ADD-ONS

County Council Meeting
Beaufort County, SC

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

Monday, August 26, 2024
5:00 PM

AGENDA

COUNCIL MEMBERS:

JOSEPH F. PASSIMENT, CHAIRMAN
LAWRENCE MCELYNN, VICE CHAIR
DAVID P. BARTHOLOMEW
PAULA BROWN
LOGAN CUNNINGHAM
GERALD DAWSON
YORK GLOVER
ALICE HOWARD
MARK LAWSON
THOMAS REITZ
ANNA MARIA TABERNIK

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION- Council Member York Glover
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 - *County Council Meetings of May 28, 2024; June 10, 2024; and June 24, 2024. Special Called County Council Meetings of June 4, 2024; and June 27, 2024.*
6. CHAIRMAN'S UPDATE – *Recognition of Employees*
7. ADMINISTRATOR'S REPORT
8. PRESENTATION OF A PROCLAMATION FOR THE LANDS END WOODLAND RIVER FESTIVAL DAY - *Council Member Glover*
9. PRESENTATION OF FRAMEWORK AND TIMELINE FOR IMPLEMENTING COUNCIL'S ACTION ITEMS RELATING TO PROCUREMENT AND PURCHASING ISSUES (SPECIAL CALLED MEETING OF COUNTY COUNCIL, JULY 23, 2024)
10. PRESENTATION OF MONTHLY LIST OF COMPETITIVE AND NON-COMPETITIVE CONTRACT AWARDS AND MATERS RELATED THERETO (SPECIAL CALLED METING OF COUNTY COUNCIL, JULY 23, 2024)

CITIZEN COMMENTS

11. CITIZEN COMMENT PERIOD - 15 MINUTES TOTAL

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

COMMITTEE REPORTS

12. LIASION AND COMMITTEE REPORTS

PUBLIC HEARINGS AND ACTION ITEMS

13. **TIME SENSITIVE ITEM FROM THE 8.26.2024 FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE MEETING -** FIRST READING OF AN ORDINANCE TO REPEAL AND REPLACE BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VII, DIVISION 4 (BEAUFORT COUNTY PURCHASING ORDINANCE); TO ESTABLISH NEW POLICIES OF CENTRALIZED PURCHASING AND COMPETITIVE BIDDING FOR COUNTY AGENCIES (A NEW PURCHASING ORDINANCE); DELEGATING PURCHASING AUTHORITY TO THE COUNTY PURCHASING DIRECTOR; ESTABLISHING PROCEDURES FOR THE PURCHASING OF GOODS AND SERVICES AS REQUIRED BY COUNTY AGENCIES; AND OTHER MATTERS RELATED THERETO

14. **TIME SENSITIVE ITEM FROM THE 8.26.2024 FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE MEETING -** FIRST READING OF AN ORDINANCE AUTHORIZING BEAUFORT COUNTY MEMORIAL HOSPITAL TO PLEDGE REVENUES IN CONNECTION WITH THE ISSUANCE BY THE SOUTH CAROLINA JOBS ECONOMIC DEVELOPMENT AUTHORITY OF ITS HEALTHCARE REVENUE BONDS (SOUTH OF BROAD HEALTHCARE PROJECT) SERIES 2024 IN THE AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $120,000,000; AUTHORIZING PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE; AND OTHER MATTERS INCIDENTAL THERETO

15. **TIME SENSITIVE ITEM FROM THE 8.26.2024 FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE MEETING -** APPROVAL RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE ECONOMIC DEVELOPMENT GRANT APPLICATION REGARDING PROJECT MICRO AND TO SUBMIT IT TO THE SOUTH CAROLINA COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT

16. DISCUSSION OF PROVIDING THE HAYNSWORTH SINKLER BOYD REPORT AND ALL SUPPORTING DOCUMENTS PREPARED BY HAYNSWORTH SINKLER BOYD TO STATE AND COUNTY LAW ENFORCEMENT

17. APPROVAL OF CONSENT AGENDA

18. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY'S TRAFFIC IMPACT ANALYSIS (TIA) POLICY

Vote at First Reading on June 24, 2024 - 11:0

Vote at Second Reading on July 15, 2024 - 10:0

19. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL A-TAX COMMITTEE ***(FISCAL IMPACT: Potential appropriation of funds in the amount of $5,252,824 of Local A-Tax revenue)***

Vote at First Reading on June 24, 2024 - 11:0

Vote at Second Reading on July 16, 2024 - 10:0

20. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL HOSPITALITY TAX ***(FISCAL IMPACT: Potential appropriation of funds in the amount of $7,075,000 in Local H-Tax funds)***

Vote at First Reading on June 24, 2024 - 11:0

Vote at Second Reading on July 15, 2024 - 10:0

21. PUBLIC HEARING AND FIRST READING OF AN ORDINANCE TO REZONE 4.73 ACRES (R200 019 000 0076 0000) LOCATED AT 26 EUSTIS LANDING ROAD FROM T2 RURAL (T2R) AND T2 RURAL CENTER (T2RC) TO T2 RURAL CENTER (T2RC)

Community Services and Land Use Committee on June 10, 2024: recommended to deny zoning map amendment.

22. FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS COOLER TRACT B ***(FISCAL IMPACT: The cost of the purchase is be the appraisal value, $1,140,000, plus closing costs. Funding for this project is Land Purchase account 4000-80-1000-54400 with a balance of $3,000,000)***

23. FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO **(*FISCAL IMPACT: this property was purchased for $3,200,000 for the purpose of facilitating Affordable Workforce housing. The Transfer of property has no fiscal impact)***

CITIZEN COMMENTS

24. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

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EXECUTIVE SESSION

25. PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING LITIGATION AND POTENTIAL CLAIMS (OPIOID LITIGATION, FAA MATTER)

26. PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING LITIGATION (PINE ISLAND PROPERTY HOLDINGS, LLC v BEAUFORT COUNTY)

27. PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING LITIGATION (Walls v Jim Beckert and Beaufort County)

28. PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING LITIGATION (BROAD CREEK MARINA LITIGATION)

29. PURSUANT TO S. C. CODE §30-4-70(a)(2): TO RECEIVE LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (DIFS CONTRACT)

30. PURSUANT TO S. C. CODE §30-4-70(a)(2): TO RECEIVE EGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (RETAINING LEGAL COUNSEL)

31. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(1) DISCUSSION OF EMPLOYMENT OF PERSONS REGULATED BY A PUBLIC BODY.

END OF EXECUTIVE SESSION

32. MATTERS ARISING OUT OF THE EXECUTIVE SESSION

31. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Community Services and Public Safety Committee

1. APPROVAL OF A RESOLUTION PARTNERING WITH THE UNITED WAY OF THE LOWCOUNTRY COMMUNITY WIDE STRATEGIC PLAN ***(FISCAL IMPACT: Total Investment of $50,000 approved and allocated to Together for Beaufort County from the Community Services Grant Program)***

Items Originating from the Public Facilities Committee

2. APPROVAL TO AUTHORIZE THE COUNTY ADMINISTRATOR TO ENTER A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) FOR THREE PROJECTS: US 278 CORRIDOR STUDY, SC 170 CORRIDOR STUDY, AND INTELLIGENT TRANSPORTATION SYSTEM (ITS) MASTER PLAN ***(FISCAL IMPACT: Each of these projects are 100% funded through LATS federal guideshare funds. No Beaufort County funds are required)***

3. APPROVAL TO AWARD A CONTRACT TO WOOD & PARTNERS FOR IFB #030524 CAMP ST. MARY'S PARK A&E SERVICE ***(FISCAL IMPACT: $284,150***

4. APPROVAL OF CONTRACT AWARD TO WILMA'S TANK & PUMP COMPANY FOR IFB #061124, CAMP ST. MARY'S BUILDING DEMOLITION ***(FISCAL IMPACT: Funding comes from the Passive Parks Bond Fund #4502-80-0000-54420 with a FY25 account balance of $3,559,180)***

5. APPROVAL OF A RESOLUTION TO ADOPT THE 2023 BEAUFORT COUNTY TRAFFIC CALMING POLICY

6. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A WASTE OIL GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (DES) FOR $68,403.60 ***(FISCAL IMPACT: This is a reimbursement grant. All qualifying expenses will be submitted for reimbursement up to $68,403.60. Funds have been budgeted for in FY25. Solid Waste account: 2555-90-1340-57130-SWOIL)***

7. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A SOLID WASTE MANAGEMENT GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (DES) FOR $115,750.00 ***(FISCAL IMPACT: This is a reimbursement grant. All qualifying expenses will be submitted for reimbursement up to $115,750.00. Funds have been budgeted for in FY25. Solid Waste account: 2555-90-1340-57130-SWREC)***

8. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND APPLE TRANSPORTATION (***FISCAL IMPACT: Beaufort County/Hilton Head Island Airport charges a base fee of $1,800 for 1-2 vehicles and $600.00 for each additional vehicle. Revenue for FY24: $8,200.There is no cost to the airport)***

9. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND FERGUSON TRANSPORTATION *(**FISCAL IMPACT: Beaufort County/Hilton Head Island Airport charges a base fee of $1,800 for 1-2 vehicles and $600.00 for each additional vehicle. Revenue for FY24: $8,200. There is no cost to the airport)***

10. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND NATIVE ISLANDER'S TRANSPORTATION, LLC *(**FISCAL IMPACT: Beaufort County/Hilton Head Island Airport charges a base fee of $1,800 for 1-2 vehicles and $600.00 for each additional vehicle. Revenue for FY24: $8,200. There is no cost to the airport)***

11. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND S & J EXPRESSWAY TAXI, INC. ***(FISCAL IMPACT Beaufort County/Hilton Head Island Airport charges a base fee of $1,800 for 1-2 vehicles and $600.00 for each additional vehicle. Revenue for FY24: $8,200)***

12. APPROVAL OF A RESOLUTION TO ACCEPT FAA BIL AIG GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER ***(FISCAL IMPACT: The FAA will provide 90% $448,000 of the total project cost, SCAC will fund 5% $24,889, and airport operations will find 5% $24,889)***

13. APPROVAL OF A RESOLUTION TO ACCEPT FAA BIPARTISAN INFRASTRUCTURE LAW (BIL) AIRPORT INFRASTRUCTURE GRANT (AIG) FOR THE HILTON HEAD ISLAND AIRPORT (HXD) AIRPORT LAYOUT PLAN (ALP) - CONTINGENT UPON FINAL FAA OFFER ***(FISCAL IMPACT: The BIL AIG program provides 75% of the project funding $825,757, and airport operations will fund 25% $280,560. Grant Expenditures - GL Code 5402-90-0000-57130. This line item provides initial funding since all grants are reimbursable)***

14. APPROVAL OF A RESOLUTION TO ACCEPT FAA AIP GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER ***(FISCAL IMPACT: The FAA will provide 90% ($2,378,106) of the total project cost, SCAC will fund 5% $132,117, and airport operations will fund 5% $132,117. Grant Expenditures - GL Code 5102-90-0000-57130. This line item provides initial funding since all grants are reimbursable)***

15. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND STEVENS AEROSPACE AND DEFENSE SYSTEM ***(FISCAL IMPACT: Beaufort County/Hilton Head Island Airport will receive Ramp Access fee of $150.00 for each AOG service request. This agreement will produce revenue for the airport at no cost to the airport)***

16. APPROVAL OF A RESOLUTION TO ACCEPT FAA AIRPORT IMPROVEMENT PROJECT GRANT (AIP) FOR ST. JAMES BAPTIST CHURCH RELOCATION ENVIRONMENTAL DOCUMENTATION PHASE I - CONTINGENT UPON FINAL FAA OFFER ***(FISCAL IMPACT: The AIP program provides 90% of the project funding ($325,769), and airport operations will fund 10% $36,197.03. Grant Expenditures - GL Code 5402-90-0000-57130. This line item provides initial funding since all grants are reimbursable)***

17. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND CONSTANT AVIATION

18. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND EGA AERO SPECIALTY SERVICES LLC ***(FISCAL IMPACT: Beaufort County/Beaufort Executive Airport will receive for the concession privileges granted hereunder, Operator shall pay a monthly fee of three (3%) percent of gross revenue receipts, less cost of goods sold, on its operations hereunder)***

19. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BEAUFORT FOR MAINTENANCE OF COUNTY OWNED PROPERTY KNOWN AS BOUNDARY STREET VISTA - LOGAN (R100 026 00A 0260 0000 and R100 026 00A 0261 0000)

END OF CONSENT AGENDA

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

County Council Meeting
Beaufort County, SC

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

Tuesday, May 28, 2024
5:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting https://beaufortcountysc.new.swagit.com/videos/306413

1. CALL TO ORDER

Vice-Chairman McElynn called the meeting to order at 5:12pm.

PRESENT
Vice-Chairman Lawrence McElynn
Council Member David P. Bartholomew
Council Member Paula Brown
Council Member Logan Cunningham
Council Member Gerald Dawson (Virtual)
Council Member York Glover
Council Member Alice Howard
Council Member Mark Lawson
Council Member Anna Maria Tabernik
Council Member Thomas Reitz
Chairman Joseph F. Passiment (Virtual)

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Vice Chairman McElynn led the Pledge of Allegiance and Council Member Tabernik gave the Invocation.

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

Vice -Chair McElynn stated public notice of this meeting had been published, posted, and distributed in compliance with SC FOIA.

4. APPROVAL OF AGENDA

Motion to Amend: It was moved by Council Member Cunningham, Seconded by Council Member Tabernik to amend the agenda to insert 5a to include Item #29.

The Vote: Motion was approved without objection.

Main Motion: It was moved by Council Member Cunningham, Seconded by Council Member Tabernik to approve the agenda as amended.

The Vote: Motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Howard, Seconded by Council Member Bartholomew to approve the minutes from April 24, 2024.

The Vote: Motion was approved without objection.

6. EXECUTIVE SESSION

Motion: It was moved by Council Member Bartholomew, Seconded by Council Member Tabernik to go into executive session.

The Vote: Motion was approved without objection.

MATTERS ARISING OUT OF EXECUTIVE SESSION

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Howard that council authorize Joe Passiment as Chairman of County Council to enter into a contract with Michael R. Moore to be Beaufort County's next County Administrator beginning July 1st, 2024.

The Vote: Motion was approved without objection.

To see the full discussion please watch the video stream available on the County's Website.

https://beaufortcountysc.new.swagit.com/videos/306413

7. ADMINISTRATOR'S REPORT

Please watch the video stream available on the County's website to view the full Interim County Administrators report.

https://beaufortcountysc.new.swagit.com/videos/306413

8. YEAR TO DATE PRESENTATION OF FINANCIAL REPORTS FOR GENERAL FUND, CAPITAL IMPROVEMENT FUND, AND ALL ENTERPRISE FUNDS

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

https://beaufortcountysc.new.swagit.com/videos/306413

9. CITIZEN COMMENT PERIOD

Citizen Comments were taken.

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

https://beaufortcountysc.new.swagit.com/videos/306413

10. LIASION AND COMMITTEE REPORTS

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

https://beaufortcountysc.new.swagit.com/videos/306413

11. APPROVAL OF CONSENT AGENDA

Motion: It was moved by Council Member Glover, Seconded by Council Member Lawson to approve the following consent agenda items: third reading of an ordinance amending the Beaufort County 2040 Comprehensive Plan to add the Beaufort County Long-Term Resilience Strategy as an appendix; third reading of an ordinance to accept and to appropriate funds from the South Carolina Opioid Settlement

Funds; approval of the appointment of Justin Cooke to the Seabrook Point Special Tax District for a partial term with the expiration date of February 2027; boards and commissions appointments & reappointments; and recommend approval to award a contract to Talbert, Bright, & Ellington for professional airport planning services.

The Vote: Motion was approved without objection.

12. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF THE REAL PROPERTY KNOWN AS PROJECT BRAVO

Motion: It was moved by Council Member Bartholomew, Seconded by Council Member Cunningham to approve public hearing and third reading of an ordinance authorizing the Interim County Administrator to execute the necessary documents to purchase and to fund the purchase of the real property known as Project Bravo.

The Vote: Voting Nay: Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Tabernik, and Council Member Reitz. **The motion failed 0:11.**

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

https://beaufortcountysc.new.swagit.com/videos/306413

13. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF A PORTION OF REAL PROPERTY ABUTTING THE HILTON HEAD ISLAND AIRPORT LOCATED ON SUMMIT DRIVE WITH TMS NO. R510 005 000 271A.

Motion: It was moved by Council Member Reitz, Seconded by Council Member Cunningham public hearing and second reading of an ordinance authorizing the Interim County Administrator to execute the necessary documents and provide funding for the purchase of a portion of real property abutting the Hilton Head Island Airport located on Summit Drive with tms no. R510 005 000 271a.

The Vice-Chair opened the floor for public hearing.

no one came forward.

The Vice-Chair closed public hearing.

The Vote: Motion was approved without objection.

14. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF MULTIPLE PARCELS OF REAL PROPERTY FROM BEAUFORT COUNTY TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH SC 802 SAMS POINT ROAD RIGHT TURN LANE.

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Glover to approve public hearing and second reading of an ordinance authorizing the conveyance of multiple parcels of real property from Beaufort County to South Carolina Department of Transportation in connection with SC 802 Sams Point Road right turn lane.

The Vice-Chair opened the floor for public hearing.

no one came forward.

The Vice-Chair closed public hearing.

The Vote: Motion was approved without objection.

15. PUBLIC HEARING AND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY AND TO PROVIDE FUNDS TO CONTRIBUTE TO THE PROCUREMENT BY THE APPLICANT OF FEE SIMPLE REAL PROPERTY LOCATED ON HILTON HEAD ISLAND, KNOWN AS THE MITCHELVILLE TRACT (PIN# R510 005 000 0007 0000), NOT TO EXCEED THE FINAL VALUE AS DETERMINED BY A NEW APPRAISAL AFTER THE COMPLETION OF AN UPDATED PLAT, RESOLUTION OF ALL LEGAL ISSUES/CLAIMS, CONTINGENT UPON FULL LEGAL DESCRIPTION, AND SHALL REQUIRE THAT ANY FUNDS RECEIVED FROM GRANTS, PRIVATE, FEDERAL, OR STATE FUNDING BE USED SOLELY TO REIMBURSE THE EXPENDITURE OF THE GREEN SPACE PROGRAM

Motion: It was moved by Council Member Reitz, Seconded by Council Member Howard to approve public hearing and approval of a resolution authorizing the Interim County Administrator to execute the documents necessary and to provide funds to contribute to the procurement by the applicant of fee simple real property located on Hilton Head Island, known as the Mitchelville Tract (pin# r510 005 000 0007 0000), not to exceed the final value as determined by a new appraisal after the completion of an updated plat, resolution of all legal issues/claims, contingent upon full legal description, and shall require that any funds received from grants, private, federal, or state funding be used solely to reimburse the expenditure of the green space program.

The Vice-Chair opened the floor for public hearing.

no one came forward.

The Vice-Chair closed public hearing.

The Vote: Motion was approved without objection.

16. FIRST READING OF AN ORDINANCE AMENDING CHAPTER 38 ENVIRONMENT, ARTICLE VI SINGLE USE PLASTIC BAGS SECTION 38-161, PURPOSE; SECTION 38-162 DEFINITIONS; SECTION 38-163 REGULATIONS; AND SECTION 38-164 EXEMPTIONS OF THE BEAUFORT COUNTY CODE OF ORDINANCES

Motion: It was moved by Council Member Howard, Seconded by Council Member Brown to approve first reading of an ordinance amending Chapter 38 Environment, Article VI Single Use Plastic Bags Section 38-161, purpose; Section 38-162 Definitions; Section 38-163 Regulations; And Section 38-164 Exemptions Of The Beaufort County Code Of Ordinances.

The Vote: Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Glover, and Council Member Howard. Voting Nay: Council Member Bartholomew, Council Member Brown, Council Member Cunningham, Council Member Dawson, Council Member Lawson, Council Member Tabernik, Council Member Reitz. **The motion failed 4:7**.

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

https://beaufortcountysc.new.swagit.com/videos/306413

17. FIRST READING OF AN ORDINANCE TO MAKE APPROPRIATIONS FOR COUNTY GOVERNMENT AND SPECIAL PURPOSE DISTRICTS FOR BEAUFORT COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025; TO LEVY TAXES FOR THE PAYMENT THEREOF; TO ADOPT SERVICE AND USER FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING INTO THE COUNTY; AND OTHER MATTERS RELATED THERETO

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Bartholomew to approve first reading of an ordinance to make appropriations for County Government and Special Purpose Districts For Beaufort County for the fiscal year beginning July 1, 2024, and ending June 30, 2025; to levy taxes for the payment thereof; to adopt service and user fees; to provide for the expenditure of said taxes and other revenues coming into the county; and other matters related thereto.

Motion to amend: It was moved by Council Member Bartholomew, seconded by Council Member Reitz to amend the current budget to add $2,678,062 to 2411 Department Of Special Needs from the general fund, as well as transfer $42,500 to Island Rec and to appropriate $85,500 to the Solicitor's from the general fund.

The Vote: Voting Yea: Council Member Bartholomew, Council Member Brown, Council Member Lawson, Council Member Tabernik, and Council Member Reitz. Voting Nay: Chairman Passiment, Vice-Chairman McElynn, Council Member Cunningham, Council Member Dawson, Council Member Glover, and Council Member Howard. **The motion failed 5:6.**

Main Motion: It was moved by Council Member Tabernik, Seconded by Council Member Bartholomew to approve first reading of an ordinance to make appropriations for County Government and Special Purpose Districts For Beaufort County for the fiscal year beginning July 1, 2024, and ending June 30, 2025; to levy taxes for the payment thereof; to adopt service and user fees; to provide for the expenditure of said taxes and other revenues coming into the county; and other matters related thereto.

The Vote - Voting Yea: Chairman Passiment. Vice-Chairman McElynn, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Tabernik, and Council Member Reitz. Voting Nay: Council Member Bartholomew, and Council Member Brown. **The motion passed 8:2.**

18. FIRST READING OF AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAX FOR SCHOOL PURPOSES FOR BEAUFORT COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025, AND TO MAKE APPROPRIATIONS FOR SAID PURPOSES.

Motion: It was moved by Council Member Cunningham, Seconded by Council Member Tabernik to approve first reading of an ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2024 and ending June 30, 2025, and to make appropriations for said purposes.

The Vote: Motion was approved without objection.

19. APPROVAL OF A RESOLUTION TO APPROVE THE ECONOMIC DEVELOPMENT PRODUCT FUNDING REQUEST

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Glover to approve a resolution to approve the economic development product funding request.

The Vote: Motion was approved without objection.

20. APPROVAL OF A RESOLUTION TO COMMIT FUNDS TO BE PROVIDED FROM BEAUFORT COUNTY TO THE TECHNICAL COLLEGE OF THE LOWCOUNTRY FOR THE CONSTRUCTION OF THE ARTHUR E. BROWN REGIONAL WORKFORCE TRAINING CENTER

Motion: It was moved by Council Member Reitz, Seconded by Council Member Howard to approve a resolution to commit funds to be provided from Beaufort County to the Technical College of The Lowcountry for the construction of the Arthur E. Brown Regional Workforce Training Center.

The Vote: Motion was approved without objection.

21. APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE FRIENDS OF FORT FREMONT TO ALLOW THEM TO PROVIDE VOLUNTEER SERVICES TO BE PERFORMED AT THE FORT FREMONT PRESERVE AND HISTORY CENTER FOR THE BENEFIT OF THE COUNTY

Motion: It was moved by Council Member Glover, Seconded by Council Member Howard to approve a resolution authorizing the Interim County Administrator to execute an agreement with the Friends Of Fort

Fremont to allow them to provide volunteer services to be performed at the Fort Fremont Preserve and History Center for the benefit of the county.

The Vote: Motion was approved without objection.

22. APPROVAL OF A RESOLUTION TO SUPPORT THE RECOMMENDATION TO THE GOVERNOR OF SOUTH CAROLINA FOR THE NOMINATION OF THE BEAUFORT COUNTY "CAROLINA BRIGHT" ESTUARY SYSTEM INTO THE NATIONAL ESTUARY SYSTEM

Motion: It was moved by Council Member Howard, Seconded by Council Member Bartholomew to approve a resolution to support the recommendation to the Governor Of South Carolina for the nomination of the Beaufort County "Carolina Bright" Estuary System into the National Estuary System.

The Vote: Motion was approved without objection.

23. APPROVAL OF A RESOLUTION TO ESTABLISH BEAUFORT COUNTY'S COMMUNITY DEVELOPMENT PRIORITY LIST

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Brown to approve a resolution to establish Beaufort County's Community Development Priority List.

The Vote: Motion was approved without objection.

24. APPROVAL OF A RESOLUTION TO ACCEPT GRANT FUNDS IN SUPPORT OF PROJECT RT6

Motion: It was moved by Council Member Brown, Seconded by Council Member Reitz a resolution to accept grant funds in support of project rt6.

The Vote: Motion was approved without objection.

25. APPROVAL OF A RESOLUTION AUTHORIZING THE ALLOCATION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO HARGRAY AND ENTER INTO AN AGREEMENT FOR USE OF FUNDS WITH HARGRAY FOR BROADBAND SERVICE EXPANSION ON ST. HELENA ISLAND

Motion: It was moved by Council Member Glover, Seconded by Council Member Brown.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Tabernik, and Council Member Reitz. Voting Nay: Council Member Bartholomew. Voting Abstaining: Council Member Cunningham. **The motion passed 9:1 with 1 abstention.**

26. CITIZEN COMMENT PERIOD

Citizen Comments were taken.

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

https://beaufortcountysc.new.swagit.com/videos/306413

27. EXECUTIVE SESSTION

Motion: It was moved by Council Member Brown, Seconded by Council Member Bartholomew into executive session to discuss the items below.

Pursuant To S.C. Code Section 30-04-70(A)(2) discussions of negotiations incident to proposed contractual arrangements (Law Enforcement Center Conceptual Plan)

Pursuant To S.C. Code Section 30-4-70(A)(2) to receive legal advice on matters covered by the attorney-client privilege (Daufuskie Island Ferry Service).

Pursuant To S.C. Code Section 30-4-70(A)(1) discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body.

Pursuant To S.C. Code Section 30-4-70(A)(1): to engage in discussions incident to the employment, appointment, or compensation of a person regulated by a public body.

The Vote: Motion was approved without objection.

28. **Motion:** It was moved by Council Member Howard, seconded by Council Member Bartholomew to extend the meeting past 8:00PM.

The Vote: Motion was approved without objection.

29. **MATTERS ARISING OUT OF EXECUTIVE SESSION**

There were no matters arising out of executive session.

30. **ADJOURNMENT**

The meeting adjourned shortly after 8:00PM.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council
Ratified:

Special Called County Council Meeting FY 25 Budget Workshop

Beaufort County, SC

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

Tuesday, June 04, 2024
1:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting https://beaufortcountysc.new.swagit.com/videos/306952

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 1:00pm.

PRESENT
Chairman Joseph F. Passiment
Vice-Chairman Lawrence McElynn
Council Member David P. Bartholomew
Council Member Paula Brown
Council Member Logan Cunningham
Council Member Gerald Dawson
Council Member York Glover
Council Member Alice Howard
Council Member Mark Lawson
Council Member Anna Maria Tabernik
Council Member Thomas Reitz

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the 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

Chairman Passiment stated 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 Vice-Chairman McElynn, Seconded by Council Member Cunningham to approve the agenda.

The Vote - Motion was approved without objection.

5. DISCUSSION OF FY 25 BUDGET

Motion: It as moved by Council Member Cunningham, Seconded by Council Member Tabernik to approve discussions of the FY 25 Budget.

The Vote - Motion was approved without objection.

Discussion: After a lengthy discussion, the chairman stated the following things would have to be adjusted in the budget ordinance at Monday's council meeting:

1. DSN transfer of $2,678,062 with the recommendation that it's going to have to come from the general fund.
2. The Solicitor has requested a large increase and council will need to address whether or not they are going to propose a 5% increase that could amount to $85,500 or the increase requested.
3. Island Recreation requested an increase from $150,000 to $200,000 and that item will have to be recommended as an adjustment in the budget ordinance.
4. Section 10 in the ordinance regarding transfers needs to be reworded to reflect more of what council wants the language to look like.

6. ADJOURNMENT

The meeting adjourned at 2:20PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council
Ratified:

County Council Meeting
Beaufort County, SC

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

Monday, June 10, 2024
5:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting https://beaufortcountysc.new.swagit.com/videos/307423

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:00PM.

PRESENT
Chairman Joseph F. Passiment
Vice-Chairman Lawrence McElynn
Council Member David P. Bartholomew
Council Member Logan Cunningham
Council Member Gerald Dawson (virtual)
Council Member York Glover (virtual)
Council Member Alice Howard
Council Member Mark Lawson
Council Member Anna Maria Tabernik
Council Member Thomas Reitz

ABSENT
Council Member Paula Brown

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Vice-Chair McElynn led the Pledge of Allegiance and gave the Invocation.

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

Chairman Passiment stated public notice of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion to amend: It was moved by Council Member Tabernik, Seconded by Vice-Chairman McElynn to correct two typos in item 11 that need to be changed. The Lady's Island Fire District millage, under expenditures, is listed at $8,261,522 and the number should be $8,351,522; and in section 14 under roman numeral 14 the roman numeral is written incorrectly and needs to be updated to reflect roman numeral 14.

The Vote - Motion was approved without objection.

Main Motion: made by Council Member Lawson, Seconded by Council Member Bartholomew to approve the motion as amended.

The Vote - Motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Howard, Seconded by Council Member Cunningham to approve the Special Called Meeting Minutes from April 29th, and April 30th 2024.

The Vote - Motion was approved without objection.

6. ADMINISTRATOR'S REPORT

To see the full Interim County Administrator repot please click on the link below.

https://beaufortcountysc.new.swagit.com/videos/307423

7. CITIZEN COMMENT PERIOD

Citizen comment was taken.

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

https://beaufortcountysc.new.swagit.com/videos/307423

8. LIASION AND COMMITTEE REPORTS

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

https://beaufortcountysc.new.swagit.com/videos/307423

9. APPROVAL OF CONSENT AGENDA

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Howard to approve the following consent agenda items: third reading of an ordinance authorizing the conveyance of multiple parcels of real property from Beaufort County To South Carolina Department Of Transportation in connection with SC 802 Sams Point road right turn lane, third reading of an ordinance authorizing the interim county administrator to execute the necessary documents and provide funding for the purchase of a portion of real property abutting The Hilton Head Island Airport located on Summit Drive with tms no. R510 005 000 271a 0000, approval to award a contract to Coastal Air Technologies for ifb #050724 Beaufort County Disabilities And Special Needs office hvac replacement, and second reading of an ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2024 and ending June 30, 2025, and to make appropriations for said purposes.

10. THIRD READING OF AN ORDINANCE FOR A 2024 TRANSPORTATION SALES AND USE TAX REFERENDUM

Motion: It was moved by Council Member Cunningham, seconded by Council Member Tabernik to approve third reading of an ordinance for a 2024 Transportation Sales and Use Tax Referendum.

Motion to Amend: It was moved by Council Member Cunningham, Seconded by Vice-Chairman McElynn to change from 15 years and $1.625 Million to 10 years and $950 million.

The Vote - Motion was approved without objection.

2nd Motion to Amend: It was moved by Council Member Cunningham, Seconded by Council Member Howard to include in the referendum those projects as they were discussed at the special called public facilities committee meeting indicating the projected amount of money of $950 million.

The Vote - Motion was approved without objection.

3rd Motion to Amend: It was moved by Council Member Cunningham, Seconded by Council Member Tabernik. to indicate the $30 million dollar money set aside for the Bluffton Projects will exclude 5B as defined as the Buck Island to Buckwalter Parkway, as the 5B extension that is being eliminated.

The Vote - Motion was approved without objection.

4th Motion to amend: It was moved by Vice-Chairman McElynn, Seconded by Council Member Cunningham that the $30 Million for Hilton Head Island Projects include the Sea Pines Circle improvements.

The Vote - Motion was approved without objection.

Motion to amend: It was moved by Vice-Chairman McElynn, Seconded by Council Member Cunningham to reduce the bond amount that could be issued to $515 Million.

The Vote - Motion was approved without objection.

Main Motion: made by Vice-Chairman McElynn, Seconded by Council Member Cunningham to approve the second reading of the ordinance as amended.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, and Council Member Tabernik. Voting Nay: Council Member Reitz. **The motion passes 9:1**

11. SECOND READING OF AN ORDINANCE TO MAKE APPROPRIATIONS FOR COUNTY GOVERNMENT AND SPECIAL PURPOSE DISTRICTS FOR BEAUFORT COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025; TO LEVY TAXES FOR THE PAYMENT THEREOF; TO ADOPT SERVICE AND USER FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING INTO THE COUNTY; AND OTHER MATTERS RELATED THERETO

Motion: It was moved by Vice-Chairman McElynn, Seconded by Council Member Bartholomew to approve second reading of an ordinance to make appropriations for county government and special purpose districts for Beaufort County for the fiscal year beginning July 1, 2024, and ending June 30, 2025; to levy taxes for the payment thereof; to adopt service and user fees; to provide for the expenditure of said taxes and other revenues coming into the county; and other matters related thereto.

The Vote - Motion was approved without objection.

12. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY UTILITY EASEMENT # 904091 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY

Motion: It was moved Council Member Howard, Seconded by Council Member Tabernik to approve first reading of an ordinance authorizing the interim county administrator to execute the necessary documents to convey utility easement # 904091 with Dominion Energy encumbering property owned by Beaufort County (688 Parris Island Gateway).

The Vote - Motion was approved without objection.

13. FIRST READING OF AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF DRAINAGE EASEMENTS ASSOCIATED WITH DRAINAGE SYSTEMS LOCATED IN THE SHELL POINT AREA ON PARCELS R100 033 00A 0350 0000 & R100 033 00A 0116 0000

Motion: It was moved by Council Member Howard, Seconded by Council Member Glover to approve first reading of an ordinance authorizing the acceptance of drainage easements associated with drainage systems located in the Shell Point Area on parcels R100 033 00A 0350 0000 & R100 033 00A 0116.

The Vote - Motion was approved without objection.

14. FIRST READING OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF A PORTION OF PARCELS R123-018-000-0483-0000 AND R200-018-000-0257-0000 OF REAL PROPERTY FROM BEAUFORT COUNTY TO THE CITY OF BEAUFORT ASSOCIATED WITH US 21 AIRPORT AREA AND FRONTAGE ROAD IMPROVEMENTS

Motion: It was moved Council Member Bartholomew, Seconded by Council Member Glover to approve first reading of an ordinance authorizing the conveyance of a portion of parcels R123-018-000-0483-0000 AND R200-018-000-0257-0000 of real property from Beaufort County to the City of Beaufort associated with US 21 airports area and frontage road improvements.

The Vote - Motion was approved without objection.

15. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES ENCUMBERING THE ROAD RIGHT OF WAY FOR PRIVATE SECTION OF SCHEPER LANE

Motion: It was moved by Council Member Howard, Seconded by Council Member Bartholomew to approve first reading of an ordinance authorizing the Interim County Administrator to execute any and all necessary documents for the acceptance of properties encumbering the road right of way for a private section of Scheper Lane.

The Vote - Motion was approved without objection.

16. APPROVAL OF A RESOLUTION ADOPTING A PARKS AND RECREATION MASTER PLAN FOR BEAUFORT COUNTY'S ACTIVE PARKS AND RECREATION FACILITIES

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Bartholomew to approve a resolution adopting the Parks and Recreation Master Plan for Beaufort County's Active Parks and Recreation Facilities.

The Vote - Motion was approved without objection.

17. CITIZEN COMMENT PERIOD

Citizen comment was taken.

18. EXECUTIVE SESSION

Motion: It was moved by Council Member Bartholomew, seconded by Council Member Tabernik to go into executive session to discuss the items below.

Pursuant to S. C. Code §30-4-70(a)(2): receipt of legal advice where the legal advice relates to matters covered by the attorney-client privilege (FOIA)

Pursuant to S.C. Code Section 30-4-70(a)(2): discussion of matters covered by the attorney-client privilege (inquiries and investigations pursuant to S.C. Code Section 4-9-660 - HSB)

The Vote - Motion was approved without objection.

19. MATTERS ARISING OUT OF EXECUTIVE SESSION

There were no matters arising out of executive session.

20. ADJOURNMENT

The meeting adjourned at 8:30PM.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council
Ratified:

County Council Meeting
Beaufort County, SC

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

Monday, June 24, 2024
5:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting https://beaufortcountysc.new.swagit.com/videos/308674

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:00PM

PRESENT
Chairman Joseph F. Passiment
Vice-Chairman Lawrence McElynn
Council Member David P. Bartholomew
Council Member Paula Brown
Council Member Logan Cunningham
Council Member Gerald Dawson
Council Member York Glover
Council Member Alice Howard
Council Member Mark Lawson
Council Member Anna Maria Tabernik
Council Member Thomas Reitz

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the Pledge of Allegiance and Council Member Dawson gave the invocation.

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

Chairman Passiment stated this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

Chairman Passiment read a prepared statement addressing the hiring of the new County Administrator.

4. APPROVAL OF AGENDA

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

The Vote - Motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Howard, Seconded by Council Member Brown to approve the minutes from May 6, 2024.

The Vote - Motion was approved without objection.

6. ADMINISTRATOR'S REPORT

To see the full Interim County Administrator report please click on the link below.

https://beaufortcountysc.new.swagit.com/videos/308674

7. PRESENTATION OF A PROCLAMATION RECOGNIZING DR. FRANK RODRIGUEZ ON BEING NAMED SOUTH CAROLINA SUPERINTENDENT OF THE YEAR

Council Member Tabernik presented a proclamation to Dr. Frank Rodriguez recognizing him for being named South Carolina Superintendent of the Year.

8. CITIZEN COMMENT PERIOD

Citizen comments were taken.

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

https://beaufortcountysc.new.swagit.com/videos/308674

9. LIASION AND COMMITTEE REPORTS

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

https://beaufortcountysc.new.swagit.com/videos/308674

10. APPROVAL OF CONSENT AGENDA

Motion: It was moved by Council Member Howard, Seconded by Council Member Brown to approve the following consent agenda items: approval of a letter of support for Beaufort Jasper Housing Trust, approval to authorize the interim county administrator to enter into a contract with Haig Point Club and community association's ferry company for the provisions of EMS/Medivac Ferry services for Daufuskie Island, approval to extend the deadline for agricultural use special assessment for properties located at 683 Eddings Point Road and 711 Eddings Point Road, and boards and commissions appointments and reappointments.

The Vote - Motion was approved without objection.

11. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE FOR A 2024 TRANSPORTATION AND SALES AND USE TAX REFERENDUM

Motion: It was moved by Council Member Howard, Seconded by Council Member Cunningham to approve Public Hearing and Third Reading of an Ordinance for a 2024 Transportation and Sales Use Tax Referendum.

The Chairman opened the floor for public hearing.

3 individuals came forward.

The Chairman closed public hearing.

Motion to Amend: It was moved by Council Member Howard, Seconded by Council Member Bartholomew to amend the language to now read 10 million dollars will be put towards the Town of Port Royal, 10 million dollars will be put towards the City of Beaufort, and 10 million dollars will go to the unincorporated areas North of the Broad.

The Vote - Motion was approved without objection.

2nd Motion to Amend: It was moved by Vice-Chairman McElynn, Seconded by Council Member Cunningham to include funding for Sea Pines Circle.

It was stated that this proposed change was already included in the updated ordinance and therefore the motion was withdrawn.

Main Motion: It was moved by Council Member Howard, Seconded by Council Member Cunningham to approve the ordinance as amended.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, and Council Member Tabernik. Voting Nay: Council Member Brown, and Council Member Reitz. **The motion passed 9:2**

12. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY UTILITY EASEMENT # 904091 WITH DOMINION ENERGY ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY (688 PARRIS ISLAND GATEWAY)

Motion: It was moved by Council Member Howard, Seconded by Council Member Glover to approve public hearing and second reading of an ordinance authorizing the interim county administrator to execute the necessary documents to convey utility easement # 904091 with Dominion Energy encumbering property owned by Beaufort County (688 Parris Island Gateway).

The Chairman opened the floor for public hearing.

no one came forward.

The Chairman closed public hearing.

The Vote - Motion was approved without objection.

13. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF DRAINAGE EASEMENTS ASSOCIATED WITH DRAINAGE SYSTEMS LOCATED IN THE SHELL POINT AREA ON PARCELS R100 033 00A 0350 0000 & R100 033 00A 0116 0000

Motion: It was moved by Council Member Howard, Seconded by Council Member Bartholomew to approve public hearing and second reading of an ordinance authorizing the acceptance of drainage easements associated with drainage systems located in the Shell Point Area on parcels R100 033 00A 0350 0000 & R100 033 00A 0116.

The Chairman opened the floor for public hearing.

no one came forward.

The Chairman closed public hearing.

The Vote - Motion was approved without objection.

14. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF A PORTION OF PARCELS R123-018-000-0483-0000 AND R200-018-000-0257-0000 OF REAL PROPERTY FROM BEAUFORT COUNTY TO THE CITY OF BEAUFORT ASSOCIATED WITH US 21 AIRPORT AREA AND FRONTAGE ROAD IMPROVEMENTS

Motion: It was moved by Council Member Bartholomew, Seconded by Council Member Glover to approve public hearing and second reading of an ordinance authorizing the conveyance of a portion of parcels R123-018-000-0483-0000 AND R200-018-000-0257-0000 of real property from Beaufort County to the City of Beaufort associated with US 21 airports area and frontage road improvements.

The Chairman opened the floor for public hearing.

no one came forward.

The Chairman closed public hearing.

The Vote - Motion was approved without objection.

15. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES ENCUMBERING THE ROAD RIGHT OF WAY FOR PRIVATE SECTION OF SCHEPER LANE

Motion: It was moved by Council Member Howard, Seconded by Council Member Glover to approve public hearing and second reading of an ordinance authorizing the Interim County Administrator to execute any and all necessary documents for the acceptance of properties encumbering the road right of way for a private section of Scheper Lane.

The Chairman opened the floor for public hearing.

no one came forward.

The Chairman closed public hearing.

The Vote - Motion was approved without objection.

16. FIRST READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY'S TRAFFIC IMPACT ANALYSIS (TIA) POLICY

Motion: It was made by Council Member Tabernik, Seconded by Council Member Howard to approve first reading of an ordinance to amend Beaufort County's Traffic Impact Analysis (TIA) Policy.

The Vote - Motion was approved without objection.

17. FIRST READING OF AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL HOSPITALITY TAX

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Dawson to approve first reading of an ordinance providing for the appropriation of funds for Fiscal Year 2024-2025 generated by the Local Hospitality Tax.

The Vote - Motion was approved without objection.

18. FIRST READING OF AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL A-TAX COMMITTEE

Motion: It was moved by Council Member Brown, Seconded by Vice-Chairman McElynn to approve first reading of an ordinance providing for the appropriation of funds for fiscal year 2024-2025 generated by the Local A-Tax Committee.

The Vote - Motion was approved without objection.

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

https://beaufortcountysc.new.swagit.com/videos/308674

19. APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A VOLUNTEER SERVICE AGREEMENT WITH THE FRIENDS OF WHITEHALL PARK TO ALLOW THEM TO PROVIDE VOLUNTEER SERVICES TO BE PERFORMED AT WHITEHALL PARK FOR THE BENEFIT OF THE COUNTY

Motion: It was moved by Council Member Glover, Seconded by Council Member Bartholomew to approve a resolution authorizing the Interim County Administrator to execute a volunteer service agreement with the Friends of Whitehall Park to allow them to provide volunteer services to be performed at Whitehall Park for the benefit of the County.

The Vote - Motion was approved without objection.

20. APPROVAL OF A RESOLUTION ADOPTING THE 2024 COUNTY COMPENSATION AND CLASSIFICATION STUDY- FINAL REPORT.

Motion It was moved by Council Member Tabernik, Seconded by Council Member Bartholomew to approve a resolution adopting the 2024 County Compensation and Classification Study- Final Report.

The Vote - Motion was approved without objection.

21. APPROVAL OF A RESOLUTION ESTABLISHING THE BEAUFORT COUNTY INTERNSHIP PROGRAM AND ADOPTING POLICIES AND PROCEDURES FOR THE PROGRAM

Motion: It was moved by Council Member Glover, Seconded by Council Member Bartholomew to approve a resolution establishing the Beaufort County Internship Program and adopting policies and procedures for the program.

The Vote - Motion was approved without objection.

22. CITIZEN COMMENT PERIOD

Citizen comments were taken.

23. EXECUTIVE SESSION

Motion: It was moved by Council Member Bartholomew, Seconded by Council Member Brown to go into executive session to discuss the items below.

Pursuant to S.C. Code §30-4-70(a)(2): receipt of legal advice where the legal advice relates to matters covered by the attorney-client privilege (DIFS)

Pursuant to S.C. Code §30-4-70(a)(2): receipt of legal advice where the legal advice relates to matters covered by the attorney-client privilege (FOIA/Council's Rules and Procedures)

Pursuant to S.C. Code Section 30-4-70(a)(2): discussion of matters covered by the attorney-client privilege (inquiries and investigations pursuant to S.C. Code Section 4-9-660 – HSB)

Pursuant To S.C. Code Section 30-4-70(a)(1) discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body

24. MATTERS ARISING OUT OF EXECUTIVE SESSION

There were no matters arising out of executive session.

25. ADJOURNMENT

The meeting adjourned at 7:50PM.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council
Ratified:

Special Called Meeting of County Council

Beaufort County, SC

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

Thursday, June 27, 2024
10:00 AM

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://www.youtube.com/watch?v=0f1Bz9xCKto

1. CALL TO ORDER

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

PRESENT
Chairman Joseph F. Passiment
Vice-Chairman Lawrence McElynn
Council Member David P. Bartholomew
Council Member Paula Brown
Council Member Logan Cunningham (virtual)
Council Member York Glover
Council Member Alice Howard
Council Member Mark Lawson (virtual)
Council Member Anna Maria Tabernik
Council Member Thomas Reitz
Council Member Gerald Dawson (late)

2. PLEDGE OF ALLEGIANCE

Chairman Passiment led the 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

Chairman Passiment stated public notice of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion to Amend: It was moved by Vice-Chairman McElynn, Seconded by Council Member Tabernik to amend the agenda to include another executive session item pursuant to S.C. Code Section 30-4-70 (a)(2) for purposes of receiving legal advice related to matters covered by the attorney client privilege (Ordinance 2020/25).

The Vote - Motion approved without objection.

Main Motion: It was moved by Vice-Chairman McElynn, Seconded by Council Member Tabernik to approve the agenda as amended.

The Vote - Motion was approved without objection.

5. CITIZEN COMMENTS

Citizen comments were taken.

6. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO MAKE APPROPRIATIONS FOR COUNTY GOVERNMENT AND SPECIAL PURPOSE DISTRICTS FOR BEAUFORT COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025; TO LEVY TAXES FOR THE PAYMENT THEREOF; TO ADOPT SERVICE AND USER FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING INTO THE COUNTY; AND OTHER MATTERS RELATED THERETO

Motion: It was moved by Council Member Glover, Seconded by Council Member Tabernik to approve public hearing and third reading of an ordinance to make appropriations for County Government and Special Purpose districts for Beaufort County for the fiscal year beginning July 1, 2024, and ending June 30, 2025; to levy taxes for the payment thereof; to adopt service and user fees; to provide for the expenditure of said taxes and other revenues coming into the county; and other matters related thereto.

The Chairman opened the floor for public hearing.

No one came forward.

The Chairman closed public hearing.

The Vote - Motion was approved without objection.

7. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAX FOR SCHOOL PURPOSES FOR BEAUFORT COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025, AND TO MAKE APPROPRIATIONS FOR SAID PURPOSES.

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Dawson to approve public hearing and third reading of an ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2024 and ending June 30, 2025, and to make appropriations for said purposes.

The Chairman opened the floor for public hearing.

No one came forward.

The Chairman closed public hearing.

The Vote - Motion was approved without objection.

8. EXECUTIVE SESSION

Motion: It was moved by Vice-Chairman McElynn, Seconded by Council Member Glover to go into executive session to discuss the items below.

Pursuant to S.C. Code Section 30-4-70 (a)(2) for purposes of receiving legal advice related to matters covered by the attorney client privilege (inquiries and investigations pursuant to S.C. Code Section 4-9-660 - HSB)

Pursuant to S.C. Code Section 30-4-70 (a)(2) for purposes of receiving legal advice related to matters covered by the attorney client privilege (Ordinance 2020/25)

The Vote - Motion approved without objection.

9. MATTERS ARISING OUT OF EXECUTIVE SESSION

There were no matters arising out of executive session.

10. ADJOURNMENT

The meeting adjourned at or around 11:30AM.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council
Ratified:

~ Proclamation ~

Whereas, County Council of Beaufort County recognizes the uniqueness of Lands End Woodland, Inc; and

Whereas, more than one hundred (100) years ago, forty-seven (47) families organized, pooled funds, and founded Lands End Woodland Club, now organized as Lands End Woodland, Inc., purchased three-hundred-twenty-eight (328) acres of property on St. Helena, and has worked diligently in maintaining and sustaining this treasure; and

Whereas, Lands End Woodland River Festival was founded with the intention of honoring its founding families, this celebration also serves to provide economic support to the mission of preservation; and

Whereas, Festival guests will be served with the history of the organization, Gullah Culture and the County, Beaufort County Council recognizes the importance of the "Lands End Woodland River Festival" and the festivities enjoyed by all of those in attendance;

Now, therefore, be it resolved, that Beaufort County Council proclaims Saturday, August 31, 2024, as

Lands End Woodland River Festival Day

Dated this 26th Day of August 2024

_____

Joseph F. Passiment, Jr.
Beaufort County Council



ADD-ONS

COUNTY COUNCIL OF BEAUFORT COUNTY
OFFICE OF THE COUNTY ADMINISTRATOR
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT
ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2023
FAX: (843) 255-9403
www.beaufortcountysc.gov

CHERYL HARRS
EXECUTIVE ASSISTANT

MICHAEL R. MOORE
COUNTY ADMINISTRATOR

August 27, 2024

Mr. Joe Passiment, Chairman
Members of County Council

As directed in the July 23 report concerning procurement and purchasing issues, tonight I am providing a framework, timeline and update for implementing the action items outlined in the report. An important step in this process is the new procurement code which council is considering this evening. Additionally, several of the recommendations in the report have already been implemented. Staff focus of effort since the issuance of the report has been on the revision of the procurement code, however, work is ongoing in other areas of the report.

A.1. Take steps to provide for more robust documentation of procurements.

The new procurement Code Section 2-507 will require the Procurement Services Director to maintain a project file. Staff has created a new "Project File System" which collates documents by fiscal year, solicitation category (competitive or non-competitive) and type (RFP, RFQ, IFB, etc.) and by a uniform numbering system. All documents for each project, as required and identified by specific solicitation type documentation "check sheet", will be maintained in this project file. Upon completion of a solicitation process, the Procurement Services Director will ensure, via systematic use of project check sheet, that all required documentation is present, complete, and accurate prior to project file closeout. Solicitation closeouts will be reported to Finance Committee at least quarterly. Administration will implement measures to ensure that random folder inspections are conducted.

A.2. Take steps to ensure that all procurements fall within the County's budget authority.

Procurement Services Staff requires the completion of a Budget Confirmation Form prior to beginning the solicitation process. Projects with an unknown cost or estimate which are seeking qualified vendors to establish a fair and reasonable price for projects are exempt from fully completing the Budget confirmation form. There is an existing field in the Document review system to post Budget Confirmation forms, Fair and Reasonable pricing determination, as Solicitation Summary letters. Staff will continue to refine the DRS in this

area. In the event proposed project costs exceed dollars confirmed by the budget confirmation form, or the cost of good or service cannot be negotiated within the confirmed price, the Procurement Services Director will require the project requestor to identify the balance of the funding source and provide a written statement from the Finance department or other applicable authority of the additional funding source availability or a completed budget transfer process.

A.3. Ensure proper determinations of fair and reasonable pricing.

The Purchasing Services Director has developed a form letter and required its use for the determination of Fair and Reasonable Pricing which meets the standards as described. An electronic version of this form is being created by IT and will be a fillable form included in the Forms section of Beaufort County Share Point, easily accessible. This will be implemented by the Procurement Services Director and IT in September 2024.

A.4. Require properly documented determinations of a bidder's responsiveness .

The Procurement Services Director will create and establish the use of a form letter to acknowledge a bidder's responsiveness or lack or responsiveness for all types of solicitation and include in each project file. This letter will include those bids, proposals, or qualifications which are disqualified with specificity. This will be implemented in September 2024.

A.5. Provide better checks and balances to guard against erroneous justifications for non-competitive procedures.

The new procurement code section 2-515 provides direction on sole source use and determination. The Procurement Service Director will create, establish, and require the use of a form letter to justify a "Sole Source" or Non-Competitive purchases per the new code. This will be implemented once the new code is in effect.

A.6. Foster more competition, and where only one bid or proposal is received, ensure more robust negotiation with that bidder.

The OpenGov software now includes a market research tab called Vendor Analytics. This shows the number of qualified bidders reached, the number of vendors who have chosen to "follow" the project, which download the solicitation, and those who submit applications. Documentation of negotiation, analysis for a single bid, consideration of re-bidding, and justification to award are all addressed as part of the required Fair and Reasonable justification. The electronic version will be implemented in September 2024.

A.7. Foster more Encouragement of Small and Disadvantaged Businesses to Participate in Beaufort County procurements.

The new procurement code, section 2-520 addresses disadvantaged businesses. Procurement Services will work with Broadcasting and Public Information Division, to create educational opportunities which will encourage local, small, and disadvantaged businesses who submit requests as a vendor in OpenGOV and how to properly complete a submission for county solicitations. November 2024.

A.8. Implement and require more County Staff Training.

With the forthcoming revised procurement code, Beaufort County Procurement Services will develop and implement training for the new code and policies, as well as work with Broadcasting and Public Information Division, to create educational opportunities for staff to increase their level of knowledge and compliance. ***November 2024.***

B. P-card purchases

B.1. Create a policy for the number and assignment of P-Cards and reduce the number of users.

The most recent update of the Purchase Card manual is from 2021. I am directing a new revision to the Purchase Card manual that will address and incorporate the issues identified in the report. This will include a policy for the number and assignment of P-cards and reduce the number of users. December 2024

B.2. Enforce the requirement that employees include authorization request approval forms and documentation with their P-card payment request and receipts to verify the actual approved amount.

Will address in P-Card Policy update.

B.3. Change the approval process so that subordinates can no longer authorize expenses for their superiors, and individuals cannot authorize their own expenses.

Will **clearly specify approval process in updated P-Card Policy.**

B.4. Create a travel policy that addresses travel-related expenses:

Beaufort County Finance, Legal, HR, and Procurement will collaborate to update the existing Travel Policy and Procedures with consideration of the recommendations presented. December 2024

B.5. Create a centralized purchasing policy to ensure standardization and oversight of purchases, especially regarding IT equipment, office supplies, business cards, work gear, tools, appliances and marketing materials.

The Procurement Services is actively working to address standardized subscriptions. (Amazon accounts and media subscriptions). Items which meet the County Asset management threshold are tracked. IT related products including cell phone cases and additional data storage are required by existing Purchasing and P-Card policy to be made only by the IT department. ACA's and Department Heads will enforce business driven p-card expenses by approving monthly P-card expenses and the P-Card Administrator issues P-Card expense violations.

Beaufort County Executive Staff will form a team to address creation of a centralized purchasing program for uniforms, office supplies, appliances, and marketing materials. This may take several months to develop a standard as well as procure a 3rd party, capable of providing the necessary products and services. Staff Team – Spring 2025.

B.6. Make better use of the State procurement contracts to secure the best pricing available to Beaufort County.

Section 2-505.d.(2). of the revised procurement code addresses state contracts. Beaufort County takes full advantage of SC cooperative purchasing as well as other cooperative purchasing programs of which Beaufort County maintains membership.

I intend to require bi-weeks updates on progress towards the County Goals as established above.

Sincerely,

Michael R. Moore
County Administrator

ADD-ONS

PO Date	Order Amount	Requisition	Entry Date	Dept Code	General Comments	1st GL Account	Comments/justification
07/01/2024	12,941.32	250023	07/01/2024	1000	Civic Plus Annual Admin Supp. Fee, CDC, and COC	1000-10-1000-51310	Sole source MUNICODE software used by Clerk to Council and Staff Annual Fee
07/01/2024	10,472.94	250037	07/01/2024	5400	521 REPLACEMENT SECTIONS FOR ARFF DOOR	5400-90-0000-51130	NC form attached, the only local vendor able to meet specification and schedule
07/01/2024	49,999.99	250012	07/01/2024	3500	BLANKET PO FOR ADVANCE AUTO PARTS	1000-10-3500-51300-	State contract pricing
07/01/2024	49,999.99	250036	07/01/2024	3500	BLANKET PO FOR BUTLER CHRYSTLER DODGE JEEP	1000-10-3500-51300-	NC form attached, the only local Dodge vendor available for OEM parts
07/01/2024	5,638.50	6	07/01/2024	1610	PERMIT PREPARATION AND SUBMITTAL	1000-60-1610-51160	NC form attached, this vendor completed most of the work before the county purchase the land. Using this firm will save time and money. Rollover PO.
07/01/2024	4,916.85	7	07/01/2024	1610	WETLAND HABITAT EVALUATION AND ASSESSMENT	1000-60-1610-51160	RolloverPO, they have already completed most of the work for the previous owner
07/01/2024	6,556.00	250046	07/01/2024	5400	LOCAL LIFE PRINT ADVERTISING	5400-90-0000-51000	Exempted for Advertising Hilton Head Airport
07/01/2024	4,278.75	250048	07/01/2024	5400	BLUFFTON SUN/HH SUN AUG -MAY 2025	5400-90-0000-51000	Exempted for Advertising Hilton Head Airport
07/01/2024	6,900.00	250050	07/01/2024	5400	SKYCAM ADVERTISING	5400-90-0000-51000	Exempted for Advertising Hilton Head Airport
07/01/2024	17,110.00	5	07/01/2024	1610	SITE PREP AND REFORESTATION OF LONGLEAF PINE	1000-60-1610-51160	Contract renewal, RFP 120618, extend to June 30, 2025
07/01/2024	3,775.00	250021	07/01/2024	9020	MULCHING BUSHHOGGING - TRASK PKWY	5025-90-9020-51170	Under $5k, Fair and reasonable, quote attached.
07/01/2024	49,999.99	250026	07/01/2024	3500	BLANKET PO FOR FRASIER TIRE (GOODYEAR)	1000-10-3500-51300-	State contract pricing
07/01/2024	49,999.99	250015	07/01/2024	3500	BLANKET PO FOR PARKS AUTO PARTS	1000-10-3500-51300-	State contract pricing
07/01/2024	49,999.99	250017	07/01/2024	3500	BLANKET PO FOR O'REILLY AUTO PARTS	1000-10-3500-51300-	State contract pricing
07/01/2024	8,000.00	250034	07/01/2024	1100	ANNUAL SUBSCRIPTION FOR TRACKING MEETINGS	1000-10-1100-51160	subcription for CA tracking CC and committee meetings
07/01/2024	5,617.51	250032	07/01/2024	1150	Dell 24 Monitor - Quote 3000178547245.1	1000-10-1150-52600	State contract pricing
07/01/2024	14,124.00	250013	07/01/2024	1150	SolarWinds Maintenance Renewal	1000-10-1150-51110	software maintenance annual renewal propriatary
07/01/2024	3,973.11	250009	07/01/2024	1150	Nutanix Prism PRO Renewal	1000-10-1150-51110	Under $5k, Fair and reasonable, quote attached.
07/01/2024	2,650.00	250041	07/01/2024	5400	IFE: ENVIRONMENTAL ASSESSMENT/ST.JAMES CHURCH	5402-90-0000-51160	Under $5k, Fair and reasonable, quote attached.
07/01/2024	2,640.00	250043	07/01/2024	5400	IFE: AIRPORT LAYOUT PLAN UPDATE	5402-90-0000-51160	Under $5k, Fair and reasonable, quote attached.
07/01/2024	14,573.57	250061	07/01/2024	1201	FY25 SF MOBILE VISION EXT WARRANTY	1000-20-1201-51110	Sheriff's Office, ext warranty proprietary.
07/01/2024	4,500.00	250027	07/01/2024	9020	CONCRETE LABOR DRIVEWAY- 5 CHESTERFIELD	5025-90-9020-51170	Under $5k, Fair and reasonable, quote attached.
07/01/2024	26,610.00	250007	07/01/2024	9020	BLANKET PO FOR UNIFORMS	5025-90-9000-52050 *	Under contract, price is fair and reasonable.
07/01/2024	6,360.00	250060	07/01/2024	1201	FY25 LEADS ON LINE SUBSCRIPTION	1000-20-1201-51310	Sheriff's office, NC form, analyze and map out cellphone data, and related cellphone tower search warrant data.
07/01/2024	21,602.60	250062	07/01/2024	1201	IN CAR VIDEO EQUIP SRO(3) GRANT	2555-20-1201-52600-S	State contract pricing, Sheriff's office car camera equipment
07/02/2024	31,500.00	250071	07/02/2024	1201	FY25 ALASTAR RENEWAL	2201-20-0000-51110	Sheriff's office, annual subscription, services track handheld radios, NC form
07/02/2024	4,991.54	250086	07/02/2024	1150	MacBook Pro	1000-10-1150-52600	State contract pricing, under $5K.
07/02/2024	7,747.50	250068	07/02/2024	1201	FY25 SALAMANDER SUBSCRIPTION RENEWAL	1000-20-1201-51110	Sheriff's office, software maintenance renewal, identity verification
07/02/2024	14,577.64	250065	07/02/2024	1201	FY25 LIFE TECH ANNUAL MAINT GENETIC ANALYZER	1000-20-1201-51110	NC attached proprietary/standardization renewal for DNA Lab
07/02/2024	7,500.00	250079	07/02/2024	1230	EMS BILLING	1000-20-1230-51220	RFP 041421, two years remaining on this service contract bill.
07/02/2024	45,000.00	250077	07/02/2024	1230	EMS Medical Director	1000-20-1230-51160	Annual contract signed by CA. Only local vendor available.
07/02/2024	4,636.39	250072	07/02/2024	1201	FY25 POWERDMS SUBSCRIPTION	1000-20-1201-51310	Under $5k, Fair and reasonable, quote attached.
07/02/2024	15,250.00	250075	07/02/2024	1201	FY25 LEADS ON LINE TOTAL TRACK	1000-20-1201-51310	Sheriff's office, software renewal, sole source attached NC form.
07/02/2024	25,975.00	250069	07/02/2024	1201	FY25 IPACCESS BLANKET PO SAT PHONES	1000-20-1201-51110	Sheriff's Office, SAT phones communication software for HHI and EOC NC attached sole source for proprietary/standardization renewal
07/02/2024	20,473.47	250066	07/02/2024	1201	FY25 CRADLEPOINT LICENSE RENEWAL	2555-20-0000-52600-B	State contract pricing for Sheriff's License
07/02/2024	36,605.40	250067	07/02/2024	1201	FY25 GETAC BODY WORN CAMERA LICENSE RENEWAL	2555-20-0000-52600-B	State contract pricing for Sheriff's License
07/02/2024	41,847.30	250030	07/02/2024	1150	Asana Enterprise Plan Renewal SHI Quote # 2501214	1000-10-1150-51110	NC form attached from IT, sole source for standardization license renewal.
07/02/2024	4,165.00	250022	07/02/2024	1150	ManageEngine ADManager plus license Renewal	1000-10-1150-51110	Under $5k, Fair and reasonable, quote attached.
07/02/2024	25,000.00	250080	07/02/2024	1230	EMS OD GRANT EVALUATION	2555-20-0000-51160-1	sole source community grant,legal reviewed and approved.
07/02/2024	37,426.71	250039	07/02/2024	1150	Recorded Future Renewal SHI Quote # 24912290	1000-10-1150-51110	NC form approved for IT department. For standartization
07/02/2024	30,504.00	250114	07/02/2024	5400	ATC AND VAULT LIGHTING CONTROL COMPUTER	5400-90-0000-54200 *	For HHI Airport tower system lighting control, NC sole source vendor.
07/02/2024	16,050.00	250111	07/02/2024	1201	FY25 E AGENT RENEWAL	2201-20-0000-51110	Sheriff's office, E Agent software license for 75 users, sole source
07/03/2024	4,550.00	250116	07/03/2024	5400	FY25 PEST CONTROL & ANNUAL TERMITE SERVICES	5400-90-0000-51110-M	Under $5k, Fair and reasonable, quote attached.
07/03/2024	4,280.00	250112	07/03/2024	1201	FY25 ALL PRO SOLUTIONS MAINT CONTRACT	2555-20-0000-52600-B	Under $5k, Fair and reasonable, quote attached.
07/03/2024	49,999.99	250058	07/03/2024	3500	BLANKET PO FOR BLANCHARD MACHINERY	1000-10-3500-51300-	Only local CAT parts provider, sole source vendor provides services for heavy equipment as well.
07/03/2024	49,999.99	250059	07/03/2024	3500	BLANKET PO FOR COASTAL TRANSMISSION	1000-10-3500-51300-	Only local vendor offering fair and reasonalbe transmission services Requires specialized equipment and technitions.
07/03/2024	9,999.99	250130	07/03/2024	3500	BLANKET PO FOR BLANCHARD EQUIPMENT - PW	1000-10-3500-51300-	Only local dealer to provide John Deere OEM parts
07/03/2024	6,999.99	250126	07/03/2024	3500	BLANKET PO FOR STEEN ENTERPRISES-PW- Fleet Maint	1000-10-3500-51300-	Only local dealer to provide Kubtoa parts and service
07/03/2024	2,999.99	250134	07/03/2024	3500	BLANKET PO FOR SIGNS NOW - PW - Facilities	1000-10-3500-52010-	Under $5k, Fair and reasonable, quote attached.

07/03/2024	1,999.99	250122	07/03/2024	3500	BLANKET PO FOR SOUTHERN SIGNS	1000-10-3500-52010-	Under $5k, Fair and reasonable, quote attached.
07/03/2024	4,999.99	250108	07/03/2024	3500	BLANKET PO FOR ROCOS Industrial supply PW	1000-10-3500-51300-	Under $5k, Fair and reasonable, quote attached.
07/03/2024	9,999.00	250101	07/03/2024	3500	BLANKET PO FOR THOMAS G. FELVER Towing	1000-10-3500-51300-	Fleets primary service provider for towing. Only reliable local vendor.
07/03/2024	4,950.00	250117	07/03/2024	5400	FINGERPRINT MAINTENANCE/BACKGROUND CHECK	5400-90-0000-51110-S	Under $5k, Fair and reasonable, quote attached.
07/03/2024	49,999.99	250057	07/03/2024	3500	BLANKET PO FOR FENDER AT LAUREL BAY	1000-10-3500-51300-	NC for paint and body work for Fleet, only local vendor to agree to work with county and insureance payment process.
07/03/2024	2,999.99	250105	07/03/2024	3500	BLANKET PO FOR ELEMENT FILM	1000-10-3500-51300-	Under $5k, Fair and reasonable, quote attached.
07/03/2024	9,999.99	250087	07/03/2024	3500	BLANKET PO FOR AUTO PRO OF HHI	1000-10-3500-51300-	NC, Fleet oil changes for Sheriff's vehicles, blanket PO Prices fair and reasonable
07/03/2024	49,999.99	250040	07/03/2024	3500	BLANKET PO FOR RIVERSIDE FORD	1000-10-3500-51300-	Only Ford dealer that offers discounted OEM parts
07/03/2024	49,999.99	250090	07/03/2024	3500	BLANKET PO FOR MY TECH	1000-10-3500-51300-	NC form, only vendor that offers major engine repairs for fleet
07/03/2024	19,999.99	250127	07/03/2024	3500	BLANKET PO FOR SNIDER FLEET SOLUTIONS	1000-10-3500-51300-	Provides heavy equipment tires and dump truck and meets requirements, offers fair pricing and meets delivery times.
07/03/2024	4,999.99	250124	07/03/2024	3500	BLANKET PO FOR LIQUID SPRING	1000-10-3500-51300-	Under $5k, Fair and reasonable, quote attached.
07/03/2024	19,999.99	250109	07/03/2024	3500	BLANKET PO FOR ARCHER'S AUTO GLASS	1000-10-3500-51300-	Only vendor to offer repairs onsite. NC form approved.
07/03/2024	5,999.99	250103	07/03/2024	3500	BLANKET PO SOUTHERN AUTO	1000-10-3500-51300-	NC form approved, only vendor for Hydrualic Cylinder and pump repair
07/03/2024	19,999.99	250129	07/03/2024	3500	BLANKET PO FOR DOBBS EQUIPMENT	1000-10-3500-51300-	OEM parts and service dealer for John Deere and Heavy Eq. Certified to work on warranty items and have certified technitions
07/03/2024	19,999.99	250123	07/03/2024	3500	BLANKET PO FOR AUTO ZONE	1000-10-3500-51300-	Offers best discounts of local dealers and provides the quickest delivery
07/03/2024	49,999.99	250091	07/03/2024	3500	BLANKET PO FOR LOWCOUNTRY LUBRICANTS	1000-10-3500-52500-	Best local dealer to provide bulk fluids and Oil with competitive pricing and delivery lead times.
07/05/2024	2,500.00	250153	07/05/2024	5100	BLANKET PO Beaufort Executive Airpot	5100-90-0000-51110	Under $5k, Fair and reasonable, quote attached.
07/05/2024	800.00	250110	07/05/2024	5400	BLANKET PO Hilton Head Airports	5400-90-0000-51130	Under $5k, Fair and reasonable, quote attached.
07/05/2024	14,048.85	250140	07/05/2024	1150	Security Awareness Training Renewal-Quote 2503430	1000-10-1150-51110	Training is Exempt. For IT staff.
07/05/2024	23,778.82	250135	07/05/2024	1620	CATALOGING AND METADATA & WEBDEWEY	1000-60-1620-51160	NC form approved for the Library subscripton services, proprietary.
07/05/2024	4,905.95	250143	07/05/2024	1400	QIAamp Viral RNA Mini Kits	1000-40-1400-52010	Under $5k, Fair and reasonable, quote attached.
07/05/2024	5,547.03	250137	07/05/2024	1400	Electronic Work on Airplane	1000-40-1400-51120	
07/05/2024	7,500.00	250139	07/05/2024	5400	Hilton Head Airports	5400-90-0000-51130	
07/05/2024	5,100.00	250152	07/05/2024	5100	FBO SOFTWARE LICENSE	5100-90-0000-51040	
07/05/2024	11,330.02	250142	07/05/2024	1400	Spray System Parts for helicopter	1000-40-1400-51120	
07/05/2024	20,450.80	250144	07/05/2024	1201	FY25 STALIMS ANNUAL SVC MNT AGREEMENT	1000-20-1201-51110	
07/05/2024	18,742.26	250148	07/05/2024	1201	FY25 QUALTRAX ANNUAL SERVICE MAINT AGREEMENT	1000-20-1201-51110	
07/05/2024	3,552.00	250151	07/05/2024	5100	FY25 PEST CONTROL & ANNUAL TERMITE SERVICES	5100-90-0000-51110	Under $5k, Fair and reasonable, quote attached.
07/08/2024	71,970.00	250020	07/08/2024	1150	Rapid7 Renewal SHI Quote 24891558	1000-10-1150-51110	
07/08/2024	1,535,460.95	250120	07/08/2024	1201	FY25 MOTOROLA BLANKET PO Aug service work	1000-20-1201-51110	
07/08/2024	168,418.00	250121	07/08/2024	1201	FY25 MOTOROLA PAL800 BLANKET PO	1000-20-1201-51110	
07/08/2024	4,545.60	250165	07/08/2024	1620	WORLDSHARE ILL SERVICE JULY 1 2024 - JUNE 30 2025	1000-60-1620-51160	Under $5k, Fair and reasonable, quote attached.
07/08/2024	2,579,580.00	250100	07/08/2024	1243	DIRT ROAD PAVING #55 - IFB #032124	2342-30-0000-54500	
07/08/2024	56,444.45	250063	07/08/2024	1201	FY25 EVERBRIDGE NIXLE ANNUAL RENEWAL	1000-20-1201-51110	
07/08/2024	53,400.00	250128	07/08/2024	5400	AIR SERV DEVELOPMENT & MARKETING CONSULTANT	5400-90-0000-51160-A	
07/08/2024	3,317.00	250166	07/08/2024	1400	NAM-e-k-001 Testing Kits	1000-40-1400-52010	Under $5k, Fair and reasonable, quote attached.
07/09/2024	9,917.62	250160	07/09/2024	1152	Thomson Reuters Software Maintenance Renewal	1000-10-1152-51110	
07/09/2024	10,350.00	250177	07/09/2024	1600	DIXIE BOYS AND JR BOYS UMPIRE FEE	1000-60-1600-51360	
07/09/2024	5,262.26	250088	07/09/2024	1152	EnerGov Licensing Renewal	1000-10-1152-51110	
07/09/2024	5,026.86	250169	07/09/2024	3500	ROTARY CUTTER FROM ASSET 45854	5025-90-9020-52600	
07/09/2024	3,760.91	250149	07/09/2024	1201	FY25 LABX BALANCE SOFTWARE RENEWAL	1000-20-1201-51110	Under $5k, Fair and reasonable, quote attached.
07/09/2024	12,330.00	250097	07/09/2024	1152	Library Annual Software Subscription Maintenance	1000-10-1152-51110	
07/09/2024	10,919.00	250081	07/09/2024	1152	Aumentum Support Maintenance	1000-10-1152-51110	
07/09/2024	27,156.72	250146	07/09/2024	1201	SCDPS GRANT N2 GAS GENERATOR	2555-20-1201-57130-S	
07/09/2024	14,346.42	250095	07/09/2024	1152	Hannon Hill Annual Software Maintenance	1000-10-1152-51110	
07/09/2024	20,728.41	250093	07/09/2024	1152	Granicus Annual Software Maintenance	1000-10-1152-51110	
07/09/2024	10,111.50	250179	07/09/2024	1101	ANNUAL SMS PACKAGE	1000-10-1101-51160	
07/09/2024	19,015.00	250098	07/09/2024	1152	PubWorks Annual Software Maintenance Renewal	1000-10-1152-51110	
07/09/2024	38,941.80	250115	07/09/2024	5400	LANDSCAPING SERVICES AND LITTER CONTROL AT HXD	5400-90-0000-51110-M	
07/10/2024	391,200.00	250155	07/10/2024	5100	AVGAS FOR RESALE	5100-90-0000-58200	
07/10/2024	300,000.00	250156	07/10/2024	5100	JET FUEL FOR RESALE	5100-90-0000-58100	

07/10/2024	6,432.20	250180	07/10/2024	1330	OKATIE RIVER PARK PROJECT AND CAPICITY FEES	4502-80-0000-54420	
07/10/2024	45,523.20	250184	07/10/2024	1230	EMS COT MAINTENANCE CONTRACT	1000-20-1230-51110	
07/10/2024	267,206.64	250138	07/10/2024	5400	HH AIRPORT JANITORIAL SERVICES	5400-90-0000-51170	
07/10/2024	400,000.00	250175	07/10/2024	1250	INMATE MEALS	1000-20-1250-51200	renewal
07/10/2024	66,334.10	250064	07/10/2024	1201	FY25 SPILLMAN JULY 1,2024-DEC 31, 2024	1000-20-1201-51110	
07/10/2024	186,900.00	250170	07/10/2024	1330	DSN DISABILITIES AND SPECIAL NEEDS HVAC	4000-80-1310-54420-	competitively bid
07/10/2024	12,000.00	250014	07/10/2024	5010	RECYCLING COMMERCIALS	5010-90-1340-51000	
07/10/2024	40,000.00	250053	07/10/2024	5010	MAINTENANCE CONTRACT FOR CONVENIENCE CENTERS	5010-90-1340-51110	
07/10/2024	26,000.00	250055	07/10/2024	5010	COMPACTOR LEASING	5010-90-1340-54200	
07/10/2024	8,346.00	250183	07/10/2024	1310	R410A Refrigerant	1000-30-1310-51120	
07/10/2024	28,000.00	250024	07/10/2024	5010	UNIFORMS	5010-90-1340-52050	
07/10/2024	5,306.13	250186	07/10/2024	1230	EMS ONLINE TRAINING	1000-20-1230-51110	
07/10/2024	14,000.00	250016	07/10/2024	5010	SEPTIC TANK LEASING AND SERVICING	5010-90-1340-51070	
07/10/2024	4,716.00	250181	07/10/2024	1310	Lind Brown Center Trane roof top compressors	1000-30-1310-51120	Under $5k, Fair and reasonable, quote attached.
07/10/2024	12,236.72	250182	07/10/2024	1310	Maintenance Shop flooring	1000-30-1310-51130	
07/11/2024	3,133,200.00	250049	07/11/2024	5010	DISPOSAL CLASS 3 MSW	5010-90-1340-51166	
07/11/2024	4,117.50	250194	07/11/2024	1301	MCGARVEY'S CORNER LANDCAPING-PRUNING	1000-30-1301-51170	Under $5k, Fair and reasonable, quote attached.
07/11/2024	14,700.00	250195	07/11/2024	5010	HDR Consulting	5010-90-1340-51160	
07/11/2024	12,795.75	250196	07/11/2024	5010	HDR-General Services	5010-90-1340-51160	
07/11/2024	395,850.00	250051	07/11/2024	5010	DISPOSAL OF CLASS 2 YARD WASTE/C&D	5010-90-1340-51166	
07/11/2024	10,637.50	250193	07/11/2024	1120	Annual Assessment Notices	1000-10-1120-51030	
07/11/2024	56,000.00	250052	07/11/2024	5010	RECYCLING SERVICES	5010-90-1340-51166	
07/11/2024	10,000.00	250197	07/11/2024	3500	CINTAS UNIFORMS - FLEET	1000-10-3500-52050-	
07/11/2024	104,722.00	250008	07/11/2024	5010	WASTE TIRE SERVICE	5010-90-1340-51160	
07/11/2024	175,000.00	250011	07/11/2024	5010	DAUFUSKIE WASTE TRANSPORTATION	5010-90-1340-51160	renewal
07/11/2024	44,004.00	250131	07/11/2024	1301	FY24 ROLLOVER - LEGACY ROADS PROGRAM DEVELOPMENT	1000-30-1301-51160	
07/11/2024	4,247.75	250178	07/11/2024	1600	PLAYER/COACH SOUVENIRS	1000-60-1600-51360	Under $5k, Fair and reasonable, quote attached.
07/11/2024	24,075.00	250208	07/11/2024	1201	FY25 MOCK MECHANICAL TOWER HVAC MAINT BLANKET PO	1000-20-1201-51120	
07/11/2024	31,660.53	250207	07/11/2024	1201	FY25 LANDS END/FORT FREEMONT TOWER LEASE	1000-20-1201-51110	
07/11/2024	13,697.07	250204	07/11/2024	1201	FY25 GARDENS CORNER LEASE BLANKET PO	1000-20-1201-51110	
07/11/2024	11,000.00	250189	07/11/2024	1201	FY25 WTH THINK AVL CLIENT MAINT	1000-20-1201-51110	
07/11/2024	15,000.00	250190	07/11/2024	1201	FY25 WTH ANNUAL THINK GIS	2201-20-0000-51110	
07/11/2024	3,377.54	250201	07/11/2024	1201	FY25 LAB BALANCES ANNUAL CALIBRATIONS	1000-20-1201-51110	Under $5k, Fair and reasonable, quote attached.
07/11/2024	46,431.58	250205	07/11/2024	1201	FY25 ARCHER/ARROW ROAD TOWER LEASE BLANKET PO	1000-20-1201-51110	
07/11/2024	36,836.89	250206	07/11/2024	1201	FY25 PRITCHARDVILLE TOWER LEASE BLANKET PO	1000-20-1201-51110	
07/11/2024	5,877.95	250203	07/11/2024	1201	NUTANIX SERVER SUPPORT	1000-20-1201-51110	
07/11/2024	3,210.00	250200	07/11/2024	1201	FY25 AUTOMATIC LIC READER SOFTWARE SUPPORT	1000-20-1201-51110	Under $5k, Fair and reasonable, quote attached.
07/11/2024	26,239.08	250199	07/11/2024	1201	NEW LAPTOPS TO UPGRADE TO WINDOWS 11	1000-20-1201-52600	
07/11/2024	6,500.00	250217	07/11/2024	1143	EasyVote Elections Database Platform	1000-10-1143-52010	
07/15/2024	24,000.00	250209	07/15/2024	1250	INMATE CHAPLIN SERVICES	2241-20-0000-57700	
07/12/2024	1,612,706.56	250202	07/12/2024	1250	INMATE MEDICAL SERVICE	1000-20-1250-51160	exempt - renewal
07/12/2024	30,316.89	250084	07/12/2024	1115	AED Equipment and Supplies	1000-10-1115-52010	
07/12/2024	14,500.00	250220	07/12/2024	2441	floor cleaning	2441-40-0000-51220	
07/12/2024	7,485.00	250225	07/12/2024	1160	MAG class/comp Study FY25	1000-10-1199-56010	
07/12/2024	17,215.20	250173	07/12/2024	5100	ARW TURBINE BLOWER AND CONTOUR MOWER	5100-90-0000-54200	
07/12/2024	49,920.00	250221	07/12/2024	2441	landscaping services	2441-40-0000-51270	renewal
07/12/2024	41,491.93	250227	07/12/2024	1201	FY25 NETMOTION ABSOLUTE SOFTWARE AGREEMENT MAINT	1000-20-1201-51110	
07/12/2024	22,000.00	250047	07/12/2024	5010	DISPOSAL MSW DAUFUSKIE	5010-90-1340-51166	
07/12/2024	11,950.00	250230	07/12/2024	1400	Starter Generator for Helicopter Mos Con	1000-40-1400-51120	
07/12/2024	14,000.00	250213	07/12/2024	1600	Annual Bill for RecDesk	1000-60-1600-51160	
07/12/2024	104,697.80	250092	07/12/2024	1152	TrueRoll Annual Software Maintenance- Assessor's	1000-10-1152-51110	
07/12/2024	55,221.00	250096	07/12/2024	1152	Nintex Forms Annual Software Maintenance	1000-10-1152-51110	
07/15/2024	1,000,000.00	250033	07/15/2024	5010	RECYCLING HAULER	5010-90-1340-51166	competitively bid
07/15/2024	57,770.90	250089	07/15/2024	1152	ESRI Annual Software Maintenance	1000-10-1152-51110	
07/15/2024	89,040.05	250218	07/15/2024	1143	ES&S Maintenance Service Contract	1000-10-1143-51110	

07/15/2024	50,150.00	250211	07/15/2024	1201	FY25 CAROLINA RECORDING SYSTEMS MAINT AGREEMENT	2201-20-0000-51110	
07/15/2024	36,800.00	250076	07/15/2024	1301	BLANKET PURCHASE ORDER FOR UNIFORMS-PW	1000-30-1301-52050	
07/15/2024	31,200.00	250185	07/15/2024	2400	CONSULTING SERVICES FOR OPIOID RECOVERY FUND	2239-40-0000-51160	
07/15/2024	4,455.00	250157	07/15/2024	5400	TWO (2) CORDLESS ELECTRIC ROTARY SAW W/BATTERIES HHAirP	5400-90-0000-54200	Under $5k, Fair and reasonable, quote attached.
07/15/2024	33,696.00	250171	07/15/2024	1020	Zendesk Yearly Renewal Membership	1000-10-1020-51160 *	
07/15/2024	34,029.60	250150	07/15/2024	5100	JANITORIAL SERVICE FOR BEAUFORT EXECUTIVE AIRPORT	5100-90-0000-51170	renewal
07/15/2024	6,777.69	250237	07/15/2024	1310	BIV #3 generator repairs	1000-30-1310-51120	
07/15/2024	9,612.75	250235	07/15/2024	1310	Battery Creek Pool pump replacement	1000-30-1310-51120	
07/15/2024	8,975.00	250236	07/15/2024	1310	BIV#3 A/C REPLACEMENT DAMAGED BY LIGHTNING	1000-30-1310-51130	
07/16/2024	10,000.00	250239	07/16/2024	3500	BLANKET PO FOR BLANCHARD EQUIPMENT	1000-10-3500-51300-	
07/16/2024	7,740.00	250234	07/16/2024	1150	CP-8841 Replacement Phone -Storm Damage	1000-10-1150-51050	
07/16/2024	4,534.13	250198	07/16/2024	3500	GENEARTOR FOR ASSET 41868 (BOOKMOBILE)	1000-10-3500-52600-	Under $5k, Fair and reasonable, quote attached.
07/16/2024	4,625.00	250238	07/16/2024	1301	EXCAVATOR MULCHING - OLD RAIL BED RD	1000-30-1301-51170	Under $5k, Fair and reasonable, quote attached.
07/16/2024	340,450.00	250229	07/16/2024	1201	BEARCAT ARMORED VEHICLE	4000-80-1201-54000-	
07/16/2024	188,828.42	250082	07/16/2024	1152	EnerGov Annual Software Maintenance	1000-10-1152-51110	
07/16/2024	253,553.54	250099	07/16/2024	1152	Tyler-Munis Annual Software Maintenance	1000-10-1152-51110	
07/16/2024	1,945,000.00	250044	07/16/2024	5010	WASTE HAULING	5010-90-1340-51165	
07/16/2024	147,330.00	250159	07/16/2024	1152	Novatime Annual Software Maintenance	1000-10-1152-51110	
07/16/2024	72,954.00	250212	07/16/2024	1160	Group Benefit Fee Policy period 8/1/24 to 7/31/25	1000-10-1160-51160	renewal
07/16/2024	99,635.00	250228	07/16/2024	1230	EMS Cardiac Monitor Service Agreement	1000-20-1230-51110	
07/16/2024	115,000.00	250038	07/16/2024	5010	E-WASTE HAULING SERVICES	5010-90-1340-51166	
07/16/2024	183,700.00	250019	07/16/2024	5010	HAZARDOUS WASTE DISPOSAL	5010-90-1340-51160	
07/16/2024	162,800.00	250035	07/16/2024	5010	DISPOSAL/RECYCLE CLASS 1 YARD WASTE	5010-90-1340-51166	
07/17/2024	8,387.72	250246	07/17/2024	1310	Emergency Generator Rental for BIV#3 IT Server Ro	1000-30-1310-51130	
07/17/2024	269,183.00	250078	07/17/2024	1152	Aumentum Annual Software Maintenance	1000-10-1152-51110	
07/17/2024	3,764.70	250253	07/17/2024	1101	SC Rules of Court Publication	1000-10-1081-51310	Under $5k, Fair and reasonable, quote attached.
07/17/2024	4,388.29	250214	07/17/2024	1600	Portable Restroom Invoice for DBB World Series	1000-60-1600-51360	Under $5k, Fair and reasonable, quote attached.
07/17/2024	9,732.74	250249	07/17/2024	1201	FY25 AUTO LIC PLATE READER EXT WARRANTY	1000-20-1201-51110	
07/17/2024	8,967.00	250248	07/17/2024	1201	FY25 CELLEBRITE INSEYETS ONLINE PRO SUBSCRIPTION	1000-20-1201-51310	
07/17/2024	40,375.38	250252	07/17/2024	1116	OpenGOV Procurement Software for Procurement	1000-10-1116-51110	
07/17/2024	15,500.00	250255	07/17/2024	5400	INBOUND - EXPEDIA/VRBO AUG-DEC 2024	5400-90-0000-51000	
07/18/2024	28,600.00	250256	07/18/2024	5400	BULLETIN/UNIT 8773 (DIGITAL) 070124 TO 063025 HH AP	5400-90-0000-51000	
07/18/2024	8,400.00	250267	07/18/2024	1301	REMOVAL OF DAMAGED TREES - BIV 3	1000-30-1301-51170	
07/18/2024	5,429.09	250275	07/18/2024	1600	Sand Filter for Alvin Settles	1000-60-1600-52010	
07/19/2024	11,179.61	250257	07/19/2024	1201	FY25 AIRGAS BLANKET PO	1000-20-1201-52010	
07/19/2024	16,948.80	250281	07/19/2024	1400	Vectomax FG (Adulticide)	1000-40-1400-52010	
07/19/2024	4,985.56	250260	07/19/2024	1201	ROUTINE CONSUMABLES	1000-20-1201-52010	Under $5k, Fair and reasonable, quote attached.
07/19/2024	16,975.00	250269	07/19/2024	1201	VESTA Software Cyber Security Sherriffs Office	2201-20-0000-51110	
07/19/2024	3,999.00	250280	07/19/2024	3500	ASCENDUM MACHINERY - PW - Fuel Management	1000-10-3500-51300-	Under $5k, Fair and reasonable, quote attached.
07/19/2024	39,323.44	250261	07/19/2024	1201	ROUTINE CONSUMABLES FOR DNA TESTING	1000-20-1201-52010	
07/19/2024	23,886.54	250258	07/19/2024	1201	ROUTINE CONSUMABLES FOR DNA TESTING	1000-20-1201-52010	
07/19/2024	12,191.15	250266	07/19/2024	1201	Evidence Locker supplies Sherriffs Office	2555-20-1201-57130-S	
07/19/2024	5,357.47	250268	07/19/2024	1201	PCN Strategies, Radio Shop Sherriffs Office -State Contract	1000-20-1201-52010	
07/19/2024	9,913.00	250283	07/19/2024	5100	AIRCRAFT TUG	5100-90-0000-54200	
07/19/2024	6,122.33	250285	07/19/2024	1310	Ice Machine Replacement	1000-30-1310-51130	
07/22/2024	313,073.00	250164	07/22/2024	1301	LANDSCAPE MAINTENANCE SERVICES	1000-30-1301-51110	renewal
07/22/2024	55,000.00	250277	07/22/2024	5400	DIGITAL MARKETING PROGRAM 7/1/2024-12/31/2024	5400-90-0000-51000	
07/22/2024	7,479.30	250232	07/22/2024	1150	Docking Stations Quote No. 3000178975784.1	1000-10-1150-52600	
07/22/2024	675,501.07	250263	07/22/2024	1201	Vesta 911 Hardware/Software Sherriffs Office	2201-20-0000-54200	
07/22/2024	185,226.44	250145	07/22/2024	5400	AIRLINE NEGOTIATIONS 2119-1803	5400-90-0000-51160-A	
07/23/2024	2,080.00	250288	07/23/2024	2441	Music Therapy	2441-40-0000-51160-D	Under $5k, Fair and reasonable, quote attached.
07/23/2024	18,000.00	250289	07/23/2024	2441	CTH I caregiver	2441-40-0000-51220-C	
07/23/2024	11,520.00	250293	07/23/2024	2441	Intensive Behavioral Intervention Services	2441-40-0000-51160-C	
07/23/2024	30,000.00	250292	07/23/2024	2441	Psychiatric Services	2441-40-0000-51160-B	
07/23/2024	28,560.00	250286	07/23/2024	1152	Application Extender Annual Software Maintenance	1000-10-1152-51110	

07/23/2024	16,638.63	250233	07/23/2024	1150	7450 laptops Quote 3000178984727.1	1000-10-1150-52600	
07/23/2024	1,813.64	250294	07/23/2024	1150	Latitude 7450 Quote#3000179261056.1	1000-10-1150-52600	Under $5k, Fair and reasonable, quote attached.
07/23/2024	22,888.90	250141	07/23/2024	1150	Enterprise Ransomware Detection Renewal	1000-10-1150-51110	
07/23/2024	9,925.00	250188	07/23/2024	1154	MAINTENANCE CONTRACTS	1000-10-1154-51110	
07/23/2024	13,800.00	250295	07/23/2024	1130	Landscaping services from 278 Median -RH to Berk	1000-10-1130-51160	
07/23/2024	38,520.00	250291	07/23/2024	1400	MOSQUITO CONTROL ADULTICIDING PRODUCT	1000-40-1400-52010	
07/24/2024	170,000.00	250107	07/24/2024	9010	WATER QUALITY MONITORING SERVICES	5025-90-9010-51160	
07/24/2024	162,610.85	250119	07/24/2024	1243	PAUKIE ISLAND CAUSEWAY CULVERT REPLACEMENT	2342-30-0000-51160	on call contract
07/24/2024	145,000.00	250231	07/24/2024	5400	AIR TRAFFIC CONTROL TOWER RADIOS	5402-90-0000-57130	
07/24/2024	626,971.26	250272	07/24/2024	1150	Microsoft Enterprise Agreement Renewal	1000-10-1150-51110	
07/24/2024	421,623.28	250136	07/24/2024	5400	SECURITY SERVICES @ HHI AIRPORT	5400-90-0000-51160-S	renewal
07/24/2024	6,500.00	250300	07/24/2024	5400	BULLETIN/UNIT #W8341/278 250FT FOREMAN HILL RD SS	5400-90-0000-57999 *	
07/24/2024	2,869.20	250303	07/24/2024	1152	QFlow Maintenance and Upgrade	1000-10-1152-51110	Under $5k, Fair and reasonable, quote attached.
07/24/2024	38,399.00	250244	07/24/2024	1310	IFB050924 Pest Control Services for Beaufort Coun	1000-30-1310-51220	
07/24/2024	36,050.10	250250	07/24/2024	1150	Catalyst 9300 48-port UPOE, Network Advantage	1000-10-1150-52600	
07/24/2024	25,920.00	250245	07/24/2024	1310	IFB 051624 Dumpster Rental Services	1000-30-1310-51220	
07/24/2024	15,517.00	250254	07/24/2024	1100	SJBC relocation and mitigation	5402-90-0000-51160	
07/24/2024	8,800.00	250290	07/24/2024	2441	Nutritionist Services	2441-40-0000-51160-B	
07/24/2024	4,850.00	250305	07/24/2024	1310	DETENTION CENTER SALLYPORT DOOR SLATE REPLACEMENT	1000-30-1310-51130	Under $5k, Fair and reasonable, quote attached.
07/25/2024	90,000.00	250106	07/25/2024	9010	STORMWATER EDUCATION & PUBLIC INFO OUTREACH	5025-90-9010-51160	
07/25/2024	76,390.00	250274	07/25/2024	1020	2024 Delinquent Tax Sale Advertisment	2011-10-0000-51000	
07/25/2024	4,999.00	250307	07/25/2024	3500	BEUAFORT AND BLUFFTON FUEL STATION REPAIRS	1000-10-3500-51120-	Under $5k, Fair and reasonable, quote attached.
07/25/2024	53,804.74	250299	07/25/2024	1400	MOSQUITO LARVICIDING PRODUCTS	1000-40-1400-52010	
07/25/2024	9,000.00	250306	07/25/2024	1230	EMS FIRST RESPONDER PROJECT AD CAMPAIGN	2555-20-0000-51160-1	
07/25/2024	31,461.00	250297	07/25/2024	1301	RESTOCK AGGREGATE	1000-30-1301-52010	
07/29/2024	8,305.34	8	07/29/2024	1610	BINOCULAR VIEWING MACHINES FOR WIDGEON POINT	1000-60-1610-52600	
07/29/2024	66,000.00	250273	07/29/2024	5010	HDR COMPOST FACILITY PERMIT	5010-90-1340-51160	on call contract
07/29/2024	50,000.00	250276	07/29/2024	5010	HDR COMPOST GRANT IMPLEMENTATION	2555-10-0000-57130-N	on call contract
07/29/2024	388,788.66	250262	07/29/2024	1201	MOBILE RADIOS	4000-80-1201-54000-	
07/29/2024	85,000.00	250259	07/29/2024	5400	BULLETIN/UNIT 74211 11.04.24 - 11.02.25	5400-90-0000-57999 *	
07/29/2024	39,287.76	250243	07/29/2024	1310	BEAUFORT COUNTY ELEVATOR MAINTENANCE	1000-30-1310-51220	
07/29/2024	38,213.26	250304	07/29/2024	1150	9500 Switch - Data Center	1000-10-1150-52600	
07/29/2024	5,092.00	250313	07/29/2024	1310	BIV #3 Fire Suppression system replacement	1000-30-1310-51130	
07/29/2024	19,500.00	250302	07/29/2024	1330	EMS ADMIN OFFICE AND FIRE STATION 1	4000-80-1230-54420-	

COUNTY COUNCIL

CITIZENS COMMENTS 1ST PORTION

AGENDA ITEMS ONLY

DATE: 08-26-24
PRINT FULL NAME: Kade Yarborough
Agenda Item to be addressed: Daufuskie Ferry

ADD-ONS

COUNTY COUNCIL

CITIZENS COMMENTS 1ST POR

AGENDA ITEMS ONLY

DATE: 8-26-2024
PRINT FULL NAME: Freddie Grant Jr
Agenda Item to be addressed: 231 Haig point Rd Daufuskie Island

COUNTY COUNCIL

CITIZENS COMMENTS 1ST PORTION

AGENDA ITEMS ONLY

DATE: 8/26/24
PRINT FULL NAME: Eddie Pennebaker
Agenda Item to be addressed: Daufuskie Ferry

COUNTY COUNCIL

CITIZENS COMMENTS 1ST PORTION

AGENDA ITEMS ONLY

DATE: 8/26
PRINT FULL NAME: Judith Wilson
Agenda Item to be addressed: Daufuskie Ferry

COUNTY COUNCIL

CITIZENS COMMENTS 1ST PORTION

AGENDA ITEMS ONLY

DATE: 8-26-24
PRINT FULL NAME: Pam Cobb
Agenda Item to be addressed: Ferry

COUNTY COUNCIL

CITIZENS COMMENTS 2nd PORTION

Any Topic

DATE: 8/26/24
PRINT FULL NAME: Carrie B. Major
TOPIC: St Helena Youth + Community Ctr.

COUNTY COUNCIL

CITIZENS COMMENTS 2nd PORTION

Any Topic

DATE: 8/26/2024
PRINT FULL NAME: George Brown
TOPIC: St. Helena Cemetary

COUNTY COUNCIL

CITIZENS COMMENTS 2nd PORTION

Any Topic

DATE: 26 Aug 2024
PRINT FULL NAME: Miller 1-42
TOPIC: Burial Grounds

COUNTY COUNCIL

CITIZENS COMMENTS 2nd PORTION

Any Topic

DATE: 8/26/24
PRINT FULL NAME: Arnold L Brown
TOPIC: CPO ZONING

COUNTY COUNCIL

CITIZENS COMMENTS 1ST PORTION

AGENDA ITEMS ONLY

DATE: 8/26/24
PRINT FULL NAME: Karen Radford
Agenda Item to be addressed: Eustis Landing #21

COUNTY COUNCIL

CITIZENS COMMENTS 1ST PORTION

AGENDA ITEMS ONLY

DATE: 8/26/2024
PRINT FULL NAME: ANN MARIE UBELIS
Agenda Item to be addressed: ITEM #16

COUNTY COUNCIL

CITIZENS COMMENTS 1ST PORTION

AGENDA ITEMS ONLY

DATE: 8/26/24
PRINT FULL NAME: CONWAY @ IVY
Agenda Item to be addressed: # 16

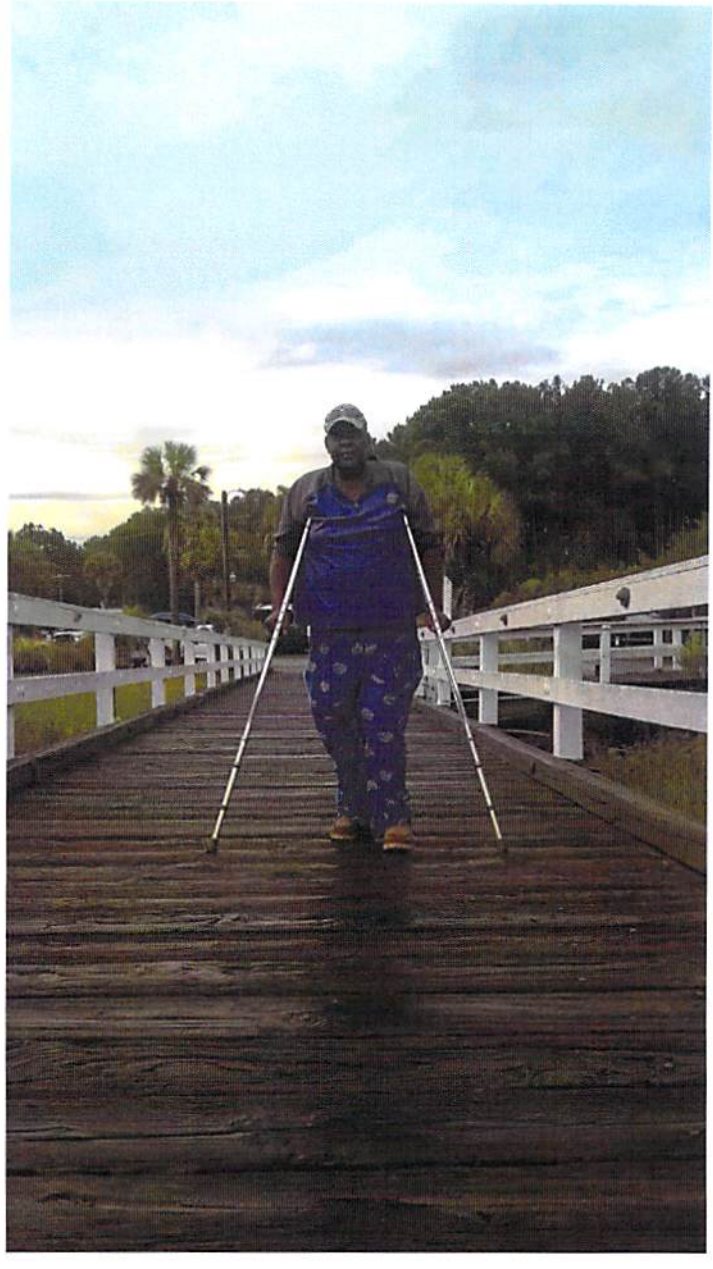
COUNTY COUNCIL

CITIZENS COMMENTS 1ST PORTION

AGENDA ITEMS ONLY

DATE: 8-26-24
PRINT FULL NAME: Theodore Garcia
Agenda Item to be addressed: 16

ADD-ONS



Petition to Terminate Lowcountry Ferry's Contract and Provide the Contract to an Alternate Vendor

We, the undersigned, request that Beaufort County terminate the contract with Lowcountry Ferry and give the contract to a newly formed group of Daufuskie islanders with a vested interest in ensuring exceptional service which will utilize the previous, well-suited ferry vessels to deliver that service.

WE BELIEVE

1. That the procurement process was fatally flawed, with little to no public discussion nor input from the ridership of the ferry regarding the service during county meetings, which utilized a numerical rating system in which reviewers inexplicably awarded equal or similar points for experience and understanding of the scope of work to both the previous vendor of 7 years and a provider with no experience running a ferry who had neither ridden the previous ferry nor visited the island he was to service, nor was able to correctly spell the name of that island, and further awarded the contract to a vendor with no vessels and only a non-binding letter of intent on the claimed vessels. The county moreover neglected to re-score or reject the bid when it learned that Lowcountry Ferry was not in possession of the vessels stated in their RFP, which occured prior to the acceptance of Lowcountry Ferry as the vendor.
2. The current vendor is non-compliant with the contract, including but not limited to:
   (a) Repeatedly failing to provide a climate-controlled boat, as required in Section Two of that contract, including during January when frostbite warnings were in effect and during the summer when interior boat temperatures reached in excess of 90 degrees.
   (b) Non-compliance with federal and state law, as required in Section Two of the contract, in particular the Americans with Disabilities Act. Some disabled residents have been unable to leave or return to the island, and those that have been able to utilize the service have repeatedly not been provided aid to board the vessels as promised by the vendor and required by law under the Americans with Disabilities Act.

(c) Insufficient safety and emergency equipment has been provided as required in Section Two of the contract, as demonstrated by Lowcountry Ferry's inability to successfully rescue a passenger that had gone overboard. Life vests are moreover stored above the passenger cabin and are only accessible by a narrow staircase that would likely not be accessible during an emergency, particularly by the disabled. Moreover, no ramp whatever was provided for entry in to the boat for the first months of the contract, and so passengers had to simply cross the gap between the dock and the boat with nothing below, presenting a significant hazard, especially to those in wheelchairs.

(d) The failure to provide two qualified vessels. As the Manatee II is not even facially ADA compliant as required under 49 CFR Part 37, having a cabin door of 28" in width rather than the ADA required 32", a second vessel will not remedy this violation of the contract.

(e) The vendor is in violation of Section Fourteen which requires the vendor to "...take proper safety, health, and security precautions to protect... the public at all times..." There have been repeated accidents aboard the vendor's vessel, including head injuries requiring medical treatment due to the doorway in to the cabin, a resident's pants catching fire due to an unsecured and improper heater aboard, a man overboard incident due to the unsecured ramp in to the vessel collapsing, a severe list occurring on the boat during bad weather causing concern of a capsize, and most recently during an August 18th run of the ferry, the crew neglected to untie from one of the cleats on the dock, tearing it from the dock and sending it in to the boat, where it struck a crew member on the head and arm.

(f) The vendor will also likely violate Section Eighteen's requirement for the vendor to provide for the evacuation of residents and visitors should that become necessary. In response to an inquiry by Daufuskie Island Council, Lowcountry Ferry stated that its intention was to provide the Manatee and two additional boats for the first two runs during a mandatory evacuation, with a capacity of 150 passengers for each of these runs, then return to the regularly schedule and run only a single boat. As this would not be sufficient to evacuate just the residents of the island, let alone visitors to it, this plan is insufficient and violates the contract.

3. Lowcountry Ferry has repeatedly changed its rules in an arbitrary, capricious, and seemingly punitive fashion making it difficult for residents to obtain supplies and return with them. An example of this is that additional charges may apply to approved carts used for transportation of goods should any goods within the cart stick up above the sides. Given that the carts are not vertically stacked, this rule seems to serve no rational purpose. Moreover, given that rules change frequently and arbitrarily, often with little notice, the excess fees charged likely constitute unlawful

unfair and deceptive fees within the meaning of the Federal Trade Commision Act.

4. Lowcountry Ferry has engaged in conduct that many would class as harassment, such as following and recording single women, and an arbitrary ban on entire family who has been outspoken on the deficiencies of the ferry, based upon on supposed violation of rules that do not appeared to be stated anywhere. When Daufuskie Island Council requested the reason for banning this family, Neil Turner refused to discuss the matter.

5. The deficiencies of the service have caused significant, negative economic impacts to islanders and their businesses, including extra fees amounting to $2000 per family a year, difficulty maintaining employment on the mainland due to the additional 45 minutes of transit time, and an 80-90% reduction in business for many businesses on the island. Recently, an islander's business established 15 years ago was shuttered as a direct result of these economic impacts. The county will moreover see a marked decline in accommodation, sales, and property taxes as direct result of these impacts.

6. The vendor also has not made a good-faith effort to remedy defaults of contract. In response letter dated July 10th, to the county's letter of noncompliance, the operator claimed that he was in compliance with the contract, despite the significant and repeated violations detailed above. The vendor has also not meaningfully engaged with South Carolina Disability Rights regarding violations of the Americans with Disabilities Act, nor provided remedy to those complaints. Concerns have also been raised by the Daufuskie Island Council, and communications have occurred with the vendor, to little effect.

We respectfully request that Beaufort County exercise its rights to terminate the contract due to the vendor's default and failure to make a good faith effort to remedy their default and reopen bidding on the ferry system.

ADD-ONS

The CPO Zoning of 1999

is based on a Solid Foundation.

Matthews 7:24-27 Wise builder, life based teachings, examples
Luke 6: 46-49 Digs deep and lay the foundation on the rock.
"Anchor" Hebrews 6:19-20 "Sure and Steadfast"

1. **The CPO Zoning of 2022 / 2023**
2. **BC 2040 Comprehensive Plan**
3. **BC Planning Department recommendations**
4. **SPOT Zoning / Illegal in S.C. & several states**
5. **S.C. Governor McNair support**
6. **S.C. Elected officials support**
7. **Local News papers editors support**
8. **S.C. Title No. 6, Chapter 29 dated 1994**
9. **U.S. Supreme Court Cases, 1927 Euclid Vs Ambler Realty**
10. **S.C. Supreme Court Cases, 1963 Bob Jones U. Vs Greenvile**
11. **Charleston S.C. Court Cases, 2010 Hotel in Historic district**
12. **Support by several Conservation groups**
13. **Petition signed by over + 20,000 supporters**
14. **Prevent damage to the Natural Environment**

Summary: The CPO Zoning of 1999 has a <u>solid footing.</u>

Preserve Cultural Heritage St Helena Island

1988 Historic Designation

1999 Cultural Protection Overlay Zoning Adopted

2006 Congress adopts Gullah/Geechee Cultural Corridor

2021 Comprehensive Plan

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

AN ORDINANCE TO REPEAL AND REPLACE BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VII, DIVISION 4 (BEAUFORT COUNTY PURCHASING ORDINANCE); TO ESTABLISH NEW POLICIES OF CENTRALIZED PURCHASING AND COMPETITIVE BIDDING FOR COUNTY AGENCIES (A NEW PURCHASING ORDINANCE); DELEGATING PURCHASING AUTHORITY TO THE COUNTY PURCHASING DIRECTOR; ESTABLISHING PROCEDURES FOR THE PURCHASING OF GOODS AND SERVICES AS REQUIRED BY COUNTY AGENCIES; AND OTHER MATTERS RELATED THERETO

MEETING NAME AND DATE:

Finance, Administration, and Economic Development, August 26, 2024

PRESENTER INFORMATION:

John Robinson, Acting Chief Financial Officer

ITEM BACKGROUND:

State law (S.C. Code Sec. 11-35-5320) requires Counties to adopt ordinances or procedures embodying sound principles of appropriately competitive procurement. Pursuant to state law, Beaufort County adopted its present purchasing ordinance in 1982. The County has amended the ordinance several times in the intervening years. In 2023 Council retained the services of Haynsworth Sinkler Boyd to, among other things, draft a new and updated purchasing ordinance. Staff worked with Haynsworth Sinkler Boyd to draft a new purchasing ordinance that embraces good procurement principles of integrity, transparency, uniformity, and accountability. If adopted, this ordinance will repeal and replace the existing purchasing ordinance.

PROJECT / ITEM NARRATIVE:

See above

FISCAL IMPACT:

There will be no fiscal impact to the County. This action repeals Beaufort County's current procurement code and replaces it with an updated code.

STAFF RECOMMENDATIONS TO COUNCIL:

Repeal the current ordinance and adopt the proposed purchasing ordinance

OPTIONS FOR COUNCIL MOTION:

Adopt the ordinance as proposed, modify the ordinance as proposed, deny the ordinance.

ORDINANCE 2024/_____

AN ORDINANCE TO REPEAL AND REPLACE BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VII, DIVISION 4 (BEAUFORT COUNTY PURCHASING ORDINANCE); TO ESTABLISH NEW POLICIES OF CENTRALIZED PURCHASING AND COMPETITIVE BIDDING FOR COUNTY DEPARTMENTS AND ELECTED OFFICIALS (A NEW PURCHASING ORDINANCE); DELEGATING PURCHASING AUTHORITY TO THE COUNTY PURCHASING DIRECTOR; ESTABLISHING PROCEDURES FOR THE PURCHASING OF GOODS AND SERVICES AS REQUIRED BY COUNTY DEPARTMENTS AND ELECTED OFFICIALS; AND OTHER MATTERS RELATED THERETO

WHEREAS, Beaufort County is required by the South Carolina Code of Laws, Section 11-35-5320, to adopt competitive procurement policies; and

WHEREAS, Beaufort County's existing Purchasing Ordinance was originally adopted in 1982. The Ordinance has been amended several times. The most significant and most comprehensive amendment took place in 1996, more than twenty-six years ago; and

WHEREAS, Council wishes to update the County's existing Purchasing Ordinance, Policies, Procedures and Regulations by repealing the existing Ordinance and by adopting a new Ordinance that embodies sound principles of appropriately competitive procurement; and

WHEREAS: The new Ordinance is set forth in Exhibit "A" which is attached hereto and incorporated herein by reference. The purpose of the Ordinance is to set forth a centralized purchasing system that provides for fair and equitable treatment of all persons involved in public purchasing by Beaufort County Departments, Elected and Appointed Officials, to maximize value in public procurement, and to provide safeguards for maintaining a procurement system that is based on integrity, transparency, uniformity, and accountability; and

WHEREAS, the provisions of this Ordinance, as set forth in Exhibit "A", shall apply to all contracts and to the procurement of all supplies, services, and construction, entered into by Beaufort County Departments, Elected and Appointed Officials after the effective date of the Ordinance. It shall apply to every expenditure of public funds for public purchasing irrespective of the source of the funds. When procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal laws and regulations. Nothing in this Ordinance shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with the law.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL That: Chapter 2, Article VII, Division 4 (Beaufort County Purchasing Ordinance) is hereby repealed, and a new Purchasing Ordinance for Beaufort County Public Departments and Elected Officials as set forth in Exhibit "A" is hereby adopted.

Adopted this _____ day of 2024. This Ordinance shall take effect immediately upon Third and Final Reading by County Council.

COUNTY COUNCIL OF BEAUFORT COUNTY

_____
By: Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

Part 1-General Ordinances, Chapter 2-Administration, Article VII-Finance,
DIVISION 4. – PROCURMENT SERVICES

Sec. 2-501. Title.
This Division shall be known as and may be cited as the "Beaufort County Procurement Ordinance".

Sec. 2-502. General Provisions.

(a) *Statement of Policy and Application.* It shall be the policy of Beaufort County Council that all goods and services required by County Departments, Appointed Officials, and Elected Officials shall be procured by centralized purchasing procedures based on integrity, transparency, uniformity, and accountability. The provisions of the Beaufort County Procurement Ordinance shall apply to all contracts and to the procurement of all supplies, services, and construction entered into by Beaufort County Departments, Appointed Officials, and Elected Officials. It shall apply to every expenditure of public funds for public purchasing irrespective of the source of the funds.

(b) *Intent and Purpose*. It is the intent of County Council that a primary concern of county government be the effective provision of services to the citizens of the County in a competitive, efficient and economical way, and that all purchases of goods and services be conducted with a primary concern for the efficient and economical use of revenues provided by its citizens. The purpose of the procedures, requirements, regulations, and processes set forth in this Division, hereinafter collectively referred to as the "Procedures", is to adopt procurement practices that are appropriately competitive and allow the County:

(1) to provide increased economy in County procurement activities and to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the County and in compliance with the provisions of the Ethics Government Accountability and Campaign Reform Act;

(2) to foster effective broad-based competition for public procurement within the free enterprise system;

(3) to provide a clear and comprehensive ordinance governing procurement by the County and to permit the continued development of explicit and thoroughly considered procurement policies and practices;

(4) to ensure the fair and equitable treatment of all persons who deal with the County's procurement system which will promote increased public confidence in the procedures followed in public procurement; and

(5) to provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process.

Sec. 2-503. Definitions.

Except as specifically defined in this Section, all words used in this Division have their customary dictionary meaning. For purposes of this Division the following words, terms and phrases shall have the meanings ascribed in this Section, except where the context clearly indicates a different meaning:

After the Fact Purchase means a request to create a purchase order in support of a good, service, or contract which has already been received or executed. Purchase orders or contracts as a result of an "Emergency Purchase" are not considered an "After the Fact" purchase.

Authorized Person means those Officials or Employees authorized to execute County Contracts as set forth in Section 2-506.

Brand name or Equal Specification means a specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet county requirements, and which provides for the submission of equivalent products.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Capital Assets means a County owned item, acquired through purchase, donation, construction or transfer, which has tangible value of Five Thousand ($5,000) Dollars or greater and a useful life of greater than two (2) years. The County Asset Manager under the direction of the Procurement Services Director may deem any county owned item as a managed capital asset.

Change Order or *Contract Modification* means a written document signed and issued by an Authorized Person and a contractor of the County altering the specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties of the contract.

Competitive Bid Process means an informal or formal procurement process requesting from sellers or vendors quotes, bids, qualifications and proposals from qualified vendors for the provision of a goods or services. This process requires an Employee to evaluate each vendor response and select the vendor who offers the lowest price, is most qualified, or is the best value to the County.

Construction means the process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contract means all types of County agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, property or construction.

Contractor means any person having a contract with the County.

Contractors On-Call List means a project delivery method where a vendor or groups of vendors after a competitive solicitation process are selected to provide services or materials to the County for one or more types of projects over an extended period of time but limited to a time period not to exceed three (3) years.

Construction Management at-Risk means a project delivery method in which the County awards separate contracts, one for design services to design a project and the second to a construction manager at-risk for both construction of the project according to the design and construction management services, which include but are not limited to those Professional Services associated with contract administration, project management, and other services provided in connection with the administration of a construction project.

Co-operative Purchasing Entity means an organization or alliance of municipalities or other governmental bodies throughout the United States established in part to achieve economies of scale and innovations through group purchasing strategies, shared resources and centrally administered competitive procurement processes to afford value and discount pricing programs to its members.

County means Beaufort County, a political subdivision of the State of South Carolina.

Delegation of Authority or *Delegate Authority* means the transfer of decision-making power, responsibilities and authority from one individual to another individual, where said transfer shall only be deemed to have occurred if memorialized in writing and signed by the assignor.

Design Services means those Professional Services associated with the practice of architecture, professional engineering, land surveying, landscape architecture, and interior design pertaining to construction, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including without limitation studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual design, plans and specifications, construction documents, cost estimates, construction observations, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals and other related services.

Design-Bid-Build means a project delivery method in which the County sequentially awards separate contracts following separate competitive processes. The first for design services to design a project and the second for construction of the project according to the design.

Design-Build means a project delivery method in which the County enters into a single contract for design and construction of a project.

Design-Build-Finance-Operate-Maintain means a project delivery method in which the County enters into a single contract for design, construction, finance, maintenance, and operation of a project over a contractually defined period.

Design-Build-Operate-Maintain means a project delivery method in which the County enters a single contract for design, construction, maintenance, and operation of a project over a contractually defined period.

Emergency Procurement means the purchase of goods or services when there exists an imminent threat of harm to public health, welfare, critical economy and efficiency, government operations, or safety under emergency conditions.

Employee(s) means any individual who is monetarily compensated, draws a salary or wage from the County, excluding elected and appointed officials; and any other compensated individual performing services for the County or any department, agency, commission, council, board, or any other entity established by the County, excluding contractors and subcontractors; and whereby this definition is solely applicable to the Beaufort County Procurement Ordinance.

Financial interest means ownership of or ownership in, and should be determined when:

a. any interest of immediate family or involvement in any relationship from which, or as a result of, a person within the past year has received, or is presently or in the future entitled to receive, equal to or greater than Five Hundred ($500) Dollars per year, or its equivalent;
b. Ownership of Five (5%) Percent of any real property, personal property, or business; or
c. Holding a position or controlling interest in a business such as officer, director, trustee, partner, employee, or the like; or holding any position of management.

Gratuity means a payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate Family means a spouse, children, parents, an individual for whom an individual has legal custody of, or an individual claimed as a dependent for income tax purposes.

Invitation for Bids or *IFB* means all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Local Vendor means a vendor shall be deemed to be a "Beaufort County Local Vendor" if such vendor is a Person or Business that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

Non-Responsive Bidder means a Person or Business who has submitted a bid, proposal, or qualification which does not conform with all material aspects of the Scope of Work presented. These persons or business may not be considered to have or possess the following:

a. evidence of financial stability, material, equipment, facility, personnel resources, expertise or ability to obtain them;
b. A satisfactory record of performance and integrity;
c. Qualified legally to contract with the County; and
d. Supplied all necessary information in connection with the inquiry concerning responsibility.

Official means an individual elected by the people, or an individual appointed by the General Assembly or the Governor; including, but not limited to, the Sheriff, Auditor, Treasurer, Clerk of Court, Coroner, Public Defender, Probate Judge, Magistrates, Director of Veterans Affairs, and Director of Voter Registration and Elections. When referencing all elected and appointed officials described above, the term "Officials" shall be used.

Operations and Maintenance means a project delivery method in which the County enters into a single contract for the routine operation, routine repair, and routine maintenance of a project.

Person means any business, individual, union, committee, club, other organization, or group of individuals.

Procurement means buying, purchasing, renting, leasing or otherwise acquiring any supplies, services, equipment or construction.

Professional Services refers to those services provided by an individual or business requiring specialized knowledge and skill usually of a mental or intellectual nature and usually requiring a license, certificate or registration. These services may include, but are not limited to, being within the scope of the practice of architecture, professional engineering, land surveying, real property appraisal, auditors, construction management, veterinarians, consultants, legal counsel, medical services, actuary services, and lobbyists.

Public Agency means a public entity subject to or created by the County who acts in an official capacity or performs functions for the County and is supported in whole or in part by public funds; this includes, but is not limited to, organizations, corporations, and non-profits.

Public Procurement Unit means any agency of the Federal Government, the State of South Carolina, and any county, city, town, special purpose district or any other government subdivision of the State of South Carolina or public agency of any such subdivision.

Procurement Services Department means the Employee(s), regardless of department name, which serves as the County's central procurement office for processing the County's goods and services; and provides support to the Procurement Services Director as requested and necessary to ensure compliance with the Procedures.

Procurement Services Director means the Employee, regardless of title, whose primary function is to oversee and manage, with assistance from the Procurement Services Department, all procurement activities of the County, including but not limited to compliance with the Procedures.

Qualified Bidder means a determination by the Procurement Services director or designee, that a bidder or bid has passed preliminary evaluation and is eligible to submit bids, is well-suited to fulfill the requirements outlined in a solicitation, is financial stable, and possess the requisite experience, and technical ability.

Ratification means the act of confirmation or affirmation of an unauthorized purchase, contract, or agreement by the appropriate approval authority.

Request for Proposals or *RFP* means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Request for Qualifications or *RFQ* means a solicitation document that is issued by a procurement entity to obtain statements of the qualifications of potential responders (development teams or consultants) to gauge potential competition in the marketplace, prior to issuing the solicitation. RFQ's may include requesting proposals as part of the RFQ solicitation process.

Invitation for Bid or *IFB* means a solicitation documents that is issued by a procurement entity to obtain written responses for goods or services which meet the criteria as described in the scope of work. Bids in response to Invitation for Bid typically include a set price to provide such good or service.

Responsive Bidder means a Person or Business who has submitted a bid or proposal which conforms in all material aspects to the Invitation for Bids or Request for Proposals.

Responsible Bidder means a Person or Business who has the capability in all respects to perform adequately the contract requirements set forth in an Invitation for Bids or Request for Proposals, and has the integrity and reliability which, as substantiated by past performance and reputation, will assure good faith quality performance. Factors to be considered in determining whether the county standards of responsibility have been met include whether a prospective Contractor has:

a. evidence of financial stability, material, equipment, facility, personnel resources, expertise or ability to obtain them;
b. A satisfactory record of performance and integrity;
c. Qualified legally to contract with the County; and
d. Supplied all necessary information in connection with the inquiry concerning responsibility.

Reverse Auction Method means a real-time bidding process taking place at a previously scheduled time in which multiple prospective Contractors, anonymous to each other, submit bids to provide the designated goods or services.

Small Disadvantaged Business means a business which is at least fifty-one (51%) owned and controlled by socially disadvantaged individuals including, but not limited to, most minority classes and women.

Selection Committee means a group of individuals who have specific knowledge or ability necessary to evaluate proposals or bids based on evaluation criteria specified in the solicitation. Members and number of members must be void of conflict of interest and shall be appointed by the Procurement Services Director.

Services means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Sole Source refers to a situation where goods or services are only available from a single source vendor, with a unique ability or knowledge with respect to the supply, service or construction or a circumstance that is beneficial to the County and to the public. The sole source vendor and selection process may be based on issues concerning availability, standardization, warranty, and proprietary justification.

Specification means any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Split Purchase means a procurement which has been divided into two or more purchase orders, contracts, or agreements, with the intent to avoid the approved solicitation process.

Supplies means all property, including but not limited to equipment, materials, printing, insurance, and leases of personal property.

Unauthorized Purchase means the procurement of goods or services which have not been properly procured through the County procurement procedures or approved by the appropriate authority as defined in this Division.

Using Agency means any department, commission, board, or public agency requiring supplies, services, or construction procured.

Sec. 2-504. Application of Procedures.

(a) *General Application*. These Procedures apply to Procurements that are solicited for or contracts entered into after the adoption of and effective date of the Beaufort County Procurement Ordinance.

(b) *Application of County Procurement*. These Procedures shall apply to every expenditure of funds by the County for the purpose of procuring property, supplies, services, and construction services for the County irrespective of the source of funds or the type of procurement. It shall also apply to the disposal of County equipment and supplies.

(c) *Application to State or Federal Fund Procurements*. Where a procurement involves funds provided by the State of South Carolina or the United States of America, that procurement shall be in compliance with such State or Federal laws and authorized regulations as are mandatorily applicable. However, in every instance where the provisions of this Article are more restrictive than State or Federal laws or authorized regulations, the provisions of this Article shall be followed.

(d) *Purchases of $5,000.00 and Under; Exempt Items*. These Procedures do not apply to any Procurement less than $5,000.00 or that are exempt pursuant to Section 2-505. Departments may not create a Split Purchase to circumvent the dollar amount of $5,000.00.

Sec. 2-505. Items Exempt from Procedures.

(a) *Decision of County Council.* County Council, upon recommendation from the County Administrator, may exempt by ordinance specific items, services, or projects from these Procedures when Country Council finds that such exemption is in the best interest of the County.

(b) *Specific Exemptions Generally.* The following items shall be exempt from the provisions of these Procedures:

(1) Works of art for museum and public display;
(2) Published books, library books, maps, periodicals, technical pamphlets;
(3) Copyrighted educational films, filmstrips, slides and transparencies;
(4) Postage stamps, postal fees, and U.S. Post Office box rentals;
(5) Professional dues, membership fees, seminar registration fees, and professional training, subject to the County Administrator's approval;
(6) Medicine and drugs;
(7) Utilities including gas, electric, water and sewer;
(8) Advertisements or advertisement time/space in professional publications, newspapers, radio, television, and social media platforms, including local Chambers of Commerce;
(9) Fixed wing and rotary wing aircraft maintenance;
(10) Fixed Base operators, but only if approved by County Council; and
(11) Legal services, provided that legal services must be approved by the County Administrator or County Council.

(c) *Real Property*. The purchase, lease or sale of real property by the County are exempt from the Procedures. The County Administrator may direct Employee(s) to have initial discussions with the owner of real property to determine potential terms and conditions for the purchase of real property; and may secure ancillary Professional Services when deemed appropriate. After receipt of approval from County Council, the County Administrator shall negotiate the final terms of a purchase, lease or sale of real property.

(d) *Cooperative Purchasing*. The County may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement or programs for procurements with one or more Public Procurement Units in accordance with an agreement entered into between the participants.

(1) Such cooperative procurement may include, but is not limited to, joint or multi-party contracts between Public Procurement Units.

(2) Without limiting the County's ability to participate in procurements with other Public Procurement Units, the County may participate in the South Carolina Statewide Term Contracts program ("State Contract"), provided, however, that if any item needed for a Procurement is available from a potential Contractor within Beaufort County and the item (i) meets all State Contract specifications and (ii) is priced equal to or less than the State Contract price, the County may purchase such items from the potential Contractor within Beaufort County.

Sec. 2-506. Procurement Responsibilities, Duties and Authority.

The Procurement Services Director shall oversee and manage all procurement activities of the County, ensure compliance with these Procedures, and upon request or when required shall provide an annual report to the County Administrator concerning the County's procurement activities.

(a) *Principal Public Procurement Official.* The Procurement Service Director shall serve as the principal public procurement official of the County and shall be responsible for the procurement of supplies, services, and construction, as well as the management and disposal of managed capital assets.

(b) *Duties*. In accordance with this Division, the Procurement Services Director shall:

(1) Purchase all supplies, materials, equipment, and contractual services required by County agencies and perform the procurement-related functions required of the Procurement Services Director;
(2) Negotiate contracts, or delegate authority to negotiate contracts, and submit the contracts for approval and award;
(3) Use standard specifications wherever they are applicable to purchase orders and contracts and ensure compliance with such specifications through adequate inspection of deliveries;
(4) Manage the transfer of capital assets between agencies of supplies, materials, and equipment that are no longer needed by a holding agency but that can be used by the receiving agency;
(5) Exchange, trade in, or sell those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the County Administrator not to be required or appropriate for public use;
(6) Develop, with the approval of the County attorney as to legal sufficiency, standard forms and conditions of solicitations, purchase orders and contracts;

(7) Develop and prescribe the use by agencies of other documents required in carrying out this Division and amend or eliminate any such forms;
(8) Dispose of managed assets or other property that is deemed surplus; and
(9) Perform other duties as assigned by supervisor.

(c) *Operational Procedures.* Pursuant to this Division and consistent with the Procedures, the Procurement Services Director shall develop and adopt operational procedures relating to the execution of its duties.

(d) *Delegation of Authority.*

(1) The Procurement Services Director may delegate authority established in this Division to an assignee within the Procurement Services Department, the Chief Financial Officer, or to any Employee or Official approved by the County Administrator.

(2) The County Administrator may delegate authority established in this Division to any Employee at their discretion but excluding the Procurement Services Director and the Chief Financial Officer.

(3) Notwithstanding any other terms contained in this Division pertaining to delegation of authority, procurement authority with respect to certain supplies, services, or construction may be delegated to other Employees by the County Administrator, when such delegation is deemed necessary for the effective procurement of the supplies, services, or construction.

(4) This Section shall apply to every delegation of authority referenced in this Division.

(e) *Dollar Limitations for Contract Execution.* Only the following Authorized Persons shall have the authority to execute contracts on behalf of Beaufort County:

(1) The Procurement Services Director or the Chief Financial Officer shall have the authority to execute any contract subject to this Division which is equal to or less than Fifty Thousand ($50,000) Dollars;

(2) The County Administrator or the County Administrator's designee shall have the authority to execute any contract subject to this Division which is equal to or less than One Hundred Fifty Thousand ($150,000) Dollars;

(3) Committees of County Council shall have the authority to authorize the County Administrator to execute any contract subject to this Division which is equal to or less than Two Hundred Thousand ($200,000) Dollars; and

(4) County Council shall have the authority to authorize the County Administrator to execute any contract subject to this Division which is greater than Two Hundred Thousand ($200,000) Dollars.

(f) *Beaufort County Procurement Cards*.

(1) *Authorized Procurement Card*. The Procurement Card is a credit card issued to an Employee or Official by the Procurement Services Director, the Chief Financial Officer, or County Administrator.

(2) *Use of Procurement Card.* Procurement cards may be used to purchase goods and services by Employees that hold such card. The cardholder shall use the procurement card for legitimate County purposes only and in compliance with the Beaufort County Procurement Card Program Manual.

(3) *Procurement Card Compliance.* Purchases for goods and services with a procurement card shall adhere to the Dollar Limitations established in Section 2-506(e) in this Division. Purchases with a procurement card shall *not* be made if it creates a Split Purchase, an After the Fact purchase, or to circumvent the creation of a Purchase Order.

(4) *Misuse of Procurement Card*. Misuse of the procurement card shall subject the cardholder to disciplinary action in accordance with County personnel policies and criminal laws.

(g) *Specialty Services*. Professional Services under Fifty Thousand ($50,000) Dollars may be selected based on qualifications, availability, or from an "on-call" pre-qualified list. Final cost may be negotiated by the Procurement Services Director. Vendors on the "on-call" list should be rotated, for similar type of Professional Services.

(h) *Elected and Appointed Officials*. Provided that funds have been approved by County Council as part of the annual budget appropriation process, and that any expenditure of funds regardless of the amount will not result in a budget deficit within any Official's office shall be exempt from the dollar limitations on expenditure authority established in Section 2-506(e) of this Division, provided that an Official's office complies with all the provisions as may be required by South Carolina law and the Beaufort County Purchasing Ordinance. County Council may request reports and information as it deems necessary and prudent on the procurement activities of an Official to ensure compliance with the Beaufort County Procurement Ordinance.

(i) *Solicitations, Bids, Awards or Purchase in Violation of Ordinanc*e.

(1) *Applicability*. The provisions herein apply where it is determined administratively, or upon administrative review, that a purchase, solicitation, bid, or award of a contract is in violation of this ordinance.

(2) *Remedies Prior to Award.* If prior to award it is determined that a solicitation, bid, or proposed award of a contract is in violation of law, then the solicitation, bid, or proposed award shall be:

(i) Canceled; or
(ii) The unlawful bid not considered; or
(iii) Revised to comply with the law.

(j) *Ratification.*

(1) Ratification shall only be approved by the County Administrator.

(2) Ratification may be considered for purchases which did not follow proper procedures or approvals established in these Procedures.

(3) Upon knowledge of an unauthorized purchase or contract approval, known as but not limited to an After the Fact or a Split Purchase, the Procurement Services Director shall notify in writing the Department Head or other appropriate Employee of the purchase which is considered unauthorized.

(4) The Department Head or other appropriate Employee shall prepare a written determination as to the facts and circumstances surrounding an unauthorized procurement, what corrective action is being taken to prevent occurrence, action taken against the individual committing the act, and documentation that the price paid is fair and reasonable. If the price paid is unreasonable, the individual committing that act may be held pecuniarily liable for the difference.

(5) Procurement Services Director shall prepare written justification of Ratification. Ratification documents shall be prepared for and presented to the County Administrator for consideration. Ratification approval process should adhere to the limitations established in Section 2-506(e).

Sec. 2-507. Retention of and Public Access to Procurement Information.

(a) *County Procurement Records.*

(1) *Project File*. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be kept together in a singular Project File by the Procurement Services Director.

(2) *Retention of Procurement Records.* All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules approved by County Council and consistent with South Carolina Department of Archives and History and Records Management Division's General Records Retention Schedules for County Records.

(b) *Public Record.* Procurement information shall be a public record pursuant to S.C. Code 1976, § 30¬4-10 et seq. (The Freedom of Information Act).

(1) Commercial or financial information obtained in response to a request for proposal which qualifies as privileged and confidential under the statute may be exempt from disclosure.

(2) Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include the following:

(i) Customer lists;
(ii) Design recommendations;
(iii) Identification of prospective problem areas under a request for proposal;
(iv) Design concepts, including methods and procedures; and
(v) Biographical information which qualifies as personal and private information under the statute may be exempt.

(3) For all documents submitted in response or with regard to any solicitation or other request, the person submitting the documents shall comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public.

(c) *Access to Solicitation Prior to Award.* If requested in writing before a final award by an actual bidder, offeror, contractor, or subcontractor with regard to a specific intended award or award of a contract, the Procurement Services Director shall, within five days of the receipt of any such request, make documents directly connected to the procurement activity and not otherwise exempt from disclosure available for inspection at an office of the Procurement Services Director. Without otherwise limiting any other exemptions granted by law, and except as provided herein, documents of and documents incidental to proposed contractual arrangements, including those used for contract negotiations, are not exempt from disclosure after the date notice of intent to award is given, unless the notice is subsequently canceled.

Sec. 2-508. Methods of Source Selection.

Unless otherwise provided by these Procedures, all County contracts must be awarded by an IFB (pursuant to Section 2-509) or Request for Proposals (pursuant to Section 2-510), except as provided in:

1. Section 2.511 -- Small Purchases Under $50,000.00;
2. Section 2.512 – Request for Qualifications;
3. Section 2-513 -- Reverse Auction

4. Section 2-514 -- Emergency Procurement;
5. Section 2-515 -- Sole Source Procurement; and
6. Section 2-516 -- Pre-Qualification.

Sec. 2-509. Invitation for Bids (IFB).

(a) *Notice of Invitation for Bids*. An Invitation for Bids shall include (or state where such information is to be made available) a project or purchase description, and all contractual terms and conditions applicable to the procurement. At least two weeks before the date designated in the IFB for the opening of bids, the IFB shall be publicly announced.

(b) *Receipt and Opening of Bids; Electronic Submittal Requirements*. Bids will only be received electronically and must be submitted online prior to the date and time listed in the IFB. Bids shall be received into an online 'lockbox' folder and shall not be opened prior to the due date and time listed in the IFB. Bids will be opened in a transparent manner and the amount of each bid, and such other relevant information as may be deemed appropriate by the Procurement Services Director, together with the name of each bidder, shall be tabulated by the Procurement Services Director. The ranking of each bidder, which need not include the dollar amounts of the bids, shall be made available to all bidders after the contract award.

(c) *Bid Acceptance and Bid Evaluation*. Subject to the County's right not to accept any bid, the selected bid shall be accepted unconditionally without alteration or correction, except as otherwise authorized in these Procedures or by the Procurement Services Director. The IFB shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the IFB or addenda to such bids. Bids shall be evaluated based on the requirements set forth in the IFB and addenda.

(d) *Correction or Withdrawal of Bids or Proposals, Cancellation of Awards*. Correction or withdrawal of inadvertently erroneous bids or proposals before or after award, or cancellation and re-award of awards or contracts, after award but before performance, may be permitted in accordance with the solicitation, when it is for good cause and in the best interests of the County, provided, however, after bid or proposal opening, changes in prices or other provisions of solicitations prejudicial to the interest of the County or fair competition must not be permitted. The reasons for cancellation, withdrawal or correction shall be made part of the Project File and notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar items.

(e) *Award.* If an award is to be made, the contract shall be awarded by written notice to the lowest responsible/responsive bidder. In the event two or more bidders are tied in price while otherwise meeting all the required conditions, an award shall be made to bidder who is determined in the discretion of the Procurement Services Director to be the most responsive, responsible, and qualified for the project described in the IFB.

(f) *Right of Rejection and Re-solicitation.* The Procurement Services Director has the right, prior to award of the contract, to reject any and all bids for cause, or without cause, as he or she deems appropriate. The County has the right to determine not to award the contract to any bidder or to re-solicit bids based upon modified terms and conditions.

Sec. 2-510. Request for Proposals (RFP).

(a) *Notice of Request for Proposals.* The RFP shall be publicly announced at least two weeks before the date designated in the RFP for the bid opening and shall include a description of the Project, enumerating all requirements for the Project; or state where such information is to be made available.

(b) *Receipt and Opening of Proposals; Electronic Submittal Requirements.* Proposals will only be received electronically and must be submitted online prior to the date and time listed in the RFP. Proposals shall be received into an online 'lockbox' folder and shall not be opened prior to the due date and time and time listed in the RFP. Proposals will be opened in a transparent manner, but information within such proposals shall not be disclosed at this time.

(c) *Selection Committee.* For each project in which a RFP is used, the Procurement Services Director shall approve a Selection Committee whom the Procurement Services Director determines to be qualified to make an informed decision as to the most responsive, responsible and qualified bidder for the proposed project.

(d) *Evaluation of Proposals.* The RFP shall state the relative importance of each evaluation criterion but need not require numerical weightings for each factor. The Selection Committee shall review all responsive proposals and evaluate them using only the criteria set forth in the RFP. The Selection Committee shall adhere to any weightings for each of the criteria set forth in the RFP. The Selection Committee may hold interviews with the most qualified proposers as the Selection Committee deems appropriate. Following its evaluation of the proposals, the Selection Committee will rank the top proposer.

(e) *Negotiation.* The Procurement Services Director shall negotiate a contract for services with the most qualified firm at a compensation which is fair and reasonable to the County. The Procurement Services Director may, at their discretion, include members of the Selection Committee in the negotiation process. Should the Procurement Services Director be unable to negotiate a satisfactory contract with the firm, negotiations shall be formally terminated. Negotiations shall commence in the same manner with the second and then the third, until a satisfactory contract has been negotiated. If no agreement is reached with one of the three, additional persons or firms in order of their competence and qualifications may be selected after consultation with the Selection Committee, and negotiations shall be continued in the same manner until agreement is reached.

(f) *Right to Withdraw and Re-Solicit.* Until award, the Selection Committee and the Procurement Services Director have the right to determine not to award the contract to any proposer or to determine to re-solicit proposals based upon modified terms and conditions.

Sec. 2-511. Small Purchases.

(a) *Small Purchase Authority.* The Procurement Services Director may authorize any procurement not exceeding $50,000 by the solicitations of written quotations from a minimum of three qualified prospective Contractors.

(b) As necessary, the Procurement Services Director may be required to contact additional prospective Contractors to obtain three quotations. If three quotations are not available following a reasonable effort, the Procurement Services Director shall document this fact in writing and place it in the Project File.

(c) Award will be made to the lowest responsive and responsible bidder, provided that in addition to price, maintenance and service costs, transportation costs, delivery time, and other requirements relative to the purchase may be evaluated. If an award is not made to the lowest bidder, the reasons shall be documented in writing by the Procurement Services Director.

Sec. 2-512. Request for Qualifications (RFQ).

(a) *Preparation of Project Description.* The Procurement Services Director along with the Using Agency Department Head shall be responsible for developing a description of the proposed project, listing the required Professional Services for that project, and preparing a formal invitation to firms for submission of information.

(b) *Public Announcement.* The formal invitation shall be publicly announced. Nothing contained herein shall preclude the Procurement Services Director from directly inviting any person to submit information.

(c) *Selection Committee.* For each project in which a RFQ is used, the Procurement Services Director shall approve a Selection Committee whom the Procurement Services Director determines to be qualified to make an informed decision as to the most responsive, responsible and qualified bidder for the proposed project.

(d) *Selection and Ranking of the Most Qualified.* The Selection Committee shall evaluate each of the firms interviewed based upon criteria set forth in the invitation. Based upon these evaluations, the Selection Committee shall select the firms which, in its judgment, are the best qualified. The Selection Committee's report ranking the firms shall be in writing and will be made available to all firms interviewed upon written request from the interviewed firms.

(e) *Interviews with Interested Firms*. Following receipt of information from all interested persons and firms, the Selection Committee shall hold interviews with at least three firms who have responded to the committee's advertisement and who are deemed most qualified on the basis of information available prior to the interviews, or if less than three persons or firms have responded to the advertisement, the Selection Committee shall hold interviews with those that did respond. The purpose of the interviews shall be to provide such further information as may be required by the Using Agency Selection Committee to fully acquaint itself with the relative qualifications of the several interested firms.

(f) *Negotiation of Contract*. The Procurement Services Director shall negotiate a contract for services with the most qualified firm at a compensation which is fair and reasonable to the County. The Procurement Services Director may, at their discretion, include members of the Selection Committee in the negotiation process. Should the Procurement Services Director be unable to negotiate a satisfactory contract with the firm, negotiations shall be formally terminated. Negotiations shall commence in the same manner with the second and then the third, until a satisfactory contract has been negotiated. If no agreement is reached with one of the three, additional persons or firms in order of their competence and qualifications may be selected after consultation with the Selection Committee, and negotiations shall be continued in the same manner until agreement is reached.

(g) *Small Professional Purchases*. Purchases not expected to exceed $50,000.00 for Professional Services may be procured using the small purchasing procedures in Section 2-511.

Sec. 2-513. Reverse Auction.

(a) *Invitation for Reverse Auction Bids.* The Procurement Services Director shall issue an invitation for Reverse Auction Bids, which shall include all requirements for the bids, include the specifications for the required goods and services, the time of delivery and the quantities required.

(b) *Public Notice.* Public notice of the bids (or pre-qualification of bidders) shall be announced. Not less than fourteen (14) days prior to the date set forth therein for the commencement of the Reverse Auction.

(c) *Receiving Bids.* Bids shall be received online through a managed website specifically utilized for a Reverse Auction at a time and place designated in the IFB, and pursuant to the time period allotted for the Reverse Auction and other rules applicable to the Reverse Auction as set forth in the Invitation for Reverse Auction. The final amount of each bid and such other relevant information, together with the name of each bidder, shall be recorded in writing. This record, and each final bid, shall be open to public inspection after award.

(d) *Bid Acceptance, Evaluation and Award.* Bids shall be unconditionally accepted without alteration or correction except as authorized in this Policy. The bidder with the lowest responsive, responsible bid will be awarded the contract.

(e) *Correction or Withdrawal of Bids; Cancelation of Awards*. Correction or withdrawal of erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted as set forth in Section 5-509(d).

Sec. 2-514. Emergency Procurement.

Notwithstanding any other provision of these Procedures, the Procurement Services Director may make or authorize others to make Emergency Procurements. Such Emergency Procurements shall be made with as much competition as is practicable under the circumstances. A written determination of the basis for the Emergency Procurement and for the selection of the particular vendor shall be included in the Project File; however, such written determination shall not be deemed to be a condition precedent to an award under this Section. The written determination must state at a minimum the cause of the Emergency Procurement, the reason the non-emergency procurement could not be followed within the time needed for the goods or services provided, and whether any competition was practicable.

Sec. 2-515. Sole Source.

(a) *Use of Sole Source.* Sole source procurement is not the preferred procurement method and shall only be used when absolutely necessary and when all other procurement methods have been exhausted.

(b) *Determination of Sole Source.* A contract may be awarded without competition when the Procurement Services Director recommends in writing, stating with particularity the factual basis for the determination. Sole Source justification and recommendation described herein shall be submitted by the Procurement Services Director to the County Administrator. Sole source determination shall demonstrate that:

1. There exists only one appropriate, practicable source for the required supply, service, equipment or construction item;
2. An explanation as to why no other vendor will be suitable or acceptable to meet the need;
3. That a particular source for the required supply, service or construction item has a unique ability or knowledge, or circumstance that is beneficial to the County and to the public with respect to the supply, service or construction;
4. Determination of fair and reasonable price; and
5. Sole Source awards may be granted for contract renewals to maintain standardization, for specific proprietary concerns, to maintain existing product or service warranties or guarantees, or when in the best interest of the County as determined to meet the requirements herein.

(c) *Record of Sole Source.* A record of Sole Source procurements shall be maintained as a public record and shall include the written Sole Source determination, listing each Contractor's name, the amount and type of each Contract, a listing of the items procured under each Contract, and the identification number of each Project File.

Sec. 2-516. Prequalification of Bidders.

(a) The Procurement Services Director may pre-qualify all prospective bidders (including those for Reverse Auction) or proposers. The Procurement Services Director may also use pre-qualification selection procedures for the On-Call Contractor's List method of Source Selection in Section 2-522(d).

(b) Notice of pre-qualification shall be publicly announced and shall set forth the criteria (or state where such criteria are to be made available) by which the qualifications and appropriateness of prospective bidders shall be determined. Only those criteria set forth in the pre-qualification notice may be considered in pre-qualifying bidders. The Procurement Services Director shall make all pre-qualification decisions in the exercise of its reasonable discretion and shall make a written record of the bases for its pre-qualification determinations. Prior to issuance of the IFB or RFP, all prospective bidders or proposers that were provided with pre-qualification notice will be notified of the Procurement Services Director's decisions relating to pre-qualification.

Sec. 2-517. Cancellation and Rejection of Solicitations.

When it is for good cause and in the best interests of the County, the County may cancel an IFB, RFP, RFQ or any other solicitation, or reject any or all bids or proposals in whole or in part as may be specified in the solicitation. The reasons for such cancellation or rejection shall be made part of the Project File. Each solicitation issued by the County shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar items.

Sec. 2-518. Responsibility of bidders and offerors.

(a) *Determination of Non-Responsibility.* If a bidder or offeror who otherwise would have been awarded a County contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Services Director. The unreasonable failure of the bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror.

(b) *Right of Nondisclosure*. Unless otherwise required by applicable law, information furnished by a bidder or offeror pursuant to this section shall not be disclosed by the County outside of the office of the Procurement Services Director, Administration, Legal Department, or Using Agency without prior written consent by the bidder or offeror.

Sec. 2-519. Local Vendor Preference.

(a) *Extension of Local Vendor Preference.* To the extent no bids are received from a Beaufort County Local Vendor, a vendor shall be deemed to be a Beaufort County Local Vendor if such vendor is a Person or Business authorized to transact business within the state, maintains an office in Jasper, Hampton, or Colleton Counties (but only if Jasper, Hampton or Colleton Counties offer reciprocal preferences to Beaufort County Local Vendors), has a business license of Jasper, Hampton or Colleton Counties or one of the municipalities within such counties, and maintains a representative inventory of commodities within Jasper, Hampton or Colleton Counties or one of the municipalities within such counties.

(b) *Preference Amount.* If a bid from a responsive and responsible Beaufort County Local Vendor does not exceed the lowest qualified bid from a nonlocal vendor by more than five percent or $10,000.00, whichever is less of the lowest nonlocal bidder, the lowest Beaufort County Local Vendor has the discretion to match the bid submitted by the nonlocal vendor and receive the contract award.

(c) *State or GSA Contracts.* When purchasing from State or General Services Administration ("GSA") contracts, the County may purchase like items from a Local Vendor if the Local Vendor is willing to meet or beat the State or GSA contract pricing.

Sec. 2-520. Small Disadvantaged Businesses.

(a) *Policy.* The County promotes an atmosphere whereby Small Disadvantaged Businesses are given an opportunity to provide goods and services to the County. The Procurement Services Department shall include Small Disadvantaged Businesses on any bidders lists it maintains, and the Procurement Services Department will actively seek bids and proposals from Small Disadvantaged Businesses.

(b) *Approved List*. The Procurement Services Department will maintain an approved list of Small Disadvantaged Businesses. The Procurement Services Department will utilize an approved published list of Small Disadvantaged Business Enterprise from the South Carolina Department of Transportation's certified list.

Sec. 2-521. Project Delivery Methods.

(a) *Authorized Methods.* The following project delivery methods are authorized:

(1) Design-Bid-Build;
(2) Construction Management at-Risk;
(3) Operations and Maintenance;
(4) Design-Build;
(5) Design-Build-Operate-Maintain;
(6) Design-Build-Finance-Operate-Maintain;
(7) Contractors On-Call List; and

(8) Such other project delivery method that the Procurement Services Director may approve combining one or more aspects of the delivery methods in items 1-7 above in this Section 2-521.

(b) *Construction Projects.* The Procurement Services Director, in consultation with the relevant Using Agency, shall have discretion to select the appropriate method of project delivery for a particular construction project. In determining which method to use, the Procurement Services Director shall consider the County's requirements, its resources, and the potential contractor's capabilities. The Procurement Services Director shall execute and include in the Project File a written determination setting forth the facts which led to the selection of a particular method of project delivery for each construction project.

Sec. 2-522 Source Selection of Project Delivery Methods.

Except as provided elsewhere in these Procedures, source selection methods applicable to procurements for the project delivery methods identified in Section 2-521 shall be as follows:

(a) *Design-Bid-Build and Construction Management At-Risk*.

(1) *Design*. The selection process provided for in Section 2-514 of this Division shall be used to procure Professional Services; including construction management.

(2) *Construction.* Either an IFB or RFP must be used to procure construction in design-bid-build procurements.

(b) *Design-Build, Design-Build-Operate-Maintain and Design-Build-Finance-Operate-Maintain.* RFPs must be used for the procurement of all design-build project delivery methods.

(c) *Operations and Maintenance.* IFBs or RFPs must be used to procure contracts for operations and maintenance.

(d) *Contractors On-Call List.* The Procurement Services Director is authorized to select a group or groups of pre-qualified vendors to provide services or materials to the County for one or more types of projects over an extended period of time (not to exceed three years).

(1) Such group(s) of pre-qualified vendors shall be selected pursuant to a RFP or Qualifications Based Selection processes set forth in these Procedures.

(2) Once an on-call contract is properly executed, the Procurement Services Director may procure services from such contractor(s) without further public notice or solicitation. If multiple vendors are on the executed contract, the Procurement Services Director should rotate the vendors when possible.

Sec. 2-523. Bonds and Security.

(a) Bid security shall be required for all IFBs for construction contracts entered into pursuant to Section 2-509. Payment bonds, performance bonds, or other bonds as applicable shall be one provided by one or more surety companies meeting the criteria established by the Procurement Services Director. Bid security shall be in an amount equal to at least five percent of the bid unless a higher percentage is specified in the IFB. Any bid which does not comply with the bid security requirements shall be rejected.

(b) When a contract to improve real property exceeding $50,000 is awarded, the following bond security shall be delivered to the County upon or within a reasonable time after the execution of the contract and shall be binding on the parties:

(1) A performance bond satisfactory to the County, executed by one or more surety companies meeting the criteria established in the IFB or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the contract price; and

(2) A payment bond satisfactory to the County, executed by one or more surety companies meeting the criteria established in the IFB or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount equal to 100% of the contract price.

(3) Bonding requirements may be waived for any emergency procurement.

Sec. 2-524. Disposal of Surplus Supplies.

All surplus supplies, materials and equipment which are considered salvage or surplus, may be sold to the highest responsive bidder in accordance with and upon such terms and conditions as the Procurement Services Director shall require with respect to such surplus supplies and materials; provided, however, that the Procurement Services Director may sell, lease, or dispose of any supplies, materials, or junk which has a value of less than Five Thousand ($5,000) Dollars. An internet-based auction site may be used to sell surplus supplies, materials or equipment.

Sec. 2-525. Contract Terms.

(a) *General Authority.* Subject to the limitations of this Section, any type of contract which is appropriate as determined by the Procurement Services Director and which will promote the best interests of the County may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County than any other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

(b) *Multiterm Contracts; Specified Period.* A contract for supplies or services may be entered into for a period of time, including all renewals or extensions, not to exceed five years unless otherwise approved by County Council, provided that the term of the contract and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

(c) *Void Contract Terms or Conditions.* Any term or condition in any contract entered into by the County that requires the County to defend, indemnify, or hold harmless another Person shall be void ab initio, unless such term is expressly authorized by law. Any contract containing any terms or conditions inconsistent with any of the foregoing is otherwise enforceable as if it did not contain such term or condition.

(d) *Contract Audit.* The County shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Procurement Services Director.

(e) *Change Orders.* All Change Orders or Contract modification in excess of ten percent of the original Contract must first be approved by the Procurement Services Director and Beaufort County Budget Director. Change Orders must not exceed the total budgeted project amount, to include any approved contingency funds. Change Order requests which exceed the total budgeted funds are subject to the approval process established in Section 2-506.

(f) *Gratuities and Kickbacks*. The prohibition against gratuities and kickbacks prescribed in Section 2-533 of this Division shall be conspicuously set forth in every contract and solicitation.

(g) *Standard Contract Clauses*. The Procurement Services Director, after consultation with the County Attorney, may establish standard contract clauses for use in County contracts. If the Procurement Services Director establishes any standard clauses, such clauses may be varied provided that any variation and that notice of any such material variation be stated in the IFB or RFP.

Sec. 2-526. Specifications

(a) *Purpose.* The purpose of a specification is to serve as a basis for obtaining a supply, service, or construction item adequate and suitable for the extent practicable, the cost of ownership and operation as well as initial acquisition cost.

(b) *Policy.* It is the policy of the County that all specifications shall be drafted so as to assure cost effective procurement of the County's actual needs and shall not be unduly restrictive.

(c) *Brand Name or Equal Specification.* The use of a Brand Name or Equal Specification may be used only when the Procurement Services Director determines in writing that the use of such a specification is in the County's best interests.

Sec. 2-527. Resolving Protests

(a) *Right to Protest*. Any actual or prospective bidder, proposer or contractor, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Procurement Services Director. The protest, setting forth the grievance and the grounds therefor, shall be submitted in writing within ten days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstance after fifteen days of notification of award of contract.

(b) *Authority to Resolve Protests.* The Procurement Services Director shall have the authority to settle and resolve a protest of an aggrieved bidder, proposer or contractor, actual or prospective, concerning the solicitation or award of a contract.

(c) *Decision.* Should the parties fail to resolve the protest, the Procurement Services Director shall promptly issue a decision in writing, stating the reasons for the action taken. A decision of the Procurement Services Director shall be mailed or otherwise furnished immediately to the protestant and any other intervening party, and the decision shall be final unless a Person adversely affected by the decision appeals to the County Administrator within seven (7) days of receiving the decision. The County Administrator shall make a ruling concerning the appeal within fifteen days of receipt of the appeal. The ruling of the County Administrator shall be mailed or otherwise furnished immediately to the protestant and any other intervening party, and the ruling shall be final.

Sec. 2-528. Debarment.

The offer of cash, merchandise, gratuities or any other thing of value to an Official or Employee by any Contractor or prospective Contractor is prohibited and shall be reason for the Procurement Services Director or County Administrator declaring such Contractor or prospective Contractor to be an irresponsible bidder and for debarring such Contractor or prospective Contractor from participation in the County's Procurements for a period of (2) years. A decision to debar shall be mailed or otherwise furnished immediately to the affected Contractor or prospective Contractor, and the decision shall be final unless appealed in writing to County Council and received by the Clerk to Council within ten (10) days of receiving the decision.

Sec. 2-529. Auditing and fiscal reporting.

(a) The Chief Financial Officer shall develop written plans for the annual auditing of County Procurements.

(b) On an annual basis auditors working for the County either as employees or as third-party professional consultants shall review the adequacy of the County's internal controls in order to ensure compliance with the requirement of these Procedures. A noncompliance discovered through an audit must be transmitted in writing to the Chief Financial Officer and County Administrator.

Sec. 2-530. Internal Reporting.
When any information or allegations concerning anticompetitive or unethical practices among any bidders or proposers come to the attention of any Employee, immediate notice of the relevant facts shall be transmitted to the County Attorney or pursuant to the County's Whistleblower Policy.

Sec. 2-531. Training.
The Procurement Services Director will develop a system of training for procurement processes that are consistent with and further the efficient implementation of these Procedures and that encompasses the latest techniques and methods of public procurement which are consistent with these Procedures. All Employees with purchasing responsibility shall take part in annual training.

Sec. 2-532. Employee conflict of interest.
It shall be unethical for any Employee to participate directly or indirectly in a procurement contract when the Employee knows that:

1. The Employee or any member of the Employee's Immediate Family has a financial interest pertaining to the procurement contract;

2. Any other person, business, or organization with whom the Employee or any member of an Employee's Immediate Family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or

3. An Employee or any member of an Employee's Immediate Family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

Sec. 2-533. Gratuities and Kickbacks.

(a) *Gratuities.* It shall be unethical and prohibited for any person to offer, to give, or agree to give any Employee or former Employee, or for any Employee or former Employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, 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 proposal therefor.

(b) *Kickbacks.* It shall be unethical and prohibited 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.

Sec. 2-534. Prohibited Employee Participation.
An Employee is prohibited from participating directly or indirectly in any procurement process while said Employee is also an employee of an entity contracting with the County. An Employee is prohibited from any unethical participation or action including, but not limited to, S.C. Code of Laws Ann. Title 8 Chapter 13 Public Officers and Employees as it applies.

Sec. 2-536. Use of Confidential Information.
It shall be unethical for any Employee or former Employee to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.

Sec. 2-537. Severability.
If any provision of these Procedures, this Division, or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Procedures or the Division which can be given effect without the invalid provisions or application, and to this end the provisions of these Procedures and Division are declared to be severable.

Sec. 2-538. Repealed.
All previously issued ordinances pertaining to public procurement for this County are hereby repealed.

ORDINANCE

AN ORDINANCE AUTHORIZING BEAUFORT COUNTY MEMORIAL HOSPITAL TO PLEDGE REVENUES IN CONNECTION WITH THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS HEALTHCARE REVENUE BONDS (SOUTH OF BROAD HEALTHCARE PROJECT) SERIES 2024 IN THE AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $120,000,000; AUTHORIZING PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE; AND OTHER MATTERS INCIDENTAL THERETO

WHEREAS, the South Carolina Jobs-Economic Development Authority (the ***"Authority"***) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, Code of Laws of South Carolina, 1976, as amended (the ***"JEDA Act"***), to utilize any of its program funds to establish loan programs to be utilized to acquire, by construction or purchase, properties and for other purposes described in § 41-43-160 of the JEDA Act in order to promote and develop the business and economic welfare of the State, encourage and assist in the location of new business enterprises in the State, and in the rehabilitation and assistance of existing business enterprises and in the promotion of export of goods, services, commodities, and capital equipment produced within the State, and thus providing maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State and in the promotion and enhancement of industrial, commercial, agricultural, and recreational development in the State;

WHEREAS, Beaufort County Memorial Hospital is a public agency under (the ***"Hospital"***) and has deemed it necessary to establish South of Broad Healthcare (collectively, the ***"Borrowers"***), a South Carolina nonprofit corporation and an entity described in Section 103 of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Borrower seeks to finance the Project (as defined below) through the issuance by the Authority through one or more series of its Healthcare Revenue Bonds (South of Broad Healthcare Project), Series 2024, in an aggregate principal amount not to exceed $120,000,000 (the ***"Series 2024 Bonds"***);

WHEREAS, the proceeds of the Series 2024 Bonds will be used to defray the cost of (i) financing the acquisition, development, construction and equipping of emergency rooms, an ambulatory surgery center, a medical office building, and a hospital with approximately 20 beds to provide outpatient and acute care healthcare services (such hospital to be constructed after January 1, 2027 or sooner if permitted by regulation or applicable law with respect to the approximately 20 beds), all located in Beaufort County (the ***"County"***) (collectively, the ***"Project"***); (ii) financing capitalized interest; and (iii) financing costs of issuance of the Series 2024 Bonds; and

WHEREAS, the County desires to authorize the pledge of revenues of the Hospital to secure only the Series 2024 Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. The Series 2024 Bonds shall be secured by a pledge of the gross receipts of the Hospital pursuant to a master trust indenture among the Borrowers and a financial institution, as trustee, entered into in connection with the issuance of the Series 2024 Bonds. The Series 2024 Bonds do not and shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing power.

Section 2. The Chairman and the Clerk, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out foregoing.

Section 3. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 4. This Ordinance shall become effective and be in full force immediately.

BEAUFORT COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
Chairman, County Council

ATTEST:

_____
Clerk to County Council

First Reading: August 26, 2024
Second Reading: September 9, 2024
Third Reading: September 23, 2024

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE ECONOMIC DEVELOPMENT GRANT APPLICATION REGARDING PROJECT MICRO AND TO SUBMIT IT TO THE SOUTH CAROLINA COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT

MEETING NAME AND DATE:

Administration, Finance and Economic Development – August 26, 2024

PRESENTER INFORMATION:

John O'Toole, Executive Director, Beaufort County Economic Development Corporation

5 Minutes EXECUTIVE SESSION

ITEM BACKGROUND:

This is to inform Committee of the details of Project Micro and to request authorization for the County Administrator to sign an economic development grant application to be submitted to the South Carolina Coordinating Council for Economic Development.

PROJECT / ITEM NARRATIVE:

Project Micro is locating their operations to Beaufort County into an existing facility at Garden's Corner. The company is expected to invest no less than $7.1 million dollars into the project and to create not less than 35 new jobs over the next five years.

This grant application is the first step in assisting company in their location, expansion, and success.

FISCAL IMPACT:

Submitting the application does not impose any financial obligations on the County

STAFF RECOMMENDATIONS TO COUNCIL:

Staff and the BCEDC recommends moving this forward to Council for approval

OPTIONS FOR COUNCIL MOTION:

1. Approve the resolution authorizing the County Administrator to execute the economic development grant application for Project Micro.
2. Not approve.

RESOLUTION NO. 2024 /

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE ECONOMIC DEVELOPMENT GRANT APPLICATION REGARDING PROJECT MICRO AND TO SUBMIT IT TO THE SOUTH CAROLINA COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT

WHEREAS, The South Carolina Coordinating Council for Economic Development has set forth a process by which applicants may apply for grants which support economic development projects;

WHEREAS, Beaufort County has an opportunity to apply for a grant in support an economic development project known as Project Micro; and

WHEREAS, this project reflects a commitment by a company to invest not less than $7.1million dollars and to create not less than 35 new jobs in Beaufort County; and

WHEREAS, the company associated with the project will be renovating and expanding their facility in Beaufort County; and

WHEREAS, South Carolina Coordinating Council for Economic Development grant, if awarded, will be structured as a 'flow through' grant with the County providing the grant to the company upon receipt; and

WHEREAS, Beaufort County, in coordination with the Beaufort County Economic Development Corporation staff, will perform required monitoring and reporting to ensure compliance with any grant requirements.

NOW, THEREFORE, be it resolved that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents in order to make an application to the South Carolina Coordinating Council on Economic Development for a grant in support of Project Micro.

Adopted this 26th day of August 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

In July 2023, Solicitor Duffy Stone asked the South Carolina Attorney General to convene a grand jury to investigate potential criminal activity of Beaufort County's then County Administrator, Eric Greenway. At the same time, County Council became aware of possible violations by Mr. Greenway of the County's procurement code, policies, regulations, and/or guidelines regarding contracts for goods, services, professional services, purchase orders, and P-Card (credit card) purchases. County Council determined that violations committed by Mr. Greenway warranted termination of his contract of employment.

As a result of the allegations and Council's own findings, County Council contracted with a civil law firm, Haynsworth Sinkler Boyd to audit the County's handling of contracts for goods, services, professional services, and purchase orders for compliance with the County's procurement code, policies, regulations and/or guidelines for the calendar year 2023, and for all P-Card for the calendar years 2019 through 2023. Council's goal was to determine whether the contracts, purchase orders, and P-Card purchases made during this period violated the County's code, policies, rules and regulations. and to bring to County Council's attention any suspected violations of County or State laws.

The law firm determined that there were several instances where the processing of contracts, purchase orders, and P-Card purchases during this period were not in complete compliance with the procurement code and County procurement regulations. Council has charged its new Administrator with conducting that investigation and reporting his findings to Council. That follow-up is now underway.

In July 2024 County Council issued a report in response to the law firm's findings.
It reinforced the County's established procedures regarding contracts, purchase orders and P-card purchases, noting checks and balances and required supervisory approvals at appropriate levels.

The law firm's report is intended to serve as an *internal* audit to identify and address procurement issues and to hold accountable those who may have violated County policies. The County Administrator has started reviewing the identified problems. Staff interviews will be conducted to determine individual responsibility for any policy violations. Where appropriate, disciplinary actions that are consistent with the County's Personnel Handbook will be administered. Additionally, there is underway an in-depth review of certain P-Card purchases to ensure they were made in compliance with County policies and for appropriate purposes.

Since receiving the law firm's report, County Council has been asked by community members, the media, and law enforcement to release it in its entirety. Although the executive staff's investigation is still in progress, Council has determined that it is appropriate to share the report with State and County law enforcement for their own review as part of their own ongoing investigations.

If State and County law enforcement determine that there is no evidence of criminal activity and that no criminal investigations will arise from the report's findings the report will be released pursuant to any proper FOIA request.

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
An Ordinance Amending Article 6 Subdivision and Land Development, Division 6.3 Traffic Impact Analysis of the Beaufort County Community Development Code
MEETING NAME AND DATE:
Community Services and Land Use Committee, June 10, 2024
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator - Infrastructure 10 Minutes
ITEM BACKGROUND:
The Planning Commission approved unanimously on June 3rd, 2024 to recommend the ordinance amendments move to County Council for approval.
PROJECT / ITEM NARRATIVE:
The purpose of this amended Traffic Impact Analysis (TIA) Policy is to establish an updated methodology for the conduct, delivery, and review of TIAs to the County. A methodology that provides regional consistency in traffic study assumptions, ensures a quality assured TIA product across jurisdictional boundaries, and reinforces multi-jurisdictional coordination. Establishing the policy in the form of an Ordinance which is compliant to our current standards.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval the Ordinance to Amend the TIA Policy.
OPTIONS FOR COUNCIL MOTION:
Move forward to County Council recommending approval/denial of the Ordinance to Amend the County's Traffic Impact Analysis Policy in the Community Development Code.

ORDINANCE 2024/

AN ORDINANCE AMENDING ARTICLE 6 SUBDIVISION AND LAND DEVELOPMENT, DIVISION 6.3 TRAFFIC IMPACT ANALYSIS IN THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE

WHEREAS, In November of 2021, Beaufort County adopted the 2040 Comprehensive Plan; and

WHEREAS, The Comprehensive Plan acknowledges that growth is desired and inevitable, but must be accomplished in ways that support traditional town planning, environmental protection, and access and equity for its citizens. Balance can be accomplished by guiding development to land that is most suitable based on economic, cultural, social, and environmental principles; and

WHEREAS, The Comprehensive Plan provides for planning for Mobility to address the desire for innovative, multimodal, and cost-effective infrastructure that sustains a high quality of life; and

WHEREAS, Traffic congestion on Beaufort County's roads is one of the most noticeable indicators of the adverse impacts of new growth and as a result, Beaufort County has invested heavily in improving its transportation network over the last 25 years; and

WHEREAS, Beaufort County adopted a Traffic Impact Analysis Policy as part of the Community Development Code; and

WHEREAS, The stated purpose of the Traffic Impact Analysis Policy is to measure the effects of development against the County's traffic service level goals set forth in the Beaufort County Comprehensive Plan (2010) in order to ascertain road facilities and improvements needed as a result of new development; and

WHEREAS, Beaufort County is one of the fastest growing regions in South Carolina. Over the last five years, the County population has increased exponentially because of the high quality of life that the County offers. To meet the forecasted housing demands of the County's expanding population, new developments need to be built. A substantial percentage of these new developments require Traffic Impact Analysis study, and our current Community Development Code allows for this analysis to be conducted by the Developer's Traffic Engineer; and

WHEREAS, Allowing the Developer's Traffic Engineer to conduct the Traffic Impact Analysis study has some inefficiencies which has led to issues in the consistency of the Traffic Impact Analysis studies submitted to the County. All of the jurisdictions within Beaufort County and Jasper County are all equally affected by this current trend, and as a result, have come to understand how multi-jurisdictional coordination can create a Traffic Impact Analysis product that is more reliable, consistent, and quality assured; and

WHEREAS, Beaufort County Council now desires to amend the Traffic Impact Analysis Policy in the Community Development Code to establish a new methodology for the conduct,

delivery, and review of Traffic Impact Analysis studies to the County for a methodology that will provide regional consistency in traffic study assumptions, ensure a quality assured Traffic Impact Analysis product across jurisdictional boundaries, and reinforce multi-jurisdictional coordination.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL THAT:

Article 6 Subdivision and Land Development, Division 6.3 Traffic Impact Analysis in the Beaufort County Community Development Code is hereby amended to reflect the language as depicted in exhibit A.

Adopted this _____ day of 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

_____
By: Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, JD, Clerk to Council

Exhibit A

Division 6.3: - Traffic Impact Analysis

6.3.10 – Purpose, ~~and~~ Intent, and Applicability

It is the purpose of this division to measure the effects of development against the County's traffic service level goals set forth in the Beaufort County Comprehensive Plan (2010) in order to ascertain road facilities and improvements needed as a result of new development. This section of the ordinance establishes requirements for the analysis and evaluation of traffic impacts associated with development. A traffic impact analysis (TIA) will be required with applications for rezoning, preliminary plans, single-site development site plans, and encroachment permit applications. The following provides the guidelines for the preparation of these TIAs. The estimate of the number of trips generated by proposed developments will be based on the Institute of Transportation Engineers (ITE) Trip Generation, 11th Edition, or latest edition at time of study. Other trip generation data collected locally may be used where approved by the Administrator/Manager or his/her designee.

A. A traffic impact analysis study will be required for new developments when the proposed development is projected to generate 50 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street traffic (7:00 - 9:00 a.m. or 4:00 - 6:00 p.m.). Proposed developments that do not meet this threshold may also be required to complete a traffic study as determined by the Administrator/Manager or his/her designee.

B. A traffic impact study will be required for a change or expansion at an existing site that results in an expected increase of 50 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street traffic (7:00 - 9:00 a.m. or 4:00 - 6:00 p.m.), or if the Administrator/Manager or his/her designee determines that the change or expansion of the existing site will have significant impact at the existing access points, proposed access points, or surrounding intersections.

C. A driveway traffic analysis may be required if trip generation is projected to be below the thresholds above at the request of the Administrator/Manager or his/her designee.

~~6.3.20 - Applicability~~

~~A. Any development that will generate more than 50 trips during the peak hour as determined by the County Traffic Engineer shall require a Traffic Impact Analysis (TIA) as part of the application for development plan or subdivision plat approval.~~

~~B. A second phase, second subdivision, or addition that takes a property over 50 trips during the peak hour when taken as a whole shall require a TIA as part of the application for development plan or subdivision plat approval even though the development does not qualify on its own.~~

~~C. A change of use to another use permitted in the zoning district shall require a TIA as part of the application for a change of use if the proposed use will generate over 50 trips during the peak hour, even if a TIA was conducted for the previous use.~~

~~D. An application for a rezoning shall include a TIA where the particular project or zoning district may result in a development that generates 50 trips during the peak hour or will change the level of service of the affected street.~~

6.3.320 - ~~General~~ TIA Requirements

~~A. The TIA shall be conducted by an engineer registered in the state who is experienced in the conduct of traffic analyses and approved by the County Traffic Engineer.~~

Exhibit A

~~B. The TIA shall indicate current conditions, the traffic generated by the subject site at full development, traffic generated by developments approved in the area that would affect future traffic flows, and an estimate of future traffic on the system at the time of buildout.~~

~~C. The TIA shall review access to the site. The adequacy of the entrance design shall be evaluated and recommendations made for acceleration and deceleration lanes, left turn lanes, or signalizations.~~

~~D. The TIA shall review the number and types of curb cuts that are permitted. In particular, the TIA shall assess the connection of the property to adjoining properties. Where the use, scale of development, or size of adjoining properties is such that trips would be anticipated between the proposed use and the other properties, the TIA shall make recommendations on interconnections to provide a smooth flow of traffic between uses along arterials and collector roads to ensure that as much traffic as possible uses secondary roads rather than major roads for short trips.~~

~~E. The TIA shall assess the adequacy of the roads from which the development takes access. Recommendations for improvements shall be made. The relative share of the capacity created shall be broken down as follows: development share, other developments share, any existing over capacity, and capacity available for future growth.~~

~~F. Residential development, residential care facilities, hospitals, hotels and resort-oriented developments shall submit an emergency evacuation analysis (EEA) as part of the TIA. The EEA shall indicate how the proposed development utilizes the county's prescribed evacuation routes and the effect of the proposed development upon existing evacuation times for that portion of the county. The EEA shall be reviewed and approved by the Director of Emergency Management prior to submittal as part of the TIA.~~

A. The following criteria shall be used to evaluate the findings of traffic impact analyses.

1) A traffic impact analysis study shall be prepared in accordance with SCDOT standards.

2) Level of service. The results of the TIA shall inform and contemplate the traffic mitigation measures necessary to ensure that the minimum service standards established herein are met during the required planning horizon. The Future No Build conditions levels of service (LOS) for study area intersections, measured using the latest Transportation Research Board's *Highway Capacity Manual* standards for LOS calculation, shall be maintained in the Future Build conditions. If a reduction in the level of service is unavoidable, required improvements shall be identified to most effectively and practically minimize the reduction in operational LOS. Post-development operational LOS shall meet a LOS D goal for study area intersections. If LOS for an unsignalized intersection is found to be LOS E or F, mitigation measures should be reviewed, and discussion included in the report on potential side street queuing.

3) Number of access points. The number and spacing of access points shall comply with applicable standards set forth in the *SCDOT Access and Roadside Management Standards* (ARMS manual) and any designated Access Management Plans in the County's Community Development Code or any other access management planning in development. This shall be coordinated with Beaufort County staff during the development of the TIA.

6.3.6~~3~~0 – ~~Review and Approval~~ ***Traffic study preparation and/or review***

~~*A)* – **Traffic Impact Analysis Plan Submittal and Review.**~~

~~1. A traffic impact analysis plan (TIA) shall be submitted to the County Traffic Engineer for review as part of an application for a conceptual development plan or conceptual subdivision plat.~~

Exhibit A

~~2. The County Traffic Engineer shall determine whether a TIA is complete and accurate. Failure by an applicant to provide a complete and accurate TIA where required by this Division may result in review delays for the accompanying plan or plat application.~~

~~3. TIA review coordination with other entities in the county and the South Carolina Department of Transportation (SCDOT) shall be the responsibility of the County Traffic Engineer.~~

A) At the sole expense of the Applicant, the TIA shall be prepared by a traffic engineer licensed in South Carolina who is experienced in the conduct of traffic analysis, and whom is one of the consultants the County has previously-selected for On-Call traffic engineering services.

Applicant shall coordinate with Beaufort County staff on details of the project to develop the scope of services for the TIA.

1.) The Applicant shall provide the following information to County staff as part of the Applicant's request for a TIA:

a. Total acreage for the project.

b. Description of the type of use(s) proposed and existing use or last known use

c. Concept or sketch plan showing total square footage for the buildings (existing and proposed), the number and type of dwelling units proposed, square footages floor area by land use type, planned point(s) of access, proposed roads, internal accesses, bike/pedestrian facilities, and any other transportation infrastructure or facilities, and parking areas

d. Projected buildout year when the site will be substantially occupied.

e. The project's civil engineer shall design on-site vehicle circulation, queuing and parking patterns so as not to interfere with the flow of traffic on any public street, including intersections and meets all SCDOT and Beaufort County driveway standards including sight distance requirements. The project's civil engineer shall ensure that no blocking of internal driveways shall occur. Cross access shall be required between parcels, where applicable.

f. The Applicant shall provide a site plan with driveway sight distance triangles, edge-to-edge distance to adjacent driveways and intersections, and a demonstration that the number of driveways proposed is the fewest necessary and that they provide safe and efficient traffic operations.

g. Documentation of any pre-coordination with the South Carolina Department of Transportation (SCDOT) regarding access location(s)

2.) After determination of the scope of services, the County's On-Call consultant shall provide a cost estimate of such services to the Administrator/Manager or his/her designee for review. An invoice shall be sent to the Applicant who shall provide payment in an amount equal to the estimated cost to the Administrator/Manager or his/her designee. The notice to proceed will be provided by staff to the County's On-Call consultant once the payment is received.

3.) Additional fees for services may be required if the Applicant substantially amends an application and/or the consultant's appearance is requested at meetings beyond what was

Exhibit A

anticipated in the initial scope of services. The Applicant shall remit payment to the Administrator/Manager or his/her designee for these costs before the services are provided.

~~6.3.40 - Methodology~~

~~A. The applicant's engineer will rely on the most current edition ITE trip generation manual or any alternative acceptable to the County Traffic Engineer, and available information on land use, travel patterns and traffic conditions, and will supply in writing to the County Traffic Engineer for approval the parameters to be followed in the TIA, including the directional split of driveway traffic, trip distribution, and background traffic growth rate. Previously approved but not completed projects and the intersections to be analyzed along with any associated and available turning movement counts will be provided by the Country Traffic Engineer.~~

~~B. The following elements shall be included in a TIA plan:~~

~~1. A conceptual site plan or subdivision plat identifying accesses to and from existing or proposed streets and intersection.~~

~~2. Description of the proposed development, including the type of proposed land use, the number of residential units by type, the number of existing and proposed lots, the type of proposed nonresidential development and the amount of such development measured by gross floor area or other appropriate unit of measurement, the general size and type of accessory development or facilities, and, for non-residential development, adequate information to identify the appropriate land use category for trip generation.~~

~~3. Projected vehicular trips to and from the completed development during a.m. and p.m. peak hour. The percentage of pass-by trips, if used in the plan, shall be included, as well as the source of this information. Trip rates shall be taken from the ITE manual provided, however, an applicant may elect to perform, at his own expense, a trip generation study that may be submitted as part of the traffic impact analysis plan. Such trip generation study shall be subject to the review and verification of the County Traffic Engineer. For proposed uses not specifically listed in the ITE manual, and for which a trip generation study has not been performed, the County Traffic Engineer, in consultation with the applicant's traffic engineer, shall determine the most appropriate trip generation rate.~~

~~4. A written narrative setting forth the assumptions upon which any projection made in developing the traffic analysis plan shall be included in the analysis. If the assumptions are derived from the ITE manual, the materials shall be referenced and properly cited. If the assumptions are not from the ITE manual, appropriate excerpts from other reliable transportation planning resources shall be stated in the narrative.~~

~~5. The traffic impact analysis shall be based on intersection analysis procedures for signalized and unsignalized intersections as identified in the most current edition of Transportation Research Board's Highway Capacity Manual and/or the last update that analyses and emulates these procedures by means of computer software, if available. The results of any required analysis/computer analysis shall, at a minimum, indicate compliance or variance from the traffic goals in the Beaufort County Comprehensive Plan (2010).~~

~~6. The intersections that must be analyzed in the study are as follows:~~

~~a. Any intersection that serves as a development's point of access. This will include intersections of public and/or private roads with arterials, and driveways offering direct access.~~

~~b. The first major intersection as identified by the County Traffic Engineer on either side of the development's point of access.~~

~~c. Other intersections on arterials if development generates more than 50 a.m. or p.m. peak hour trips to that intersection or when in the opinion of the County Traffic Engineer there is~~

Exhibit A

a potential for a significant impact to the intersection's level of service from site related traffic or intersection demand critical.

d. Unsignalized intersections and access drives shall be considered if development impacts are anticipated. The plan must include the results of an analysis of the operating conditions of critical intersections and/or all intersections identified in the concept plan. The analysis shall reflect the projected condition of these intersections and movements, based on the scheduled opening date of the development. Other phases of the development shall be considered as well.

7. Accident analysis for intersections identified to be included in the study shall be completed for the most recent three years of accident data available from the S.C. Department of Public Safety or the County Traffic Engineer.

8. The average stop time delay in seconds per vehicle for each intersection determined to be critical to the traffic impact analysis shall be compared to the County's adopted traffic service level goal of "D" for the average delay for all vehicles at any signalized intersection during the a.m. and p.m. peak hours.

6.3.50 Mitigation Plan

If the initial analysis indicates that the County's adopted traffic service level goal of "D" will be exceeded, a mitigation plan must be prepared based on additional analysis. The mitigation plan must show how the County's service level goals are addressed as mitigated. Applicants will be responsible to mitigate the traffic impacts at any intersection affected by a proposed development.

A. If a traffic signal is recommended, the analysis shall provide information that does the following:

1. Clearly indicates the need for a traffic signal.

2. Assesses the ability of other existing or planned or proposed public roads to accommodate the new traffic at a location other than the main highway in the vicinity of the proposed development.

3. Describes in detail how a specific development will affect the study area transportation system.

4. Provides documentation of appropriate South Carolina Manual of Uniform Traffic Control Devices (SCMUTCD) signal warrant satisfaction.

5. Gives design geometry of the private road that is consistent with that of public road intersections including curbs, appropriate lane widths, pavement markings and vertical alignment. Other roadway factors to be considered include, but are not limited to, speed, type of highway, grades, sight distance, existing level of service, conflicting accesses, and the effect of future traffic signal systems.

6. Provides an approach throat length for the road to guarantee the movement of vehicles entering the site will not be impeded by on site conditions, and insure that all signal spacing requirements are adequately met.

B. A traffic signal progression analysis is required if the proposed location is closer than the SCDOT standards given the presence of existing signals or the possible existence of future signals proposed as part of a highway signal system.

C. The desirable spacing of signalized intersections on principal arterials is the SCDOT standards or county standards. The County Transportation Engineer may recommend to SCDOT the installation of a traffic signal at locations where using SCDOT standards, spacing is inappropriate due to: topography, existing or proposed road layout; documented accident history; unique physical constraints; existing or proposed land use patterns; or requirements to achieve specific objectives for highway segment designations as shown in any locally adopted land use or transportation plan or approved County transportation plan or approved transportation policy.

Exhibit A

~~D. Signal spacing concerns may be ameliorated in the following ways:~~

~~1. A proposed private road that may otherwise be considered for the installation of a traffic signal may be replaced by an onsite route or a frontage road that directs traffic to or from a nearby public road;~~

~~2. A private road that is being considered for traffic signal installation may be required to connect to the existing or planned local road system to allow uses of surrounding properties;~~

~~3. An existing or proposed intersection may be relocated; or~~

~~4. A shared private road may be required to serve the needs of the multiple properties.~~

~~E. A traffic signal progression analysis for all new, revised or planned traffic signal systems on state highways shall be performed using methods, models, computer software, data sources, roadway segment length, and assumptions approved by the County Traffic Engineer. The roadway segment, analyzed to the extent possible, shall include all traffic signals in the existing or future traffic signal system. The progression analysis shall:~~

~~1. Demonstrate acceptable existing and future traffic signal systems operation that may include the morning peak, evening peak, midday period, and other appropriate time period during any day of the week adjusted for peak season, for cycle lengths and travel speeds approved by the County Traffic Engineer;~~

~~2. Demonstrate sufficient vehicle storage is available at all locations within the traffic signal system without encroaching on the functional boundaries of adjacent lanes and signalized intersections. The functional boundary of an intersection shall be determined in discussion with the County Traffic Engineer based on existing or projected conditions;~~

~~3. Provide a common cycle length with adequate pedestrian crossing times at all signalized intersections; and~~

~~4. Provide a progression bandwidth as large as that required, or as presently exists, for through traffic on arterials & collectors at the most critical intersection within the roadway segment. The most critical intersection is the intersection carrying the highest through volume per lane at the lowest green time/cycle time (g/c) ratio.~~

~~F. The traffic signal progression analysis shall be supplemented by a traffic engineering report that also considers highway capacity and safety of the roadway segment under consideration. Traffic volumes, intersection geometry and lane balance considered at all locations shall be appropriate for the present and future conditions. Present and future conditions are usually considered to include the year of completion, and five years into the future.~~

~~G. A clear and concise summary of recommended improvements that can serve as an executive summary is required.~~

6.3.40 – *TIA Required Components* The TIA shall include the following components unless otherwise coordinated with the Administrator/Manager or his/her designee.

A) Existing conditions. Description of existing traffic conditions, including existing peak-hour traffic volumes adjacent to the site and LOS for study area intersections. Existing traffic signal timings should be used. Morning (a.m.) and evening (p.m.) peak hour turning movement counts from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m., respectively, taken on a Tuesday, Wednesday, or Thursday when area K-12 public and private schools are in session shall be used.

Exhibit A

Other peak periods may need to be counted, as determined by the Administrator/Manager or his/her designee, based on the specifics of the project. This would be determined during the TIA scoping process.

Seasonal data collection or conversion to represent seasonal conditions may be requested for TIAs on Hilton Head Island.

Existing counts may be used if taken within 12 months of the submittal of the TIA, unless authorized by the Administrator/Manager or his/her designee.

Other information that may be required to be collected may include, but is not limited to, crash data, stopping sight distances, and 50th and 85th percentile speeds.

B) Proposed land use. As provided by the Applicant, a description of the current and proposed land use including characteristics such as the number and type of dwelling units, square footage of the floor area, accompanied with a project site plan (with buildings identified as to proposed use) and a schedule for construction of the development and any proposed development stages should also be included in the TIA.

C) Estimate of trip generation. As noted previously, the projected trips for the development should be based on the most recent edition of *the ITE Trip Generation Manual*. Local trip generation studies may be conducted if previously approved by the Administrator/Manager or his/her designee. A table should be provided in the report outlining the categories and quantities of land uses, with the corresponding trip generation rates or equations, and the resulting number of trips. For large developments with multiple phases, the table should be divided based on the trip generation for each phase.

Any reductions due to internal trip capture (to a maximum of 20 percent) and pass-by trips (to a maximum of 10 percent of adjacent street traffic), and modal split should be justified and documented. All trip generation and trip reduction calculations and supporting documentation shall be included in the report appendix. Internal capture and pass-by should be based on *ITE* and National Cooperative Highway Research Program (*NCHRP)* methodologies.

For developments that do not have a final site plan, the highest and best use of the parcel shall be used in the TIA.

D) Trip distribution and traffic assignment. The trip distribution of the projected trip generation to the adjacent street network and study area intersections shall be included in the report and the basis should be explained.

E) Internal circulation, queuing and parking patterns. The TIA will generally review the on-site vehicle circulation, queuing and parking patterns to confirm that the flow of traffic is not impeded on any public street or surrounding intersections and the driveway design meets SCDOT and Beaufort County driveway standards for driveway width, throat, and sight distance requirements and cross access is included on the plan if applicable.

F) Planning horizon. The TIA shall be performed for the year the development will be substantially occupied. The buildout year for the development shall be provided by the

Exhibit A

Applicant. If the development is planned to be phased, the phase year shall be provided by the Applicant.

G) *Growth and Approved developments*. In addition to the non-specific yearly growth, approved yet not constructed developments within the vicinity of the site shall be included in the Future No Build and Build conditions. The approved developments to include in the study shall be coordinated with Administrator/Manager or his/her designee and SCDOT staff.

H) *Future Year Analysis and Identification of Improvements*. A capacity analysis should be performed at each of the intersections and driveways (signalized and unsignalized) in the study area. Intersection analysis shall include LOS determination for the overall intersection or approach depending on the type of control at the intersection in the No-Build (without the development) and Build (with the development) conditions based on the latest HCM methodologies.

If the capacity analysis indicates that an intersection does not meet the LOS standard, a mitigation analysis will be conducted to identify the improvements needed to meet the LOS standard.

If the capacity analysis indicates that an intersection does not meet the LOS standard for No-Build conditions, a mitigation analysis for Build conditions will be conducted to determine the improvements needed to be completed for the project to accomplish the level of service and delay in No-Build conditions or better.

I) *Access management standards*. The report shall include the Applicant provided site plan showing and description of the proposed access points and compare it to the applicable SCDOT and Beaufort County standards and/or plans.

J) *Auxiliary turn lane requirements*. TIAs shall evaluate the need for right- and left-turn lanes at all project driveways. Right- and left-turn lanes shall be installed in accordance with the criteria and warrants contained in SCDOT's ARMS Manual.

K) *Traffic signalization*. If a traffic signal is proposed as a mitigation measure, a preliminary traffic signal warrant analysis based on the Manual on Uniform Traffic Control Devices shall be included in the study. While the installation of a traffic signal on projected volumes may not be able to be initially installed as the project traffic volumes are not yet realized, the Applicant shall provide funds for the future signal(s) to the County to deposit into an escrow or special account set up for this purpose, if future installation of a traffic signal(s) approved. The Applicant is also responsible for conducting the future traffic signal warrant studies at the direction of the County.

The Applicant should make any laneage improvements during construction so that if in the horizon year a signal is warranted, one may be installed with little impact to the intersection.

L) *Mitigation and alternatives*. The TIA should include proposed improvements or access management techniques as necessary to meet the LOS standards. The Administrator/Manager or his/her designee will be responsible for final determination of mitigation improvements required to be constructed by the Applicant as a part of the

Exhibit A

development. Any improvements identified for the project including any future traffic signal installations are above and beyond any transportation impact fees.

6.3.50 – *Coordination with SCDOT*

A) The draft TIA shall be submitted to SCDOT and other applicable municipalities for review and comment. Any SCDOT comments or requirements shall be incorporated in the study. These comments shall be coordinated with County staff and shall be addressed prior to the finalization of the traffic study.

6.3.60 – *Review and acceptance of traffic impact analysis*

A) The Administrator/Manager or his/her designee shall also review and approve the traffic study once all County and SCDOT comments are addressed. The Administrator/Manager or his/her designee shall issue a memo or similar documenting the approval of the traffic study and the required mitigation associated with the project.

6.3.70 – *Expiration Traffic Impact Analysis*

A) The Administrator/Manager or his/her designee may require an update to a previously approved TIA if any of the following criteria are met:

1) If a proposed development does not commence within 12 months of the traffic impact analysis.

2) If the scale, intensity, or phasing of the proposed development that were contemplated in the approved traffic impact analysis are modified.

3) If the number of access points, location of access points, or type of access points (right-in, right-out driveway, full access driveway, etc.) that were contemplated in the approved traffic impact analysis are modified.

4) If the built environment dictates a change in land use or traffic distribution from what was previously contemplated within an approved TIA.

5) If the proposed development is not completed within the proposed buildout date utilized in the TIA.

~~B. **Action on Traffic Impact Analysis.** Based on the TIA findings and recommendations, as approved by the County Traffic Engineer, an applicant may be required to provide construction of recommended improvements, pay fees in lieu of construction, or phase or revise the proposed development to insure the County's adopted traffic service level goals are met.~~

~~C. **Timing of Implementation.** If a traffic mitigation program is part of an approved traffic impact analysis plan, the developer may be required to place a performance bond on all traffic mitigation improvements required as a result of the development. This requirement may arise if the timing of the improvements needs to be synchronized with other scheduled improvements anticipated for the area.~~

~~D. **Responsibility for Costs of Improvements.** The costs of implementation of an approved mitigation program shall be the responsibility of the applicant. No Certificates of Compliance or Building Permits shall be issued unless the traffic impact analysis recommendations are met.~~

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL A-TAX
MEETING NAME AND DATE:
Finance Committee Meeting; June 17, 2024
PRESENTER INFORMATION:
John Robinson, Interim County Administrator Christine Webb, Director of Compliance
ITEM BACKGROUND:
PROJECT / ITEM NARRATIVE:
Based on historical amounts, the County has projected that Fiscal Year 2024-2025 ("FY25") will produce $2,202,900 ("Projected Revenue") in revenue from the Local A-Tax. Additional available funds consist of $3,009,924 of prior year fund balance and $40,000 of estimated interest income. In accordance with the applicable Beaufort County Code Sections, the County desires to have Local A-Tax collected and appropriated during the entire term FY25.
FISCAL IMPACT:
Potential appropriation of funds in the amount of $5,252,824 of Local A-Tax revenue
STAFF RECOMMENDATIONS TO COUNCIL:
Approval of ordinance appropriating FY 25 Local A-Tax funds
OPTIONS FOR COUNCIL MOTION:
Motion to Deny Motion to move forward to County Council an ordinance providing for the distribution of funds for fiscal year 2024-2025 generated by the local accommodations tax (3 readings and public hearing required)

ORDINANCE 2024/_____

AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL ACCOMMODATIONS TAX

WHEREAS, Beaufort County ("County") collects and administers a 3% local accommodations tax pursuant to S.C. Code Sections 4-9-30 and 6-1-500 and as provided in Beaufort County Code Sec. 66-41, hereinafter referred to as "Local A-Tax"; and

WHEREAS, the Local A-Tax revenues shall only be used for the exclusive purposes provided in Beaufort County Code Sec. 66-44(a), must be allocated pursuant to Beaufort County Code Sec. 66-45, and in accordance with Beaufort County Code Sec. 66-44(b) authorization to utilize Local A-Tax funds shall be by ordinance adopted by the Beaufort County Council; and

WHEREAS, based on historical amounts, the County has projected that Fiscal Year 2024-2025 ("FY25") will produce $2,202,900 ("Projected Revenue") in revenue from the Local A-Tax. Additional available funds consist of $3,009,924 of prior year fund balance and $40,000 of estimated interest income; and

WHEREAS, in accordance with the applicable Beaufort County Code Sections, the County desires to have Local A-Tax collected and appropriated during the entire term FY25. Based on the Projected Revenue and other available funds as stated above, the Local A-Tax funds for FY25 shall be appropriated as follows:

1. An amount not to exceed $300,000 for workforce housing after the required study has been completed.

2. Twenty (20%) Percent for emergency contingency and on the effective date of this ordinance the required $1,000,000 maximum has been met. The allocation provided in this Section shall only be allocated if at any time the emergency contingency funds are below the $1,000,000 maximum balance established in Beaufort County Code Section 66-45.

3. An amount not to exceed $1,052,824 for the construction of, improvements to, or maintenance of the Okatie River Park.

4. An amount not to exceed $2,900,000 for Beaufort County tourism-related projects pursuant Beaufort County Code Section 66-44(a)(1) – (9).

5. An amount not to exceed $1,000,000 for tourism-related projects pursuant to Beaufort County Code Section 66-44(a)(1) – (9).

WHEREAS, the future appropriation of Local A-Tax funds for specific projects under the categories set forth above may be approved by County Council by way of a resolution; and

WHEREAS, this Ordinance shall be retroactively be effective on July 1, 2024, and all funds collected starting on July 1, 2024, shall be appropriated as described herein; and

WHEREAS, Beaufort County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to appropriate funds as described above for FY25.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that revenue from the Beaufort County Local Accommodations Tax shall be appropriated as stated herein for Fiscal Year 2024-2025.

DONE this _____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

_____
Joseph Passiment, Council Chairman

ATTEST:

_____
Sarah Brock, Clerk to Council

SECTION 2. This Ordinance shall become effective on July 1, 2024.

Ordered in meeting duly assembled on this _____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

_____

Joseph Passiment, Council Chairman

ATTEST:

_____

Sarah Brock, Clerk to Council

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL HOSPITALITY TAX

MEETING NAME AND DATE:

Finance Committee Meeting; June 17, 2024

PRESENTER INFORMATION:

John Robinson, Interim County Administrator
Christine Webb, Director of Compliance

ITEM BACKGROUND:

PROJECT / ITEM NARRATIVE:

Based on historical amounts, the County has projected that Fiscal Year 2024-2025 ("FY25") will produce $3,040,000 ("Projected Revenue") in revenue from the Local H-Tax. Additional available funds consist of $3,995,000 of prior year fund balance and $40,000 of interest revenue. In accordance with the applicable Beaufort County Code Sections, the County desires to have Local H-Tax collected and appropriated during the entire term FY25.

FISCAL IMPACT:

Potential appropriation of funds in the amount of $7,075,000 in Local H-Tax funds.

STAFF RECOMMENDATIONS TO COUNCIL:

Approval of ordinance appropriating FY25 Local H-Tax funds

OPTIONS FOR COUNCIL MOTION:

Motion to Deny

Motion to move forward to County Council an ordinance providing for the distribution of funds for fiscal year 2024-2025 generated by the local hospitality tax (3 readings and public hearing required)

ORDINANCE 2024/_____

AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2024-2025 GENERATED BY THE LOCAL HOSPITALITY TAX

WHEREAS, Beaufort County ("County") collects and administers a 2% local hospitality tax pursuant to S.C. Code Sections 4-9-30 and 6-1-700 and as provided in Beaufort County Code Sec. 66-531, hereinafter referred to as "Local H-Tax"; and

WHEREAS, Local H-tax revenues shall only be used for the exclusive purposes provided in Beaufort County Code Sec. 66-534(a) and in accordance with Beaufort County Code Sec. 66-534(b) authorization to utilize Local H-Tax funds shall be by ordinance adopted by Beaufort County Council; and

WHEREAS, based on historical amounts, the County has projected that Fiscal Year 2024-2025 ("FY25") will produce $3,040,000 ("Projected Revenue") in revenue from the Local H-Tax. Additional available funds consist of $3,995,000 of prior year fund balance and $40,000 of interest revenue; and

WHEREAS, in accordance with the applicable Beaufort County Code Sections, the County desires to have Local H-Tax collected and appropriated during the entire term of FY25. Based on the Projected Revenue and other available funds as stated above, the Local H-Tax funds for FY25 shall be appropriated as follows:

Advertising	$ 100,000
Beaufort County Projects	$ 4,975,000
Tourism Projects	$ 1,000,000
Transfer Out to General Fund	$ 1,000,000
Total for FY25:	$ 7,075,000

WHEREAS, the future appropriation of Local H-Tax funds for specific projects under the categories set forth above may be approved by County Council by way of a resolution; and

WHEREAS, this Ordinance shall be retroactively be effective on July 1, 2024, and all funds collected starting on July 1, 2024, shall be allocated as described herein; and

WHEREAS, Beaufort County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to allocate funds as described above for FY25; and

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that revenue from the Beaufort County Local Hospitality Tax shall be appropriated as stated herein for Fiscal Year 2024-2025.

DONE this _____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

_____

Joseph Passiment, Council Chairman

ATTEST:

_____
Sarah Brock, Clerk to Council

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

CONSIDERATION OF AN ORDINANCE AMENDING THE ZONING MAP FOR 4.73 ACRES (R200 019 000 0076 0000) LOCATED AT 26 EUSTIS LANDING ROAD FROM T2 RURAL (T2R) AND T2 RURAL CENTER (T2RC) TO T2 RURAL CENTER (T2RC).

MEETING NAME AND DATE:

Community Services and Land Use Committee Meeting, June 10, 2024

PRESENTER INFORMATION:

Robert Merchant, AICP, Director, Beaufort County Planning and Zoning

(10 minutes needed for item discussion)

ITEM BACKGROUND:

This rezoning application went before the Beaufort County Planning Commission at their May 6, 2024, meeting. At that time, the Commission voted unanimously to recommend denial of the proposed amendment to County Council.

PROJECT / ITEM NARRATIVE:

The applicant is seeking to amend the zoning of an undeveloped, 4.73-acre parcel. It is currently zoned T2 Rural and T2 Rural Center, and the applicant is requesting a zoning amendment to T2 Rural Center in order to accommodate a marine service/repair shop.

FISCAL IMPACT:

Not applicable

STAFF RECOMMENDATIONS TO COUNCIL:

The proposed rezoning does not align with the established guidelines outlined in the Comprehensive Plan. The plan specifically recommends for a Rural Crossroads Place Type. It also refers to the 2019 Lady's Island plan which recommends moving the growth boundary to the eastern boundary of the Walmart site; rezonings in the proposed area would be counter to this recommendation. Furthermore, the zoning of the parcel was deliberately designed to confine businesses along Sea Island Parkway and prevent their encroachment onto local roads. Staff recommends denial of the proposed zoning amendment.

OPTIONS FOR COUNCIL MOTION:

*Motion to approve, modify, or deny the application as submitted;**

*Approval of the application with a reduction in the area proposed to be rezoned;**

Approval of a rezoning to a more restricted base zone than requested in the application; or*

*Denial of the application.**

**Council's decision must be based on the standards in Section 7.3.40 C of the Community Development Code (Attachment A to this AIS) and must clearly state the factors considered in making its decision and the basis or rationale for the decision. (7.4.90 B.3). These factors are as follows:*

1. *Is consistent with and furthers the goals, and policies of the Comprehensive Plan and the purposes of this Development Code. In areas of new development, a finding of consistency with the Comprehensive Plan shall be considered to meet the standards below, unless compelling evidence demonstrates the proposed amendment would threaten the public health, safety, and welfare if the land subject to the amendment is classified to be consistent with the Comprehensive Plan;*
2. *Is not in conflict with any provision of this Development Code, or the Code of Ordinances;*
3. *Addresses a demonstrated community need;*
4. *Is required by changed conditions;*
5. *Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land;*
6. *Would not adversely impact nearby lands;*
7. *Would result in a logical and orderly development pattern;*
8. *Would not result in adverse impacts on the natural environment—including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and*
9. *Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).*

Attachment A.

CDC Section 7.3.40 B.7 Zoning Map Amendment (Rezoning) provides:

The County Council's decision shall be based on the standards in Subsection 7.4.30 C and shall be one of the following:

1. Approval of the application as submitted;
2. Approval of the application with a reduction in the area proposed to be rezoned;
3. Approval of a rezoning to a more restricted base zone than requested in the application;
4. Denial of the application.

CDC Section 7.3.40 C. Zone Map Amendment Review Standards.

The advisability of an amendment to the Official Zoning Map is a matter committed to the legislative discretion of the County Council and is not controlled by any one factor. In determining whether to adopt or deny a proposed Zone Map Amendment, the County Council shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. Is consistent with and furthers the goals, and policies of the Comprehensive Plan and the purposes of this Development Code. In areas of new development, a finding of consistency with the Comprehensive Plan shall be considered to meet the standards below, unless compelling evidence demonstrates the proposed amendment would threaten the public health, safety, and welfare if the land subject to the amendment is classified to be consistent with the Comprehensive Plan;
2. Is not in conflict with any provision of this Development Code, or the Code of Ordinances;
3. Addresses a demonstrated community need;
4. Is required by changed conditions;
5. Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land;

6. Would not adversely impact nearby lands;
7. Would result in a logical and orderly development pattern;
8. Would not result in adverse impacts on the natural environment—including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
9. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).

CDC Section 7.4.90 B.3 provides:

County Council's decision shall clearly state the factors considered in making the decision and the basis or rationale for the decision.

REZONING REQUESTS

I MOVE THAT WE GRANT/(DENY) THE REQUEST FOR REZONING FOR THE FOLLOWING REASONS (STATE ALL THAT SUPPORT YOUR MOTION).

THE REQUEST:

1. **IS/ (IS NOT) CONSISTENT WITH THE GOALS AND POLICIES OF THE COMPREHENSIVE CODE AND THE PURPOSES OF THE DEVELOPMENT CODE; _____**

2. **IS NOT/ (IS) IN CONFLICT WITH PROVISIONS OF THE DEVELOPMENT CODE AND OR OUR CODE OF ORDINANCES; _____**

3. **DOES/ (DOES NOT) ADDRESS A DEMONSTRATED COMMUNITY NEED; _____**

4. **IS/ (IS NOT) REQUIRED BY CHANGED CONDITIONS; _____**

5. **IS/ (IS NOT) COMPATIBLE WITH EXISTING AND PROPOSED USE OF LAND SURROUNDING THIS LAND; _____**

6. **WOULD NOT/ (WOULD) ADVERSELY AFFECT NEARBY LAND; _____**

7. **WOULD/ (WOULD NOT) RESULT IN LOGICAL AND ORDERLY DEVELOPMENT PATTERNS; _____**

8. **WOULD NOT/ (WOULD) RESULT IN ADVERSE IMPACT ON THE NATURAL ENVIRONMENT (WATER, AIR, NOISE, STORMWATER MANAGEMENT, WILDLIFE, VEGITATION, WETLANDS, AND THE NATURAL FUNCTIONING OF THE ENVIRONEMENT); _____**

9. **WOULD/ (WOULD NOT) RESULT IN DEVELOPMENT THAT IS ADEQUATELY SERVED BY PUBLIC FACILITITES (STREETS, POTABLE WATER, SEWER, STORMWATER MANAGEMENT, SOLID WASTE COLLECTION AND DISPOSAL, SCHOOLS, PARKS, POLICE, FIRE, EMERGENCY MEDICAL FACILITIES). _____**

MEMORANDUM

TO: Alice Howard, Chair, Community Services and Land Use Committee of County Council

FROM: Robert Merchant, AICP, Beaufort County Planning and Zoning Department

DATE: June 10, 2024

SUBJECT: CONSIDERATION OF AN ORDINANCE AMENDING THE ZONING MAP FOR 4.73 ACRES (R200 019 000 0076 0000) LOCATED AT 26 EUSTIS LANDING ROAD FROM T2 RURAL (T2R) AND T2 RURAL CENTER (T2RC) TO T2 RURAL CENTER (T2RC).

STAFF REPORT:

A. BACKGROUND:

Case No.	CDPA-000036-2024
Owner:	Land Lovers, Inc
Agent:	John Torrens, Marine Tech Services
Property Location:	26 Eustis Landing Rd
District/Map/Parcel:	R200 019 000 0076 0000
Property Size:	4.73 Acres
Current Future Land Use Designation:	Rural (Rural Crossroads Place Type)
Current Zoning District:	T2 Rural (T2R) and T2 Rural Center (T2RC)
Proposed Zoning District:	T2 Rural Center

B. SUMMARY OF REQUEST: The applicant is requesting to rezone an undeveloped flag-shaped parcel made of 4.73 acres. The request is to accommodate a marine service/repair shop. The current zoning of the property is split between T2R along Eustis Landing Road and T2RC along Sea Island Parkway. The surrounding lands are comprised of a gas station and seafood market along Sea Island Parkway and single-family homes along Eustis Landing Road.

C. EXISTING ZONING: The lot is currently zoned T2RC and T2R. The portion being considered is zoned T2 Rural, which permits residential development at a density of one dwelling unit per three acres. T2R also permits very limited non-residential uses.

D. PROPOSED ZONING: The proposed zoning district is T2 Rural Center. The Community Development Code (CDC) defines the Rural Center district as **"**The Rural Center (T2RC) Zone applies to areas that are in the immediate vicinity of a Rural Crossroads or other important rural intersections, where service and limited commercial uses can cluster in more closely spaced buildings of residential character." Businesses such as General Retail, Bar/Tavern/Nightclub, and General Office/Services are some of the permitted/conditional uses.

E. TRAFFIC IMPACT ANALYSIS (TIA): According to Section 6.3.20.D of the CDC, *"An application for a rezoning shall include a TIA where the particular project or zoning district may result in a development that generates 50 trips during the peak hour or will change the level of service of the affected street."* The application does not require a TIA.

F. ZONING MAP AMENDMENT REVIEW STANDARDS: In determining whether to adopt or deny a proposed Zone Map Amendment, the County Council shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

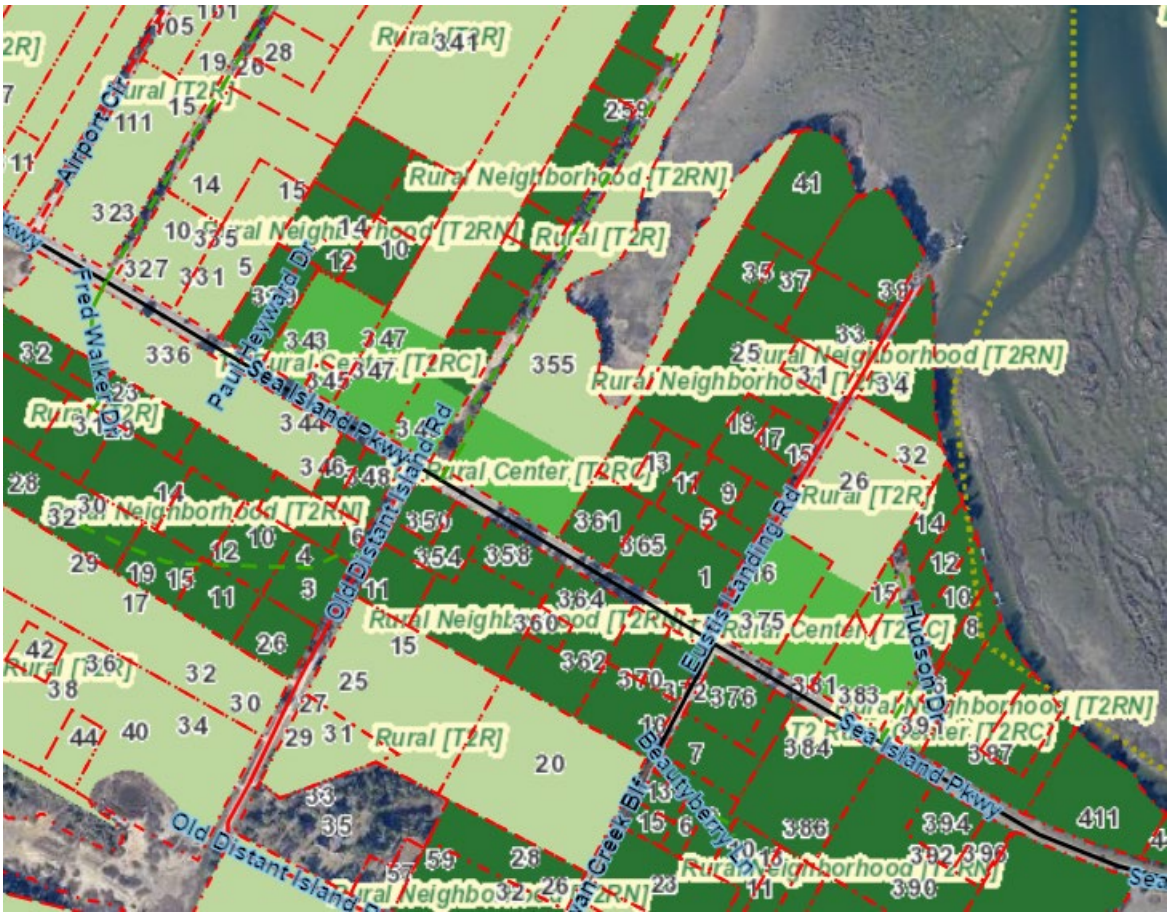
1. **Is consistent with and furthers the goals, and policies of the Comprehensive Plan and the purposes of this Development Code;**
   No, the Comprehensive Plan identifies this particular site as Rural Crossroads Place Type. This means that the Place Type Overlay provision should be used when this property is upzoned. Rural crossroads are typically located at the intersection of two or more rural roads. They provide a small amount of pedestrian-oriented, locally-serving retail in a rural context, and transition quickly into agricultural uses or the natural environment as one moves away from the intersection. Zoning the entire property T2RC would extend the commercial center of the district 425 feet further into the neighborhood which is incompatible with this Place Type. The Comprehensive Plan calls for revising the growth boundaries between the City and the County in accordance with the 2019 Lady's Island Plan. In this area, it recommends moving it to the eastern boundary of the Walmart site. Any rezonings in this area resulting in more commercially-zoned land would be counter to this recommendation.

2. **Is not in conflict with any provision of this Development Code, or the Code of Ordinances;**
   Yes, it is not in conflict with any provision.

3. **Addresses a demonstrated community need;**
   No, this rezoning does not address a community need.

4. **Is required by changed conditions;**
   No, no changes require a rezoning. See 3.

5. **Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land;**
   No, it is not compatible. The parcels that are zoned T2RC nearby are also split-zoned along the front portion to ensure Rural Center uses are concentrated along Sea Island Parkway and single-family homes are located along the local roads. Furthering the depth of T2RC coverage would disrupt the intentional development pattern in this area and create a precedent for the nearby parcels.



6. **Would not adversely affect nearby lands;**
   This would adversely affect nearby lands. Commercial traffic could significantly disrupt the rural intent of Eustis Landing, especially considering that the parcel extends more than halfway deep into Eustis Landing Road, potentially impacting the quality of life for its single-family homeowners.

7. **Would result in a logical and orderly development pattern**;
   No, see 5 and 6.

8. **Would not result in adverse impacts on the natural environment – including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:**
   No, any development on the site would be required to adhere to the natural resource protection, tree protection, wetland protection, and stormwater standards in the Community Development Code and the Stormwater BMP Manual.

9. **Would result in development that is adequately served by public facilities (e.g.. streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities:**
   Yes, the development would not affect schools. The developer will be responsible for covering any required enhancements or expansions to water and sewer capacities resulting from the proposed project.

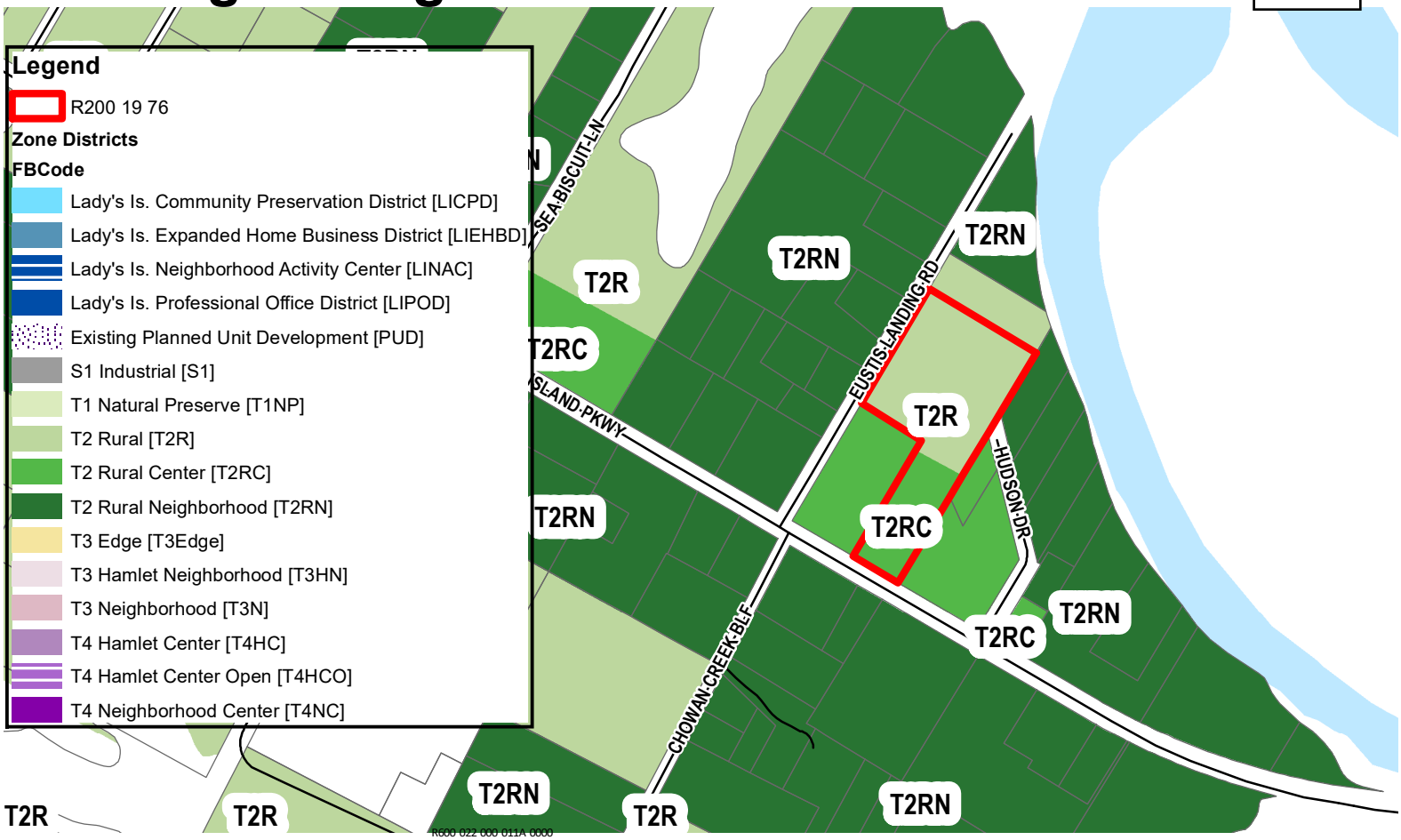
G. STAFF RECOMMENDATION: Staff recommends denial for the reasons stated in Section F above. The zoning of the parcel was deliberately designed to confine businesses along Sea Island Parkway and prevent their encroachment onto local roads. This intentional limitation on growth in this specific area has been established to preserve its character. In addition, the Comprehensive Plan specifies that any rezoning in this area should adhere to the Rural Crossroads Place Type, which is not the case with the current proposal.

H. This rezoning went before the Beaufort County Planning Commission at their May 6, 2024 meeting. At that time, the Commission voted unanimously to recommend denial of the proposed amendment to County Council.

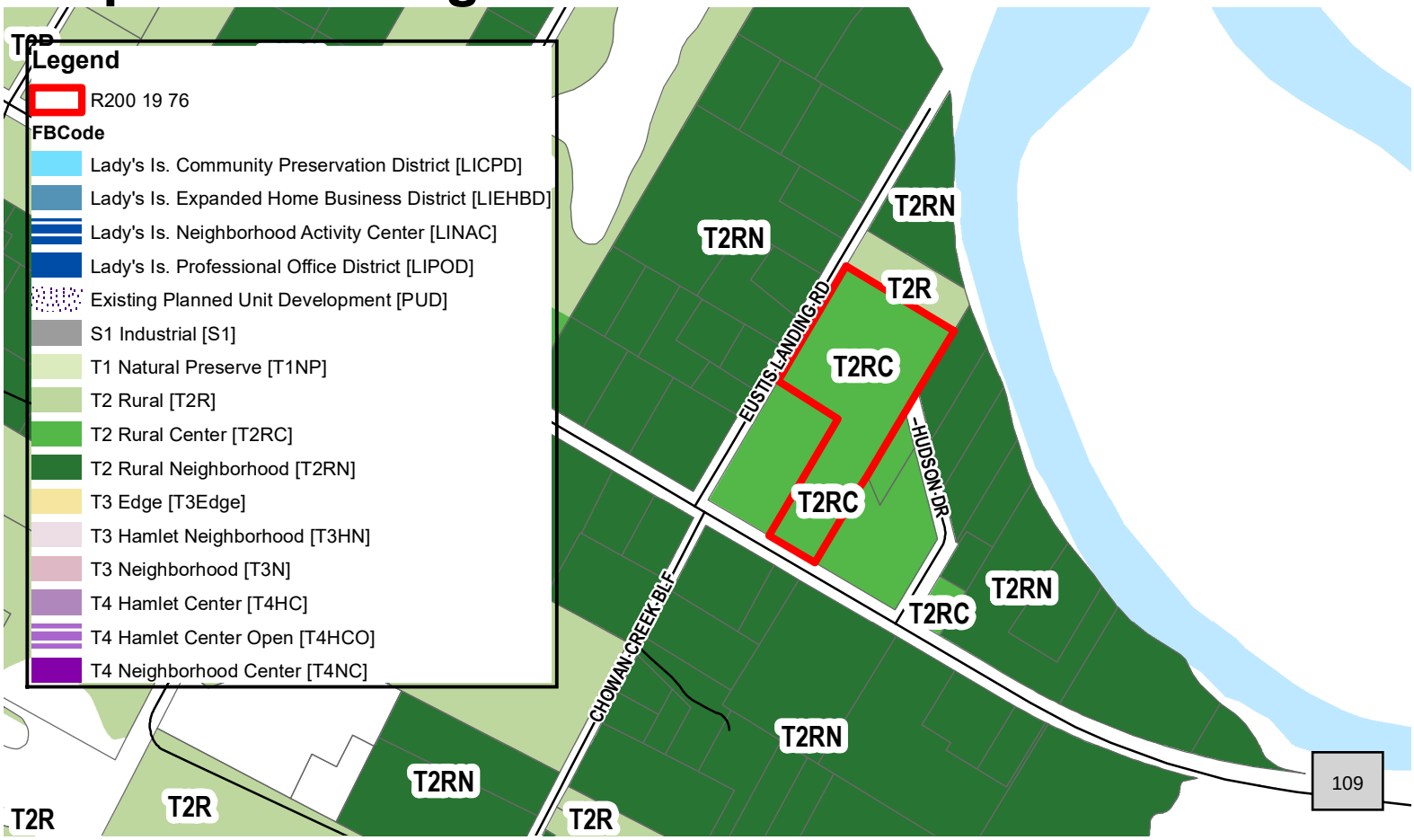
I. ATTACHMENTS

- Zoning Map (existing and proposed)
- Application

Existing Zoning



Proposed Zoning



Marine Tech Services
Sail & Motor Yacht Systems

March 21, 2023

Beaufort County Council

Subject: 26 Eustis Landing Rd – Rezoning Application

Please find attached our application for consideration to develop the rear portion of subject parcel consistent with the current zoning of the front of the property.

Our business plan aligns with the conditional requirements for development in zone T2RC and follows the guidelines of the Comprehensive Zoning Plan.

The frontage on Sea Island Pkwy will remain light commercial in appearance and activity. Our service/repair building with offices in front will complement the business parcels on either side of the subject property, which consists of a gas station with parking in the rear, a seafood market and a kitchen design business.

Our hope is to develop the rear portion in a low impact manner to retain the rural in appearance open space atmosphere for parking and staging of our customer's recreational equipment (boats & RV's). Their assets require servicing/maintenance, repair and oversight.

Our small family business, Marine Tech Services, is Veteran owned and Disabled Veteran operated. When our business was located on Hilton Head Island, Marine Tech Services won the "Best of HHI" award many times.

We currently provide marine services to all of Beaufort County and beyond from our center of operations at Dataw Island Marina. Our service staff and technicians provide maintenance and repair services for local boaters as well as many transients from Maine to the southern Caribbean. We also staff and manage the Marina day to day operations including fueling and hauling and launching of boats to and from the dry stack and on the hard storage.

While developing and refining our marine service business, we also responded to a substantial number of requests to service and or repair recreational vehicles. That was done successfully and we want to expand the business to encompass the RV market along with the marine side of the business.

Our equipment and technicians have been called on to provide emergency services to many local waterways and marinas. We have also provided assistance with post-hurricane cleanup on both water and land throughout Beaufort County.

Marine Tech Services
Sail & Motor Yacht Systems

As Beaufort and the surrounding lowcountry attract new residents, the need for our particular services will continue to increase. Unfortunately, waterfront services are being replaced by waterfront living. Developers are building condos, townhouses and clustered single family gated communities all of which squeeze and shrink marina located service operations.

The space available for our marine business operations at Dataw has no room for expansion and certainly no room to accommodate the much needed RV services.

The implementation of our business plan with this additional site will improve our ability to serve our current customers as well as accommodate future growth.

Being Beaufort County residents and successful business operators for 22 years, we understand the importance of operating our business in a safe, efficient and neighborhood friendly way. The above details are provided with the intent of conveying our commitment to provide the best possible services and future needs to the growing Beaufort area.

We sincerely appreciate your consideration of our proposal.

John D. Torrens, President
Marine Tech Services

100 Marina Drive, St. Helena Island, SC 29920 ~ E-Mail: info@marinetechhhi.com www.MarineTechHHI.com
Phone: 843-842-2187 Fax: 888-316-3010

BEAUFORT COUNTY, SOUTH CAROLINA
COMMUNITY DEVELOPMENT CODE (CDC) ZONING MAP AMENDMENT

TO: Beaufort County Council

The undersigned hereby respectfully requests that the Community Development Code (CDC) be amended as described below:

GENERAL INFORMATION	
OWNER'S NAME(S)*:	Land Lovers, Inc. Frank Cummings & Varn Cummings
MAILING ADDRESS:	PO Box 186 Hampton, SC 29924
PHONE:	803-608-4598
EMAIL:	fcummings@sc.rr.com whippyswamp@yahoo.com
NAME OF APPLICANT (IF DIFFERENT FROM OWNER):	John Torrens
MAILING ADDRESS:	Marine Tech Services 100 Marina Dr. St. Helena Island, SC 29920
PHONE:	Office 843-842-2187 x2 Mobile 843-263-5328 or 843-338-1385
EMAIL:	kristy@marinetechhhi.com

*Only property owners or their authorized representative/agent can sign this application. If there are multiple owners, each property owner must sign an individual application and all applications must be submitted simultaneously. If a business entity is the owner, the authorized representative/agent of the business must attach: 1- a copy of the power of attorney that gives him the authority to sign for the business, and 2- a copy of the articles of incorporation that lists the names of all the owners of the business.

PROPERTY INFORMATION	
PARCEL NUMBER(S) (TMS):	R200-019-000-0076-0000
ADDRESS OF SUBJECT PARCEL(S):	26 Eustis Landing Rd. Beaufort, SC 29907
SIZE OF SUBJECT PROPERTY:	4.73 Acres
PRESENT ZONING CLASSIFICATION (AND ANY APPLICABLE OVERLAY DISTRICTS):	T2RC & T2R
REQUESTED ZONING CLASSIFICATION:	T2RC
REASON FOR REQUEST:	Rezone back half of property (T2R) to match front half (T2RC) to allow for Service & Parking of Boats & RV's.
ATTACH TRAFFIC IMPACT ANALYSIS (TIA) (IF APPLICABLE)**	n/a

**The applicant should address and attach a Traffic Impact Analysis per Division 6.3.20(D) if a particular project or zoning district may result in a development that generates 50 trips during the peak hour or will change the level of service of the affected street.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proof for the proposed rezoning rests with the owner.

W. Van Cummings
Signature of Owner

Date

UPON RECEIPT OF APPLICATIONS, THE STAFF HAS THREE (3) WORKDAYS TO REVIEW ALL APPLICATIONS FOR COMPLETENESS. THE COMPLETED APPLICATIONS WILL BE REVIEWED FIRST BY THE BEAUFORT COUNTY PLANNING COMMISSION SUBCOMMITTEE RESPONSIBLE FOR THE AREA WHERE YOUR PROPERTY IS LOCATED. MEETING SCHEDULES ARE LISTED ON THE APPLICATION PROCESS (ATTACHED). COMPLETE APPLICATIONS MUST BE SUBMITTED BY *NOON* FIRST MONDAY OF THE MONTH PRIOR TO THE APPLICABLE PLANNING COMMISSION MEETING DATE.

SUBMISSION OF APPLICATION. ALL APPLICATIONS SHALL BE SUBMITTED TO THE APPROPRIATE COUNTY DEPARTMENT. NO APPLICATION WILL BE ACCEPTED UNLESS ACCOMPANIED BY THE REQUIRED FEE. APPLICATIONS RECEIVED BEFORE 12:00 P.M. SHALL BE DATED THE SAME WORKING DAY. APPLICATIONS RECEIVED AFTER 12:00 P.M. SHALL BE DATED THE NEXT WORKING DAY.

FOR MAP AMENDMENT REQUESTS, THE PLANNING OFFICE WILL POST A NOTICE ON THE AFFECTED PROPERTY AS OUTLINED IN DIV. 7.4.50 OF THE COMMUNITY DEVELOPMENT CODE.

CONTACT THE PLANNING DEPARTMENT AT (843) 255-2140 FOR EXACT APPLICATION FEES.

Section 7.3.40 Zone Map Amendment (Rezoning)

1. Is consistent with and furthers the goals, and policies of the Comprehensive Plan and the purposes of this Development Code. In areas of new development, a finding of consistency with the Comprehensive Plan shall be considered to meet the standards below, unless compelling evidence demonstrates the proposed amendment would threaten the public health, safety, and welfare if the land subject to the amendment is classified to be consistent with the Comprehensive Plan:

We feel that our proposed use, which is currently approved in the current front half zoning of T2RC is consistent with and furthers the goals, and policies of the Comprehensive Plan and the purposes of this Development Code.

2. Is not in conflict with any provision of this Development Code, or the Code of Ordinances:

To the best of our knowledge, our proposed use of this property is not in conflict with any provision of this Development Code, or the Code of Ordinances.

3. Addresses a demonstrated community need: Our proposed of this property is one of a kind in this area.

Our business plan is to provide boat and RV repairs and servicing as well as comprehensive repairs and/or refits under roof. Additionally, long and short term parking and storage will be offered to our boat and RV customer on as as-needed basis.

4. Is required by changed conditions:

Growing residential expansion and development is restrictive as to the parking and storage of recreational assets such as boats and RV's.

5. Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land:

The frontage of the parcel will remain commercial in appearance and activity as do the parcels to either side of subject property. The back portion of the property would remain low impact to maintain the rural in appearance open space to accommodate our staging and storage needs.

6. Would not adversely impact nearby lands:

Nothing in our business plan would adversely impact nearby lands. Our intent is to offer the beneficial services needed in a safe, secure and esthetically pleasing manner.

7. Would result in a logical and orderly development pattern:

Our business plan will result in a logical and orderly development pattern and will be a benefit to the community for the long term. As the population in Beaufort County continues to grow... the need for our services will grow along with it.

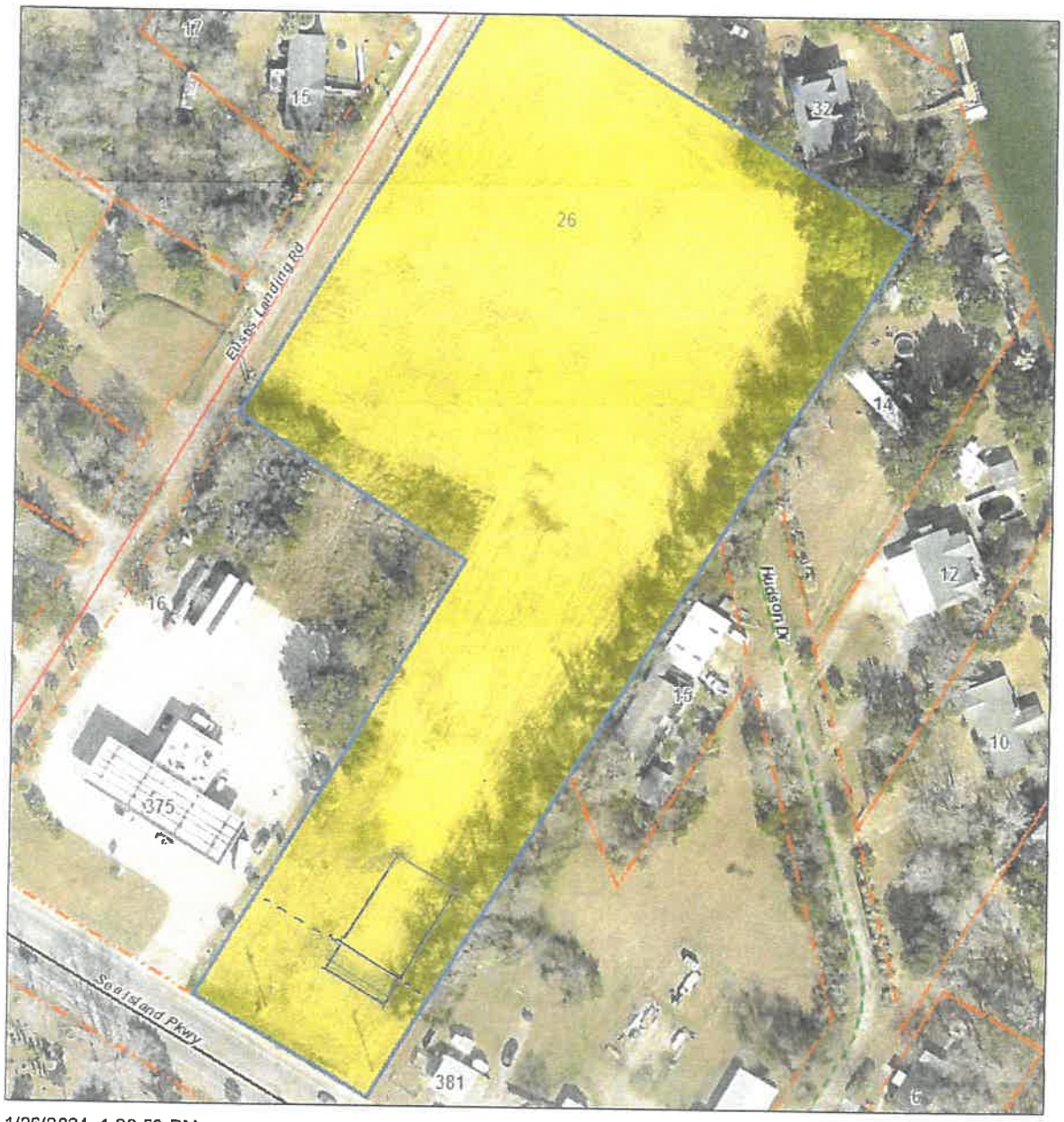
8. Would not result in adverse impacts on the natural environment—including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment:

Operations would adhere to all state and local environmental requirements. The development will have a very low impact on existing conditions. There are no trees or vegetation to be removed and there are no wetlands in the vicinity. Non-pervious surfaces will be confined to the footprint of the service/office building. There are no plans for non-pervious surfaces, i.e. concrete, asphalt roads that could impact natural drainage.

9. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities)

Inquiries have been made to the above mentioned public facilities and this development is adequately served by all in question.

26 Eustis Landing Rd



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Road Classifications

STATE, PAVED

COUNTY, PAVED

PRIVATE, UNPAVED

Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | ArcGIS Web AppBuilder

ORDINANCE 2024/_____

AN ORDINANCE AMENDING THE ZONING MAP FOR 4.73 ACRES (R200 019 000 0076 0000) LOCATED AT 26 EUSTIS LANDING ROAD FROM T2 RURAL (T2R) AND T2 RURAL CENTER (T2RC) TO T2 RURAL CENTER (T2RC).

WHEREAS, the property located at 26 Eustis Landing Road (R200 019 000 0076 0000) is currently zoned T2 Rural and T2 Rural Center; and

WHEREAS, the owner of the property has requested to change to zoning of the property to T2 Rural Center; and

WHEREAS, the Beaufort County Comprehensive Plan encourages rural character with low-density residential development, supporting small scale commercial, and agricultural uses and designates this site as a location to implement a Rural Crossroads Place Type; and

WHEREAS, the Beaufort County Planning Commission considered the request on May 6, 2024, voting unanimously to recommend that County Council deny the request; and

WHEREAS, County Council now wishes to amend the zoning map to change the zoning of the property from T2 Rural and T2 Rural Center to T2 Rural Center.

NOW, THEREFORE be it ordained by County Council in a meeting duly assembled as follows:

To adopt an ordinance amending the zoning map for 4.73 acres (R200 019 000 0076 0000) located at 26 Eustis Landing Road from T2 Rural (T2R) and T2 Rural Center (T2RC) to T2 Rural Center (T2RC).

Ordained this ___ day of _____, 2024

_____

Joseph Passiment, Chairman

_____

Sarah Brock, Clerk to Council

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMENDATION OF APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS COOLER TRACT B

MEETING NAME AND DATE:

Finance Committee; August 19, 2024

PRESENTER INFORMATION:

Brittany Ward, County Attorney for Administration and Departments
Jared Fralix, ACA for Engineering (10 minutes)

ITEM BACKGROUND:

SC 170 is one of the major corridors in the County with some of the highest traffic volumes in the region. As the area continues to grow, additional traffic will add to existing pressures on the roadway. In 2019, Lowcountry Area Transportation Study (LATS) finalized an access management plan for this section of SC 170 (from US 278 to SC 462) that provided recommendations for future improvements for the roadway. Beaufort County is currently working to advance those recommendations into the design phase for The Triangle Project (SC 170, US 278, and Argent Blvd). The Triangle project is listed on the proposed 2024 Sales Tax Referendum

PROJECT / ITEM NARRATIVE:

A 2.81-acre parcel at the corner of SC 170 and SC 462 known as Cooler Tract B (TMS R600-008-000-0625-0000) is currently on the market for sale. Although the final improvements at this intersection are undetermined at this time, it is envisioned that the planned roadway improvements that will be part of The Triangle project would require significant right-of-way acquisition along this parcel. Should the parcel be sold for development purposes and constructed upon, the potential right-of-way impacts may have significant adverse impacts to the development a may be rendered a total acquisition for the project at a much higher value the current undeveloped status of the property. Per recent appraisal obtained by the County, the appraised value is $1,140,000.

FISCAL IMPACT:

The cost of the purchase is be the appraisal value, $1,140,000, plus closing costs. Funding for this project is Land Purchase account 4000-80-1000-54400 with a balance of $3,000,000.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval to purchase the real property known as Cooler Tract B for the appraisal value and associated closing costs.

OPTIONS FOR COUNCIL MOTION:

Motion to purchase the real property known as Cooler Tract B for the appraisal value and associated closing costs.

Motion to approve/deny an ordinance authorizing the County Administrator to execute the necessary documents, provide funding for the purchase of real property identified Cooler Tract B.

ORDINANCE 2024/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS COOLER TRACT B

WHEREAS, Lowcountry Area Transportation Study ("LATS") in 2019 finalized an access management report for South Carolina Highway 170 ("SC 170"), from US Highway 278("US 278") to South Carolina Highway 462 ("SC 462"); and

WHEREAS, the access management report provided recommendations on SC 170 to improve safety and capacity; and

WHEREAS, Beaufort County ("County") consolidated the recommendations from the SC 170 LATS report with similar reports for US 278 and Argent Blvd. to develop a roadway improvements project known as The Triangle Project ("Project"); and

WHEREAS, the Project is in the preliminary stages and the design is not finalized, but it is known there will be significant right-of-way impacts needed to provide for the planned improvements; and

WHEREAS, the Cooler Tract B parcel (TMS R600-008-000-0625-0000) is within the Project limits of and is expected to incur significant right-of-way impacts along the entire SC 170; and

WHEREAS, the Cooler Tract B parcel is currently undeveloped and is on the market for sale; and

WHEREAS, the County has negotiated terms for the sale and purchase of the Property and the County agrees to purchase the Property at fair market value in the amount of $1,140,000 plus closing costs with funds from the General Fund-Land Purchase.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizing the County Administrator to execute the necessary documents and provide funding in the amount of $1,140,000 plus closing costs from the General Fund-Land Purchase Fund for the purchase of real property known as Cooler Tract B.

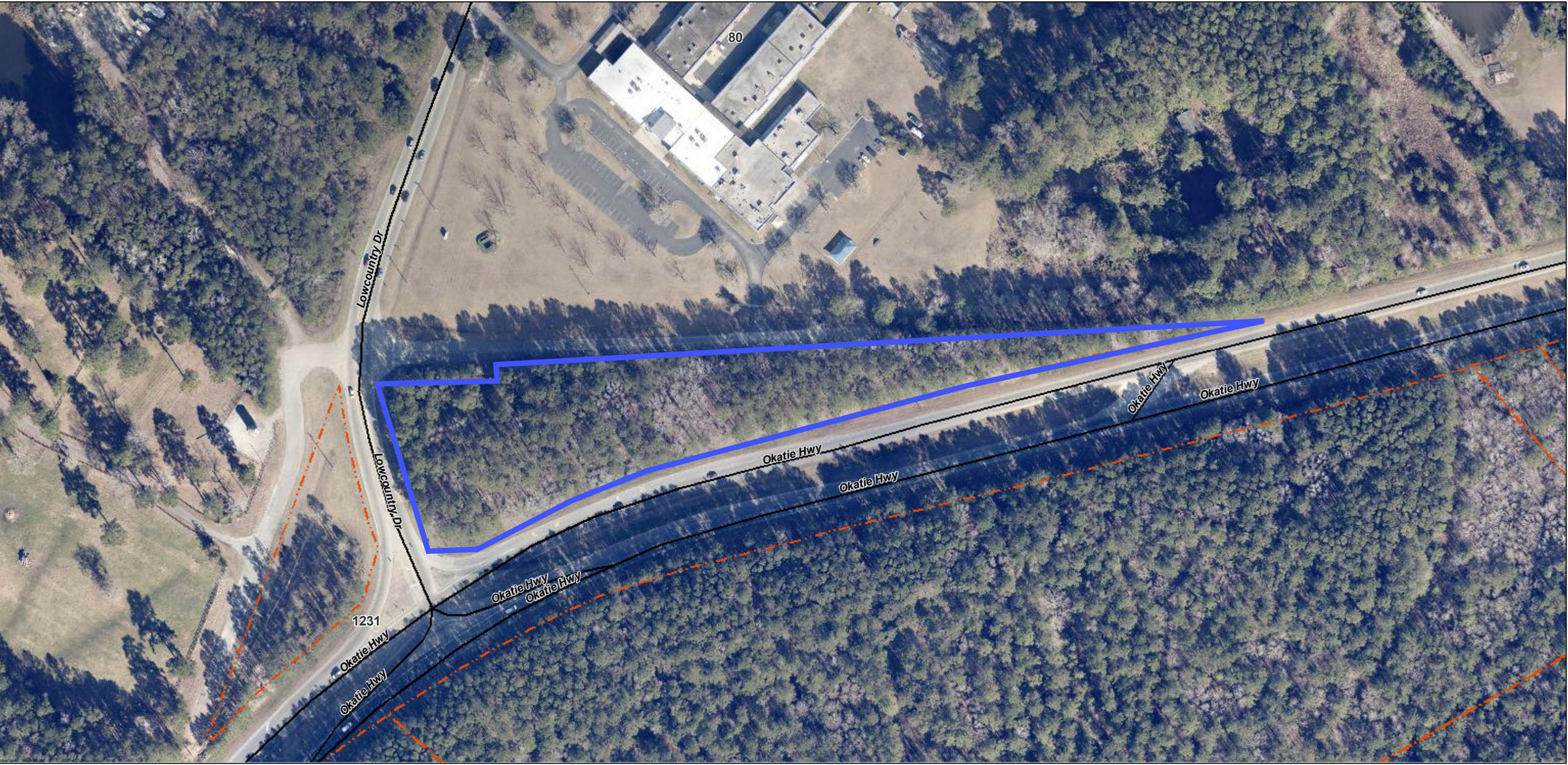
DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council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BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO

MEETING NAME AND DATE:

Community Services and Land Use Committee; *August 19, 2024*

PRESENTER INFORMATION:

Hank Amundson, Special Assistant to the County Administrator (10 mins.)
Brittany Ward, County Attorney

ITEM BACKGROUND:

In 2023, County Council approved the purchase of the 10.1 +/- acres located at 333 & 335 Buckwalter Parkway for the purpose of facilitating the development of affordable/workforce housing. (See Ordinance Attached)

In late 2023, with communication and assistance from the Town of Bluffton ("Town"), the County began the process of partnering with Beaufort Memorial Hospital ("BMH") in this effort, as BMH has taken a leadership role in workforce housing in an effort to help their own workforce. Additionally, the Town desires increased access to healthcare/medical services for its residents, so the partnership seemed to be a perfect one.

As an additional support to the project, the seller, St. Andrew By-the-Sea United Methodist Church discounted the properties purchase price in order to help make the development feasible.

BMH then applied for Low Income Housing Tax Credits from the State of South Carolina in late 2023/early 2024. They have now been awarded these credits, making the project viable.

The Town has assisted the County in the process of having Residential Dwelling Units available for the project and has expressed support for the project producing workforce housing units, improved access to healthcare services, and the reduction of commercial units on the site.

PROJECT / ITEM NARRATIVE:

The joint project, supported by Beaufort County, the Town of Bluffton, Saint Andrew By-the-Sea United Methodist Church, and undertaken by Beaufort Memorial Hospital ("BMH"), will produce approximately 125 affordable/workforce housing and medical offices will provide affordable/workforce housing and improve access to healthcare offerings in the ideal location near services, public transportation, and occupational opportunity. This project accomplishes goals for Beaufort County, Town of Bluffton and BMH. This collaborative effort between Beaufort County, BMH, and the Town of Bluffton is an example to be followed in the future. Additionally, the seller of the property, St. Andrew by-the-Sea United Methodist Church also contributed to the project by decreasing the sale price from the initial appraised value of $4,000,000 to $3,200,000 in support of making the project viable.

FISCAL IMPACT:

This property was purchased for $3,200,000 for the purpose of facilitating Affordable Workforce housing. The Transfer of property has no fiscal impact.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the ordinance to convey the property to Beaufort Memorial Hospital for the development of affordable/workforce housing and medical facilities.

OPTIONS FOR COUNCIL MOTION:

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO *(Motion to approve/deny recommendation and Move forward to County Council for first reading)*

MOVE FORWARD TO COUNCIL FOR FIRST READING ON AUGUST 26, 2024; a public hearing is required

ORDINANCE 2024/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO

WHEREAS, Beaufort County ("County") recognizes that workforce and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

WHEREAS, Beaufort Memorial Hospital ("BMH") has a goal to provide workforce and affordable housing for both healthcare employees and the public, and provide additional medical services throughout the County; and the Town of Bluffton ("Town") has expressed a desire to support the goal of establishing affordable and workforce housing in the Town; and

WHEREAS, the County has identified two parcels of real property, owned by the County, located in southern Beaufort County in the Town, the parcels collectively consist of approximately 10.1 acres with TMS No. R610 030 000 0712 0000, and with addresses of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "Property". The Property is conveniently located near grocery options, retail shopping, medical services, and multiple employment options, as well as public transit, which will further promote the County's goal of providing citizens with much needed workforce and affordable housing and improved access to healthcare; and

WHEREAS, the County desires to support BMH and the Town's goals by conveying the Property to BMH for One and 00/100 ($1.00) Dollars for the purpose of developing workforce and affordable housing, and developing medical facilities to increase access to healthcare and medical in the area; and

WHEREAS, the County will 1) ensure the conveyance of the Property is contingent on the Town approving the issuing of the necessary approvals and the residential dwelling units for the development of workforce and affordable housing on the Property; 2) place contractual obligations on BMH to ensure that the residential housing constructed on the Property is dedicated to workforce and affordable housing; 3) place contractual obligations on BMH to ensure that a maximum of 6,000 sq ft of medical facilities will be constructed on the Property and the maximum number of residential housing units will be constructed on the remaining Property; 4) place contractual obligations on BMH to ensure that development of the Property commences within three (3) years of the conveyance of the property; and 5) ensure the conveying deed for the Property shall include terms restricting the use of the Property to the purposes stated herein otherwise the Property, including all infrastructure thereon, shall revert back to the County; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to convey the Property to BMH to develop workforce and affordable housing as well as improved access to healthcare.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizes the County Administrator to execute the necessary documents to convey the real property located at 333 & 335 Buckwalter Parkway for development of workforce and affordable housing and medical facilities pursuant to the terms and conditions described above.

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

ORDINANCE 2023/14

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY

WHEREAS, Beaufort County ("County") recognizes that work force and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

WHEREAS, the County has identified real property in the southern portion of Beaufort County located conveniently near grocery options, retail shopping, medical services, and multiple employment options, as well as public transit, which will further promote the County's goal of providing citizens with much needed work force and affordable housing; and

WHEREAS, the real property identified by the County includes a parcel consisting of approximately 10.09 acres with TMS No. R610 030 000 0712 0000 and an address of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "Property"; and

WHEREAS, the County has negotiated terms for the sale and purchase of the Property and the County agrees to purchase the Property below the fair market value in the amount of Three million Six Hundred Thousand ($3,600,000) Dollars plus closing costs with funds from the General Fund-Fund Balance; and

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 provide citizens of Beaufort County with work force and affordable housing.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizing the County Administrator to execute the necessary documents and provide funding in the amount of $3,600,000 plus closing costs as described above for the purchase of real property located at 333 & 335 Buckwalter Parkway.

DONE this 27th day of March 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

Third and Final Reading: March 27, 2023 / Vote 11:0
Public Hearing: March 13, 2023
Second Reading: March 13, 2023 / Vote 11:0
First Reading: February 27, 2023 / Vote 10:0

Buckwalter Parcel for Purchase



2/24/2023, 11:46:05 AM

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

Road Classifications

- UNCLASSED
- COUNTY, PAVED
- PRIVATE, PAVED
- MUNICIPAL, PAVED

- LiveParcels
- Red: Band_1
- Green: Band_2
- Blue: Band_3

ArcGIS Web AppBuilder
Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

A RESOLUTION TO PARTNER WITH THE UNITED WAY OF THE LOWCOUNTRY IN A COMMUNITY WIDE STRAGETIC PLAN

MEETING NAME AND DATE:

Community Services and Land Use Committee

August 12, 2024

PRESENTER INFORMATION:

Audra Antonacci – Ogden, ACA

Dale Douthat, President and CEO, United Way of the Lowcountry

ITEM BACKGROUND:

The Human Services Department continues its historical role of providing expertise and support in the on-going implementation of a strategic plan.

PROJECT / ITEM NARRATIVE:

The United Way of the Lowcountry, a key partner and a historical stakeholder in the strategic planning process, has committed to taking a leadership role in conducting a strategic and iterative process to drive collective innovation change, and action so that individuals, organizations, communities, and policies within the Lowcountry region can work seamlessly together to promote racial and economic equity, and prosperity.

FISCAL IMPACT:

Total Investment of $50,000 approved and allocated to Together for Beaufort County from the Community Services Grant Program.

STAFF RECOMMENDATIONS TO COUNCIL:

Approve a Resolution to partner with the United Way of the Lowcountry in a Community Wide Strategic Plan

OPTIONS FOR COUNCIL MOTION:

Motion to approve a Resolution to partner with the United Way of the Lowcountry in a Community Wide Strategic Plan

or

Motion to disapprove A Resolution to partner with the United Way of the Lowcountry in a Community Wide Strategic Plan

RESOLUTION 2024/

A RESOLUTION PARTNERING WITH THE UNITED WAY OF THE LOWCOUNTRY COMMUNITY WIDE STRATEGIC PLAN

WHEREAS, Beaufort County Council ("Council") is committed to increasing the well-being and self-sufficiency of all Beaufort County (the "County") community members; and

WHEREAS, Council finds that it is in the best interest of the County's citizens to partner with local organizations providing community services aimed at increasing self-sufficiency for citizens in need; and

WHEREAS, the United Way of the Lowcountry's the Community Wide Strategic Plan seeks to work with community partners to design opportunities to build necessary skills for community members to engage in a participatory, inclusive, and collaborative approach to understanding, addressing, and increasing self- sufficiency; and

WHEREAS, through the Community Services Grant Program, Together For Beaufort County (T4BC) has dedicated a total of $50,000 to support community-wide engagement programs such as those provided by United Way of the Lowcountry;

NOW, THEREFORE, BE IT RESOLVED THAT Council hereby commits to partner and invest a total amount of $50,000 with the United Way of the Lowcountry to design opportunities to build the necessary skills for the County's citizens.

Adopted this _____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, JD, Clerk to Council

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

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

MEETING NAME AND DATE:

Public Facilities and Safety Committee, August 26, 2024

PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Infrastructure

10 Minutes

ITEM BACKGROUND:

Low Country Area Transportation Study (LATS) study has identified and approved funding for several regional transportation studies to evaluate traffic concerns, establish appropriate access points, and identify opportunities for future projects. In partnership with LATS and in effort to help expedite the studies, Beaufort County engineering staff intends to assist by managing three of the planned studies. Funding for these projects is provided by LATS with federal guideshare funds. In order to manage federal highway funds, a local government has to be authorized as an LPA by the SCDOT. Beaufort County already holds this designation through SCDOT, however a specific agreement is required for each project administered. Beaufort County will be responsible for procuring the design consultants and managing the project.

PROJECT / ITEM NARRATIVE:

The intent of each project is to provide a holistic look at the regional infrastructure to map out and address congestion, safety, and mobility concerns along the corridors in a systematic manner. The studies will be a guide for South Carolina Department of Transportation (SCDOT) and the local jurisdictions to adequately addresses the traffic impacts associated with existing and future development along the corridor.

US 278 Corridor – The project length is approximately 30 miles extending from I-95 to Sea Pines Circle

SC 170 Corridor – The project length is approximately 24 miles extending from SC 46 traffic circle to US 21 Bus/Boundary Street

ITS Master Plan – The purpose of the project is to develop the uniform architecture and framework for the region to build out the needed infrastructure to support intelligent technologies along the major corridors to support traffic flow and congestion response.

FISCAL IMPACT:

Each of these projects are 100% funded through LATS federal guideshare funds. No Beaufort County funds are required.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the authorizations to enter the LPA Agreements with SCDOT for each of the three projects.

OPTIONS FOR COUNCIL MOTION:

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

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

PLA 49-24 SCOOT Project No. P042888

AGREEMENT BETWEEN THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND BEAUFORT COUNTY

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

WITNESSETH THAT:

WHEREAS, SUBRECIPIENT desires assistance from SCOOT to prepare a Corridor Study on the US 278 corridor from 1-95 to Sea Pines Circle in Beaufort County; and

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

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

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

I. PROJECT DESCRIPTION:

The Project seeks to study the US 278 corridor from 1-95 to Sea Pines Circle, to identify possible solutions to reduce congestion and improve level of service while accounting for anticipated growth.

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

II. OBLIGATIONS OF PARTIES

A. SCOOT WILL:

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

2. Identify an SCOOT employee, to serve as SCDOT's Contact for SUBRECIPIENT.

3. Review PROJECT deliverables as needed or required.

4. Perform all services required of SCOOT in accordance with SCOOT guidelines and policies.

5. Within the limits of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCOOT in performance of the work undertaken under this Agreement.

B. SUBRECIPIENT **WILL:**

1. Comply with the conditions noted in the SCOOT's qualifications letter dated January 12, 2024. This agreement is attached as Exhibit B and specifically made a part hereof.

2. Provide SCOOT, upon request, with copies of any deliverables produced for the PROJECT.

3. Agree that all consultants and subconsultants will comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCOOT' s policy concerning FHWA Order 4470.1A, (dated October 27, 2010). This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCOOT.

4. Incorporate into contracts all applicable Required Provisions and Supplemental Specifications in effect at the time of execution of this Agreement.

5. Perform all PROJECT services in accordance with all applicable laws and regulations, both Federal and State, following the guidelines as established by SCOOT and other State and Federal guidelines considered by SCOOT to be appropriate, including compliance with applicable sections of the SCOOT/ Federal Highway Administration STEWARDSHIP AND OVERSIGHT PLAN dated June 2014 and any revisions, addenda, or other modifications thereto (included herein by reference), located at https://www.fhwa.dot.gov/federalaid/stewardship/agreements/sc.pdf .

6. Use a consultant agreement that substantially follows the format of SCDOT's standard consultant agreement attached hereto as EXHIBIT D.

7. Provide to SCOOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished or obtained by or for SUBRECIPIENT or its agent for the PROJECT.

8. Retain all records dealing with this PROJECT for three years after completion and acceptance of PROJECT and final audit, and such records will be made available to SCOOT for audit and review upon request.

9. Provide to SCOOT monthly status reports for the PROJECT.

10. Include as an attachment to SUBRECIPIENT's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement.

11. Comply with the audit requirements of 2 CFR 200, Subpart F. Subrecipients exempt from these audit requirements, but obligated by other funding source requirements to obtain an annual financial statement audit are to submit a copy of the audit to SCDOT's Office of Contract Assurance within the earlier of 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period. Note that other funding source requirements include South Carolina Code of Law, Sections 4-9-150 (counties), 5-7-240 (cities) and 6-7- I 70 (special purpose districts and other political subdivisions -i.e. COG). All audits must be performed in accordance with Generally Accepted Government Audit Standards (GAGAS). Audit documentation submitted shall include: a copy of the audited financial statements; a copy of the management letter issued by the Certified Public Accountant (CPA) in conjunction with the audit report, when applicable; a copy of management's comments on all findings, recommendations, and questioned costs contained in the audit report and management letter, including detailed corrective action plan(s). Submit required documents to: SCOOT, Office of Contract Assurance - Attn. Sub-recipient Monitoring, Room 108, PO Box 191, Columbia, SC 29201. Electronic copies may be submitted via the OCA Document Submission Portal at http://www.scdot.org/doing/contractor_Audit.aspx#subForm.

12. Within the limitations of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SUBRECIPIENT's part, or the part of any employee or agent of SUBRECIPIENT in performance of the work undertaken under this Agreement.

III. **FUNDING:**

A. SUBRECIPIENT estimates the total cost for the PROJECT to be **$500.000.00.**

B. SCDOT's maximum funding for the PROJECT is **$500,000.00** (hereinafter referred to as "SCOOT' s Maximum Funding") as authorized by the Lowcountry Area Transportation Study (LATS) on December 2, 2022, for use of STBGP funds. SCOOT will sub-award $400,000.00 of the funds as a pass-through grant to SUBRECIPIENT for administration of the PROJECT.

C. The required match on this grant is **$100,000.00.** This match will be paid for by SCOOT using State Highway funds and is part of the SCDOT's Maximum Funding for the PROJECT.

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

2. Funding Table:

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

D. SUBRECIPIENT is responsible for 100% of the cost of the PROJECT in excess of SCDOT's Maximum Funding for the PROJECT.

E. Based on the match requirements for the available fund sources, the SCOOT reimbursement rate will be applied as a percentage of the total *eligible* project costs not to exceed SCOOT' s Maximum Funding.

F. SCOOT will make payment to SUBRECIPIENT for all *eligible* costs incurred by SUBRECIPIENT, up to SCDOT's Maximum Funding for the PROJECT based on a valid reimbursement request/invoice submitted by SUBRECIPIENT to SCOOT. A reimbursement request or invoice *is* considered valid when *it* includes:

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

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

G. All of SUBRECIPIENT's reimbursement requests or invoices must be supported by suppliers' invoices and SUBRECIPIENT's financial records. SUBRECIPIENT will submit reimbursement requests/invoices to SCOOT not more often than monthly and SCOOT will pay all valid reimbursement requests and invoices within thirty days of receipt by SCOOT.

H. Upon completion of the project, SUBRECIPIENT shall submit a Final Invoice for the PROJECT. This invoice may be a $0.00 invoice if all reimbursements, not to exceed the SCOOT Maximum Funding, have been paid to SUBRECIPIENT.

I. SUBRECIPIENT is responsible for refunding to SCOOT any funding provided to SUBRECIPIENT by SCOOT for work and services performed by or for SUBRECIPIENT which are determined not to be in compliance with the terms and conditions of this Agreement.

J. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding.

IV. SCHEDULE:

A The effective date of this Agreement is the date of execution by the Parties hereto. SUBRECIPIENT shall begin work upon receipt of SCOOT's written notice to proceed.

B. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding reimbursement.

C. SUBRECIPIENT anticipates that the PROJECT will be substantially complete within 24 months of SCOOT's written notice to proceed.

0. SUBRECIPIENT agrees to prosecute the PROJECT work continuously and diligently from the date of SCOOT's written notice to proceed. Should SUBRECIPIENT be unable to complete the PROJECT within the above period, SUBRECIPIENT shall notify SCOOT in writing as to the reason for the delay, attach a revised PROJECT schedule, and request a revised completion date. SCOOT may, at its sole discretion, approve or deny any request for a time extension. Substantial failure to meet the stated schedule may result in termination of this Agreement pursuant to Section VI. J of this Agreement.

V. PROCUREMENT REQUIREMENTS:

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

A. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:

1. The South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, *et seq.)* and the regulations promulgated pursuant thereto; or

2. SUBRECIPIENT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50 and conform to applicable federal laws and regulations identified in 2 CFR § 200.318.

B. All procurements that require advertising shall be advertised in South Carolina Business Opportunities (SCBO) published by the Materials Management Office of the State Fiscal Accountability Authority in addition to any other publication in which SUBRECIPIENT deems it appropriate to advertise.

C. At the completion of the PROJECT, SUBRECIPIENT shall complete and submit to SCOOT the Certification of Procurement attached hereto and made a part hereof as EXHIBIT C, certifying that all the above PROCUREMENT REQUIREMENTS have been met for the PROJECT and providing a list of all consultants, contractors, and vendors used on the PROJECT, and the total dollar value paid to each.

VI. GENERAL:

A. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of SCOOT's Deputy Secretary in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in Richland County within 90 days of PROJECT completion.

B. The Parties hereto agree to conform to all applicable SCOOT, State, Federal and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.

C. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.

0. SUBRECIPIENT and its agents shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the work provided for herein.

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

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

1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;

2. to provide SCOOT with any documents required to establish such compliance upon request; and

3. to register and participate and require agreements from sub-contractors and sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(8)(2).

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

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

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

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

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

VII. SUCCESSORS AND ASSIGNS:

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

VIII. BENEFIT AND RIGHTS OF THIRD PARTIES:

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

IX. EXECUTION IN COUNTERPARTS.

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

X. ENTIRE AGREEMENT:

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

[Signature blocks on next page]

PLA 49-24 SCOOT Project No. P042888

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BEAUFORT COUNTY

_____
Witness

By:_____
(Signature)

Title:_____

Unique Entity Identification No.:

_____

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

_____
Witness

By:_____
Deputy Secretary for Finance & Administration or Designee

RECOMMENDED BY:

By:_____
Deputy Secretary for Planning or Designee

REVIEWED BY:

_____

PLA 49-24 SCOOT Project No. P042888

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

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

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

_____ _____

DATE SCOOT SIGNATURE

_____ _____

DATE SUBRECIPIENT SIGNATURE

PLA 49-24 SCOOT Project No. P042888

EXHIBIT A

PROJECT DETAILS

(see Attached)

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

October 2023

SCOPE OF SERVICES
US 278 Corridor Study

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SCOPE OF SERVICES
US 278 Corridor Study

PROJECT DESCRIPTION

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

The US 278 corridor is a heavily traveled primary corridor serving City of Hardeeville, Town of Bluffton, Okatie (unincorporated community), Town of Hilton Head Island, Jasper County, and Beaufort County. Sections of US 278 have higher traffic volumes than Interstate 95 (1-95), and the typical section varies throughout, consisting of four-lane divided, six-lane divided, eight-lane divided, and five-lane. The corridor also contains multiple signalized intersections and interchanges at 1-95, SC 170, Bluffton Parkway, Cross Island Parkway/William Hilton Boulevard/Gumtree Road, and Marshland Road.

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

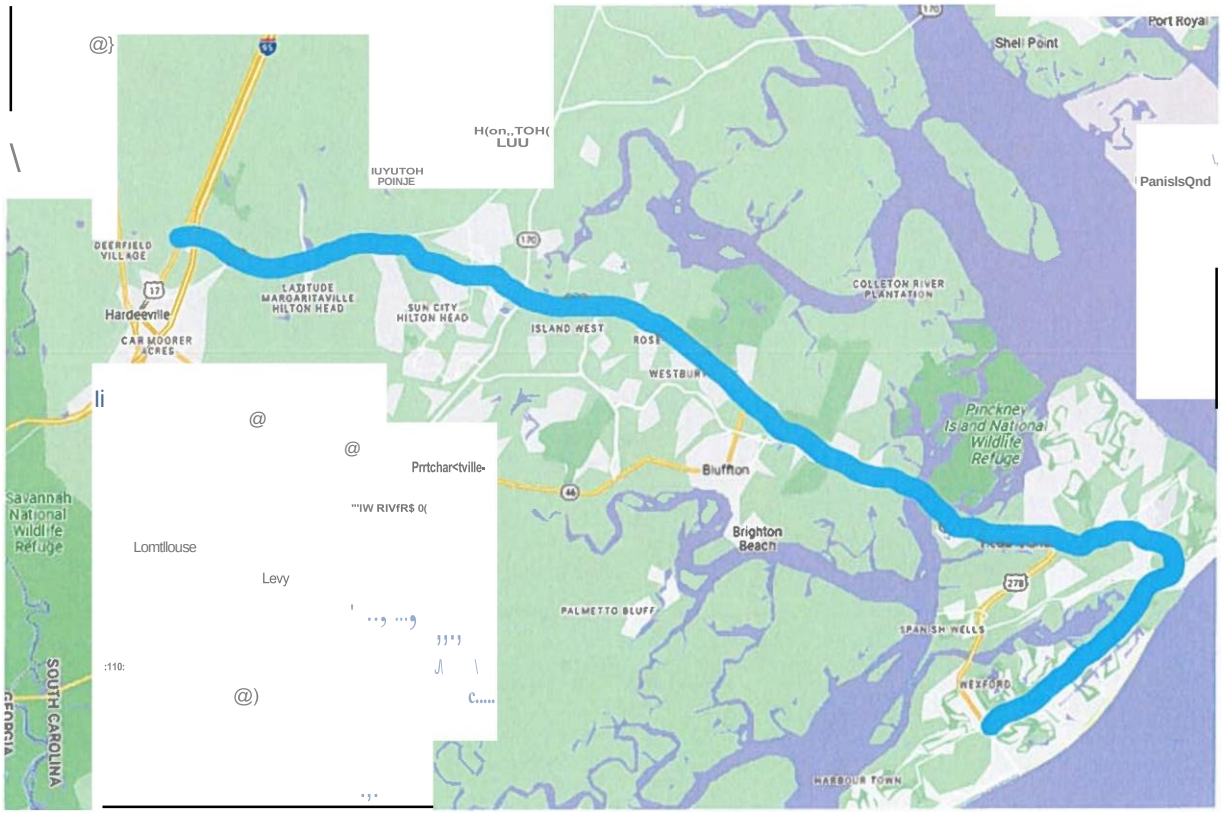
The preferred design will consider all users and land uses along the corridor to create an implementation plan that can be adopted by the stakeholders. The proposed improvements could consider short-term improvements, such as installing traffic signals, lighting, improved crossings, and radius improvements; mid-term improvements, such as installing turn lanes with traffic signals and medians for access management; long-term improvements, such as widening, on/off ramp reconfiguration, new interchanges, intersection re-alignment, and backage roads. It will also include the preferred alternative for the 1-95 Exit 8 interchange, as proposed by others. Depending upon the study findings, this may not recommend a widening for the entire length but may recommend improvements for some sections of the corridor.

SCOPE OF SERVICES
US 278 Corridor Study

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

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

Figure 1 Project Location



SCOPE OF SERVICES
US 278 Corridor Study

1. PROJECT MANAGEMENT

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

1.1. Coordination Meetings

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

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

1.2. Monthly Invoice / Status Reports

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

1.3. Deliverables

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

2. SYSTEM/ FACILITY IDENTIFICATION

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

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

2.1. Overview of Previous Work

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

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

2.2. Existing Plan Assessment and Coordination

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

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

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

2.3. Deliverables

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

3. DATA COLLECTION

3.1. IMPACTS ANALYSIS

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

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

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

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

3.2. Field Investigation

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

3.3. Roadway Data Collection

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

3.4. Land Use Data Collection

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

3.5. Crash Data Collection

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

3.6. Traffic Volume Data Collection

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

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

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

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

1. US 278 (Independence Blvd) at US 17
2. US 278 (Independence Blvd) at 1-95 SB Ramps*
3. US 278 (Independence Blvd) at 1-95 NB Ramps
4. US 278 (Independence Blvd) at Henry Moss Blvd*
5. US 278 (Independence Blvd) at John Smith Rd
6. US 278 (Independence Blvd) at Brickyard Rd
7. US 278 (Independence Blvd) at Latitude Blvd/Lakeside Blvd N*
8. US 278 (Independence Blvd) at Auto Mall Blvd
9. US 278 (Independence Blvd) at Argent Blvd
10. US 278 (Independence Blvd) at S Campus Dr/D Mark Cummings Rd*
11. US 278 (Fording Island Rd) at University Blvd/ New River Parkway
12. US 278 (Fording Island Rd) at University Blvd
13. US 278 (Fording Island Rd) at Sun City Blvd*
14. US 278 (Fording Island Rd) at Okatie Center Blvd *Sf* Palmer Grace Dr W*
15. US 278 (Fording Island Rd) at SC 170 EB & WB Ramps
16. US 278 (Fording Island Rd) at Hampton Parkway/Pepper Hall Rd
17. US 278 (Fording Island Rd) at Toyota Dr/Graves Property*
18. US 278 (Fording Island Rd) at Buckwalter Parkway*
19. US 278 (Fording Island Rd) at St. Gregory Dr*
20. US 278 (Fording Island Rd) at John Smith Lane
21. US 278 (Fording Island Rd) at Whiteoaks Cir/Rose Hill Way*
22. US 278 (Fording Island Rd) at Buck Island Rd/Belfair Oaks Dr*
23. US 278 (Fording Island Rd) at Simmonsville Rd/Belfair Village Dr*
24. US 278 (Fording Island Rd) at SC 46/Waterford Dr*
25. US 278 (Fording Island Rd) at Target/The Home Depot*
26. US 278 (Fording Island Rd) at Burnt Church Rd/Trimblestone Rd*
27. US 278 (Fording Island Rd) at Sawmill Creek Rd/Tonger Outlet 1*
28. US 278 (Fording Island Rd) at Malphrus Rd/ Colleton River Dr*
29. US 278 (Fording Island Rd) at Tonger Outlet 2*
30. US 278 (Fording Island Rd) at Moss Creek Dr/Buckingham Plantation Dr*
31. US 278 (William Hilton Pkwy) at Bluffton Parkway
32. US 278 (William Hilton Pkwy) at Pinckney Wildlife Refuge
33. US 278 (William Hilton Pkwy) at Blue Heron Point Rd

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

* Denotes Signalized Intersection
**Denotes Roundabout

3.7. Existing Transportation Facilities

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

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

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

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

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

3.8. Deliverables

Deficiencies of the existing transportation system
An analysis that incorporates collected and existing data into future modeling and recommendations

4. DATA ANALYSIS

4.1. Best Practices

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

4.2. MAP-21 / Most Current Federal Guidance

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

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

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

4.3. Transit

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

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

4.4. Pedestrian and Bike facilities

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

4.5. Future Transportation Facilities

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

- 2040 and 2050 No Build
- 2040 and 2050 Build

The following conditions will be evaluated:

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

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

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

Future Conditions, No-Build

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

The future conditions no-build may include the US 278 (Independence Blvd) at 1-95 ramps improvements as well as traffic diversion that may be a result of the 1-95 Exit 3 construction and/or the Bluffton Parkway Extension. The Bluffton Parkway Extension will be analyzed in the SC 46/SC3 l 5 Corridor and New Alternate Feasibility Study.

Future Conditions, Build

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

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

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

4.6. Concept Plans

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

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

4.7. Deliverables

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

5. PUBLIC ENGAGEMENT/INVOLVEMENT

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

5.1. Project Branding

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

5.2. Website

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

5.3. Web Based Technology

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

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

5.4. Public Information Meetings

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

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

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

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

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

5.5. LATS Presentation

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

5.6. **Stakeholder Meetings**

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

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

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

5.6. **Deliverables**

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

6. CORRIDOR STUDY DOCUMENTATION

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

6.1. Deliverables

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

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

7. EXCLUSIONS

The following services are not provided in this scope:

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

PLA 49-24 SCOOT Project No. P042888

EXHIBITB

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

South Carolina
Department of Transportation

January 12, 2024

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

RE: Qualification Determination - Multiple Management Plans

Dear Mr. Fralix:

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

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

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

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

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

Sincerely,

Yolanda D. Byrd
LPAA Coordinator

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

Posl Office Box 191
Columbia, South Carolina 29202-0191

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

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

PLA 49-24 SCOOT Project No. P042888

EXHIBITC
CERTIFICATION OF PROCUREMENT

I. The undersigned is the duly authorized representative of

_____

(hereinafter referred to as "the SUBRECIPIENT").

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

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

_____
Signature

_____
Name

_____
Title

_____
Date

PLA 49-24 SCOOT Project No. P042888

EXHIBITD

STANDARD CONSULTANT AGREEMENT

AGREEMENT AND CONTRACT FOR
BETWEEN

_____

AND

_____

****

SECTION I. GENERAL RECITALS

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

WITNESS ETH:

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

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

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

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

SECTION II. SCOPE OF SERVICES REQUIRED OF CONSULTANT

A. PROJECT DESCRIPTION. Consultant will provide _____services as necessary for

_____

_____

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

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

SECTION 111. SERVICES OF _____

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

SECTION IV. SCHEOJJLE {TIME OF PERFORMANCE)

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

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

SECTION V. FEE AND COSTS

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

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

[or]

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

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

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

C. SUBCONSULTANT AGREEMENTS. The subconsultant's agreement with the Consultant may utilize a method of compensation that differs from _____'s method of compensation with the Consultant. Approved methods include: lump sum (firm-fixed price), cost plus fixed fee, cost per unit of work (unit cost), or specific rates of compensation. Cost plus a percentage of cost and percentage of construction cost are specifically prohibited under 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4).

D. PROGRESS PAYMENT. For Consultant's services in which payment is on a cost plus fixed fee basis as described above, the actual costs of Consultant eligible for reimbursement are those directly attributable to the accomplishment of the specific work of Consultant. These may include:

1. Actual basic salaries of productive personnel for work time directly applied to the project.

2. Payroll Additives eligible for reimbursement.

3. The indirect cost rate approved by _____ in compliance with Subsection E below.

4. The portion of the fixed fee that may be included in progress payments will be calculated by computing the percentage of actual direct labor invoiced divided by direct labor authorized and then applying that percentage to the total fixed fee authorized under this agreement. The fixed fee should not be billed as a percent of labor as this would equate to a cost plus a percentage of cost method of compensation which is specifically prohibited by 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4). Any portion of the fixed fee payment not previously paid in the progress payment will be covered in the final payment.

5. Out-of-pocket direct project expenses will be reimbursed at actual cost to Consultant. Any non-salary cost identified specifically with the project is a direct charge to the project and is eligible for compensation. Such out-of-pocket costs shall include, but not necessarily be limited to: travel and subsistence for Consultant's personnel on the project, project materials and supplies, telephone and communications, printing and

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

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

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

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

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

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

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

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

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

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

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

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

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

[or]

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

Contract Breakdown		
Compensation	Fixed Fee	**Contract Total**
$	$	$

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

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

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

J. RELOCATION COSTS. Consultant has represented to _____ that Consultant has the necessary personnel to perform the consultant work described in the scope of services, and _____ has relied upon such representation. In those _____ approved cases where it becomes necessary to relocate an employee, Consultant agrees that reimbursable relocation costs are limited to the costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of no less than 12 months) of an existing employee. Relocation costs will only be considered under extreme and rare circumstances. Reimbursement eligibility must have prior written approval from _____

K. OVERTIME, EXTRA-PAY SHIFTS, MULTI-SHIFTS. Where the cost to _____ may be affected, this Agreement should be performed, so far as practicable, without the use of overtime, extra-pay shifts, or multi-shifts, and, in particular, without the use of overtime as a regular employment practice. Any required overtime, extra-pay shifts, and multi-shifts will be limited to the minimum needed for accomplishment of the specific work, will require prior written approval by _____, and will be paid in accordance with Consultant's existing overtime policy.

SECTION VI. MODE OF PAYMENT

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

ACCEPTABLE INVOICES. _____ considers an acceptable invoice to include:

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

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

B. PROMPT PAYMENT CLAUSE.

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

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

3. Prior to receiving payment of each monthly invoice, Consultant shall: (a) certify to _____ that the invoice is complete and that its subconsultants have been paid for work covered by previous invoices, for which they are entitled to be paid, in accordance with paragraphs (I) and (2) above, and (b) submit verification that Consultant has received similar certifications or evidence from its subconsultants that lower tier subconsultants have been paid in accordance with paragraph (I). No payment will be made to Consultant unless such documentation / certification is received or _____ has issued written approval for delayed payment and required status reports as follows:

    1. The obligation to promptly pay subconsultants (all tiers) or to release retainage does not arise if there is a legitimate subcontract dispute with first tier and/ or lower tier subconsultants. If there is such a subcontract dispute, Consultant may submit a written request to _____to approve a delay in payment to the subconsultant which shall explain the nature of the dispute and identify relevant subcontract provisions as support. The explanation may include those reasons set forth in the SC Prompt Pay Act (S.C. Code § 29-6-40). Payment to the subconsultant shall not be withheld without prior _____written approval.

11. Consultant shall submit a status report of the dispute in each monthly progress payment. The status report shall contain:

- justification for the continuation of nonpayment in the form of a pending judicial proceeding, alternative dispute resolution (ADR) process, or administrative proceedings as evidence of why the delay shall continue; or

- a certification that the matter is resolved and payment has been issued to the subconsultant (first tier and / or lower tier subconsultants).

4. Failure to comply with any of the above prompt payment provisions shall constitute a material breach of the contract and shall result in one or more of the following sanctions: (I) no further payments being made to Consultant unless and until compliance is achieved; (2) monetary sanctions; and / or (3) Consultant being declared in default and being subject to termination in accordance with the provisions of this Agreement.

5. Any subconsultant who believes it is due payment in accordance with the Prompt Payment Clause may request information from _____ as to whether and when payment for the subconsultant's work has been made to Consultant. If payment has been made to Consultant, and a subconsultant certifies to _____ that the subconsultant has not been paid within seven calendar days of _____'s payment to Consultant or paid as provided in paragraph (1) for sub-tiers, _____ will notify SCOOT. If neither _____ nor SCOOT have approved the delay in payment pursuant to paragraph (3) above, appropriate remedies set forth in paragraph (4) will be applied. On federally funded projects, the subconsultant may contact the Federal Highway Administration should _____ or SCOOT fail to address the non-payment issue.

6. Consultant agrees by signing this Agreement that it will include this clause titled "PROMPT PAYMENT CLAUSE," provided by _____, without modification, in all subcontracts with its subconsultants. Consultant is responsible for requiring all of its subconsultants to include this PROMPT PAYMENT CLAUSE in all lower tier subcontracts. If Consultant knowingly enters or knowingly allows a subconsultant or lower tier subconsultant to enter into a subcontract without the PROMPT PAYMENT CLAUSE, _____ may apply the appropriate remedies set forth in paragraph (4) or pursue other available remedies, including breach of contract.

SE_CTION_VII. GENERAL PROVISIONS

_____ and Consultant mutually agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

quant1t1es, details, designs, and compliance with all specifications, guidelines, and requirements of this Agreement. Should any discrepancies, errors, or omissions be found at any time after submittal of the plans, corrections to the plans will be made at Consultant's expense. Consultant shall not include the cost of corrections of faulty or deficient work on his invoice to _____

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

E. PROGRESS. Consultant shall at all times work closely with the designated representatives of _____and shall keep them fully advised as to the status of the work. Consultant or his authorized representative will be present at all conferences, field inspections, and other meetings as may be requested by _____. Conferences or consultations may be called at any time by either party to this Agreement. The plans and work of Consultant will be available to _____ and, if applicable, to appropriate representatives of SCOOT and FHWA for review at all times.

F. QUALITY CONTROL. All work by Consultant is to be done in a manner satisfactory to _____ and in accordance with the established customs, practices, and procedures of _____, SCOOT, the State of South Carolina, FHWA, including compliance with applicable sections of the SCDOT/FHW A STEWARDSHIP AND OVERSIGHT PLAN, dated June 2014 (included herein by reference) and any revisions thereto, and in conformity with the standards adopted by the American Associations of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section I 09-B, as amended. For work involving the development of plans, Consultant shall implement all necessary quality control measures to produce plans that conform to SCOOT and FHW A guidelines and standard, including the aforementioned. Prior to submittal to _____, all plans shall be thoroughly reviewed by Consultant for completeness, correctness, accuracy, and consistency with the aforementioned requirements. Plan sheets shall be initialed as applicable by both the preparer and the reviewer to indicate appropriate quality reviews have been completed. Consultant shall maintain copies of any quality control documents, including check prints, throughout the duration of the project, with them becoming part of the official file, and shall submit copies of these to _____upon request.

G. INSPECTION OF WORK. _____ and, if applicable, SCOOT and FHWA shall have access to and the right to inspect all project work and materials during regular business hours of Consultant. Consultant and its subconsultants shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at their respective offices at reasonable times during the Contract period and for three years from date of final payment under the Contract for inspection by any authorized representative of

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

H. CHANGES IN CONTRACT. _____ may desire Consultant to render services for changes in connection with a project in addition to that provided for by the express provisions of this Agreement. Such additional services will require a Contract Modification, setting forth the nature and scope of such additional services and the compensation therefor, as determined by mutual agreement between _____ and Consultant. Work under such Contract Modification shall not proceed until formally approved by _____ and, if applicable, SCOOT and FHWA.

I. DELAYS AND EXTENSIONS. Consultant agrees to prosecute the work continuously and diligently. No charges or claims for damages shall be made by Consultant for any delays or hindrance, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as _____ may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

J. FAILURE TO MAINTAIN SATISFACTORY PROGRESS. Consultant will proceed with the work in a timely fashion, providing sufficient manpower and resources to meet the commitment to schedules, milestones, and completion dates set forth in this Agreement. _____ may monitor the progress of the work to determine that the work is progressing sufficiently to meet the commitments agreed to in this Agreement.

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

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

K. TERMINATION OF AGREEMENT.

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

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

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

L. DISPUTES. In any dispute concerning a question of fact in connection with the work of this Agreement or compensation therefor, the decision of _____'s

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

M. RESPONSIBILITY FOR CLAIMS AND LIABILITY. Consultant shall assume certain risks in connection with the performance of this Agreement and shall be liable for and shall indemnify and hold harmless _____, SCOOT, and other agencies of government from claims and liability due to negligent acts of Consultant, its subconsultants, agents, or employees in connection with the prosecution and completion of the work covered by this Agreement. Insurance requirements are listed in Attachment "D," attached hereto and incorporated herein.

N. GENERAL COMPLIANCE WITH LAWS. Consultant and its subconsultants shall at all times observe and comply with all Federal, State, and local laws, ordinances, and regulations affecting the conduct of the work.

0. SUBLETTING, ASSIGNMENT, OR TRANSFER. Consultant shall not assign, sublet, or transfer any of the work, except as specifically provided for under the terms of this Agreement, without prior written consent of _____. Such consent does not release or relieve Consultant, as principal, from any of its obligations and liabilities under this Agreement.

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

P. ETHICS ACT. By execution of this Agreement, Consultant certifies Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8-13-705, (b) Recovery of kickbacks - Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential information - Section 8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - Section 8-13-1150, (t) Solicitation of state employees - Sections 8-13-755, 8-13-760 and 8-13-725.

Q. DRUG-FREE WORK PLACE CERTIFICATION. By execution of this Agreement, Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter I 07 of the South Carolina Code of Laws, as amended.

R. OTHER CERTIFICATIONS. In addition to the certification indicated above, _____ and Consultant shall execute the certifications contained in EXHIBIT "I" CERTIFICATIONS. These certifications are incorporated and made a part of this Agreement.

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

I. Compliance with Regulations: Consultant shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: Consultant, with regard to work performed by it after award and prior to completion of this Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.

4. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by _____ to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to _____,and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of Consultant's non-compliance with the non-discrimination provisions of this Agreement, _____ shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:

a. Withholding of payments to Consultant under this Contract until Consultant complies, and/or
b. Cancellation, termination, or suspension of this Contract, in whole or in part.

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

T. DISADVANTAGED BUSINESS ENTERPRISES.

I. Policy. It is the policy of _____ to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, _____ shall utilize SCDOT's DBE program established in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. This Contract is subject to the provisions of SCDOT's DBE program and 49 CFR Part 26.

2. Consultant shall comply with the requirements of the specifications titled "DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL SPECIFICATIONS PROFESSIONAL SERVICES" available at http://info2.scdot.org/professionalserv/HostDocs/ProfO/o20SVS%20Supp%20Spec%20J uly%2020 I 6.pdf.

3. This Contract has an established DBE Goal of _percent L %) (see EXHIBIT "I" CERTIFICATIONS).

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

- The DBE Quarterly Report reflects quarterly and total payments to date for all DBE firms. A separate DBE Quarterly Report must be submitted for **each** DBE firm for every active contract even if no payments were made to DBEs during the specified reporting period.

- The DBE Status Spreadsheet reflects a summary of payments to **all committed** and **non-committed** DBE firms working on the project, and must be submitted along with the DBE Quarterly Reports.

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

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

4. Consultant/Subconsultant Assurances. Neither Consultant, nor its subconsultants, shall discriminate on the basis ofrace, color, national origin or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally-assisted contracts. Failure by Consultant, or any of its subconsultants, to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as _____ deems appropriate. Consultant shall advise its subconsultant of these provisions by including this clause in each of its subcontracts.

5. Quoter Information. At the conclusion of this Contract, Consultant shall submit to _____ the names and addresses of all subconsultants who quoted subcontracts for this Contract.

6. Reports on Subconsultant Payments. At the conclusion of this Contract, Consultant shall report to _____ all payments made to subconsultants on this Contract. The report shall include the following information as to each subconsultant: the name and address of the subconsultant and the total payments made to the subconsultant.

U. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this BASIC AGREEMENT, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Consultant shall comply with Executive Order I I 246, as amended by the Executive Order I I 3 75, and as supplemented by Department of Labor Regulations (41 CFR Part 60) (Appendix II to 2 CFR Part 200) and shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

I. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;

2. to provide _____ with any documents required to establish such compliance upon request; and

3. to register and participate and require agreements from sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-l 4-20(8)(2).

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

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

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

BB. ENERGY POLICY AND CONSERVATION ACT. Consultant should comply with standards and policies relating to energy efficiency contained in the Plan for State Energy Policy (S.C. Code §§ 48-52-210, et seq.).

CC. PROCUREMENT OF RECOVERED MATERIALS. Consultant should comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

DD. IRAN DIVESTMENT ACT. Consultant shall certify compliance to the following:

I. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to S.C. Code § 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The attached representation, which is required by Section I l-57-330(A), is a material inducement for _____ to award a contract to you. (b) By signing this Certification, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the _____ immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

2. ONGOING OBLIGATIONS: (a) You must notify _____ immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with S.C. Code § 11-57-330(8), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

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

FF. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the Parties and, except for Contract Modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the Parties relating to this work. The execution of this Agreement by the Parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Consultant Name

_____
Witness

By: _____
(Signature)

Title: .....

_____
[Local Government]

_____
Witness

By: _____
[Title]

EXHIBIT "I"

CERTIFICATIONS

ENGINEER CERTIFICATION FOR
PROJECT PLANS AND SPECIFICATIONS

Consultant's Name: _____

Route Number: _____

File Number: _____

Project Number: _____

Project Description: _____

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

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

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

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

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

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

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

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

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

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

Date: _____

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

CERTIFICA_IION OF CONSULTANT

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

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any).

(d) been debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from covered transactions by any Federal department, state department, or agency thereof. Consultant also certifies that it and its principals: have not been convicted within the preceding three years of any of the offenses listed in 2 CFR 180.800 (a) or had a civil judgment rendered against it for one of those offenses within that time period; are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of those offenses; and have not had a public transaction (Federal, State, or local) terminated within the preceding three years for cause or default, Consultant further certifies full compliance with 23 CFR 633 Subpart A of the Federal Code.

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

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

Date: _____

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

CERTIFICATION OF _____

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

(a) employ or retain, or agree to employ or retain, any firm or person, or

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

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

Date: _____

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

Certification for Grants. Loans. and Cooperative Agreements

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES <DBE)
CONSULTANT COMMITTAL SHEET

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

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

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

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

[1] The designation of Firm A and/or 8 is not considered acceptable. Firms shall be identified by name. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above tirm(s) on this contract.

[2] Percent - show percent of total contract amount committed to each DBE listed.

[3] All information requested must be included unless item is listed in proposal on a lump sum basis.

[4] Dollar Value - extended amount based on negotiated manhours and directs per each firm{s).

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

SWORN to before me this _____
day of _____,20

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

_____
Consultant

By: _____

Title:

ATTACHMENT "A"

SCOPE OF SERVICES

AND SCHEDULE

ATTACHMENT "B"

SERVICES OF .....

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

I. Access to and use of all reports, data and information in possession of SCOOT which may prove pertinent to the work set forth herein.

2. Existing Policies and Procedures of _____ with reference to geometrics, standards, specifications and methods pertaining to all phases of CONSULTANT's work.

ATTACHMENT "C"

ENGINEERING FEE

PLA 50-24 SCOOT Project No. P042532

AGREEMENT BETWEEN THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND BEAUFORT COUNTY

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

WITNESSETH THAT:

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

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

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

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

I. PROJECT DESCRIPTION:

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

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

II. OBLIGATIONS OF PARTIES

A. SCOOT WILL:

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

2. Identify an SCOOT employee, to serve as SCOOT's Contact for SUBRECIPIENT.

3. Review PROJECT deliverables as needed or required.

4. Perform all services required of SCOOT in accordance with SCOOT guidelines and policies.

5. Within the limits of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCOOT in performance of the work undertaken under this Agreement.

B. SUBRECIPIENT **WILL:**

1. Comply with the conditions noted in the SCDOT's qualifications letter dated January 12, 2024. This agreement is attached as Exhibit B and specifically made a part hereof.

2. Provide SCOOT, upon request, with copies of any deliverables produced for the PROJECT.

3. Agree that all consultants and subconsultants will comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCOOT's policy concerning FHWA Order 4470.1A, (dated October 27, 2010). This memorandum and FHW A Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCOOT.

4. Incorporate into contracts all applicable Required Provisions and Supplemental Specifications in effect at the time of execution of this Agreement.

5. Perform all PROJECT services in accordance with all applicable laws and regulations, both Federal and State, following the guidelines as established by SCOOT and other State and Federal guidelines considered by SCOOT to be appropriate, including compliance with applicable sections of the SCOOT/ Federal Highway Administration STEWARDSHIP AND OVERSIGHT PLAN dated June 2014 and any revisions, addenda, or other modifications thereto (included herein by reference), located at https://www.fhwa.dot.gov/federalaid/stewardship/agreements/sc.pdf .

6. Use a consultant agreement that substantially follows the format of SCDOT's standard consultant agreement attached hereto as EXHIBIT D.

7. Provide to SCOOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished or obtained by or for SUBRECIPIENT or its agent for the PROJECT.

8. Retain all records dealing with this PROJECT for three years after completion and acceptance of PROJECT and final audit, and such records will be made available to SCOOT for audit and review upon request.

9. Provide to SCOOT monthly status reports for the PROJECT.

IO. Include as an attachment to SUBRECIPIENT's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement.

11. Comply with the audit requirements of 2 CFR 200, Subpart F. Subrecipients exempt from these audit requirements, but obligated by other funding source requirements to obtain an annual financial statement audit are to submit a copy of the audit to SCDOT's Office of Contract Assurance within the earlier of 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period. Note that other funding source requirements include South Carolina Code of Law, Sections 4-9-150 (counties), 5-7-240 (cities) and 6-7-170 (special purpose districts and other political subdivisions -i.e. COG). All audits must be performed in accordance with Generally Accepted Government Audit Standards (GAGAS). Audit documentation submitted shall include: a copy of the audited financial statements; a copy of the management letter issued by the Certified Public Accountant (CPA) in conjunction with the audit report, when applicable; a copy of management's comments on all findings, recommendations, and questioned costs contained in the audit report and management letter, including detailed corrective action plan(s). Submit required documents to: SCOOT, Office of Contract Assurance - Attn. Sub-recipient Monitoring, Room 108, PO Box 191, Columbia, SC 29201. Electronic copies may be submitted via the OCA Document Submission Portal at http://www.scdot.org/doing/contractor_Audit.aspx#subForm.

12. Within the limitations of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SUBRECIPIENT's part, or the part of any employee or agent of SUBRECIPIENT in performance of the work undertaken under this Agreement.

III. **FUNDING:**

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

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

C. SUBRECIPIENT is responsible for meeting federal matching fund requirements on SCDOT's Maximum Funding for the PROJECT.

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

2. Funding Table:

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

D. SUBRECIPIENT is responsible for 100% of the cost of the PROJECT in excess of SCOOT's Maximum Funding for the PROJECT.

E. Based on the match requirements for the available fund sources, the SCOOT reimbursement rate will be applied as a percentage of the total eligible project costs not to exceed SCOOT' s Maximum Funding.

F. SCOOT will make payment to SUBRECIPIENT for all eligible costs incurred by SUBRECIPIENT, up to SCOOT's Maximum Funding for the PROJECT based on a valid reimbursement request/invoice submitted by SUBRECIPIENT to SCOOT. A reimbursement request or invoice is considered valid when it includes:

1. Identification of man-hours by task, classification and rate
2. A line item for overhead, where applicable
3. A listing of other direct costs
4. A listing of consultant/contractor services
5. Signature of certification in accordance with 2 CFR 200.415, *Required Certifications,* by an authorized representative of SUBRECIPIENT
6. Additional certifications relating to work performed as requested by SCOOT' s Program Manager.

G. All of SUBRECIPIENT's reimbursement requests or invoices must be supported by suppliers' invoices and SUBRECIPIENT's financial records. SUBRECIPIENT will

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

H. Upon completion of the project, SUBRECIPIENT shall submit a Final Invoice for the PROJECT. This invoice may be a $0.00 invoice if all reimbursements, not to exceed the SCOOT Maximum Funding, have been paid to SUBRECIPIENT.

I. SUBRECIPIENT is responsible for refunding to SCOOT any funding provided to SUBRECIPIENT by SCOOT for work and services performed by or for SUBRECIPIENT which are determined not to be in compliance with the terms and conditions of this Agreement.

J. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding.

IV. SCHEDULE:

A. The effective date of this Agreement is the date of execution by the Parties hereto. SUBRECIPIENT shall begin work upon receipt of SCOOT's written notice to proceed.

B. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding reimbursement.

C. SUBRECIPIENT anticipates that the PROJECT will be substantially complete within 24 months of SCOOT' s written notice to proceed.

0. SUBRECIPIENT agrees to prosecute the PROJECT work continuously and diligently from the date of SCOOT's written notice to proceed. Should SUBRECIPIENT be unable to complete the PROJECT within the above period, SUBRECIPIENT shall notify SCOOT in writing as to the reason for the delay, attach a revised PROJECT schedule, and request a revised completion date. SCOOT may, at its sole discretion, approve or deny any request for a time extension. Substantial failure to meet the stated schedule may result in termination of this Agreement pursuant to Section VI. J of this Agreement.

V. PROCUREMENT REQUIREMENTS:

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

A. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:

1. The South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, *et seq.)* and the regulations promulgated pursuant thereto; or

2. SUBRECIPIENT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50 and conform to applicable federal laws and regulations identified in 2 CFR § 200.318.

B. All procurements that require advertising shall be advertised in South Carolina Business Opportunities (SCBO) published by the Materials Management Office of the State Fiscal Accountability Authority in addition to any other publication in which SUBRECIPIENT deems it appropriate to advertise.

C. At the completion of the PROJECT, SUBRECIPIENT shall complete and submit to SCOOT the Certification of Procurement attached hereto and made a part hereof as EXHIBIT C, certifying that all the above PROCUREMENT REQUIREMENTS have been met for the PROJECT and providing a list of all consultants, contractors, and vendors used on the PROJECT, and the total dollar value paid to each.

VI. GENERAL:

A. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of SCDOT's Deputy Secretary in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in Richland County within 90 days of PROJECT completion.

B. The Parties hereto agree to conform to all applicable SCOOT, State, Federal and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.

C. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.

D. SUBRECIPIENT and its agents shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the work provided for herein. SUBRECIPIENT and its agents shall carry out applicable requirements of 49 CFR Part 26 in the administration of this Agreement.

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

1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;

2. to provide SCOOT with any documents required to establish such compliance upon request; and

3. to register and participate and require agreements from sub-contractors and sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

F. By execution of this Agreement SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, employees, and agents will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter l07 of the South Carolina Code of Laws, as amended.

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

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

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

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

VII. SUCCESSORS ANO_ASSIGNS:

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

VIII. BENEFIT AND RIGHTS OF THIRD PARTIES:

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

IX. EXECUTION IN COUNTERPARTS.

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

X. ENTIRE AGREEMENT:

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

[Signature blocks on next page]

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BEAUFORT COUNTY

_____
Witness

By:_____
(Signature)

Title:_____

Unique Entity Identification No.:

_____

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

_____
Witness

By:_____
Deputy Secretary for Finance & Administration or Designee

RECOMMENDED BY:

By:_____
Deputy Secretary for Planning or Designee

:,VIB

Dir -OfPlanning

0bf

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

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

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

_____ _____

DATE SCOOT SIGNATURE

_____ _____

DATE SUBRECIPIENT SIGNATURE

EXHIBIT A

PROJECT DETAILS

(see Attached)

ITS MASTER PLAN
VARIOUS CORRIDORS IN LATS STUDY AREA
BEAUFORT COUNTY

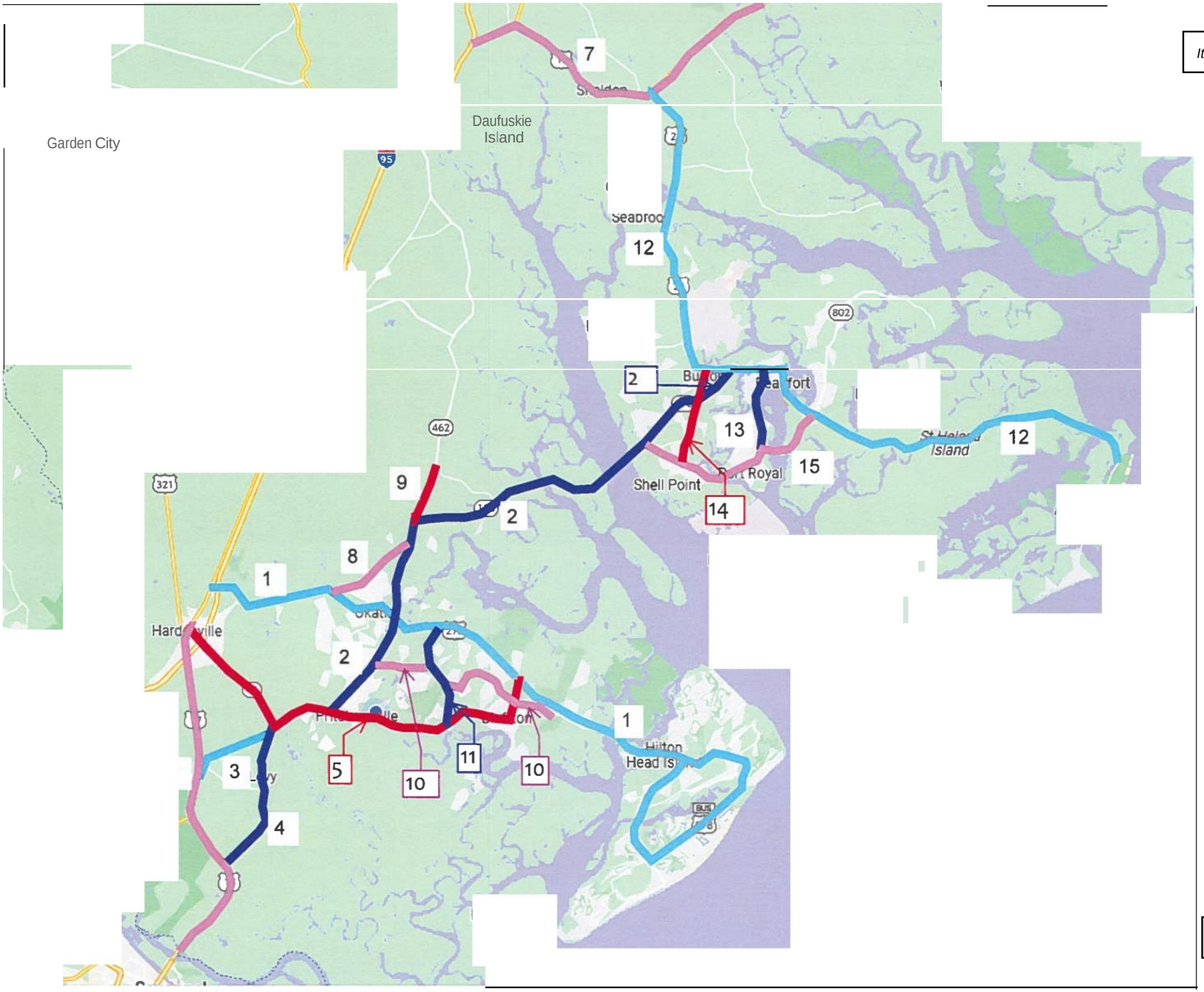
PROJECT UNDERSTANDING

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

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

See locations on project map as shown by above number:


rn,
Hollin
Basi
W
Pineland
:>ertv lie
Coosawhatchie
Wiggins
Coosaw
Tarboro
Ridgeland
Tillman
Laurel Bay
Switzerrand
Dataw Island
Hunting Island
Parris Island
Fort Fremont
Prffchards
Island
!Y
savannah
National
Wildlife
Re.fuge 6
Port
Wentworth


Garden City
Daufuskie Island
Shell Point
Hilton Head Is
St Helena Island
7
12
2
13
15
14
9
8
1
3
4
5
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11
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95
802
462
321

SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

Task l.l Project Administration

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

Task 1.2 Project Control and Management

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

Task 1.3 Status Reports and Invoicing

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

Task 1.4 Project Status Meetings

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

Task 1.5 Schedule Development

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

Task 1.6 Presentations to LATS

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

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

TASK 2 CONCEPT OF OPERATIONS

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

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

Deliverables:

Concept of Operations Memo

Workshop with LATS and Beaufort County

TASK 3 EXISTING CONDITIONS AND ASSETS INVENTORY

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

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

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

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

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

Deliverables:

GIS Database of assets inventory

Existing Conditions Technical Report

TASK 4 NEEDS ASSESSMENT

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

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

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

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

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

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

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

Deliverables:

System Demand Need Meeting

Needs Assessment Technical Report

Excluded:

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

TASK 5 ITS MASTER PLAN

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

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

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

Deliverables:

System Plan and Recommended projects in GIS

ITS Master Plan

TASK 6 ON-CALL SERVICES

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

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

ADDITIONAL SERVICES

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

Field installation of Global Positioning Systems (GPS) Equipment

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

Traffic Engineering

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

SCHEDULE

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

EXHIBITB

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

South Carolina
Department of Transportation

January 12, 2024

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

RE: Qualification Determination - Multiple Management Plans

Dear Mr. Fralix:

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

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

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

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

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

Sincerely,

£).

LPAA Coordinator

Enclosure
cc: Machael Peterson, Director of Planning
Darrin Player, Chief Procurement Ofticcr
Susan Stone, Director of Contract Assurance
Nicholas Piz1Uti, Chief of Professional Services Contracting
Christina Lewis, Statewide Planning Chief
Lyle Lee, Regional Planning Manager
File: ByrdYD/PlanningOffice

e

Post Office Box t91
Columbia, South Carolina 29202-0191

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

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

EXHIBIT C
CERTIFICATION OF PROCUREMENT

1. The undersigned IS the duly authorized representative of

_____

(hereinafter referred to as "the SUBRECIPIENT").

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

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

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBITD

STANDARD CONSULTANT AGREEMENT

AGREEMENT AND CONTRACT FOR
BETWEEN

_____

AND

_____

****

SECTION I. GENERAL RECITALS

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

WITNESSETH:

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

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

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

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

SECTION 11. SCOPE OF SERVI CES REQUIRED OF CONSULTANT

A. PROJECT DESCRIPTION. Consultant will provide _____services as necessary for

_____

_____

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

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

SECTION III. SERVICES OF _____

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

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

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

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

SECTION_V. FEE AND COSTS

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

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

[or]

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

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

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

C. SUBCONSUL TANT AGREEMENTS. The subconsultant's agreement with the Consultant may utilize a method of compensation that differs from _____'s method of compensation with the Consultant. Approved methods include: lump sum (firm-fixed price), cost plus fixed fee, cost per unit of work (unit cost), or specific rates of compensation. Cost plus a percentage of cost and percentage of construction cost are specifically prohibited under 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4).

D. PROGRESS PAYMENT. For Consultant's services in which payment is on a cost plus fixed fee basis as described above, the actual costs of Consultant eligible for reimbursement are those directly attributable to the accomplishment of the specific work of Consultant. These may include:

I. Actual basic salaries of productive personnel for work time directly applied to the project.

2. Payroll Additives eligible for reimbursement.

3. The indirect cost rate approved by _____ in compliance with Subsection E below.

4. The portion of the fixed fee that may be included in progress payments will be calculated by computing the percentage of actual direct labor invoiced divided by direct labor authorized and then applying that percentage to the total fixed fee authorized under this agreement. The fixed fee should not be billed as a percent of labor as this would equate to a cost plus a percentage of cost method of compensation which is specifically prohibited by 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4). Any portion of the fixed fee payment not previously paid in the progress payment will be covered in the final payment.

5. Out-of-pocket direct project expenses will be reimbursed at actual cost to Consultant. Any non-salary cost identified specifically with the project is a direct charge to the project and is eligible for compensation. Such out-of-pocket costs shall include, but not necessarily be limited to: travel and subsistence for Consultant's personnel on the project, project materials and supplies, telephone and communications, printing and

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

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

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

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

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

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

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

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

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

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

F. NON-ALLOWABLE COST. _____ shall not reimburse Consultant for any expenses relating to business development activities, attendance at any special event, function, or ceremony where attendance is for social purposes. This does not include special events, functions, or a ceremony in which a written ___ request and approval has been given to Consultant to attend for the purposes of speaking and/or presenting, or ass1stmg staff with preparation and delivery of the function. Consultants are required to certify compliance with this paragraph on all invoices.

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

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

[or]

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

Contract Breakdown		
Compensation	Fixed Fee	**Contract Total**
$	$	$

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

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

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

J. RELOCATION COSTS. Consultant has represented to _____ that Consultant has the necessary personnel to perform the consultant work described in the scope of services, and _____ has relied upon such representation. In those _____ approved cases where it becomes necessary to relocate an employee, Consultant agrees that reimbursable relocation costs are limited to the costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of no less than 12 months) of an existing employee. Relocation costs will only be considered under extreme and rare circumstances. Reimbursement eligibility must have prior written approval from _____

K. OVERTIME, EXTRA-PAY SHIFTS, MULTI-SHIFTS. Where the cost to _____ may be affected, this Agreement should be perfonned, so far as practicable, without the use of overtime, extra-pay shifts, or multi-shifts, and, in particular, without the use of overtime as a regular employment practice. Any required overtime, extra-pay shifts, and multi-shifts will be limited to the minimum needed for accomplishment of the specific work, will require prior written approval by _____,and will be paid in accordance with Consultant's existing overtime policy.

SECTION VI. MODE OF PAYMENT

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

ACCEPTABLE INVOICES. _____ considers an acceptable invoice to include:

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

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

B. PROMPT PAYMENT CLAUSE.

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

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

3. Prior to receiving payment of each monthly invoice, Consultant shall: (a) certify to _____ that the invoice is complete and that its subconsultants have been paid for work covered by previous invoices, for which they are entitled to be paid, in accordance with paragraphs (I) and (2) above, and (b) submit verification that Consultant has received similar certifications or evidence from its subconsultants that lower tier subconsultants have been paid in accordance with paragraph (I). No payment will be made to Consultant unless such documentation *I* certification is received or _ _ _ _ _ _ _ _ has issued written approval for delayed payment and required status reports as follows:

    1. The obligation to promptly pay subconsultants (all tiers) or to release retainage does not arise if there is a legitimate subcontract dispute with first tier and/ or lower tier subconsultants. If there is such a subcontract dispute, Consultant may submit a written request to _____to approve a delay in payment to the subconsultant which shall explain the nature of the dispute and identify relevant subcontract provisions as support. The explanation may include those reasons set forth in the SC Prompt Pay Act (S.C. Code § 29-6-40). Payment to the subconsultant shall not be withheld without prior _____written approval.

11. Consultant shall submit a status report of the dispute in each monthly progress payment. The status report shall contain:

- justification for the continuation of nonpayment in the form of a pending judicial proceeding, alternative dispute resolution (ADR) process, or administrative proceedings as evidence of why the delay shall continue; or

- a certification that the matter is resolved and payment has been issued to the subconsultant (first tier and/ or lower tier subconsultants).

4. Failure to comply with any of the above prompt payment provisions shall constitute a material breach of the contract and shall result in one or more of the following sanctions: (I) no further payments being made to Consultant unless and until compliance is achieved; (2) monetary sanctions; and/ or (3) Consultant being declared in default and being subject to termination in accordance with the provisions of this Agreement.

5. Any subconsultant who believes it is due payment in accordance with the Prompt Payment Clause may request information from _____ as to whether and when payment for the subconsultant's work has been made to Consultant. If payment has been made to Consultant, and a subconsultant certifies to _____ that the subconsultant has not been paid within seven calendar days of _____'s payment to Consultant or paid as provided in paragraph (I) for sub-tiers, _____ will notify SCOOT. If neither _____ nor SCOOT have approved the delay in payment pursuant to paragraph (3) above, appropriate remedies set forth in paragraph (4) will be applied. On federally funded projects, the subconsultant may contact the Federal Highway Administration should _____ or SCOOT fail to address the non-payment issue.

6. Consultant agrees by signing this Agreement that it will include this clause titled "PROMPT PAYMENT CLAUSE," provided by ___, without modification, in all subcontracts with its subconsultants. Consultant is responsible for requiring all of its subconsultants to include this PROMPT PAYMENT CLAUSE in all lower tier subcontracts. If Consultant knowingly enters or knowingly allows a subconsultant or lower tier subconsultant to enter into a subcontract without the PROMPT PAYMENT CLAUSE, _____may apply the appropriate remedies set forth in paragraph (4) or pursue other available remedies, including breach of contract.

SECTION VII. GENERAL PROVISIONS

_____and Consultant mutually agree as follows:

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

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

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

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

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

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

CONSULTANT is responsible for ensuring that it, as well as any subcontractors and subconsultants of any tier, having access to _____ electronic data, is required to manage and reduce risk by employing and using good cyber threat preventative measures. CONSULTANT, subcontractors and subconsultants shall use the National Institute of Standards and Technology's Risk Management Framework (NIST RMF) as its cybersecurity framework or use other comparable frameworks and standards for cyber security protection. CONSULT ANT shall insert a NIST RMF or equivalent framework requirement provision in all subcontract for this Project which require or allow a subconsultant or subcontractor to have access to _____ data. CONSULTANT shall provide _____,upon request, third party certifications to verify implementation of an industry recognized cyber security framework during the Project. Other comparable cyber security frameworks include: NIST RMF; NIST CSF; ISO IES 2700 I/ISO 27002; SOC 2; IASME Governance; CIS Controls version 7; COBIT 5; FedRAMP; HIPAA; GDPR; FISMA; NERC CIP; HITRUST CSF.

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

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

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

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

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

quant1t1es, details, designs, and compliance with all specifications, guidelines, and requirements of this Agreement. Should any discrepancies, errors, or omissions be found at any time after submittal of the plans, corrections to the plans will be made at Consultant's expense. Consultant shall not include the cost of corrections of faulty or deficient work on his invoice to _____

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

E. PROGRESS. Consultant shall at all times work closely with the designated representatives of _____and shall keep them fully advised as to the status of the work. Consultant or his authorized representative will be present at all conferences, field inspections, and other meetings as may be requested by _____. Conferences or consultations may be called at any time by either party to this Agreement. The plans and work of Consultant will be available to _____ and, if applicable, to appropriate representatives of SCOOT and FHW A for review at all times.

F. QUALITY CONTROL. All work by Consultant is to be done in a manner satisfactory to _____ and in accordance with the established customs, practices, and procedures of _____, SCOOT, the State of South Carolina, FHW A, including compliance with applicable sections of the SCDOT/FHW A STEWARDSHIP AND OVERSIGHT PLAN, dated June 2014 (included herein by reference) and any revisions thereto, and in conformity with the standards adopted by the American Associations of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section I 09-B, as amended. For work involving the development of plans, Consultant shall implement all necessary quality control measures to produce plans that conform to SCOOT and FHWA guidelines and standard, including the aforementioned. Prior to submittal to _____, all plans shall be thoroughly reviewed by Consultant for completeness, correctness, accuracy, and consistency with the aforementioned requirements. Plan sheets shall be initialed as applicable by both the preparer and the reviewer to indicate appropriate quality reviews have been completed. Consultant shall maintain copies of any quality control documents, including check prints, throughout the duration of the project, with them becoming part of the official file, and shall submit copies of these to _____ upon request.

G. INSPECTION OF WORK. _____ and, if applicable, SCOOT and FHW A shall have access to and the right to inspect all project work and materials during regular business hours of Consultant. Consultant and its subconsultants shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at their respective offices at reasonable times during the Contract period and for three years from date of final payment under the Contract for inspection by any authorized representative of

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

H. CHANGES IN CONTRACT. _____ may desire Consultant to render services for changes in connection with a project in addition to that provided for by the express provisions of this Agreement. Such additional services will require a Contract Modification, setting forth the nature and scope of such additional services and the compensation therefor, as determined by mutual agreement between _____ and Consultant. Work under such Contract Modification shall not proceed until formally approved by _____and, if applicable, SCOOT and FHWA.

I. DELAYS AND EXTENSIONS. Consultant agrees to prosecute the work continuously and diligently. No charges or claims for damages shall be made by Consultant for any delays or hindrance, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as _____may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

J. FAILURE TO MAINTAIN SATISFACTORY PROGRESS. Consultant will proceed with the work in a timely fashion, providing sufficient manpower and resources to meet the commitment to schedules, milestones, and completion dates set forth in this Agreement. _____ may monitor the progress of the work to determine that the work is progressing sufficiently to meet the commitments agreed to in this Agreement.

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

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

K. TERMINATION OF AGREEMENT.

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

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

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

L. DISPUTES. In any dispute concerning a question of fact in connection with the work of this Agreement or compensation therefor, the decision of _____'s

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

M. RESPONSIBILITY FOR CLAIMS AND LIABILITY. Consultant shall assume certain risks in connection with the performance of this Agreement and shall be liable for and shall indemnify and hold harmless _____, SCOOT, and other agencies of government from claims and liability due to negligent acts of Consultant, its subconsultants, agents, or employees in connection with the prosecution and completion of the work covered by this Agreement. Insurance requirements are listed in Attachment "D," attached hereto and incorporated herein.

N. GENERAL COMPLIANCE WITH LAWS. Consultant and its subconsultants shall at all times observe and comply with all Federal, State, and local laws, ordinances, and regulations affecting the conduct of the work.

0. SUBLETTING, ASSIGNMENT, OR TRANSFER. Consultant shall not assign, sublet, or transfer any of the work, except as specifically provided for under the terms of this Agreement, without prior written consent of _____. Such consent does not release or relieve Consultant, as principal, from any of its obligations and liabilities under this Agreement.

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

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

Q. DRUG-FREE **WORK** PLACE CERTIFICATION. By execution of this Agreement, Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

R. OTHER CERTIFICATIONS. In addition to the certification indicated above, _____ and Consultant shall execute the certifications contained in EXHIBIT "I" CERTIFICATIONS. These certifications are incorporated and made a part of this Agreement.

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

1. Compliance with Regulations: Consultant shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: Consultant, with regard to work performed by it after award and prior to completion of this Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts. including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.

4. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by _____ to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to _____,and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of Consultant's non-compliance with the non-discrimination provisions of this Agreement, _____ shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to Consultant under this Contract until Consultant complies, and/or
   b. Cancellation, termination, or suspension of this Contract, in whole or in part.

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

T. DISADVANTAGED BUSINESS ENTERPRISES.

I. Policy. It is the policy of _____to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, _____ shall utilize SCDOT's DBE program established in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. This Contract is subject to the provisions of SCDOT's DBE program and 49 CFR Part 26.

2. Consultant shall comply with the requirements of the specifications titled "DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL SPECIFICATIONS PROFESSIONAL SERVICES" available at http://info2.scdot.org/professionalserv/HostDocs/ProfD/o20SVS%20Supp%20Spec%201uly%202016.pdf.

3. This Contract has an established DBE Goal of_percent L¾) (see EXHIBIT" I" CERTIFICATIONS).

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

- The DBE Quarterly Report reflects quarterly and total payments to date for all DBE firms. A separate DBE Quarterly Report must be submitted for **each** DBE firm for every active contract even if no payments were made to DBEs during the specified reporting period.

- The DBE Status Spreadsheet reflects a summary of payments to **all committed** and **non-committed** DBE firms working on the project, and must be submitted along with the DBE Quarterly Reports.

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

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

4. Consultant/Subconsultant Assurances. Neither Consultant, nor its subconsultants, shall discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally-assisted contracts. Failure by Consultant, or any of its subconsultants, to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as _____ deems appropriate. Consultant shall advise its subconsultant of these provisions by including this clause in each of its subcontracts.

5. Quoter Information. At the conclusion of this Contract, Consultant shall submit to _____ the names and addresses of all subconsultants who quoted subcontracts for this Contract.

6. Reports on Subconsultant Payments. At the conclusion of this Contract, Consultant shall report to _____ all payments made to subconsultants on this Contract. The report shall include the following information as to each subconsultant: the name and address of the subconsultant and the total payments made to the subconsultant.

U. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this BASIC AGREEMENT, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Consultant shall comply with Executive Order 11246, as amended by the Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60) (Appendix II to 2 CFR Part 200) and shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;

2. to provide _____ with any documents required to establish such compliance upon request; and

3. to register and participate and require agreements from sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(8)(2).

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

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

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

BB. ENERGY POLICY AND CONSERVATION ACT. Consultant should comply with standards and policies relating to energy efficiency contained in the Plan for State Energy Policy (S.C. Code §§ 48-52-210, et seq.).

CC. PROCUREMENT OF RECOVERED MATER1ALS. Consultant should comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

DD. IRAN DIVESTMENT ACT. Consultant shall certify compliance to the following:

I. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to S.C. Code § 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The attached representation, which is required by Section I l-57-330(A), is a material inducement for _____ to award a contract to you. (b) By signing this Certification, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the _____ immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

2. ONGOING OBLIGATIONS: (a) You must notify _____ immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with S.C. Code§ 11-57-330(8), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

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

FF. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the Parties and, except for Contract Modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the Parties relating to this work. The execution of this Agreement by the Parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Consultant Name

_____ By: _____
Witness (Signature)

Title:_____

_____
[Local Government]

_____ By:_____
Witness [Title]

EXHIBIT "I"

CERTIFICATIONS

ENGINEER CERTIFICATION FOR
PROJECT PLANS AND SPECIFICATIONS

Consultant's Name: _____

Route Number: _____

File Number: _____

Project Number: _____

Project Description: _____

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

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

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

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

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

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

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

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

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

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

Date: _____

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

CERTIFICATION OF CONSULTANT

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

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any).

(d) been debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from covered transactions by any Federal department, state department, or agency thereof. Consultant also certifies that it and its principals: have not been convicted within the preceding three years of any of the offenses listed in 2 CFR 180.800 (a) or had a civil judgment rendered against it for one of those offenses within that time period; are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of those offenses; and have not had a public transaction (Federal, State, or local) terminated within the preceding three years for cause or default, Consultant further certifies full compliance with 23 CFR 633 Subpart A of the Federal Code.

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

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

Date: _____

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

CERTIFICATION OF _____

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

(a) employ or retain, or agree to employ or retain, any firm or person, or

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

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

Date: _____

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

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES <DBE)
CONSULTANT COMMITTAL SHEET

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

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

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

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

[1] The designation of Firm A and/or B is not considered acceptable. Firms shall be identified by name. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

[2] Percent - show percent of total contract amount committed to each DBE listed.

[3] All information requested must be included unless item is listed in proposal on a lump sum basis.

[4] Dollar Value - extended amount based on negotiated manhours and directs per each firm(s).

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

SWORN to before me this _ _ _ _ _ _
day of_____ ,20

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

_____
Consultant

By: _ _ _ _ _ _ _ _ _ _

Title: _____

ATTACHMENT "A"

SCOPE OF SERVICES

AND SCHEDULE

ATTACHMENT "B"

SERVICES OF .....

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

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

ATTACHMENT "C"

ENGINEERING FEE

PLA 51-24 SCDOT Project No. P042886

AGREEMENT BETWEEN THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND BEAUFORT COUNTY

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

WITNESSETH THAT:

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

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

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

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

I. PROJECT DESCRIPTION:

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

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

II. OBLIGATIONS OF PARTIES

A. SCDOT WILL:

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

2. Identify an SCOOT employee, to serve as SCOOT's Contact for SUBRECIPIENT.

3. Review PROJECT deliverables as needed or required.

4. Perform all services required of SCOOT in accordance with SCOOT guidelines and policies.

5. Within the limits of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCOOT in performance of the work undertaken under this Agreement.

B. SUBRECIPIENT **WILL:**

1. Comply with the conditions noted in the SCDOT's qualifications letter dated January 12, 2024. This agreement is attached as Exhibit B and specifically made a part hereof.

2. Provide SCOOT, upon request, with copies of any deliverables produced for the PROJECT.

3. Agree that all consultants and subconsultants will comply with SCDOT's Procurement Policy Memorandum (dated December 20, 2022) updating and revising SCOOT' s policy concerning FHWA Order 4470.1A, (dated October 27, 2010). This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCOOT.

4. Incorporate into contracts all applicable Required Provisions and Supplemental Specifications in effect at the time of execution of this Agreement.

5. Perform all PROJECT services in accordance with all applicable laws and regulations, both Federal and State, following the guidelines as established by SCOOT and other State and Federal guidelines considered by SCOOT to be appropriate, including compliance with applicable sections of the SCOOT/ Federal Highway Administration STEWARDSHIP AND OVERSIGHT PLAN dated June 2014 and any revisions, addenda, or other modifications thereto (included herein by reference), located at https://www.fhwa.dot.gov/federalaid/stewardship/agreements/sc.pdf .

6. Use a consultant agreement that substantially follows the format of SCOOT' s standard consultant agreement attached hereto as EXHIBIT D.

7. Provide to SCOOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished or obtained by or for SUBRECIPIENT or its agent for the PROJECT.

8. Retain all records dealing with this PROJECT for three years after completion and acceptance of PROJECT and final audit, and such records will be made available to SCOOT for audit and review upon request.

9. Provide to SCOOT monthly status reports for the PROJECT.

10. Include as an attachment to SUBRECIPIENT's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement.

11. Comply with the audit requirements of 2 CFR 200, Subpart F. Subrecipients exempt from these audit requirements, but obligated by other funding source requirements to obtain an annual financial statement audit are to submit a copy of the audit to SCDOT's Office of Contract Assurance within the earlier of 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period. Note that other funding source requirements include South Carolina Code of Law, Sections 4-9-150 (counties), 5-7-240 (cities) and 6-7-170 (special purpose districts and other political subdivisions -i.e. COG). All audits must be performed in accordance with Generally Accepted Government Audit Standards (GAGAS). Audit documentation submitted shall include: a copy of the audited financial statements; a copy of the management letter issued by the Certified Public Accountant (CPA) in conjunction with the audit report, when applicable; a copy of management's comments on all findings, recommendations, and questioned costs contained in the audit report and management letter, including detailed corrective action plan(s). Submit required documents to: SCOOT, Office of Contract Assurance - Attn. Sub-recipient Monitoring, Room 108, PO Box 191, Columbia, SC 29201. Electronic copies may be submitted via the OCA Document Submission Portal at http://www.scdot.org/doing/contractor_Audit.aspx#subForm.

12. Within the limitations of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SUBRECIPIENT's part, or the part of any employee or agent of SUBRECIPIENT in performance of the work undertaken under this Agreement.

III. **FUNDING:**

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

B. SCDOT's maximum funding for the PROJECT is **$400,000.00** (hereinafter referred to as "SCDOT' s Maximum Funding") as authorized by the Lowcountry Area Transportation Study (LATS) on August 5, 2022, for use of STBGP funds. SCDOT will sub-award $320,000.00 of the funds as a pass-through grant to SUBRECIPIENT for administration of the PROJECT.

C. The required match on this grant is **$80,000.00.** This match will be paid for by SCDOT using State Highway funds and is part of the SCDOT's Maximum Funding for the PROJECT.

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

2. Funding Table:

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

D. SUBRECIPIENT is responsible for 100% of the cost of the PROJECT in excess of SCDOT's Maximum Funding for the PROJECT.

E. Based on the match requirements for the available fund sources, the SCDOT reimbursement rate will be applied as a percentage of the total eligible project costs not to exceed SCDOT' s Maximum Funding.

F. SCDOT will make payment to SUBRECIPIENT for all eligible costs incurred by SUBRECIPIENT, up to SCDOT's Maximum Funding for the PROJECT based on a valid reimbursement request/invoice submitted by SUBRECIPIENT to SCDOT. A reimbursement request or invoice is considered valid when it includes:

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

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

G. All of SUBRECIPIENT's reimbursement requests or invoices must be supported by suppliers' invoices and SUBRECIPIENT's financial records. SUBRECIPIENT will submit reimbursement requests/invoices to SCOOT not more often than monthly and SCOOT will pay all valid reimbursement requests and invoices within thirty days of receipt by SCOOT.

H. Upon completion of the project, SUBRECIPIENT shall submit a Final Invoice for the PROJECT. This invoice may be a $0.00 invoice if all reimbursements, not to exceed the SCOOT Maximum Funding, have been paid to SUBRECIPIENT.

I. SUBRECIPIENT is responsible for refunding to SCOOT any funding provided to SUBRECIPIENT by SCOOT for work and services performed by or for SUBRECIPIENT which are determined not to be in compliance with the terms and conditions of this Agreement.

J. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding.

IV. SCHEDULE:

A. The effective date of this Agreement is the date of execution by the Parties hereto. SUBRECIPIENT shall begin work upon receipt of SCOOT's written notice to proceed.

B. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding reimbursement.

C. SUBRECIPIENT anticipates that the PROJECT will be substantially complete within 24 months of SCOOT's written notice to proceed.

0. SUBRECIPIENT agrees to prosecute the PROJECT work continuously and diligently from the date of SCOOT's written notice to proceed. Should SUBRECIPIENT be unable to complete the PROJECT within the above period, SUBRECIPIENT shall notify SCOOT in writing as to the reason for the delay, attach a revised PROJECT schedule, and request a revised completion date. SCOOT may, at its sole discretion, approve or deny any request for a time extension. Substantial failure to meet the stated schedule may result in termination of this Agreement pursuant to Section VI. J of this Agreement.

S

V. PROCUREMENT REQUIREMENTS:

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

A. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:

1. The South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, *et seq.)* and the regulations promulgated pursuant thereto; or

2. SUBRECIPIENT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50 and conform to applicable federal laws and regulations identified in 2 CFR § 200.318.

B. All procurements that require advertising shall be advertised in South Carolina Business Opportunities (SCBO) published by the Materials Management Office of the State Fiscal Accountability Authority in addition to any other publication in which SUBRECIPIENT deems it appropriate to advertise.

C. At the completion of the PROJECT, SUBRECIPIENT shall complete and submit to SCOOT the Certification of Procurement attached hereto and made a part hereof as EXHIBIT C, certifying that all the above PROCUREMENT REQUIREMENTS have been met for the PROJECT and providing a list of all consultants, contractors, and vendors used on the PROJECT, and the total dollar value paid to each.

VI. GENERAL:

A. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of SCOOT's Deputy Secretary in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in Richland County within 90 days of PROJECT completion.

B. The Parties hereto agree to conform to all applicable SCOOT, State, Federal and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.

C. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.

0. SUBRECIPIENT and its agents shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the work provided for herein.

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

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

1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;

2. to provide SCDOT with any documents required to establish such compliance upon request; and

3. to register and participate and require agreements from sub-contractors and sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

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

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

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

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

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

VII. SUCCESSORS AND ASSIGNS:

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

VIII. BENEFIT AND RIGHTS OF THIRD PARTIES:

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

IX. EXECUTION IN COUNTERPARTS.

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

X. ENTIRE AGREEMENT:

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

[Signature blocks on next page]

PLA 51-24 SCOOT Project No. P042886

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BEAUFORT COUNTY

_____
Witness

By:_____
(Signature)

Title:_____

Unique Entity Identification No.:

_____

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

_____
Witness

By:_____
Deputy Secretary for Finance & Administration or Designee

RECOMMENDED BY:

By: _____
Deifuty Secretary for Planning or Designee

REVIEWED BY:



r,ecror Ph,nrring

Certification for Grants, Loans. and Cooperative Agreements

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

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

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

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

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

DATE	**SCDOT SIGNATURE**
DATE	**SUBRECIPIENT SIGNATURE**

EXHIBIT A

PROJECT DETAILS

(see Attached)

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

August 2023

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SCOPE OF SERVICES
SC 170 Corridor Study

PROJECT DESCRIPTION

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

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

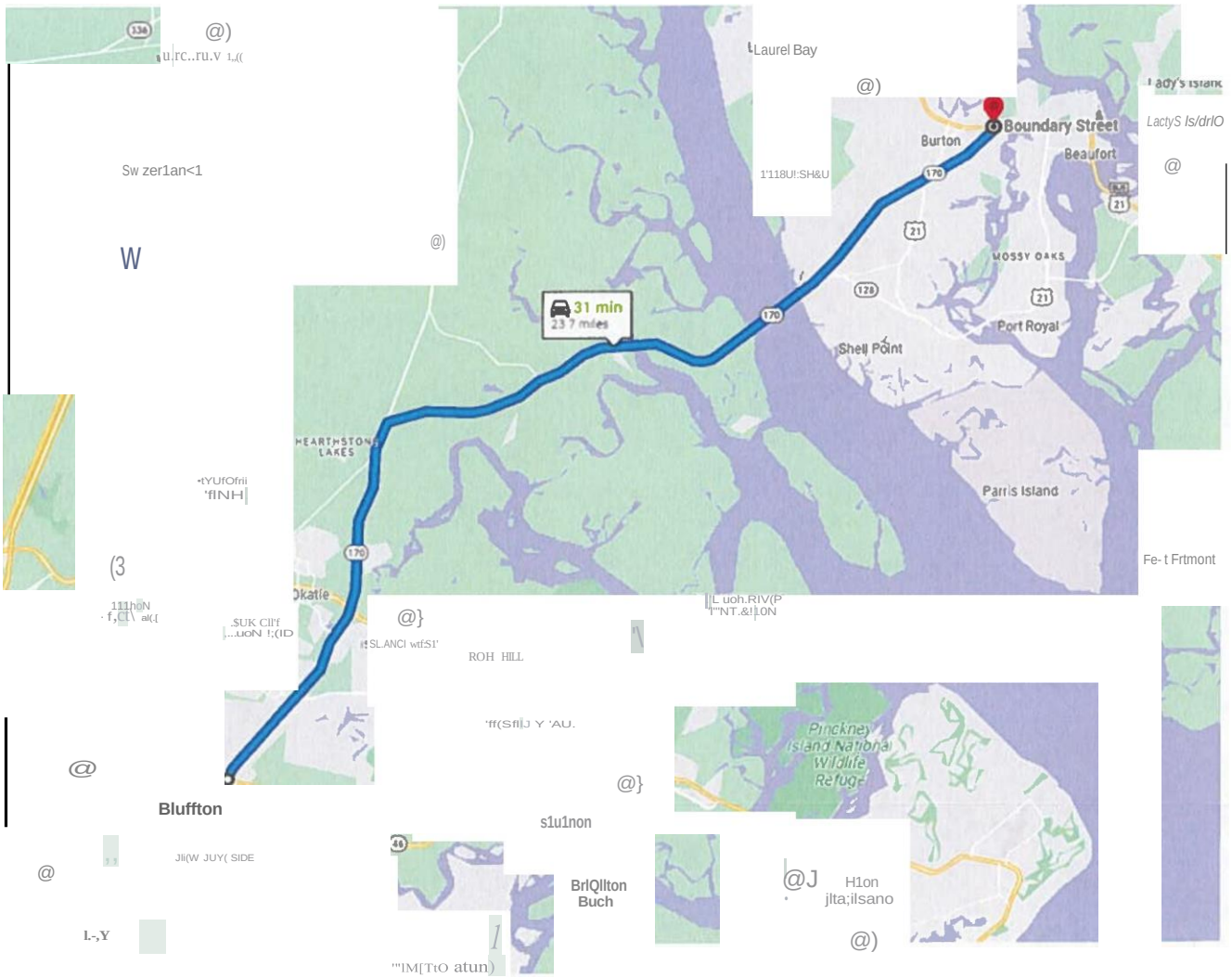
The preferred design will consider all users and land uses along the street to create an implementation plan that can be adopted by the stakeholders. The proposed improvements could consider short-term improvements, such as installing traffic signals, lighting, improved crossings, and radius improvements;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

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

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

SCOPE OF SERVICES
SC 170 Corridor Study

Figure 1 Project Location



August 2023

SCOPE OF SERVICES
SC 170 Corridor Study

1. PROJECT MANAGEMENT

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

1.1. Coordination Meetings

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

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

1.2. Monthly Invoice / Status Reports

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

1.3. Deliverables

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

2. SYSTEM / FACILITY IDENTIFICATION

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

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

2.1. Overview of Previous Work

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

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

2.2. Existing Plan Assessment and Coordination

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

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

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

2.3. Deliverables

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

3. DATA COLLECTION

3.1. IMPACTS ANALYSIS

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

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

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

3.2. Field Investigation

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

3.3. Roadway Data Collection

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

3.4. Land Use Data Collection

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

3.5. Crash Data Collection

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

3.6. Traffic Volume Data Collection

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

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

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

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

1. SC 170 at **S-46****
2. SC l 70 at Four Seasons Blvd
3. SC 170 at Hulston Landing Rd / Highland Crossing
4. SC 170 at Mill Creek Blvd / Gibbet Rd*
5. SC l 70 at Lawton Blvd
6. SC l 70 at Bluffton Pkwy*
7. SC 170 at Sun City Blvd*
8. SC 170 at Del Webb Blvd/ Seagrass Station Rd
9. SC 170 at Okatie Center Blvd S
10. SC 170 at US278 EB off/US278 EB On Ramps
11. SC 170 at US 278 EB On Ramp
12. SC 170 at US 278 WB On/Off Ramp*
13. SC 170 at Okatie Center Blvd N / Barrel Landing Rd
14. SC 170 at Commerce Pl W / Commerce Pl E
15. SC 170 at Palmer Grace Dr E
16. SC 170 at Tidewatch Dr*
17. SC 170 at Riverwalk Blvd
18. SC 170 at Pearlstine Dr / Cherry Point Rd*
19. SC 170 at Red Oaks Ln / Malind Bluff Dr
20. SC 170 at Pritcher Point Rd
21. SC 170 at Argent Blvd*
22. SC l 70 at Argent Pkwy
23. SC 170 at SC 642 (Lowcountry Dr)*
24. SC 170 at John Paul Catholic School
25. SC 170 at Old Marsh Rd
26. SC 170 at Old Town Rd
27. SC 170 at Camp St Marys Rd
28. SC 170 at Old Baileys Rd
29. SC 170 at Snake Rd / Callawassie Dr*
30. SC 170 at SC 128 (Savannah Hwy)*
31. SC 1 70 at Broad River Blvd
32. SC 170 at Shadow Moss Dr
33. SC 170 at Castle Rock Rd*
34. SC 170 at Bridges Preparatory School
35. SC 170 at Goethe Hill Rd (west side)
36. SC l 70 at Goethe Hill Rd (east side)

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

* Denotes Signalized Intersection
**Denotes Roundabout

3.7. Existing Transportation Facilities

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

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

3.8. Deliverables

Deficiencies of the existing transportation system
An analysis that incorporates collected and existing data into future modeling and recommendations

4. DATA ANALYSIS

4.1. Best Practices

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

4.2. MAP-21 / Most Current Federal Guidance

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

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

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

4.3. Transit

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

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

4.4. Pedestrian and Bike Facilities

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

4.5. Future Transportation Facilties

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

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

- 2040 and 2050 No Build
- 2040 and 2050 Build

The following conditions will be evaluated:

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

4.6. Concept Plans

The Consultant will develop design concepts on aerial imagery for the various transportation improvements. This includes developing CAD designs (15-20%) level of detail for the corridor that show the plan view layout of proposed roadway and shared use path improvements, existing right of way and property lines per Beaufort County GIS, and approximate new right of way. The concept plans will be presented on 36" color plots at l "=l 00' scale. Where the layout permits, the plots will show the corridor in two rows (upper and lower). Approximately 8 sheets are anticipated for each corridor section.

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

4.7. Deliverables

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

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

5. PUBLIC INVOLVEMENT

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

5.1. Website

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

5.2. Web Based Technology

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

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

5.3. Public Information Meetings

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

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

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

5.4. LATS Presentation

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

5.5. Stakeholder Meetings

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

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

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

5.6. **Deliverables**

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

6. CORRIDOR STUDY DOCUMENTATION

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

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

6.1. Deliverables

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

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

7. EXCLUSIONS

The following services are not provided in this scope

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

SC 170 Corridor Study

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

PLA 51-24 SCDOT Project No. P042886

EXHIBITB

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

SC I
South Carolina
Department of Transportation

January 12, 2024

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

RE: Qualificalion Delermination - Multiple Management Plans

Dear Mr. Fralix:

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

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

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

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

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

Sincerely,

£).

LPAA Coordinator

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

G

Post Office Box 191
Columbia, South Carolina 29202·0191

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

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

EXHIBIT C
CERTIFICATION OF PROCUREMENT

l. The undersigned is the duly authorized representative of

_____

(hereinafter referred to as "the SUBRECIPIENT").

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

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

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBITD

STANDARD CONSULTANT AGREEMENT

AGREEMENT AND CONTRACT FOR
BETWEEN

_____

AND

_____

****

SECTION I. GENERAL RECITALS

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

WITNESSETH:

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

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

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

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

SECT1ONJI. SCOPE OF SERVICES REQUIRED OF CONSULTANT

A. PROJECT DESCRIPTION. Consultant will provide _____services as necessary for

_____

_____

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

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

SECTION III. SERVICES OF _____

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

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

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

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

SECTION V. FEE AND COSTS

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

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

[or]

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

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

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

C. SUBCONSULTANT AGREEMENTS. The subconsultant's agreement with the Consultant may utilize a method of compensation that differs from _____'s method of compensation with the Consultant. Approved methods include: lump sum (firm-fixed price), cost plus fixed fee, cost per unit of work (unit cost), or specific rates of compensation. Cost plus a percentage of cost and percentage of construction cost are specifically prohibited under 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4).

D. PROGRESS PAYMENT. For Consultant's services in which payment is on a cost plus fixed fee basis as described above, the actual costs of Consultant eligible for reimbursement are those directly attributable to the accomplishment of the specific work of Consultant. These may include:

I. Actual basic salaries of productive personnel for work time directly applied to the project.

2. Payroll Additives eligible for reimbursement.

3. The indirect cost rate approved by _____ in compliance with Subsection E below.

4. The portion of the fixed fee that may be included in progress payments will be calculated by computing the percentage of actual direct labor invoiced divided by direct labor authorized and then applying that percentage to the total fixed fee authorized under this agreement. The fixed fee should not be billed as a percent of labor as this would equate to a cost plus a percentage of cost method of compensation which is specifically prohibited by 23 CFR 172.9 (b) (2) and 23 CFR 172.5 (a) (4). Any portion of the fixed fee payment not previously paid in the progress payment will be covered in the final payment.

5. Out-of-pocket direct project expenses will be reimbursed at actual cost to Consultant. Any non-salary cost identified specifically with the project is a direct charge to the project and is eligible for compensation. Such out-of-pocket costs shall include, but not necessarily be limited to: travel and subsistence for Consultant's personnel on the project, project materials and supplies, telephone and communications, printing and

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

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

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

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

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

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

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

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

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

_____subject to the contract maximum amount. These amounts wi II be subject to final audit.

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

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

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

[or]

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

Contract Breakdown		
Compensation	Fixed Fee	**Contract Total**
$	$	$

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

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

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

J. RELOCATION COSTS. Consultant has represented to _____ that Consultant has the necessary personnel to perform the consultant work described in the scope of services, and _____ has relied upon such representation. In those _____ approved cases where it becomes necessary to relocate an employee, Consultant agrees that reimbursable relocation costs are limited to the costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of no less than 12 months) of an existing employee. Relocation costs will only be considered under extreme and rare circumstances. Reimbursement eligibility must have prior written approval from _____

K. OVERTIME, EXTRA-PAY SHIFTS, MULTl-SHIFTS. Where the cost to _____ may be affected, this Agreement should be performed, so far as practicable, without the use of overtime, extra-pay shifts, or multi-shifts, and, in particular, without the use of overtime as a regular employment practice. Any required overtime, extra-pay shifts, and multi-shifts will be limited to the minimum needed for accomplishment of the specific work, will require prior written approval by _____,and will be paid in accordance with Consultant's existing overtime policy.

SECTION VI. MODE OF PAYMENT

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

ACCEPTABLE INVOICES. _____ considers an acceptable invoice to include:

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

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

B. PROMPT PAYMENT CLAUSE.

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

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

3. Prior to receiving payment of each monthly invoice, Consultant shall: (a) certify to _____ that the invoice is complete and that its subconsultants have been paid for work covered by previous invoices, for which they are entitled to be paid, in accordance with paragraphs (I) and (2) above, and (b) submit verification that Consultant has received similar certifications or evidence from its subconsultants that lower tier subconsultants have been paid in accordance with paragraph (I). No payment will be made to Consultant unless such documentation / certification is received or _____ has issued written approval for delayed payment and required status reports as follows:

   i. The obligation to promptly pay subconsultants (all tiers) or to release retainage does not arise if there is a legitimate subcontract dispute with first tier and *I* or lower tier subconsultants. If there is such a subcontract dispute, Consultant may submit a written request to _____to approve a delay in payment to the subconsultant which shall explain the nature of the dispute and identify relevant subcontract provisions as support. The explanation may include those reasons set forth in the SC Prompt Pay Act (S.C. Code § 29-6-40). Payment to the subconsultant shall not be withheld without prior _____written approval.

ii. Consultant shall submit a status report of the dispute in each monthly progress payment. The status report shall contain:

- justification for the continuation of nonpayment in the form of a pending judicial proceeding, alternative dispute resolution (ADR) process, or administrative proceedings as evidence of why the delay shall continue; or

- a certification that the matter is resolved and payment has been issued to the subconsultant (first tier and / or lower tier subconsultants).

4. Failure to comply with any of the above prompt payment provisions shall constitute a material breach of the contract and shall result in one or more of the following sanctions: (I) no further payments being made to Consultant unless and until compliance is achieved; (2) monetary sanctions; and / or (3) Consultant being declared in default and being subject to termination in accordance with the provisions of this Agreement.

5. Any subconsultant who believes it is due payment in accordance with the Prompt Payment Clause may request information from _____ as to whether and when payment for the subconsultant's work has been made to Consultant. If payment has been made to Consultant, and a subconsultant certifies to _____ that the subconsultant has not been paid within seven calendar days of _____'s payment to Consultant or paid as provided in paragraph (I) for sub-tiers, _____ will notify SCOOT. If neither _____ nor SCOOT have approved the delay in payment pursuant to paragraph (3) above, appropriate remedies set forth in paragraph (4) will be applied. On federally funded projects, the subconsultant may contact the Federal Highway Administration should _____ or SCOOT fail to address the non-payment issue.

6. Consultant agrees by signing this Agreement that it will include this clause titled "PROMPT PAYMENT CLAUSE," provided by ___, without modification, in all subcontracts with its subconsultants. Consultant is responsible for requiring all of its subconsultants to include this PROMPT PAYMENT CLAUSE in all lower tier subcontracts. If Consultant knowingly enters or knowingly allows a subconsultant or lower tier subconsultant to enter into a subcontract without the PROMPT PAYMENT CLAUSE, _____ may apply the appropriate remedies set forth in paragraph (4) or pursue other available remedies, including breach of contract.

SECTION VII. GENERALPROVISIONS

_____ and Consultant mutually agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

quant1t1es, details, designs, and compliance with all specifications, guidelines, and requirements of this Agreement. Should any discrepancies, errors, or omissions be found at any time after submittal of the plans, corrections to the plans will be made at Consultant's expense. Consultant shall not include the cost of corrections of faulty or deficient work on his invoice to _ _ _ _ _ _ _ _ _ _ _ _

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

E. PROGRESS. Consultant shall at all times work closely with the designated representatives of _____ and shall keep them fully advised as to the status of the work. Consultant or his authorized representative will be present at all conferences, field inspections, and other meetings as may be requested by _____. Conferences or consultations may be called at any time by either party to this Agreement. The plans and work of Consultant will be available to _____ and, if applicable, to appropriate representatives of SCOOT and FHWA for review at all times.

F. QUALITY CONTROL. All work by Consultant is to be done in a manner satisfactory to _____ and in accordance with the established customs, practices, and procedures of _____, SCOOT, the State of South Carolina, FHWA, including compliance with applicable sections of the SCDOT/FHWA STEWARDSHIP AND OVERSIGHT PLAN, dated June 2014 (included herein by reference) and any revisions thereto, and in conformity with the standards adopted by the American Associations of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section I 09-8, as amended. For work involving the development of plans, Consultant shall implement all necessary quality control measures to produce plans that conform to SCDOT and FHW A guidelines and standard, including the aforementioned. Prior to submittal to _____, all plans shall be thoroughly reviewed by Consultant for completeness, correctness, accuracy, and consistency with the aforementioned requirements. Plan sheets shall be initialed as applicable by both the preparer and the reviewer to indicate appropriate quality reviews have been completed. Consultant shall maintain copies of any quality control documents, including check prints, throughout the duration of the project, with them becoming part of the official file, and shall submit copies of these to _____ upon request.

G. INSPECTION OF **WORK.** _____ and, if applicable, SCOOT and FHWA shall have access to and the right to inspect all project work and materials during regular business hours of Consultant. Consultant and its subconsultants shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at their respective offices at reasonable times during the Contract period and for three years from date of final payment under the Contract for inspection by any authorized representative of

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

H. CHANGES IN CONTRACT. _____ may desire Consultant to render services for changes in connection with a project in addition to that provided for by the express provisions of this Agreement. Such additional services will require a Contract Modification, setting forth the nature and scope of such additional services and the compensation therefor, as determined by mutual agreement between _____ and Consultant. Work under such Contract Modification shall not proceed until formally approved by _____and, if applicable, SCOOT and FHWA.

I. DELAYS AND EXTENSIONS. Consultant agrees to prosecute the work continuously and diligently. No charges or claims for damages shall be made by Consultant for any delays or hindrance, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as _____may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

J. FAILURE TO MAINTAIN SATISFACTORY PROGRESS. Consultant will proceed with the work in a timely fashion, providing sufficient manpower and resources to meet the commitment to schedules, milestones, and completion dates set forth in this Agreement. _____ may monitor the progress of the work to determine that the work is progressing sufficiently to meet the commitments agreed to in this Agreement.

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

A Consultant rece1vmg a Final Notice of Delinquency shall be disqualified from receiving additional work, whether in the form of a new contract or a modification of an existing contract. Consultant shall continue in a delinquent status until the project is in compliance with the schedule, or until the work required by the Contract is completed. This disqualification will become effective at the end of the 15-day appeal period if Consultant fails to appeal or on the date of decision if the appeal is denied. A Consultant disqualified under this provision shall be barred from receiving work as an individual, firm, partnership, or corporation operating under the same name or a different name.

K. TERMINATION OF AGREEMENT.

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

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

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

L. DISPUTES. In any dispute concerning a question of fact in connection with the work of this Agreement or compensation therefor, the decision of _____'s

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

M. RESPONSIBILITY FOR CLAIMS AND LIABILITY. Consultant shall assume certain risks in connection with the performance of this Agreement and shall be liable for and shall indemnify and hold harmless _____, SCOOT, and other agencies of government from claims and liability due to negligent acts of Consultant, its subconsultants, agents, or employees in connection with the prosecution and completion of the work covered by this Agreement. Insurance requirements are listed in Attachment "D," attached hereto and incorporated herein.

N. GENERAL COMPLIANCE WITH LAWS. Consultant and its subconsultants shall at all times observe and comply with all Federal, State, and local laws, ordinances, and regulations affecting the conduct of the work.

0. SUBLETTING, ASSIGNMENT, OR TRANSFER. Consultant shall not assign, sublet, or transfer any of the work, except as specifically provided for under the terms of this Agreement, without prior written consent of _____. Such consent does not release or relieve Consultant, as principal, from any of its obligations and liabilities under this Agreement.

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

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

Q. DRUG-FREE WORK PLACE CERTIFICATION. By execution of this Agreement, Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

R. OTHER CERTIFICATIONS. In addition to the certification indicated above, _____ and Consultant shall execute the certifications contained in EXHIBIT "I" CERTIFICATIONS. These certifications are incorporated and made a part of this Agreement.

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

I. Compliance with Regulations: Consultant shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: Consultant, with regard to work performed by it after award and prior to completion of this Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.

4. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by _____ to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to _____,and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of Consultant's non-compliance with the non-discrimination provisions of this Agreement, _____ shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:

a. Withholding of payments to Consultant under this Contract until Consultant complies, and/or
b. Cancellation, termination, or suspension of this Contract, in whole or in part.

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

T. DISADVANTAGED BUSINESS ENTERPRISES.

I. Policy. It is the policy of _____to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, _____ shall utilize SCDOT's DBE program established in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. This Contract is subject to the provisions of SCDOT's DBE program and 49 CFR Part 26.

2. Consultant shall comply with the requirements of the specifications titled "DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL SPECIFICATIONS PROFESSIONAL SERVICES" available at http://info2.scdot.org/professionalserv/HostDocs/Prof%20SVS%20Supp%20Spec%20July%202016.pdf.

3. This Contract has an established DBE Goal of_percent L%) (see EXHIBIT "1" CERTIFICATIONS).

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

- The DBE Quarterly Report reflects quarterly and total payments to date for all DBE firms. A separate DBE Quarterly Report must be submitted for **each** DBE firm for every active contract even if no payments were made to DBEs during the specified reporting period.

- The DBE Status Spreadsheet reflects a summary of payments to **all committed** and **non-committed** DBE firms working on the project, and must be submitted along with the DBE Quarterly Reports.

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

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

4. Consultant/Subconsultant Assurances. Neither Consultant, nor its subconsultants, shall discriminate on the basis ofrace, color, national origin or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally-assisted contracts. Failure by Consultant, or any of its subconsultants, to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as _____ deems appropriate. Consultant shall advise its subconsultant of these provisions by including this clause in each of its subcontracts.

5. Quoter Information. At the conclusion of this Contract, Consultant shall submit to _____ the names and addresses of all subconsultants who quoted subcontracts for this Contract.

6. Reports on Subconsultant Payments. At the conclusion of this Contract, Consultant shall report to _____ all payments made to subconsultants on this Contract. The report shall include the following information as to each subconsultant: the name and address of the subconsultant and the total payments made to the subconsultant.

U. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this BASIC AGREEMENT, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Consultant shall comply with Executive Order 11246, as amended by the Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60) (Appendix II to 2 CFR Part 200) and shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

I. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;

2. to provide _____ with any documents required to establish such compliance upon request; and

3. to register and participate and require agreements from sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-I 4-20(8)(2).

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

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

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

BB. ENERGY POLICY AND CONSERVATION ACT. Consultant should comply with standards and policies relating to energy efficiency contained in the Plan for State Energy Policy (S.C. Code §§ 48-52-210, et seq.).

CC. PROCUREMENT OF RECOVERED MATERIALS. Consultant should comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

DD. IRAN DIVESTMENT ACT. Consultant shall certify compliance to the following:

I. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to S.C. Code § 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The attached representation, which is required by Section 1 l-57-330(A), is a material inducement for _____ to award a contract to you. (b) By signing this Certification, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the _____ immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

2. ONGOING OBLIGATIONS: (a) You must notify _____immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with S.C. Code§ 11-57-330(8), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

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

FF. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the Parties and, except for Contract Modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the Parties relating to this work. The execution of this Agreement by the Parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Consultant Name

_____
Witness

By:_____
(Signature)

Title:_____

_____
[Local Government]

_____
Witness

By:_____
[Title]

EXHIBIT "I"

CERTIFICATIONS

ENGINEER CERTIFICATION FOR
PROJECT PLANS AND SPECIFICATIONS

Consultant's Name: _____

Route Number: _____

File Number: _____

Project Number: _____

Project Description: _____

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

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

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

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

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

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

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

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

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

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

Date: _____

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

CERTIFICATION OF CONSULTANT

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

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any).

(d) been debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from covered transactions by any Federal department, state department, or agency thereof. Consultant also certifies that it and its principals: have not been convicted within the preceding three years of any of the offenses listed in 2 CFR 180.800 (a) or had a civil judgment rendered against it for one of those offenses within that time period; are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of those offenses; and have not had a public transaction (Federal, State, or local) terminated within the preceding three years for cause or default, Consultant further certifies full compliance with 23 CFR 633 Subpart A of the Federal Code.

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

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

Date: _____

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

CERTIFICATION OF _____

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

(a) employ or retain, or agree to employ or retain, any firm or person, or

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

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

Date: _____

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

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement) which exceed $ I 00,000, and that all such subrecipients shall certify and disclose accordingly.

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CONSULTANT COMMITTAL SHEET

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

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

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

BASED ON THE ABOVE, CONSULTANT'S TOTAL COMMITTAL FOR THIS CONTRACT: --- %

THE CONTRACT DBE GOAL LISTED IN PART A OF THE SUPPLEMENTAL SPECIFICATION: %

[1] The designation of Firm A and/or B is not considered acceptable. Firms shall be identified by name. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

[2] Percent - show percent of total contract amount committed to each DBE listed.

[3] All information requested must be included unless item is listed in proposal on a lump sum basis.

[4] Dollar Value - extended amount based on negotiated manhours and directs per each firm(s).

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

SWORN to before me this _____
day of_____ ,20

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

_____
Consultant

By: _____

Title: _____

ATTACHMENT "A"

SCOPE OF SERVICES

AND SCHEDULE

ATTACHMENT "B"

SERVICES OF .....

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

I. Access to and use of all reports, data and information in possession of SCOOT which may prove pertinent to the work set forth herein.

2. Existing Policies and Procedures of _____ with reference to geometrics, standards, specifications and methods pertaining to all phases of CONSULTANT's work.

ATTACHMENT "C"

ENGINEERING FEE

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Recommend Approval of Contract Award to Wood & Partners for IFB #030524 Camp St. Mary's Park A&E Services ($284,150)

MEETING NAME AND DATE:

Public Facilities and Safety Committee – August 26, 2024

PRESENTER INFORMATION:

Hank Amundson, Special Assistant to the Administrator (5 mins)

ITEM BACKGROUND:

Beaufort County requested proposals for A&E services at Camp St. Mary's on 3/5/24 for the design of a passive park. Three proposals were received and evaluated by Staff, Kimley-Horn, MRB Group, and Wood & Partners. Final scoring identified Wood & Partners as the best suited firm and Fee negotiations resulted in a final fee of $284,150.00

County Staff have reviewed the bid submittal and found the prices to be fair and reasonable.

PROJECT / ITEM NARRATIVE:

The park design will include a new restroom facility, walking trail and parking. The total funds requested are the A&E Fee amount of $284,150 plus a 10% contingency ($28,415) bringing the total request to $312,565.

Purchasing has not submitted a draft contract to Legal. This will occur after contract award.

FISCAL IMPACT:

Funding comes from the Passive Parks Bond Fund (4502-80-0000-54420). The FY25 account balance is $3,559,180.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of contract to Wood & Partners for award of IFB #030524 in the amount of $284,150 plus a 10% contingency ($28,415) bringing the total request to $312,565

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of award to Wood & Partners for IFB #030524 Camp St. Mary's building demolition.

Next Step: Move forward to County Council to award to Wood & Partners for IFB #030524 Camp St. Mary's building demolition.

WOOD+PARTNERS
LANDSCAPE ARCHITECTURE
LAND PLANNING

June 28, 2024

Victoria Moyer, Deputy Director
Beaufort County Procurement Services
C/O Beaufort County Passive Parks Department
P.O. Drawer 1228
Beaufort, SC 29901-1228

Re: Proposal for Schematic Design through Construction Phase Services for Camp St. Mary's Park

Via Email: Victoria.moyer@bcgov.net; SNagid@bcgov.net

Dear Victoria:

We have prepared the following proposal to provide Schematic Design through Limited Construction Phase Services for Camp St. Mary's Park, the County-owned parcel located on the Okatie River. This proposal outlines the Scope of Services and Compensation, as well as the Client's responsibilities. The Agreement Terms, Conditions and Hourly Rates below apply to this agreement. It is our understanding that the Client is Beaufort County's Passive Parks Department (Client). Wood+Partners (WP) is the consultant to provide services as outlined below.

Wood+Partners will serve as Prime Consultant for this project and will provide project management and Landscape Architectural services. This proposal also includes civil engineering services provided by Ward Edwards; Architecture by Parker Design Group; Structural Engineering by Shearlock Engineering; and Mechanical, Electrical and Plumbing by Dalon Engineering. Dalon will also provide Site Electrical Engineering. Supplemental Services will be provided by Newkirk Environmental Consultants for wetlands and critical line delineation; Whitaker Labs for geotechnical engineering; and Atlas for surveying.

A. General:

1. The general scope of work for this proposal will begin with assembly of wetlands/critical line delineation, a survey, and a geotechnical report for use by the design team. Information collected will be as required by permitting and review agencies for permitting to follow. preparation of a statement of probable cost to be used in finalizing project scope; coordination, communication, and reviews with the County's Project Manager; coordination with the project civil engineer to obtain and respond to input and comments from permitting and review agencies; preparation of 50% and 100% construction documents suitable for public bidding. It is understood that the County will provide bidding services (with exception of providing responses to bidding questions). Limited bidding and construction phase services are proposed and NPDES monitoring is excluded.
2. The scope of work will include the following elements:
   a. Improvements to existing entry drive and drive aisle;
   b. Defined parking to include ADA spaces;
   c. New drop-off area with kayak lay-down area and bollards;
   d. New fencing and repairs to existing chain link fence;
   e. Open air, exposed truss shelter;
   f. Restrooms;
   g. Controlled vehicular access gate with timer;
   h. Arbor swings; and
   i. Site furnishings to include drinking fountain.
3. As public water and sewer are not available nearby, public water and sewer mains will not be designed or permitted. Instead, design of a new well and septic system for the restrooms and picnic shelter will be included. Water for fire protection, irrigation supply and water to the existing dock are not anticipated or included.
4. This proposal includes wetland and critical line flagging for pickup by surveyor as well as submittal to and coordination with the US Army Corps of Engineers to obtain jurisdictional determination.

5. This proposal also includes preparation of an existing conditions survey and a geotechnical report to be used for preparation of stormwater improvements and a new septic system.
6. The procurement and delivery method for the project is to be competitive public bidding in a single bid package that will include the items as outline above. WP will coordinate with and utilize the County's standard procurement documents and bidding process to prepare bid documents.

B. Schematic Design & Statement of Probable Costs:

1. Based on an approved Camp St. Mary's Conceptual Master Plan (dated Jan. 17, 2024) the design team will prepare Schematic Design (SD) documents for the Client's approval. The documents shall illustrate and describe the development of the approved Master Plan and shall consist of drawings and other documents including plans and typical construction details to fix and describe the size and character of the Project. The documents shall also include identification of major materials and systems, establishing their general quality levels.
2. The design team shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the plans.
3. Prepare preliminary drainage calculations for purposes of estimating bioretention size and fulfilling SoLoCo compliance calculator water quality requirements.
4. Coordinate with design team to obtain necessary documents and input for completion of SD documents.
5. Complete updated Statement of Probable costs.
6. Meet with Client to review Schematic Design Documents and obtain input.
7. Following review of Schematic Design documents, a revised CAD plan will be created for use by the design team.
8. Prepare for and attend Beaufort County Staff Review Team (SRT) pre-application meeting in Beaufort and investigate design parameters (Beaufort County MS4, SCDOT, Fire Marshal). (Landscape Architect and Civil Engineer)
9. Utilizing Schematic Design documents, submit to SCDHEC- OCRM Coastal Zone Consistency (CZC) to "get in line" for project review/permitting.

C. **Preparation of Construction Documents & Required Permitting:**

1. Based on approved Schematic Design and input received, prepare 60% construction documents.
   a. Coordinate with other design team consultants to include civil engineer, site electrical engineer and architect.
   b. Initial 60% documents will include preliminary site layout, plant massing, pavement and other critical details such as walks, entry area, project ID sign; fencing; preliminary tree removal and mitigation requirements; preliminary utilities; preliminary grading; and storm drainage, etc.
   c. Update Statement of Probable Costs to reflect modified plans.
   d. Conduct project review of 60% documents with Client.
   e. Begin submittal and coordination to obtain required permits including:
      (1) TOHHI MS4 delegated review for SC OCRM (Stormwater)
      (2) CZC follow-up and check-in
      (3) SCDOT Encroachment permit
      (4) Courtesy documents to Power and Telecom providers to coordinate conduit locations
      (5) Local Fire District
      (6) Beaufort Couty Staff Review Team (SRT) Conceptual and Final
   f. Prepare a conventional septic system and well design to include related soil and groundwater testing and obtain necessary SCDHEC permitting.

2. Based on input received, prepare 100% bid documents to include final plans and written specifications in the form of a Project Manual.
   a. Drawings to include site layout; tree removal & preservation plans; demolition plans; layout & staking plans; grading plans and pavement sections; sedimentation and soil erosion control plans; septic and well design; civil details; site electrical plans, lighting details & photometrics; architectural plans and details;

MEP (architectural) plans; structural details; project ID signage; planting plans; site furnishings; and construction details.

b. Prepare design calculations and reports associated with civil plans. Reports include:
   (1) Stormwater Management calculations
   (2) Drainage Pipe Calculations
c. Update Statement of Probable Costs.
d. Conduct review of 100% documents with Client.
e. Coordinate with design team to consolidate plans; address County input and permitting comments; and issue final bid documents to County Procurement for issuance to bidders.

D. **Limited Bidding and Construction Phase Services**

1. With the exception of items indicated as fixed fee services below, our team will assist the County with procurement, bidding and construction phase on an "as needed (hourly) consulting basis".
2. "As needed" requests for services will be made by the County to Wood+Partners and billed against the established hourly budget estimate listed below. Requests in excess of the budget estimate will require a scope amendment.
3. NPDES weekly inspections/monitoring will be provided and documented by the County in accordance with State regulations, and are not included in this estimate.
4. Support County during construction phase (estimated/budgeted at 6 months)by providing the following fixed fee (civil)services:
   a. One civil site visit per month (total of 6 visits for civil engineer) to become familiar with the contractor's progress and quality of work and determine if it is proceeding in accordance with contract documents.
   b. Prepare civil punch list of identified design deficiencies requiring corrective action.
   c. Review stormwater as-built survey prepared by contractor's licensed surveyor.
   d. Provide final engineer's letter for applicable agencies.
   e. Request final site inspection from Beaufort County.
   f. Prepare and submit civil closeout submittal packages to agencies with jurisdiction over the project. Needed documents may include notarized signatures, bonds, easements and/or deed(s) from County and Contractor.
   g. Receive and respond to comments received from agencies after initial close-out package submittal.

E. Subsequent and/or Additional Services:

The following subsequent services may be requested and, if so, shall be considered additional services:

1. Preparing additional concept studies.
2. Providing additional imagery such as 3-D perspectives.
3. Providing environmental consulting services for elements such as endangered species, archaeology, asbestos or hazardous waste, etc.
4. Providing regional system stormwater calculations.
5. Attending meetings with local planning staff, SCDOT or other review authorities other than those defined above.
6. NPDES monitoring and reporting.
7. Attending Stakeholder, user group or community input meetings other than those defined above.
8. Providing bidding tables or schedule of values.
9. Providing the services of an arborist.
10. Attending more trips, meetings, or providing other services than listed above.

F. Hourly Rates:

Wood+Partners (WP) shall provide planning and landscape architectural services and shall serve as the Consultant listed herein.

1. For additional services provided on a time and material / hourly basis, compensation shall be at the following hourly rates (effective May 9, 2023):

Partner/President	$220.00
Sr. Principal	$180.00

Principal	$170.00
Senior Project Manager	$155.00
Project Manager	$130.00
Landscape Architect/Sr. Planner	$115.00
Landscape Architect/Planner	$ 95.00
Project Planner	$ 90.00
Administrative/Controller	$ 90.00
Administrative/Marketing Coordinator	$ 90.00

2. For Consultant's Hourly Additional Services compensation shall be at the following hourly rates:

Architect, Partner	$200.00
Principal (Civil)	$235.00
Project Manager (Civil)	$195.00
Lead Engineer (Civil)	$175.00
Construction Consultant (Civil)	$160.00
Engineering Technician (Civil)	$130.00
Senior Engineer P.E.(Site Electrical/MPE)	$150.00
Lead Structural P.E.	$225.00

G. Compensation & Expenses:

Compensation for this project shall be on a lump sum basis. Fees for proposed services are as outline below, plus reimbursable expenses and shall be billed monthly on a percent complete basis for each phase of service as follows:

1.	Schematic Design & Updated Statement of Probable Costs (Fixed Fee)	$ 40,000
2.	Construction Document Services (60 & 100%- Fixed Fee)	$142,000
3.	Permitting Services (Fixed Fee)	$ 39,000
4.	Hourly "As Needed" Bidding & Construction Phase (**Budget Estimate**)	$ 18,000
5.	Limited Construction Phase Services (Fixed Fee)	$ 15,000
6.	Environmental Consulting Services (Fixed Fee)	$ 3,000
7.	Subsurface & Geotechnical Evaluation Services (Fixed Fee)	$ 4,750
8.	Land Surveying Services (Fixed Fee)	$ 22,400

Reimbursable expenses are in addition to the fees outlined above. Reimbursable expenses are estimated but not guaranteed to be $10,000 .

Thank you for the opportunity to work with you on this project. Please let me know if you have any questions about the services outlined above. As an act of acceptance please sign this agreement, scan and email a copy to us.

Sincerely,

Wood+Partners		**Client**	**Beaufort County, South Carolina**
	,LS	Accepted	,LS
Name:	Kyle Theodore, PLA, ASLA	Name:	
Title:	Vice President	Title:	
Date:	June 28, 2024	Date:	

Cc: Trey Griffin, PLA, ASLA, Principal

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Recommend Approval of Contract Award to Wilma's Tank & Pump Company for IFB #061124 Camp St. Mary's Building Demolition ($135,080).

MEETING NAME AND DATE:

Public Facilities and Safety Committee – August 26, 2024

PRESENTER INFORMATION:

Hank Amundson, Special Assistant to the Administrator (5 mins)

ITEM BACKGROUND:

Beaufort County requested bids for the demolition phase of Camp St. Mary's on 6/11/24. Two Bids were received, and Wilma's Tank & Pump Company was the low bidder with a bid of $122,800.00. Purchasing Staff has reviewed the bid submittal and found the prices to be fair and reasonable.

PROJECT / ITEM NARRATIVE:

Demolition at the Camp St. Mary's Park project includes demolition of the seven remaining structures on the site. The total funds requested are the bid amount of $122,800 plus a 10% contingency ($12,280) bringing the total request to $135,080. This is a Fixed Fee award.

Purchasing has not submitted a draft contract to Legal. This will occur after contract award.

FISCAL IMPACT:

Funding comes from the Passive Parks Bond Fund (4502-80-0000-54420). The FY25 account balance is $3,559,180.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of contract to Wilma's Tank & Pump Company for award of IFB #061124 in the amount of $135,080 including contingency.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of award to Wilma's Tank & Pump Company for IFB #061124 Camp St. Mary's building demolition.

Next Step: move forward to County Council on September 9, 2024 to award to Wilma's Tank & Pump Company for IFB #061124 Camp St. Mary's building demolition.

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Project Name:	Camp St. Mary Demolition
Project Number:	IFB 061124
Project Budget:	
Bid Opening Date:	11-Jun-24
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	ALL ADDENDA	Bid Bond	SCH OF VALUES	SMBE Docs	Sub Listing	Grand Total Price
OCA	X	X	X	X	X	Self Performing	**$ 174,000.00**
Wilma's Pump and Tank Co.	X	X	X	X	X	Self Performing	**$ 122,800.00**

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

David L. Thomas
Bid Administrator Signature

Victoria Moyer
Bid Recorder

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

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

RESOLUTION 2024 /__

A RESOLUTION TO ADOPT THE 2023 BEAUFORT COUNTY TRAFFIC CALMING POLICY

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

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

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

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

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

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

Beaufort County

2023 Traffic Calming Guidelines

April 2023

SOURCES

ITE/FHWA. *Traffic Calming Primer*. May 2018.
https://highways.dot.gov/safety/speed-management/traffic-calming-eprimer

SCDOT. *Traffic Calming Guidelines.* 2019
https://www.scdot.org/business/pdf/accessMgt/trafficEngineering/SCDOT_TCG_06.pdf

NACTO. *Global Street Design Guidelines*.
https://nacto.org/publication/global-street-design-guide/

INTRODUCTION

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

ELIGIBLE ROADWAYS

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

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

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

Cost responsibility

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

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

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

TRAFFIC CALMING DEVICES AND STRATEGIES

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

Vertical Deflections

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

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

Horizontal Deflections

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

- Mini Roundabouts
- Chicanes
- Lateral Shifts
- Realigned Intersections

Street Width Reductions

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

- Road Diets
- Parking Bulb-outs

Other Traffic Calming Measures

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

- Speed Feedback Signs

TRAFFIC CALMING REQUEST PROCESS

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

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

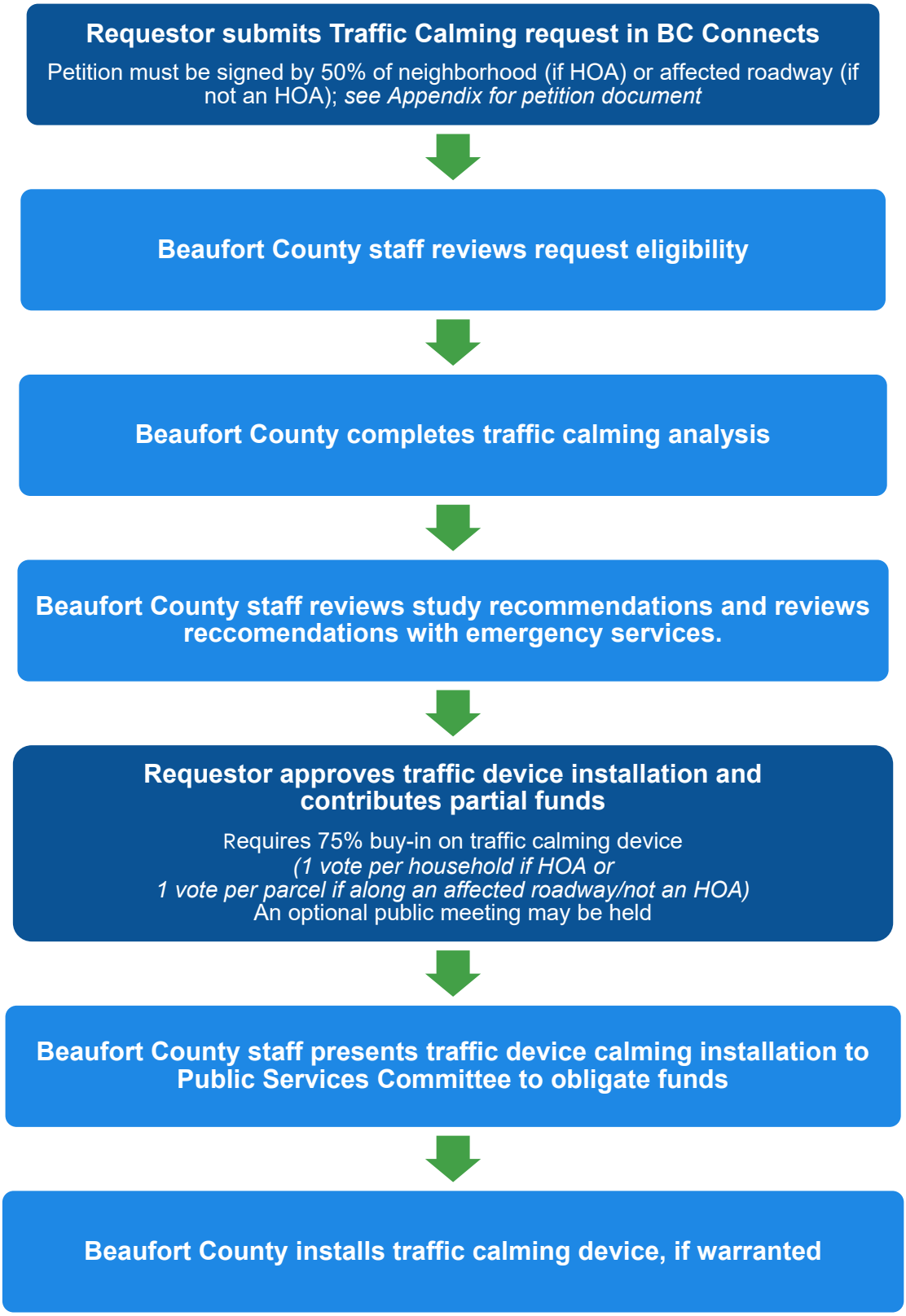
Upon receiving a request, Beaufort County staff will review the eligibility of the request, request any funding to be collected via the BC Connects site, complete a traffic calming analysis, and review this study's recommendations.

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

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

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

Note: Beaufort County can remove a traffic calming device at their discretion.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Requires 75% buy-in on traffic calming device
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An optional public meeting may be held
Beaufort County staff presents traffic device calming installation to Public Services Committee to obligate funds
Beaufort County installs traffic calming device, if warranted

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

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

REMOVAL OF TRAFFIC CALMING DEVICE REQUESTS

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

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

TRAFFIC CALMING CRITERIA

Speed Humps/Raised Crosswalks

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

Speed Tables/Raised Intersections

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

Chicanes/Urban Roundabout

- Posted speed limit of 25 mph or less
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- Location will not have a significant effect on emergency services or school buses
- Roadway must be connected to two roadways
- A traffic study may be required by Beaufort County

Road Diet/Change to Stop Control

- Traffic engineering study required.

GLOSSARY

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

Speed Hump



Traffic Calming Guidelines, SCDOT, 2019

Raised Crosswalk



Traffic Calming Guidelines, SCDOT, 2019

Speed Table



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

Mini Roundabout



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Chicane



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Speed Feedback Sign



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

Traffic Calming Fact Sheets

May 2018 Update

Speed Hump

Description:

- Rounded (vertically along travel path) raised areas of pavement typically 12 to 14 feet in length
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- Appropriate for residential local streets and residential/neighborhood collectors
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- Appropriate for mid-block placement, not at intersections
- Not recommended on grades greater than 8 percent
- Work well in combination with curb extensions
- Can be used on a one-lane one-way or two-lane two-way street



(Source: City of Boulder, Colorado)



(Source: PennDOT Local Technical Assistance Program)

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

Design/Installation Issues:

- ITE recommended practice - "Guidelines for the Design and Application of Speed Humps"
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- Speed hump shapes include parabolic, circular, and sinusoidal
- Typically spaced no more than 500 feet apart to achieve an 85th percentile speed between 25 and 35 mph
- Hump heights range between 3 and 4 inches, with trend toward 3 - 3 ½ inches maximum
- Often have associated signing (advance warning sign before first hump in series at each hump)
- Typically have pavement markings (zigzag, shark's tooth, chevron, zebra)
- Taper edge near curb to allow gap for drainage
- Some have speed advisories
- Need to design for drainage, without encouraging means for motorists to go around a hump

Potential Impacts:

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

Emergency Response Issues:

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

Typical Cost (2017 dollars):

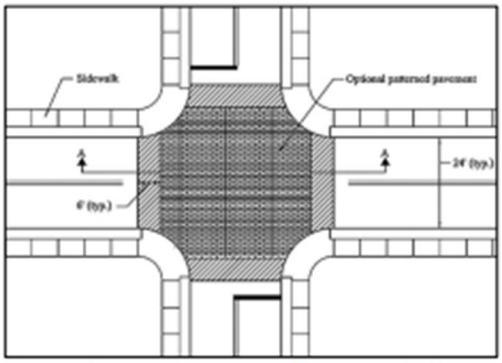
- Cost ranges between $2,000 and $4,000

Traffic Calming Fact Sheets
May 2018 Update

Raised Intersection

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

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



(Source: Delaware Department of Transportation)


(Source: Chuck Huffine, Phoenix AZ)

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Design/Installation Issues:
- Used at intersections with a maximum speed limit of 35 mph
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- Appropriate if a dedicated bicycle facility passes through the intersection
- Detectable warnings and/or color contrasts must be incorporated to differentiate the roadway and the sidewalk
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- Storm drainage/underground utility modifications are likely necessary
- Minimum pavement slope of 1 percent to facilitate drainage

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

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

Typical Cost (2017 dollars):
- Costs range between $15,000 and $60,000

Traffic Calming Fact Sheets

May 2018 Update

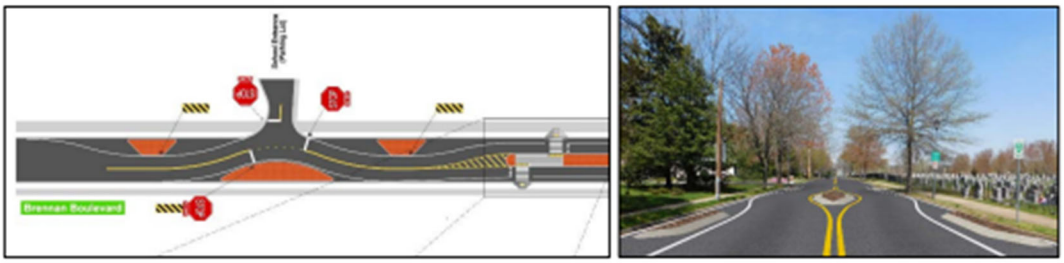
Chicane

Description:

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

Applications:

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



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Design/Installation Issues:

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- Minimize relocation of drainage features
- May force bicyclists to share travel lanes with motor vehicles
- Maintain sufficient width for ease of emergency vehicles and truck throughput

Potential Impacts:

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

Emergency Response Issues:

- Appropriate along primary emergency vehicle routes

Typical Cost (2017 dollars):

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

Beaufort County

Traffic Calming Request Form

Neighborhood Association*:_____

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

Yes ☐ No ☐

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

_____

Is the street a local residential street?

Yes ☐ No ☐

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

_____

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

Yes ☐ No ☐

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

PETITION REQUEST FOR TRAFFIC CALMING DEVICE(S)

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

Number of properties in HOA: _____

Number of property owner signatures: _____

Name of Property Owner	Signature	Address	Phone	Tax Map Parcel Number

Name of Property Owner	Signature	Address	Phone	Tax Map Parcel Number

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Beaufort County

2023 Traffic Calming Guidelines

April 2023

SOURCES

ITE/FHWA. *Traffic Calming Primer*. May 2018.
https://highways.dot.gov/safety/speed-management/traffic-calming-eprimer

SCDOT. *Traffic Calming Guidelines.* 2019
https://www.scdot.org/business/pdf/accessMgt/trafficEngineering/SCDOT_TCG_06.pdf

NACTO. *Global Street Design Guidelines*.
https://nacto.org/publication/global-street-design-guide/

INTRODUCTION

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

ELIGIBLE ROADWAYS

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

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

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

Cost responsibility

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

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

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

TRAFFIC CALMING DEVICES AND STRATEGIES

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

Vertical Deflections

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

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

Horizontal Deflections

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

- Mini Roundabouts
- Chicanes
- Lateral Shifts
- Realigned Intersections

Street Width Reductions

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

- Road Diets
- Parking Bulb-outs

Other Traffic Calming Measures

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

- Speed Feedback Signs

TRAFFIC CALMING REQUEST PROCESS

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

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

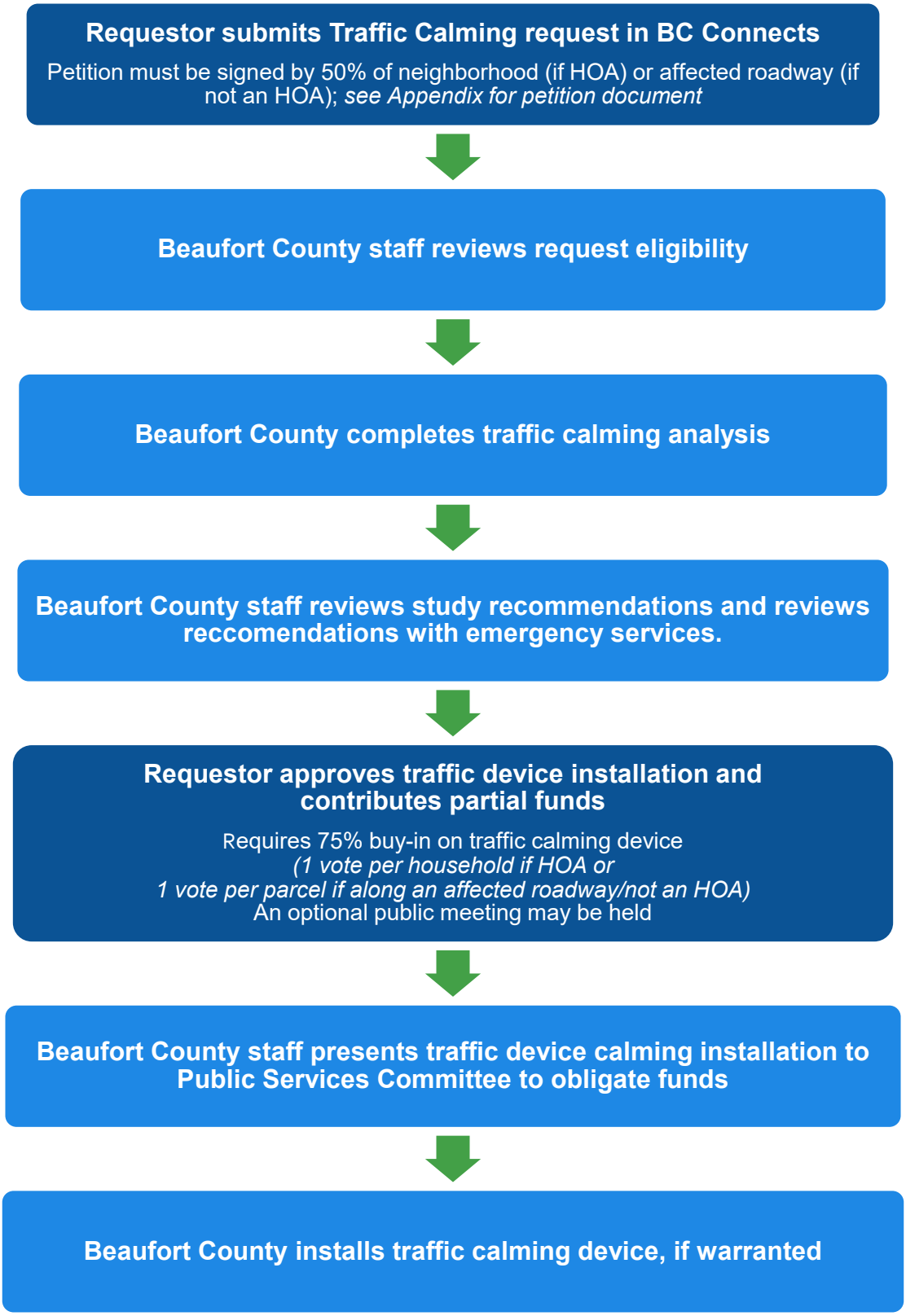
Upon receiving a request, Beaufort County staff will review the eligibility of the request, request any funding to be collected via the BC Connects site, complete a traffic calming analysis, and review this study's recommendations.

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

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

If the traffic calming measure is approved by the neighborhood or by the parcel owners along the roadway concept, Beaufort County staff will program the improvements dependent on funding source availability.

Note: Beaufort County can remove a traffic calming device at their discretion.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Beaufort County installs traffic calming device, if warranted

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

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

REMOVAL OF TRAFFIC CALMING DEVICE REQUESTS

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

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

PARTNERSHIPS FOR SUCCESSFUL TRAFFIC CALMING PROGRAMS

As noted in SCDOT's Traffic Calming Guidelines (2019), Engineering applications, "enforcement cooperation, education of motorists, and economics typically determine the success of any traffic-calming endeavor, whether it is an on-going program or an individual project. Therefore, a partnership between the various entities, such as SCDOT, the local government and the local Metropolitan Planning Organizations (MPO) or Councils of Government (COG), that are affected should be established to address these various components. Such a partnership will be beneficial to the traffic calming process."

"Each traffic-calming project should include a community awareness and education component. This should include some of the following public awareness measures:

- Distribution of traffic safety brochures within the neighborhood, area schools, and businesses.
- Presentations from a mix of educational programs, such as child safety seats, seatbelt usage, pedestrian safety, bicycle safety, Operation Lifesaver, enforcement presentations (DPS), and safe driving tips.
- If a school is in the impacted area, a safe walking route to school should be identified when appropriate.
- Some useful resource materials can be found at the following websites:
  http://www.fhwa.dot.gov/
  http://www.madd.org/
  https://www.scdot.org/inside/inside-landing.aspx
  http://www.nhtsa.gov/
  https://scdps.sc.gov/ohsjp

Each traffic calming project should also be endorsed by the local enforcement agencies and should include a commitment from them for increased presence/enforcement activity in the area. In addition to the traditional role of enforcing speed limits through issuing tickets, the police may also increase the community's awareness of speeding problems. The following measures are recommended:

- Public service announcements to reinforce that the results of speeding are tickets and accidents.
- Speed Monitoring Awareness Radar Trailer (SMART). A mobile trailer equipped with a radar gun and a speed limit sign, SMART shows motorists how fast they are traveling in comparison with the posted speed limit.
- Enforcement of speed limits."

TRAFFIC CALMING CRITERIA

Speed Humps/Raised Crosswalks

- Posted speed limit of 25 mph or less
- Average Daily Traffic (ADT) volume is less than 2,500 vehicles per day but greater than 600 vehicles per day
- 85th-percentile speed shall exceed 10 mph over the posted speed limit
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Speed Hump



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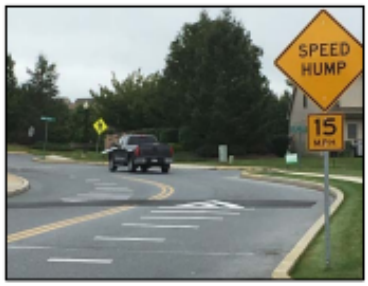

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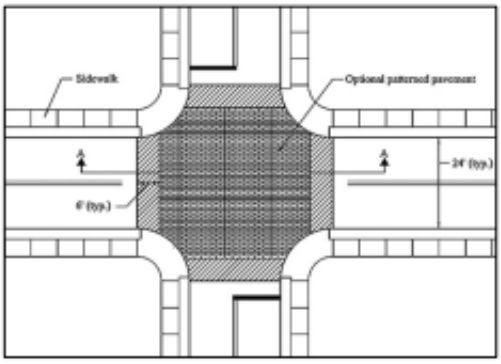

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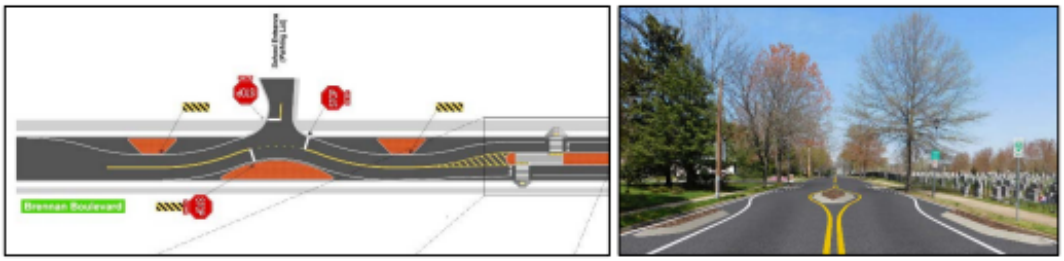

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- Limited data available on impacts to speed and crash risk
- Street sweeping may need to be done manually
- Minimal anticipated volume diversion from street
- May require removal of some on-street parking
- Provides opportunity for landscaping
- Unlikely to require utility relocation
- Not a preferred crosswalk location
- Bus passengers may experience discomfort due to quick successive lateral movements

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- Appropriate along primary emergency vehicle routes

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Beaufort County

Traffic Calming Request Form

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

_____

Is the street a local residential street?

Yes ☐ No ☐

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

_____

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

Yes ☐ No ☐

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

PETITION REQUEST FOR TRAFFIC CALMING DEVICE(S)

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

Number of properties in HOA: _____

Number of property owner signatures: _____

Name of Property Owner	Signature	Address	Phone	Tax Map Parcel Number

Name of Property Owner	Signature	Address	Phone	Tax Map Parcel Number

Name of Property Owner	Signature	Address	Phone	Tax Map Parcel Number

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A WASTE OIL GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (DES) FOR $68,403.60

MEETING NAME AND DATE:

Public Facilities & Safety Committee August 19th, 2024

PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Engineering
Dave Wilhelm, Interim Public Works Director (Alternate)
Time needed for discussion = 5 minutes

ITEM BACKGROUND:

Beaufort County's Solid Waste & Recycling Department applied for the FY25 SC DES Used Oil Grant on April 5, 2024. The grant was offered for maintaining used oil and oil filter recycling at the County Convenience Centers and to provide ongoing education and outreach to residents. Beaufort County has an existing used oil recycling program and education campaign.

PROJECT / ITEM NARRATIVE:

The FY25 SC DES Used Oil Grant was awarded to Beaufort County on 7/1/2024. The DES funds will be used to promote the education and outreach efforts of the department and to offset the costs of replacing oil containers and supplies at the County Convenience Centers.

FISCAL IMPACT:

This is a reimbursement grant. All qualifying expenses will be submitted for reimbursement up to $68,403.60. Funds have been budgeted for in FY25.

Solid Waste account: 2555-90-1340-57130-SWOIL

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of a resolution authorizing the County Administrator to accept the Used Oil Grant award from the South Carolina Department of Environmental Services for $68,403.60.

OPTIONS FOR COUNCIL MOTION:

Motion to approve /deny/amend a resolution authorizing the County Administrator to accept the Used Oil Grant award from the South Carolina Department of Environmental Services for $68,403.60.

(Next Step – Move forward to County Council for Approval).

RESOLUTION 2024 /__

A RESOLUTION TO ACCEPT THE FY2025 USED OIL RECYCLING GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES FOR THE AMOUNT OF $68,403.60 FOR THE RECYCLING OF USED OIL

WHEREAS Beaufort County Solid Waste and Recycling Department applied for funding to meet South Carolina Waste Diversion goals on April 5, 2024 for the amount of $68,403.60; and

WHEREAS Beaufort County Solid Waste and Recycling was awarded $68,403.60 from the South Carolina Department of Environmental Services, and

WHEREAS Beaufort County will execute the grant's requirements during the duration of the project while completing all applicable reporting. The purpose of the grant is to provide local governments with assistance in waste diversion and recycling. The grant is a reimbursement grant and a 100% grant with no matching funds required. Grant funds will assist in the funding for solid waste and recycling education and outreach efforts. In addition, funds will assist in improving oil collection at the Beaufort County Convenience Centers and offset the cost of securing supplies.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA hereby approves the acceptance of the FY2025 Used Oil Recycling grant from the South Carolina Department of Environmental Services for the amount of $68,403.60 for the Beaufort County used oil recycling.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

SC DEPARTMENT of ENVIRONMENTAL SERVICES

July 1, 2024

John Robinson
Beaufort County
PO Box 1228
Beaufort, SC 29901

Dear John Robinson,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Beaufort County has been awarded a FY2025 Used Oil recycling grant. Please note that due to budget constraints, the maximum award for tank installations was capped at no more than (2) installations for any proposal. All requests for spill supplies were also reduced by 10 percent. All grant requests for attendant buildings, construction projects (beyond concrete pads and carport covers tanks), and direct costs for vehicle purchases were not funded for the FY2025 Used Oil Grant cycle. Enclosed please find the original grant agreement.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in Section I.F. Grantee's Responsibility and Section II. Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter, unless otherwise extended or approved by the Department. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than December 1, 2024.**

To accept the offer of this award, **please print and sign the grant agreement and return the pdf of your signed grant agreement to our office via email**. You may not begin work under the terms of your grant until the office is in possession of the signed grant agreement. The office will send you an email notification when we receive the signed grant agreement. Please send the pdf of your signed grant agreement to my attention at SWGRANTS@des.sc.gov.

Congratulations on your award. Please call me at 803/898-1345 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Woody Barnes

Cc: Chloee McGuigan

SC DEPARTMENT of ENVIRONMENTAL SERVICES

USED OIL RECYCLING GRANT AGREEMENT

Section 44-96-160, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	Beaufort County John Robinson PO Box 1228 Beaufort, SC 29901
Grant Number:	07WO25
Grant Execution Date:	Upon the final signature of this grant agreement.
Grant Ending Date:	June 30, 2025
Grant Amount:	$68,403.60
Authorized Representative: Phone Number: Email:	John Robinson (843) 263-0650 jrobinson@bcgov.net
Contact Person: Phone Number: Email:	Chloee McGuigan (843) 255-2823 Chloee.mcguigan@bcgov.net
Financial Officer: Phone Number: Email:	Denis Christmas (843) 255-2297 denise.christmas@bcgov.net

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The South Carolina Department of Environmental Services (SCDES), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for used oil recycling projects approved for expenditure of funds under the Used Oil Recycling Grant Program. The Used Oil Recycling Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Beaufort County submitted to the Office on or about April 5, 2024 an application for used oil recycling funds.

A maximum of $68,403.60 inclusive of all costs will be granted for this project to the government of Beaufort County (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds will be used for the purchase of equipment, supplies or services to support the grantee's used oil collection program, as specified in the budget below.

Contractor costs may be used for the removal of oil filters and other maintenance services necessary at used oil collection sites. The allowable expenditure for these services shall not exceed the pricing listed in the state contract for used oil recycling services. Fees assessed for contamination charges with oil filter recycling are not reimbursable.

Public education funds will be used for promotional activities to include design, printing, and distribution of materials. All expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests must be submitted to the Office no later than December 1, 2024.

All purchases made under the scope of the grant, with the exception of contractor costs and professional development (travel), must be requisitioned, purchased or procured no later than 90-days prior to the end of the grant, unless otherwise approved by the Office.

Professional development funding will be used for costs associated with attending recycling conferences, meetings or training. All expenses for events other than SCDES sponsored recycling conferences or training must be specifically requested in writing and approved by this Office prior to beginning the activity. Travel expense reimbursement requests must conform to the limits of E.2 (below).

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and quantity of all materials collected as a result of this grant will be reported in the quarterly progress reports.

BUDGET:

Equipment/Supplies	$62,953.60
Contractor Costs	$ 700.00
Public Education	$ 4,000.00
Professional Development	$ 750.00

C. EFFECTIVE DATES

The term of this grant is upon the final signature through June 30, 2025. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2024, and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the amount of recyclable materials recovered.

3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to SCDES.

4. The Grantee shall keep accurate records regarding the amount of material recovered and recycled. The Grantee shall include this information and specify the units of measure in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office**.**

2. Reimbursement of the Grantee's travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.

[REFERENCE:http://www.state.sc.us/dio/OIOTravelRegulations.htm]

The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at http://www.gsa.gov.

The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited

to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within forty-five (45) days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.

2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.

3. The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.

4. The Grantee shall not provide any SCDES grant funds to private sector recycling programs unless specifically contracting for goods or services.

5. Obligations on any outstanding Used Oil Recycling Grant must be fulfilled before any reimbursements are made on a new Used Oil Recycling Grant unless otherwise approved by the Office.

6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.

7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.

8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.

9. Grantees that own or operate used oil collection centers must ensure that their used oil and oil/gas mixtures are transported only by transporters who have obtained an EPA identification number and a registration from SCDES.

10. Grantees that own or operate used oil collection centers must comply with the generator standards in Subpart C of regulation R. 61-107.279 – Solid Waste Management: Used Oil.

11. The grantee will be responsible for ensuring that used oil and/or oil/gas mixtures transported from the used oil collection centers is recycled at an approved facility. The grantee is also responsible for ensuring that used oil filters and oil bottles collected under this grant are recycled.

12. Grantees that own or operate used oil collection facilities must notify the SCDES in writing if they intend to cease the collection of used oil, oil/gas mixtures, oil filters or oil bottles.

13. Containers and tanks used to store used oil at collection centers must be equipped with a secondary containment system capable of retaining the volumetric contents of the largest tank or container.

14. The secondary containment system must consist of, at a minimum: (a) dikes, berms, retaining walls, or similar structures and (b) a floor. The floor must cover the entire area within the dikes, berms, retaining walls or similar structures. On some tanks, the secondary containment may be a built-in feature of the tank.

15. The entire containment system, including walls and floor, must be sufficiently impervious to used oil to prevent any used oil released into the containment system from migrating out of the system to the soil, groundwater, or surface water.

16. Oil collection tanks, containment systems, oil bottle collection containers, oil bottle drain racks, and oil filter collection containers are to be placed on a concrete pad under a cover of a size sufficient to prevent rainwater from collecting in the containment basin and to prevent any used oil from migrating into the environment.

17. The design, installation and operation of all sites at which mixtures of used oil and gasoline are accepted must be in accordance with all applicable state and local requirements, including locally adopted building and fire codes. The Grantee shall contact the local governmental authorities having jurisdiction [building official, fire official, etc.] to determine the local requirements for these facilities, such as permitting, plan review, testing and any other legal requirements that may be applicable.

18. Oil collection facilities that collect used motor oil and/or oil/gas mixtures where total aggregate capacity exceeds 1320 gallons, must operate according to Spill Prevention, Control and Counter Measures (SPCC) rule.

19. If a hazardous substance is found to be mixed with used oil accepted from the public at a permitted used oil collection facility, costs for the proper disposal of this contaminated waste (not to exceed $500,000 per year) will be incurred by the Petroleum Fund, if no more than five gallons of used oil was accepted from any one person at any one time.

II. TERMS AND CONDITIONS

A. MINORITY BUSINESS: To the extent Grantee must subcontract services or purchase materials for performance under this Grant, Grantee must make positive efforts to use small and minority owned businesses or individuals.

B. SUBCONTRACTORS: Grantee shall not subcontract any of the work or services covered by this grant without SCDES's prior written approval.

C. ASSIGNMENT: The Grantee cannot assign or transfer the grant or any of its provisions without SCDES's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.

D. AMENDMENTS: The Grant Agreement may only be amended by written agreement executed by both parties.

E. RECORDKEEPING, AUDITS, & INSPECTIONS: The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after the end of the grant period and make records available for inspection and copying and audit at any time SCDES deems necessary. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow SCDES to inspect facilities and locations where activities under this grant are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this grant may result in immediate termination of this grant with no further obligation on the part of SCDES.

The Grantee must dispose of records containing SCDES confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by SCDES, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

F. TERMINATION:

1. SCDES may terminate the grant by providing thirty (30) calendar days written notice of termination to the grantee. SCDES funds for this grant are payable from State fees. If funds are not appropriated or otherwise available to SCDES to pay the charges or fund activities under this grant, it shall terminate upon written notice to the Grantee without any further obligation by SCDES, except the obligation to pay for allowable expenses already incurred. Unavailability of funds will be determined in SCDES's sole discretion. SCDES has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
2. SCDES may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty calendar days advance written notice. SCDES may, at its option, allow the Grantee a reasonable time to cure the default before termination.
3. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.

G. NON-DISCRIMINATION: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, veteran status, pregnancy, gender identity, sexual orientation, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by SCDES.

Grantees that administer or provide SCDES programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any SCDES-funded programs, activities and services.

H. INSURANCE: During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide SCDES with satisfactory evidence of such coverage. If Grantee is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

I. DRUG FREE WORKPLACE: By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.

J. STANDARD OF PERFORMANCE: The Grantee will perform all services under this agreement with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.

K. NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY: Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires SCDES to indemnify, hold harmless, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.

L. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement. Grantee's employees are not and shall not be considered SCDES employees. Grantee shall not take any action or make any statement that suggests or implies that Grantee or its employees are employees, agents, partners, or joint venturers of SCDES or have any right or authority to bind SCDES to any agreement with a third party or to incur any obligation or liability on behalf of SCDES except to the extent expressly authorized in this grant agreement.

M. CHOICE OF LAW: The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and/or of the other's employees, under the laws of the State of

South Carolina, except its choice of law rules.

N. DISPUTES: All disputes, claims, or controversies relating to the Agreement and subject to the South Carolina Procurement Code, S.C. Code § 11-35-10 *et seq*., must be resolved exclusively in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by SCDES regarding the Agreement is not a waiver by SCDES of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent SCDES's consent to the jurisdiction of any court or agency of any other state.

O. DEBARMENT: The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering in this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, SCDES may terminate the grant for cause in addition to other remedies available.

P. SERVICE OF PROCESS: The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

Q. NOTICE: All notices under this grant agreement may be given by personal delivery, fax or e-mail (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Beaufort County
John Robinson
PO Box 1228
Beaufort, SC 29901
(843) 263-0650
jrobinson@bcgov.net

SCDES- Land and Waste Management
Richard Chesley
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@DES.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address, or by mail to the named person's office.

R. COMPLIANCE WITH LAWS: The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.

S. THIRD PARTY BENEFICIARY: This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.

T. INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. The Grantee shall notify SCDES in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination by SCDES upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.

U. SEVERABILITY: The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

V. WAIVER: SCDES does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the SCDES Contracts Manager has actual authority to waive any of SCDES's rights under this grant. Any waiver must be in writing.

W. PLACE OF CONTRACTING. This Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.

X. ATTACHMENTS/ENTIRE AGREEMENT: Attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement. This grant with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this grant agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this grant agreement without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the grant agreement.

Y. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:
SCDES has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U,.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally

prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and SCDES's policies and procedures regarding false claims may be obtained from the SCDES's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of SCDES who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If the Grantee, Grantee's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to SCDES. A report may be made by writing to the Office of Internal Audits, SCDES, 2600 Bull Street, Columbia, SC 29201; or by calling the SCDES Fraud, Waste and Abuse Hotline at 803-898-4863 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of SCDES's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

Z. OTHER REPRESENTATIONS OF GRANTEE: The Grantee represents, warrants, and covenants:

(a) Grantee has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.
(b) Grantee's execution and performance of this Agreement do not and will not violate or conflict with any other obligation of Grantee.
(c) Grantee has no conflict of interest with its obligations under this Agreement.
(d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
(e) Grantee has not previously been found in breach or default of any government contract or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract or grant, except as disclosed on an exhibit to this grant.
(f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this grant.

AA. COUNTERPARTS AND FACSIMILE SIGNATURES: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.

BB. SURVIVAL: Clauses which by their nature require performance or forbearance after the grant period will survive termination, cancellation, or expiration of the Grant unless expressly provided otherwise in the Grant or an amendment.

CC. TIME: Unless specified otherwise: (a) "days" in this Grant means calendar days; (b) in computing any period of time prescribed or allowed by this Grant, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.

DD. NO ENDORSEMENT: Grantee will not take any action or make any statement, or request SCDES take any action or make any statement that suggests or implies that SCDES or the State of South Carolina endorses Grantee or its services. Grantee shall not publish any comments or quotes by State employees

or include the State in either news releases or a published list of customers, without the prior written approval of the SCDES Contracts Manager.

EE. EQUIPMENT:

1. Equipment and/or supplies having a value of $1,000.00 or greater will remain the property of the Grantee.
2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of $1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.

FF. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents to perform services under this agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and that the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. The Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this grant. The Grantee will immediately notify SCDES if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of the Grantee or Grantee's employees or agents providing or performing services under this grant.

GG RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period and shall be available for audit at any time such audit is deemed necessary by SCDES. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.
2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

HH. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform to the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.
2. Sole source justifications must conform to the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

II. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

   No SCDES employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
   a) Using his official position for private gain;
   b) Giving preferential treatment to any person;
   c) Losing complete independence or impartiality;
   d) Making an official decision outside official channels, or
   e) Affecting adversely the confidence of the public in the Integrity of the State government or the program.

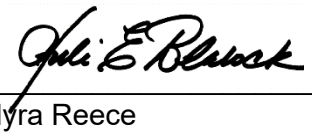
JJ. REIMBURSEMENTS TO SCDES: In the event Grantee fails to perform the services described herein and has previously received financial assistance from SCDES, Grantee shall reimburse SCDES to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from SCDES, Grantee shall proportionally reimburse SCDES for payments made.

KK. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to SCDES. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to SCDES. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to SCDES. Grantee shall execute without additional compensation any additional documents SCDES may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

LL. OFFER AND ACCEPTANCE

The state of South Carolina, acting by and through the South Carolina Department of Environmental Services (SCDES), hereby offers assistance to the local government of Beaufort County for all allowable costs incurred up to and not exceeding $68,403.60.

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (SCDES):



7/01/2024

Myra Reece — Date
Interim Director

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative must sign the grant instrument and return the original to the Office.)

_____

Signature of Authorized Representative — Date

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A SOLID WASTE MANAGEMENT GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (DES) FOR $115,750.00

MEETING NAME AND DATE:

Public Facilities & Safety Committee August 19th, 2024

PRESENTER INFORMATION:

Jared Fralix, Assistant County Administrator - Engineering
Dave Wilhelm, Interim Public Works Director (Alternate)
Time needed for discussion = 5 minutes

ITEM BACKGROUND:

Beaufort County's Solid Waste & Recycling Department applied for the FY25 SC DES Solid Waste Management Grant on April 5, 2024. The grant was offered for solid waste management, recycling, and special projects. Beaufort County has an existing recycling program and education campaign. The funds will assist in implementing education and outreach activities as well as offsetting the costs of implementing the compost pilot program.

PROJECT / ITEM NARRATIVE:

The FY25 SC DES Solid Waste Management Grant was awarded to Beaufort County on 7/1/2024. The DES funds will be used to promote the education and outreach efforts of the department and to offset the costs of capital equipment needed for the compost pilot program.

FISCAL IMPACT:

This is a reimbursement grant. All qualifying expenses will be submitted for reimbursement up to $115,750.00. Funds have been budgeted for in FY25.

Solid Waste account: 2555-90-1340-57130-SWREC

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of a resolution authorizing the County Administrator to accept the Solid Waste Management Grant award from the South Carolina Department of Environmental Services for $115,750.

OPTIONS FOR COUNCIL MOTION:

Motion to approve /deny/amend a resolution authorizing the Interim County Administrator to accept the Solid Waste Management Grant award from the South Carolina Department of Environmental Services for $115,750.

(Next Step – Move forward to County Council for Approval).

RESOLUTION 2024 /__

A RESOLUTION TO ACCEPT THE FY2025 SOLID WASTE MANAGEMENT GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES FOR THE AMOUNT OF $115,750.00 FOR RECYCLING EDUCATION AND WASTE DIVERSION

WHEREAS Beaufort County Solid Waste and Recycling Department applied for funding to meet South Carolina Waste Diversion goals on April 5, 2024 for the amount of $115,750.00; and

WHEREAS Beaufort County Solid Waste and Recycling was awarded $115,750.00 from the South Carolina Department of Environmental Services, and

WHEREAS Beaufort County will execute the grant's requirements during the duration of the project while completing all applicable reporting. The purpose of the grant is to provide local governments assistance in waste diversion and recycling. The grant is a reimbursement grant and a 100% grant with no requirement to match funds. Grant funds will assist in implementing education and outreach activities as well as offsetting the costs of securing equipment for the compost pilot program.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA hereby approves the acceptance of the FY2025 Solid Waste Management grant from the South Carolina Department of Environmental Services for the amount of $115,750.00 for the Beaufort County solid waste program.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

SC DEPARTMENT of ENVIRONMENTAL SERVICES

July 1, 2024

John Robinson
Beaufort County
PO Box 1228
Beaufort, SC 29901

Dear John Robinson,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Beaufort County has been awarded a FY25 Solid Waste Grant. **Attached, please find the original grant agreement. This must be signed and returned to our Office within ten (10) days**.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, **all items, other than contractor costs, must be requisitioned, purchased or procured no later than 90-days prior to the close of the grant**. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than December 1, 2024.**

To accept the offer of this award, **please print and sign the grant agreement then return the pdf of your signed grant agreement to our office via email**. You may not begin work under the terms of your grant until the office is in possession of the signed grant agreement. The office will send you an email notification when we receive the signed grant agreement. Please send the pdf of your signed grant agreement to my attention at SWGRANTS@des.sc.gov.

Congratulations on your award. Please contact Grace Anne Martin at 803-898-0998. if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Respectfully,

Grace Anne Martin
Environmental Health Manager III

Cc: Chloee McGuigan

SC DEPARTMENT of ENVIRONMENTAL SERVICES

SOLID WASTE MANAGEMENT
GRANT AGREEMENT

Section 44-96-130, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	Beaufort County PO Box 1228 Beaufort, SC 29901
Grant Number:	07SW25
Grant Execution Date:	Upon the final signature on this grant agreement.
Grant Ending Date:	June 30, 2025
Grant Amount:	$115,750.00
Authorized Representative:	John Robinson (843) 263-0650 jrobinson@bcgov.net
Contact Person:	Chloee McGuigan (843) 255-2823 Chloee.mcguigan@bcgov.net
Financial Officer:	Denis Christmas (843) 255-2297 denise.christmas@bcgov.net

DEPARTMENT OF ENVIRONMENTAL SERVICES

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The South Carolina Department of Environmental Services (SCDES), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for solid waste management projects approved for expenditure of funds under the Solid Waste Management Grant Program. The Solid Waste Management Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Beaufort County submitted to the Office on or about April 5, 2024 an application for Solid Waste Management grant funds.

A maximum of $115,750.00 inclusive of all costs will be granted for this project to the government of Beaufort County (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds will be used to purchase quad-stream bins and compartmentalized roll-off containers. Funds will also be used for public outreach and professional development. Beaufort County is also awarded the Creativity in Solid Waste Management grant in order to purchase a compost screener and mulcher/grinder to assist in their new compost program.

All purchases made under the scope of the grant, with the exception of contractor costs and professional development, must be requisitioned, purchased or procured no later than 90-days prior to the end of the grant, unless otherwise approved by the Office.

BUDGET:

Solid Waste General Recycling (category 1):	$ 10,000.00
Creativity in Solid Waste Management (category 2):	$100,000.00
Public Education:	$ 5,000.00
Professional Development:	$ 750.00

Funds for public education will be used for promotional activities to include design, printing, and distribution of materials. All expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests must be submitted to the Office no later than December 1, 2024.

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and total annual tonnages for all materials collected as a result of this grant will be reported in the quarterly progress reports.

C. EFFECTIVE DATES

The term of this grant is upon the date of the final signature through June 30, 2025. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2024 and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the tonnages of recyclable materials recovered.

3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to SCDES.

4. The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.

2. Reimbursement of the Grantee's travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.

   [REFERENCE:https://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate]

   The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at http://www.gsa.gov.

   The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within forty-five (45) days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.

4. NO INTEREST OR LATE FEES – No interest or late payment charges will be paid except as provided by S.C. Code Section 11-34-35, which provides Grantee's exclusive means of recovering any type of interest from SCDES. Grantee waives imposition of interest penalty unless the invoice submitted specifies that the late penalty is applicable. SCDES shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this grant agreement for any reason.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.

2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.

3. The Grantee shall be responsible for the procurement, installation, operation, and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.

4. The Grantee shall not provide any SCDES grant funds to private sector recycling programs unless specifically contracting for goods or services.

5. Obligations on any outstanding Solid Waste Management Grant must be fulfilled before any reimbursements are made on a new Solid Waste Management Grant unless otherwise approved by the Office.

6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.

7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.

8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.

II. TERMS AND CONDITIONS:

A. MINORITY BUSINESS: The Grantee must agree to make positive efforts to use small and minority owned businesses and individuals.

B. SUBCONTRACTORS: Grantee shall not subcontract any of the work or services covered by this grant without SCDES's prior written approval.

C. ASSIGNMENT: The Grantee cannot assign or transfer the grant or any of its provisions without SCDES's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.

D. AMENDMENTS: This grant may only be amended by written agreement of all parties, which must be executed in the same manner as the grant.

E. RECORDKEEPING, AUDITS, & INSPECTIONS: The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the end Grant, and make records available for inspection and audit at any time SCDES deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow SCDES to inspect facilities and locations where activities under this Grant are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this grant with no further obligation on the part of SCDES.

The Grantee must dispose of records containing SCDES confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by SCDES, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

F. TERMINATION:

1. Either party may terminate the grant by providing thirty (30) calendar days written notice of termination to the other party.
2. SCDES funds for this grant are payable from State fees. If funds are not available to SCDES to pay the charges or fund activities under this grant, it shall terminate without any further obligation by SCDES upon written notice to the Grantee. Unavailability of funds will be determined in SCDES's sole discretion. SCDES has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
3. SCDES may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty (30) days advance written notice. SCDES may, at its option, allow the Grantee a reasonable time to cure the default before termination.
4. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.

G. NON-DISCRIMINATION: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This Includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by SCDES.

H. INSURANCE: During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect

the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide SCDES with satisfactory evidence of such coverage. If Grantee is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

I. DRUG FREE WORKPLACE: By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.

J. STANDARD OF CARE: The Grantee will perform all services under this agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.

K. NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY: Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires SCDES to indemnify, hold harmless, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.

L. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement. Grantee's employees are not and shall not be considered SCDES employees

M. CHOICE OF LAW: The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the state of South Carolina, except its choice of law rules.

N. DISPUTES: All disputes, claims, or controversies relating to the Agreement and subject to the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq*., shall be resolved in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by SCDES regarding the Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.

O. DEBARMENT: The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was place when entering in this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, SCDES may terminate the grant for cause in addition to other remedies available.

P. SERVICE OF PROCESS: The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

Q. NOTICE: All notices under this grant agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and Email numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Beaufort County
John Robinson
PO Box 1228
Beaufort, SC 29901
(843) 263-0650
jrobinson@bcgov.net

SCDES – Land and Waste Management
Richard Chesley
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@DES.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

R. COMPLIANCE WITH LAWS: The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.

S. THIRD PARTY BENEFICIARY: This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.

T. INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. The Grantee shall notify SCDES in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination

by SCDES upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.

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U. SEVERABILITY: The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

V. WAIVER: SCDES does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the SCDES Contracts Manager has actual authority to waive any of SCDES's rights under this grant. Any waiver must be in writing.

W. PLACE OF CONTRACTING. This Agreement is deemed to be negotiated, made, and performed in the state of South Carolina.

X. ATTACHMENTS/ENTIRE AGREEMENT: Any attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement.

Y. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE: SCDES has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and SCDES's policies and procedures regarding false claims may be obtained from the SCDES's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of SCDES who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Grantee or Grantee's agents or employees have reason to suspect FWA in SCDES programs, this information should be reported in confidence to SCDES. A report may be made by writing to the Office of Internal Audits, SCDES, 2600 Bull Street, Columbia, SC, 29201; or by calling the SCDES Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of SCDES's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

Z. OTHER REPRESENTATIONS OF GRANTEE: The Grantee represents and warrants:

(a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.

(b) Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee.

(c) Grantee has no conflict of interest with its obligations under this Agreement.

(d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.

(e) Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit ____.

(f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed in Exhibit _____.

AA. COUNTERPARTS AND FACSIMILE SIGNATURES: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.

BB. SURVIVAL: Clauses which by their nature require performance or forbearance after the Grant period will survive termination, cancellation, or expiration of the Grant unless expressly provided otherwise in the Grant or an amendment.

CC. TIME: Unless specified otherwise: (a) "days" in this Grant means calendar days; (b) in computing any period of time prescribed or allowed by this Grant, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.

DD. NO ENDORSEMENT: Nothing in this agreement may be interpreted to imply that the State of South Carolina or SCDES endorses any product, service, or policy of Grantee. Grantee will not take any action or make any statement, or request SCDES take any action or make any statement, that suggests or implies such an endorsement. Grantee shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the Contracts Manager.

EE. EQUIPMENT:

1. Equipment and/or supplies having a value of $1,000.00 or greater will remain the property of the Grantee.
2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of $1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.

FF. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents who will perform services under this grant currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during

the term of this grant. Grantee will immediately notify SCDES if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee's employees or agents providing or performing services under this Contract.

GG. RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period, and shall be available for audit at any time such audit is deemed necessary by SCDES. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.

2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

HH. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.
2. Sole source justifications must conform with the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

II. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

   No SCDES employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
   a) Using his official position for private gain;
   b) Giving preferential treatment to any person;
   c) Losing complete independence or impartiality;
   d) Making an official decision outside official channels, or

e) Affecting adversely the confidence of the public in the Integrity of the State government or the program.

JJ. REIMBURSEMENTS TO SCDES: In the event Grantee fails to perform the services described herein and has previously received financial assistance from SCDES, Grantee shall reimburse SCDES to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from SCDES, Grantee shall proportionally reimburse SCDES for payments made.

KK. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to SCDES. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to SCDES. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to SCDES. Grantee shall execute without additional compensation any additional documents SCDES may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

LL. OFFER AND ACCEPTANCE

The state of South Carolina, acting by and through the Department of Environmental Services (SCDES), hereby offers assistance to the local government of Beaufort County for all allowable costs incurred up to and not exceeding $115,750.00.

DEPARTMENT OF ENVIRONMENTAL SERVICES (SCDES):

Julie E Black 7/1/2024

for Myra Reece Date
Interim Director

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative must sign the instrument and return the original to the Office.)

Signature of Authorized Representative Date

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND APPLE TRANSPORTATION
MEETING NAME AND DATE:
Public Facilities & Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Jon Rembold, C.M. Airports Director (5 minutes)
ITEM BACKGROUND:
The Airports Board reviewed and approved the resolution at its monthly meeting held on July 18, 2024.
PROJECT / ITEM NARRATIVE:
Apple Transportation operates a taxi service at the Hilton Head Island Airport. The initial contract period expired on 30 June 2024. This Letter of Agreement will produce revenue for the airport at no cost to the airport.
FISCAL IMPACT:
Beaufort County/Hilton Head Island Airport charges a base fee of $1,800 for 1-2 vehicles and $600.00 for each additional vehicle. Revenue for FY24: $8,200. There is no cost to the airport.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approve the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Apple Transportation and forward to County Council for approval.
OPTIONS FOR COMMITTEE MOTION:
Motion to approve /deny the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Apple Transportation. **Next step: County Council Meeting – August 26, 2024**

LETTER OF AGREEMENT

FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **Apple Transportation** agree as follows:

1. PRIMARY SERVICE

   Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. FACILITIES ASSIGNED TO THE OPERATOR

   Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. PERMIT FEES

   Operators entering this Agreement agrees to pay a base fee of **$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is $600.00**. The fee will be payable in two installments: July and January.

   The fee schedule is as follows:

1-2 Vehicles (base rate)	**$1,800.00**
3 Vehicles	**$2,400.00**
4 Vehicles	**$3,000.00**

   Payment address:

   Hilton Head Island Airport
   Attn: Administration
   26 Hunter Road
   Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of $1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become $6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

   All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

   All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "…A fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship."

2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, "…A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries."

D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.

E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.

F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.

G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.

H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.

I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

7. FARES AND SCHEDULES

Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the

fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	$100,000 each person
	$300,000 each occurrence Property
Damage:	$50,000 each occurrence

A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.

B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.

B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.

C. The abandonment or discontinuance of the operations and services by the Operator.

D. The failure of the Operator to keep required insurance in force.

E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.

F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.

G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.

H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.

I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above,

required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.

B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.

C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.

D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.

B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator,

respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:
County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail: _____

_____

Physical: _____

_____

Phone: _____

E Mail _____

_____ _____

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE_____

_____ _____

WITNESS OWNER, Apple Transportation

DATE_____

EXHIBIT I

CHAPTER 3 VEHICLES

FOR HIRE

SEC.10-3-10 Applicability:

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:
   a. *Limousine*: A "limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A "limousine" includes town cars and luxury sport utility vehicles.
   b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,
   c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.
   d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.
   e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.

(2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.

(3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.

(Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the
Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver's side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

1) Proof of ownership or lease status for each vehicle.
2) South Carolina registration information and license plate number for each vehicle.
3) Proof of current South Carolina inspection for each vehicle.
4) Name, home address, phone number and social security number for each driver.
5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB RQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.
2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.
(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

A. In the taxicab staging area designated by the Airport Director.
B. In the four ready spaces designated for taxicab use by the Airport Director.
C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all

other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.

B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.

C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.

D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises. Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.

E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. **Drivers will not sleep in vehicle.**

Rule 8 Order of Movement

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
E. A container approved by the Airport Director for the driver's permit.
F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES
   1. No dents more than four (4) inches in diameter.
   2. No rust spots which cannot be covered by a coin the size of a quarter.
   3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
   4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
   5. All required SC safety equipment in working condition.
   6. Proper top light (no cracks and in working condition).
   7. Tires to be 2/32" tread or more.

B. INTERIORS
   1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:

A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)

1. Vehicle must be maintained at all times.
2. Vehicle must be kept clean, inside and out, at all times. No loose debris , leaves, trash, grease or other objects at any time to be in vehicle.
3. Regardless of age, Operator must maintain the general appearance of the vehicle.
4. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
5. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
6. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1”), no visible sags.

2. Lights and gauges all in working condition.

a. Air conditioning and heating must work as designed; cool in summer, heat in winter,vent(s) operable, thermostat able to control temperature.

3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL1. Engine

a. No visible smoke from exhaust after five minutes of operation
b. No visible smoke from engine compartment or below vehicle.
c. Operation must not give vehicle visible vibrations.

2. Transmission must work as designed in all positions.
3. Doors and windows must work as designed, not leak and have all hardware.
4. Interior must not leak
5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

1. Alignments as necessary

2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.
2. Power system, if installed, must be in working condition and have no leaks.
3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.

2. Vehicle does not bounce more than four times after stopping or starting.

RESOLUTION NO. 2024/____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE BETWEEN BEAUFORT COUNTY AND APPLE TRANSPORTATION

WHEREAS, the Hilton Head Island Airport ("Airport") desires to enter into a Letter of Agreement with Apple Transportation ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Taxi/Limousine Service and desires to use certain areas and facilities owned by Beaufort County ("County") and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, the County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Apple Transportation on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Apple Transportation on the same, or substantially similar, terms set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND FERGUSON TRANSPORTATION

MEETING NAME AND DATE:

Public Facilities & Safety Committee – August 19, 2024

PRESENTER INFORMATION:

Jon Rembold, C.M. Airports Director

(5 minutes)

ITEM BACKGROUND:

The Airports Board reviewed and approved the resolution at its monthly meeting held on July 18, 2024.

PROJECT / ITEM NARRATIVE:

Ferguson Transportation operates a taxi service at the Hilton Head Island Airport. The initial contract period expired on 30 June 2024.
This Letter of Agreement will produce revenue for the airport at no cost to the airport.

FISCAL IMPACT:

Beaufort County/Hilton Head Island Airport charges a base fee of $1,800 for 1-2 vehicles and $600.00 for each additional vehicle. Revenue for FY24: $8,200.

There is no cost to the airport.

STAFF RECOMMENDATIONS TO COMMITTEE:

Approve the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Ferguson Transportation and forward to County Council for approval.

OPTIONS FOR COMMITTEE MOTION:

Motion to approve /deny the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Ferguson Transportation.

Next step: County Council Meeting – August 26, 2024

RESOLUTION NO. 2024/____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE BETWEEN BEAUFORT COUNTY AND FERGUSON TRANSPORTATION

WHEREAS, the Hilton Head Island Airport ("Airport") desires to enter into a Letter of Agreement with Ferguson Transportation ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Taxi/Limousine Service and desires to use certain areas and facilities owned by Beaufort County ("County") and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, the County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Ferguson Transportation on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Ferguson Transportation on the same, or substantially similar, terms set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

LETTER OF AGREEMENT

FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **Ferguson Transportation** agree as follows:

1. PRIMARY SERVICE
   Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. FACILITIES ASSIGNED TO THE OPERATOR
   Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. PERMIT FEES
   Operators entering this Agreement agrees to pay a base fee of **$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is $600.00**. The fee will be payable in two installments: July and January.

   The fee schedule is as follows:

1-2 Vehicles (base rate)	**$1,800.00**
3 Vehicles	**$2,400.00**
4 Vehicles	**$3,000.00**

   Payment address:

   Hilton Head Island Airport
   Attn: Administration
   26 Hunter Road
   Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of $1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become $6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

   All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

   All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "…A fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship."

2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, "…A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries."

D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.

E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.

F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.

G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.

H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.

I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

7. FARES AND SCHEDULES

Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the

fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	$100,000 each person
	$300,000 each occurrence Property
Damage:	$50,000 each occurrence

A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.

B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.

B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.

C. The abandonment or discontinuance of the operations and services by the Operator.

D. The failure of the Operator to keep required insurance in force.

E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.

F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.

G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.

H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.

I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above,

required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.

B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.

C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.

D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.

B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator,

respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:
County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail: _____

_____

Physical: _____

_____

Phone: _____

E Mail _____

_____ _____

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE_____

_____ _____

WITNESS

OWNER , Ferguson Transportation

DATE_____

EXHIBIT I

CHAPTER 3 VEHICLES

FOR HIRE

SEC.10-3-10 Applicability:

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:
   a. *Limousine*: A "limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A "limousine" includes town cars and luxury sport utility vehicles.
   b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,
   c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.
   d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.
   e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.

(2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.

(3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.

(Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the
Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver's side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

1) Proof of ownership or lease status for each vehicle.
2) South Carolina registration information and license plate number for each vehicle.
3) Proof of current South Carolina inspection for each vehicle.
4) Name, home address, phone number and social security number for each driver.
5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB RQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.
2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.
(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

A. In the taxicab staging area designated by the Airport Director.
B. In the four ready spaces designated for taxicab use by the Airport Director.
C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all

other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.

B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.

C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.

D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises. Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.

E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. **Drivers will not sleep in vehicle.**

Rule 8 Order of Movement

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
E. A container approved by the Airport Director for the driver's permit.
F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES
   1. No dents more than four (4) inches in diameter.
   2. No rust spots which cannot be covered by a coin the size of a quarter.
   3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
   4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
   5. All required SC safety equipment in working condition.
   6. Proper top light (no cracks and in working condition).
   7. Tires to be 2/32" tread or more.

B. INTERIORS
   1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:

A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)

1. Vehicle must be maintained at all times.
2. Vehicle must be kept clean, inside and out, at all times. No loose debris , leaves, trash, grease or other objects at any time to be in vehicle.
3. Regardless of age, Operator must maintain the general appearance of the vehicle.
4. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
5. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
6. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1”), no visible sags.

2. Lights and gauges all in working condition.

a. Air conditioning and heating must work as designed; cool in summer, heat in winter,vent(s) operable, thermostat able to control temperature.

3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL1. Engine

a. No visible smoke from exhaust after five minutes of operation
b. No visible smoke from engine compartment or below vehicle.
c. Operation must not give vehicle visible vibrations.

2. Transmission must work as designed in all positions.
3. Doors and windows must work as designed, not leak and have all hardware.
4. Interior must not leak
5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

1. Alignments as necessary

2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.
2. Power system, if installed, must be in working condition and have no leaks.
3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.

2. Vehicle does not bounce more than four times after stopping or starting.

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND NATIVE ISLANDER'S TRANSPORTATION, LLC
MEETING NAME AND DATE:
Public Facilities & Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Jon Rembold, C.M. Airports Director (5 minutes)
ITEM BACKGROUND:
The Airports Board reviewed and approved the resolution at its monthly meeting held on July 18, 2024.
PROJECT / ITEM NARRATIVE:
Native Islander's Transportation, LLC operates a taxi service at the Hilton Head Island Airport. The initial contract period expired on 30 June 2024. This Letter of Agreement will produce revenue for the airport at no cost to the airport.
FISCAL IMPACT:
Beaufort County/Hilton Head Island Airport charges a base fee of $1,800 for 1-2 vehicles and $600.00 for each additional vehicle. Revenue for FY24: $8,200. There is no cost to the airport.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approve the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Native Islander's Transportation, LLC and forward to County Council for approval.
OPTIONS FOR COMMITTEE MOTION:
Motion to approve /deny the resolution for a letter of agreement for taxi/limousine service between Beaufort County and Native Islander's Transportation, LLC. **Next step: County Council Meeting – August 26, 2024**

RESOLUTION NO. 2024/____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE BETWEEN BEAUFORT COUNTY AND NATIVE ISLANDER'S TRANSPORTATION, LLC

WHEREAS, the Hilton Head Island Airport ("Airport") desires to enter into a Letter of Agreement with Native Islander's Transportation, LLC ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Taxi/Limousine Service and desires to use certain areas and facilities owned by Beaufort County ("County") and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, the County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Native Islander's Transportation, LLC on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with Native Islander's Transportation, LLC on the same, or substantially similar, terms set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

LETTER OF AGREEMENT

FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **Native Islander's Transportation LLC** agree as follows:

1. PRIMARY SERVICE
   Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. FACILITIES ASSIGNED TO THE OPERATOR
   Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. PERMIT FEES
   Operators entering this Agreement agrees to pay a base fee of **$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is $600.00**. The fee will be payable in two installments: July and January.

   The fee schedule is as follows:

1-2 Vehicles (base rate)	**$1,800.00**
3 Vehicles	**$2,400.00**
4 Vehicles	**$3,000.00**

   Payment address:

   Hilton Head Island Airport
   Attn: Administration
   26 Hunter Road
   Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of $1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become $6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

   All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

   All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "…A fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship."

2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, "…A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries."

D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.

E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.

F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.

G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.

H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.

I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

7. FARES AND SCHEDULES

Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the

fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	$100,000 each person
	$300,000 each occurrence Property
Damage:	$50,000 each occurrence

A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.

B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.

B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.

C. The abandonment or discontinuance of the operations and services by the Operator.

D. The failure of the Operator to keep required insurance in force.

E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.

F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.

G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.

H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.

I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above,

required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.

B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.

C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.

D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.

B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator,

respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:
County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail: _____

_____

Physical: _____

_____

Phone: _____

E Mail _____

_____ _____

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE_____

_____ _____

WITNESS OWNER, Native Islander's Transportation

DATE_____

EXHIBIT I

CHAPTER 3 VEHICLES

FOR HIRE

SEC.10-3-10 Applicability:

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:
   a. *Limousine*: A "limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A "limousine" includes town cars and luxury sport utility vehicles.
   b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,
   c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.
   d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.
   e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.

(2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.

(3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.

(Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the
Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver's side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

1) Proof of ownership or lease status for each vehicle.
2) South Carolina registration information and license plate number for each vehicle.
3) Proof of current South Carolina inspection for each vehicle.
4) Name, home address, phone number and social security number for each driver.
5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB RQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.
2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.
(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

A. In the taxicab staging area designated by the Airport Director.
B. In the four ready spaces designated for taxicab use by the Airport Director.
C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all

other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.

B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.

C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.

D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises. Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.

E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. **Drivers will not sleep in vehicle.**

Rule 8 Order of Movement

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
E. A container approved by the Airport Director for the driver's permit.
F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES
   1. No dents more than four (4) inches in diameter.
   2. No rust spots which cannot be covered by a coin the size of a quarter.
   3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
   4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
   5. All required SC safety equipment in working condition.
   6. Proper top light (no cracks and in working condition).
   7. Tires to be 2/32" tread or more.

B. INTERIORS
   1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:

A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)

1. Vehicle must be maintained at all times.
2. Vehicle must be kept clean, inside and out, at all times. No loose debris , leaves, trash, grease or other objects at any time to be in vehicle.
3. Regardless of age, Operator must maintain the general appearance of the vehicle.
4. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
5. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
6. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1”), no visible sags.

2. Lights and gauges all in working condition.

a. Air conditioning and heating must work as designed; cool in summer, heat in winter,vent(s) operable, thermostat able to control temperature.

3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL1. Engine

a. No visible smoke from exhaust after five minutes of operation
b. No visible smoke from engine compartment or below vehicle.
c. Operation must not give vehicle visible vibrations.

2. Transmission must work as designed in all positions.
3. Doors and windows must work as designed, not leak and have all hardware.
4. Interior must not leak
5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

1. Alignments as necessary

2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.
2. Power system, if installed, must be in working condition and have no leaks.
3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.

2. Vehicle does not bounce more than four times after stopping or starting.

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND S & J EXPRESSWAY TAXI, INC
MEETING NAME AND DATE:
Public Facilities & Safety Committee – August 19, 2024
PRESENTER INFORMATION:
Jon Rembold, C.M. Airports Director (5 minutes)
ITEM BACKGROUND:
The Airports Board reviewed and approved the resolution at its monthly meeting held on July 18, 2024.
PROJECT / ITEM NARRATIVE:
S & J Expressway Taxi, Inc. operates a taxi service at the Hilton Head Island Airport. The initial contract period expired on 30 June 2024. This Letter of Agreement will produce revenue for the airport at no cost to the airport.
FISCAL IMPACT:
Beaufort County/Hilton Head Island Airport charges a base fee of $1,800 for 1-2 vehicles and $600.00 for each additional vehicle. Revenue for FY24: $8,200. There is no cost to the airport.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approve the resolution for a letter of agreement for taxi/limousine service between Beaufort County and S & J Expressway Taxi, Inc. and forward to County Council for approval.
OPTIONS FOR COMMITTEE MOTION:
Motion to approve /deny the resolution for a letter of agreement for taxi/limousine service between Beaufort County and S & J Expressway Taxi, Inc. **Next step: County Council Meeting – August 26, 2024**

RESOLUTION NO. 2024/____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE BETWEEN BEAUFORT COUNTY AND S & J EXPRESSWAY TAXI, INC.

WHEREAS, the Hilton Head Island Airport ("Airport") desires to enter into a Letter of Agreement with S & J Expressway Taxi, Inc. ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Taxi/Limousine Service and desires to use certain areas and facilities owned by Beaufort County ("County") and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, the County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with S & J Expressway Taxi, Inc. on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Letter of Agreement for Taxi/limousine Service with S & J Expressway Taxi, Inc. on the same, or substantially similar, terms set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

LETTER OF AGREEMENT

FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **S & J Expressway Taxi Inc** agree as follows:

1. PRIMARY SERVICE

   Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. FACILITIES ASSIGNED TO THE OPERATOR

   Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. PERMIT FEES

   Operators entering this Agreement agrees to pay a base fee of **$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is $600.00**. The fee will be payable in two installments: July and January.

   The fee schedule is as follows:

1-2 Vehicles (base rate)	**$1,800.00**
3 Vehicles	**$2,400.00**
4 Vehicles	**$3,000.00**

   Payment address:

   Hilton Head Island Airport
   Attn: Administration
   26 Hunter Road
   Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of $1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become $6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

   All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

   All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "…A fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship."

2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, "…A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries."

D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.

E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.

F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.

G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.

H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.

I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

7. FARES AND SCHEDULES

Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the

fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	$100,000 each person
	$300,000 each occurrence Property
Damage:	$50,000 each occurrence

A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.

B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.

B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.

C. The abandonment or discontinuance of the operations and services by the Operator.

D. The failure of the Operator to keep required insurance in force.

E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.

F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.

G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.

H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.

I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above, required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.

B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.

C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.

D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of

America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.

B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator, respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:
County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail: _____

_____

Physical: _____

_____

Phone: _____

E Mail _____

_____ _____

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE_____

_____ _____

WITNESS OWNER , S & J Expressway

DATE_____

EXHIBIT I

CHAPTER 3 VEHICLES

FOR HIRE

SEC.10-3-10 Applicability:

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:

a. *Limousine*: A "limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A "limousine" includes town cars and luxury sport utility vehicles.

b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,

c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.

d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.

e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.

(2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.

(3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.

(Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the
Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver's side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

1) Proof of ownership or lease status for each vehicle.
2) South Carolina registration information and license plate number for each vehicle.
3) Proof of current South Carolina inspection for each vehicle.
4) Name, home address, phone number and social security number for each driver.
5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB RQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.

2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.
(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

A. In the taxicab staging area designated by the Airport Director.
B. In the four ready spaces designated for taxicab use by the Airport Director.
C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the

restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.

B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.

C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.

D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises. Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.

E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. **Drivers will not sleep in vehicle.**

Rule 8 Order of Movement

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
E. A container approved by the Airport Director for the driver's permit.
F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES
    1. No dents more than four (4) inches in diameter.

2. No rust spots which cannot be covered by a coin the size of a quarter.
3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
5. All required SC safety equipment in working condition.
6. Proper top light (no cracks and in working condition).
7. Tires to be 2/32" tread or more.

B. INTERIORS

1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:

A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)

1. Vehicle must be maintained at all times.
2. Vehicle must be kept clean, inside and out, at all times. No loose debris , leaves, trash, grease or other objects at any time to be in vehicle.
3. Regardless of age, Operator must maintain the general appearance of the vehicle.
4. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
5. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
6. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1"), no visible sags.

2. Lights and gauges all in working condition.

a. Air conditioning and heating must work as designed; cool in summer, heat in winter,vent(s) operable, thermostat able to control temperature.

3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL1. Engine

a. No visible smoke from exhaust after five minutes of operation
b. No visible smoke from engine compartment or below vehicle.
c. Operation must not give vehicle visible vibrations.

2. Transmission must work as designed in all positions.
3. Doors and windows must work as designed, not leak and have all hardware.
4. Interior must not leak
5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

1. Alignments as necessary

2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.
2. Power system, if installed, must be in working condition and have no leaks.
3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.

2. Vehicle does not bounce more than four times after stopping or starting.

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMENDATION TO ACCEPT FAA BIL AIG GRANT IN THE AMOUNT OF $448,000 FOR ARW RUNWAY 07/25 REHABILITATION (CONSTRUCTION) CONTINGENT UPON FINAL FAA OFFER

MEETING NAME AND DATE:

Public Facilities and Safety Committee; August 19, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

This grant will fund the ARW Runway 07/05 Rehabilitation (Construction) project.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on August 15, 2024.

PROJECT / ITEM NARRATIVE:

This project includes the construction and construction administration services to rehabilitate Runway 07/25 at ARW. Pavement maintenance is one of the guarantees the County makes to the FAA when accepting grant funds. A recent pavement analysis found that the runway needs rehabilitation. This project addresses that need and satisfies the FAA requirement.

FISCAL IMPACT:

The FAA will provide 90% ($448,000) of the total project cost, SCAC will fund 5% ($24,889), and airport operations will find 5% ($24,889).

Grant Expenditures - GL Code 5102-90-0000-57130 (This line item provides initial funding since all grants are reimbursable)

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA BIL AIG Grant in the amount of $448,000 for ARW Runway 07/05 Rehabilitation (Construction) contingent upon final FAA offer

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny acceptance of FAA BIL AIG Grant in the amount of $448,000 for ARW Runway 07/05 Rehabilitation (Construction) contingent upon final FAA offer.

Move forward to Council for approval on September 9, 2024

Item 12.

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier: 3-45-0008-019-2024

*5b. Federal Award Identifier: ARW

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Beaufort County

*b. Employer/Taxpayer Identification Number (EIN/TIN): 57-6000311

*c. UEI: XFSKWHHQMF58

d. Address:

*Street 1: 39 Airport Circle

Street 2:

*City: Beaufort

County/Parish:

*State: SC

*Province:

*Country: USA: United States

*Zip / Postal Code 29907-0000

e. Organizational Unit:

Department Name: Department of Airports

Division Name: Beaufort Executive Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Jon

Middle Name: P

*Last Name: Rembold

Suffix:

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 843-255-2952 Fax Number: (843) 255-9424

*Email: jrembold@bcgov.net

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

*Title:

Bipartisan Infrastructure Law - Airport Infrastructure Grant (AIG)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Beaufort, Beaufort County, South Carolina

***15. Descriptive Title of Applicant's Project**:

Runway 07/25/Rehabilitation (Construction)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: SC-001 *b. Program/Project: SC-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2024 *b. End Date: 06/30/2025

18. Estimated Funding ($):

*a. Federal	$ 448,000
*b. Applicant	$ 24,889
*c. State	$ 24,889
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 497,778

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jon

Middle Name: P

*Last Name: Rembold

Suffix:

*Title: Director of Airports

*Telephone Number: 843-255-2952 Fax Number: 843-255-9424

* Email: jrembold@bcgov.net

*Signature of Authorized Representative: *Date Signed: 7/15/2024

BEAUFORT EXECUTIVE AIRPORT (ARW)
PROGRAM NARRATIVE

3-45-0008-019 – 2024 (BIL)
3-45-0008-020-2024 (AIP)

Runway 07/25 Rehabilitation (Construction): This project includes the construction and construction administration services for the rehabilitation of Runway 03/21 at ARW. Based on information from the SCAC the current PCI for the runway is 56/70.

Construction Administration and Inspection Services (TBE)	$214,730.00
Construction (Quality Enterprises)	$2,920,387.40
TOTAL	**$3,135,117.40**

Estimated Cost: $3,135,117.40

FAA Cost: $2,821,606.00

Independent Fee Estimate (IFE): In accordance with FAA Advisory Circular (AC) 150/5100-14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (September 30, 2014), Sponsors must perform independent fee estimates. The AC states that if a contract is greater than $100,000, a detailed fee analysis is required.

Estimated Cost: $5,000.00

FAA Cost: $4,500.00

PROJECT DESCRIPTION	TOTAL EST. COST
Construction Administration and Inspection Services (TBE)	$214,730.00
Construction (Quality Enterprises)	$2,920,387.40
Independent Fee Estimate (IFE)	$5,000.00
TOTAL	**$3,140,117.40**
FAA	
AIP	**$2,378,106.00**
BIL	**$448 000.00**
TOTAL	**$2,826,106.00**
SCAC	**$157,005.87**
Beaufort County	**$157,005.87**

BEAUFORT EXECUTIVE AIRPORT (ARW)
PROGRAM NARRATIVE

3-45-0008-019 – 2024 (BIL)
3-45-0008-020-2024 (AIP)

PROJECT DESCRIPTION	TOTAL EST. COST	FAA SHARE	STATE SHARE	LOCAL SHARE
Runway 07/25 Rehabilitation	$3,135,117.40	$2,821,606.00	$156,755.87	$156,755.87
Independent Fee Estimate (IFE)	$5,000.00	$4,500.00	$250.00	$250.00
TOTAL	**$3,140,117.40**	**$2,826,106.00**	**$157,005.87**	**$157,005.87**

TALBERT, BRIGHT & ELLINGTON

Engineering & Planning Consultants

July 10, 2024

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

RE: Bid Tabulation
Runway 7-25 Pavement Rehabilitation
Beaufort Executive Airport
Beaufort, South Carolina
TBE Project No. 2119-2103

Dear Mr. Rembold,

Please find enclosed a copy of the Bid Tabulation for the above referenced project. A total of two (2) responsive bids were received for the above project on July 9, 2024. Quality Enterprises USA, Inc. submitted the lowest bid in the amount of Two Million, Nine Hundred Twenty Thousand, Three Hundred Eighty-Seven dollars and Forty cents ($2,920,387.40). APAC-Atlantic, Inc. submitted the next lowest bid in the amount of Two Million, Nine Hundred Eighty-Six Thousand, Five Hundred Seventy dollars and Zero cents ($2,986,570.00).

By copy of this letter, copies of the Bid Tabulation are being forwarded to the bidders.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

J. Andrew Shook, P.E.

Enclosure

cc: Kyle Cody, FAA – AADO
Gary Siegfried, SCAC
Steve Parry, Deputy Airports Director
All Bidders

BID TABULATION
RUNWAY 07-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
TBE PROJECT NO. 2119-2103
July 9, 2024

BASE BID

ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	Quality Enterprises USA, Inc. Naples, FL LICENSE NO.: G97783 UNIT PRICE	Quality Enterprises USA, Inc. Naples, FL LICENSE NO.: G97783 EXT. TOTAL	APAC-Atlantic, Inc. Savannah, GA LICENSE NO.: G12050 UNIT PRICE	APAC-Atlantic, Inc. Savannah, GA LICENSE NO.: G12050 EXT. TOTAL	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE EXT. TOTAL
1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	$39,155.30	$39,155.30	$378,000.00	$378,000.00	$95,000.00	$95,000.00
2	C-102	TEMPORARY CONSTRUCTION ENTRANCE	1	EA	$10,690.60	$10,690.60	$7,700.00	$7,700.00	$8,000.00	$8,000.00
3	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	3,500	LF	$6.20	$21,700.00	$6.00	$21,000.00	$5.00	$17,500.00
4	C-102	SEDIMENT TUBES	25	EA	$301.50	$7,537.50	$170.00	$4,250.00	$600.00	$15,000.00
5	C-102	RIP RAP APRONS	190	SY	$162.80	$30,932.00	$208.00	$39,520.00	$150.00	$28,500.00
6	C-105	MOBILIZATION	1	LS	$258,000.00	$258,000.00	$280,000.00	$280,000.00	$256,800.00	$256,800.00
7	HA	HERBICIDE APPLICATION	1	EA	$1,794.60	$1,794.60	$7,500.00	$7,500.00	$12,000.00	$12,000.00
8	P-101	CRACK REPAIR (1/4" TO 2")	800	LF	$6.50	$5,200.00	$34.00	$27,200.00	$25.00	$20,000.00
9	P-101	CRACK REPAIR (GREATER THAN 2")	100	LF	$26.10	$2,610.00	$435.00	$43,500.00	$10.00	$1,000.00
10	P-101	VARIABLE DEPTH PAVEMENT MILLING	1,700	SY	$23.20	$39,440.00	$67.00	$113,900.00	$18.00	$30,600.00
11	P-152	SHOULDER BUILDUP	7,800	LF	$9.60	$74,880.00	$3.00	$23,400.00	$20.00	$156,000.00
12	P-152	UNSUITABLE EXCAVATION	100	CY	$115.10	$11,510.00	$170.00	$17,000.00	$80.00	$8,000.00
13	P-401	BITUMINOUS ASPHALT SURFACE COURSE	4,200	TN	$264.50	$1,110,900.00	$298.00	$1,251,600.00	$250.00	$1,050,000.00
14	P-603	EMULSIFIED ASPHALT TACK COAT	3,500	GAL	$9.40	$32,900.00	$5.80	$20,300.00	$4.00	$14,000.00
15	P-620	PAVEMENT MARKING (REFLECTORIZED WHITE)	23,000	SF	$3.90	$89,700.00	$1.70	$39,100.00	$5.00	$115,000.00
16	P-620	PAVEMENT MARKING (REFLECTORIZED YELLOW)	1,400	SF	$5.20	$7,280.00	$1.70	$2,380.00	$5.00	$7,000.00
17	P-620	TEMPORARY MARKING	24,400	SF	$2.00	$48,800.00	$1.00	$24,400.00	$4.00	$97,600.00
18	P-621	GROOVING	22,000	SY	$3.30	$72,600.00	$3.10	$68,200.00	$6.00	$132,000.00
19	D-701	6" HDPE PERFORATED PIPE IN STONE TRENCH WITH CLEANOUTS	7,000	LF	$109.70	$767,900.00	$49.50	$346,500.00	$75.00	$525,000.00
20	D-701	12" HDPE PIPE	400	EA	$89.40	$35,760.00	$131.00	$52,400.00	$80.00	$32,000.00
21	D-701	12" HDPE TEE	8	EA	$1,217.70	$9,741.60	$640.00	$5,120.00	$800.00	$6,400.00
22	D-701	12" x 6" HDPE REDUCER	16	EA	$1,088.60	$17,417.60	$640.00	$10,240.00	$800.00	$12,800.00
23	D-705	6" PERFORATED UNDERDRAIN PIPE IN STONE TRENCH WITH FABRIC	440	LF	$110.30	$48,532.00	$59.00	$25,960.00	$100.00	$44,000.00
24	D-752	PRECAST CONCRETE HEADWALL	8	EA	$2,703.40	$21,627.20	$4,000.00	$32,000.00	$3,000.00	$24,000.00
25	D-752	STORMWATER CHECK VALVE	8	EA	$8,575.30	$68,602.40	$5,100.00	$40,800.00	$6,000.00	$48,000.00
26	T-901	SEEDING	6	AC	$2,323.20	$13,939.20	$3,400.00	$20,400.00	$2,400.00	$14,400.00
27	T-908	MULCHING	6	AC	$1,905.60	$11,433.60	$3,400.00	$20,400.00	$1,400.00	$8,400.00
28	L-125	ADJUST EXISTING RUNWAY/TAXIWAY BASE MOUNTED LIGHT	58	EA	$1,031.10	$59,803.80	$1,100.00	$63,800.00	$800.00	$46,400.00
		TOTAL BASE BID AMOUNT				**$2,920,387.40**		**$2,986,570.00**		**$2,825,400.00**

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

J. Andrew Shook 7/10/24

TALBERT BRIGHT & ELLINGTON, INC. DATE

BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
WORK AUTHORIZATION 24-01
July 11, 2024
PROJECT NO.: TBI NO. 2119-2401

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

Description of Work: The scope of the project is to rehabilitate Runway 7-25 at Beaufort Executive Airport. The bid documents include a bituminous concrete overlay of the existing runway pavement. Also included will be variable depth pavement milling; new pavement markings; shoulder buildup along the new overlay pavement edge; required edge light elevation adjustments adjacent to the new overlay pavement edge; required sediment and erosion control measures; and new below grade underdrains. The approximate limits of the overlay work areas are depicted on the project sketch within this Work Authorization.

Construction Administration (CA), resident project representative (RPR), and quality assurance (QA) testing services for the runway pavement rehabilitation project will be performed as part of this Work Authorization. The CA services will include the following: coordinating and conducting the preconstruction meeting; preparing and distributing preconstruction minutes; coordinate project schedule; review submittals; attend and conduct bi-weekly construction meetings; review and coordinate field changes; review QA test results; process requests for partial payments; attend final inspection; prepare the final punch list; develop project record drawings; prepare the final Engineer's Report. TBE will provide a full-time RPR throughout the entirety of the project. This RPR will be on-site at all times that the contractor is performing work.

TBE will assist with/prepare FAA grant fund requests and quarterly status reports for execution by the Airport staff. TBE will also assist with/prepare grant closeout documentation required by the FAA for this project.

BASIC SERVICES

CONSTRUCTION PHASE:
The construction phase services for this project includes preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, coordinating and conducting the Preconstruction Conference meeting and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general

construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record drawings, assist Beaufort Executive Airport with Grant Closeout and prepare Grant closeout paperwork.

The intended deliverables for these services shall include:

- PDF versions of Released For Construction (RFC) plans and specifications.
- PDF versions of record drawing plan sheets and specifications.
- PDF version of final Engineer's Report

SPECIAL SERVICES

Task 1 – Full-Time Resident Project Representative (RPR)
A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with "Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative" of the Master Contract.

Task 2 – Quality Assurance Testing
Quality assurance and acceptance testing required by the project specifications for this project will be provided. Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout.

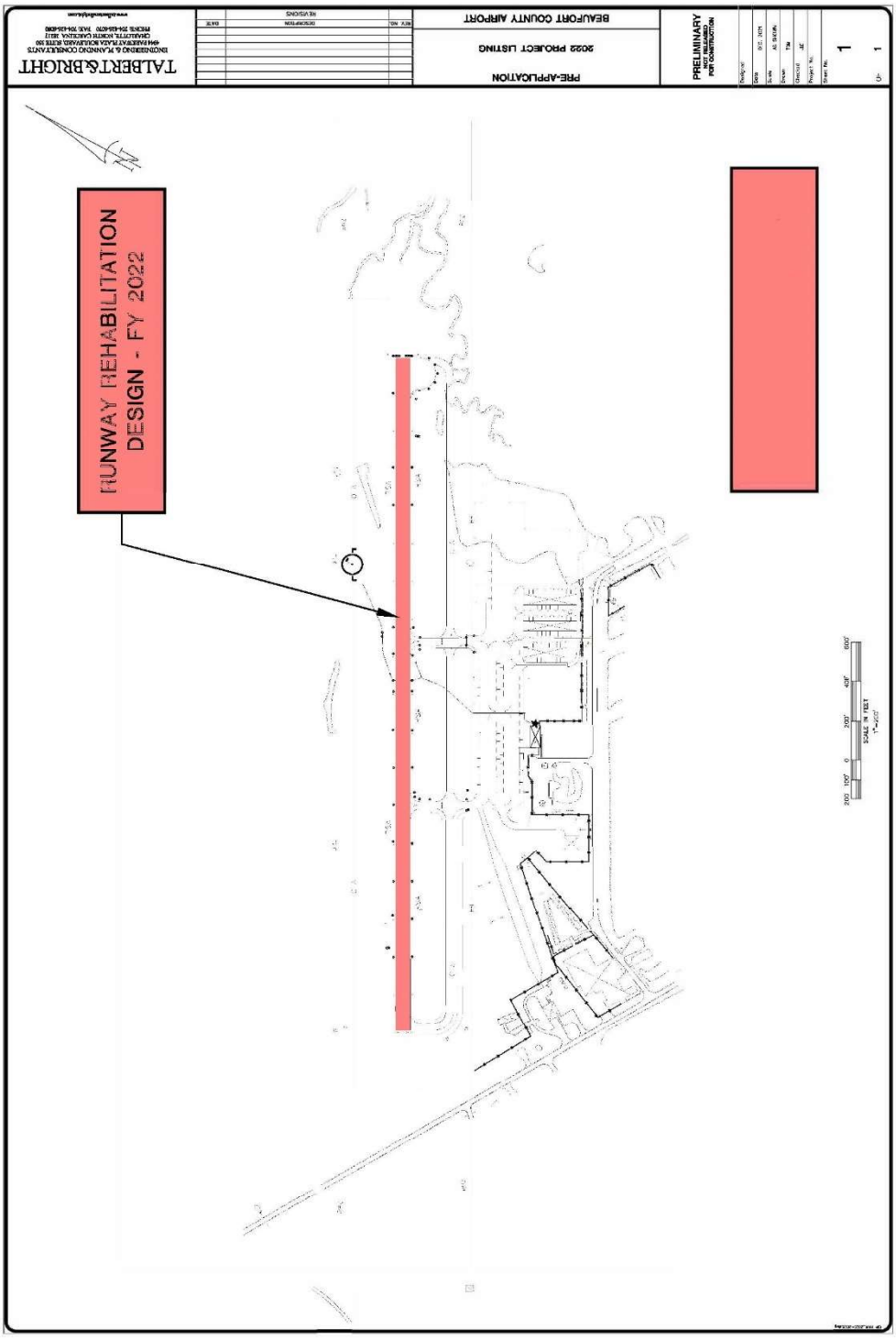
Task 3 – A-Built Survey
An as-built survey for this project will be provided.

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

Cost of Services: The method of payment shall be in accordance with Article 6 – Compensation of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **$80,527.00** including expenses. Special services shall be performed on a not to exceed basis with a budget of **$134,203.00**, which includes reimbursable expenses. For a total of **$214,730.00**.

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

APPROVED: BEAUFORT COUNTY	**APPROVED:** TALBERT, BRIGHT & ELLINGTON, INC.
	Vice President
Title	Title:
Date:	Date:
Witness:	Witness:


RUNWAY REHABILITATION
DESIGN - FY 2022
BEAUFORT COUNTY AIRPORT
2022 PROJECT LISTING
PRE-APPLICATION
PRELIMINARY
NOT RELEASED
FOR CONSTRUCTION
TALBERT&BRIGHT

SUMMARY OF FEES

RUNWAY 7-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
FAA PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2401

July 11, 2024

DESCRIPTION		ESTIMATED
BASIC SERVICES		
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	$	-
DESIGN PHASE (04)	$	-
BIDDING PHASE (05)	$	-
CONSTRUCTION ADMINISTRATION PHASE (06)	$	77,702.00
SUBTOTAL	$	77,702.00
EXPENSES	$	2,825.00
SUBCONSULTANTS	$	63,293.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	$	70,910.00
SUBTOTAL	$	137,028.00
TOTAL	$	214,730.00

MANHOUR ESTIMATE

RUNWAY 7-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
FAA PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2401

July 11, 2024
CONSTRUCTION ADMINISTRATION PHASE (06)

DESCRIPTION	PRIN $ 290	SPM $ 250	PM $ 230	SP $ 171	E5 $ 185	E2 $ 120	AD5 $ 90	T5 $141
Award contract and prepare RFC documents	0	6	4	0	4	0	0	8
Coordinate with subconsultants	4	16	4	0	16	0	0	0
Coordinate/ conduct preconstruction	0	8	0	0	0	0	0	0
Preconstruction minutes	0	2	0	0	0	0	0	0
Coordinate project schedule	0	6	0	0	0	4	0	0
Coordinate submittals	0	16	0	0	0	24	0	0
Construction visits	0	24	0	0	0	8	0	0
Construction observation reports	0	6	0	0	0	2	0	0
Review/coordinate field changes	2	12	4	0	0	8	0	4
Construction correspondence	4	8	8	2	0	4	0	0
Grant administration	0	12	40	8	0	0	0	0
Process requests for partial payment	0	16	0	8	0	0	0	0
Review test results/PWL calculations	0	20	0	28	0	0	0	0
Final inspection	0	10	0	0	8	0	0	0
Develop record drawings & Final Report	0	8	0	0	0	0	4	12
MANHOUR TOTAL	10	164	56	46	24	50	4	16

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	$ 290	10	$ 2,900
Senior Project Manager	SPM	$ 250	164	$ 41,000
Project Manager	PM	$ 230	56	$ 12,880
Senior Planner	SP	$ 171	46	$ 7,866
Engineer V	E5	$ 185	24	$ 4,440
Engineer II	E2	$ 120	50	$ 6,000
Admin. Assistant V	AD5	$ 90	4	$ 360
Technician V	T5	$ 141	16	$ 2,256
		Total	370	
SUBTOTAL				*$ 77,702.00*

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	ESTIMATED COST
Telephone	LS	$ 150.00	1	$ 150.00
Postage	LS	$ 125.00	1	$ 125.00
Miscellaneous expenses (prints, faxes, copies)	LS	$ 750.00	1	$ 750.00
Travel	LS	$1,800.00	1	$ 1,800.00
SUBTOTAL				*$ 2,825.00*

MANHOUR ESTIMATE

RUNWAY 7-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
FAA PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2401

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Quality Acceptance Testing	LS	$25,955.00	1	$ 25,955.00
As-Built Survey	LS	$29,338.00	1	$ 29,338.00
Ward Edwards CA of drainage	LS	$8,000.00	1	$ 8,000.00
SUBTOTAL				*$ 63,293.00*

TOTAL CONSTRUCTION ADMIN. COST: $ 143,820.00

MANHOUR ESTIMATE

RUNWAY 7-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
FAA PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2401

July 11, 2024
RESIDENT PROJECT REPRESENTATIVE (PHASE 51)
CALENDAR DAYS 45

DESCRIPTION	RPR
	$ 118
Project review	16
Site mobilization	8
On site inspection	412
Final inspection	16
Follow up inspection	40
Site demobilization	8
MANHOUR TOTAL	500

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
RESIDENT ENGINEER	RPR	$ 118	500	$ 59,000
		Total	500	
SUBTOTAL				*$ 59,000.00*

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	$ 100	1	$ 100.00
Postage	LS	$ 100	1	$ 100.00
Miscellaneous expenses (prints, faxes, copies, photos)	LS	$ 250	1	$ 250.00
Travel	LS	$ 300	1	$ 300.00
SUBTOTAL				*$ 750.00*

PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
DAILY PER DIEM	PD	$ 248	45	$ 11,160
		Total	45	
SUBTOTAL				*$ 11,160.00*

TOTAL INSPECTION COST: $ 70,910.00

RESOLUTION 2024/_____

A RESOLUTION TO ACCEPT FAA BIL AIG GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER

WHEREAS, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

WHEREAS, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

WHEREAS, the project will include the overlay of the existing runway, new pavement markings, required edge light adjustments, sediment/erosion control; and

WHEREAS, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

WHEREAS, the total FAA grant is $448,000; and

WHEREAS, the FAA grant will provide 90% of the total project cost, SCAC will fund 5% ($24,889), and airport operations will find 5% ($24,889).

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA BIL AIG Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

Approve by S Parry 7/29/2024

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMENDATION TO ACCEPT FAA BIL AIG GRANT IN THE AMOUNT OF $825,757 FOR HXD AIRPORT LAYOUT PLAN UPDATE - CONTINGENT UPON FINAL FAA OFFER

MEETING NAME AND DATE:

Public Facilities and Safety Committee; August 19, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

The HXD Airport Layout Plan (ALP) was last updated in September 2011. At the time of the FAA's conditional approval of the ALP, the runway design code (RDC) was a C-II. In 2018, following the runway extension, American Airlines changed their fleet to the new E-170 and E-175 aircraft. The use of the E-170/5 aircraft at HXD has changed its RDC from a C-II to a C-III designation. This is a major change that requires an update of the ALP.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on July 18, 2024.

PROJECT / ITEM NARRATIVE:

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

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

FISCAL IMPACT:

The BIL AIG program provides 75% of the project funding ($825,757), and airport operations will fund 25% ($280,560).

Grant Expenditures - GL Code 5402-90-0000-57130 (This line item provides initial funding since all grants are reimbursable)

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA AIG BIL Grant in the amount of $825,757 for HXD Airport Layout Plan Update – contingent upon final FAA offer
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny acceptance of FAA AIG BIL Grant in the amount of $825,757 for HXD Airport Layout Plan – contingent upon final FAA offer Move forward to Council for Approval on September 9, 2024

RESOLUTION 2024/_____

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

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

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

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

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

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

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

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

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

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

Approved by S Parry 7/24/2024

Item 13.

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☐ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: HXD

5a. Federal Entity Identifier: 3-45-0030-XXX-2024

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Beaufort County, South Carolina

*b. Employer/Taxpayer Identification Number (EIN/TIN): 57-6000311

*c. UEI: XFSKWHHQMF58

d. Address:

*Street 1: 120 Beach City Road
Street 2:
*City: Hilton Head Island
County/Parish: Beaufort
*State: SC
*Province:
*Country: USA: United States
*Zip / Postal Code 29926-0000

e. Organizational Unit:

Department Name: Department of Airports

Division Name: Hilton Head Island Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Jonathan
Middle Name: P
*Last Name: Rembold
Suffix:

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 843-2552952 Fax Number: 843-255-9434

*Email: jrembold@bcgov.net

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

*Title:

BIL AIG

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Town of Hilton Head Island, Beaufort Coutny, South Carolina

***15. Descriptive Title of Applicant's Project**:

Airport Layout Plan Update

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: SC-001 *b. Program/Project: SC-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2024 *b. End Date: 12/31/2025

18. Estimated Funding ($):

*a. Federal	825757
*b. Applicant	280560
*c. State	0
*d. Local	0
*e. Other	0
*f. Program Income	0
*g. TOTAL	1106317

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jonathan

Middle Name: P

*Last Name: Rembold

Suffix:

*Title: Director of Airports

*Telephone Number: 843-255-2952 Fax Number: 843-255-9424

* Email: jrembold@bcgov.net

*Signature of Authorized Representative: Jon Rembold, C.M. Digitally signed by Jon Rembold, C.M. Date: 2024.06.25 11:34:55 -04'00' *Date Signed: 6/25/2024

HILTON HEAD ISLAND AIRPORT (HXD)
PROGRAM NARRATIVE

3-45-0030-XXX-2024

Airport Layout Plan Update: The HXD Airport Layout Plan (ALP) was last updated in September 2011. At the time of FAA's conditional approval of the ALP, the runway design code (RDC) was a C-II, which was based on a family business jet aircraft using the Airport in 2010 and not the Bombardier Dash-8-200 and -300 turboprop aircraft used by American Airlines (AA). On July 4, 2018, with the completion of the runway extension project to 5,000 feet in June 2018, AA retired its fleet of Bombardier Dash-8-200 and -300 turboprop aircraft and replaced them with Embraer E-175 regional jet aircraft for its year-round service at HXD. Shortly after AA began its new E-175 service, United Airlines (UA) announced that it would commence seasonal service in Spring 2019 with E-175 aircraft, as well. Subsequently, in 2019, Delta Airlines (DL) also started year-round service to HXD with new E-170 aircraft. Use of the E-170 and E-175 aircraft at HXD, has changed its RDC from a C-II to a C-III designation. This project would include the requisite elements necessary to prepare an ALP Update report, ALP drawing set, and 18B survey for the Hilton Head Island Airport (the Airport or HXD). The ALP Update report will explain the reasoning behind and the important features of the ALP drawing set and document the planning standards used. The narrative report will consist of the following sections:

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

Estimated Cost: $1,103,678.00

FAA BIL Cost: $823,381.00

Independent Fee Estimate (IFE, Reimbursement): In accordance with FAA Advisory Circular (AC) 150/5100-14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (September 30, 2014), Sponsors must perform independent fee estimates. The AC states that if a contract is greater than $100,000, a detailed fee analysis is required. Based on the AC requirement, Beaufort County performed an IFE for the ALP Update.

Estimated Cost: $2,640.00

FAA BIL Cost: $2,376.00

HILTON HEAD ISLAND AIRPORT (HXD)
PROGRAM NARRATIVE

3-45-0030-XXX-2024

Project	Total	Federal	State	Local
Airport Layout Plan Update	$1,103,678.00	$823,381.00	$0	$280,296.00
IFE Reimbursement	$2,640.00	$2,376.00	$0	$264.00
TOTAL	**$1,106,318.00**	**$825,757.00**	**$0.00**	**$280,560.00**

HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIRPORT LAYOUT PLAN UPDATE
WORK AUTHORIZATION 23-01
June 4, 2024

PROJECT NO.: TBI NO. 2119-2301

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

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

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

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

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

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

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

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

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

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

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

TASK 1: PRELIMINARY PROJECT SCOPING

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

TASK 2: PROJECT MANAGEMENT

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

ASSUMPTIONS:

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

DELIVERABLES:

1. *A flow chart of activities and milestone schedule.*

TASK 3: PUBLIC INVOLVEMENT AND PUBLIC RELATIONS

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

- **Public Outreach Techniques:**

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

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

ASSUMPTIONS:

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

DELIVERABLES:

1. *PowerPoint presentations with updates, not exceeding two (2) times.*
2. *A total of 288 handouts (minimum of 18 per meeting) with various versions will be provided for each meeting.*

- Public Information Meetings – Three public information meetings will be scheduled during development of the ALP Update. These meetings will occur at:

  - The beginning of the ALP Update
  - Alternatives development
  - Prior to final submittal to FAA for review

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

ASSUMPTIONS:

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

DELIVERABLES:

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

- **Communication Tools:**

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

ASSUMPTION:

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

DELIVERABLE:

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

TASK 4: EXISTING CONDITIONS

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

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

- **Physical On-Airport Inventory Analysis:**

  - Airport Mapping – Update existing mapping with as-built information from previous projects since last ALP was completed. Include GIS quality aerial plannimetrics to supplement existing mapping. An update of the HXD ALP drawing set will be initiated at this point to quantify and support inventory findings.

  - Airfield and Terminal Area Infrastructure and Facilities – Review existing airport facilities and include a brief description of their characteristics in regard to type, adequacy of sizes, capacities, and condition. The review will consider the principal airfield facilities (runways, taxiways, instrument approach procedures, NAVAIDS), terminal complex facilities, airport lighting systems, aviation fuel storage, buildings, structures, support equipment, and access points.

  - Landside Facilities – The on-airport landside transportation system will be reviewed for general aviation facilities and commercial operations. Both the infrastructure system,

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

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

- **Off-Airport Inventory Analysis:**

  - Land Use Planning – Off-airport land use plans will be reviewed to evaluate recent growth trends and airport interactions with existing and planned developments.

  - Ordinances – Existing regulations and ordinances (zoning, land use controls, development regulations, airport regulations, and minimum standards) that could affect aeronautical activity will be reviewed. The existing and future adequacy of land use controls to protect the integrity and safety of airport operation will be identified.

ASSUMPTION:

1. *Work with the Town of Hilton Head Island to address the airport overlay district and creation of special airport zoning district with regards to tree removal and mitigation.*

  - Wind Data – Existing wind information obtained from previous HXD AMP will be utilized. Wind observations will be tabulated for all-weather and instrument conditions, and wind roses will be prepared to indicate crosswind coverage for the 10.5-, 13-, 16-, and 20-knot components.

ASSUMPTIONS:

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

TASK 5: AVIATION FORECASTS

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

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

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

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

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

ASSUMPTION:

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

DELIVERABLE:

1. *Forecasts will be submitted to FAA for approval.*

TASK 6: FACILITY REQUIREMENTS

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

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

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

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

ASSUMPTION:

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

TASK 7 ALTERNATIVES DEVELOPMENT AND EVALUATION

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

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

- Identify Evaluation Parameters – the alternatives will be subjected to a detailed evaluation that will permit a comparison of the merits and deficiencies of the physical site factors under consideration. Major factors to be considered in the evaluation include:

    - Ability to serve C-III aircraft – each alternative will be evaluated to determine its ability to meet C-III design standards. These evaluations will be performed for each separation and other FAA standards requirements for a C-III RDC and will be aggregated to permit comparison.
    - Land use and environmental compatibility – the proposed airfield requirements will be evaluated to determine impacts on land use adjacent to HXD. The analysis of alternatives will reference published FAA land use compatibility policy and standards to identify the level of impacts resulting from each alternative.
    - Development, operating, and maintenance costs – order of magnitude cost estimates for the proposed development under each alternative will be prepared. These capital cost estimates will provide a general indication of the cost to meet airfield design standards.

- Initial Airport Alternatives Meeting – potential options will be developed for accommodating the runway to taxiway separation and other FAA standards requirements for a C-III RDC will be identified. A variety of reasonable alternatives will be considered, generally in the following categories:

    - No-development
    - Expand facilities within existing property boundary
    - Construct new facilities
    - Combination of expanded and new facilities

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

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

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

existing and proposed airport facilities, as consistent with FAA separation guidelines. The drawings will be included as exhibits in the working paper and final report.

- Alternatives Evaluation – both quantitative and qualitative evaluation criteria will be identified for analysis application. An evaluation matrix will be prepared to include composite rankings of each alternative. The alternatives will be subjected to an evaluation and the results presented in a manner that includes airfield design standards comparisons and selection of the preferred airfield design standards alternative. It is possible that the recommended airfield design standards alternative will be a hybrid of some of the various alternatives considered.

ASSUMPTIONS:

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

TASK 8: RUNWAY PROTECTION ZONE (RPZ) ANALYSIS

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

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

ASSUMPTIONS:

1. *No new runway alignment alternatives will be prepared, the preferred alternative chosen in Task 7 will be evaluated.*

- **RPZ Analysis Documentation:** The FAA definition of a runway protection zone (RPZ) is a trapezoidal shape formed off the end of a runway and its geometry is a function of the airport's aircraft approach category and approach visibility minimums. The purpose of the Runway Protection Zone (RPZ) is to enhance the protection of people and property on the ground, ideally through fee simple ownership of property within the RPZ. As stipulated in FAA Airport Improvement Program (AIP) Grant Assurance 21 – Compatible Land Use for federally obligated Airport Sponsors and FAA AC 150/5190-4B – Airport Land Use Compatibility Planning, the FAA expects airport sponsors to have or secure sufficient control of the RPZ. For projects proposed by the sponsor, such as a runway extension, which would result in moving the RPZ into an area that has incompatible land uses, the sponsor is expected to take active steps to prevent or mitigate the new incompatible land uses.

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

Documentation of the alternatives will include:

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

ASSUMPTIONS:

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

DELIVERABLES:

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

TASK 9: ENVIRONMENTAL CONSIDERATIONS

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

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

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

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

ASSUMPTIONS:

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

TASK 10: AIRPORT LAYOUT PLANS

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

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

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

ASSUMPTIONS:

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

TASK 11: CAPITAL IMPROVEMENT PLAN

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

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

ASSUMPTIONS:

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

TASK 12: 18B SURVEY

- **Field Surveys, Obstruction Surveys, Data Collection, and Airport Airspace Analysis in accordance with FAA Advisory Circulars ensuring compatibility with FAA AGIS** – This task will include an aeronautical obstruction survey in compliance with AGIS policies and will include an airport airspace analysis for vertically-guided operations. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the FAA and NGS:

    - AC 150/5300-16A General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
    - AC 150/5300-17C Standards for Using Remote Sensing Technologies in Airport Surveys
    - AC 150/5300-18B General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards

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

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

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

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

    From the aerial photography, TBE will produce the following:

    - Limited landmark feature planimetric mapping

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

TASK 13: MODIFICATION TO STANDARDS

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

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

TASK 14 BUSINESS PLAN

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

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

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

TASK 15 PROJECT DOCUMENTATION

Project documentation (deliverables) will consist of both the ALP drawing set and a Master Plan narrative report. The drawing set and report will be produced in draft, and final form.

Initial Draft Submittal to HXD, FAA and SCAC

- Two (2) copies of the draft Master Plan narrative report
- Two (2) copies of draft ALP drawing set.

Final Draft Submittal to HXD, FAA and SCAC

- Two (2) color reproductions of final Master Plan narrative report, bound with color laminated cover (1 to FAA and 1 to CITY)
- Two (2) sets of final ALP drawings for approval (1 to FAA and 1 to CITY)

Final Submittal to HXD, FAA and SCAC

- Four (4) color reproduction of final Master Plan narrative report, bound with color laminated cover
- Four (4) sets of final ALP drawings for FAA approval[1]
- Two (2) copies of final Master Plan narrative report and ALP drawing set in PDF format to HXD, FAA and SCAC.

Preliminary Schedule

TBE anticipates a three-month project schedule (not including review time by FAA, SCAC and Hilton Head Island Airport). A critical time path report shall be developed prior to starting the project and will be updated on a monthly basis. If any delays are identified by TBE, an action plan will be presented to reestablish the schedule. The following sequence of events provides the framework for the ALP Update schedule:

- FAA, SCAC, and Hilton Head Island Airport Scope of Work approval
- Initial Kickoff meeting
- Concept Development
- Coordination Meeting
- Airfield Design Standards Drawings

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 of the Master Contract. The basic services work shall be performed in accordance with the Master Contract as a lump sum of **$813,328**, which includes reimbursable expenses. Special Additional Services shall be performed as listed below with a budget of **$290,350.00**. The total value of this Work Authorization shall not exceed **$1,103,678.00** without additional authorization

[1]Three (3) Conditionally Approved and stamped complete set (Narrative and ALP Drawing Set) will be sent by FAA to SCAC and Hiton Head Island Airport. FAA will retain (1) complete set.

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED: BEAUFORT COUNTY	**APPROVED:** TALBERT, BRIGHT & ELLINGTON, INC.
	Vice President
Title	Title:
Date:	Date:
Witness:	Witness:

PROFESSIONAL FEE SUMMARY
Airport Layout Plan Update
Hilton Head Isand Airport
Hilton Heasd Island, South Carolina
FAA Project Number
TBI Project No. 2119-2301
June 4, 2024

SUMMARY OF FEES

DESCRIPTION	TYPE OF SERVICE		ESTIMATED COST
DIRECT LABOR COST	DIRECT LABOR COST	$	767,828.00
DIRECT EXPENSES	DIRECT EXPENSES	$	45,500.00
SUBCONSULTANTS		$	290,350.00
TOTAL LUMP SUM		*$*	*1,103,678.00*
TOTAL PROJECT		**$**	**1,103,678.00**

MANHOUR ESTIMATE
Airport Layout Plan Update
Hilton Head Isand Airport
Hilton Heasd Island, South Carolina
FAA Project Number
TBI Project No. 2119-2301
June 4, 2024

DESCRIPTION	PRIN	SPM	PM	SR PLN	ENG V	ENG II	TECH 5	ADMIN V
Task 1 Preliminary Project Scoping								
1.1 Develop Project Scope/Contract	2	2	24	2	0	0	0	1
1.2 Coordinate with Subconsultants	0	0	2	0	0	0	0	0
Task 2 Project Management								
2.1 Project Management	40	40	40	2	0	0	0	8
2.2 Subconsultant Coordination	40	40	40	40	0	0	0	8
Task 3 Public Involvement								
3.1 *Advisory Committee*								
3.1.1 Prepare materials for AC Meetings (12 Meetings)	0	8	16	16	0	0	0	8
3.1.2 Attend AC Meetings (12 Meetings)	48	48	48	0	0	0	0	0
3.1.3 Kickoff Meeting	8	8	8	8	0	0	0	0
3.1.4 Prepare Power Point Presentation for AC (1)	0	0	24	8	0	0	0	2
3.1.5 Update Power Point Presentation (2 Updates)	0	0	12	0	0	0	0	2
3.2 *Public Information Meetings*								
3.2.1 Prepare materials for AC Meetings (3 Meetings)	0	12	24	24	0	0	0	4
3.2.2 Attend AC Meetings (3 Meetings)	24	24	24	0	0	0	0	0
3.2.4 Prepare Power Point Presentation for AC (1)	0	0	24	8	0	0	0	2
3.2.5 Update Power Point Presentation (2 Updates)	0	0	12	0	0	0	0	2
3.3 *Beaufort County Web Site*								
3.3.5 Update Web Site (5 Updates)	0	0	24	0	0	0	0	8
Task 4 Existing Conditions								
4.1 Sponsor Document Collection	0	4	4	4	0	4	0	0
4.2 Financial Data Collection	0	2	2	4	0	4	0	0
4.3 Research SCAC Files	0	0	0	4	0	4	0	0
4.4 Aircraft Operation and Mix Data	0	2	2	4	0	4	0	0
4.5 Existing Documents Review	0	2	2	4	0	4	0	0
4.6 Demographic Data Collection	0	2	2	4	0	4	0	0
4.7 Historical Traffic Data Review	0	2	2	4	0	4	0	0
4.8 Airside Facility Description	0	2	2	4	0	4	0	0
4.9 Landside Facility Description	0	2	2	4	0	4	0	0
4.1 Infrastructure Description	0	2	2	4	0	4	0	0
4.11 Pavement Condition Index Review	0	0	0	4	0	4	0	0
4.12 Draft Existing Conditions Chapter	2	2	16	8	0	8	0	0
Task 5 Aviation Forecasts								
5.1 TFMSC Data Collection & Analysis	0	12	12	0	0	0	0	0
5.2 Existing Critical Aircraft Determination	0	16	16	0	0	0	0	0
5.3 Future Critical Aircraft Determination	0	16	16	0	0	0	0	0
5.4 Respond to Comments	0	16	16	0	0	0	0	8
Task 6 Facility Requirements								
6.1 Demand/Capacity Analysis	0	4	8	4	0	4	0	0
6.2 Review of 5300-13 Standards	0	2	8	2	0	2	0	0
6.3 Airside Analysis/Requirements	0	4	8	4	0	4	0	0
6.4 Landside Analysis/Requirements	0	4	8	4	0	4	0	0
6.5 Land Use Requirements	0	4	8	4	0	4	0	0
6.6 Terminal Planning and On Airport Land Uses	0	4	8	4	0	4	0	0
6.7 Airspace and Air Traffic Control Analysis	0	4	8	4	0	4	0	0
6.1 Draft Facility Requirements Chapter	0	4	16	8	0	8	0	0

MANHOUR ESTIMATE
Airport Layout Plan Update
Hilton Head Isand Airport
Hilton Heasd Island, South Carolina
FAA Project Number
TBI Project No. 2119-2301
June 4, 2024

DESCRIPTION	PRIN	SPM	PM	SR PLN	ENG V	ENG II	TECH 5	ADMIN V
Task 7 Alternatives Development and Evaluation								
7.1 Prepare Alternatives Analysis	30	30	32	120	0	8	0	0
7.2 Revise Alternatives	16	16	16	24	0	8	0	0
7.3 Development Estimates	16	16	16	32	0	40	0	0
7.4 Modification to Standards	8	16	32	60	0	0	0	0
Task 8 Runway Protection Zone Analysis								
8.1 Evaluate properties within proposed RPZ	0	8	8	4	0	8	0	0
8.2 Develop property alternative exhibits	0	4	4	8	0	4	0	0
8.3 Develop property alternative estimates	0	2	2	4	0	4	0	0
8.4 Evaluate roadways within proposed RPZ	0	8	8	4	0	0	0	0
8.5 Develop roadway alternative exhibits	0	6	6	16	0	0	0	0
8.6 Develop roadway alternative estimates	0	4	4	6	0	6	0	0
8.7 Runway safety area analysis	0	6	6	6	0	0	0	0
Task 9 Environmental Considerations								
9.1 Air Quality	0	0	2	0	0	0	0	0
9.2 Coastal Resources	0	0	2	0	0	0	0	0
9.3 Compatible Land Use	0	0	2	0	0	0	0	0
9.4 Construction Impacts	0	0	2	2	0	0	0	0
9.5 Department of Transportation Act: Sec. 4(f)	0	0	2	0	0	0	0	0
9.6 Farmlands	0	0	2	2	0	0	0	0
9.7 Fish, Wildlife, and Plants	0	0	2	0	0	0	0	0
9.8 Floodplains	0	0	2	2	0	0	0	0
9.9 Hazardous Materials, Pollution Prevention, and Solid Waste	0	0	2	0	0	0	0	0
9.10 Historical, Architectural, Archeological, and Cultural Resources	0	0	2	0	0	0	0	0
9.11 Light Emissions and Visual Impacts	0	0	2	0	0	0	0	0
9.12 Natural Resources and Energy Supply	0	0	2	0	0	0	0	0
9.13 Noise	0	16	16	4	0	2	0	0
9.14 Secondary (Induced) Impacts	0	0	2	0	0	0	0	0
9.15 Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks	0	0	2	0	0	0	0	0
9.16 Water Quality	0	0	2	1	0	0	0	0
9.17 Wetlands	0	0	2	2	0	0	0	0
9.18 Wild and Scenic Rivers	0	0	2	0	0	0	0	0
9.19 Draft Environmental Considerations Chapter	0	0	16	8	0	0	0	0
Task 10 Airport Layout Plans								
10.1 Cover Sheet	0	2	2	10	0	0	0	0
10.2 Existing Conditions	0	4	4	46	0	0	0	0
10.3 Airport Layout Plan	0	4	4	70	0	0	0	0
10.4 Terminal Area Plan	0	4	4	56	0	0	0	0
10.5 Airport Airspace Drawing (Part 77)	0	2	2	28	0	0	0	0
10.6 Inner Portion Approach Surface	0	2	2	56	0	0	0	0
10.7 Runway Departure Surface	0	2	2	38	0	0	0	0
10.8 Runway Centerline Plan and Profile	0	2	2	28	0	0	0	0
10.9 Land Use	0	4	4	32	0	0	0	0
10.1 Property Map	0	8	8	28	0	5	0	0
10.11 FAA Checklist	0	4	4	12	0	0	0	0
Task 11 Capital Improvement Plan								
11.1 Staged Development Breakout	0	0	2	0	0	4	0	0
11.2 Staged Development Estimates	0	16	2	0	0	40	0	0
11.3 Funding Sources Breakout	0	0	2	0	0	4	0	0
11.4 Coordination and Revisions	4	4	2	0	0	4	0	0

MANHOUR ESTIMATE
Airport Layout Plan Update
Hilton Head Isand Airport
Hilton Heasd Island, South Carolina
FAA Project Number
TBI Project No. 2119-2301
June 4, 2024

DESCRIPTION	PRIN	SPM	PM	SR PLN	ENG V	ENG II	TECH 5	ADMIN V
11.5 Draft Facilities Implementation Plan Chapter	2	2	4	0	0	4	0	0
Task 12 18B Survey								
12.1 Verify Imagery	0	4	4	16	0	0	0	0
12.2 Verify Obstruction Data	0	4	4	24	0	0	0	0
Task 13 Modification to Standards								
13.1 Taxiway Object Free Area Modification of Standards	0	12	24	20	0	12	0	8
13.2 Runway to Taxiway Separation Modification of Standards	0	12	24	20	0	12	0	8
Task 14 Business Plan								
14.1 Review of Airport leases	0	6	8	6	8	0	0	0
14.2 FBO rent and charges	0	6	8	6	8	0	0	0
14.3 Parking fees	0	6	8	6	8	0	0	0
14.4 Review of historical maintenance costs	0	6	8	6	8	0	0	0
14.5 Review of historical operating costs	0	6	8	6	8	0	0	0
14.6 Review of airport minimum standards	0	6	8	6	8	0	0	0
14.7 Review other non-aviation revenue sources	0	6	8	6	8	0	0	0
14.8 Draft Business Plan	16	24	40	24	0	0	0	0
14.8 Final Business Plan	16	24	40	24	0	0	0	0
Task 15 Project Documentation								
15.1 Initial Draft Submission	0	4	16	16	0	8	0	0
15.2 Initial Draft Coordination and Revisions	0	4	16	16	0	8	0	0
15.3 Final Draft Submission	0	4	16	16	0	8	0	0
15.4 Final Draft Coordination and Revisions	0	4	16	16	0	8	0	0
15.5 Final Submittal	0	4	16	16	0	8	0	0
15.6 Prepare Executive Summary	0	4	16	16	0	8	0	0
	272	632	1028	1169	56	299	0	69

FEE ESTIMATE
Airport Layout Plan Update
Hilton Head Isand Airport
Hilton Heasd Island, South Carolina
FAA Project Number
TBI Project No. 2119-2301
June 4, 2024

Airport Master Plan Update			**BILLING**	**ESTIMATED**		**ESTIMATED**
DIRECT LABOR COST			**RATE**	**MANHOURS**		**COST**
Principal	PRIN	$	290	272	$	78,880.00
Senior Project Manager	SPM	$	250	632	$	158,000.00
Project Manager	PM	$	230	1,028	$	236,440.00
Senior Planner	SR PLN	$	171	1,169	$	199,899.00
Engineer V	ENG V	$	185	56	$	10,360.00
Engineer II	ENG II	$	120	299	$	35,880.00
Technician V	TECH V	$	141	299	$	42,159.00
Secretary/Admin IV	ADMIN V	$	90	69	$	6,210.00
SUBTOTAL				***3,824***	***$***	***767,828.00***

Airport Master Plan Update			**UNIT**	**ESTIMATED**		**ESTIMATED**
DIRECT EXPENSES	**UNIT**		**RATE**	**UNITS**		**COST**
Travel	mi	$	0.670	24000	$	16,080.00
Per Diem	ea	$	287.00	60	$	17,220.00
Reproduction	ea	$	2,000.00	5	$	10,000.00
Shipping/ Postage	ea	$	500.00	1	$	500.00
Telecom/fax	ea	$	200.00	1	$	200.00
Misc. supplies	ea	$	750.00	1	$	750.00
Visioning Session	ls	$	750.00	1	$	750.00
SUBTOTAL					***$***	***45,500.00***

Subconsultants		**UNIT**	**ESTIMATED**		**ESTIMATED**
DIRECT EXPENSES	**UNIT**	**RATE**	**UNITS**		**COST**
Meeting Facilitator	ls	1	$ 95,000	$	95,000.00
Business Plan	ls	1	$ 100,000	$	100,000.00
Aerial Photography & Mapping	ls	1	$ 95,350	$	95,350.00
SUBTOTAL				***$***	***290,350.00***

June 20, 2024

Mr. Jon Rembold, C.M.
Airport Director
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

RE: Independent Fee Estimate Proposal
For an **Airport Layout Plan Update**

Dear Mr. Rembold;

Thank you for requesting a quote from *Independent Fee Estimates, LLC* for your Airport Layout Plan (ALP) project for Hilton Head Island Airport. It is my understanding that the task items of this work are defined by "Description of Work Authorized"; a description of tasks for an Aerial / GIS subconsultant; and a blank spreadsheet, all of which we received from you via email on June 5, 2024. In addition, you provided responses to questions we had regarding the Description of Work via email on June 19, 2024.

We propose to provide the Independent Fee Estimate services for a lump sum fee **$2,640** with a proposed turn-around time of approximately nine to ten (9-10) business days after receipt back of an executed copy of this letter. That will act as our Contract and as our Notice To Proceed with the IFE work.

Thank you for the opportunity to provide this proposal to Hilton Head Island Airport.

Sincerely,

J. D. Heithoff

J. D. Heithoff, P.E., C.M.

*Notice is hereby given to J. D. Heithoff, P.E. and to *Independent Fee Estimates, LLC* to proceed with the IFE services for the referenced project as described above.

_____	_____	_____
Authorized Contract Executing Representative Hilton Head Island Airport	Title	Date

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMENDATION TO ACCEPT FAA AIP GRANT IN THE AMOUNT OF $2,378,106 FOR ARW RUNWAY 07/25 REHABILITATION (CONSTRUCTION) CONTINGENT UPON FINAL FAA OFFER

MEETING NAME AND DATE:

Public Facilities and Safety Committee; August 19, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

This grant will fund the ARW Runway 07/25 Rehabilitation (Construction) project.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on August 15, 2024.

PROJECT / ITEM NARRATIVE:

This project includes the construction and construction administration services to rehabilitate Runway 07/25 at ARW. Pavement maintenance is one of the guarantees the County makes to the FAA when accepting grant funds. A recent pavement analysis found that the runway needs rehabilitation. This project addresses that need and satisfies the FAA requirement.

FISCAL IMPACT:

The FAA will provide 90% ($2,378,106) of the total project cost, SCAC will fund 5% ($132,117), and airport operations will fund 5% ($132,117).

Grant Expenditures - GL Code 5102-90-0000-57130 (This line item provides initial funding since all grants are reimbursable)

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA BIL AIG Grant in the amount of $2,378,106 for ARW Runway 07/25 Rehabilitation (Construction) contingent upon final FAA offer

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny acceptance of FAA AIP Grant in the amount of $2,378,106 for ARW Runway 07/25 Rehabilitation (Construction) contingent upon final FAA offer

Move forward to Council for approval on September 9, 2024

RESOLUTION 2024/_____

A RESOLUTION TO ACCEPT FAA AIP GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT - CONTINGENT UPON FINAL FAA OFFER

WHEREAS, the Beaufort Executive Airport Runway 07/25 rehabilitation is necessary to comply with the Federal Grant Sponsor Assurance that requires airfield pavement maintenance; and

WHEREAS, the Runway 07/25 rehabilitation will provide enhanced safety and service life for the airport runway at ARW; and

WHEREAS, the project will include the overlay of the existing runway, new pavement markings, required edge light adjustments, sediment/erosion control; and

WHEREAS, this project includes construction and construction administration services for the rehabilitation of Runway 07/25; and

WHEREAS, the total FAA grant is $2,378,106; and

WHEREAS, the FAA will provide 90% of the total project cost, SCAC will fund SCAC will fund 5% ($132,117), and airport operations will fund 5% ($132,117).

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA AIP Grant funding for Beaufort Executive Airport (ARW) Runway 07/25 Rehabilitation project.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

Approved by S Parry 7/29/2024

Item 14.

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier: 3-45-0008-020-2024

*5b. Federal Award Identifier: ARW

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Beaufort County

*b. Employer/Taxpayer Identification Number (EIN/TIN): 57-6000311

*c. UEI: XFSKWHHQMF58

d. Address:

*Street 1: 39 Airport Circle

Street 2:

*City: Beaufort

County/Parish:

*State: SC

*Province:

*Country: USA: United States

*Zip / Postal Code 29907-0000

e. Organizational Unit:

Department Name: Department of Airports

Division Name: Beaufort Executive Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Jon

Middle Name: P

*Last Name: Rembold

Suffix:

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 843-255-2952 Fax Number: (843) 255-9424

*Email: jrembold@bcgov.net

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Beaufort, Beaufort County, South Carolina

***15. Descriptive Title of Applicant's Project**:

Runway 07/25/Rehabilitation (Construction)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: SC-001 *b. Program/Project: SC-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2024 *b. End Date: 06/30/2025

18. Estimated Funding ($):

*a. Federal	$ 2,378,106
*b. Applicant	$ 132,117
*c. State	$ 132,117
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 2,642,340

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jon

Middle Name: P

*Last Name: Rembold

Suffix:

*Title: Director of Airports

*Telephone Number: 843-255-2952 Fax Number: 843-255-9424

* Email: jrembold@bcgov.net

*Signature of Authorized Representative: *Date Signed: 7/15/2024

BEAUFORT EXECUTIVE AIRPORT (ARW)
PROGRAM NARRATIVE

3-45-0008-019 – 2024 (BIL)
3-45-0008-020-2024 (AIP)

Runway 07/25 Rehabilitation (Construction): This project includes the construction and construction administration services for the rehabilitation of Runway 03/21 at ARW. Based on information from the SCAC the current PCI for the runway is 56/70.

Construction Administration and Inspection Services (TBE)	$214,730.00
Construction (Quality Enterprises)	$2,920,387.40
TOTAL	**$3,135,117.40**

Estimated Cost: $3,135,117.40

FAA Cost: $2,821,606.00

Independent Fee Estimate (IFE): In accordance with FAA Advisory Circular (AC) 150/5100-14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (September 30, 2014), Sponsors must perform independent fee estimates. The AC states that if a contract is greater than $100,000, a detailed fee analysis is required.

Estimated Cost: $5,000.00

FAA Cost: $4,500.00

PROJECT DESCRIPTION	TOTAL EST. COST
Construction Administration and Inspection Services (TBE)	$214,730.00
Construction (Quality Enterprises)	$2,920,387.40
Independent Fee Estimate (IFE)	$5,000.00
TOTAL	**$3,140,117.40**
FAA	
AIP	**$2,378,106.00**
BIL	**$448 000.00**
TOTAL	**$2,826,106.00**
SCAC	**$157,005.87**
Beaufort County	**$157,005.87**

BEAUFORT EXECUTIVE AIRPORT (ARW)
PROGRAM NARRATIVE

3-45-0008-019 – 2024 (BIL)
3-45-0008-020-2024 (AIP)

PROJECT DESCRIPTION	TOTAL EST. COST	FAA SHARE	STATE SHARE	LOCAL SHARE
Runway 07/25 Rehabilitation	$3,135,117.40	$2,821,606.00	$156,755.87	$156,755.87
Independent Fee Estimate (IFE)	$5,000.00	$4,500.00	$250.00	$250.00
TOTAL	**$3,140,117.40**	**$2,826,106.00**	**$157,005.87**	**$157,005.87**

TALBERT, BRIGHT & ELLINGTON

Engineering & Planning Consultants

July 10, 2024

Mr. Jon Rembold, C.M.
Airports Director
Beaufort Executive Airport
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

RE: Bid Tabulation
Runway 7-25 Pavement Rehabilitation
Beaufort Executive Airport
Beaufort, South Carolina
TBE Project No. 2119-2103

Dear Mr. Rembold,

Please find enclosed a copy of the Bid Tabulation for the above referenced project. A total of two (2) responsive bids were received for the above project on July 9, 2024. Quality Enterprises USA, Inc. submitted the lowest bid in the amount of Two Million, Nine Hundred Twenty Thousand, Three Hundred Eighty-Seven dollars and Forty cents ($2,920,387.40). APAC-Atlantic, Inc. submitted the next lowest bid in the amount of Two Million, Nine Hundred Eighty-Six Thousand, Five Hundred Seventy dollars and Zero cents ($2,986,570.00).

By copy of this letter, copies of the Bid Tabulation are being forwarded to the bidders.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

J. Andrew Shook, P.E.

Enclosure

cc: Kyle Cody, FAA – AADO
Gary Siegfried, SCAC
Steve Parry, Deputy Airports Director
All Bidders

BID TABULATION
RUNWAY 07-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
TBE PROJECT NO. 2119-2103
July 9, 2024

BASE BID					Quality Enterprises USA, Inc. Naples, FL LICENSE NO.: G97783		APAC-Atlantic, Inc. Savannah, GA LICENSE NO.: G12050		ENGINEER'S ESTIMATE	
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	$39,155.30	$39,155.30	$378,000.00	$378,000.00	$95,000.00	$95,000.00
2	C-102	TEMPORARY CONSTRUCTION ENTRANCE	1	EA	$10,690.60	$10,690.60	$7,700.00	$7,700.00	$8,000.00	$8,000.00
3	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	3,500	LF	$6.20	$21,700.00	$6.00	$21,000.00	$5.00	$17,500.00
4	C-102	SEDIMENT TUBES	25	EA	$301.50	$7,537.50	$170.00	$4,250.00	$600.00	$15,000.00
5	C-102	RIP RAP APRONS	190	SY	$162.80	$30,932.00	$208.00	$39,520.00	$150.00	$28,500.00
6	C-105	MOBILIZATION	1	LS	$258,000.00	$258,000.00	$280,000.00	$280,000.00	$256,800.00	$256,800.00
7	HA	HERBICIDE APPLICATION	1	EA	$1,794.60	$1,794.60	$7,500.00	$7,500.00	$12,000.00	$12,000.00
8	P-101	CRACK REPAIR (1/4" TO 2")	800	LF	$6.50	$5,200.00	$34.00	$27,200.00	$25.00	$20,000.00
9	P-101	CRACK REPAIR (GREATER THAN 2")	100	LF	$26.10	$2,610.00	$435.00	$43,500.00	$10.00	$1,000.00
10	P-101	VARIABLE DEPTH PAVEMENT MILLING	1,700	SY	$23.20	$39,440.00	$67.00	$113,900.00	$18.00	$30,600.00
11	P-152	SHOULDER BUILDUP	7,800	LF	$9.60	$74,880.00	$3.00	$23,400.00	$20.00	$156,000.00
12	P-152	UNSUITABLE EXCAVATION	100	CY	$115.10	$11,510.00	$170.00	$17,000.00	$80.00	$8,000.00
13	P-401	BITUMINOUS ASPHALT SURFACE COURSE	4,200	TN	$264.50	$1,110,900.00	$298.00	$1,251,600.00	$250.00	$1,050,000.00
14	P-603	EMULSIFIED ASPHALT TACK COAT	3,500	GAL	$9.40	$32,900.00	$5.80	$20,300.00	$4.00	$14,000.00
15	P-620	PAVEMENT MARKING (REFLECTORIZED WHITE)	23,000	SF	$3.90	$89,700.00	$1.70	$39,100.00	$5.00	$115,000.00
16	P-620	PAVEMENT MARKING (REFLECTORIZED YELLOW)	1,400	SF	$5.20	$7,280.00	$1.70	$2,380.00	$5.00	$7,000.00
17	P-620	TEMPORARY MARKING	24,400	SF	$2.00	$48,800.00	$1.00	$24,400.00	$4.00	$97,600.00
18	P-621	GROOVING	22,000	SY	$3.30	$72,600.00	$3.10	$68,200.00	$6.00	$132,000.00
19	D-701	6" HDPE PERFORATED PIPE IN STONE TRENCH WITH CLEANOUTS	7,000	LF	$109.70	$767,900.00	$49.50	$346,500.00	$75.00	$525,000.00
20	D-701	12" HDPE PIPE	400	EA	$89.40	$35,760.00	$131.00	$52,400.00	$80.00	$32,000.00
21	D-701	12" HDPE TEE	8	EA	$1,217.70	$9,741.60	$640.00	$5,120.00	$800.00	$6,400.00
22	D-701	12" x 6" HDPE REDUCER	16	EA	$1,088.60	$17,417.60	$640.00	$10,240.00	$800.00	$12,800.00
23	D-705	6" PERFORATED UNDERDRAIN PIPE IN STONE TRENCH WITH FABRIC	440	LF	$110.30	$48,532.00	$59.00	$25,960.00	$100.00	$44,000.00
24	D-752	PRECAST CONCRETE HEADWALL	8	EA	$2,703.40	$21,627.20	$4,000.00	$32,000.00	$3,000.00	$24,000.00
25	D-752	STORMWATER CHECK VALVE	8	EA	$8,575.30	$68,602.40	$5,100.00	$40,800.00	$6,000.00	$48,000.00
26	T-901	SEEDING	6	AC	$2,323.20	$13,939.20	$3,400.00	$20,400.00	$2,400.00	$14,400.00
27	T-908	MULCHING	6	AC	$1,905.60	$11,433.60	$3,400.00	$20,400.00	$1,400.00	$8,400.00
28	L-125	ADJUST EXISTING RUNWAY/TAXIWAY BASE MOUNTED LIGHT	58	EA	$1,031.10	$59,803.80	$1,100.00	$63,800.00	$800.00	$46,400.00
		TOTAL BASE BID AMOUNT				**$2,920,387.40**		**$2,986,570.00**		**$2,825,400.00**

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

J. Andrew Shook 7/10/24

TALBERT BRIGHT & ELLINGTON, INC. DATE

BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
WORK AUTHORIZATION 24-01
July 11, 2024
PROJECT NO.: TBI NO. 2119-2401

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work: The scope of the project is to rehabilitate Runway 7-25 at Beaufort Executive Airport. The bid documents include a bituminous concrete overlay of the existing runway pavement. Also included will be variable depth pavement milling; new pavement markings; shoulder buildup along the new overlay pavement edge; required edge light elevation adjustments adjacent to the new overlay pavement edge; required sediment and erosion control measures; and new below grade underdrains. The approximate limits of the overlay work areas are depicted on the project sketch within this Work Authorization.

Construction Administration (CA), resident project representative (RPR), and quality assurance (QA) testing services for the runway pavement rehabilitation project will be performed as part of this Work Authorization. The CA services will include the following: coordinating and conducting the preconstruction meeting; preparing and distributing preconstruction minutes; coordinate project schedule; review submittals; attend and conduct bi-weekly construction meetings; review and coordinate field changes; review QA test results; process requests for partial payments; attend final inspection; prepare the final punch list; develop project record drawings; prepare the final Engineer's Report. TBE will provide a full-time RPR throughout the entirety of the project. This RPR will be on-site at all times that the contractor is performing work.

TBE will assist with/prepare FAA grant fund requests and quarterly status reports for execution by the Airport staff. TBE will also assist with/prepare grant closeout documentation required by the FAA for this project.

BASIC SERVICES

CONSTRUCTION PHASE:
The construction phase services for this project includes preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, coordinating and conducting the Preconstruction Conference meeting and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general

construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record drawings, assist Beaufort Executive Airport with Grant Closeout and prepare Grant closeout paperwork.

The intended deliverables for these services shall include:

- PDF versions of Released For Construction (RFC) plans and specifications.
- PDF versions of record drawing plan sheets and specifications.
- PDF version of final Engineer's Report

SPECIAL SERVICES

Task 1 – Full-Time Resident Project Representative (RPR)
A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with "Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative" of the Master Contract.

Task 2 – Quality Assurance Testing
Quality assurance and acceptance testing required by the project specifications for this project will be provided. Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout.

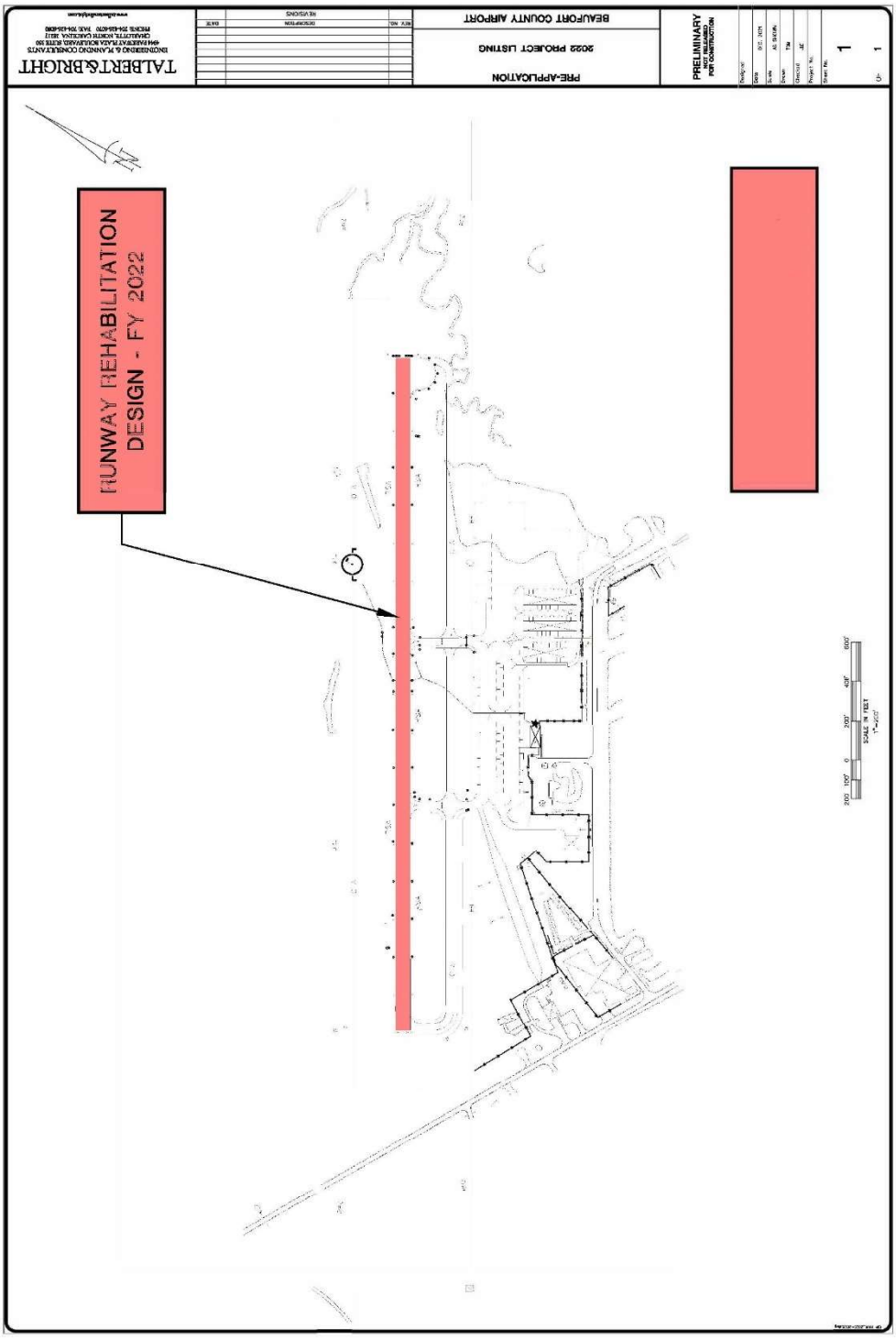
Task 3 – A-Built Survey
An as-built survey for this project will be provided.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 – Compensation of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **$80,527.00** including expenses. Special services shall be performed on a not to exceed basis with a budget of **$134,203.00**, which includes reimbursable expenses. For a total of **$214,730.00**.

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED: BEAUFORT COUNTY	**APPROVED:** TALBERT, BRIGHT & ELLINGTON, INC.
	Vice President
Title	Title:
Date:	Date:
Witness:	Witness:


RUNWAY REHABILITATION
DESIGN - FY 2022
PRE-APPLICATION
BEAUFORT COUNTY AIRPORT
PRELIMINARY
NOT RELEASED FOR CONSTRUCTION
TALBERT&BRIGHT

SUMMARY OF FEES

RUNWAY 7-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
FAA PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2401

July 11, 2024

DESCRIPTION		ESTIMATED
BASIC SERVICES		
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	$	-
DESIGN PHASE (04)	$	-
BIDDING PHASE (05)	$	-
CONSTRUCTION ADMINISTRATION PHASE (06)	$	77,702.00
SUBTOTAL	$	77,702.00
EXPENSES	$	2,825.00
SUBCONSULTANTS	$	63,293.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	$	70,910.00
SUBTOTAL	$	137,028.00
TOTAL	$	214,730.00

MANHOUR ESTIMATE

RUNWAY 7-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
FAA PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2401

July 11, 2024
CONSTRUCTION ADMINISTRATION PHASE (06)

DESCRIPTION	PRIN $ 290	SPM $ 250	PM $ 230	SP $ 171	E5 $ 185	E2 $ 120	AD5 $ 90	T5 $141
Award contract and prepare RFC documents	0	6	4	0	4	0	0	8
Coordinate with subconsultants	4	16	4	0	16	0	0	0
Coordinate/ conduct preconstruction	0	8	0	0	0	0	0	0
Preconstruction minutes	0	2	0	0	0	0	0	0
Coordinate project schedule	0	6	0	0	0	4	0	0
Coordinate submittals	0	16	0	0	0	24	0	0
Construction visits	0	24	0	0	0	8	0	0
Construction observation reports	0	6	0	0	0	2	0	0
Review/coordinate field changes	2	12	4	0	0	8	0	4
Construction correspondence	4	8	8	2	0	4	0	0
Grant administration	0	12	40	8	0	0	0	0
Process requests for partial payment	0	16	0	8	0	0	0	0
Review test results/PWL calculations	0	20	0	28	0	0	0	0
Final inspection	0	10	0	0	8	0	0	0
Develop record drawings & Final Report	0	8	0	0	0	0	4	12
MANHOUR TOTAL	10	164	56	46	24	50	4	16

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	$ 290	10	$ 2,900
Senior Project Manager	SPM	$ 250	164	$ 41,000
Project Manager	PM	$ 230	56	$ 12,880
Senior Planner	SP	$ 171	46	$ 7,866
Engineer V	E5	$ 185	24	$ 4,440
Engineer II	E2	$ 120	50	$ 6,000
Admin. Assistant V	AD5	$ 90	4	$ 360
Technician V	T5	$ 141	16	$ 2,256
		Total	370	
SUBTOTAL				*$ 77,702.00*

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	ESTIMATED COST
Telephone	LS	$ 150.00	1	$ 150.00
Postage	LS	$ 125.00	1	$ 125.00
Miscellaneous expenses (prints, faxes, copies)	LS	$ 750.00	1	$ 750.00
Travel	LS	$1,800.00	1	$ 1,800.00
SUBTOTAL				*$ 2,825.00*

MANHOUR ESTIMATE

RUNWAY 7-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
FAA PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2401

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Quality Acceptance Testing	LS	$25,955.00	1	$ 25,955.00
As-Built Survey	LS	$29,338.00	1	$ 29,338.00
Ward Edwards CA of drainage	LS	$8,000.00	1	$ 8,000.00
SUBTOTAL				*$ 63,293.00*

TOTAL CONSTRUCTION ADMIN. COST: $ 143,820.00

MANHOUR ESTIMATE

RUNWAY 7-25 PAVEMENT REHABILITATION
BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
FAA PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2401

July 11, 2024
RESIDENT PROJECT REPRESENTATIVE (PHASE 51)
CALENDAR DAYS 45

DESCRIPTION	RPR
	$ 118
Project review	16
Site mobilization	8
On site inspection	412
Final inspection	16
Follow up inspection	40
Site demobilization	8
MANHOUR TOTAL	500

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
RESIDENT ENGINEER	RPR	$ 118	500	$ 59,000
		Total	500	
SUBTOTAL				*$ 59,000.00*

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	$ 100	1	$ 100.00
Postage	LS	$ 100	1	$ 100.00
Miscellaneous expenses (prints, faxes, copies, photos)	LS	$ 250	1	$ 250.00
Travel	LS	$ 300	1	$ 300.00
SUBTOTAL				*$ 750.00*

PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
DAILY PER DIEM	PD	$ 248	45	$ 11,160
		Total	45	
SUBTOTAL				*$ 11,160.00*

TOTAL INSPECTION COST: $ 70,910.00

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND STEVENS AEROSPACE AND DEFENSE SYSTEMS

MEETING NAME AND DATE:

Public Facilities & Safety Committee – August 19, 2024

PRESENTER INFORMATION:

Jon Rembold, Airports Director

5 minutes

ITEM BACKGROUND:

The Airports Board reviewed and approved the resolution at its monthly meeting held on August 15, 2024.

PROJECT / ITEM NARRATIVE:

Stevens Aerospace and Defense Systems engages in the business of airplane maintenance. Operator may engage in the following specific activities and services:

(a) Aircraft AOG/Line/Scheduled Maintenance

FISCAL IMPACT:

Beaufort County/Hilton Head Island Airport will receive Ramp Access fee of $150.00 for each AOG service request.
This agreement will produce revenue for the airport at no cost to the airport

STAFF RECOMMENDATIONS TO COUNCIL:

Approve the resolution for a non-tenant commercial operating agreement between Beaufort County and Stevens Aerospace and Defense Systems and forward to County Council for approval

OPTIONS FOR COUNCIL MOTION:

Motion to approve /deny the resolution for a Non-Tenant Commercial Operating Agreement between Beaufort County and Stevens Aerospace and Defense Systems.

Next step: County Council Meeting – August 26, 2024

Approved by S Parry 8/5/24

RESOLUTION NO. 2024/____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND STEVENS AEROSPACE AND DEFENSE SYSTEMS

WHEREAS, the Hilton Head Island Airport ("Airport") desires to enter into a Non-tenant Commercial Operating Agreement with Stevens Aerospace and Defense Systems ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Aircraft Maintenance and desires to use certain areas and facilities owned by Beaufort County ("County") and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, the County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Non-tenant Commercial Operating Agreement with Stevens Aerospace and Defense Systems on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Non-tenant Commercial Operating Agreement with Stevens Aerospace and Defense Systems on the same, or substantially similar, terms as set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

NON-TENANT COMMERCIAL OPERATING AGREEMENT

This Non-Tenant Commercial Operating Agreement (the "Agreement") is entered into by and between the County of Beaufort, a political subdivision of the State of South Carolina, as the governing body of the Hilton Head Island Airport, a body politic and corporate, existing under and by virtue of the laws of the State of South Carolina ("County"), and **Stevens Aerospace and Defense Systems** (the "Operator"), having its principal office at 600 Delaware St; Greenville, SC 29605.

WITNESSETH:

WHEREAS, County is the owner and operator of the Hilton Head Island Airport (the "Airport") located at 120 Beach City Road, Hilton Head Island, South Carolina 29926; and

WHEREAS, Operator is engaged in the business of **AIRCRAFT MAINTENANCE** and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

ARTICLE I
TERM

The term of this Agreement shall commence on 1 September 2024 ("Date of Commencement") and shall end on 31 August 2025.

After that time, this Agreement may be renewed up to four (4) additional, one (1) year terms after the initial term, unless thirty (30) days prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

ARTICLE II
USES AND PRIVILEGES

The County hereby grants to Operator, subject to all the terms and conditions of this Agreement the following rights, uses, and privileges:

1. Scope of Privilege. The Operator shall only have the non-exclusive right and privilege to access the Airport to provide **AIRCRAFT MAINTENANCE**. Operator understands

and agrees that it shall not engage in any other business at the Airport under this Agreement. Operator acknowledges that no right or privilege has been granted to Operator which would operate to prevent any person, firm or corporation from operating an aircraft on the Airport. It is not the intent of this Agreement to grant to Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. County reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Operator.

Operator may engage in the following specific activities and services:

(a) Aircraft AOG/Line/Scheduled Maintenance

Any other activity to be engaged in by Operator will require advance written permission from County and any unauthorized activity by Operator is grounds for immediate termination of this Agreement.

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator and employees, access to public areas and public facilities at the Airport and the privilege of restricted Airport access, ingress and egress governed by regulations set forth in Federal Aviation Administration (FAA) Federal Aviation Regulation (FAR) Part 139, Certification and Operation of Airports, TSA Part 1542, and the Airport Security Program. To enter upon or use the Airport or any part thereof is conditioned upon compliance with these Rules and Regulations. Entry upon or onto the Airport by any person shall constitute an agreement by such person to comply with Rules and Regulations.

The ingress and egress provided for above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act of furnishing any service for or on behalf of Operator that Operator is not authorized to engage in or perform under the provisions hereof unless expressly authorized by County.

County shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Operator's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Operator and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Operator's obligations under this Agreement.

Operator agrees that there shall be no restrictions or interference with public use and access of any public facilities.

ARTICLE III
CHARGES AND FEES

1. Manner and Extent of Payment. Commencing with the Date of Commencement, the Operator, in return for use of the Airport facilities and privileges granted hereunder, agrees to pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise: **RAMP ACCESS FEE OF $150.00 FOR EACH AOG SERVICE REQUEST.**

(a) All payments herein are to be made in lawful money of the United States of America and are payable to: **Beaufort County Council, Hilton Head Island Airport**

Mail to: Airport Director, Hilton Head Island Airport
26 Hunter Rd.
Hilton Head Island, SC 29926

2. Delinquent Charges or Fees. Without waiving any other right or action available to County in the event of default in payment of charges or fees hereunder, in the event that Operator is delinquent for a period of fifteen (15) days or more after invoice in paying to County any charge or fee payable to County pursuant to this Agreement, Operator shall pay to County interest thereon at the rate of eighteen (18%) percent per annum from the date such item was due and payable until paid.

In the event County retains counsel to collect any sums owing to it from Operator, Operator agrees to pay to County the sums expended by County on account of the retention of such counsel as well as court costs and expenses incurred by County, including all direct salary costs, materials, supplies, and administrative overhead.

ARTICLE IV
PERFORMANCE AND SERVICE STANDARDS

1. Personnel. Operator shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired, with uniforms in such instances as are appropriate. No personnel employed by Operator while on or about the Airport shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

ARTICLE V
INSURANCE

1. Operator shall carry, during the term of this Agreement or any extension hereof, the liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve Operator of any of its obligations under this Agreement.

2. Operator shall, upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way of limitation, comprehensive general liability coverage and shall be in not less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that County will be given not less than thirty (30) days' notice prior to the cancellation or change of any of the provisions provided by said policies. The comprehensive general liability policies shall include contractual liability coverage and shall make reference to this Agreement. Such policies shall name County as an additional insured and Operator shall cause a certificate of insurance to be furnished to County evidencing such insurance coverage prior to Operator's use of the Airport pursuant to the terms of this Agreement. The following statement is required on the face of the insurance certificate: "Beaufort County, its officials, servants, agents and employees are named as additional insured." In the event County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, Operator shall, immediately obtain and provide County with certificates evidencing the re-establishment of the insurance coverage required hereby.

3. The minimum limits of coverage shall be as follows:

a. Commercial General Liability Insurance including, but not limited to, Personal Injury, Broad Form Contractual and Broad Form Property Damage (per accident). Combined Limit: One Million Dollars ($1,000,000) per occurrence.
b. Automobile Liability ($1,000,000)
c. Worker’s Compensation – As required by SC law

Please ensure that the certificate holder is listed as Beaufort County (not the department name), PO Box 1228, Beaufort, SC 29902

Evidence of current coverage is to be kept on file with the airport.

4. Insofar as said commercial general liability insurance provides protection against liability for damages to third parties for personal injury, death and property damage, County shall be included as a named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to County owned or leased property and County personnel, and caused by, or resulting from work, acts, operations, or omissions of Operator, its

officers, agents, employees, and independent contractors on the Airport. County shall have no liability for any premiums charged for such coverage, and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venturer with Operator in its operations on the Airport.

ARTICLE VI
INDEMNIFICATION

Operator agrees to indemnify and hold harmless County from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents, servants, employees or independent contractors of Operator or County, by reason of death or injury to persons or loss or damage to property, resulting from Operator's operations or acts or omissions of Operator's agents, servants, employees, officers, contractors, or anything done or omitted by Operator, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the negligent acts or omissions of County or its agents or employees.

ARTICLE VII
EQUIPMENT, LICENSES, PERMITS AND SUPPLIES

Operator will provide all its own equipment, licenses, permits and supplies if applicable. If a license, registration or permit of any kind is required of the Operator, its employees, agents or subcontractors, by federal or state law, Operator warrants that such license, registration or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

ARTICLE VIII
RULES, REGULATIONS AND ORDINANCES

Operator shall observe and obey all lawful and reasonable Rules, Regulations and Ordinances promulgated, from time to time during the term hereof, by County governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations and Ordinances adopted, shall be available to Operator.

ARTICLE IX
MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

2. Governing Law and Venue. This Agreement is made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South

Carolina. Venue for any litigation arising from this Agreement is to be in the Circuit Court for Beaufort County, South Carolina.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and registration fees prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

AS TO COUNTY:
Airport Director
26 Hunter Road
Hilton Head Island, SC 29926

With a Copy to:
Beaufort County Staff Attorney
P. O. Drawer 1228
Beaufort, SC 29901-1228

With a Copy to:
Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

AS TO OPERATOR:

With a Copy to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns where permitted.

Company Financial Billing Contact(s):

Name:
Address:
Telephone:
E-mail:

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest dated of execution as noted below.

ATTEST:

_____

_____

BEAUFORT COUNTY

By:_____
, County Administrator

Date:_____

ATTEST:

_____

_____

OPERATOR:

By:_____
Printed Name:_____
Title:_____

Date:_____

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMENDATION TO ACCEPT FAA AIP GRANT IN THE AMOUNT OF $325,769 FOR ST. JAMES BAPTIST CHURCH RELOCATION ENVIRONMENTAL DOCUMENTATION PHASE I - CONTINGENT UPON FINAL FAA OFFER

MEETING NAME AND DATE:

Public Facilities and Safety Committee; August 19, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

Over the years, the church has been asked several times to consider relocating from its current location to a site outside of the Runway 03/21 runway protection zone and approach and departure surfaces. Over the last 3 years, the deacons of the church, Beaufort County, and the Town of Hilton Head Island have worked together to assemble a team and manage the project. This environmental work is required as part of the FAA grant process.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on July 18, 2024.

PROJECT / ITEM NARRATIVE:

Phase I of this project includes preparing environmental documentation to determine the potential impacts on the human and natural environment and efforts to avoid, minimize, and mitigate these impacts. The scope of work also achieves additional objectives, including environmental inventory, evaluation, and analysis; state, federal, and local agency coordination; draft and final environmental documentation; and a public workshop (if necessary). All of these items are required as part of the National Environmental Policy Act.

FISCAL IMPACT:

The AIP program provides 90% of the project funding ($325,769), and airport operations will fund 10% ($36,197.03).

Grant Expenditures - GL Code 5402-90-0000-57130 (This line item provides initial funding since all grants are reimbursable)

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA AIP Grant in the amount of $325,769 for St. James Baptist Church Relocation Environmental Documentation Phase I – contingent upon final FAA offer

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny acceptance of FAA AIP Grant in the amount of $325,769 for St. James Baptist Church Relocation Environmental Documentation Phase I – contingent upon final FAA offer

Move forward to Council for Approval on September 9, 2024

RESOLUTION 2024/_____

A RESOLUTION TO ACCEPT FAA AIRPORT IMPROVEMENT PROJECT GRANT (AIP) FOR ST. JAMES BAPTIST CHURCH RELOCATION ENVIRONMENTAL DOCUMENTATION PHASE I - CONTINGENT UPON FINAL FAA OFFER

WHEREAS, St. James Baptist Church (SJBC), located at 209 Dillon Road, Hilton Head Island, SC 29926, meets the five requirements set forth in the National Register Bulletin (NRB) for significance as a Traditional Cultural Property (TCP); and

WHEREAS, SJBC is located within the Hilton Head Island Airport Runway 03/21 runway protection zone and approach and departure surfaces; and

WHEREAS, SJBC is considering relocating from its current location to a site outside of the Runway 03/21 runway protection zone and approach and departure surfaces.; and

WHEREAS, Phase I of this project would include preparing environmental documentation to determine the potential impacts on the human and natural environment and efforts to avoid, minimize, and mitigate these impacts.; and

WHEREAS, Phase I achieves additional objectives, including environmental inventory, evaluation, and analysis; state, federal, and local agency coordination; draft and final environmental documentation; and a public workshop (if deemed necessary).

WHEREAS, the total FAA grant is $325,769; and

WHEREAS, the FAA grant will provide 90% of the total project cost, and airport operations will fund 10%.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept FAA AIP Grant Funding for St. James Baptist Church Relocation Environmental Documentation Phase I.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Approved by S Parry 7/24/2024

Item 16.

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☐ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: HXD

5a. Federal Entity Identifier: 3-45-0030-XXX-2024

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Beaufort County, South Carolina

*b. Employer/Taxpayer Identification Number (EIN/TIN): 57-6000311

*c. UEI: XFSKWHHQMF58

d. Address:

*Street 1: 120 Beach City Road
Street 2:
*City: Hilton Head Island
County/Parish: Beaufort
*State: SC
*Province:
*Country: USA: United States
*Zip / Postal Code 29926-0000

e. Organizational Unit:

Department Name: Department of Airports

Division Name: Hilton Head Island Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Jonathan
Middle Name: P
*Last Name: Rembold
Suffix:

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 843-2552952 Fax Number: 843-255-9434

*Email: jrembold@bcgov.net

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Town of Hilton Head Island, Beaufort Coutny, South Carolina

***15. Descriptive Title of Applicant's Project**:

St. James Baptist Church Relocation Environmental Documentation Phase I
Independent Fee Estimate (IFE)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: SC-001 *b. Program/Project: SC-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2024 *b. End Date: 09/30//2025

18. Estimated Funding ($):

*a. Federal	325769
*b. Applicant	36197.03
*c. State	0
*d. Local	0
*e. Other	0
*f. Program Income	0
*g. TOTAL	361966.03

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jonathan

Middle Name: P

*Last Name: Rembold

Suffix:

*Title: Director of Airports

*Telephone Number: 843-255-2952 Fax Number: 843-255-9424

* Email: jrembold@bcgov.net

*Signature of Authorized Representative: Jon Rembold, C.M. Digitally signed by Jon Rembold, C.M. Date: 2024.06.14 15:44:31 -04'00' *Date Signed: 6/14/2024

HILTON HEAD ISLAND AIRPORT (HXD)
PROGRAM NARRATIVE

3-45-0030-XXX-2024

St. James Baptist Church Relocation Environmental Documentation Phase I: St. James Baptist Church is located at 209 Dillon Road. The first of three buildings on the lot was constructed in 1886 as a missionary branch of the nearby First African Baptist Church; this building later burned at an unknown date. A subsequent church building was constructed and organized as the St. James Baptist Church, though it too later fell into disrepair and was demolished. The current St. James Baptist Church building was built in 1972 and substantially renovated in 2005. The Cherry Hill School is located at 210 Dillon Road and was constructed in 1934. The building is currently owned by the St. James Baptist Church, located directly across Dillon Road. In 1954, a larger public school was constructed for African-American children, and the St. James Baptist Church congregation purchased the school building in 1961 for use as a community gathering space. The Cherry Hill School is located within the boundary of the Mitchelville/Fish Haul archaeological site, previously listed on the NRHP. It was suggested that the NRHP listing should be revised to include the Cherry Hill School as a contributing building to the Mitchelville NRHP site.

In addition, the St. James Baptist Church property meets the five requirements set forth in National Register Bulletin (NRB) 38[1] for significance as a Traditional Cultural Property (TCP). The church property is a tangible place, is important to the Gullah community today, has been important to the Gullah cultural group for over 100 years, and has definable boundaries (in this case, the current real property legal boundary). Although the St. James Baptist Church building does not retain integrity of design, materials, or workmanship due to modern alterations, the overall property retains its integrity of relationship and condition as a TCP.

Over the years, the church has been asked several times to consider relocating from its current location to a site outside of the Runway 03/21 runway protection zone and approach and departure surfaces. To date, members of the congregation has refused to move. However, recently deacons of the church have approached both Beaufort County and the Town of Hilton Head Island in reference to moving their facility to site next to the Church's cemetery on Union Church Road outside of the runway protection zone and approach and departure surfaces.

[1]U.S. Department of the Interior National Park Service Cultural Resources National Register, History and Education (1990; Revised 1992; 1998), "National Register Bulletin 38, Guidelines for Evaluating and Documenting Traditional Cultural Properties."

HILTON HEAD ISLAND AIRPORT (HXD)
PROGRAM NARRATIVE

3-45-0030-XXX-2024

Phase I of this project would include the preparation of environmental documentation to determine the potential impacts on the human and natural environment, as well as efforts to avoid, minimize, and mitigate these impacts.

Estimated Cost: $359,316.03

FAA Cost: $323,384.00

Independent Fee Estimate (IFE): In accordance with FAA Advisory Circular (AC) 150/5100-14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (September 30, 2014), Sponsors must perform independent fee estimates. The AC states that if a contract is greater than $100,000, a detailed fee analysis is required. Based on the AC requirement, Beaufort County performed IFE's for the following contract:

- St. James Baptist Church Relocation Environmental Documentation Phase I – $2,650.00

Estimated Cost: $2,650.00

FAA Cost: $2,385.00

Project	Total	Federal	State	Local
St. James Baptist Church Relocation Environmental Documentation Phase I	$359,316.03	$323,384.00	$0.00	$35,932.03
Independent Fee Estimate (IFE)	$2,650.00	$2,385.00	$0.00	$265.00
TOTAL	**$361,966.03**	**$325,769.00**	**$0.00**	**$36,197.03**

HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 23-04
June 13, 2024
PROJECT NO.: TBE NO. 2119-2304

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work Authorized: St. James Baptist Church is located at 209 Dillon Road. The first of three buildings on the lot was constructed in 1886 as a missionary branch of the nearby First African Baptist Church; this building later burned at an unknown date. A subsequent church building was constructed and organized as the St. James Baptist Church, though it too later fell into disrepair and was demolished. The current St. James Baptist Church building was built in 1972 and substantially renovated in 2005. The Cherry Hill School is located at 210 Dillon Road and was constructed in 1934. The building is currently owned by the St. James Baptist Church, located directly across Dillon Road. In 1954, a larger public school was constructed for African-American children, and the St. James Baptist Church congregation purchased the school building in 1961 for use as a community gathering space. The Cherry Hill School is located within the boundary of the Mitchelville/Fish Haul archaeological site and was listed on the National Register of Historic Places (NRHP) on November 21, 2012.

In addition, the St. James Baptist Church property meets the five requirements set forth in National Register Bulletin (NRB) 38[1] for significance as a Traditional Cultural Property (TCP). The church property is a tangible place, is important to the Gullah community today, has been important to the Gullah cultural group for over 100 years, and has definable boundaries (in this case, the current real property legal boundary). Although the St. James Baptist Church building does not retain integrity of design, materials, or workmanship due to modern alterations, the overall property retains its integrity of relationship and condition as a TCP.

Over the years, the church has been asked several times to consider relocating from its current location to a site outside of the Runway 03/21 runway protection zone and approach and departure surfaces to Hilton Head Island Airport. To date, members of the congregation have refused to move. However, recently deacons of the church have approached both Beaufort County and the Town of Hilton Head Island in reference to

[1]U.S. Department of the Interior National Park Service Cultural Resources National Register, History and Education (1990; Revised 1992; 1998), "National Register Bulletin 38, Guidelines for Evaluating and Documenting Traditional Cultural Properties."

moving their facility to site next to the Church's cemetery on Union Church Road outside of the runway protection zone and approach and departure surfaces. This request to relocate the church was elevated by the congregation to the United States Secretary of Transportation.

This resulted in a visit to the church by the Associate Administrator of Airports for the Federal Aviation Administration (FAA) on September 8, 2023. Based on the visit and ongoing correspondence between Beaufort County, Town of Hilton Head Island, FAA and the church, environmental analysis of the relocation site will be included in the environmental documentation.

This work authorization presents Talbert, Bright & Ellington, Inc.'s (TBE) scope of services relating to the preparation of an environmental assessment (EA) for the previously described project.

In fulfilling this scope of work, numerous objectives will be achieved including environmental inventory, evaluation, and analysis; state, federal, and local agency coordination; draft and final environmental documentation; and a public workshop (if deemed necessary). The environmental documentation will be prepared in accordance with the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015). The Federal Aviation Administration (**FAA**) has agreed to review and approve the documentation.

It is the intent of this environmental assessment (EA) process to review no more than three build alternatives, in addition to the no build alternative. Determination of potential impacts to water quality, the unknown extent of wetlands or jurisdictional waters of the United States, impact on adjacent residential development from noise, and possible controversial development because of adjacent neighborhood, are issues that will be addressed during the preparation of this EA.

The following tasks are required to achieve the aforementioned output.

TASK 1: PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination and consultation with the **COUNTY**, in order to create a chart of activities and a milestone schedule. These

two items will provide the **COUNTY** and **TBE** with a sequential scheme of events and the anticipated dates to achieve the project goals.

ASSUMPTIONS:

1. *For budgeting purposes, it was assumed that the project should take **6** months to perform the necessary field work, not including review by resource and regulatory agencies and public review or coordination with the South Carolina State Historic Preservation office (SCSHPO) or Advisory Council on Historic Preservation (ACHP).*
2. *If additional field work is required by the resource agencies (for example, a Phase II Cultural Resources Survey), the schedule below will be modified under a contract amendment.*

Work Item	Time (Days)	Cumulative Time (Days)
Notice to Proceed	0	0
Scoping Meeting	1	1
Field Work	45	46
Document Preparation/In-house Review	60	101
FAA/Client Review	TBD	TBD
Draft Document Finalization	30	131

DELIVERABLES:

1. *A flow chart of activities and milestone schedule.*
2. *Attendance at three (3) meetings, not including the public workshop and public information meetings or meeting with the SCSHPO or ACHP.*

A. PUBLIC INFORMATION MEETINGS – Public information meetings will be scheduled at the beginning of the project to inform the public of the purpose of the project and after the noise analysis has been completed. Each meeting will utilize an informal/open house format for a period of two hours to maximize the opportunity for interested citizens to participate. The meeting will be publicized via the Hilton Head Airport web site and media. TBE will provide handouts, display boards, sign-in sheets, and comment forms, as well as a recorder for oral comments.

ASSUMPTIONS:

1. *Two (2) public information meetings will be conducted.*
2. *Four (4) TBE team members will attend each meeting.*
3. *Beaufort County will handle meeting logistics (location, advertising for meetings, etc.).*

DELIVERABLES:

1. *Handouts (200 per meeting for a total of 400), displays (maximum of 8, four (4 per meeting), sign-in sheets (one [1] set per meeting for a total of four [4]), comment forms (200 per meeting for a total of 400).*
2. *A summary of each meeting, copy of comments received, and transcript of recorded comments.*

TASK 2: STATE, FEDERAL, AND LOCAL AGENCY COORDINATION

Coordination will include ongoing public relation activities to ensure that the agencies are kept informed of the project's progress. Activities to be conducted for this task are as follows:

A. Continuing research and communication with state, federal, and local environmental agencies.

B. Preparation of a scoping letter for federal, state, and local agencies advising of the **COUNTY**'s intent to proceed with the preparation of an environmental assessment.

ASSUMPTIONS:

1. ***FAA** will review and approve the scoping letter prior to issuance to state, federal, and local environmental agencies*
2. *A scoping meeting with state, federal, and local agencies will not be held.*
3. *One (1) scope meeting will be held with the SCSHPO.*
4. ***TBE** will maintain the written communication records and records of verbal communications/meetings.*

DELIVERABLE:

1. ***TBE** will prepare the scoping letter.*
2. *A scoping meeting with state, federal, and local agencies will not be held.*

TASK 3: ENVIRONMENTAL INVENTORY, EVALUATION, AND ANALYSIS

The environmental inventory, evaluation, and analysis will be conducted in accordance with the requirements of the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F

– *Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015).

Prior to initiation of the environmental analysis, **TBE** will notify the **COUNTY** and **FAA** of agency concerns resulting from the project agency early coordination process. The required level of detail for each environmental issue will also be discussed. Existing data will be collected from the appropriate agencies; and, through field and map examination, data will be analyzed, and used to determine the potential impacts of the proposed project. Mitigation measures, including avoidance and minimization options, will be investigated for impacts (unless herein noted otherwise).

A. AIR QUALITY – Coordination with the South Carolina Department of Health and Environmental Control Division of Air Quality (SCDHEC-DAQ) to determine whether an air quality analysis and/or air quality permit shall be required, as well as a request for air quality conformity. Using the Aviation Emissions and Air Quality Handbook and required FAA Aviation Environmental Design Tool (AEDT) 2c, potential air quality impacts due to construction will be analyzed to determine general conformity with de minimis emission levels.

ASSUMPTIONS:

1. *Beaufort County is considered an attainment area for National Ambient Air Quality Standards (NAAQS) pollutants.*
2. *FAA Emissions and Dispersion Modeling System (EDMS) input and emission levels for the proposed project will not be prepared.*
3. *FAA Aviation Environmental Design Tool (AEDT) 2c will be used to determine potential construction impacts to air quality.*
4. *No monitoring of existing air quality or modeling will be performed as part of this scope of services.*

B. BIOLOGICAL RESOURCES –

1. **Biotic Communities** – A survey of biotic communities that may be affected directly or indirectly by the proposed project will be performed. This survey will be performed in conjunction with Task B.2 – Endangered and Threatened Species of Flora and Fauna. A brief description of the biotic communities will be prepared for inclusion in the environmental document.

2. **Endangered and Threatened Species of Flora and Fauna** – Reference information on threatened, endangered, and other rare species and critical habitats, as listed by the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS), will be reviewed. Utilizing the reference

information collected, field investigations will be conducted to identify habitat that may support the listed species. The location of previously sighted species, critical habitat, and habitat suitable for the legally protected species will be identified on an overlay map. A Section 7 (Endangered Species Act) Biological Assessment will be prepared and forwarded to USFWS and NMFS in conjunction with the draft environmental document regardless of species present. Final agency concurrence with the results of the biological assessment and required mitigation measures will be summarized in the final environmental document, as required.

ASSUMPTION:

1. *The site will be visited twice by an experienced biologist, for plant flowering periods.*
2. *The results of the biological assessment will be submitted to the USFWS for concurrence.*
3. *Should it be determined by USFWS that additional site visits will be necessary; these will be performed under a contract amendment.*

C. CLIMATE – In response to Executive Order 13514 Focused on Federal Leadership in Environmental, Energy, and Economic Performance (October 5, 2009), the CEQ developed Federal Greenhouse Gas Accounting and Reporting Guidance (October 6, 2010), which serves as the federal government's official greenhouse gas (GHG) reporting protocol. GHGs result primarily from combustion of fuels, and there is a direct relationship between fuel combustion and metric tons of carbon dioxide (CO2). A discussion of potential impacts will be provided.

ASSUMPTION:

1. *No modeling will be performed as part of this scope of services.*

D. COASTAL RESOURCES –

1. **Coastal Zone Management Program** – Because the study area is located in the South Carolina Coastal Zone, coordination will be conducted with the SCDHEC Office of Coastal Resource Management (OCRM) to ensure consistency with the *South Carolina Coastal Management Program*. In particular, potential direct or indirect impacts to the designated critical areas will be identified. Mitigation measures will be investigated and summarized as necessary. During the preparation of the final environmental document, a final mitigation plan will be prepared, if deemed necessary.

2. **Coastal Barriers** – Coastal barriers protected under the Coastal Barrier Resource Act will be identified. In addition, early coordination will be conducted with the review agencies to identify potential impacts and mitigative measures, if necessary.

E. DEPARTMENT OF TRANSPORTATION ACT, SECTION 4(f) – An early inventory will be conducted to determine the presence of Section 4(f) properties (i.e., parks, recreation areas, wildlife and waterfowl refuges, and/or historic and archaeological sites).

F. FARMLAND – Soil data (prime, unique, and statewide important) will be evaluated. Information will be submitted on Form AD-1006, Farmland Conversion Impact Rating, Land Evaluation – Site Assessment, to the NRCS for review and comment. Based on the response from the NRCS, an estimate of direct and indirect impacts will be determined on: (1) number of acres that will be directly displaced; (2) areas where agricultural and timberland operations may be disrupted; and (3) indirect effects, such as those related to changes in land use.

1. **Soils** – A soils map of the site will be prepared. Descriptions of each of the soils indicated and their development limitation will be provided. Information regarding the need for potential fill material and clearing and grading will be determined.

ASSUMPTIONS:

1. *Construction requirements (such as, but not limited to, excavation and fill amounts) will be based on preliminary schematics and preliminary engineering.*
2. *Soils will be identified using U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) mapping*
3. *Geotechnical investigation of existing soil conditions will not be performed.*

G. HAZARDOUS MATERIALS, SOLID WASTE, AND POLLUTION PREVENTION –

1. **Hazardous Materials/Waste Sites** – A Level I Environmental Site Assessment will be conducted to include a thorough review of the history (50-year maximum) of the proposed project to identify environmental concern for contamination or liability from hazardous materials. In addition, a review of published data and a physical site inspection will be conducted. Documentation of investigation methods used, results obtained (e.g., site overview, site history, regulatory compliance history, site features, and site

walkover survey), and a summary of findings and recommendations for further investigation, if necessary, will be provided.

ASSUMPTIONS:

1. *No subsurface investigations will be conducted.*
2. *A Level II - Environmental Site Assessment will not be conducted.*
3. *The Phase I ESA performed for the EA will be used for the purchase of the SJBC property.*

2. **Solid Waste Impact** – Proposed development, which relates only to airfield development (runways, taxiways, and related items), will not normally include any direct relationship to solid waste collection, control, or disposal other than that associated with the construction itself.

3. **Pollution Prevention** – Agencies are required to comply with applicable pollution control standards, in the prevention, control, and abatement of environmental pollution; and consult with the federal, state, and local agencies concerning the best techniques and methods available for the prevention, control, and abatement of environmental pollution. Pollution prevention strategies should be outlined in the Airport's Stormwater Pollution Prevention Plan and Spill Prevention, Control, and Countermeasures Plan. These strategies will be discussed.

H. HISTORIC, ARCHITECTURAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES – A cultural resources survey, to determine the nature and distribution of historical, archaeological, and architectural resources within the study area, will be conducted. This survey will attempt to identify cultural resources and evaluate identified resources for their potential to meet the criteria of significance of the National Register of Historic Places (NRHP). This investigation will involve thorough background research and limited field investigations that will include, at a minimum, a photo-inventory of structures that are likely to be impacted (physically or aesthetically) and that appear to be at least 50 years old. In addition, sufficient information to complete a Standing Structures Form will be collected for each historic structure. This information will provide the basis for the evaluation of the structure with respect to the criteria of significance of the NRHP.

The cultural resources survey will meet the guidelines set forth by the State Historic Preservation Office (SHPO). The background research is designed to provide a description of the kinds of cultural resources likely to be present in the study area. In addition, this research will outline those aspects of the cultural heritage, evident in the study area, which are significant in the development of

the region. This information is necessary to properly evaluate the eligibility of an identified cultural resource for the NRHP. This research will involve the review of historic maps of the region and reports on file with the SHPO and other cultural resource agencies. Field inspection will be limited; a historic-architectural survey team will examine standing structures within the study area and an archaeological team will perform a cursory overview of the study area in search of prehistoric, archaeological, and paleontological resources. A Phase I Cultural Resources Report will be prepared and forwarded to the SHPO requesting compliance with the National Historic Preservation Act of 1966, as amended.

ASSUMPTIONS:

1. *FAA will be responsible for correspondence with Indian Tribes regarding the project.*
2. *No consultation with the Indian Tribes will be conducted. Should it be determined that consultation is required, this will be prepared as an amendment to this contract.*
3. *Six (6) meetings with the SCSHPO are anticipated to determine the requirements of the Memorandum of Understanding (MOU).*
4. *The Phase I Cultural Resources Survey of the 4.25-acre St. James Church Relocation Tract, Union Cemetery Road prepared in April 2020 will be included as part of the environmental documentation.*
5. *Comments for the aforementioned report will be included as part of the scope of services for the preparation of the environmental assessment.*
6. *If the SHPO determines that a Phase II Cultural Resources Survey is necessary, this task will be performed under a contract amendment.*
7. *A MOU is required and will be prepared during the design phase of the proposed project.*

I. COMPATIBLE LAND USE – Existing land use within the study area (study area – 0.5 miles around HXD and the proposed project site) will be inventoried by windshield surveys. Land use plans and zoning codes will be collected and reviewed. Land use types, to be identified, will include residential, commercial, industrial, and noise sensitive sites (parks, schools, churches, etc.). In addition, community facilities and existing utilities will be inventoried. Information collected will be reviewed. Evaluation of existing land use and land use planning will include impacts to existing zoning, conformance with adopted comprehensive plans, impacts to neighborhoods, and cumulative impacts.

ASSUMPTION:

1. *Available land use and zoning data will be provided by the **COUNTY** and Town of Hilton Head Island.*

J. NATURAL RESOURCES AND ENERGY SUPPLY – In general terms, the potential energy consumption required to implement the project during construction and throughout its life will be determined. Energy conservation measures will be evaluated, if necessary.

K. NOISE – The proposed project is not anticipated to have an adverse impact on the surrounding community from noise generated by additional aircraft using HXD. However, a noise analysis will be performed using the Aviation Environmental Design Tool (AEDT) 2c to determine the potential impact of noise on the surrounding community for the existing and proposed conditions. Noise contours will be produced ranging from 65 dB DNL to 80 dB DNL at 5 dB increments and plotted on the Airport Layout Plan or an aerial image of the Airport.

ASSUMPTIONS:

1. *FAA Aviation Environmental Design Tool (AEDT) 2c will be used to determine potential impacts.*
2. *No monitoring of existing noise will be performed as part of this scope of services.*

L. SOCIOECONOMIC IMPACTS, ENVIRONMENTAL JUSTICE, AND CHILDREN'S HEALTH AND SAFETY RISKS –

1. **Socioeconomic Impacts** – The impact of the proposed project on potential relocation of residences and/or businesses, changes in surface transportation patterns, disruption of planned development, and significant changes in the potential employment base will be analyzed. Should potential relocations occur, provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, will be utilized to determine compliance.

2. **Environmental Justice** – Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (February 11, 1994) states that to the greatest extent practicable and permitted by law, each federal agency should make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations. A cursory analysis of population impact will be performed.

8. **Children's Health and Safety Risks** – Executive Order 13045, Protection of Children from Environmental Health Risks and Safety Risks (April 23, 1997), directs federal agencies to identify and assess environmental health risks and safety risks that may disproportionately affect children. Environmental health risks and safety risks include risks to health or to safety that are attributable to products or substances that a child is likely to come in contact with or ingest, such as air, food, drinking water, recreational waters, soil, or products they might use or be exposed to. A cursory qualitative analysis of potential risks will be performed.

ASSUMPTION:

1. *A detailed quantitative risk assessment will be performed under a contract amendment, if deemed necessary.*

M. VISUAL EFFECTS –

1. **Light Emissions** – Consideration of the extent to which any lighting associated with the proposed project will create an annoyance to people in the vicinity of the airport will be determined.

2. **Visual Impacts** – Visual impact will be identified by examining the visual viewshed, which takes into account the entire landscape and is comprised of two main aspects: views to and views from. If necessary, mitigative measures to avoid adverse visual impacts will be discussed.

N. WATER RESOURCES –

1. **Wetlands –** Jurisdictional wetland areas will be identified and their size, location, type, and function/value estimated, in consultation with the U.S. Army Corps of Engineers (USACE) and other appropriate federal and state agencies. Available reference materials will be reviewed and field investigations will be conducted. Results of the wetland delineation and proposed mitigation plan, if necessary, will be prepared.

ASSUMPTIONS:

1. *A past wetland jurisdictional determination was conducted in 2012 within the boundary of the airport property, but it has expired in accordance with USACXDE requirements and will be reassessed.*
2. *Surveying of wetland boundaries will be performed by GPS and a jurisdictional determination prepared and submitted to the USACE for verification.*
3. *Permitting and mitigation are not included in this Work Authorization.*

2. **Floodplain** – A topographic map with the project boundaries (with 1-foot contour intervals) will be prepared indicating major land surface features. In addition, the 100-year floodplain and floodway boundaries will be identified and described (no field work or flagging of floodplain boundaries will be conducted). In accordance with Executive Order 11988, floodplain impacts will be identified such as effects to existing floodplain values, support of incompatible floodplain development, etc.

ASSUMPTIONS:

1. *Topographic mapping used in the preparation of the Master Plan Update will be used.*
2. *Floodplain boundaries will not be identified in the field.*
3. *Existing FEMA mapping will be used to identify floodplains.*

3. **Water Quality** – The ambient conditions of streams and other water bodies likely to be impacted by the proposed project will be described. Where available from the review agencies, data for surface water and groundwater quantity and quality will be cited. Potential impacts to water quality will be discussed. Mitigation, in the form of retention/detention basins, runoff channels, etc., will be developed in accordance with **COUNTY** requirements and federal, state, and local stormwater and water quality regulations.

4. **Wild and Scenic Rivers** – Wild and scenic rivers within the study area will be identified and potential impacts discussed. Opportunities for the proposed project to provide public access to recreational and scenic amenities at such waterways will be investigated. Mitigative measures, if necessary, will be investigated.

O. CUMULATIVE IMPACTS – **TBE** will discuss the secondary and cumulative impacts on a category-by-category basis for those where impacts will be anticipated. This will include land use, water quality, social, economics, wetlands and other topics for which this discussion will be appropriate.

ASSUMPTION:

1. *Indirect and cumulative impact analysis will be performed under a contract amendment, if deemed necessary.*

P. IRREVERSIBLE AND IRRETRIEVABLE COMMITMENT OF RESOURCES – Discussion of the use of resources will be outlined in this section.

Q. PERMITS – Environmental permits required for construction of the proposed project will be identified and a brief description of regulatory requirements will be provided for each.

TASK 4: DRAFT ENVIRONMENTAL DOCUMENTATION

TBE will prepare a draft environmental assessment (DEA) in accordance with the requirements of National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015), utilizing the technical material previously collected (Task 3). The document will be concise and will include support documents, as necessary. **Four** (**4**) copies of the preliminary DEA will be distributed for review and comment. Comments will be incorporated and **20** copies of the approved draft document will be prepared for general distribution to the reviewing agencies. The DEA will address the following items:

A. PURPOSE AND NEED – This section will provide a description of the proposed action that addresses, at a minimum:

1. Project purpose
2. Proposed action
3. Relationship of the proposed action to applicable federal, state, and local rules and regulations
4. Public need for the proposed action

B. ALTERNATIVES – This section will discuss the no build and build alternatives.

C. AFFECTED ENVIRONMENT AND ENVIRONMENTAL CONSEQUENCES – **TBE** will use the environmental inventory previously conducted to describe the environmental setting in the local, regional, and statewide context. This will serve as the background for preparation of the impact analysis section of the draft document. The impact and mitigation portion of the DEA will identify and describe the primary, secondary, and cumulative environmental impacts on the natural, human, and economic resources. Primary impacts are environmental changes occurring as a result of the proposed action. Secondary impacts are those impacts that extend to the surrounding area from the implementation of the proposed action. Cumulative impacts are normally those occurring over a long period of time that is precipitated directly or indirectly from implementation of the

proposed action. Mitigation plans, if required for unavoidable adverse impact will also be discussed.

D. PREPARERS – A list of people responsible for preparation of the draft document will be included in the document.

E. APPENDICES – Appendices will be included only for analytical information that substantiates an analysis pertinent to the document.

ASSUMPTIONS:

1. *No build alternatives analysis will be performed.*
2. *The **COUNTY** and **FAA** will review the preliminary DEA document concurrently and will provide comments to **TBE**.*
3. ***TBE** will assume one (1) concurrent independent review by the **COUNTY** and **FAA** prior to approval of the DEA.*

DELIVERABLES

1. ***Four** (**4**) copies of the preliminary DEA for review; and,*
2. ***Twenty (20)** copies of approved DEA.*

TASK 5: <u>ADVERTISE, CONDUCT PUBLIC HEARING WORKSHOP, AND EVALUATE COMMENTS</u>

A. PUBLIC HEARING WORKSHOP –

1. The **COUNTY** will arrange for the location of the public hearing workshop.

2. **TBE** will prepare the notice of opportunity for a public hearing workshop.

3. **Preparation for the Public Hearing Workshop** – Prepare two (2) sets of color-coded exhibits that identify inventoried resources associated with the proposed action, comment forms, maps and other graphics, and have on hand ten (10) copies of the DEA.

4. **Public Workshop Hearing Attendance** – TBE will attend the public workshop and will provide technical assistance and support to the COUNTY. **TBE** will have a recorder for oral comments.
5. Public comments received during the public comment period before, during, and after the public hearing workshop will be reviewed, categorized, and

evaluated by the COUNTY and TBE. Appropriate responses will be included in the final document.

ASSUMPTIONS:

1. *The **COUNTY** will select and provide the location for the public hearing workshop.*
2. ***TBE** will provide two (2) copies of the DEA for the public workshop.*
3. ***TBE** will provide two (2) sets of graphics for identifying the major environmental resources associated with the proposed project.*
4. ***TBE** will prepare the referenced graphics and written materials normally associated with this task and attend the public hearing workshop.*

TASK 6: <u>FINAL ENVIRONMENTAL DOCUMENTATION</u>

TBE will revise the DEA in accordance with the appropriate regulatory guidance referenced in Task 4. **Four** (**4**) copies each of the preliminary final environmental assessment (FEA) will be distributed for review and comment. Comments will be incorporated and **10** copies of the approved FEA will be prepared for general distribution to those agencies having provided substantive comments into the FEA. The FEA will include but not be limited to addressing the following issues:

A. Revise project description to reflect changes as a result of circulation of DEA and input received from the public hearing process.

B. Revise maps and drawings to reflect changes in location, design, and impact.

C. Attach written comments received following DEA circulation and public information workshop. Address both verbal and written comments received.

D. List environmental commitments.

ASSUMPTIONS:

1. *The **COUNTY** and **FAA** will review the preliminary FEA concurrently and will provide comments to the **TBE**.*
2. ***TBE** will assume one (1) concurrent independent review prior to approval of the FEA.*
3. ***FAA** will prepare the Finding of No Significant Impact (FONSI).*

DELIVERABLES:

1. ***Four (4**) copies of the preliminary FEA for review; and,*

2. ***Ten (10)*** *copies of approved FEA.*

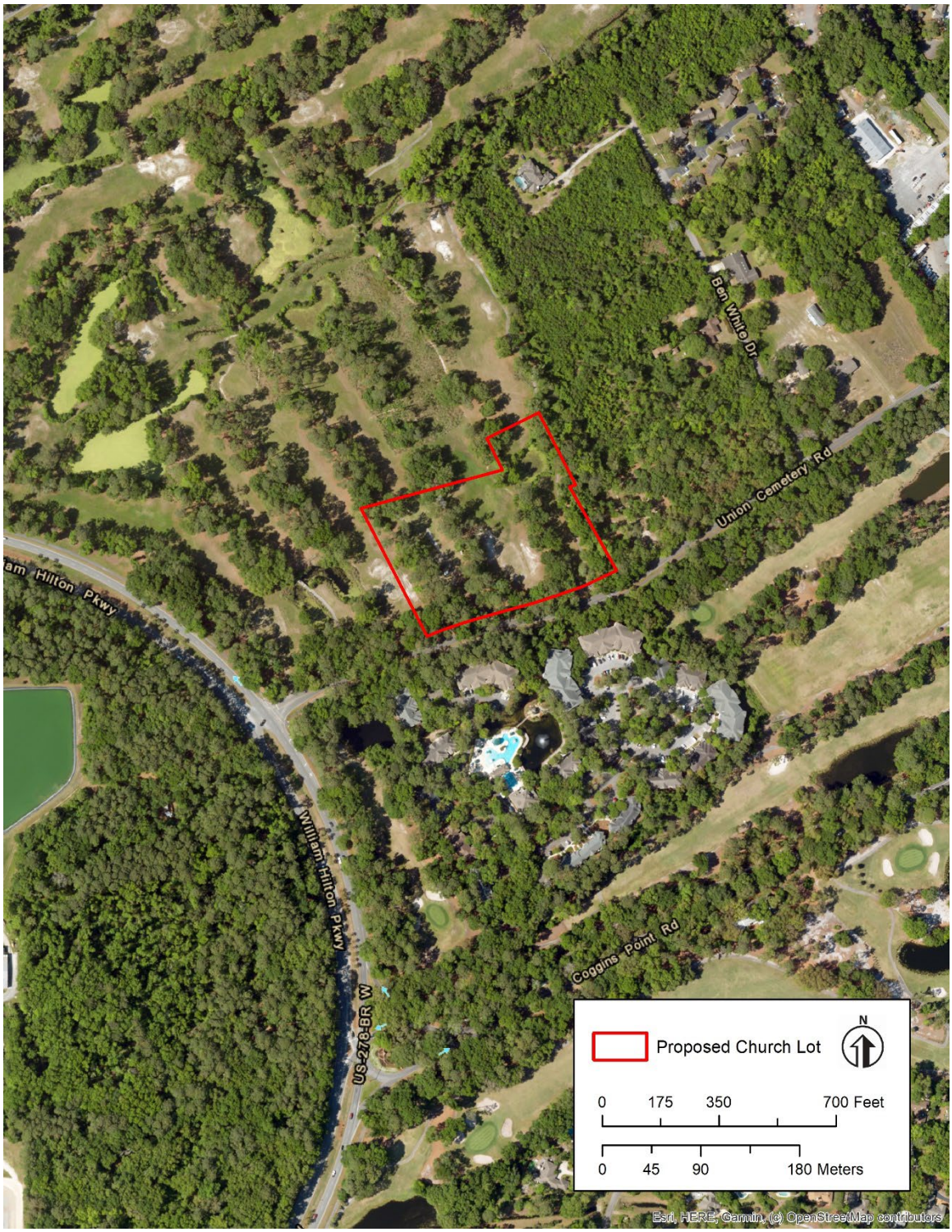
Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 of the Master Contract. The basic services work shall be performed in accordance with the Master Contract as a lump sum of **$288,577.67**, which includes reimbursable expenses. Special Additional Services shall be performed as listed below with a budget of **$70,638.36**. The total value of this Work Authorization shall not exceed **$359,316.03** without additional authorization

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED: BEAUFORT County	**APPROVED:** TALBERT, BRIGHT & ELLINGTON, INC.
	Vice President
Title	Title:
Date:	Date:
Witness:	Witness:


Public Mapping Site
198
196
204
200
210
209
207 PS20
Dillon Rd
Fish Haul Rd
Beach City Rd
Tucker Ridge Ct
19
28
6
8
1
54


Ben White Dr
Union Cemetery Rd
William Hilton Pkwy
US-278-BR W
Coggins Point Rd
Proposed Church Lot
N
0 175 350 700 Feet
0 45 90 180 Meters
Esri, HERE, Garmin, (c) OpenStreetMap contributors

MANHOUR ESTIMATE

SJBC RELOCATION ENVIRONMENTAL DOCUMENTATION
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAC PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2304

June 13, 2024

DESCRIPTION	PRIN $ 290	PM $ 230	SP $ 170	E5 $ 185	E3 $ 143	E2 $ 120	E1 $ 96	PMA III $ 130	T5 $ 140	AD4 $ 85
PRELIMINARY PROJECT SCOPING										
Develop Project Scope/Contract	4	16	0	0	0	0	0	0	0	0
Subconsultant Negotiation and Management	2	8	0	0	0	0	0	0	0	0
TASK 1 - PROJECT MANAGEMENT										
Subconsultant Management	0	61	0	0	0	0	0	0	0	0
Meetings (3)	24	24	0	0	0	0	0	24	0	0
Monthly Status Reports	0	12	0	0	0	0	0	0	0	0
Project Management	32	60	0	0	0	0	0	0	0	16
Additional Meetings (8)	64	64	0	0	0	0	0	64	0	0
Public Information Meeting (1)	16	8	0	0	0	0	0	8	0	8
TASK 2 - STATE, FEDERAL, AND LOCAL AGENCY COORDINATION										
Agency Meetings	0	16	0	0	0	0	0	0	0	0
Scoping Letter	0	4	0	0	0	0	0	0	0	0
Letter of Intent	0	4	0	0	0	0	0	0	0	0
SCSHPO Meeting (1)	8	8	0	0	0	0	0	0	0	0
TASK 3 - ENVIRONMENTAL INVENTORY, EVALUATION, AND ANALYSIS										
Air Quality	0	8	4	0	0	0	0	4	0	0
Biological Resources	0	4	1	0	0	0	0	2	0	0
Climate	0	4	0	0	0	0	0	2	0	0
Coastal Resources	0	8	0	0	0	0	0	0	0	0
Department of Transportation Act: Section 4(f)	0	1	0	0	0	0	0	0	0	0
Farmlands	0	1	0	0	0	0	0	0	0	0
Hazardous Materials, Solid Waste, and Pollution Prevention	0	8	1	0	0	0	0	4	4	0
Historical, Architectural, Archaeological, and Cultural Resources	0	40	2	0	0	0	0	2	0	0
Compatible Land Use	0	4	2	0	0	0	0	2	0	0
Natural Resources and Energy Supply	0	8	0	0	0	0	0	4	0	0
Noise	4	16	0	0	0	0	0	0	16	8
Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks	0	8	1	0	0	0	0	4		0
Visual Effects	0	8	0	0	0	0	0	4	0	0
Water Resources										
Wetlands	0	8	1	0	0	0	0	4	0	0
Floodplains	0	4	1	0	0	0	0	2	0	0
Water Quality	0	4	1	0	0	0	0	4	4	0
Wild and Scenic Rivers	0	1	1	0	0	0	0	0	0	0
Cumulative Impacts	0	4	0	0	0	0	0	2	0	0
Irreversible and Irretrievable Commitment of Resources	0	4	1	0	0	0	0	2	0	0
Permits	0	4	0	0	0	0	0	2	0	0
TASK 4 - DRAFT ENVIRONMENTAL DOCUMENTATION										
Purpose and Need	0	8	4	0	0	0	0	4	0	0
Alternatives	8	8	4	0	0	0	0	0	0	0
Affected Environment	0	8	4	0	0	0	0	4	0	0
Environmental Consequences	0	20	4	0	0	0	0	24	24	0
Preparers/Appendices	0	2	4	0	0	0	0	1	0	0
Comments and Coordination	0	4	4	0	0	0	0	2	0	0
Preliminary Draft Environmental Document	8	16	4	0	0	0	0	16	16	0
Final Draft Environmental Document	8	16	4	0	0	0	0	16	16	
TASK 5 - ADVERTISE, CONDUCT PUBLIC HEARING, AND EVALUATE COMMENTS										
Prepare Advertisement	0	2	0	0	0	0	0	1	0	0
Prepare Public Hearing Exhibits	0	8	16	0	0	0	0	8	16	0

MANHOUR ESTIMATE

SJBC RELOCATION ENVIRONMENTAL DOCUMENTATION
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAC PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2304

June 13, 2024

DESCRIPTION	PRIN $ 290	PM $ 230	SP $ 170	E5 $ 185	E3 $ 143	E2 $ 120	E1 $ 96	PMA III $ 130	T5 $ 140	AD4 $ 85
Attend Public Hearing	8	8	8	0	0	0	0	8	0	8
Prepare Comment Responses	0	8	0	0	0	0	0	8	8	24
TASK 6 - FINAL ENVIRONMENTAL DOCUMENTATION										
Revise Draft Environmental Document	0	16	4	0	0	0	0	16	16	0
Preliminary Final Environmental Document	8	8	0	0	0	0	0	0	0	0
Final Environmental Document	8	16	4	0	0	0	0	16	16	0
MANHOUR TOTAL	202	580	80	0	0	0	0	264	136	64

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	$ 290	202	$ 58,580
Project Manager	PM	$ 230	580	$ 133,498
Senior Planner	SP	$ 170	80	$ 13,600
Engineer V	E5	$ 185	-	$ -
Engineer III	E3	$ 143	-	$ -
Engineer II	E2	$ 120	-	$ -
Engineer I	E1	$ 96	-	$ -
Project Manager's Assist. III	PMA III	$ 130	264	$ 34,320
Technician V	T5	$ 140	136	$ 19,040
Admin. Assistant IV	AD4	$ 85	64	$ 5,440
Admin. Assistant III	AD3	$ 75	8	$ 600
		Total	1,334	
SUBTOTAL				*$ 265,077.67*

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	$ 250.00	2	$ 500
Postage	LS	$ 500.00	2	$ 1,000
Miscellaneous expenses (prints, faxes, copies)	LS	$ 500.00	2	$ 1,000
Travel/Per Diem	LS	$ 3,000.00	3	$ 9,000
Draft Environmental Document	EA	$ 250.00	24	$ 6,000
Final Environmental Document	EA	$ 250.00	14	$ 3,500
Presentation Materials	LS	$ 2,500.00	1	$ 2,500
SUBTOTAL				*$ 23,500.00*

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Brockington & Associates (St. James Church Phase I-1)	LS	$ 27,979	1	$ 27,978.80
Brockington & Associates (Union Cemeterty Road Property)	LS	$ 11,726	1	$ 11,725.56
S&ME (Protected Species Assessments)	LS	$ 6,000	1	$ 6,000.00
S&ME (Jurisdictional Waters Assessments)	LS	$ 6,000	1	$ 6,000.00
S&ME (Phase I Site Assessments)	LS	$ 5,500	1	$ 5,500.00
Ken Weeden & Associates (DBE 2024-2026 Plan)	LS	$ 7,434	1	$ 7,434.00
Roy Johnson (Facilitator)	LS	$ 6,000	1	$ 6,000.00
SUBTOTAL				*$ 70,638.36*

TOTAL COST: **$ 359,216.03**

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND CONSTANT AVIATION

MEETING NAME AND DATE:

Public Facilities & Safety Committee – August 19, 2024

PRESENTER INFORMATION:

Jon Rembold, Airports Director

5 minutes

ITEM BACKGROUND:

The Airports Board reviewed and approved the resolution at its monthly meeting held on June 20, 2024.

PROJECT / ITEM NARRATIVE:

Constant Aviation engages in the business of airplane maintenance. Operator may engage in the following specific activities and services:

(a) Aircraft AOG/Line/Scheduled Maintenance

This agreement will produce revenue for the airport at no cost to the airport.

FISCAL IMPACT:

Beaufort County/Hilton Head Island Airport will receive Ramp Access fee of $150.00 for each AOG service request.

This agreement will produce revenue for the airport at no cost to the airport

STAFF RECOMMENDATIONS TO COUNCIL:

Approve the resolution for a non-tenant commercial operating agreement between Beaufort County and Constant Aviation and forward to County Council for approval

OPTIONS FOR COUNCIL MOTION:

Motion to approve /deny the resolution for a Non-Tenant Commercial Operating Agreement between Beaufort County and Constant Aviation.

Next step: County Council Meeting – August 26, 2024

Approved by S Parry 8/5/24

RESOLUTION NO. 2024/____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND CONSTANT AVIATION

WHEREAS, the Hilton Head Island Airport ("Airport") desires to enter into a Non-tenant Commercial Operating Agreement with Constant Aviation ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of Aircraft Maintenance and desires to use certain areas and facilities owned by Beaufort County ("County") and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, the County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Non-tenant Commercial Operating Agreement with Constant Aviation on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Non-tenant Commercial Operating Agreement with Constant Aviation on the same, or substantially similar, terms as set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

NON-TENANT COMMERCIAL OPERATING AGREEMENT

This Non-Tenant Commercial Operating Agreement (the "Agreement") is entered into by and between the County of Beaufort, a political subdivision of the State of South Carolina, as the governing body of the Hilton Head Island Airport, a body politic and corporate, existing under and by virtue of the laws of the State of South Carolina ("County"), and **Constant Aviation** (the "Operator"), having its principal office at 18601 Cleveland Parkway, Cleveland Ohio 44135.

WITNESSETH:

WHEREAS, County is the owner and operator of the Hilton Head Island Airport (the "Airport") located at 120 Beach City Road, Hilton Head Island, South Carolina 29926; and

WHEREAS, Operator is engaged in the business of **AIRCRAFT MAINTENANCE** and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

ARTICLE I
TERM

The term of this Agreement shall commence on 1 August 2024 ("Date of Commencement") and shall end on 31 July 2025.

After that time, this Agreement may be renewed up to four (4) additional, one (1) year terms after the initial term, unless thirty (30) days prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

ARTICLE II
USES AND PRIVILEGES

The County hereby grants to Operator, subject to all the terms and conditions of this Agreement the following rights, uses, and privileges:

1. Scope of Privilege. The Operator shall only have the non-exclusive right and privilege to access the Airport to provide **AIRCRAFT MAINTENANCE**. Operator understands and agrees that it shall not engage in any other business at the Airport under this Agreement.

Operator acknowledges that no right or privilege has been granted to Operator which would operate to prevent any person, firm or corporation from operating an aircraft on the Airport. It is not the intent of this Agreement to grant to Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. County reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Operator.

Operator may engage in the following specific activities and services:

(a) Aircraft AOG/Line/Scheduled Maintenance

Any other activity to be engaged in by Operator will require advance written permission from County and any unauthorized activity by Operator is grounds for immediate termination of this Agreement.

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator and employees, access to public areas and public facilities at the Airport and the privilege of restricted Airport access, ingress and egress governed by regulations set forth in Federal Aviation Administration (FAA) Federal Aviation Regulation (FAR) Part 139, Certification and Operation of Airports, TSA Part 1542, and the Airport Security Program. To enter upon or use the Airport or any part thereof is conditioned upon compliance with these Rules and Regulations. Entry upon or onto the Airport by any person shall constitute an agreement by such person to comply with Rules and Regulations.

The ingress and egress provided for above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act of furnishing any service for or on behalf of Operator that Operator is not authorized to engage in or perform under the provisions hereof unless expressly authorized by County.

County shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Operator's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Operator and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Operator's obligations under this Agreement.

Operator agrees that there shall be no restrictions or interference with public use and access of any public facilities.

ARTICLE III
CHARGES AND FEES

1. Manner and Extent of Payment. Commencing with the Date of Commencement, the Operator, in return for use of the Airport facilities and privileges granted hereunder, agrees to

pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise: **RAMP ACCESS FEE OF $150.00 FOR EACH AOG SERVICE REQUEST.**

(a) All payments herein are to be made in lawful money of the United States of America and are payable to: **Beaufort County Council, Hilton Head Island Airport**

Mail to: Airport Director, Hilton Head Island Airport
120 Beach City Rd.
Hilton Head Island, SC 29926

2. Delinquent Charges or Fees. Without waiving any other right or action available to County in the event of default in payment of charges or fees hereunder, in the event that Operator is delinquent for a period of fifteen (15) days or more after invoice in paying to County any charge or fee payable to County pursuant to this Agreement, Operator shall pay to County interest thereon at the rate of eighteen (18%) percent per annum from the date such item was due and payable until paid.

In the event County retains counsel to collect any sums owing to it from Operator, Operator agrees to pay to County the sums expended by County on account of the retention of such counsel as well as court costs and expenses incurred by County, including all direct salary costs, materials, supplies, and administrative overhead.

ARTICLE IV
PERFORMANCE AND SERVICE STANDARDS

1. Personnel. Operator shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired, with uniforms in such instances as are appropriate. No personnel employed by Operator while on or about the Airport shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

ARTICLE V
INSURANCE

1. Operator shall carry, during the term of this Agreement or any extension hereof, the liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve Operator of any of its obligations under this Agreement.

2. Operator shall, upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way

of limitation, comprehensive general liability coverage and shall be in not less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that County will be given not less than thirty (30) days' notice prior to the cancellation or change of any of the provisions provided by said policies. The comprehensive general liability policies shall include contractual liability coverage and shall make reference to this Agreement. Such policies shall name County as an additional insured and Operator shall cause a certificate of insurance to be furnished to County evidencing such insurance coverage prior to Operator's use of the Airport pursuant to the terms of this Agreement. The following statement is required on the face of the insurance certificate: "Beaufort County, its officials, servants, agents and employees are named as additional insured." In the event County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, Operator shall, immediately obtain and provide County with certificates evidencing the re-establishment of the insurance coverage required hereby.

3. The minimum limits of coverage shall be as follows:

a. Commercial General Liability Insurance including, but not limited to, Personal Injury, Broad Form Contractual and Broad Form Property Damage (per accident). Combined Limit: One Million Dollars ($1,000,000) per occurrence.
b. Automobile Liability ($1,000,000)
c. Worker’s Compensation – As required by SC law

Please ensure that the certificate holder is listed as Beaufort County (not the department name), PO Box 1228, Beaufort, SC 29902

Evidence of current coverage is to be kept on file with the airport.

4. Insofar as said commercial general liability insurance provides protection against liability for damages to third parties for personal injury, death and property damage, County shall be included as a named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to County owned or leased property and County personnel, and caused by, or resulting from work, acts, operations, or omissions of Operator, its officers, agents, employees, and independent contractors on the Airport. County shall have no liability for any premiums charged for such coverage, and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venturer with Operator in its operations on the Airport.

ARTICLE VI
INDEMNIFICATION

Operator agrees to indemnify and hold harmless County from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons,

including agents, servants, employees or independent contractors of Operator or County, by reason of death or injury to persons or loss or damage to property, resulting from Operator's operations or acts or omissions of Operator's agents, servants, employees, officers, contractors, or anything done or omitted by Operator, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the negligent acts or omissions of County or its agents or employees.

ARTICLE VII
EQUIPMENT, LICENSES, PERMITS AND SUPPLIES

Operator will provide all its own equipment, licenses, permits and supplies if applicable. If a license, registration or permit of any kind is required of the Operator, its employees, agents or subcontractors, by federal or state law, Operator warrants that such license, registration or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

ARTICLE VIII
RULES, REGULATIONS AND ORDINANCES

Operator shall observe and obey all lawful and reasonable Rules, Regulations and Ordinances promulgated, from time to time during the term hereof, by County governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations and Ordinances adopted, shall be available to Operator.

ARTICLE IX
MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

2. Governing Law and Venue. This Agreement is made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Venue for any litigation arising from this Agreement is to be in the Circuit Court for Beaufort County, South Carolina.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and registration fees prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

AS TO COUNTY:
Airport Director
120 Beach City Road
Hilton Head Island, SC 29926

With a Copy to:
Beaufort County Staff Attorney
P. O. Drawer 1228
Beaufort, SC 29901-1228

With a Copy to:
Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

AS TO OPERATOR:

With a Copy to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns where permitted.

Company Financial Billing Contact(s):

Name:
Address:
Telephone:
E-mail:

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest dated of execution as noted below.

ATTEST:

_____

_____

BEAUFORT COUNTY

By:_____
, County Administrator

Date:_____

ATTEST:

_____

_____

OPERATOR:

By:_____
Printed Name:_____
Title:_____

Date:_____

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND EGA AERO SPECIALTY SERVICES LLC

MEETING NAME AND DATE:

Public Facilities & Safety Committee – August 19, 2024

PRESENTER INFORMATION:

Jon Rembold, Airports Director

5 minutes

ITEM BACKGROUND:

The Airports Board reviewed and approved the resolution at its monthly meeting held on August 15, 2024.

PROJECT / ITEM NARRATIVE:

EGA Aero Specialty Services LLC engages in the business of aircraft rental and flight training. Operator may engage in the following specific activities and services:

(a) Aircraft Rental
(b) Flight Training

This agreement will produce revenue for the airport at no cost to the airport.

FISCAL IMPACT:

Beaufort County/Beaufort Executive Airport will receive for the concession privileges granted hereunder, Operator shall pay a monthly fee of three (3%) percent of gross revenue receipts, less cost of goods sold, on its operations hereunder.

This agreement will produce revenue for the airport at no cost to the airport

STAFF RECOMMENDATIONS TO COUNCIL:

Approve the resolution for a non-tenant commercial operating agreement between Beaufort County and EGA Aero Specialty Services and forward to County Council for approval

OPTIONS FOR COUNCIL MOTION:

Motion to approve /deny the resolution for a Non-Tenant Commercial Operating Agreement between Beaufort County and EGA Aero Specialty Services LLC

Next step: County Council Meeting – August 26, 2024

Approved by S Parry 8/5/24

RESOLUTION NO. 2024/____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND EGA AERO SPECIALTY SERVICES LLC

WHEREAS, the Beaufort Executive Airport ("Airport") desires to enter into a Non-tenant Commercial Operating Agreement with EGA Aero Specialty Services LLC ("Operator"), that shall include a reasonable rate based on Airport access fees; and

WHEREAS, Operator is engaged in the business of aircraft rental and flight training and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, the County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Non-tenant Commercial Operating Agreement with EGA Aero Specialty Services LLC on the same, or substantially similar, terms set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Non-tenant Commercial Operating Agreement with EGA Aero Specialty Services LLC on the same, or substantially similar, terms as set forth in Exhibit A.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

COMMERCIAL OPERATING AGREEMENT

This Non-Tenant Commercial Operating Agreement (the "Agreement") is entered into by and between the County of Beaufort, a political subdivision of the State of South Carolina, as the governing body of the Beaufort County Airport, a body politic and corporate, existing under and by virtue of the laws of the State of South Carolina ("County"), and EGA Aero Specialty Services LLC (the "Operator").

WITNESSETH:

WHEREAS, County is the owner and operator of the Beaufort County Airport (the "Airport") located at 39 Airport Circle, Beaufort, South Carolina, 29907; and

WHEREAS, Operator is engaged in the business of **aircraft rental and flight training** and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement.

NOW, THEREFORE, for and inconsideration of the promises and the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

ARTICLE I
TERM

The term of this Agreement shall commence on September 1, 2024 ("Date of Commencement") and shall end at 11:59 p.m. on August 31, 2025.

After that time, this Agreement may be renewed for four (4) one-year periods, unless thirty (30) days' prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

ARTICLE II
USES AND PRIVILEGES

The County hereby grants to Operator, subject to all the terms and conditions of this Agreement the following rights, uses, and privileges:

1. Scope of Privilege. The Operator shall only have the non-exclusive right and privilege to access the Airport to provide **aircraft rental and flight training**. Operator understands and agrees that it shall not engage in any other business at the Airport under this Agreement. Operator acknowledges that no right or privilege has been granted to Operator which

would operate to prevent any person, firm or corporation from operating an aircraft on the Airport. It is not the intent of this Agreement to grant to Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. County reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Operator.

Operator may engage in the following specific activities and services:

(a) Aircraft Rental
(b) Flight Training

Any other activity to be engaged in by Operator will require advance written permission from County and any unauthorized activity by Operator is grounds for immediate termination of this Agreement.

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of free and unrestricted access, ingress and egress to the Airport and to public areas and public facilities at the Airport.

The ingress and egress provided for above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act of furnishing any service for or on behalf of Operator that Operator is not authorized to engage in or perform under the provisions hereof unless expressly authorized by County.

County shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Operator's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Operator and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Operator's obligations under this Agreement.

Operator agrees that there shall be no restrictions or interference with public use and access of any public facilities.

ARTICLE III
ADDITIONAL PRIVILEGES

Operator shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of operating area, runways, taxiways, terminal facilities, aircraft parking areas and vehicle parking areas designed by County.

ARTICLE IV
CHARGES AND FEES

1. Manner and Extent of Payment. Commencing with the Date of Commencement, the Operator, in return for use of the Airport facilities and privileges granted hereunder, agrees to pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise:

(a) Percentage Fee: For the concession privileges granted hereunder, Operator shall pay a monthly fee of three (3%) percent of gross revenue receipts on its operations hereunder. Twenty (20) days after the beginning of each calendar month during the term hereof, Operator shall furnish to County an accounting of the previous month's gross revenues along with payment for the appropriate sum of money as computed in accordance with this subsection.

Definition of Gross Receipts: The term "gross receipts" shall include the following: (i) the aggregate amount of all sales made and services performed for cash, credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not; plus (ii) the aggregate of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the reasonable value thereof, whichever sum is the greater.

(b) All payments herein are to be made in lawful money of the United States of America and are payable to Beaufort County Council.

Mail To (or hand deliver): Airport Director, Beaufort Executive Airport
39 Airport Circle
Beaufort, SC 29907

2. Delinquent Charges or Fees. Without waiving any other right or action available to County in the event of default in payment of charges or fees hereunder, in the event that Operator is delinquent for a period of fifteen (15) days or more after invoice in paying to County any charge or fee payable to County pursuant to this Agreement, Operator shall pay to County interest thereon at the rate of eighteen (18%) percent per annum from the date such item was due and payable until paid.

3. Monthly Activity Report. Operator shall furnish to County on or before the fifteenth (15th) day of each month an accurate report (EXHIBIT A) setting forth all data necessary to calculate fees and charges due under this Agreement. Said statements are to be signed by a responsible individual employed by Operator.

In the event County retains counsel to collect any sums owing to it from Operator, Operator agrees to pay to County the sums expended by County on account of the retention of such counsel as well as court costs and expenses incurred by County, including all direct salary costs, materials, supplies, and administrative overhead.

ARTICLE V
PERFORMANCE AND SERVICE STANDARDS

1. Type of Operation. Operator shall provide all services to be provided under this Agreement on a nondiscriminatory basis to all users of the Airport. Operator shall maintain and operate its business in a first-class manner and shall keep it in a safe, clean, orderly, and inviting condition at all times, to such an extent as shall be satisfactory to County. Service shall be prompt, courteous and efficient.

Operator and its agents and employees shall not engage in open, notorious, and public disputes, disagreements, or conflicts tending to deteriorate the quality of the aeronautical services of Operator and its compatibility with the best interests of the public at the Airport.

2. Management. The management, maintenance and operation of privileges under this Agreement shall at all times during the term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing Operator, who shall be subject at all times to the direction and control of Operator. Such manager shall be available upon reasonable request during normal business hours.

3. Personnel. Operator shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired, with uniforms in such instances as are appropriate. No personnel employed by Operator while on or about the Airport shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

ARTICLE VI
INSURANCE

1. Operator shall carry, during the term of this Agreement or any extension hereof, the liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve Operator of any of its obligations under this Agreement.

2. Operator shall, upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way of limitation, comprehensive general liability coverage and shall be in not less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that County will be given not less than thirty (30) days' notice prior to the cancellation or change of any of the provisions provided by said policies. The comprehensive general liability policies shall include contractual liability coverage, and shall make reference to this Agreement. Such policies shall name County as an additional insured and Operator shall cause a certificate of insurance to be furnished to County evidencing such insurance coverage prior to Operator's use of the Airport pursuant to the terms of this Agreement. The following statement is

required on the face of the insurance certificate: "Beaufort County, its officials, servants, agents and employees are named as additional insured." In the event County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, Operator shall, immediately obtain and provide County with certificates evidencing the re-establishment of the insurance coverage required hereby.

3. The minimum limits of coverage shall be as follows:

a. Commercial General Liability Insurance including, but not limited to, Personal Injury, Broad Form Contractual and Broad Form Property Damage (per accident). Combined Limit: One Million Dollars ($1,000,000) per occurrence.
b. Automobile Liability
c. Worker's Compensation (if applicable)

Please ensure that the Certificate Holder is listed as Beaufort County (not the airport name), PO Box 1228, Beaufort, SC 29902.

Evidence of coverage is to be kept on file with the airport.

4. Insofar as said commercial general liability insurance provides protection against liability for damages to third parties for personal injury, death and property damage, County shall be included as a named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to County owned or leased property and County personnel, and caused by, or resulting from work, acts, operations, or omissions of Operator, its officers, agents, employees, and independent contractors on the Airport. County shall have no liability for any premiums charged for such coverage, and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venturer with Operator in its operations on the Airport.

ARTICLE VII
INDEMNIFICATION

Operator agrees to indemnify and hold harmless County from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents, servants, employees or independent contractors of Operator or County, by reason of death or injury to persons or loss or damage to property, resulting from Operator's operations or acts or omissions of Operator's agents, servants, employees, officers, contractors, or anything done or omitted by Operator, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the negligent acts or omissions of County or its agents or employees.

ARTICLE VIII
EQUIPMENT, LICENSES, PERMITS AND SUPPLIES

Operator will provide all its own equipment, licenses, permits and supplies if applicable. If a license, registration or permit of any kind is required of the Operator, its employees, agents or

subcontractors, by federal or state law, Operator warrants that such license, registration or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

ARTICLE IX
RULES, REGULATIONS AND ORDINANCES

Operator shall observe and obey all lawful and reasonable Rules, Regulations and Ordinances promulgated, from time to time during the term hereof, by County governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations and Ordinances adopted, shall be available to Operator.

ARTICLE X
DEFAULT AND TERMINATION

1. Termination by Operator. This Agreement shall be subject to termination by Operator in the event of any one or more of the following defaults:

(a) The abandonment of the Airport as an airport;
(b) The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy, to Operator's satisfaction, such default for a period of thirty (30) days after receipt of notice from Operator to remedy the same; or
(c) Damage to or destruction of all or a material part of the Airport facilities necessary to the operation of Operator's business.

2. Termination by County. This Agreement shall be subject to termination by County in the event of any one or more of the following defaults:

(a) Failure by Operator to pay County any payments due hereunder within the time as provided by this Agreement;
(b) Failure by Operator to observe and perform any covenant, condition or agreement on its part as herein provided or failure to provide authorized services to the public during normal business hours or normal business days for a period of ten (10) days after written notice to do so by County;
(c) Dissolution or liquidation of Operator or by the filing by Operator of a voluntary petition in bankruptcy;
(d) Insolvency of Operator, or if Operator makes a general assignment for the benefit of creditors;
(e) Consent by Operator to the appointment of a receiver, trustee or liquidator of all or essentially all of the property;
(f) Desertion, abandonment or vacation of Operator's operations at the Airport.

3. Default. Upon default as above provided:

(a) County may expel Operator or those claiming under it and may act in any way necessary to ensure the continuing and proper operation of the Airport. In such event, the term of this Agreement shall end.

(b) County may take any other action at law or in equity that it may deem appropriate, necessary or desirable to collect any amounts due from Operator and to enforce performance and observance of any obligation, agreement or covenant of Operator under this Agreement.

4. Causes of Breach; Waiver. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Operator to pay fees, rents or other charges to County.

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

5. Termination of Agreement for Convenience. In addition to the grounds of default and termination provided herein, this Agreement may be terminated for convenience upon thirty (30) days' notice to Operator by the County or to County by Operator.

ARTICLE XI
NO PARTNERSHIP OR JOINT VENTURE

No partnership or joint venture between the parties is intended to or shall be created hereunder. In conducting its business hereunder, Operator acts independently and not as an agent of County. The selection, retention, assignment, direction and payment of Operator's employees shall be the sole responsibility of Operator and County shall not attempt to exercise any control over the business activities of Operator or daily performance of duties by Operator's employees.

ARTICLE XII
ASSIGNMENT AND SUBLETTING

This Agreement, or any part thereof, may not be assigned, transferred or subleased by Operator, by process or operation of law or in any other manner whatsoever, without the prior written consent of County.

ARTICLE XIII
ARBITRATION

Any controversy which shall arise between County and Operator regarding the rights, duties or liabilities of any party hereunder shall be settled by binding arbitration pursuant to the rules of the American Arbitration Association, and judgment upon the award shall be entered in accordance with the South Carolina Uniform Arbitration Act. The parties agree, subject to the

consent of the American Arbitration Association, that such arbitration shall be processed pursuant to the American Arbitration Association "Expedited Procedure" notwithstanding that the amount in controversy may exceed the limits set for such procedure. If any action, including arbitration, shall be brought by any party to recover any sums hereunder, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees. If an arbitration proceeding is brought by any party to this Agreement, a request shall be made by the parties to the arbitrator that in the event a prevailing party is not determined by the outcome of the action, the arbitrator shall make a final determination concerning payment of all costs and expenses (including reasonable attorney's fees) by one or both parties, as the arbitrator deems appropriate based upon the facts and circumstances of the case.

ARTICLE XIV
MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

2. Governing Law and Venue. This Agreement is made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Venue for any litigation arising from this Agreement is to be in the Circuit Court for Beaufort County, South Carolina.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and registration fees prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

AS TO COUNTY:
Airport Director/Manager
39 Airport Circle
Beaufort, SC 29907

With a Copy to:
Beaufort County Staff Attorney
P. O. Drawer 1228
Beaufort, SC 29901-1228

With a Copy to:
Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

AS TO OPERATOR:
EGA Aero Specialty Services LLC
116 Coosaw Club Drive
Beaufort, SC 29907

With a Copy to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns where permitted.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest dated of execution as noted below.

ATTEST:

_____

_____

BEAUFORT COUNTY

By:_____
, County Administrator

Date:_____

ATTEST:

_____

_____

OPERATOR:

By:_____
Printed Name:_____
Title:_____

Date:_____

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BEAUFORT FOR MAINTENANCE OF COUNTY OWNED PROPERTY KNOWN AS BOUNDARY STREET VISTA - LOGAN (R100 026 00A 0260 0000 and R100 026 00A 0261 0000)

MEETING NAME AND DATE:

Community Services and Land Use Committee (August 12, 2024)

PRESENTER INFORMATION:

Stefanie M. Nagid, Passive Parks Director (5 minutes)

ITEM BACKGROUND:

County Council approved the acquisition of the property on April 22, 2024.

PROJECT / ITEM NARRATIVE:

Beaufort County approved the purchase the property known as Boundary Street Vista – Logan in April 2024 through the Rural and Critical Lands Preservation Program. The property is located on Boundary Street in the City of Beaufort. The City has agreed to a maintenance schedule on the property similar to what the City conducts at a nearby City-owned parcel.

FISCAL IMPACT:

There is no fiscal impact to the County. City will incur all maintenance expenses.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval

OPTIONS FOR COUNCIL MOTION:

Motion to approve, modify, or deny the County Administrator to enter into a Memorandum of Understanding with the City of Beaufort for maintenance of the property known as Boundary Street Vista - Logan.

If approved by the Committee, move forward to County Council on September 9, 2024 for final approval.

RESOLUTION 2024/____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BEAUFORT FOR MAINTENANCE OF COUNTY OWNED PROPERTY KNOWN AS BOUNDARY STREET VISTA – LOGAN (R100 026 00A 0260 0000 and R100 026 00A 0261 0000)

WHEREAS, Beaufort County ("County") approved the purchase of 0.81 acres of what is known today as Boundary Street Vista – Logan (R100 026 00A 0260 0000 and R100 026 00A 0261 0000) located at 2729 Boundary Street ("Property") in the City of Beaufort through the County's Rural and Critical Lands Preservation Program; and

WHEREAS, a purpose of the Rural and Critical Land Preservation program is to preserve and protect valuable economic and natural resources; and

WHEREAS, the City of Beaufort ("City") has committed to maintain the Property for the enjoyment of a public scenic viewshed; and

WHEREAS, the County and the City recognize the value of maintaining the Property for a scenic view.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Memorandum of Understanding with the City of Beaufort for maintaining Boundary Street Vista – Logan, as further described in Exhibit A.

Adopted this _____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

_____

Sarah Brock, Clerk to Council

STATE OF SOUTH CAROLINA	**)**	**MEMORANDUM OF UNDERSTANDING**
	)	**BOUNDARY STREET VISTA - LOGAN**
COUNTY OF BEAUFORT	**)**	**MAINTENANCE**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this ___ day of _____, 2024 by **Beaufort County**, a political subdivision of the State of South Carolina ("County"), and the **City of Beaufort**, a South Carolina Municipal Corporation ("City"), collectively hereinafter referred to as the "Parties".

WHEREAS, County acquired the property known as Boundary Street Vista - Logan, TMS #s R100 026 00A 0260 0000 and R100 026 00A 0261 0000, ("Property") located in the City of Beaufort, and more fully illustrated in Exhibit A attached hereto, by deed recorded in the Office of the RMC for Beaufort County in Deed Book _____ at Page _____; and

WHEREAS, the County and City wish to provide for the maintenance of the Property as a scenic vista; and

WHEREAS, the City intends to maintain the condition of the Property as specified in this MOU.

NOW, THEREFORE, the Parties recite their understanding as follows:

1. **TERM.** The initial term of this MOU shall cover a period of five (5) years commencing on July 1, 2024 and terminating on June 30, 2029, unless terminated sooner pursuant to the provisions of the MOU. The term of this MOU may be renewed or extended upon the written approval of both the County and the City.

2. **AUTHORIZATION.** The County hereby authorizes the City and its assigns to access the Property for the purposes of grounds maintenance, which may include mowing, weed-eating, litter removal and other similar and associated actions, as described in Paragraph 4, below.

3. **CONSIDERATION.** This MOU does not obligate County funds. The City will not receive any consideration from the County for its maintenance activities. Likewise, the City will not receive any consideration as a result of its being a party to this MOU.

4. **USE OF PROPERTY**

a. ***Access to Property.*** The County shall have the right of access to the Property at any time by any of its officers, employees, or agents to evaluate compliance with the terms of this MOU, or for any other reason in carrying out its responsibilities for the ownership and management of the Property. The City and its assigns shall have access to the Property to maintain the Property as described in this MOU.

b. ***Improvements.*** County, at its expense, may construct minor improvements on the Property, which may generally consist of fencing, gates, and signage. The City shall not build, erect or construct any improvement upon the Property without the prior written approval of the County. All improvements shall remain the property of County upon termination of MOU.

c. ***Use.*** The City shall maintain the Property for a scenic view only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups, or organizations to use the Property to provide, promote or otherwise facilitate the use of the Property for any other purposes.

d. ***Maintenance.*** The City intends to maintain the Property on a regular schedule that follows other properties the City maintains as follows:

a. Mowing/weed eating of grounds;
b. Blowing debris from the access drive and sidewalk; and
c. Pickup and removal of litter.

The County will, at its expense, repair any County-installed improvements, and investigate and resolve any tree safety issues reported to the County by the City or the public.

5. **UTILITIES**. There are no utility costs currently associated with use on the Property. If any improvements made to the property result in utility costs, the County shall be responsible for payment of said utilities unless otherwise agreed in writing by the parties.

6. **REPORTING AND CONTACTS.** The City will inform the County via phone call or email of any vandalism, damage or maintenance needs within 24 hours of identification. All notices provided to be given under this MOU by either party to the other, shall be deemed to have been fully given when telephonic or written communication is made as follows:

County Contact:	**City Contact:**
Stefanie Nagid, Passive Parks Director	Nathan Farrow, Public Works Director
124 Lady's Island Drive	1911 Boundary Street
Beaufort, SC 29907	Beaufort, SC 29902
(843) 255-2152	(843) 525-7094
snagid@bcgov.net	Nfarrow@cityofbeaufort.org

7. **INSURANCE.** The County will at all times maintain a policy of tort and/or general liability insurance in the same amount, and of the same nature and type, as it carries and pays for on all other public facilities which it has an ownership interest in. The City may only be held liable for such damages which arise from its provision of maintenance described herein.

~~8.~~ **DISPUTES.** If a party to this MOU determines that the other party is not compliant with the terms of this MOU, the claiming party shall notify the other party of the same with a First Notice and request for compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the other party of such noncompliance with a Second Notice and request for corrective action. If the noticed party fails to cure the noncompliance within sixty (60) days after receipt of the Second Notice, the parties the noticing party may terminate the MOU.

9. TERMINATION. Either party shall have the right to terminate this MOU for any reason upon sixty (60) days prior written notice beginning with the delivery to the designated contact for the other party, as designated in Paragraph 6, above.

10. OTHER PROVISIONS.

a. ***Mutual Cooperation.*** The Parties shall cooperate with each other and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this MOU.

b. ***Amendment or Modification.*** This MOU cannot be amended or modified orally or by a single party. No amendment or modification to this MOU shall be made unless it is in writing and signed by both Parties to this MOU.

c. ***Enforceability.*** This MOU serves as a recital of the Parties intended plans for the maintenance of the Property. The parties do not intend to create a binding contract by executing this MOU.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each provision hereof, the Parties have caused this MOU to be executed on the Effective Date.

WITNESSES:

_____

_____

BEAUFORT COUNTY

_____

Michael Moore
County Administrator

WITNESSES:

_____

_____

CITY OF BEAUFORT

_____

Scott Marshall
City Manager

Exhibit A

Property Parcel Map

The property is shown as the highlighted portion of the parcel map below, which illustrates the Property as shown by January 2024 aerial photography. Structures and personal property shown on the aerial photography have been removed from the property by the previous landowner as of _____, 2024.

