. Review LS3P’s applicable specifications and provide written comments based on the review.

CONTRACT DOCUMENTS (CD)

- a. Provide complete specifications for all materials waterproofing the roof, including, but not limited to general roofing, roof insulation, flashing roof penetrations, flashing roof structures, flashing roof equipment, roof to wall intersection flashing, building expansion joint waterproofing (if any) and parapet waterproofing. Specifications shall follow the format provided by LS3P.
- b. Provide all required roof details. Details shall be drawn in AutoCAD on sheet layout formats provided by LS3P for incorporation into the project drawing set. LS3P will provide the digital files to be used as the basis for detailing.

DESIGN REVIEW

- a. Provide building envelope design review to include, but not be limited to, exterior window and door openings, wall cladding (vener) terminations, and building expansion joint details (if any).
- b. Provide recommendations (in the form of comments, mark-ups, sketches and/or recommended products) to LS3P, for consideration in the development of the construction documents as they relate to the building envelope details.
- c. Review applicable specification generated by LS3P and provide comments for recommended changes.

3. LOW VOLTAGE- Actual cost of low voltage equipment are not included in Project Cost, only conduit and pathways.

- a. Meet with (owner/tenant/user) staff to determine end user requirements.
- b. Advise on space requirements for the data/voice system and associated equipment.
- c. Investigate heat load, power and grounding requirements for the data/voice networking equipment.
- d. Provide layout of racks and equipment for the main distribution frame (MDF) and intermediate distribution frame (IDF) closets. Develop equipment rack elevations.
- e. Determine voice and data riser capacity requirements.
- f. Development bid/construction drawings and written specifications. These will include floor plans, copper/fiber riser diagram(s), enlarged MDF/IDF floor plans and system installation requirements.
- g. Coordinate service entrance requirements with telecommunications service providers.
- h. This scope does not include specifications for the purchase and/or installation of active data/voice network equipment (e.g. servers, data hubs, switches, network interface cards, routers, PBX or key systems, service provider equipment, software etc.).

4. SITE SURVEY

- a. Survey services for approximately 15-acres, for as-built of the parcel. Three (3) parcels currently owned by Beaufort County and City of Beaufort. Those parcels are R100 0255 000 050D, R100 025 000 050B 0000, and R100 025 000 050E 0000.
- b. Scope of Services will include:
 1. Complete a pre-survey inspection of the site to confirm all utility structures are accessible. Contact the appropriate utility company to unlock any sealed utility lids and/or to remove sediment and debris from utility structures.
 2. Perform Utility Designation using existing utility records, visible utility facilities, and geophysical locating equipment to determine the existence and horizontal position of all utilities within the project limits. Contact all utility companies to obtain maps of the existing utility infrastructure. List all utility company contact information on the survey. Contact Palmetto Utility Protection Services. Qualified personnel and equipment shall be used for designation, or a qualified utility location service shall be hired to perform the work. Geophysical means anticipated are magnetic and electromagnetic locating equipment. Use of Ground Penetrating Radar is not anticipated, if needed, it shall be performed as additional service. Locate all valves, hydrants, meters, and poles.
 - a. Show manholes, inverts and pipe sizes for all sanitary sewer systems. Locate the next upstream and downstream manholes from the site/survey limits.
 - b. Show structures, inverts, materials and pipe sizes for all storm drainage systems. In coastal areas, complete storm drainage survey at low tide.
 - c. Show potable water systems
 - d. Gas lines
 - e. Distance to the nearest fire hydrant (distance to hydrant is adequate if not located on the project site or within adjacent right-of-way).
 - f. Electric, telephone, and cable television lines (overhead and underground). Indicate location of poles and guy anchors. Include pole numbers. Include elevation of lowest wires in relation to existing grade.
 3. Survey to include property lines within the survey limits, easements, building setbacks, landscape buffers, encroachments, right-of-ways (indicate owner/jurisdiction/zoning), adjoining property owners, and TMS. Boundaries shall be all labeled in the same direction. Tie survey to the closest roadway station, if applicable (verify with DOT).

4. Include flood zone hazard zones (or floodways) and reference the current FEMA Flood Panel.
 5. All opposing and adjacent entrances and curb cuts within all adjacent right-of-ways.
 6. All data shall be oriented to State Plane coordinates (South Carolina NAD 1983). All data shall be delivered in true “ground” scale with the point used to reference to state plane identified and with scale factor to convert to state plane “grid” scale.
 7. Topographic survey including all spot elevations (to the nearest .01’ for paved surfaces, 0.05’ on other surfaces), invert elevations, 1’ contours based on NAVD88 vertical datum.
 8. Benchmarks and Control Points – Surveyor shall set a minimum of 2 temporary benchmarks/control points on site both referencing State Plane Coordinates (South Carolina NAD 1983) horizontal datum and NAVD88 vertical datum. Include conversion factor for NGVD29 to NAVD88 datum.
 9. Topographic and location survey shall be continued a minimum of 25 feet beyond all property lines and shall include the entire width of all right of ways adjacent to the property.
 10. Location of all above ground and underground natural and constructed features. As a minimum, indicate the following:
 - a. Show all buildings, type (e.g. 2 story brick), finished floor elevation(s) at all exterior doors, door locations, canopies, columns, downspouts and stoops.
 - b. Fences (Indicate type)
 - c. Pavements (Indicate type) & roadway numbers
 - d. Pavement striping and direction arrows
 - e. Curb & Gutter & ramps (Indicate type, width and where elevations are taken)
 - f. Retaining walls. (Indicate elevations at bottom, top and back of wall.)
 - g. All signage & type (stop, yield, etc.)
 11. All water bodies to include, as a minimum, all lakes, rivers, streams, creeks, and ponds. Indicate elevation of water surface at time of survey. Indicate top and bottom banks.
 12. Tree survey. All trees 8 inches DBH and larger, and all dogwoods (*Cornus* spp.), redbuds (*Cercis canadensis*), and magnolias (*Magnolia* spp.) four inches DBH and larger.
 13. Wetlands survey – flagging by others.
- c. Deliverables:
1. Drawings at an appropriate scale (1”=30’ preferred) and on a 30”x42” (maximum) sheet (Include surveyor’s seal and signature).
 2. Single AutoCAD drawing file (AutoCAD 2014 or later) to State Plane coordinates (SC NAD 1983) with existing features on separate layers. Include surface TIN lines and/or surfaces created using LandXML export.
 3. Copies of all utility locate request tickets.
 4. Copies of all deeds and plats referenced on the boundary and topographic survey.
 5. Wetland Delineation Plat.

5. GEOTECHNICAL ENGINEERING

- a. Geotechnical subsurface exploration and report, including preliminary borings and locations attached. We recommend 10 Electronic Cone Penetrometer Tests (CPTs) to depths ranging between 50 and 25 feet below grade, to assist with foundation recommendations along with classifying the site properly. To further aid in the proposed asphalt locations, we propose to perform 4 Kessler Dynamic Cone Penetrometer Tests to approximately 4 feet below grade. Work excludes research, assessment, or borings directly near existing fuel tanks – see below environmental exclusions.

- b. We assume that the existing and former landfill areas of the site will be disturbed as little as possible for new work. If County elects to disturb the landfill “Cap”, or mitigate subsurface areas of the former landfill beyond simple geotechnical subsurface exploration, or design changes affect these areas beyond minimal disturbance, the design team will negotiate any changes, if required. This proposal assumes 20 hours, for coordination of landfill research with the County and SCDHEC only.

ITEMS NOT INCLUDED IN THE SCOPE OF WORK- These may be provided by additional service:

- a. Work of consultants not identified above. Lighting design, Acoustical design, Audio Visual design, Environmental Assessment (Landfill Soils) testing, and specialty Foundation Engineering.
- b. 3D physical models.
- c. Value engineering of the project beyond the one week at the start of Design Development and Construction Document phases. We expect the owner to carry sufficient contingency to cover items not shown in the drawings.
- d. Exterior metal stud wall design, or steel shop drawings.
- e. Elevator consultants
- f. Green Building (LEED, Green Globes, etc.) or other sustainable certification: Submission expenses, Energy modelling, or Commissioning.
- g. Work with a third-party plan reviewer
- h. Cost associated with stopping and starting the project of a period longer than 45 days.
- i. Costs associated with the assembly of design sets for early permitting (foundation or steel building sets, window, elevator, stairs, etc.)
- j. Furniture and equipment survey of existing owned pieces for reuse purposes.
- k. Physical finish materials boards for use in presentation.
- l. Custom signage and graphics.
- m. Zoning requests, variances and/or annexations
- n. Subdivision of properties and/or plat approvals.
- o. ROW improvements beyond modifications to an existing curb cut or a new curb cut (such as acceleration/deceleration lanes).
- p. Design and permitting of sanitary sewer lift stations.
- q. Traffic studies or traffic engineering.
- r. Cultural or archaeological studies, remediation or design.
- s. Environmental studies, remediation, or design, or Phase 2 site assessment - especially for existing fuel tank areas.
- t. Threatened and Endangered Species Assessment

COMPENSATION

1. LS3P proposes the outlined services based on the attached work development schedule. Compensation for the work identified above as lump sum will be invoiced on a monthly basis according to the percentage complete. Hourly services indicated above and any additional services will be billed monthly at the rates contained in the attached Exhibit 1 - Standard Terms dated June 2021. Proposed fee for the Services above; Schematic Design through Construction Administration and Supplemental Services: **\$1,334,215.00 (One Million, Three Hundred Thirty-Four Thousand, Two Hundred and Fifteen dollars) plus reimbursable expenses.** Please budget 1-2% of the fee for reimbursable expenses, for design phases.

2. For billing purposes, the fee breakdown per phase is as follows:
- | | | |
|-----------------------------|-----|---|
| Schematic Design | 35% | \$466,975.00 |
| Design Development | 30% | \$400,265.00 |
| Construction Documents | 30% | \$400,265.00 |
| Permitting & Procurement | 5% | \$66,711.00 |
| Construction Administration | | NOT INCLUDED (typically 20-25% of total design costs) |

BASIC SERVICES		Team	FEE
Civil Engineering		Alliance Engineering	\$103,500 *
Landscape Architecture		Alliance Engineering	\$27,600 *
Structural Engineering		Cranston Engineering	\$92,665 *
Architectural Design		LS3P	\$625,000
Mechanical, Electrical, Plumbing & FP Engin.		Beauford Goff & Associates	\$220,800 *
	* includes consultant markup (x1.25)		SUBTOTAL \$1,069,565
SUPPLEMENTAL SERVICES		Team	FEE
Roofing and Building Envelope Consulting		REI Engineers	\$61,755 *
Low Voltage Design (data cabling & security)		Buford Goff & Associates	\$34,500 *
Furniture Fixtures & Equipment Planning		LS3P	\$75,000
Signage and Graphics		LS3P	\$15,000
Site & Tree Survey		Buford Goff & Associates	\$21,850 *
Cost Estimating		Aiken Cost Consultants	\$42,746 *
Geotechnical Exploration & Report		ECS	\$13,800 *
	* includes consultant markup (x1.15)		SUBTOTAL \$264,651
			TOTAL A/E FEE \$1,334,215

SCHEDULE

See attached preliminary project design schedule exhibit.

Neil, thanks again for your trust in executing the proposed project. Please review and call me with any questions. If you would like to proceed under this agreement, please sign on the line below and return via email.

Best regards,

We So agree:

LS3P ASSOCIATES LTD.



Dennis L. Blaschke, AIA
Senior Associate
Senior Project Manager



Daniel J. Scheaffer, AIA
Principal
Senior Project Manager

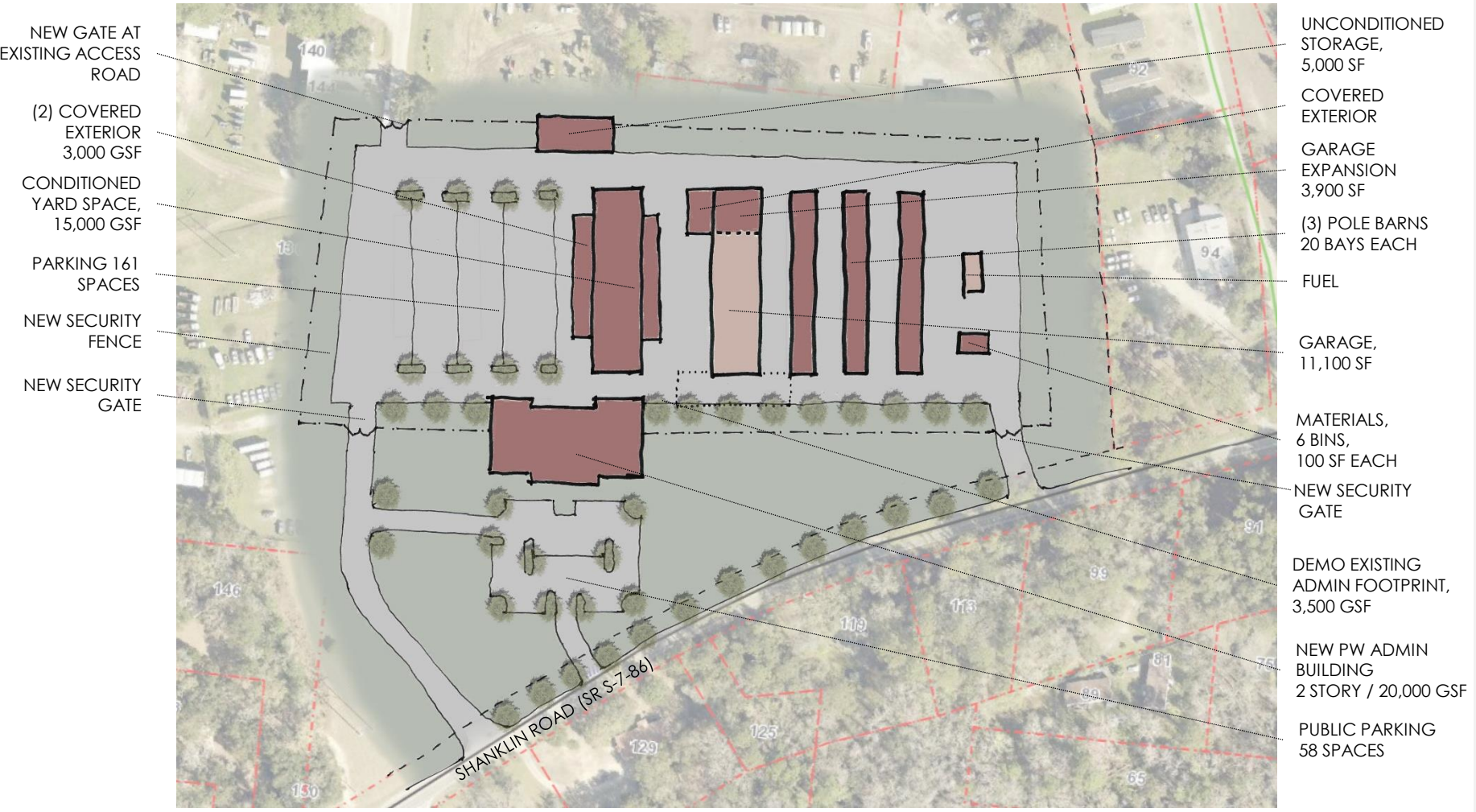
Date

Cc: Business Department, File

Attachments:

- a. Conceptual Site Plan from RFP, dated September 26, 2023
- b. Proposed Public Works Administration Building Program, dated April 04, 2023
- c. Proposed Project Schedule
- d. Proposed Test Boring Locations
- e. Exhibit 1 – Standard Terms, dated June 2021 (incorporated herein by reference)

BEAUFORT PUBLIC WORKS SITE



DESIGN DRIVERS

- Establish public face to pw site and screen PW bays and employee parking behind admin building
- Organize and condense existing PW yard to create efficiencies
- Keep existing PW administration building operational until construction of new building

DEVELOPMENT SUMMARY

EXISTING ADMIN TOTAL:	3,500 GSF
EXISTING PARKING:	0
NEW ADMIN TOTAL:	20,000 GSF
NEW TOTAL PARKING:	242
EXISTING PARKING:	0
PUBLIC PARKING:	58
SECURE PARKING:	161*
TOTAL PROVIDED:	219*
REQUIRED PARKING:	167
*EXCLUDES POLE BARNS	

*Existing pistol range to remain on site in current location



PROGRAM **DRAFT** LSP

Item 18.

Description	Space Type	Qty w/ Growth	Area/Space	SF	General Notes / Comments
OFFICE BUILDING					
Department Public Works Admin					
Director	Private Office	1.00	300.00	300.00	w/ private restroom and kitchenette
Deputy Director	Private Office	1.00	240.00	240.00	
Admin Assistant	Private Office	1.00	120.00	120.00	adjacent to Director
(future) Safety/Training Officer	Small private office	1.00	100.00	100.00	new future position
(future) Grants Coordinator	open office/cubicle				new future position
(future) Admin Assistant	open office/cubicle				new future position
Flex Workstation	Open Office	1.00	40.00	40.00	
Operations					
Assistant Public Works Director - Operati	Private Office	1.00	240.00	240.00	
Assistant Public Works Director - Environ	Private Office	1.00	240.00	240.00	
Assistant Public Works Director - Suppor	Private Office	1.00	240.00	240.00	
Superintendants	Open Office	7.00	80.00	560.00	space for plan layout
Assistant Superintendants	Open Office	5.00	64.00	320.00	adjacent to muster stations
Foreman	Open Space	4.00	64.00	256.00	adjacent to muster stations
Fleet					
Manager	Private Office	1.00	150.00	150.00	I assume all of fleet will be in the new garage
Admin	Open Office	1.00	80.00	80.00	4 office staff, 13 mechanics
Special Projects					
Engineer	Open Office				
Stormwater					
Manager	Private Office	1.00	150.00	150.00	
Deputy Manager	Open Office	1.00	80.00	80.00	
Admin Assistant	Open Office	1.00	80.00	80.00	connected to Manager
Utility Manager	Open Office	1.00	80.00	80.00	



PROGRAM **DRAFT** LSP

Item 18.

Description	Space Type	Qty w/ Growth	Area/Space	SF	General Notes / Comments
Operations / Infrastructure Super	Open Office	1.00	80.00	80.00	
Regulatory Inspectors	Open Office		64.00	64.00	adjacent to Muster stations, will need storage space for plans
Regulatory Lead Inspectors	Open Office	2.00	64.00	128.00	adjacent to Muster stations, will need storage space for plans
Disaster Recovery					
Staff	Open Office	2.00	80.00	160.00	
Traffic Operations					
Super	Private Office	1.00	150.00	150.00	
Admin Assistant	Open Office	1.00	80.00	80.00	
Solid Waste & Recycling					
Manager	Private Office	1.00	150.00	150.00	
Admin Assistant	Open Office	1.00	80.00	80.00	
Business Manager	Open Office	1.00	80.00	80.00	
Recycling Coordinator	Open Office	1.00	80.00	80.00	will need closet space for all educational items
Litter/Enforcement Supervisor	Open Space	1.00	64.00	64.00	Adjacent to Muster stations for the litter crews
CIP & Facility Management					
Directors	Private Office	1.00	300.00	300.00	w/ private restroom and kitchenette
Directors	Private Office	1.00	240.00	240.00	
Manager	Private Office	2.00	150.00	300.00	
Admin Assistant	Open Office	1.00	120.00	120.00	adjacent to Director
Admin Assistant	Open Office	1.00	80.00	80.00	
Project Managers	Open Office	4.00	80.00	320.00	
Assistant Director	Private Office	1.00	150.00	150.00	
Engineering					
Director	Private Office	1.00	240.00	240.00	
Admin Assistant	Open Office	2.00	120.00	240.00	
Managers / Asst. Dir	Private Office	6.00	150.00	900.00	



PROGRAM **DRAFT** LSP

Item 18.

Description	Space Type	Qty w/ Growth	Area/Space	SF	General Notes / Comments
Techs / PMs / PIO	Open Office	6.00	80.00	480.00	
Traffic Management Center	Shared Office	1.00	300.00	300.00	adjacent to EOC, space for 6 stations
Flex Workstation	Open Office	1.00	40.00	40.00	
Field Crews:					
Grounds Maint. Super Crew (16)	Muster Station	1.00	400.00	400.00	muster stations could double as Training and Conf.
Roads and Drainage Field Crew (7)	Muster Station	1.00	200.00	200.00	
General Support Field Crew (5)	Muster Station	1.00	200.00	200.00	
Fleet	Muster Station	1.00	200.00	200.00	should Fleet muster in office building or in garage?
Stormwater Operations Field Crew (27)	Muster Station	1.00	500.00	500.00	
Traffic Control Field Crew (3)	Muster Station	6.00	200.00	1,200.00	
Facility Management (20)	Muster Station	1.00	500.00	500.00	
Touchdown Computer Stations	Open Office	1.00	200.00	200.00	Multiple touchdown computer stations for Field Crews
BUILDING COMMON					
Lobby		1.00	200.00	200.00	
Conference / Training Room		1.00	950.00	950.00	30+ person conference room, dividable, multiple TV monitors on walls, may be used as bunk room, may be used for muster stations
Large Conference		1.00	450.00	450.00	12 to 15 seats
Medium Conference		2.00	240.00	480.00	6 to 8 seats
Small Conference Room		3.00	144.00	432.00	4 top, near bullpens for use when counseling staff
Phone Booth		2.00	35.00	70.00	5'x7' for ADA, private touch down space near bullpen
Break Room / Kitchen		1.00	500.00	500.00	full kitchen for EOC / seating for dining area
First Aid / Eye Wash Station		1.00	60.00	60.00	first aid / difibrillator / eye wash
Plan / File Storage		1.00	250.00	250.00	includes flat screen on wall for digital plan review, could also be combined with copy/work area. Could shrink with scanning for digital plans
Uniform Storage		1.00	200.00	200.00	
Cot Storage		1.00	100.00	100.00	
Laundry Room		1.00	80.00	80.00	W/D, large sink, adjacent to _____



PROGRAM **DRAFT** LSP

Item 18.

Description	Space Type	Qty w/ Growth	Area/Space	SF	General Notes / Comments
Copy/Work room		1.00	200.00	200.00	office supply, plotter, mail
Ice Machine Room		1.00	80.00	80.00	Needs own room?
Locker Rooms		4.00	80.00	320.00	in men's room, also used by field crew
Men's Shower		6.00	60.00	360.00	connected to mens restroom
Women's Shower		3.00	60.00	180.00	connected to womens restroom
Restrooms		2.00	240.00	480.00	additional restrooms needed if two stories
IT / Data		1.00	50.00	50.00	
General Storage		3.00	150.00	450.00	storage for department files, equipment, etc.
Workshop		1.00	1,000.00	1,000.00	
Amenity					
Lounge		1.00	240.00	240.00	for off duty times
Fitness Room/Wellness		1.00	450.00	450.00	w/ equipment
Mother's Room		1.00	48.00	48.00	for nursing moms / wellness room

TOTALS 19,132 **GSF**

x 1.35
Grossing
Factor =

25,828

Square footage may reduce as we develop plans with
multipurpose rooms

Beaufort County Public Works PRELIMINARY SCHEDULE																	
TASK	START (SUBMITTAL)	DURATION (WEEKS)	DURATION (DAYS)	END (MEETING)	6/1/23	6/29/23	7/27/23	8/24/23	9/21/23	10/19/23	11/16/23	12/14/23	1/11/24	2/8/24	3/7/24	4/4/24	5/2/24
	6/1/23																
Schematic Design	6/1/23	8	56	7/27/23	[Gantt bar from 6/1/23 to 7/27/23]												
SD Owner Review	7/27/23	3	21	8/17/23	[Gantt bar from 7/27/23 to 8/17/23]												
Design Development	8/17/23	8	56	10/12/23	[Gantt bar from 8/17/23 to 10/12/23]												
DD Owner Review	10/12/23	3	21	11/2/23	[Gantt bar from 10/12/23 to 11/2/23]												
Construction Documents	11/2/23	14	98	2/8/24	[Gantt bar from 11/2/23 to 2/8/24]												
CD Owner Review/Cost Approval	2/8/24	4	28	3/7/24	[Gantt bar from 2/8/24 to 3/7/24]												
Permitting Assistance	3/7/24	8	56	5/2/24	[Gantt bar from 3/7/24 to 5/2/24]												
GC Procurement	3/21/24	6	42	5/2/24	[Gantt bar from 3/21/24 to 5/2/24]												



UPDATED: 4/17/2023

BEAUFORT PUBLIC WORKS SITE

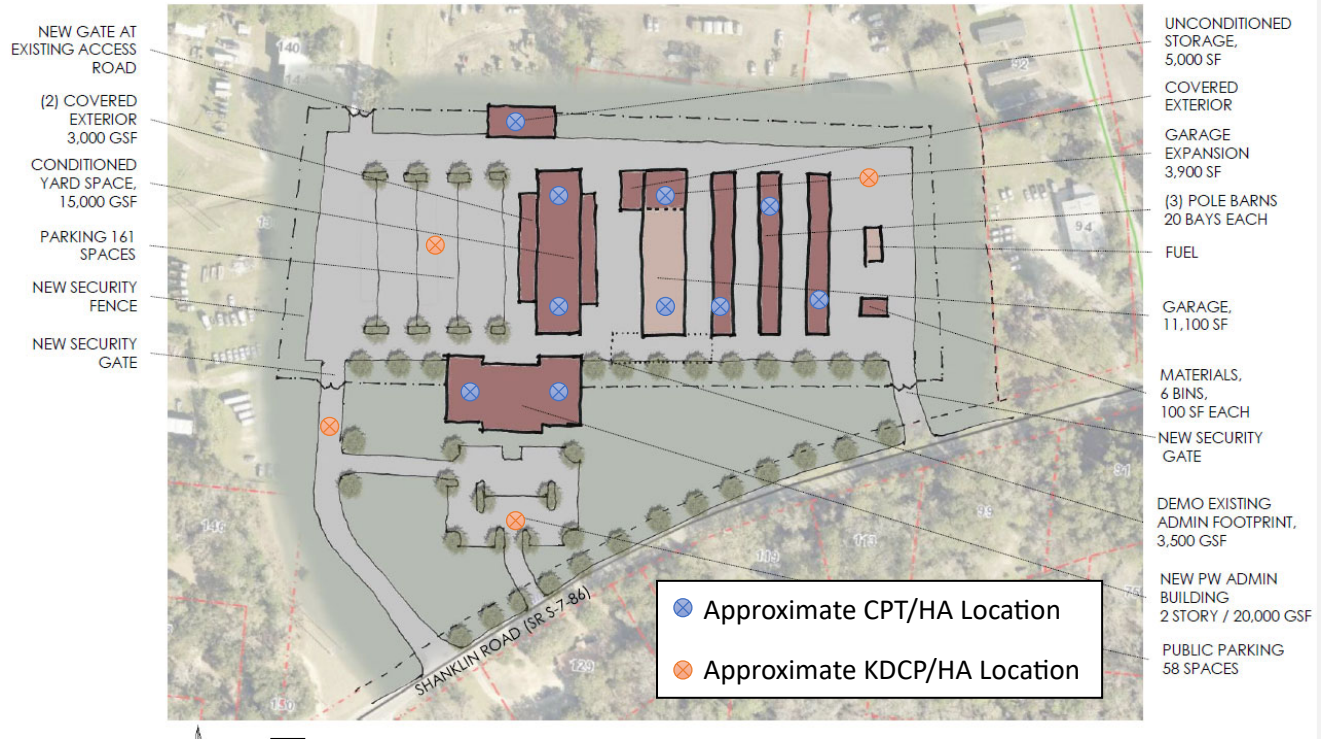


EXHIBIT 1

6/1/2021

I. STANDARD TERMS

Confidential – Not for distribution without permission of LS3P ASSOCIATES LTD.

A. Agreement

This Proposal, including this Exhibit 1, is the entire and integrated agreement between the Owner and LS3P, supersedes all prior negotiations or agreements, either written or oral, and shall be governed by the laws of the state of South Carolina without regard to principles of conflicts of law. This Proposal may only be amended in a writing signed by both parties. If any provision of this Proposal is invalid or unenforceable, the remainder of this Proposal will still be valid. By signing, the Owner agrees to the terms of this Proposal, including this Exhibit 1, and agrees to pay LS3P in accordance with the terms stated herein.

B. Exclusions

Only those services specifically included in this Proposal are included in the base services.

C. Expiration Time

This Proposal is effective up to 90 days from the Proposal date set forth above. After ninety (90) days, the terms set forth herein shall be subject to renegotiation unless otherwise agreed.

D. Standard of Care

LS3P shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. LS3P shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Owner agrees that LS3P is not in control of the various authorities having jurisdiction (“AHJ’s”) over the Project or their respective review and approval schedules. LS3P will assist the Owner and the Contractor in applying for the necessary approvals by the AHJ’s but ultimate responsibility for obtaining such approvals remains with the Owner.

LS3P shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor nor shall LS3P be required to review partial submissions or those for which submissions for correlated items have not been received. The Owner agrees that no set of plans and specifications is entirely free of errors and omissions and that additive Change Orders which arise out of errors or omissions in the plans and specification and which result in an increase in the amount of the contract for the construction of the Project are possible. All costs of architectural errors, omissions or other changes which result in “betterment” or “value added” to the Owner shall be borne by the Owner, not LS3P (to the extent of the betterment or value added), and shall not be the basis of a claim.

E. Owner Information and Services

The Owner shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project and shall establish a budget with reasonable contingencies that meet the Project requirements. The Owner acknowledges, however, that LS3P has no control over the cost of labor, materials, or equipment, over the Contractor’s methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. LS3P shall be entitled to rely upon the accuracy

and completeness of the services and information furnished by the Owner, consultants, and contractors including those consultant services required under the International Building Code sections 1703 (Approvals) and 1704 (Special Inspections), as applicable. The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve LS3P’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of LS3P’s services. The Owner’s Representative is the only person authorized to act on behalf of the Owner and to make changes to the scope of work and services under this Agreement. Any change to the Owner’s representative shall be made in writing and sent to LS3P. Such representative is as follows:

- .1 Name:
- .2 Address:
- .3 Tel No.:
- .4 Email:

The Owner identifies the following financial representatives:

Owner’s Finance Director

- .1 Name:
- .2 Address:
- .3 Tel No.:
- .4 Email:

Owner’s Accounts Payable Contact

- .1 Name:
- .2 Address:
- .3 Tel No.:
- .4 Email:

LS3P will use Newforma Project Center as its project information management software platform. Any change from or addition to that platform shall be for the benefit of the Owner and Contractor and will constitute an Additional Service to be billed as a separate task to the Owner.

F. Termination or Suspension

Either party at any time with or without cause may terminate this Proposal by written notice to the other. Termination shall be effective seven (7) days after the date the notice is received. Upon effective termination, all services provided and expenses incurred up to and including the date of termination shall be immediately reimbursable, due, and payable to LS3P. Failure of Owner to make payments to LS3P under this Proposal shall be cause for termination.

In the event of a suspension of services, LS3P shall have no liability for any damages to Owner incurred because of such suspension. Termination or suspension of services by LS3P shall in no way relieve Owner of its obligation to compensate LS3P for services provided and expenses incurred up to and including the date of termination or suspension. If the Owner suspends the Project, LS3P shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, LS3P shall be compensated for expenses incurred in the interruption and resumption of LS3P’s services. LS3P’s fees for the remaining services and the time schedules shall be equitably adjusted.

G. Ownership of Documents

Designs, drawings, specifications, and other documents prepared by LS3P and/or its consultants are Instruments of Service for use solely with respect to this Project. LS3P and its consultants reserve all respective rights in and to those Instruments of Service including, but not limited to, copyrights.

H. Photography / Job Sign

LS3P reserves the right to photograph the Project and use said photographs in future promotional material. Photography sessions will be coordinated with the Owner to avoid distraction during business hours. The Owner shall allow the Architect to post a sign at the Project site at the Architect’s expense containing the Architect’s name, logo, and contact information. Such sign shall remain at the site during the design and construction phases of the Project. The Architect shall coordinate the appearance and location of its sign with those of the other Project participants.

I. Insurance

The Owner and LS3P waive all rights against each other for damages to the extent covered by property insurance applicable to this Work except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Owner shall cause the general liability insurance policies issued to the Contractor(s) and its subcontractors providing construction related activities in connection with the Project to list LS3P and its consultants as additional insureds under those policies by way of ISO endorsement CG 20 32 or its equivalent. The Owner agrees to maintain general liability coverage in the amount of \$1,000,000.00 per occurrence and in the aggregate for the duration of the Project. The Owner agrees to name LS3P and its consultants as additional insureds on its general liability policy providing coverage to this Project.

J. Third Party Claims

This Proposal shall not create any right, remedy, relationship, and/or cause of action in any third party.

K. Means, Methods, Schedule, and Safety

LS3P has no control over, charge of, or responsibility for hazardous materials or the means, methods, schedule, and/or safety in connection with this Project. LS3P and LS3P’s consultants shall have no responsibility for the discovery, presence, handling, disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project Site. LS3P or their consultants shall not be held liable for any hazardous materials or toxic substances related claim. The Owner will have all hazardous materials or toxic substances removed independently before construction begins. If any additional hazardous material or toxic substances are encountered during the course of the work, the Owner shall be responsible for providing industrial hygienist services necessary to carry out abatement, removal, or encapsulation of the material. LS3P or LS3P’s consultants shall not be held liable for the discharge or release of contaminants or other pollutants. The Owner agrees to indemnify and hold harmless LS3P and its consultants from and against all third-party claims related to hazardous materials and/or toxic substances.

L. Notices

The only valid addresses for receipt of notice are as follows:

LS3P: LS3P ASSOCIATES LTD.

 Owner: _____

M. Basis of Opinion

Projects requiring observation and reporting of existing structures may have conditions concealed from view that differ from available documentation or other information. LS3P is not responsible for the costs or delays resulting from the later discovery of such actual conditions. This Proposal and any subsequent representation is a statement of professional opinion based on the information available during the assessment and/or evaluation of the subject property. Such opinion is formed by the judgment of LS3P from the knowledge of available facts and other information. This Proposal and any subsequent representation only reflect the conditions on the day of site observation. The Owner hereby acknowledges that existing conditions can and will change relative to the information contained in this Proposal and/or any subsequent representation.

N. Payment

Design Services will be billed monthly in accord with the percentage of work complete and the terms of compensation. Additional Services by LS3P, Additional Services by consultants, and/or reimbursable expenses shall be billed monthly based upon accrued amount including mark-ups. The Owner shall pay LS3P the balance due upon receipt of invoice. If unpaid invoices become more than sixty (60) days overdue, LS3P may, upon seven (7) days written notice to the Owner, contact the Owner directly for payment and/or stop work until payment is received. In the event of non-payment, Owner shall reimburse LS3P for any attorney’s fees incurred to collect the unpaid receivables. LS3P will begin work on this Project once the Proposal signed by both parties have been received. Payments on this Project should be sent directly to:

LS3P ASSOCIATES LTD.
 PO Box 96327
 Charlotte, NC 28296

O. Enhanced Construction Phase Services

The Owner agrees that Work will progress during the period between LS3P’s Basic Construction Phase Services site visits that can and will be concealed from view during subsequent site visits, resulting in Work that LS3P is unable to observe. If the Owner desires to reduce the amount of concealed Work that LS3P is unable to observe, LS3P shall provide Enhanced Construction Phase Services as Additional Services as indicated by the Owner:

___ Visit the site one (1) time per week;

- ___ Visit the site two (2) times per week;
- ___ Visit the site every “work day” as outlined in the Contractor’s construction schedule; or
- ___ Provide “full time” site representation for the duration of the construction.

The Owner further agrees that LS3P explained the benefits of Enhanced Construction Phase Services to the Owner. If the Owner voluntarily elected not to engage LS3P to perform such services, then the Owner agrees that without Enhanced Construction Phase Services the Project may experience scheduling, budget, and/or coordination problems which will be more difficult and more costly to remedy than prevent.

II. STANDARD BILLING PROVISIONS

LS3P provides Architecture, Interiors, and Planning Services on a time and materials basis as follows:

1. Compensation for Services provided by LS3P personnel shall be at the following hourly rates:

Senior Officer / Principal	\$250
Officer Principal	\$225
Senior Project Manager	\$215
Project Manager	\$190
Senior Architect / Senior Interior Designer	\$175
Architectural Staff III / Interior Design Staff III / Design Staff III	\$150
Architectural Staff II / Interior Design Staff II / Design Staff II	\$135
Architectural Staff I / Interior Design Staff I / Design Staff I	\$120
Designer	\$110
Senior Technician	\$135
Technician	\$110
Administrative	\$75

2. For Services of Professional and Engineering Consultants including but not limited to Structural, Civil, Mechanical, Electrical, Plumbing, and Surveying Services, a multiple of 1.15 times the amount billed to LS3P will apply.
3. Minimum billable time for Depositions and Testimony is One-Half Day.
4. Billing will occur monthly or at the completion of the work, whichever comes sooner, with payments due upon receipt.

5. After thirty (30) days from the date of invoice, payments due and unpaid shall bear a late charge of one and one half percent (1.5%) per month from the date of invoice.

6. This standard schedule is subject to change 6 months from date of issuance.

7. Reimbursable Expenses (i.e., Travel, Reproductions, Printing, Plots, Postage, Handling and Delivery, Facsimile, Long Distance Communications, Renderings, Models, etc.), incur a multiple of 1.1 times the amount expended by LS3P. All air travel greater than three hours in scheduled duration will be booked in Comfort + Class or equivalent. For limited quantities of in-house print or electronic media production, the following billing rates will apply:

Black & White Bond	Premium Bond	Black & White Scans	
30" x 42" \$2.00	\$3.00	\$2.50	
24" x 36" \$1.00	\$2.00	\$2.00	
15" x 21" \$0.50	\$1.00	\$1.25	
11" x 17" \$0.25	\$0.50	\$0.25	
8.5" x 11"/14" \$0.10	\$0.20	\$0.15	
Color	Premium Bond	Satin or Gloss	High Res. Color Scans
30" x 42" \$45.00	\$45.00	\$60.00	\$20.00
24" x 36" \$30.00	\$30.00	\$45.00	\$20.00
15" x 21" \$20.00	\$20.00	\$30.00	\$20.00
11" x 17" \$1.00	\$1.00	\$1.25	\$1.00
8.5" x 11"/14" \$0.65	\$0.65	\$0.75	\$0.75
Electronic	Internet	CD	DVD
Data Transfer	No Charge	\$15.00	\$25.00
Facsimile	No Charge		
Email / FTP	No Charge		

Large quantity reproductions, blue-line prints, black-line prints, sepia prints, high resolution scans, and other special graphic media formats will be outsourced at vendor pricing plus customary 10% markup.

8. Digital Reproduction of Documents and Instruments of Service (limited to computer generated drawings and not to be considered Contract Documents as defined by the General Conditions for the Contract for Construction) may be obtained for specific qualified purposes with appropriate authorization and subject to an LS3P Letter of Agreement stating Terms and Conditions for release. Drawing Sheets prepared using Autodesk® Revit®, Autodesk® AutoCAD®, and Bentley® MicroStation® application software shall have the following per sheet billing rates as Digital Documents:

Electronic Files Formats	Per Sheet
DWG (Autodesk® Drawing File)	\$30.00
DGN (Bentley® Design File)	\$30.00
DXF (Autodesk® Data Exchange File)	\$30.00
DWF (Autodesk® Design Web Format)	\$10.00
PDF (Adobe® Portable Document Format)	\$4.00

Autodesk Revit and AutoCAD drawing files represented in the DWG and DXF file formats and Bentley MicroStation design files represented in the DGN file format are viewable, printable and editable using application software. Autodesk Design Web Format or DWF files and Adobe® Portable Document Files or PDF files formats are viewable and printable using Autodesk Design Review and Adobe Acrobat Reader, respectively. These software viewers are available as free downloads. DWF and PDF file formats are not editable and may be scaled, red-lined or otherwise marked up without changing the original files. Additional charges for file format conversion may apply.