

Public Facilities Committee Meeting

#### 2021 Committee Objectives

- 1. TRANSPORTATION
- 2. SOLID WASTE & RECYCLING
- **3. COUNTY FACILITIES**
- 4. AIRPORTS
- 5. DAUFUSKIE FERRY
- 6. CAPITAL INVESTMENT

Chairman STU RODMAN

Vice Chairman YORK GLOVER

Committee Members CHRIS HERVOCHON BRIAN FLEWELLING MARK LAWSON

Interim County Administrator ERIC GREENWAY

#### **Clerk to Council**

SARAH W. BROCK

Staff Support JARED FRALIX CHUCK ATKINSON

#### **Administration Building**

Beaufort County Government Robert Smalls Complex 100 Ribaut Road

#### Contact

Post Office Drawer 1228 Beaufort, South Carolina 29901-1228 (843) 255-2180 www.beaufortcountysc.gov

## **Public Facilities Committee Agenda**

## Monday, May 17, 2021 at 3:00 PM

## Or immediately following the conclusion of the Finance Committee

This meeting will be held both in person in the Executive Conference Room located at 100 Ribaut Road, Beaufort, and virtually through Zoom. Please be aware that there is limited seating available for the in-person meeting and attendees must practice social distancing.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE

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

- 4. APPROVAL OF AGENDA
- 5. APPROVAL OF MINUTES

6. CITIZEN COMMENTS- CITIZENS MAY JOIN VIA ZOOM USING THE LINK AND MEETING INFORMATION BELOW:

#### MEETING LINK

Meeting number: 161 4154 7770

Password: BC123

(ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes ( a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)

7. UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR, JARED FRALIX

## **AGENDA ITEMS**

8. RECOMMENDATION OF AWARD FOR RFP #030121 DAUFUSKIE ISLAND FERRY TRANSPORTATION SERVICES FOR BEAUFORT COUNTY TO HAIG POINT FERRY COMPANY, INC. - FISCAL IMPACT: \$259,000.00 ANNUALLY (\$97,700.00 ESTIMATED FROM GENERAL FUND)

9. RECOMMENDATION FOR THE AWARD OF FURNITURE, FIXTURES, AND EQUIPMENT FOR ARTHUR HORNE - FISCAL IMPACT: \$470,895.00 FUNDING BY 2020 GO BOND

10. REQUEST FOR FUNDING FOR THE POST-CONSTRUCTION COSTS RELATED TO BLUFFTON BRANCH LIBRARY RENOVATION PROJECT - FISCAL IMPACT: NOT TO EXCEED \$300,000 PAID BY BLUFFTON LIBRARY IMPACT FEES

11. RECOMMENDATION FOR ADDITIONAL WORK - BEAUFORT COUNTY ROAD RESURFACING YEAR 4 CONTRACT (\$83,659)

- 12. AMENDMENT TO CONTRACT RFQ#092320TE (STANTEC) TO INCLUDE THE LADY'S ISLAND VILLAGE CONNECTIVITY PLAN FISCAL IMPACT: \$46,647.00 FROM THE COUNTY ADMINISTRATOR'S DISCRETIONARY FUND & \$46,647.00 FROM THE CITY OF BEAUFORT
- 13. RECOMMENDATION OF A RESOLUTION FOR LOWCOUNTRY NATURAL HAZARD MITIGATION PLAN FISCAL IMPACT: \$8,080.64 FROM PUBLIC WORKS
- 14. A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A 50 YEAR EASEMENT AGREEMENT WITH THE DEPARTMENT OF THE NAVY ON USA PARCELS R100 022 000 0034 0000, R100 022 000 034A 0000 (E-26) AND R100 022 000 0029 0000 ASSOCIATED WITH A 50' RIGHT OF WAY ON NORTHVIEW DRIVE- FISCAL IMPACT: \$3,500 (MORE OR LESS) FUNDED WITH TAG FUND BALANCE
- 15. UPDATE REGARDING BEAUFORT COUNTY POOLS
- <u>16.</u> AIRPORT QUARTERLY UPDATE
- <u>17.</u> DISCUSSION REGARDING THE 10-YEAR TRANSPORTATION PLAN
- 18. DISCUSSION OF LEGAL ISSUES ASSOCIATED WITH MAINTENANCE RESPONSIBILITIES OF CERTAIN BEAUFORT COUNTY BOAT LANDINGS. (NO FISCAL IMPACT)
- 19. CHAIRMAN'S WRAP UP
- 20. ADJOURNMENT



Public Facilities Committee Meeting

> Chairman STU RODMAN

Vice Chairman YORK GLOVER

Committee Members CHRIS HERVOCHON BRIAN FLEWELLING MARK LAWSON

Interim County Administrator

ERIC GREENWAY

**Clerk to Council** 

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## **Public Facilities Committee Minutes**

## Monday, March 15, 2021 at 3:30 PM

#### PRESENT

Committee Chairman Stu Rodman Committee Vice-Chair York Glover Council Member Brian Flewelling Council Member Joseph F. Passiment Council Member D. Paul Sommerville Council Member Gerald Dawson Council Member Chris Hervochon Council Member Alice Howard Council Member Mark Lawson Council Member Lawrence McElynn

<u>ABSENT</u>

Council Member Logan Cunningham

#### CALL TO ORDER

Chairman Rodman called the meeting to order at 3:27 PM

#### **PLEDGE OF ALLEGIANCE**

Chairman Rodman called the meeting to order at 3 pm.

#### FOIA

Chairman Rodman noted that Public notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

### **APPROVAL OF AGENDA**

**Motion:** It was moved by Committee Vice-Chair Glover, seconded by Council Member Flewelling to approve the agenda. The motion was approved without objection.

## **APPROVAL OF MINUTES**

**Motion:** <u>It was moved by Council Member Flewelling, seconded by Council</u> <u>Member Passiment to approve minutes from February 16, 2021. The motion</u> <u>was approved without objection.</u>

#### **INFORMATION ITEMS**

#### Funding dirt road paving with TAG Funds and repaving with C-Funds

Jared Fralix explained C-Funds which are the Gas tax funds and what the gas tax funds are covering.

Status: For Informational Purposes Only

Public Works Legacy Roads and Drainage (\$878,377.00)

Jared Fralix stated due to Beaufort County Stormwater Infrastructure section having a limited field staff, vast geographical area, and vacant positions, it is that much more critical to prioritize work being performed. Based on a preliminary analysis of the cost for drainage maintenance work being done within and outside of established drainage easements, the County uses staff, equipment, and funds to the sum of approximately \$878,377.00 on work being performed outside of County-owned easements. This item was discussed briefly at the Council Retreat both this year and last year. Staff intends to brief Beaufort County Council to formalize a plan to pursue formalized drainage easements and halt maintenance of existing drainage conveyances that are non-essential to Beaufort County stormwater infrastructure.

## Status: For Informational Purposes Only

## **RFP Solid Waste and Recycling Collection and Processing**

David Wilhelm stated approximately 3,500 tons of source-separated recyclable materials are collected at the convenience centers annually. Recyclable materials consist of plastic, mixed paper, cardboard, mixed metals, and glass. Waste Management currently has the contract to provide this service. The initial term of the contract with Waste Management expires July 31, 2021, with two one-year options to extend the contract. The FY21 budget for this item was \$880,000.

## Status: For Informational Purposes Only

## **Convenience Center changes and Decal System Update**

Cindy Carter stated the implementation of operational changes to the Beaufort County Convenience Centers is reflected in the Goldsmith report of November 2019. New hours and days of operation began October 1, 2020. Closure of Pritchardville and Gate Centers December 31, 2020. The decal system was initiated on January 2, 2021.

## Status: For Informational Purposes Only

## **ACTION ITEMS**

## Recommendation of Award for IFB 012621E Dirt Road Paving Contract #52 (Year 2 - \$2,077,409)

Jared Fralix stated on February 4, 2021, Beaufort County received one bid for IFB #011621E Dirt Road Paving #52 (year2) from J. H. Hiers Construction. Analysis of the bid revealed no apparent cause for rejection. The bid at \$2,077,409 was under the Engineers Estimate of \$2,163,828. The Team of J. H. Hiers and Andrews Engineering has been building the County roads since 2004.

**Motion:** It was moved by Committee Vice-Chair Glover, seconded by Council Member Flewelling to approve recommendation of award IFB 012621E Dirt Road Paving #52 (Year 2) to J.H. Hiers Construction to move forward to County Council for approval. The Motion was approved without objection.

## Proposed Ordinance Establishing a Solid Waste Fee Within the Enterprise Fund

Dave Wilhem stated An Enterprise Fund Ordinance for Solid Waste and Recycling had 3 readings from County Council: 1st Reading May 11, 2020; 2ndReading May 26, 2020, and 3rdReading June 8, 2020. Re: Ordinance 2020/19. Tischler Bise presented the Fee Study dated January 19, 2021. Unanimous approval vote but vote later postponed during the meeting per discussion of commercially improved properties and the decal system. Tischler Bise presented options for a fee associated with the Solid Waste and Recycling Enterprise Fund Ordinance. Report dated January 19, 2021. The fee would be implemented for budget year FY22. The Ordinance and associated fee structure will take approximately 10 million dollars out of the current General Fund and Department operations will be supported by the new Enterprise Fund.

Colin McAweeney \*\* Read Solid Waste Enterprise Fee Study\*\*

**Motion:** It was moved by Council Member Flewelling, seconded by Committee Vice-Chair Glover move forward to County Council for approval and to also small residential commercial properties. The motion was approved without objection.

# Memorandum of Agreement between Beaufort County and The Bluffton Township Fire District (BTFD) for the Sun City EMS/Fire Station 34 renovation project

Jared Fralix stated Both Beaufort County EMS and the Bluffton Township Fire District (BTFD)operate first responder teams out of the Sun City Station. The current facility is space limited for the number of personnel assigned. It has no workout area, no room for ambulance restocking machines, and no clinic facility for walkins (a significant need next to the retirement community being served). It is deficient in the areas of the kitchen, community room, biohazard handling, and office space. Finally, it has a bay for bunks but does NOT have individual bunk rooms which are preferable for separation/privacy and for containment/spread of illness.

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Passiment approve the Memorandum of Agreement between Beaufort County and the Bluffton Township Fire District for the Sun City EMS/Fire Station 34 renovation project to move forward to County Council for approval. The motion was approved without objection.

## Pathways Public Meeting No. 1 Summary and Revised Recommendation

Jared Fralix stated Beaufort County collaborated with NP Strategy, J.Bragg Consulting, Inc., and Infrastructure Consulting and Engineering, PLLC. to host the first Pathways Public Meeting virtually from October 19, 2020, through November 20, 2020. A summary and recommendation were presented to Public Facilities Committee on January 19, 2021. Due to discussion, the recommendation has been revised.

**Motion:** It was moved by Council Member Dawson, seconded by Council Member Flewelling to approve/deny the recommendation by County staff and J.Bragg Consulting, Inc. The motion is approved without objection.

# Recommendation of Award for RFQ #092520E; A&E Services; Buckwalter Recreation Athletic Complex Expansion (BRACE) Phase 1 (\$665,930)

stated Parks and Recreation desires to continue the implementation of phase 1 of the master plan for the Buckwalter facility. The master plan suggests a 7 field soccer complex as well as a 16 court tennis center. The soccer complex was constructed with three turf fields, however; these will be evaluated for possible conversion to artificial turf and four additional fields to be completed. The tennis center has yet to be implemented. Current funding from Bluffton Parks and Recreation Impact Fees will allow for the completion of the soccer complex and partial development of the tennis facility (Phase 1) with the completion of the tennis center as Phase 2 as funds become available within the next 36 months.

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Howard to approve the recommendation of award RFQ #092520E to Wood + Partners, Inc to move forward to County Council for approval. The motion was approved without objection.

## Purchase of additional Nutanix HCI Server System nodes – \$132,940.18

Patrick Hill stated the Beaufort County IT Division is requesting approval to use the 2019B GO Bond "Information Technology Infrastructure" allocation to purchase 2 additional nodes to augment our existing Nutanix cluster (put into production in Dec. 2018)for \$132,940.18 (includes SC tax). Beaufort County IT will migrate 22 virtual servers used by County departments from the older HP system over to our Nutanix system. The Beaufort County departmental servers that this system will support will be the Detention Center, the Assessor's Office, Record Management, Libraries, Register of Deeds, DSN, and IT.

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Howard for the Information Technology Systems Management Department that the County Council approved to the purchase of the additional Nutanix HCI Server System nodes for the cost of \$132,940.18 to move forward to County Council for approval. The motion was approved without objection.

## **DISCUSSION ITEMS**

#### **Discussion regarding 278 Oversight**

Chairman Rodman provided an update on 278.

Steve Baer provided a citizen comment on Highway 278 Oversight.

Status: For Informational Purposes Only

# Memorandum of Agreement between Beaufort County and the Town of Hilton Head Island (ToHHI) for the Summit Drive/Gateway Circle traffic improvement project discussion

Jared Fralix stated the Memorandum of Agreement between Beaufort County and the Town of Hilton Head Island for the Summit Drive/Gateway Circle traffic improvement project was discussed and approved at Public Facilities Committee on February 16, 2021. The item was moved forward for County Council approval on March 8, 2021, however; prior to the meeting, it was removed due to the Town of Hilton Head Island requesting a long-term commitment from Beaufort County to continue operations of the Hilton Head Island convenience center as a part of the agreement. The initial term proposed to maintain the center for a twenty-year commitment.

#### Status: For Informational Purposes Only

## Hilton Head Island Airport (HXD)Terminal Funding Discussion (Fiscal impact: TBD)

Jon Rembold stated the terminal project will deliver a vastly-improved facility to residents and visitors at the airport. Currently, the airport is working with a 26-year-old, pre-9/11 building that does not meet the customer needs or security needs of the airport. The airport has secured the maximum amount of FAA funding for the project but terminals are funded differently than other airport projects, resulting in significant funding need even with the FAA grants. The airport is working with local, state, and federal delegations to secure funding. The project is projected to be ready to bid this summer (2021). It is in the best interest of the project (financial, schedule, efficiency) to be able to bid and execute the entire project at one time rather than breaking it into multiple phases with separate bids. Funding must be identified in order to proceed to the bid phase.

Status: For Informational Purposes Only

#### Renewal of courthouse parking lot lease for a ten-year renewable term.

Committee Chairman Rodman stated would like to know what is the highest and best use of the property.

Council Member Sommer stated the property should be purchased, not leased.

Eric Greenway stated the Facilities Use Report is completed and will be reviewed during the Budget Workshop.

#### Motion: To discuss with the owner about the purchase

# Public Works Signal Maintenance Agreement (SMA) with South Carolina Department of Transportation (SC DOT).

Neil Desai stated Beaufort County has historically entered an SMA with SC DOT that allows Beaufort County staff to maintain all of SC DOT's intersections within the County for qualified reimbursements as compensation. Currently, there are 47 intersections within Beaufort County with35 being SC DOT intersections and the remaining 12 Beaufort County intersections. The qualified reimbursements do not cover all of Beaufort County's expenses such as overtime/on-call salary, benefits, employee insurance, vehicle insurance, fuel, and maintenance of traffic operation vehicles. The requirements to obtain qualified reimbursements are extremely specific and lack flexibility.

Status: For Informational Purposes Only

## **CITIZEN COMMENTS**

No Citizens Comments

## **ADJOURNMENT**

The meeting adjourned at 5 PM

ADMITTED TO THE UNITED STATES SUPREME COURT BAR

ADMITTED IN SOUTH CAROLINA, COLORADO AND GEORGIA

> CERTIFIED SC CIRCUIT COURT MEDIATOR

LAW OFFICE OF THOMAS C. TAYLOR, LLC

Item 6.

22 Bow Circle Suite A Hilton Head Island, SC 29928

MAILING ADDRESS P.O. BOX 5550 HILTON HEAD ISLAND, SC 29938

TELEPHONE 843-785-5050 TELECOPIER 843-785-5030 www.thomastaylorlaw.com • tom@thomastaylorlaw.com

May 14, 2021

## Via E-Mail Attachment to: srodman@bcgov.net

The Honorable Stewart H. Rodman Chairman, Beaufort County Council Public Facilities Committee PO Drawer 1228 Beaufort, SC 29910-1228

#### **Re:** Consideration of new County ferry contract

Dear Chairman Rodman:

This law firm has been retained by a number of property owners in the Buckingham Landing neighborhood for the purpose of addressing the nuisance the county has created over the past several years with the Daufuskie Island Ferry operation. My clients include Todd Roberts, Dave Sparr, Elaine Sparr, Dianne Burr, Katie Turner, Sam Nutty, Donna Nutty, Mark Thomas, Kelly Thomas, Wayman Durden, Connie Durden, James Ware, Alisa Ware, Amanda DuBose, Jason DuBose, Ronnie Broome, Trish Broome, Fran Bollin, Bill Bollin, Matt Yacco, Nancy Yacco and Arlene Coleman.

I write today on behalf of these Beaufort County citizens who have watched with growing concern and anxiety, the expansion of the ferry operations and other businesses that are ruining the neighborhood and causing significant particularized injuries to many of them in the form of property devaluation and emotional distress. The county made a major mistake several years ago in purchasing the old restaurant and has thereafter set out upon a course of conduct that is shockingly insensitive to the neighbors in this community. Despite repeated warnings and pleas from many homeowners, the county has—either intentionally or grossly negligently—supported the expansion of businesses out of the county's property that have resulted in this quiet neighborhood being over-run with cars and people who have no business in a residential setting and whose presence and actions are not just troublesome, but often dangerous.

Many of the families in Buckingham Landing are young with small children, who prior to the county's folly with the purchase of the restaurant and placement of the ferry service in the community, were able to relax and enjoy the quiet neighborhood. Today, parents live in daily fear of their children being struck by any one of the hundreds of tourist vehicles that make their way down to the landing, with the drivers often looking everywhere but the road. Or, the parents watch The Honorable Stewart H. Rodman
Chairman, Beaufort County Council Public Facilities Committee
Re: Consideration of new County ferry contract
May 14, 2021
Page 2

as tourists mill around the neighborhood on foot, often actually trespassing upon the driveways and lawns of my clients, while awaiting the ferry runs. I am sure you can appreciate the concerns these neighbors share as they watch adults who they don't know from Adam, standing around their driveways and in their lawns while their children play outside their homes. This situation the county has created is outrageous and unacceptable.

In an effort to work with the county, my clients have over the last year, repeatedly contacted their Council representatives and the county staff and voiced their concerns, and many were assured by the county that an alternative site would be provided in the next contract cycle. But unfortunately that seems to have proven false, as I understand that your committee will take up Monday, a recommendation from the county staff to either renew or award a new contract, to a vendor that will continue to run an ever-expanding ferry service from the Buckingham Landing. On behalf of these good people in Buckingham Landing, I object to that and ask that your committee please begin the process of saving Buckingham Landing by instructing the county staff to find a way to move the mainland ferry terminal to another spot that will not cause direct and serious harm to an existing neighborhood. If the county insists upon continuing this nuisance, these owners will have no choice but to seek legal redress.

If I can answer any questions, I ask that you please contact me. Thank you.

With best regards, I am,

Cordially, LAW OFFICE OF THOMAS C. TAYLOR, LLC

Thomas C. Taylor

Homas C. Taylo

TCT/dpt

cc: Mr. Eric Greenway, AICP, interim County Administrator, via email



## **BEAUFORT COUNTY COUNCIL** AGENDA ITEM SUMMARY

## ITEM TITLE:

Recommendation of award for RFP #030121 Daufuskie Island Ferry Transportation Services for Beaufort County (\$259,000 annually) to Haig Point Ferry Company, Inc.

## **MEETING NAME AND DATE:**

Public Facilities Committee – May 17, 2021

## PRESENTER INFORMATION:

Dave Thomas, CPPO, Purchasing Director

David Wilhelm, Capital Projects Director

(10 minutes)

## **ITEM BACKGROUND:**

On March 1, 2021, the County Purchasing Department received the following three proposals for the Daufuskie Island Ferry Transportation Services:

Vendor Nam	ie	Contract Annual Cost:	Notes:
1. Haig Point	t, Daufuskie Island, SC	\$259,000	See cost breakdown in Fiscal Impact Section
2. Island Hea	ad, Hilton Head Island, SC	\$417,500	See the attached summary for all bidders.
3. Poseidon	Ferry, LLC, Miami, FL	\$3,856,378	See the attached summary for cost.

The evaluation committee consisting of Robert Bechtold, Deputy Administrator, Phil Foot, ACA Public Safety, Jared Fralix, ACA, Engineering, Chuck Atkinson, ACA Community Services, Dave Wilhelm, Capital Projects Director, ranked Haig Point number 1. During evaluation, it was determined Haig Point offered the best solution for ferry services when reviewing their proposed annual cost, ticket pricing, ferry schedule, parking, and embarkation points. See the attached summary sheets detailing Haig Point's proposal cost break down, ticket pricing, weekly ferry schedule, boat information, parking information, and embarkation points.

## **PROJECT / ITEM NARRATIVE:**

The County requested proposal from qualified ferry service vendors to provide weekly ferry services to Daufuskie Island residents, part-time residents, long term renters, and County Staff. This includes County EMS, Police, and Fire. The selected service provider must have a minimum of two 45-passenger boats and offer an embarkation point on HHI and Daufuskie. The vendor must also provide parking administration and a minimum of 35 parking spaces at each location. See the attached backup for more information on Haig Point's proposal.

## **FISCAL IMPACT:**

Haig Point Ferry Services annual cost of \$259,000 includes all ferry trips, parking and ticketing processing, Buckingham Landing lease credit, which includes the County paying for utilities. The following is the current cost breakdown: \$240,000 for all ferry trips, \$90,000 for lease (credit), \$9,000 for parking administration, and estimated \$10,000 for utilities totaling \$259,000. Palmetto Breeze handles the overall ticketing process and validates the ridership category for an annual fee of \$16,200. This will be a separate contract paid annually to Palmetto Breeze. The funding source for this project is account number 25460011-55540 with a budget of \$273,984. Total cost to the County for ferry services is \$259,000 + \$16,200 = \$275,200. The County will use the

Item 8.

SCDOT grant of \$80,000 and estimated ticket revenue of \$97,500 to offset the contract cost leaving a net cost to the County from the general fund of \$97,700 (\$275,200--\$97,500 ticket sales = \$177,700-\$80,000 grant =\$97,700 estimated funds needed from the general fund).

## STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends award of RFP #030121 Daufuskie Island Ferry Transportation Services for Beaufort County (\$259,000) to Haig Point Ferry Company, Inc. The term of the contract will be an initial 5 year contract beginning July 1, 2021 and ending June 30, 2026 and may be renewed four an additional two years all subject to Beaufort County Council and Haig Point's mutual agreement.

## **OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny recommendation of award to Haig Point Ferry Company, Inc. for Daufuskie Island Ferry Transportation Services for Beaufort County in the annual amount of \$259,000, with a total 5-year contract with Haig Point Ferry Company cost of \$1,295,000.

Next step: Move forward to Council for approval on May 24, 2021.

# Daufuskie Island Transportation Services Haig Point Ferry Company

Summary of Proposal

## Overview:

Brief summary

## Fleet:

All Haig Point ferries are USCG-certified, and regularly serviced by master marine technicians with decades of experience. The seven ADA compatible boats are heated and air conditioned. They are specifically designed for passenger and cargo travel and have an average cruising speed of 20 knots.

## **Primary Ferries**

Palmetto Merchant – 49 passenger vessel with a 2800 lb cargo/freight capacity.

Palmetto Trader – 49 passenger vessel with a 2800 lb cargo/freight capacity.

## **Back-Up Ferries**

Haig Point I & II – Two-89 passenger vessels with a 2000 lb cargo/freight capacity.

Haig Point Pelican - 37 passenger vessel with a 2000 lb cargo/freight capacity.

## Personnel:

Haig Point Ferry Company has 15 licensed captains, 15 mates, two office staff, five baggage handlers, and four full time mechanics. More than half of the captains have 20 plus years of experience – with many serving the island for their entire career.

A captain is stationed on Daufuskie 24 hours a day, seven days a week to provide emergency evacuation service to Harbour Town on Hilton Head. This eight-minute express service is crucial to every islander.

## Schedules:

The Daufuskie Island Ferry operates 1,508 round trips each year with a 98% on time schedule. In addition, Haig Point Ferry Company provides service and discounted fares for annual 'Daufuskie Day' celebration and Cemetery Clean-Up projects, as well as, ministers and clergy of the First African Baptist Church on Daufuskie Island.



	BL:	Interim	Buckingham Landing		ML:	Melrose Landing
	B:	Blufftor	١		DI:	Daufuskie Island
Morni	ngs					
	Depart	:: BL-B	7:00 AM	Arrive:	ML-DI	7:45 AM
	Depart	:: ML-DI	8:30 AM	Arrive:	BL-B	9:15 AM
	Depart	:: BL-B	10:00 AM	Arrive:	ML-DI	10:45 AM
	Depart	: ML-DI	11:30 AM	Arrive:	BL-B	12:15 PM
Aftern	oons					
	Depart	:: BL-B	1:00 PM	Arrive:	ML-DI	1:45 PM
	Depart	:: ML-DI	2:30 PM	Arrive:	BL-B	3:15 PM
	Depart	:: BL-B	4:00 PM	Arrive:	ML-DI	4:45 PM
	Depart	: ML-DI	5:30 PM	Arrive:	BL-B	6:15 PM
Additi	onal Ro	ound Tr	ip on Fridays Only			
	Depart	:: BL-B	9:00 PM	Arrive:	ML-DI	9:45 PM
	Depart	:: ML-DI	10:15 PM	Arrive:	BL-B	11:00 PM
res:						
	no Pocid	lant (San	or, Minors and Resident	c with D	icabiliti	es) \$3.00 one way

Full Time Resident (4% tax rate homeowner)	\$4.00 one way
Full Time Resident renter (non-landowner/non-property owner)	\$5.00 one way
Property Owner (6% tax rate and non-full time resident)	\$8.00 one way

Please note the above ticket pricing has always been set by Beaufort County, managed by Palmetto Breeze and all proceeds go to Beaufort County.

Non Daufuskie Island Residents

Renters: \$55 per passenger for a multiday round trip

Day Trips: \$45 per passenger for a same day round trip

Beaufort County Residents: (Effective June 1, 2021)

\$35.00 same day round trip: with verified Beaufort County Residency, must book in person at DIFS terminal.

## **Embarkations:**

Interim Buckingham Landing (Bluffton) - 35 Fording Island Road Ext., Bluffton SC 29926

- Within four miles of dozens of vital service providers and retail business
- Covered car loading and unloading for cargo, passengers and employees
- One of the shortest docks in the area (250'), providing easier access for elderly. Golf cart service provided for disabled passengers
- Offsite parking available for overflow, and 5-minute shuttle service provided by Palmetto Breeze
- 305 total parking spots (between all locations) for residents and guests of Daufuskie Island, with 60 occupied by long-term residents or renters.
- Compared to anywhere on Hilton Head, Buckingham Landing serves as a better evacuation and re-entry point for tropical storms and hurricanes.
- Golf cart transportation from car to boat and vice versa for passengers with disabilities

#### Melrose Landing (Daufuskie Island) - 40 Melrose Landing Road, Daufuskie Island, SC 29915

## Parking:

## MAINLAND EMBARKATION PARKING

- 1. Interim Buckingham Landing, 35 Fording Island Road Ext., Bluffton SC29926
- 95 parking spots, 35 permitted Beaufort County island resident parking spaces.
- 2. 1610 Fording Island Road, Bluffton SC 29926
  - 50 parking spots
  - Palmetto Breeze Shuttle Service to Buckingham Landing for each ferry departure
- 3. Daufuskie Island Visitor Center, 1536 Fording Island Road, Bluffton SC 29926
  - 100 parking spots
  - Palmetto Breeze Shuttle Service to Buckingham Landing for each ferry departure
- 4. Beaufort County Administration Building, 4819 Bluffton Pkwy, Bluffton, SC 29910
  - 60 parking spots
- 5. Haig Point Embarkation, 10 Haig Point Circle, Hilton Head Island, SC 29928
  - Parking ONLY for Beaufort County's governmental employees (engaged in official business and\or commuting to work stations) including Beaufort County Fire and EMS personnel

## DAUFUSKIE ISLAND EMBARKATION PARKING

- 1. Melrose Landing, 40 Melrose Landing Road, Daufuskie Island, SC 29915
  - 75 parking spots

## Emergency Services, Medical Transports, and Evacuations:

• Gratis fares for properly identified governmental employees (engaged in official business and\or commuting to work stations) including Beaufort County Fire and EMS personnel on the regularly scheduled Haig Point member ferry boats (18-round trips daily). Parking will be made available for them on Hilton Head and Daufuskie Island within the secured private Haig Point parking areas.

- 24-hour/day Captain on duty to facilitate transport of emergency medical evacuations from Daufuskie Island to Harbour Town (5-minute transit).
- Gratis fares for certified hospice care providers for on-island patients. Coordination with County EMS and funeral home staff on decedent affairs.
- Haig Point maintains a relationship with Sea Pines Resort and pays for docking privileges at Harbour Town which help facilitate medical transports from Daufuskie Island to Harbour Town.
- Evacuation and re-entry for Daufuskie Island emergency operations, such as hurricanes. The fleet is capable of evacuating the entire island in twelve hours, and providing re-entry for Fire and EMS personnel after a storm has passed.

## Fee Proposal:

Haig Point Ferry Company is proposing a comprehensive fixed-price bid for \$240,000 annually. The opportunity to negotiate with Beaufort County the fixed pricing of this contract if operating expenses, such as fuel, increase more than 5% annually during this contract. This percentage increase will be determined by the Consumer Price Index (CPI) and will be mutually agreed upon by Beaufort County and Haig Point Ferry Company.

## Additional Services Included at No Cost to Beaufort County:

- 24-hour emergency standby for transports
- Access to Harbour Town for emergency services
- Medical evacuations with EMS return trip
- Law Enforcement response transports
- County employees on official business
- Hospice and deceased persons transports
- Hurricane Evacuations

\$18,750 annual value \$24,000 annual value value varies value varies value varies \$10,000 value per occurrence

\$263,000 annual value

## Contractual Period:

In compliance with the Request for Proposal and subject to all conditions thereof, the Haig Point Ferry Company agrees to a one (1) year contractual period of performance with up to four (4) optional years.

**However**, the Haig Point Ferry Company seeks to negotiate a 5+ year contract and in exchange would consider investing in the following capital improvement projects:

- Interim Buckingham Landing Improvement of amenities impacting resident and guest experience;
  - Landscaping for curb appeal and privacy
  - $\circ$  ~ Use and maintenance of the large building to create more indoor terminal space
  - Provide ancillary services, such as coffee and vending, to improve resident and guest satisfaction
- Melrose Landing -
  - Remodel the welcome center building to provide restrooms and air-conditioned waiting areas.

• Schedule and Staffing – Increase round trips during peak season to accommodate additional resident, guest and vendor traffic.

beautient beautify brandbatt				
		2020/2021 Actual	2021/2022 Budget	
Reven	ues			
	Intergovernmental <sup>1</sup>	\$0.00	\$80,000	
	Charges for Services <sup>2</sup>	\$43,756	\$97,500	
	Miscellaneous <sup>3</sup>	\$121,598	\$0.00	
Expen	ditures			
	Ferry Service Contract	\$420,107	\$240,000	
	Utilities <sup>3</sup>	\$1,888	\$6,000	
Balance (revenues under expenditures)		\$(256,641)	\$(68,500)	

## Beaufort County Overall Ferry Budget:

## Notes:

Note 1: The intergovernmental revenues are provided by the South Carolina Department of Transportation, State Mass Transit Funds

Note 2: The Charges for Services are Resident Ridership Fees collected by Palmetto Breeze. The transfer in is funding provided by Beaufort County's General Fund. The 2021/2022 budget is based the current average one way ticket price (\$6.50) multiplied by an estimated 15,000 resident one-way rides. 2018/2019 resident one-way rides were 15,665.

Note 3: Beaufort County will provide exclusive access to Buckingham Landing. Beaufort County will provide utilities including electric, water, and sewer. Haig Point Ferry Company will be responsible for; routine grounds maintenance, routine dock maintenance associated with normal wear and tear, trash collection. Beaufort County will be responsible for; heavy landscaping work such as tree removal and storm damage, structural or major maintenance repairs to the docks, water and electricity expenses, building maintenance, major parking, pavement and drainage repairs.

Note 4: Haig Point is contracted with Palmetto Breeze for daily passenger service at an estimated annual expense in excess of \$84,000.

				Number of Backup				
Vendor Name	Annual Cost	Annual Cost Notes	Primary Vessel	Vessels	<b>Embarkation Points</b>	Fares	Remarks	
	T	Ī	Ī	Ī				 
Haig Point	\$349,000, Cost breakdown, \$240,000 Ferry trips, \$90,000 Buckingham lease credit, \$9000 ticket administration, \$10,000 estimated Utilities, water/sewer, \$259,000 actual payout.	See Appendix 1 Pg 24 for cost Breakdown and Additional Services Costs	1987 Malmetto Merchant 48.9ft length and 16.7 beam holds 49 passengers or 42 passengers with cargo	5	until a permanent solution is complete. Daufuskie to Harbor	Resident fares vary between \$3 - \$8 one way. They do not provide tourist rates. Children under 4 ride free	Covers all emergencies and staff trips. Request longer 5 year term but will invest capital both embarkation points. See attached summary for more information.	
Poseidon Ferry	\$3,856,378, Cost based on proposed rate and projected revenue sales. Bidder estimated no cost to the County if ticket sales and freight revenue would offset the cost.	See Pg 18 for Revenue Share Projections and Appendix C for Cost Breakdown	Lil Diamond III - 65ft long with 20' beam holds 149 passengers. (Boat does have amenities like a/c, tv, snack bar, Wi-Fi, restrooms.)	2	Did not give specific embarkation points just states HHI and DI	Resident fares one way are \$15 and Adult one way (assuming non resident) \$25 Children under 12 free	Offers terminal improvements, fares are to high. To risky to accept this offer.	
Island Head	\$417,500, cost breakdown, \$325,000 Ferry services, \$75,000 infrastructure improvements, \$17,500 for additional parking if needed.	EMS Transport outside of normal operations \$400/hr. underway and \$75/hr. standby give to options for parking cost	Construction Year, and Last	5, no enclosed air/heated vessels.	Broad Creek Marina, HHI to Freeport Marina, DI.	Did not specify fares. Additional cost for emergency, \$400 hr. underway, \$75 hr. standby.	Request one time \$75,000 infrastructure improvement for cargo handling on both embarkation points, Broad Creek Marina, HHI, Freeport Marina, DI. Offered 35 parking spaces and additional parking for \$17,500 annually. On DI add lighting for safety at additional cost.	
If other bidders are using Buckingham Landing, a lease cost of \$90,000 will be added or credited for negotiation.	The County will pay \$16,200 annually to Palmetto Breeze for ticket validation, sales and processing on a separate contract.							

Daufuskie Island Transportation Services					
RFP 030121					
Summary Score Sheet					
Evaluators	Name of Company	Name of Company	Name of Company		
	Poseidon	Haig Point	Island Head		
Chuck Atkinson	76	87	62		
Robert Bechtold	63	80	48		
Phil Foot	46	95	38		
Jared Fralix	47	84	71		
Dave Wilhelm	53	96	80		
TOTALS:	285	442	299		
RANK ORDER					
1. Haig Point					
2. Island Head					
3. Poseidon					

ltem 8.

## **RFP DOCUMENTS**

## DAUFUSKIE ISLAND FERRY TRANSPORTATION SERVICES

## **RFP #030121**



Prepared by: Beaufort County

**Dated:** January 15, 2021

Proposal Due Date: March 01, 2021

## COUNTY COUNCIL OF BEAUFORT COUNTY PURCHASING DEPARTMENT

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

PROPOSAL NOTICE NO.	030121
CLOSING DATE AND TIME:	March 01, 2021 at 3:00 p.m. EST
PROPOSAL TITLE:	Daufuskie Island Ferry Transportation Services

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

In order for your proposal to be considered, it must be submitted to the Purchasing Department no later than March 01, 2021 at 3:00 p.m., at which time respondents to this request will be recorded in the presence of one or more witnesses. RFP received by the Purchasing Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing. A NON-MANDATORY PRE-PROPOSAL MEETING is scheduled for FEBUARY 3, 2021 at 1:30pm virtually via Webex. This is a non-mandatory meeting; all interested bidders are encouraged to attend. Please send your email address to Dave Thomas at dthomas@bcgov.net for the Webex invitation.

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

All submittals (see <u>Submission Requirements</u>) received in response to this Request for Proposal will be rated by a Selection Committee, based upon the Evaluation Form as listed on Page 11. If the best proposal respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

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

"Original Signed"

Dave Thomas Purchasing Director (843) 255-2304

## IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

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

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

## IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

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

All responses must adhere to the following guidelines:

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

Additional language if needed:

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

## TO BE INCULUDED IN YOUR RFP PACKAGE:

## **RFP FORMS THRU ESTIMATED SCHEDULE**

**Offer Form** 

**Proposal and Certification** 

**Contractor's Qualification Statement** 

Exhibits

## ALL OTHER PAGES SHALL REMAIN PART OF THE RFP

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

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## COUNTY COUNCIL OF BEAUFORT COUNTY

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



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

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

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

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

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

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

#### Beaufort County Government Post Office Drawer 1228 · Beaufort, SC 29901-1228 843-255-2354 Telephone · E-mail: compliance@bcgov.net

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## PROJECT SUMMARY

## INTRODUCTION

It is the intent of Beaufort County (hereinafter referred to as "County") to contract for ferry services to and from Daufuskie Island to transport permanent residents on a regular basis, part-time residents, long term renters, and staff as provided by the County Administrator or their designee and the Beaufort County Emergency Operation Plan, as outlined herein. Clearly defined embarkation points must be approved by the County.

## Services To Be Provided

## 1.0 FERRY VESSELS

The ferry service contract operator shall provide proof of ownership or availability rights for a minimum of two vessels, U.S. Coast Guard certified to carry a minimum of 45 passengers. Vessels providing ferry service shall be in compliance with Federal and State regulations governing passenger vessels for hire, and shall be properly equipped with safety, navigation, communication and emergency equipment required for the safe transportation of passengers, cargo and freight. The Offeror shall provide information as to how they plan to provide transportation when the primary vessel is out of service or when the contractor is unable to perform this service. Condition of vessels will be subject to the approval by the County. All vessels used for this contract must be approved in advance by the County Administrator or their designee. If other vessels are used which have not been approved, then the County may terminate this contract for default.

## 1.1 VESSEL MANNING

Vessels providing ferry service under contract shall be navigated by such complement of licensed personnel and crew as designated on the vessels' Certificates of Inspection. First mate shall be at least 18 years of age and properly trained.

1.2 The ferry service contract operator shall maintain on file with the County a current roster of personnel operating/working on all vessels used in the performance of the ferry service contract. The roster shall include the individuals U.S. Coast Guard license number and type of certification. Any changes to the roster must be approved in advance by the County Administrator or his designee. If changes to the roster are made without the approval of the County Administrator or designee, the County may terminate this contract for default.

1.3 When transporting students, contractor will provide a crew member (18 years or older and properly trained) in the cabin to ensure student supervision & safety.

1.4 Contractor must provide SLED background checks on all crew members at contractors cost on an annual basis.

## 2.0 PASSENGER SCOPE OF WORK

The Contractor will provide access to ferry service for approximately 350 Island residents and long term renters, as well as non full-time resident property owners as defined by proper ID or as approved by the County Administrator or their designee. In addition, the Contractor must provide access to properly identified governmental employees that are engaged in official business. This includes daily transport of Beaufort County Fire and EMS personnel. Contractor is also responsible for transport of emergency medical transports. Primary proposals shall consist of recommended arrival and departure points. The County will consider embarkation locations which may be proposed by a contractor as long as it does not adversely affect the departure and arrival of the riders and the condition of the docking facility is in good condition.

2.1 PARKING: Secured parking for at least thirty five (35) vehicles must be provided within a reasonable distance from the docking facilities must be able to accommodate buses.

2.2 ASSISTANCE: The Contractor will provide patrons with assistance in loading and unloading items which are portable by hand, especially those with mobility issues, and take steps necessary to accommodate ADA accessibility requirements to the greatest extent possible.

2.3 FACILITY: The embarkation/debarkation facility must be readily accessible to the general public and able to accommodate the parking requirement outlined in section 2.1.

## **PROPOSAL SUBMISSION INSTRUCTIONS**

- 1. One (1) clearly identified original which is to be electronically submitted to the Purchasing Director must be electronically transmitted by using the Vendor Registry process through our County Website at www.beaufortcountysc.gov.
- 2. Proposer(s) will be emailed a copy of the Statement of Award.
- 3. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- 4. Questions
  - a. Email questions you have, at least ten (10) calendar days prior to proposal closing date to Dave Thomas at <u>dthomas@bcgov.net</u>.
  - b. Answers to questions received that would change and/or clarify this solicitation will be posted on the County's website at <u>www.beaufortcountysc.gov</u>, 'Current Bid Opportunities' page as addendum and Vendor Registry.
  - c. Selection Committee members SHALL NOT be contacted during the RFP process.
- 5. In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

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

## **PROPOSAL SUBMITTAL CONTENTS**

To be considered for award, RFP response must include, as a minimum, the following information. Responses to items #1 through #9 combined shall not exceed 20 printed pages.

- 1.0 Letter of Transmittal limit to four printed pages.
  - 1.1 Briefly state your firm's understanding of the work to be done, and make positive commitment to perform the work.
  - 1.2 Identify your proposal's principal strengths.
  - 1.3 Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.
  - 1.4 State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.
  - 1.5 Indicate the number and dates of addenda that you have received.
- 2.0 Table of Contents clearly identify the material, by section and page number.
- 3.0 Submit any deviations from RFP and provide schedule. See Exhibit A.
- 4.0 Provide summary of Captain's experience of personnel. See **Exhibit B.**
- 5.0 Provide background and expertise of personnel. See **Exhibit C.**
- 6.0 Use vessel information form to provide required information. See Exhibit D, E & F.
- 7.0 List several of Offeror's prior similar projects with name, address, and phone of a contact with whom County can discuss proposers past performance.
- 8.0 Fee proposal. Complete all forms and fee proposal sheets. See Exhibit G.
- 9.0 Other information and materials which the proposer wishes to submit in support of his proposal, qualifications, etc.

## **Reserved Rights**

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

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

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

#### **Selection & Notification**

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

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

## **EVALUATION FORM**

	DATE:
RFP#:	TITLE:

OFFEROR:

		POINT RANGE	POINTS ASSIGNED
1.0	Demonstrated understanding of the		
	objectives and scope of work	0-10 Points	
2.0	Ability to provide safe and reliable		
	services to all ferry users	0-30 Points	
3.0	Level and quality of services for vessels and		
	facilities	0-20 Points	
4.0	Proposed cost		
		0-40 Points	

## CONTRACTUAL REQUIREMENTS

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

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

- 8.0 <u>OWNERSHIP OF MATERIAL</u>: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 <u>PERFORMANCE AND PAYMENT BONDS</u>: (*NOT Required for Professional Services*) The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of Request for PROPOSALS, Performance and Payment Bonds. Contractor shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one-hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 <u>NONRESIDENT TAXPAYERS</u>: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 <u>ADDITIONAL ELIGIBILITY</u>: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 12.0 <u>INSURANCE REQUIREMENTS</u>: Prior to commencing work/delivery hereunder, Contractor/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation <u>naming Beaufort County as an additional insured on the liability coverage</u>. Minimum coverage shall be as follows:
  - (A) <u>Worker's Compensation Insurance</u> Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws. Employers Liability minimum limits required \$500,00
  - (B) <u>Commercial General Liability Insurance</u> Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
  - (C) <u>Comprehensive Automobile Liability Insurance</u> The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 COMBINED SINGLE LIMIT.
    - 1. <u>ADDITIONAL INSURANCE REQUIREMENT</u>: Umbrella Liability Insurance Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000

- 2. Professional Liability (Errors & Omissions) vendor shall maintain a limit no less than \$1,000,000 per occurrence.
- 3. (The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- 4. The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- 5. The information described above sets forth-minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

#### 13.0 <u>INDEMNITY</u>:

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

#### 14.0 <u>TERMINATION FOR DEFAULT</u>:

- 14.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
- 14.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
- 15.0 <u>TERMINATION FOR CONVENIENCE</u>: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, and adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.
- 16.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the proposer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/RFP.

## SPECIAL INSTRUCTIONS

- 1.0 <u>INTENT TO PERFORM</u>: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the Request for PROPOSALS opening date. A review of such notifications will be made.
- 2.0 <u>RECEIPT OF REQUEST FOR PROPOSALS</u>: Request for Proposals, amendments thereto, or withdrawal requests received after the time advertised for Request for Proposals opening will be void, regardless of when they were mailed.

#### 3.0 PREPARATION OF REQUEST FOR PROPOSALS

- 3.1 All Requests for PROPOSALS should be complete and carefully worded and must convey <u>all</u> of the information requested by the County. If significant errors are found in the offeror's Request for PROPOSALS, or if the Request for PROPOSALS fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for PROPOSALS.
- 3.2 Request for PROPOSALS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 3.3 If your Request for PROPOSALS includes any comment over and above the specific information requested in our Request for PROPOSALS (RFP), you are to include this information as a separate appendix to your Request for PROPOSALS.
- 4.0 <u>AMENDMENTS</u>: If it becomes necessary to revise any part of the RFP, an addenda will be provided to all offerors who received the original Request for PROPOSALS. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 <u>ADDITIONAL INFORMATION</u>: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 <u>ORAL PRESENTATION/DISCUSSIONS</u>: Any offeror or all offerors may be requested to make an oral presentation of their Request for PROPOSALS to the County, after the Request for PROPOSALS opening. Discussions may be conducted with responsible offerors, who submit Request for PROPOSALS determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

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

- (A) Determine in greater detail such offeror's PROPOSALS.
- (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 <u>FUNDING</u>: The offeror shall agree that funds expended for the purposes of the contact must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 <u>AWARD</u>: An award resulting from this request shall be awarded to the responsive and responsible offeror whose Request for PROPOSALS is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request for PROPOSALS received, and in all cases the County will be the sole judge as to whether an offeror's Request for PROPOSALS has or has not satisfactorily met the requirements of this RFP.
- 9.0 <u>PUBLIC ACCESS TO PROCUREMENT INFORMATION</u>: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. <u>All offerors, therefore, must visibly mark as "Confidential" each part of their Request for PROPOSALS, which they consider to contain proprietary information.</u>
- 10.0 <u>DEVIATIONS</u>: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 <u>ALTERNATES</u>: Innovative alternative Request for PROPOSALS are encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for PROPOSALS are listed.

- 12.0 <u>GRATUITIES</u>: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for PROPOSALS therefore.
- 13.0 <u>KICKBACKS</u>: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

#### 14.0 <u>PROTEST PROCEDURES</u>

- 14.1 <u>Right to Protest</u>: Any actual or prospective proposer, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 <u>Authority to Resolve Protest</u>: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 <u>Decision</u>: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,
  - (A) State the reasons for the action taken; and
  - (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 <u>Notice of Decision</u>: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 14.5 <u>Finality of Decision</u>: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
  - (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
  - (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

STATE OF SOUTH CAROLINA ) ) COUNTY OF BEAUFORT )

#### CONTRACT

THIS CONTRACT (hereinafter the "Contract") entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, between the COUNTY OF BEAUFORT, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter "County") and <u>Contractor's Name</u> (hereinafter the "Contractor"), ("Party" as to each; collectively the "Parties")

#### WITNESSETH:

WHEREAS, the County wishes to contract for Name of project (the "Work" and/or "Services"); and

WHEREAS, the Contractor has represented to the County that its staff is qualified to provide the Work required in this Contract in a professional, timely manner; and

WHEREAS, the County has relied upon the above representations by the Contractor;

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

#### SECTION ONE Contract Documents

The Parties agree that the Contract Documents shall include the following, which are incorporated herein by reference:

Exhibit A: Contractor's Proposal dated <u>Month, Day, Year</u> Exhibit B: Specifications/Scope of Work Exhibit C: Insurance Requirements Exhibit D: Contractor's Insurance Certificate(s) and Endorsement(s) Exhibit E: RFQ XXXXXX Solicitation and Addendums X-X

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

As between the Contract and the Contract Documents which make up this Contract, the Contract shall govern.

In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the Contractor shall the County immediately upon discovery of the same for resolution by the County.

Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

#### SECTION TWO Scope of Work

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Work required under this Contract in a timely and workmanlike manner, professional in all aspects, and in accord with all applicable laws, rules and regulations.

The Contractor shall provide the services outlined below in conjunction with the Contractor's Proposal dated <u>Month</u>, <u>Day, Year</u>\_marked as Exhibit A, and the Scope of Work described in Exhibit B that was previously incorporated by reference. The Contractor shall commence the Work as specified in the Notice to Proceed, when it is issued, but not before it is issued. Coordination of the Work and administration of this Contract shall be by the <u>Capital Projects</u> <u>Department</u>.

#### SECTION THREE

#### Contract Price: Payment Terms

County agrees to pay for the performance of the Work described in this Contract, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated herein on the following basis:

#### Contract Amount: **Dollar amount written out** /100 Dollars (**\$X,XXX,XXX.XX**)

Payments:

Contractor shall be paid on a time and materials basis upon completion of the Work, which shall be paid upon Final Acceptance by the County's authorized representative. Final Acceptance is defined as the County accepting the Work from the Contractor when the County deems the Work completed in accordance with the terms of the Contract.

Final Payment is defined as the last payment from the County to the Contractor of the entire unpaid balance of the Contract sum as adjusted by any approved change orders.

Application for payment shall be prepared and submitted in triplicate. All invoices shall be addressed to Beaufort County, PO Drawer 1228 Beaufort, SC 29901.

#### SECTION FOUR

#### Time: Term of Contract

The County hereby contracts with Contractor to provide the Work specified herein within X years (XXX) calendar days after issuance of the Notice to Proceed.

The County reserves the right to extend the term of this Contract, if it is determined to be in its best interest.

The Contractor expressly acknowledges that time is of the essence in completion of this Contract and that the time limits and dates herein are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the work within these time limits, including time for likely delays caused by weather or from other sources. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy for delays may be an extension of time to perform the Work. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

#### SECTION FIVE

#### Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in Exhibit C, Insurance Requirements, which is attached hereto and previously incorporated by reference. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

The County must be advised immediately of any changes in required coverages.

#### SECTION SIX Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of the Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

The Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws (1976, as amended) and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance.

#### SECTION SEVEN

#### Drug-free Workplace Act

The Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all contractors executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

#### SECTION EIGHT Contractor's Warranties and Representations

The Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use best skill and attention to provide above described Work in a professional, timely manner.

The Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though the Contractor had performed the Work itself.

A. If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Work covered by the bid and provided by the Contractor are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Purchasing Director, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When required by this

Contract or when called for by the Purchasing Director, the Contractor shall provide full information concerning the material or articles that he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the County shall be at the risk of subsequent rejection by the County.

- B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Work.
- C. The Purchasing Director may, in writing, require the Contractor to remove from the Work Site any employee the Purchasing Director deems incompetent, careless or otherwise objectionable.
- D. In addition to any manufacturer's warranties, all labor and materials are warranted to be free from defects for a period of twenty-four (24) months after the date of Final Payment by the County.

#### SECTION NINE

#### Retention of Records

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

#### SECTION TEN

#### State and Local Taxes

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

The Contractor shall calculate that portion of the Contract that is subject to the eight and one half percent (8.5%) South Carolina sales and/or use tax, and this amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina Company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes the County with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

#### SECTION ELEVEN Independent Contractor

The Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. Contractor shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to the Contractor for work and expenses as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by

law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

#### SECTION TWELVE Other Contracts

The County reserves the right to undertake or award other contracts for additional work/services, and may elect to complete portions of the Work/Services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, County employees and carefully fit its own work/services to such work/services as may be directed by the County. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of work/services by any other contractor or by County and or Department employees

## SECTION THIRTEEN

#### Permits and Licenses

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and business license issued by the County. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

#### SECTION FOURTEEN Safety, Health, and Security Precautions

The Contractor shall take proper safety, health and security precautions to protect its workers and the County's property, workers and the public at all times during the term of this Contract. All materials shall be stored securely, protected from theft or damage.

## SECTION FIFTEEN

#### Inspection and Acceptance

All Work shall be subject to inspection and test by the County at all reasonable times and places. The Contractor shall, without charge, correct any workmanship found by the County not to conform to the Contract requirements.

#### SECTION SIXTEEN Conditions Affecting the Work

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions that can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

#### SECTION SEVENTEEN Cleanup Work: Repair of Damages

During the performance of the Work, the Contractor shall continuously keep County-provided work space (the "Work Site") and areas adjacent thereto in an orderly condition, free and clear from debris and discarded materials.

Contractor will restore or replace, when and as directed by the County, any public or private property damaged or destroyed by Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.

#### SECTION EIGHTEEN Damages

The Contractor expressly agrees that if the Work, or any part thereof, is not performed or completed in a timely or professional manner in accordance with this Contract or any amendment thereto, the Contractor will redo the work at no cost to the County. If the Contractor fails to redo the work to the county's satisfaction and, the Contractor shall be liable to the County for actual damages that relate to the Contractor's failure to perform or complete the Work in the manner described above. If actual damages are agreed to by the County and the Contractor or awarded by the Court, the County shall have the right to deduct from and retain out of monies, which may be then due or which may become due and payable to the Contractor, the amount of such actual damages; and if the amount so retained by the County is not sufficient to pay in full such actual damages.

#### SECTION NINETEEN Suspension of Work

The Purchasing Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

The Purchasing Director may order suspension of the Work in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work.

When the Purchasing Director orders any suspension of the Work under the paragraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

#### SECTION TWENTY

#### Modification of Contract

The County's Purchasing Director has the unilateral right to modify this Contract, within the general scope of work described above and in Exhibit B, when the modification is in the best interest of the County, provided however, the Contractor is given written notice of any such modification and the County is responsible for paying Contractor for any additional expenses incurred by the Contractor that relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee and the schedule for performance. The Contractor is obligated to perform the revised contract when so directed by the Purchasing Director, and the County is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

#### SECTION TWENTY-ONE Termination

#### A. For Convenience

The Purchasing Director, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

#### B. For Default

If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the County shall have the right to inform the Contractor of the default and demand that the Contractor immediately deliver a plan to remedy the default. If the Contractor does not respond with a timely or reasonably achievable plan, the County may terminate forthwith this Contract by additional written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this Section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from the Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

#### C. Termination for Non-Appropriation of Funds

The Purchasing Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

#### D. Rights Cumulative

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

#### SECTION TWENTY-TWO Indemnification

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent or intentionally wrongful performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, the Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of a claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

#### SECTION TWENTY-THREE Gratuities and Kickbacks

<u>Gratuities</u>. It shall be unethical for any person to offer, 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, preparation or 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 of a contract or subcontract, or to any solicitation or proposal therefore.

<u>Kickbacks</u>. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

#### SECTION TWENTY-FOUR Labor: Subcontractors

No subcontracts shall be allowed without the prior written approval of the County. The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Contract.

Employment of labor by the Contractor shall be effected under conditions which are satisfactory to the County. The Contractor shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the County.

The Contractor assumes the responsibility for assuring that its working forces are compatible with the County employees and the Contractor is responsible for making itself aware of those forces. The Contractor will furnish a competent representative who is to be kept available to represent the Contractor for the purpose of receiving notices, orders and instruction. No substitutions shall be made of such Contractor's representative without the approval of the County and a replacement by someone with comparable, skills, experience and talent.

## SECTION TWENTY-FIVE

Assignment

The Contractor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Contractor shall not assign any money due or that may become due to it under said the Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

#### SECTION TWENTY-SIX Controlling Law

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Fourteenth Judicial Circuit, Beaufort County, South Carolina.

#### SECTION TWENTY-SEVEN Entire Contract

This Contract constitutes the entire understanding and contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

#### SECTION TWENTY-EIGHT Severance

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

# SECTION TWENTY-NINE <u>Non-waiver</u>

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract under their several seals as of the day and year first written above.

WITNESS:		BEAUFORT COUNTY
	 By:	
	 Its:	
		CONTRACTOR
	By:	
	 Its:	

#### RFP #XXXXX NOTICE OF AWARD

Dated:Bid No.:	
То:	
Name:	
Address:	_
Owner:	
Title of Work:	
Location:	

You are hereby notified that your Bid for the above work has been accepted, and you are awarded a contract, per enclosed copy of Resolution of Award of Contract.

One copy of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions, precedent within fifteen days of the date of this Notice of Award.

1. You must deliver to the **OWNER** five (5) fully executed counterparts of the Agreement, including the Contract Documents. The cover of the bound Contract Documents and the title sheet of the drawings must bear your authorized signature.

2. You must deliver with the executed Agreement, Construction Performance and Payment Bonds, as specified in the General Conditions and Supplementary Conditions in the form set forth in the Agreement.

#### RFP #XXXXXX NOTICE OF AWARD

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten days after you comply with the conditions mentioned above, **OWNER** will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

You are advised that, in accordance with Paragraph 2.01 of the Standard General Conditions of the Contract Between Owner and Contractor you will be required, following Notice to Proceed, to deliver certificates of insurance and bonds prior to starting any work at the site.

**OWNER: Beaufort County** 

BY:\_\_\_\_\_ (Authorized Signature)

Title:\_

#### RFP #XXXXXX

#### NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of) ) ss.
County of)
, being first duly sworn, deposes, and says that:
(1) They is (Owner, Partner, Officer, Representative, or Agent) of, hereinafter referred to as the "Subcontractor;
(2) They is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to, the Contractor for certain work in connection with the Contract pertaining to the Project in Beaufort County, South Carolina;
(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;
(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Beaufort County or any person interested in the proposed Contract, and,
(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
Signed
Title
Subscribed and Sworn to before me this day of, 20

RFP #030121

My Commission Expires:\_\_\_\_\_

Title

(SEAL)

Date

## (BALANCE OF PAGE LEFT INTENTIONALLY BLANK)



# **Beaufort County**

**Purchasing Department** 

**Offer Form** 

Request for Proposal Title: \_\_\_\_\_

RFP Notice Number: \_\_\_\_\_

The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to Beaufort County a RFP that contains all terms, conditions, specifications and amendments in the Request for Proposal (RFP) issued by the County listed above. Any exception to the terms contained in the RFP must be specifically indicated in writing and are subject to the approval of the County prior to acceptance. The signature below certifies your understanding and compliance with the terms and conditions contained in this RFP.

Company Name:	
Federal Tax ID Number:	
Mailing Address:	
City, State, Zip Code:	
Telephone Number:   (	_)
Fax Number:         )	
E-Mail Address:	
Authorized Signature	
Printed Name and Title	
Date	



## PROPOSAL AND CERTIFICATION

RFP NO.

PAGE <u>1 of 3</u>

 Addendum No.
 Dated
 Addendum No.
 Dated
 Dated

 Addendum No.
 Dated
 Addendum No.
 Dated
 Dated

The undersigned \_\_\_\_\_\_, having carefully examined the information contained in (Name of Company) the Beaufort County RFP Number #\_\_\_\_\_\_ dated \_\_\_\_\_, 2021, proposes to provide ferry services to Beaufort County Government, as outlined in this RFP.

In compliance with the Request for Proposals #\_\_\_\_\_, and subject to all conditions thereof, the undersigned agrees:

(a) This RFP, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and

(b) To furnish all services, materials, and equipment necessary and incidental to perform the subject services.

#### CERTIFICATION

State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance by indicating

\_\_\_YES OR \_\_\_NO

(If you indicated "YES", explain fully in a separate attachment)

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

\_\_\_YES OR \_\_\_NO

(IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE IN A SEPARATE ATTACHMENT)

RFP NO.

PAGE <u>2 of 3</u>

This RFP is submitted for use in connection with and in response to Beaufort County RFP # \_\_\_\_\_\_. This is to certify, to the best of my knowledge and belief, that the information summarized herein are complete, current, and accurate as of \_\_\_\_\_\_, 2021, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project.

This RFP is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a RFP for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP.

Signature of Consultant's Representative authorized to enter into contract with Beaufort County Council:

COMPANY NAME:		
BY:	DATE:	
(Signature)		
TYPE/PRINT:		
(Name) (Title)		
ADDRESS:		
(Street Add	dress and/or P. O. Box	Number)
(City)	(State)	(Zip Code)
PHONE: ( )	FAX: ()	
(Area Code) Phone Number	(Area Code) F	Fax Number
EMAIL:		
FEDERAL ID#: S.C. TAX #:		

RFP NO.

PAGE <u>3 of 3</u>

IS YOUR FIRM: 1.SOLE PROPRIETORSHIP\_\_\_YES \_\_\_NO 2. PARTNERSHIP \_\_\_YES \_\_\_NO 3. CORPORATION \_\_\_YES \_\_\_NO

IF COMPANY IS A SOLE PROPRIETORSHIP, LIST THE OWNER'S FULL LEGAL NAME:

IF COMPANY IS A PARTNERSHIP, LIST THE PARTNERS' FULL LEGAL NAMES:

IF COMPANY IS A CORPORATION, LIST THE FULL LEGAL NAME, AS LISTED ON THE CORPORATE CHARTER:

IS THIS FIRM A MINORITY, OR WOMAN-OWNED BUSINESS ENTERPRISE?

\_\_\_\_\_YES \_\_\_NO IF YES, SPECIFY: \_\_\_\_MBE \_\_\_\_WBE

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY? \_\_\_\_\_YES \_\_\_\_NO

IF YES, SPECIFY GOVERNMENTAL AGENCY:

DATE OF CERTIFICATION:

## **CONTRACTOR'S QUALIFICATION STATEMENT**

A.	GENERAL	
A.1	Submit to:	
A.2	Name of Project (if applicable): [Project Title]	
A.3	Contractor:	
N	Name:	
Ν	Mailing Address:	
S	Street Address:	
Т	Celephone Number (including area code):	
F	Facsimile Number (including area code):	
C	Contact Person:	
C	Contact Person's Telephone Number:	
S	South Carolina Contractor's License Number:	
B.	BUSINESS ORGANIZATION	
B.1	Check type of business organization:	
C	Corporation Partnership Individual	
J	oint Venture Other	
(]	Name of Partners)	

2 If a corporation:					
State of Incorporation:					
E.I. IID Nouthan	gistration I				
NameAddress Phone No. Position					Years in
Officers: President					
Vice President (s)					
Secretary					
Treasurer					
Are you a Subchapter S Corporation:	Yes	No <u> </u>	Address	Phone No.	
Subchapter S Shareholders:					
3 If a partnership:					
Date of Organization:					
Type of partnership:					
List of General Partners:					
	<u>Years a</u>	<u>s GP</u>			
Name Address & Phone No.					
<u>Name</u> <u>Address &amp; Phone No.</u>					

B.4 If individually owned:

Name, address, and phone number of sole-proprietor:
Years in business:
B.5 Have you ever operated under another name? Yes No
If yes,
All other business names and addresses of principal placed of business for each business.
Number of years in business under each name:
Contractor's license number in each state in which a business was operated.
C. BONDING
C.1 Bonding Agent:
Name:
Address:
Telephone Number (including area code):
Contact Person:
C.2 Bonding Company:
Name:
Address:
Telephone Number (including area code):
Contact Person:
Best's Key Rating of bonding company:

- C.3 Number of years this bonding company has acted as surety for you:
- C.4 Bonding Capacity: Maximum single job size:

Total bonding limit:

C.5 Do you intend to use any alternative form of security?

If so, indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)

Form of Security Bank or Savings & Loan Contact Address & Phone #

C.6 Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?

Yes No

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.7 Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?

Yes No

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.8 If you answer yes to the following, provide the name, address, telephone number, contact person, and circumstances relating to the question on a separate attachment.

Have you or any officer, partner, or owner of your organization, in any state or territory of the United

States, or with respect to any agency of the Federal government:

- a. in the last five years, received any fines or citations for building code violations which were unrelated to design? Yes\_\_\_ No\_\_\_
- b. <u>ever</u> been found to be guilty of charges relating to conflicts of interest: Yes\_\_\_ No\_\_\_
- c. <u>ever</u> been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery? Yes\_\_\_\_No\_\_\_
- d. in the last five years, been found guilty of any minority contracting law violations? Yes\_\_\_ No\_\_\_
- e. in the last five years, pleaded no contest in any criminal proceeding related to contracting? Yes\_\_\_ No\_\_\_
- f. <u>ever</u> been disbarred from doing Federal, state, or local government work for any reason? Yes\_ No\_
- g. <u>ever</u> been terminated on a contract due to your default? Yes\_\_\_ No\_\_\_
- h. in the last five years, paid liquidated damages for being late on a project? Yes\_\_\_ No\_\_\_
- i. in the last five years, been subject to tax collection proceedings? Yes\_\_\_ No\_\_\_
- j. In the last seven years, filed for bankruptcy? Yes\_\_\_ No\_\_\_

If the answer to j. was yes, under what chapter of bankruptcy did you file?

Are you operating under Chapter 11 status now? Yes\_ No\_

If you filed under Chapter 11 Reorganization, how long did you operate under this status?\_\_\_\_\_

#### **D. SAFETY**

- D.1 Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body?
- Yes\_\_\_ No\_\_\_

If yes, state date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. (Provide attachments if necessary.)

- D.2 Describe, in detail, the major components of your safety program. (Provide attachments if necessary.)
- D.3 List your workman's compensation experience modifier for the last three years.

20 20 20

#### E. KEY PERSONNEL AND PROJECTS

- E.1 Attach a resume for the designated employee. As a minimum, provide number of years in his/her field, number of years with your organization, education, registrations, awards, prior employment experience, etc.
- E.2 <u>Attach</u> a list of <u>all</u> relevant projects.

JOB #1 Name:
Address:
Size of Project:
Owner's Name:
Address:
Telephone Number:
Contact:
Staff Member's Name:
Address:
Telephone Number:
Contact:
Final Contract Amount:
Provide Project Description:

JOB # 2 Name:
Address:
Size of Project:
Owner's Name:
Address:
Telephone Number:
Contact:
Staff Member's Name:
Address:
Telephone Number:
Contact:
Final Contract Amount:
Provide Project Description:

JOB # 3 Name:
Address:
Size of Project:
Owner's Name:
Address:
Telephone Number:
Contact:
Staff Member's Name Name:
Address:
Telephone Number:
Contact:
Final Contract Amount:
Provide Project Description:

- E.4 Provide your gross annual receipts for the last three years. 20\_\_\_\_\_\_20\_\_\_\_\_20\_\_\_\_\_20\_\_\_\_\_20\_\_\_\_\_
- E.5 Attach a list of your current work in progress. As a minimum, provide project names and addresses, contract amounts, and contract status.
- E.6 What qualifications relevant to the project(s) proposed by this Owner do you believe are unique to your organization?

- E.7 a. State how your firm would staff this project.
  - b. Provide resumes for key personnel to be assigned to this project. As a minimum, provide resumes for the project manager and site superintendent, including number of years experience in his/her field, number of years with your organization, education, registrations, award, prior employment experience, references, etc. (Provide attachments as necessary.)

## F. REFERENCES

F.1 Provide at least five references from each industry group listed. Provide other references as requested. Provide <u>current</u> names, addresses, telephone numbers, and contacts.

Financial Institutions:	

#### **RFP #030121**

#### Company Name: \_\_\_\_\_

#### Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance.

Circle Yes or No.

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

Signature \_\_\_\_\_

#### EXHIBIT A

# RFP NO\_\_\_\_\_ PAGE 1 \_\_\_\_\_

1. List Deviations

2. Provide parking and groundskeeping for a minimum of 35 vehicles at both embarkation locations.

## Boat shall not be docked at any public boat landing for more than 3 hours. Beaufort County Schedule: (Final Schedule to be negotiated with awarded <u>contractor(s):</u>

#### **Mornings**

Depart:	DI	<u>6:30</u> a.m.
Arrive:	HHI	<u>7:10</u> a.m.
Depart:	HHI	<u>7:30</u> a.m.
Arrive:	DI	<u>8:10</u> a.m.
Depart:	DI	<u>11:30</u> a.m.
Arrive:	HHI	<u>12:10</u> a.m.
<u>Afternoons</u>		
Depart:	HHI	<u>3:30 p.m.</u>
Arrive:	DI	<u>4:10 p.m.</u>

Arrive:	DI	<u>4:10</u> p.m.
Depart:	DI	<u>4:30</u> p.m.
Arrive:	HHI	<u>5:10</u> p.m.
Depart:	HHI	<u>5:30</u> p.m.
Arrive:	DI	<u>6:10</u> p.m.

RFP NO					
PAGE	1	of	_1_	_	

#### EXHIBIT B

### **PERSONNEL STAFFING CAPTAIN** (include at least 5 years of Captain's employment history)

#### STAFF MEMBER BACKGROUND AND EXPERTISE OF PERSONNEL

1.	
	(Name)
	(Title)
2.	
	(Name)
	(Title)
3.	
5.	(Name)
	(Title)
4.	
ч.	(Name)
	(Title)
5	
5.	(Name)
	(Title)

RFP NO					
PAGE	1	of	1		

#### EXHIBIT C

#### **PERSONNEL STAFFING CREW MEMBERS** (include name of first mate and other crew members)

#### STAFF MEMBER BACKGROUND AND EXPERTISE OF PERSONNEL

1.	
	(Name)
	(Title)
2.	
	(Name)
	(Title)
3.	
	(Name)
	(Title)
4.	
	(Name)
	(Title)
5.	
	(Name)
	(Title)

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PAGE	1	of	1	

#### EXHIBIT D

#### PRIMARY VESSEL (This form may be use for the County Contract)

Owner:			Operator:	
Address:				
Name of Vessel	-			
Length				
Beam				
Cruising Speed	-			
Propulsion (TYPE)				
Horsepower				
Communication Equipment				
Navigation Electronics				
Radar Type				
USCG Certified for Pa	ssengers	_ Date	_	
Cargo/Freight Capacity lb.	cu.ft.			
Constructed Year L	ast drydock or haul o	ut		
Location	_			
Enclosure: Beam aspect photograph	(Contractor must prov	vide vessel photo	os)	

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RFP NO		<u>EXHIBIT E</u>
PAGE1_of1		
	BACK-UP VESSEL	
VESSEL CHARACTERISTICS		
Owner/Operator/Firm:		
Address:		
_		
Name of Vessel		
Length		
Beam		
Cruising Speed		
Propulsion		
Communication Equipment		
Navigation Electronics		
USCG Certified for Pass	engers Date	
Cargo/Freight Capacity lb.	cu. ft.	
Constructed Year Las	t drydock or haul out	
Location		
Enclosure: Beam aspect photograph		
How do you plan to back-up this vessel	!?	

Do you have any contracts with others to provide the ferry service, if you could not do so? If so, provide copy of contract and list information on  $\underline{Exhibit F}$ .

RFP NO	<u>EXHIBIT</u> F
PAGE 1 of 1	
	TRACTOR'S RY VESSEL
VESSEL CHARACTERISTICS	
	Operators:
Address:	
Name of Vessel	
Length	
Beam	
Cruising Speed	
Propulsion (TYPE)	
Horsepower	
Communication Equipment	
Navigation Electronics	
Radar Type	
USCG Certified for Passengers	Date
Cargo/Freight Capacity lb c	cu. ft.
Constructed Year Last drydock or	r haul out
Location	
Enclosure: Beam aspect photograph (Contractor mu	ust provide vessel photos)
Would this sub-contractor meet the County's minimu	um insurance requirement?

EXHIBIT G

PAGE 1 of 2

#### PRICE PROPOSAL AND CERTIFICATION

The undersigned \_\_\_\_\_\_, having carefully examined the information (Name of Offeror) contained in the Beaufort County RFP Number #\_\_\_\_\_ dated \_\_\_\_\_, 2021, proposes to provide Ferry Services to Beaufort County Government, as outlined in this proposal, at the prices specified below:

#### **Provide annual cost for ferry services for Beaufort County:**

1. Total annual cost to provide all required services:

<u>\$</u> (numbers)	(	(words)
---------------------	---	---------

**Charges for this service shall be based upon actual needs as required.** It is **estimated** that the number of fares will depend on the number of riders and trips they make. Therefore, the offeror should provide a cost for one-way fare and a cost for round trip. Usage of the service will be tracked by means of the trip manifest (using a County approved ridership list) that will be converted into a spreadsheet each month for billing. The successful contractor will invoice the County on a <u>monthly</u> basis. Contractor will make provisions and be responsible for all cost of ticket sales/outlet on both sides of the river to include parking. The County will require daily round trip transport for Fire and Rescue personnel.

## Note: The final ferry services, schedule, and trips will be determined by mutual agreement with the awarded contractor(s), and Beaufort County Council.

In compliance with the Request for Proposal #\_\_\_\_\_ and subject to all conditions thereof, the undersigned agrees:

- (a) This quote, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and
- (b) To furnish all services, materials, and equipment necessary and incidental to perform the subject audits.

RFP NO
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EXHIBIT G

PAGE <u>2 of 2</u>

This proposal is submitted for use in connection with and in response to Beaufort County RFP # \_\_\_\_\_\_. This is to certify, to the best of my knowledge and belief, that the cost and pricing data summarized herein are complete, current, and accurate as of \_\_\_\_\_\_\_, 2021, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project. If further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

This cost proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative authorized to enter into contract with Beaufort County Council:

DATE:	
(Title)	
or P. O. Box Number	r)
(State)	(Zip Code)
( )	
(Area Code) Ph	none Number
C. TAX #:	
	(Title) for P. O. Box Number (State) ()

#### ATTACHMENT 1 ESF-1

#### TRANSPORTATION

#### PRIMARY AGENCY: Palmetto Breeze

SUPPORT AGENCIES:Palmetto Breeze Transit, Inc.Beaufort County Disabilities & Special Needs (DSN)Beaufort County Parks & Leisure Services (PALS)Beaufort County Senior Services (Council on Aging)

#### I. INTRODUCTION

A disaster or any emergency may severely damage the local transportation infrastructure. Most state/local transportation activities will be hampered by damaged roads, bridges, and disrupted communications. Responses, which require mass transportation assets, will be coordinated by ESF-1 during immediate pre and post disaster period. The County's emergency responsibility will primarily include the allocation and prioritization of local transportation assets, to include the allocation and prioritization of local transportation requests from local agencies and local government.

#### II. GENERAL

#### A. **Purpose**

To provide for the coordination and use of all county, public, private, and volunteer transportation resources within Beaufort County during a disaster situation.

#### B. Organization

The Palmetto Breeze Director has been assigned as Beaufort County Transportation Unit Leader. The Director is responsible for coordinating transportation assistance to all county, public, private, and volunteer transportation organizations within the County, as requested or required by the disaster event.

#### III. CONCEPT OF OPERATIONS

A. Transportation operations will be controlled from the County EOC and/or Mobile Command Post.

#### ESF 1

#### **Concept of Operations Continued**

- B. The Transportation Unit Leader will coordinate all unmet transportation requirements during a disaster period.
- C. Requests for use of additional transportation resources will be made through the County EOC. State and Federal support will be committed, as available, on a mission type basis upon request to the State.
- D. All county, public, private and volunteer transportation organizations may be requested for assistance by the Transportation Unit Leader, when required during a disaster period. These include County departments

and other agencies with air-water ground transportation resources.

#### IV. RESPONSIBILITIES

#### A. **Preparedness/Mitigation**

#### 1. Transportation Service Unit Leader:

- a. In coordination with the supporting agencies and EMD, develops plans and procedures, organizes personnel, and maintains a readiness posture.
- b. Maintains liaison with the Director of the County EMD, as well as all organizations within the Transportation Service.
- c. Review, develop, and prepare procedures for acquisition of additional equipment, supplies, and resources.
- d. Develops and maintains a transportation resources list by type and availability, maintained under separate cover.
- e. In coordination with the Director of the Beaufort County EMD, reviews the Emergency Public Information materials and obtains evacuation routes to be used during disaster operations.
- f. Conducts a yearly test and exercise of this ESF, when requested by EMD or required for planning updates.

#### 2. Local Government, Public, Private, and Volunteer Organizations:

a. Maintains liaison with the Transportation Service Unit Leader.

#### ESF 1 Responsibilities Continued

b. Develop SOP's for use during disaster operations.

#### B. Response.

- 1. **Transportation Unit Leader:** 
  - a. Activates ESF-1 upon request of the EMD Director or as required.
  - b. Provide representative to EOC or Field Command Post.
  - c. Coordinates and maintains liaison with all organizations supporting the Transportation Service.
  - d. Maintains liaison with law enforcement personnel regarding traffic flow into and out of the disaster area.

- e. Maintains liaison with organizations providing or requiring transportation support.
- f. Requests State School Bus Transportation Office to provide support and maintenance for the state owned buses when required.
- g. Reports damage to vehicles and equipment to the County EOC.
- h. Sets up procedure for refueling of non-county transportation vehicles.

#### 2. Local Government, Public, Private, and Volunteer Organizations:

- a. Maintain liaison with the Transportation Unit Leader.
- b. Keep personnel of their organizations informed on the current situation.
- c. Maintain liaison with law enforcement personnel for current information on the traffic control situation.

#### ESF 1

#### C. Recovery

#### 1. **Transportation Unit Leader:**

- a. Provides transportation support for movement of personnel, supplies, and equipment.
- b. Maintains coordination with the Beaufort County EMD and all organizations of the Transportation Service.
- c. Reports damage to vehicles and equipment to the Beaufort County Risk Manager and requests assistance for replacement equipment as required.
- d. Keep all transportation organizations informed on current situation and projected needs.
- e. Maintain records for labor, materials, and equipment utilized for federal reimbursement.
- f. Provide after-action reports, situation reports, and other reports as required.

#### 2. Local Government, Public, Private, and Volunteer Organizations:

- a. Maintain liaison with the Transportation Unit Leader.
- b. Inform all personnel of the current situation.
- c. Move personnel, supplies, and equipment, as required and available.
- d. Report damage to vehicles and equipment to the Transportation Unit Leader.
- e. Maintain records for labor, materials, and equipment utilized for federal reimbursement.
- f. Provide after-action reports, situation reports, and other reports as required.

#### V. LOCAL STATE FEDERAL INTERFACE

County ESF-1 will coordinate with State/Federal ESF-1 to obtain assistance as required. Care will be taken to coordinate and obtain such civil transportation as required, with the appropriate state and local governmental entities to avoid tasking competing service demands upon the civil transportation sector. Records for labor, materials, and equipment will be maintained for federal reimbursement. After-action reports, situation reports, and other reports will be provided as required.



#### **ITEM TITLE:**

Arthur Horne recommendation for award of Furniture, Fixtures and Equipment (FF&E)

**MEETING NAME AND DATE:** 

Public Facilities Committee – May 17, 2021

#### **PRESENTER INFORMATION:**

Jared Fralix, ACA - Engineering

(5 mins)

#### **ITEM BACKGROUND:**

Provide new Fixtures, Furniture and Equipment (FF&E) throughout the new Arthur Horne building to include window treatments, artwork and relocation of Magistrate Court, Assessor, and Information Technology/GIS departments.

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

On April 8, 2021 Beaufort County received two bids from State Approved vendors for FF&E. Analysis of the bids submitted revealed FSI Office / Forms & Supply the lowest, most responsive bidder.

- 1. FSI Office / Forms & Supply
- 2. Herald Office Solutions
- \$401,917.98 \$430,396.87

FF&E budgeted at \$470,895.

#### FISCAL IMPACT:

FSI Office / Forms & Supply total of \$401,917.98. With a 10% contingency of \$40,192 for the total amount of \$442,109.98. Funding is 2020 GO Bond amended with a fund balance of \$1,216,199.82.

#### **STAFF RECOMMENDATIONS TO COUNCIL:**

Staff recommends the award for FF&E to FSI Office / Forms & Supply.

**OPTIONS FOR COUNCIL MOTION:** 

Motion to approve/deny recommendation of award to FSI Office / Forms & Supply.



### Recommendation for Contract Award

May 04, 2021

Ms. Andrea Atherton Director / Capital Projects Beaufort County 2266 Boundary Street Beaufort, South Carolina 29901

#### Re: Beaufort County New Office Building Furniture, Fixtures and Equipment (FFE)

Ms. Atherton:

Please find attached, the following documents for the above referenced project.

- Certified Bid Tabulation showing FSI Office / Forms & Supply, Inc. as the apparent low bidder.
- FSI Office / Forms & Supply, Inc's Bid Form.
- Herald Office Solutions Bid Form.

Having reviewed these documents and having found them to meet the requirements of the Instructions to Bidders, Beaufort County's Standard Provisions and other requirements specified on the Drawings and in the Addendum, we recommend award of a Contract for Furniture, Fixtures and Equipment (FFE) for the Beaufort County New Office Building project to FSI Office / Forms & Supply, Inc., in the amount of four hundred and one thousand, nine hundred and seventeen dollars and ninety eight cents (401,917.98). This figure includes the following:

A. Base Bid B. Contingency Allowance		\$309,139.82 \$15,457.00
	Total Bid (A+B)	\$324,596.82
Alternate 01 (Relocation / Move Manage Alternate 02 (Window Treatments) Alternate 03 (Artwork)	ement)	\$24,500.00 \$10,516.93 \$22,122.00
Taxes on Materials		\$20,182.23
	Total Bid	\$401,917.98

With regard to the Bids and the Bid Process, please note the following.

• Both bidders submitted their bid on time and both bids appear to be complete and responsive. Additionally, both bidders acknowledged receipt of all four (4) addendum.

- FSI Office / Forms & Supply, Inc was advised that they are the apparent low bidder and they were asked to check their bid for clerical errors. Based on a May 04, 2021 conference call with Todd Ware at FSI Office / Forms & Supply, Inc., it is our understanding that they have done so and they are comfortable with their bid as submitted.
- The Contract Period is ninety (90) calendar days from issuance of a written notice to proceed and Liquidated Damages have been specified as five hundred dollars and zero cents (\$500.00) per day. Notice to proceed will be issued after all submittals have been approved by the Owner and the Architect. This was also discussed with Mr. Ware in the May 04, 2021 conference call referenced above and no exceptions were noted except that furniture that arrives damaged cannot be returned and replaced in that time frame.

If all of the alternates are accepted, the Contract Period will be increased to ninety nine (99) calendar days. Notice to proceed and liquidated damages will remain as indicated above.

- A payment and performance bond will be provided by FSI Office / Forms & Supply, Inc.
- If the County accepts all of the alternates, the scope of work for the contract will include new
  furniture throughout the new three-story building, window treatments in all of the exterior windows
  (except for the building lobby), relocation (move management) of all three departments from their
  current locations to the new building and artwork in the new building's public spaces.

Should you have any questions regarding this recommendation or the attached documents, please don't hesitate to call or write.

Sincerely,

**Beaufort Design Build, LLC** 

10

Daniel C. Saltrick, AIA

Copy: Mr. Mark Roseneau, Director, Beaufort County Facility Management

Attachments: Certified Bid Tabulation FSI Office / Forms & Supply, Inc. Bid Form Herald Office Systems Bid Form

ЫΝ
2:00 PN
at 2
2021
08,
April
Thursday,
Time:
Date and
Bid

Beaufort County Facility Management 120 Shanklin Road, Beaufort, South Carolina 29906 Bid Location:

# Beaufort County New Office Building Furniture, Fixtures and Equipment (FFE)

104 Ribaut Road, Beaufort, South Carolina 29902



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Item or Description		
Bidder	Herald Office Solutions	FSI (Forms & Supply, Inc.)
A. Base Bid	\$330,367.10	\$309,139.82
B. Contingency Allowance – Five Percent (5%)	\$16,518.35	\$15,457.00
D. Total Bid (A+B)	\$346,885.45	\$324,596.82
Alternate Bid Items		
Alternate 01: Provide the total cost for all labor, materials and equipment required to relocate the Beaufort County IT and GIS Department, Magistrate Court and Assessor's Office from their current locations to the new Beaufort County Office Building.	\$35,000.00 Add 3 calendar days	\$24,500.00 Add 3 calendar days
Alternate 02: Provide the total cost for all labor, materials and equipment required for installation of window treatments at all exterior windows except for those in the Building Lobby.	\$19,500.00 Add 5 calendar days	\$10,516.93 Add 3 calendar days
Alternate 03: Provide the total cost for all labor, materials and equipment required for installation of artwork in the following public spaces: First floor Building Lobby, Elevator Lobby and Corridor; second floor Elevator Lobby, Waiting and Corridor and third floor Elevator Lobby and Corridor.	\$9,300.00 Add 3 calendar days	\$22,122.00 Add 3 calendar days
7% Sales Tax on Materials	\$19,711.42	\$20,182.23
Unit Prices	There are no Unit Prices	There are no Unit Prices

Certification: Bids tabulated herein were opened on Thursday, April 8, 2021 at 2:00 PM, in the office of Beaufort County Facility Management, 120 Shanklin Road, Beaufort, South Carolina 29906. The above Tabulation is true and accurate.

Certified by: <u></u>

Daniel C. Saltrick, AIA

May 04, 2021 uo

Beaufort Design Build, LLC IFB Number 112918

#### Item 9.

#### **BID PROPOSAL FORM**

Beaufort County New Office Building Furniture, Fixtures and Equipment (FFE)

> For Beaufort County PREPARED BY: Beaufort Design Build, LLC 2 Fire Station Lane Seabrook, South Carolina 29940 843-466-3664

#### BID DATE: Thursday, April 08 at 2:00 PM

TO: Attn: Mark Roseneau Beaufort County Facility Management 120 Shanklin Road Beaufort, South Carolina 29906

#### FROM: Forms + Supply, Inc. Name of Bidder

The undersigned Bidder hereby declares that his or her Proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that it is in all respect fair and in good faith, without collusion or fraud. It is the Bidder's intention & purpose to enter into a Contract with Beaufort County. The Bidder signifies that his or her bid is all-inclusive to provide Furniture, Fixtures and Equipment (FFE) as described in the Drawings prepared by Beaufort Design Build and dated March 10, 2021 and as described in this Bid Form. The Bidder has carefully examined the referenced Documents and is familiar with the scope, details, intent, and conditions under which the Work, or any part of it, is to be executed, and the conditions which must be fulfilled in the furnishing of the Work.

Beaufort County intends to award a contract for this Work based on best value (not necessarily lowest cost), taking into consideration cost and the quality of materials, furniture, systems, etc. proposed by each bidder.

<u>The Bidder</u> hereby proposes to furnish all labor, materials, equipment and services necessary to perform the Work required in the Documents and under the terms of this Proposal for the amounts listed below.

A. Base Bid:	\$_	309,139.82	
<b>B.</b> Contingency Allowance:	\$_	15,457.00	<u>5%</u> *
C. Total Bid: (A+B+C)	\$_	324,596.82	
		(Herein referred to as the Total Bid)	

\* The Contingency Allowance will be used for unspecified and/or unforeseen labor, materials, products and systems that might be required or requested during the course of the Project. The Contractor will be authorized to bill against the Contingency Allowance only by written change

order issued by the Architect. At project closeout, any unused portion of the Contingency Allowance will be credited to the Owner by written change order.

#### **ALTERNATES:**

<u>Alternate 01:</u> Provide the total cost for all labor, materials and equipment required to relocate the Beaufort County IT and GIS Department, Magistrate Court and Assessor's Office from their current locations to the new Beaufort County Office Building. The Bidder will provide boxes, bins, tags and other items necessary for packing all items including those in common areas, those in private offices and workstations and those in public areas. Beaufort County will be responsible for packing and unpacking boxes. By submitting this Alternate Bid Item, the Bidder agrees that he or she has visited all four (4) locations – existing and new building – and is familiar with the volume and type of contents, building and site organization including driveways, parking lots and loading areas and roadways and routes between buildings.

Beaufort County's IT Department will be responsible for shutting down and disconnecting all computers, monitors, copiers and printers. As appropriate, devices, accessories, cables, connectors, etc. will be placed in the Contractor provided boxes or bins which will be relocated by the Contractor then unpacked by Beaufort County IT. All computer servers and related racks, connections, cables, connectors, etc. will be relocated by Beaufort County IT.

Add to the Base Bid: <u>\$ 24,500.00</u>

\_\_\_\_ Calendar Days:\_\_\_\_\_**3**\_\_\_\_

<u>Alternate 02:</u> Provide the total cost for all labor, materials and equipment required for installation of window treatments at all exterior windows except for those in the Building Lobby. Provide miniblinds with .008" thick, 1" prefinished cold-rolled aluminum slats with heavy-duty wand tilt and cord lift. Products shall meet requirements of NFPA 701 and shall have a Class B rating for interior finishes (International Building Code). Braided ladder shall be 100% polyester yarn, incorporating two extra strength rungs per ladder and shall have a standard spacing Of 0.85". Slats shall be treated with a polyester-baked enamel topcoat. Colors will be selected from the manufacturer's standard line.

Add to the Base Bid: **\$ 10,516.93** 

Calendar Days: 3

<u>Alternate 03:</u> Provide the total cost for all labor, materials and equipment required for installation of artwork in the following public spaces: First floor Building Lobby, Elevator Lobby and Corridor; second floor Elevator Lobby, Waiting and Corridor and third floor Elevator Lobby and Corridor. Artwork shall consist of "Lowcountry" color photographs printed on canvas and appropriately sized for each wall and space.

Add to the Base Bid: <u>\$ 22,122.00</u>

Calendar Days:\_\_\_\_3\_\_\_\_.

**UNIT PRICES:** There are no unit prices.

**OWNER PERFORMED WORK:** The Owner will be responsible for packing and unpacking boxes and bins as described in Alternate 01 (above). Boxes and bins will be provided by the Bidder. The

Owner will also be responsible for emptying the top two drawers of all file cabinets with more than two (2) drawers. Additionally, the Owner will be responsible for moving computer servers and related equipment as described in Alternate 01 (above).

**<u>CONTRACT</u>**: Beaufort County Purchasing Department will prepare a contract for the provision and execution of the Work. Standard Conditions / Provisions are attached to and follow this Bid Form. By submitting a bid, the bidder attests that the Conditions / Provisions have been read and understood.

**PAYMENT AND PERFORMANCE BOND:** The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the contract value, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

**INSURANCE REQUIREMENTS:** Prior to commencing work/delivery hereunder, contractor/vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P. O. Drawer 1228, Beaufort, SC 29901, Attention: Risk Management Director, and with a special notation naming Beaufort County as an additional insured on the liability coverages. Minimum coverage shall be as follows:

**Worker's Compensation Insurance:** Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his or her employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws. Employer's Liability minimum limits required \$500,000.

**Commercial General Liability Insurance:** Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products / Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products / Completed Operations Aggregate naming Beaufort County as an additional insured.

**Comprehensive Automobile Liability Insurance:** The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicles, of at least \$1,000,000 COMBINED SINGLE LIMIT.

**Additional Insurance Requirements:** Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000.

The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

The Contractor / Vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited, until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

**SUBCONTRACTORS AND VENDORS:** The Bidder acknowledges that the following subcontractors

will be utilized on this project.		LICENSE #		
Electrical Contractor:	Powell Electric	(if appropriate) State# M106705 County# M1158		
Moving Company:	All America Moving	USDOT# 125563 Motor Carrier# 2934		
- · · ·		NCDOT# NCUC C-1590		

**<u>CONTRACT TIME</u>**: All work shall be completed within ninety (90) calendar days of issuance of a written notice to proceed. Notice to proceed will be issued by the Architect to the Contractor on a date agreed to by all parties and after all submittals have been approved by the Architect and the Owner.

**LIQUIDATED DAMAGES:** The Bidder agrees that if the Work, or any part thereof, is not completed within the time agreed upon in this Contract or any extension thereof, the Bidder or its sureties shall be liable to the County in the amount specified below for each and every calendar day the completion of the Work is delayed beyond the calendar date in this Contract, as fixed and agreed liquidated damages and not as a penalty; and the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Bidder, the amount of such liquidated damages; and if the amount so retained by the County is not sufficient to pay in full such liquidated damages, the Bidder shall pay to the County or its sureties the amount necessary to effect payment in full of such liquidated damages.

Any adjustment of the Contract time for completion of the Work granted in accordance with the provisions of this Contract will be considered in the assessment of liquidated damages.

Permitting the Bidder to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the County of any of its rights under this Contract.

# Liquidated Damages for Each Calendar Day of Overrun in Contract Time shall be \$500.00 per calendar day.

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The Bidder acknowledges receipt of the following addenda:

Addendum No	Dated
Addendum No	Dated
Addendum No	Dated

The Bidder has enclosed the following with this Proposal:



Detailed Price List showing, for each item of furniture; description, location, quantity, unit price and total price.

Manufacturer's literature for each item of furniture. Literature shall include specifications, photographs and where appropriate color selections.

The undersigned certifies that this Bid does not violate any Federal or State Antitrust Laws.

COMPANY:	Forms + Supply, Inc.	
ADDRESS:	Leylo orr Rd.	
	Charlottly, NC 28213	
BY:	Elizabeth freeman	TITLE: ExecUP/Corp-Secretary
SIGNATURE:	Elizabeth Freeman	
TITLE:	Exec VP/Corporate Secretary	
NAME (Print):	Elizabeth Freeman	

SEAL (if by a corporation)

END OF BID PROPOSAL FORM

Item 9.

#### **BID PROPOSAL FORM**

Beaufort County New Office Building Furniture, Fixtures and Equipment (FFE)

> For Beaufort County PREPARED BY: Beaufort Design Build, LLC 2 Fire Station Lane Seabrook, South Carolina 29940 843-466-3664

#### BID DATE: <u>Thursday, April 08 at 2:00 PM</u>

TO:Attn: Mark RoseneauBeaufort County Facility Management120 Shanklin RoadBeaufort, South Carolina 29906

#### FROM: <u>Herald Office Solutions</u> Name of Bidder

The undersigned Bidder hereby declares that his or her Proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that it is in all respect fair and in good faith, without collusion or fraud. It is the Bidder's intention & purpose to enter into a Contract with Beaufort County. The Bidder signifies that his or her bid is all-inclusive to provide Furniture, Fixtures and Equipment (FFE) as described in the Drawings prepared by Beaufort Design Build and dated March 10, 2021 and as described in this Bid Form. The Bidder has carefully examined the referenced Documents and is familiar with the scope, details, intent, and conditions under which the Work, or any part of it, is to be executed, and the conditions which must be fulfilled in the furnishing of the Work.

Beaufort County intends to award a contract for this Work based on best value (not necessarily lowest cost), taking into consideration cost and the quality of materials, furniture, systems, etc. proposed by each bidder.

<u>The Bidder</u> hereby proposes to furnish all labor, materials, equipment and services necessary to perform the Work required in the Documents and under the terms of this Proposal for the amounts listed below.

A. Base Bid:	\$ <u>330,367.10</u>
B. Contingency Allowanc	re: \$ <u>16,518.35</u> 5%*
C. Total Bid: (A+B+C)	\$ <u>346,885.45</u>
	(Herein referred to as the Total Bid)

\* The Contingency Allowance will be used for unspecified and/or unforeseen labor, materials, products and systems that might be required or requested during the course of the Project. The Contractor will be authorized to bill against the Contingency Allowance only by written change

order issued by the Architect. At project closeout, any unused portion of the Contingency Allowance will be credited to the Owner by written change order.

#### **ALTERNATES:**

<u>Alternate 01:</u> Provide the total cost for all labor, materials and equipment required to relocate the Beaufort County IT and GIS Department, Magistrate Court and Assessor's Office from their current locations to the new Beaufort County Office Building. The Bidder will provide boxes, bins, tags and other items necessary for packing all items including those in common areas, those in private offices and workstations and those in public areas. Beaufort County will be responsible for packing and unpacking boxes. By submitting this Alternate Bid Item, the Bidder agrees that he or she has visited all four (4) locations – existing and new building – and is familiar with the volume and type of contents, building and site organization including driveways, parking lots and loading areas and roadways and routes between buildings.

Beaufort County's IT Department will be responsible for shutting down and disconnecting all computers, monitors, copiers and printers. As appropriate, devices, accessories, cables, connectors, etc. will be placed in the Contractor provided boxes or bins which will be relocated by the Contractor then unpacked by Beaufort County IT. All computer servers and related racks, connections, cables, connectors, etc. will be relocated by Beaufort County IT.

Add to the Base Bid: \$ 35,000.00

\_\_ Calendar Days:\_\_\_\_3

<u>Alternate 02:</u> Provide the total cost for all labor, materials and equipment required for installation of window treatments at all exterior windows except for those in the Building Lobby. Provide miniblinds with .008" thick, 1" prefinished cold-rolled aluminum slats with heavy-duty wand tilt and cord lift. Products shall meet requirements of NFPA 701 and shall have a Class B rating for interior finishes (International Building Code). Braided ladder shall be 100% polyester yarn, incorporating two extra strength rungs per ladder and shall have a standard spacing Of 0.85". Slats shall be treated with a polyester-baked enamel topcoat. Colors will be selected from the manufacturer's standard line.

Add to the Base Bid: \$ 19,500.00 Calendar Days: 5 (After. Receipt

of Product)

<u>Alternate 03:</u> Provide the total cost for all labor, materials and equipment required for installation of artwork in the following public spaces: First floor Building Lobby, Elevator Lobby and Corridor; second floor Elevator Lobby, Waiting and Corridor and third floor Elevator Lobby and Corridor. Artwork shall consist of "Lowcountry" color photographs printed on canvas and appropriately sized for each wall and space.

Add to the Base Bid: <u>\$ 9,300.00</u>	Calendar Days:	<u>3 (Af</u> ter
		Receipt
UNIT PRICES: There are no unit prices.		of Product)

**<u>OWNER PERFORMED WORK</u>**: The Owner will be responsible for packing and unpacking boxes and bins as described in Alternate 01 (above). Boxes and bins will be provided by the Bidder. The

Item 9.

Owner will also be responsible for emptying the top two drawers of all file cabinets with more than two (2) drawers. Additionally, the Owner will be responsible for moving computer servers and related equipment as described in Alternate 01 (above).

**<u>CONTRACT</u>**: Beaufort County Purchasing Department will prepare a contract for the provision and execution of the Work. Standard Conditions / Provisions are attached to and follow this Bid Form. By submitting a bid, the bidder attests that the Conditions / Provisions have been read and understood.

**PAYMENT AND PERFORMANCE BOND:** The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the contract value, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

**INSURANCE REQUIREMENTS:** Prior to commencing work/delivery hereunder, contractor/vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P. O. Drawer 1228, Beaufort, SC 29901, Attention: Risk Management Director, and with a special notation naming Beaufort County as an additional insured on the liability coverages. Minimum coverage shall be as follows:

**Worker's Compensation Insurance:** Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his or her employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws. Employer's Liability minimum limits required \$500,000.

**Commercial General Liability Insurance:** Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products / Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products / Completed Operations Aggregate naming Beaufort County as an additional insured.

**Comprehensive Automobile Liability Insurance:** The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicles, of at least \$1,000,000 COMBINED SINGLE LIMIT.

**Additional Insurance Requirements:** Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000.

Item 9.

The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

The Contractor / Vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited, until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

**SUBCONTRACTORS AND VENDORS:** The Bidder acknowledges that the following subcontractors will be utilized on this project.

	LICENSE #	
		(if appropriate)
Electrical Contractor:	<u>K&amp;K Industries, Inc.</u>	
Moving Company:	JTJ Installations, LLC	

**<u>CONTRACT TIME</u>**: All work shall be completed within ninety (90) calendar days of issuance of a written notice to proceed. Notice to proceed will be issued by the Architect to the Contractor on a date agreed to by all parties and after all submittals have been approved by the Architect and the Owner.

**LIQUIDATED DAMAGES:** The Bidder agrees that if the Work, or any part thereof, is not completed within the time agreed upon in this Contract or any extension thereof, the Bidder or its sureties shall be liable to the County in the amount specified below for each and every calendar day the completion of the Work is delayed beyond the calendar date in this Contract, as fixed and agreed liquidated damages and not as a penalty; and the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Bidder, the amount of such liquidated damages; and if the amount so retained by the County is not sufficient to pay in full such liquidated damages, the Bidder shall pay to the County or its sureties the amount necessary to effect payment in full of such liquidated damages.

Any adjustment of the Contract time for completion of the Work granted in accordance with the provisions of this Contract will be considered in the assessment of liquidated damages.

Permitting the Bidder to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the County of any of its rights under this Contract.

## Liquidated Damages for Each Calendar Day of Overrun in Contract Time shall be \$500.00 per calendar day.

Beaufort County New Office Building Furniture, Fixtures and Equipment (FFE) Beaufort Design Build, LLC IFB Number 112918

The Bidder acknowledges receipt of the following addenda:

Addendum No1	Dated03/22/2021
Addendum No. 2	Dated03/24/2021
Addendum No. 3	Dated04/01/2021
4	04/06/2021

The Bidder has enclosed the following with this Proposal:

- <u>X</u> Detailed Price List showing, for each item of furniture; description, location, quantity, unit price and total price.
- X Manufacturer's literature for each item of furniture. Literature shall include specifications, photographs and where appropriate color selections.

The undersigned certifies that this Bid does not violate any Federal or State Antitrust Laws.

COMPANY:	Herald Office Solutions	
ADDRESS:	3250 Tile Drive	
	North Charleston, SC 29405	
BY:	Alana Bramble	TITLE: Bid Manager
SIGNATURE:	Alam Branille	
	Motorun Public for South Cantle	
TITLE:	<u>Notary Public for SouthCanolum</u> Catherine B Gatchel	
NAME (Print):	Maning & Matchel	
Cell My	commission expires 2-10-26	
		SEAL (if by a corporation)

END OF BID PROPOSAL FORM





#### **ITEM TITLE:**

Request funding for post-construction costs related to Bluffton Branch Library renovation project

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

Public Facilities Committee – Monday, May 17, 2021

#### PRESENTER INFORMATION:

Jared Fralix, ACA - Engineering

Amanda Dickman, Library Director (alternate)

5 minutes

#### **ITEM BACKGROUND:**

On July 17, 2019, Community Services Committee approved proceeding with interior renovations at the Bluffton Branch Library with funding paid from Bluffton Library impact fees.

On October 21, 2019, Community Services Committee approved the Beaufort County Library System to use library impact fees in the amount of \$44,000 to McMillan/Pazdan/Smith Architects for the purpose of funding architectural and engineering services for the partial interior renovation of the Bluffton Branch based on the completed Library Interior Space Study dated March 2019.

County Council voted on January 25, 2019 to award the Bluffton Library Renovation project to Johnson-Laux for the construction costs of the project totaling \$479,381 paid from Bluffton Library impact fees. Johnson-Laux began construction in March 2021 and are on schedule to complete the construction phase of this project.

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

To complete the Bluffton Branch Library renovation project, the Beaufort County Library will need to install new shelving and furniture in the newly renovated spaces (Children's Collection, Teen Collection, Adult Fiction, Audio/Visual, Large Print, and New Books). This accounts for approximately 60% of the Bluffton Branch Library.

Library administration acquired quotes from three vendors on state contract. After a preliminary inquiry, KI joined Herald Office Solutions in submitting a joint proposal.

- 1. **Carolina Furnishing and Design** (State Vendor # 7000196904) submitted price quote \$91,689.37 for shelving and \$181,899.81 for furnishings totaling \$273,589.18 including applicable tax
- 2. **Herald Office Solutions** (State Vendor # 7000090556) submitted price quote \$342,958.93 not including applicable tax. Approximate price with 7% SC sales tax would be \$366,966.00)

Carolina Furnishing and Design was the lowest responsive bidder and has previously provided exemplary products and services at the Beaufort, Bluffton, and Hilton Head branch libraries. Due to COVID-19 delays, production time for these products is estimated at 8-10 weeks.

#### FISCAL IMPACT:

Carolina Furnishing and Design quote estimates \$273,589.18 to complete the Bluffton Branch Library renovation project. With a 10% contingency (\$27,300) to account for fluctuating steel and laminate prices, the total cost to complete this project is expected to be no greater than \$300,000.

The funding needing for the post-construction costs for the Bluffton Renovation project will be taken from the fund balance of account 26020011-54420 (Library impact fees Bluffton - Renovations existing buildings) with a current balance of \$3,456,249.00

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends Beaufort County Library select Carolina Furnishing and Design for post-construction costs needed to complete the Bluffton Branch Library renovation project not to exceed \$300,000 paid by Bluffton Library impact fees.

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

Motion to Approve or deny allowing Beaufort County Library to select Carolina Furnishing and Design for post-construction costs needed to complete the Bluffton Branch Library renovation project not to exceed \$300,000 paid by Bluffton Library impact fees.

If approved, forward to County Council for approval in their meeting on Monday, May 24, 2021.

120 Palmetto Way Bluffton, SC 29910 04.16.2021



## Herald Office Solutions

Account Executive: Sabrina Whatley 3250 Tile Drive North Charleston, SC 29405 843-556-1007



# **Overall Floor Plan**

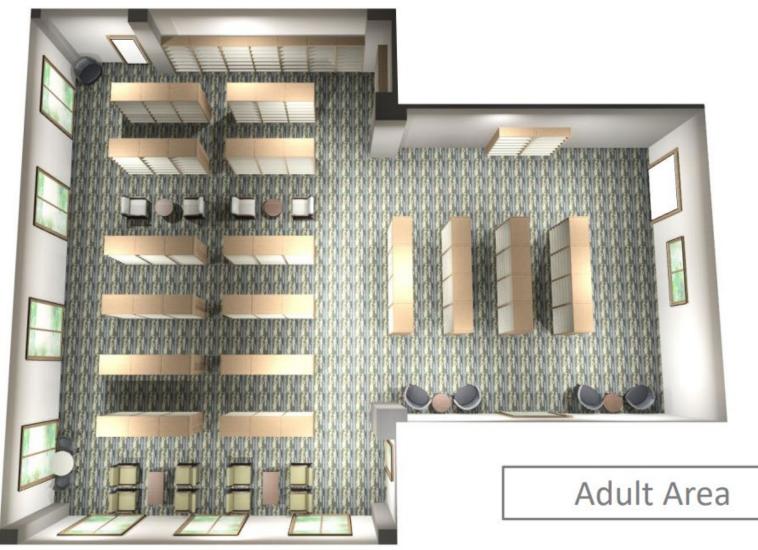








## ADULT FICTION





## ADULT FICTION





## **ADULT FICTION**



Photos are for representational purposes only. Finishes and Fabrics are TBD.

101

## ADULT FICTION

#### Solstice Chair Quoted



Affina Chair Option









102

## ADULT FICTION

Photos are for representational purposes only. Finishes and Fabrics are TBD.

Item 10.

103

neralo

Nomad Mobile Desk Quoted

## ADULT FICTION





Photos are for representational purposes only. Finishes and Fabrics are TBD.

Item 10.

## CHILDREN'S AREA





## CHILDREN'S AREA



Photos are for representational purposes only. Finishes and Fabrics are TBD.

neralo

## BOOK SHELVING

Finishes and to be selected





## CHILDREN'S AREA



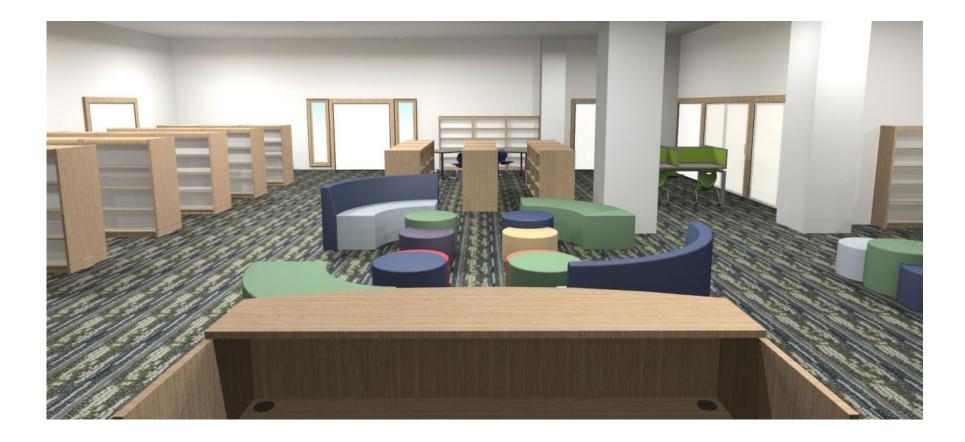


### CHILDREN'S AREA





### CHILDREN'S AREA





### CHILDREN'S AREA





### CHILDREN'S AREA





### MULTI USE ROOM







### MULTI USE ROOM







### MULTI USE ROOM







### MULTI USE ROOM





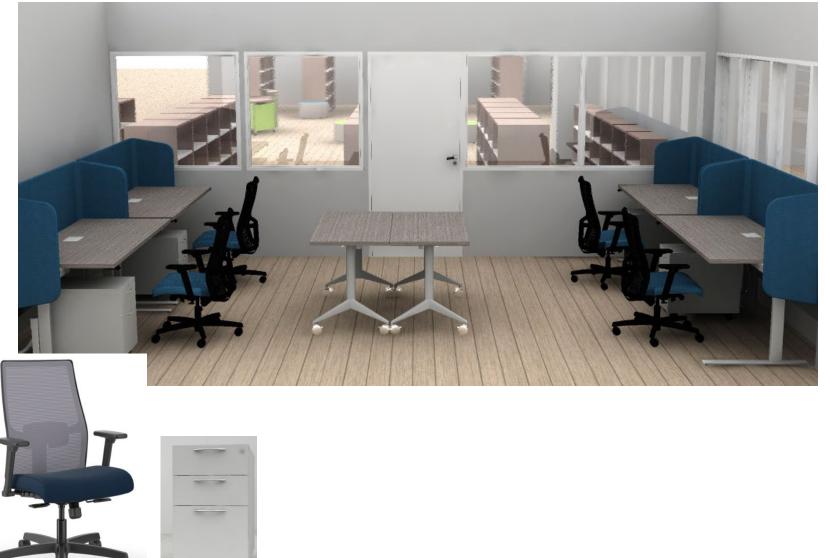


### MULTI USE ROOM





### PRIVATE OFFICES







Quote #: SW-210416 Date: 4/16/2021 Valid Until: 5/14/2021 Rep Name: Sabrina Whatley swhatley@heraldoffice.com 843-834-9871

Prepared By: Sabrina Whatley

#### Bluffton Library - Preliminary Pricing Beaufort County

					II Price
Iten	n Product		Qty	Unit	Extended
<b>Adult Area</b>					
1	SP823/FC	Soltice Medium Lounge Chair, Closed Arm, Contrast	12	\$1,518.00	\$18,216.00
T	/NFR	Compliance to TB 117-2013			
	Ι	Fabric Grade I			
	NFR	Compliance to TB 117-2013			
		Skipped Option			
	NFR	Compliance to TB 117-2013			
		Skipped Option			
		Skipped Option			
	/WAC	Wood armcaps (standard)			
	/NMB	No Moisture Barrier			
2	5515	Flex Round Club Table,Laminate Top,24"Dia,18"H	4	\$729.00	\$2,916.00
		Skipped Option			
		Skipped Option			
3	5514	Flex Rectangular Coffee Table,Laminate Top,40x19.5",18"H	2	\$729.00	\$1,458.00
		Skipped Option			
		Skipped Option			
6 4	A323WA/FC	Arissa Arm Chair w/Caps,Contrast	5	\$1,695.00	\$8,475.00
- P-	/NFR	Compliance to TB 117-2013			
	Ι	Fabric Grade I			
	NFR	Compliance to TB 117-2013			
		Skipped Option			
	NFR	Compliance to TB 117-2013			
		Skipped Option			
		Skipped Option			
	/NMB	No Moisture Barrier			

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					Item 1
Item	Product		Otv		Price Extended
	i Ploduct		Qty	Unit	Extenue
5	DN2300	Doni Four-Leg Armless Chair w/Casters,Uph Seat/Back,Solid Color	2	\$317.50	\$635.0
•		Skipped Option			
		Skipped Option			
		Skipped Option			
	/NFR	Compliance to TB 117-2013			
	GRPP1	Pallas Fabric Group P1			
		Skipped Option			
6	PIFXRD30-74P	Pirouette,Round,Fixed,30"D,29H,74P Edge	1	\$453.50	\$453.
,		Skipped Option			
	/NNN	No grommets/No PowerUp/No wire manage			
	/NMP	No fabric modesty panel			
		Skipped Option			
		Skipped Option			
		Skipped Option			
			Subtota	<b>h:</b> \$ 32,1	00.00
ildrens A		Mullipso Incide Back 00 <sup>20</sup> Currie, Conseeled Clides Contract	Subtott		
ildrens A		<mark>c</mark> MyPlace Inside Back 90º Curve, Concealed Glides,Contrast	2	\$1,521.00	\$3,042.
ildrens A		C MyPlace Inside Back 90° Curve, Concealed Glides,Contrast Fabric Grade F			
ildrens A	MPICB/CGL/F				
ildrens A	MPICB/CGL/F	Fabric Grade F			
ildrens A	MPICB/CGL/FO	Fabric Grade F Compliance to TB 117-2013			
ildrens A	F /NFR 	Fabric Grade F Compliance to TB 117-2013 Skipped Option			
ildrens A	F /NFR  NFR	Fabric Grade F Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013			
ildrens A	F /NFR  NFR  NFR 	Fabric Grade F Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013			
ildrens A	F /NFR  NFR 	Fabric Grade F Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option			
ildrens A	MPICB/CGL/FO	Fabric Grade F Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option No Moisture Barrier			\$3,042.
7	MPICB/CGL/FO	Fabric Grade F Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option No Moisture Barrier MyPlace Backless 90° Curve, Concealed Glides,Non-Contrast	2	\$1,521.00	
7	MPICB/CGL/FC F /NFR  NFR  NFR  /NMB MPCRV/CGL/N C /NFR	Fabric Grade F Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option No Moisture Barrier MyPlace Backless 90° Curve, Concealed Glides,Non-Contrast Compliance to TB 117-2013	2	\$1,521.00	\$3,042.
7	MPICB/CGL/F0	Fabric Grade F Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option No Moisture Barrier MyPlace Backless 90° Curve, Concealed Glides,Non-Contrast Compliance to TB 117-2013 Fabric Grade F	2	\$1,521.00	\$3,042.
7	MPICB/CGL/F0	Fabric Grade F         Compliance to TB 117-2013         Skipped Option         Compliance to TB 117-2013         Skipped Option         Compliance to TB 117-2013         Skipped Option         No Moisture Barrier         MyPlace Backless 90° Curve, Concealed Glides,Non-Contrast         Compliance to TB 117-2013         Fabric Grade F         Skipped Option	2	\$1,521.00	\$3,042.
8	MPICB/CGL/F0	Fabric Grade F         Compliance to TB 117-2013         Skipped Option         Compliance to TB 117-2013         Skipped Option         Compliance to TB 117-2013         Skipped Option         No Moisture Barrier         MyPlace Backless 90° Curve, Concealed Glides,Non-Contrast         Compliance to TB 117-2013         Fabric Grade F         Skipped Option         No Moisture Barrier	2	\$1,521.00	\$3,042.
7	MPICB/CGL/F0	Fabric Grade F         Compliance to TB 117-2013         Skipped Option         Compliance to TB 117-2013         Skipped Option         Compliance to TB 117-2013         Skipped Option         No Moisture Barrier         MyPlace Backless 90° Curve, Concealed Glides,Non-Contrast         Compliance to TB 117-2013         Fabric Grade F         Skipped Option	2	\$1,521.00	\$3,042.
8	MPICB/CGL/F0	Fabric Grade F         Compliance to TB 117-2013         Skipped Option         Compliance to TB 117-2013         Skipped Option         Compliance to TB 117-2013         Skipped Option         No Moisture Barrier         MyPlace Backless 90° Curve, Concealed Glides,Non-Contrast         Compliance to TB 117-2013         Fabric Grade F         Skipped Option         No Moisture Barrier	2	\$1,521.00	\$3,042.
8	F         /NFR            NFR            /NFR            /NMB         MPCRV/CGL/N         C         /NFR         F            /NMB         MP26R/CGL/F	Fabric Grade F Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option No Moisture Barrier MyPlace Backless 90° Curve, Concealed Glides,Non-Contrast Compliance to TB 117-2013 Fabric Grade F Skipped Option No Moisture Barrier MyPlace 26" Round,Concealed Glides,Contrast	2	\$1,521.00	\$3,042.
8	F         /NFR            NFR            NFR            /NFR            /NMB         MPCRV/CGL/N         C         /NFR         F            /NFR         F            /NMB	Fabric Grade F Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option Compliance to TB 117-2013 Skipped Option No Moisture Barrier MyPlace Backless 90° Curve, Concealed Glides,Non-Contrast Compliance to TB 117-2013 Fabric Grade F Skipped Option No Moisture Barrier CMyPlace 26" Round,Concealed Glides,Contrast Fabric Grade F	2	\$1,521.00	\$3,042.
8	F   /NFR     NFR     NFR     /NMB   MPCRV/CGL/N /NFR F /NFR F /NFR	Fabric Grade F         Compliance to TB 117-2013         Skipped Option         No Moisture Barrier         MyPlace Backless 90° Curve, Concealed Glides,Non-Contrast         Compliance to TB 117-2013         Fabric Grade F         Skipped Option         No Moisture Barrier <b>MyPlace 26</b> " Round,Concealed Glides,Contrast         Fabric Grade F         Skipped Option         No Moisture Barrier	2	\$1,521.00	\$3,042.

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				Se	ll Price
Item			Qty	Unit	Extended
	/NMB	No Moisture Barrier			
10	MPJ26R/CGL C	/N <sup>MyPlace Junior 26" Round,Concealed Glides,Non-Contrast</sup>	1	\$461.50	\$461.5
	/NFR	Compliance to TB 117-2013			
	F	Fabric Grade F			
		Skipped Option			
	/NMB	No Moisture Barrier			
11	MPJCRE/CGL C	/N <sup>MyPlace Junior Crescent,Concealed Glides,Non-Contrast</sup>	10	\$475.00	\$4,750.0
	/NFR	Compliance to TB 117-2013			
	F	Fabric Grade F			
		Skipped Option			
	/NMB	No Moisture Barrier			
12	IWC15	Intellect Wave Cantilever Chair, Medium	12	\$74.00	\$888.0
		Skipped Option			
	/NFR	No Fire Retardant			
		Skipped Option			
	/NG	Nylon glides			
	/CTN	Cartoned Model IWC18 and IW418 ONLY (F			
13	CZBWR24722 4P	<ul> <li>2-7CZ 24" Deep Rectilinear Worksurface, Dual-Sided, Standard Height, No-power, 24x72, 74P Edge</li> </ul>	1	\$635.50	\$635.5
	/LR	Grommet : Left/right			
		Skipped Option			
		Skipped Option			
		Skipped Option			
		Skipped Option			
14	S21297192	*Modified-CZ 48" Dual-Sided Standalone/Starter Telescopic Be	1	\$671.00	\$671.0
	TBD	Paint Color			
	TBD	Glide Color			
	*Modified	27" Overall Table Height (w/ top)			
	Note: Lead-	timeAdditional 10 working days lead-time is requ			
15	Per Order Charge for	Modification upcharge Per Order	1	\$64.10	\$64.1
	Net Price	Do Not Discount			
16	CZBDSA2413	/1 CZ Worksurface Divider Screen,13"Hx24"W,Acrylic,No Intersection	6	\$192.00	\$1,152.0
		Skipped Option			
		Skipped Option			
		Skipped Option			
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Charleston • Cheraw • Columbia • Dillon • Florence • Greenville • Greenwood • Myrtle Beach • Sumter • Whiteville

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				Sell	Price
Ite	m Product		Qty	Unit	Extended
		Skipped Option			
	S1	Grade 1 Acrylic			
	/ACS	Colorless Acrylic			
17	CZBPSA7213/2	CZ Worksurface Privacy Screen,13"Hx72"W,Acrylic,Center Intersection	1	\$438.00	\$438.0
	S1	Grade 1 Acrylic			
	/ACS	Colorless Acrylic			
		Skipped Option			
		Skipped Option			
		Skipped Option			
18	AC8IF.108	Activ8 Infeed (not compatible w/GFCI outlet)	1	\$125.00	\$125.00
19	AC8RPTCZB.12	Activ8 Module and Attachment Bracket for Connection Zone	4	\$43.50	\$174.00
20	AC8JP.53	Activ8 Jumper 53" Long	2	\$46.00	\$92.00
21	AC8JP.29	Activ8 Jumper 29" Long	1	\$40.00	\$40.00
22	CZBIC24	CZ Base Wire Cover for Steel Leg Applications, for 24" Base	1	\$77.00	\$77.00
	TBD	Paint Color			
23	RTEEJ34-74P	Ruckus,Adj Sit Height Activity Table 20 to 33",Small Kite,1-1/4"Top,74P Edge,35x57"	2	\$361.00	\$722.00
		Skipped Option			
		Skipped Option			
		Skipped Option			
		Skipped Option			
24	RTEEJ39-74P	Ruckus,Adj Sit Height Activity Table 20 to 33",Large Kite,1-1/4"Top,74P Edge,40x66"	1	\$407.50	\$407.50
		Skipped Option			
		Skipped Option			
		Skipped Option			
		Skipped Option			
			Subtota	<b>al:</b> \$ 18,7	95.60
allery 1 $\mathcal{Z}$	& 2 578T	Kurv Tufted Bench,29"D x 78"W,Non-Contrast	2	\$2,202.00	\$4,404.00
Ŋ	/NFR	Compliance to TB 117-2013	_		-

				Sell	Price
Ite	m Product		Qty	Unit l	Extended
	Н	Fabric Grade H			
		Skipped Option			
		Skipped Option			
		Skipped Option			
	/NGG	Non-ganging			
26	DNW300	Doni Tapered Wood Leg Armless Chair, Uph Seat/Back, Solid Color	16	\$503.50	\$8,056.00
V		Skipped Option			
		Skipped Option			
	/GPL	Plastic glides			
	/NFR	Compliance to TB 117-2013			
	GRPP1	Pallas Fabric Group P1			
		Skipped Option			
27	CZBTWR24722 74P	CZ Dual-Sided Worksurface for Wood Leg; Up to Two Cutouts,No Power,24"Dx72"W,74P Edge	4	\$635.50	\$2,542.00
	/LR	Grommet : Left/right			
		Skipped Option			
		Skipped Option			
		Skipped Option			
		Skipped Option			
28	CZBTDS48487 /F	<b>2</b> CZ 48" Dual-Sided Wood Leg Standalone/Starter Telescopic Steel Beam Frame, 48-72", Fixed	2	\$722.00	\$1,444.00
		Skipped Option			
		Skipped Option			
	/GCL	Clear			
29	CZBTDA48487 /F	<b>2</b> <sup>CZ</sup> 48" Dual-Sided Wood Leg Adder Telescopic Steel Beam Frame, 48-72", Fixed	2	\$495.50	\$991.00
		Skipped Option			
		Skipped Option			
	/GCL	Clear			
30	CZBDAWLCR	CZ Wood Leg Dual Adder Leg Cable Riser	2	\$90.50	\$181.00
		Skipped Option			
31		2 CZ Worksurface Privacy Screen,19"Hx72"W,Acrylic,Center Intersection	4	\$535.00	\$2,140.00
31			4	\$535.00	\$2,140.00
31	CZBPSA7219/	<sup>-</sup> Intersection	4	\$535.00	\$2,140.00
31	<b>CZBPSA7219/</b> S1	Grade 1 Acrylic	4	\$535.00	\$2,140.00
31	CZBPSA7219/ S1 /ACS	Intersection Grade 1 Acrylic Colorless Acrylic	4	\$535.00	\$2,140.00

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					Item 1
				Sel	l Price
Item	n Product		Qty	Unit	Extended
32	CZBDSA2419/	1 CZ Worksurface Divider Screen, 19"Hx24"W, Acrylic, No Intersection	20	\$218.50	\$4,370.0
	/74P	74P edge			
		Skipped Option			
		Skipped Option			
		Skipped Option			
	S1	Grade 1 Acrylic			
	/ACS	Colorless Acrylic			
33	AC8IF.108	Activ8 Infeed (not compatible w/GFCI outlet)	2	\$125.00	\$250.0
34	AC8RPTCZB.12	2 Activ8 Module and Attachment Bracket for Connection Zone	16	\$43.50	\$696.0
Ŧ	AC8JP.53	Activ8 Jumper 53" Long	12	\$46.00	\$552.0
36	AC8JP.29	Activ8 Jumper 29" Long	2	\$40.00	\$80.0
ledia Tech <i>3</i> 7	2C-DC004-841	L Custom Glass Door Display Case, 84"H x 18"D x 36"W	Subtota	<b>d:</b> \$ 25,7 \$3,193.50	\$3,193.
	836L				
	990-001248-0	00HPL/3mm PVC construction, (2) locking glas			
		(8) adjustable glass shelves on standards			
		glass top and sides			
		12"H Closed Base			
38	31-8424M	31 Series Shelving Double Faced Starter 37"W x 24"D	15	\$1,589.00	\$23,835.0
	960-016530-0	00steel frame, maple top, sides, toe, 2 base a			
	500 010550	adjustable steel shelves			
39	31-8424AM	31 Series Shelving Double Faced Adder 36"W x 24"D x 12 1/2"D x 84"H	39	\$1,299.00	\$50,661.0
	960-016531-0	00steel frame, maple top, sides, toe, 2 base a			
		adjustable steel shelves			
		31 Series Shelving Single Faced Starter 37"W x 12-1/2"D x 84"H	1	\$871.50	\$871.5
40	31-8412M				
40		00steel frame, maple top, sides and toekick 1			
40		00steel frame, maple top, sides and toekick 1 31 Series Shelving Single Faced Adder 36"W x 12-1/2"D x 84"H	3	\$732.00	\$2,196.0
	960-016864-0 <b>31-8412AM</b>	31 Series Shelving Single Faced Adder 36"W x	3	\$732.00	\$2,196.0

					Item 1
Thomas	Due du et		05.		l Price
Item	Product		Qty	Unit	Extended
42	31-8412AM-30	31 Series Shelving Single Faced Adder 30"W x 121/2" x 84"H	6	\$816.00	\$4,896.0
	960-200602-0	0steel frame, maple top, sides, toe, 1 base a			
43	31-8412M-31	31 Series Shelving Single Faced Starter 31"W x 12 1/2"D x 84"H	1	\$956.00	\$956.0
	960-048247-0	00steel frame, maple top, sides, toe, 1 base a adjustable steel shelves			
44	31-LK	Leveling Kit for use on 11/21/31 Series shelving	82	\$14.00	\$1,148.0
	990-000614-0	001 set needed for an adder and 2 sets neede starter. 800-000091-000 + 800-000007-000			
45	31-BS10	Sliding Metal Book Support for Standard Steel Shelves (400-041987-000) 8-1/4"L x 6"H	780	\$4.20	\$3,276.0
	960-022812-0	00Sliding Book Support for 31 Series shelving.			
		10" and 12" deep (nominal) shelving units.			
46	31-SFMB	Single-face, 31 Series wall-mounting brackets similar to Bretford (400-053045-000)	9	\$18.00	\$162.0
	990-000036-0	00powder coated. (400-053045-000) No hard			
47	B2036MRL	Magazine Rack 36"W x 20"D x 49"H	4	\$1,076.00	\$4,304.0
	960-024889-0	0HPL, 5 sloped display shelves, closed back			
48	K2436ABBL-J- MOB	Mobile Browser Bin 36"W X 24"D x 30"H with Rod Dividers	3	\$1,068.50	\$3,205.5
	960-025199-0	00HPL/3mm PVC, recessed top rod dividers, b			
		removable rod dividers, (4) 2" concealed ca			
<i>49</i>	31-6024M	31 Series Shelving Double Faced Starter 37"W x 24"Dx60"H	13	\$1,281.50	\$16,659.5
	960-016431-0	00steel frame, maple top, sides, toe, 2 base a			
		adjustable steel shelves			
50	31-6024AM	31 Series Shelving Double Faced Adder 36"W x 24"D x 60"H	42	\$1,066.00	\$44,772.(
	960-016432-0	00steel frame, maple top, sides, toe, 2 base a adjustable steel shelves			
51	31-4824PM	31 Series Picture Book Shelving Double Faced Starter 37"W x 24"D x 48"H	3	\$1,059.50	\$3,178.
	960-016397-0	)0steel frame, maple top, sides, toe, 2 base a			
		······································			

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					Item 1
Item	Product		Qty		l Price Extended
52	31-4824PAM	31 Series Picture Book Shelving Double Faced Adder 36"W x 24"D x 48"H	3	\$826.50	\$2,479.5
		steel frame, maple top, sides, toe, 2 base a			
		adjustable picture book steel shelves, 3 divi			
53	31-4212M	31 Series Shelving Single Faced Starter 37"W x 12-1/2"D x 42"H	2	\$518.50	\$1,037.0
	960-016630-0	Osteel frame, maple top, sides, toe, 1 base a			
		adjustable steel shelves, 2 dividers per shel			
54	31-4212AM	31 Series Shelving Single Faced Adder 36"W x 12-1/2"D x 42"H	8	\$433.50	\$3,468.0
	960-016631-0	Osteel frame, maple top, sides, toe, 1 base a			
		adjustable steel shelves			
55	31-4212AM-30	31 Series Shelving Single Faced Adder 30"W x 12-1/2"D x 42"H	2	\$467.00	\$934.(
	960-027331-0	Osteel frame, maple top, sides, toe, 1 base a			
		adjustable steel shelves			
56	31-12SH-PB	31 Series Steel Picture Book Shelf 35"W x 12"D x 6.25"H	12	\$116.00	\$1,392.0
	960-022810-0	031 Series, steel picture book shelf (550-000			
57	CS6036-18-MB LL-H?P?A	_Rubix - Cupboard Storage 60"W x 18"D x 36"H, Mobile	1	\$1,274.50	\$1,274.
		HPL top, HPL construction, HPL front finish,			
		hinge, P? style pull, Alike lock, 2-double doc			
		cupboard units with 1 adjustable shelf each			
		coated steel Chassis with 75mm locking cas			
58	31-LK	Leveling Kit for use on 11/21/31 Series shelving,	91	\$14.00	\$1,274.0
	990-000614-0	01 set needed for an adder and 2 sets neede			
		starter. 800-000091-000 + 800-000007-000			
59	31-BS10	Sliding Metal Book Support for Standard Steel Shelves (400-041987-000) 8-1/4"L x 6"H	476	\$18.00	\$8,568.
	960-022812-0	0Sliding Book Support for 31 Series shelving.			
		10" and 12" deep (nominal) shelving units.			
60	31-SFMB	Single-face, 31 Series wall-mounting brackets similar to Bretford (400-053045-000)	6	\$18.00	\$108.0
	990-000036-0	0powder coated. (400-053045-000) No hard			
61	ND-84DL-MOB- WHP	Nomad Desk, TRX top Left, 30"D x 84"W x 29"/35"H,Mobile with Hanging Pedestal & Box & File Drawer	1	\$4,793.00	\$4,793.0

						Item 1
	Itom	Product		Otra		Price Extended
	Item		029"H HPL worksurface with grommet, 6"H L	Qty	Unit I	ztenuet
		970-202242-0	Transaction HPL top, 3mm PVC Edge, (5) cc			
			includes unmounted WHP61218-S Hanging			
			Box & File Drawers, 15.25"W x 17.875"D x 1			
			Steel front, coordinating powder coat, Satin			
			pull, Alike locks			
				Subtota	: \$ 188,	642.50
rogra	am/Fl	ex Space				
5	62	MP5S/CST/FC	MyPlace Five Star w/Back,2" Casters,Contrast	4	\$952.50	\$3,810.0
		F	Fabric Grade F			
		/NFR	Compliance to TB 117-2013			
			Skipped Option			
		NFR	Compliance to TB 117-2013			
			Skipped Option			
		NFR	Compliance to TB 117-2013			
			Skipped Option			
		/NMB	No Moisture Barrier			
	ഒ	MP26R/CGL/N C	MyPlace 26" Round, Concealed Glides, Non-Contrast	2	\$490.00	\$980.0
		/NFR	Compliance to TB 117-2013			
		F	- Fabric Grade F			
			Skipped Option			
		/NMB	No Moisture Barrier			
	64	MPJCRE/CGL/N C	MyPlace Junior Crescent,Concealed Glides,Non-Contrast	8	\$475.00	\$3,800.0
		/NFR	Compliance to TB 117-2013			
		F	Fabric Grade F			
			Skipped Option			
		/NMB	No Moisture Barrier			
	Б	RKV100H15NB	Dealers Charle Chair and Cashara Date Angeless 1500 No. Dealers Date	9	\$160.00	\$1,440.0
		/NFR	Compliance to TB 117-2013			
			Skipped Option			
			Skipped Option			
			Skipped Option			
			Ruckus,Adj Sit Height Activity Table 20 to 33",6-Leg			
	66	RTEEG30-74P	Sprocket,1-1/4"Top,74P Edge,30x55x48"	3	\$512.50	\$1,537.
			Skipped Option			
			Skipped Option			
			- FF F			

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				Se	Il Price
Item	Product		Qty	Unit	Extended
		Skipped Option			
67	DN2B00	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Two-Tone	32	\$333.00	\$10,656.0
*		Skipped Option			
		Skipped Option			
		Skipped Option			
	/NFR	Compliance to TB 117-2013			
	GRPP1	Pallas Fabric Group P1			
		Skipped Option			
<b>68</b>	PINDC3072-74 P	Pirouette,Double Chevron,Nesting,30x72",29H,74P Edge	6	\$958.50	\$5,751.0
		Skipped Option			
	/NNN	No grommets/No PowerUp/No wire manage			
	/NMP	No fabric modesty panel			
	, 	Skipped Option			
		Skipped Option			
		Skipped Option			
69	PINH60-74P	Pirouette,Nesting Half Round,60",74P Edge	4	\$688.00	\$2,752.0
		Skipped Option			
		Skipped Option			
		Skipped Option			
		Skipped Option			
	/NMP	No fabric modesty panel			
	/NNN	No Grommets, PowerUp or Wire Manageme			
70	CTABLE-73P	C-Table, 27" Fixed Height, 18" worksurface, 73P edge	2	\$289.50	\$579.0
		Skipped Option			
		Skipped Option			
		Skipped Option			
71	CZMSDS4280	CZ Dry Erase Steel Surface Screen,42x80	3	\$1,951.00	\$5,853.0
	/WHDE	White Dry-Erase			
			Subtot	<b>al:</b> \$ 37,	158.50
<b>Ч 129</b>					
72	PM187-233A	Essentials Mobile Ped BBF 28Hx22-7/8Dx15W Arch Pull	2	\$278.77	\$557.5
	\$(P2)	P2 Paint Opts			
	.PR6	Silver			
	.EL	PULL: Matte Silver			
	.STD	Standard Random key			

						Item 1
					Sell	Price
I	tem	Product		Qty	Unit E	xtended
	73	HIWMM	Ignition 2 Task Mid-back, ilira back	2	\$356.40	\$712.8
•		.Y2	Advanced Synchro- Tilt			
		.V	Arm: All-Adjustable Arm			
		.Н	Hard Caster			
		.IT	Back: Titanium			
		\$(3)	GRADE: III UPHOLSTERY			
		.SX	Moxie			
	05	Blueberry				
		.AL	Adjustable Lumbar			
		.SB	Base: Standard Base			
		.т	Frame: Black			
				Subtota	<b>I:</b> \$ 1,270	.34
4 136						
	74	PM119-232A	Essentials Mobile Ped BF 22-1/2Hx22-7/8Dx15W Arch Pull	4	\$227.84	\$911.3
		\$(P2)	P2 Paint Opts			
		.PR6	Silver			
		.EL	PULL: Matte Silver			
		.STD	Standard Random key			
;	75	A877012	12' Power Infeed	2	\$104.92	\$209.8
		.P	CLR: Black			
	76	U6BC1360F	Further 13Hx60W Beam Center Screen - Fabric	4	\$214.72	\$858.8
		\$(A)	GRD A Fab			
		.APN	FAB: Appoint			
		917	CLR: Dark Pewter			
		\$(P2)	P2 Paint Opts			
		.PR6	Silver			
		\$(P2)	P2 Paint Opts			
		.PR6	Silver			
	77	U6HB2L	Further Hub Base 2 Feet Kit with Leveling	4	\$97.60	\$390.
		\$(P2)	P2 Paint Opts			
		.PR6	Silver			
			Further Hub Base 3 Feet Kit with Leveling	2	\$103.09	\$206.3
	78	U6HB3L		2	<i><b>4105105</b></i>	
	78	<b>U6HB3L</b> \$(P2)	P2 Paint Opts	2	φ10010 <i>3</i>	

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Charleston • Cheraw • Columbia • Dillon • Florence • Greenville • Greenwood • Myrtle Beach • Sumter • Whiteville

					Item 10
Item	Product		Qty		l Price Extended
79	U6HK1S	Further Hub - Non-Ported Hub to 1 Beam	4	\$262.00	\$1,048.0
	\$(P2)	P2 Paint Opts			
	.PR6	Silver			
80	U6HK2S	Further Hub - Non-Ported Hub to 2 Beam	2	\$274.81	\$549.6
	\$(P2)	P2 Paint Opts			
	.PR6	Silver			
81	UN6B66F	Further 66 " Beam Trim Flat	4	\$73.81	\$295.2
	\$(P2)	P2 Paint Opts			
	.PR6	Silver			
82	UN6B66P	Further 66 " Beam with Power Ports	4	\$185.75	\$743.0
	\$(P2)	P2 Paint Opts			
	.PR6	Silver			
83	UN87JH2	Hub to 2 Beam Power Kit	2	\$85.10	\$170.2
	.P	CLR: Black			
. <i>8</i> 4	UN87U501	Further Duplex Receptacles Circuit 1	4	\$12.81	\$51.2
	.ES	CLR: Silver			
_ 85	UN87U502	Further Duplex Receptacles Circuit 2	4	\$12.81	\$51.2
	.ES	CLR: Silver			
. 86	UN87U503	Further Duplex Receptacles Circuit 3 (3+1)	4	\$12.81	\$51.2
	.ES	CLR: Silver			
- 87	UN87U504	Further DuplexReceptacleCircuit 4 iso/dedicated	4	\$12.81	\$51.2
	.ES	CLR: Silver			
88	UN8K66	Further 66" Power Kit	4	\$151.89	\$607.5
	.P	CLR: Black			
_ 89	UNSBEC12	Further Beam Electrical Cut-Out Cover 12 pack	1	\$44.85	\$44.8
	\$(P2)	P2 Paint Opts			
	.PR6	Silver			

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						Item 1
	_			_		Price
	Item	Product		Qty	Unit	Extended
-	90	UNSBEC2	Further Beam Electrical Cut-Out Cover 2 pack	2	\$12.20	\$24.4
		\$(P2)	P2 Paint Opts			
		.PR6	Silver			
91	91	FDPWRC	A8 Concealed Power Module Corded	4	\$138.78	\$555.1
		.STRM	Clr: Storm			
9	<i>9</i> 2	FDSC72U	A8 72" U Screen	4	\$422.12	\$1,688.4
		\$(A)	GRD A Fab			
		.NBLE	FAB: Noble			
		09	Denim			
		\$(P2)	P2 Paint Grade			
		.PR6	CLR: Silver			
	93	FDTA7230FE	A8 Table Assembly 72x30 Flat Edge	4	\$1,238.91	\$4,955.6
``			Ciliar			
		.PR6	Silver			
		.X	Standard Leveling Glides			
		.X	Standard Wood			
		\$(L2WDGRN)				
		.LPT1	Lam: Portico Teak			
		.DP	Edg:Portico Teak			
		\$(P2)	P2 Paint Grade			
		.PR6	Silver			
		.PR6	Silver			
		.TI	Titanium			
Ţ	<i>9</i> 4	AW2VM24N480 B	Aware 24D x 48W NestingV-Leg CSTR Pnt(Kit)	2	\$362.88	\$725.7
		\$(P2)	P2 Paint Opts			
		.PR6	Silver			
		.S	Caster: Silver			
	<i>9</i> 5	AW3LF2448V	24Dx48W Aware Top Lam FlatEdg for V-Fixed/Nest	2	\$139.68	\$279.3
		.Х	Standard Wood			
		\$(L2WDGRN)	L2 Woodgrain Lam Opts			
		.LPT1	Lam: Portico Teak			
		.DP	Edg:Portico Teak			
		.AGO	No Cutouts			
	96	HIWMM	Ignition 2 Task Mid-back, ilira back	6	\$356.40	\$2,138.4
		.Y2	Advanced Synchro- Tilt			

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				Se	ell Price	
Ite	m Product		Qty	Unit	Extended	
	.V	Arm: All-Adjustable Arm	-			
	.Н	Hard Caster				
	.IT	Back: Titanium				
	\$(3)	GRADE: III UPHOLSTERY				
	.SX	Moxie				
	05	Blueberry				
	.AL	Adjustable Lumbar				
	.SB	Base: Standard Base				
	.т	Frame: Black				
			Subtotal	\$ 16,0	607.25	
RM 138						
97	K-PPCASNO	Seek Work Armlss Poly Bk Poly Seat Slvr Fr Cstr	16	\$223.08	\$3,569.28	
4	.BU	CLR: Surf				
	.3	Multi-surface Caster				
	.POLYST	Polymer Seat				
98	AW2VM24N480 B	C Aware 24D x 48W NestingV-Leg CSTR Pnt(Kit)	6	\$362.88	\$2,177.28	
	\$(P2)	P2 Paint Opts				
	.PR6	Silver				
	.S	Caster: Silver				
<b></b> 99	AW3LF2448V	24Dx48W Aware Top Lam FlatEdg for V-Fixed/Nest	6	\$139.68	\$838.08	
	.Х	Standard Wood				
	\$(L2WDGRN)	L2 Woodgrain Lam Opts				
	.LPT1	Lam: Portico Teak				
	.DP	Edg:Portico Teak				
	.AGO	No Cutouts				
100	<sup>9</sup> AW2VM24N540 B	C Aware 24D x 54W NestingV-Leg CSTR Pnt(Kit)	4	\$365.40	\$1,461.60	
	\$(P2)	P2 Paint Opts				
	.PR6	Silver				
	.S	Caster: Silver				
101	AW3LF2454V	24Dx54W Aware Top Lam FlatEdg for V-Fixed/Nest	4	\$153.00	\$612.00	
	.X	Standard Wood				
	.^ \$(L2WDGRN)					
	JLPT1	Lam: Portico Teak				
	.DP	Edg:Portico Teak				
	.AGO	No Cutouts				
			Subtotal	\$ 8,6	58.24	

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						Item 10.	
				Sell		Price	
	Item	Product		Qty	Unit	Extended	
ZHOS	102	LABOR	Delivery, Installation and Design Charges per Omnia Contract	1	\$4,800.00	\$4,800.00	
	103	FREIGHT	Media Technologies Freight Charges	1	\$9,167.00	\$9,167.00	
				Subtota	total: \$ 13,967.00		
				Total:	\$34	2,958.93	
Accepte	ed By:_		Date:				

Applicable sales tax is not included in this quote and will need to be calculated by the end user before Purchase Order submission.

Acceptance of this quote is acceptance of our terms and conditions included at the end of this proposal.

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#### **TERMS AND CONDITIONS OF SALE**

### Orders for any item of merchandise or services will be placed upon receipt of signed quote, terms & conditions along with purchase order and deposit if required.

#### TERMS

- Prices quoted do not include any sales, use or excise taxes imposed by any governmental body. Such taxes will be added to the invoice at time of billing. Clients who are exempt from taxes shall provide us with copies of exemption certificates upon acceptance of this proposal.
- All orders are subject to credit approval by Herald Office Solutions and may require a deposit to process.
- Our payment terms are net 30 days after receipt of invoice.

#### CHANGES IN REQUIREMENTS AND CANCELLATIONS

Our order confirmation is final and binding. All requests for changes in quantity or specifications shall be delivered to Herald in writing. Any subsequent requests for changes are subject to our ability to conform and dependent upon factory approval. Resultant charges from manufacturer shall be borne by the client. All products are made to order, therefore, no cancellations or returns are allowed once the order has been acknowledged by the manufacturer.

#### **DELIVERY AND INSTALLATION**

In the event that delivery and/or installation is required as a part of the proposal, the following provisions shall apply:

- 1. CONDITION OF JOB SITE The job site shall be clean, clear and free of debris prior to installation.
- 2. JOB SITE SERVICES Electric current, heat, hoisting and/or elevator service will be furnished without charge to HOS. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided.
- 3. **DELIVERY DURING NORMAL BUSINESS HOURS -** Delivery and installation will be made during normal working hours. After hour installations will result in additional cost and require prior approval. Additional labor costs for work performed at client's request not previously included in quote, will be passed on to the client.
- 4. CLAIMS Herald will file claims for transportation damage. Damaged merchandise will be repaired to the satisfaction of the client or merchandise replaced.
- 5. **PROTECTION OF DELIVERED GOODS -** Furnishings delivered and brought onto the job site as scheduled shall be inspected and conditionally accepted by the client. The responsibility for the security and safeguarding of the delivered furnishings shall at that time pass to the client.
- 6. **DAMAGE -** After arrival at the site, any loss or damage by weather, other trades, fire or other elements shall be the responsibility of the client, and the clients agrees to hold the dealer harmless from such reason.

#### DELAYS

In the event that construction delays or other causes not within our control force postponement of the installation, we are able to store the furnishings until installation can be resumed. Transfer and storage charges incurred shall be passed on to the client. An invoice will be generated for product stored and furniture will be considered accepted by the client for purposes of payment. In such event the client shall reserve the right to withhold ten percent (10%) of the invoice amount of such shipments against the completion of the contract.

#### GENERAL LIABILITY

No liability shall accrue against Herald as a result of any breach of these terms and conditions resulting from any strike, lockout, work stoppage, accident, Act of God, or other delay beyond the our control.

#### WARRANTY

All furniture sold is warranted to be free from defects in materials or workmanship for a period of (12) months from date of delivery unless otherwise specified under manufacturer specific warranty.

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# CAROLINA FURNISHING + DESIGN



### Bluffton Library Furniture Images and Links

# LOUNGE FURNITURE - LOBBY & ADULT AREAS



L1- INTEGRA - FLAIR LOUNGE CHAIR HIDDEN CASTERS AND POWER Key Features: Steel Inner Construction, 2,000 lb weight capacity, Replaceable & Recoverable Components







L2 - KI - TEA CUP LOUNGE CHAIR 2 TONED UPHOLSTERY

**OT1 - OFS –** X&O TAPERED CYLINDER TABLE 24" ROUND, 23"H



### Links To Furniture

INTEGRA - Flair lounge chair w/ power and hidden casters https://integraseating.com/pro duct/flair-oversize-chair-2/

KI - Teacup Lounge Chair https://www.ki.com/products/ name/tea-cup-lounge-seating/

**OFS** – X&O Occasional table. Option for power & no powered tops. Plinth base to help with protecting the base of the table from chipping https://ofs.com/products/table s/occasional/xo

Fabrics are Endless. – We will be mailing some physical samples out for your selection.



# **COMPUTER FURNITURE - LOBBY & CHILDREN'S**



WORDEN- MYRIAD COMPUTER TABLE W/ ACRYLIC DIVIDERS WIRE MANAGEMENT, POWER SOURCE ON SURFACE OPTIONAL FINISHES: TBD

Power Source + USB





**T1 - SIT ON IT-** INFLEX ALL POLY CHAIR POLY SHELL: BLACK (There are other colors available) 300 lb weight capacity

### Links To Furniture

WORDEN- Myriad Triangle
Similar tables to the other
Charleston County Libraries
but a little more cost effective

• Numerous color options

• 2 Acrylic Dividers per Station https://www.wordencompany. com/wp-

content/uploads/2020/07/MY RIAD\_brochure\_7-2020.pdf

SIT ON IT – Inflex Task Chair Weight Cap 300lbs <u>https://www.sitonit.net/produ</u> <u>ctcatalog/inflex\_lighttaskchair.</u> <u>html</u>

# ADULT AREA



T2 - SIT ON IT- INFLEX ARMLESS TASK STOOL ALL POLY OR UPHOLSTERED SEAT \*\*HEIGHT OF TASK CHAIR TBD BY BUILT IN COUNTER

D1 - MEDIA TECHNOLOGIES NOMAD RECEPTION DESK <u>STANDING</u> HEIGHT 24"D X 75"W X 39"H, TRANSACTION TOP 45"H W/ MOBILE PED



### Links To Furniture

MEDIA TECHNOLIGIES– NOMAD DESK https://www.mediatechnologi es.com/product/nomad-desks

KI – 4 DRAWER LATERAL FILE 52-1/2"H X 30"W X 18"D https://www.ki.com/products/ name/700-series-storage/



# **CHILDREN'S LOUNGE & STORAGE**



L3 – RUSSWOOD – 30 DEGREE EDGE BENCH SEAT FABRIC: TBD

S1 – RUSSWOOD – ENGAGE CURVED DOUBLE FACED SHELVING 2 TONED LAMIANTE COLOR OPTION 48″H TOTAL BOOK COUNT: APPROX 420



CASERS https://www.russwood.com/envision-radiusshelving

### Links To Furniture

### **RUSSWOOD** – CURVED SHELVING ON

### **RUSSWOOD** – WEDGE BENCH SEAT

https://www.russwood.com/palette-lounge-30-wedge-soft-seat

# ADULT AREA



D2 - MEDIA TECHNOLOGIES

NOMAD RECEPTION DESK <u>SITTING</u> HEIGHT 24"D X 75"W X 29"H, TRANSACTION TOP 35"H W/ MOBILE PED



#### Links To Furniture

MEDIA TECHNOLIGIES– NOMAD DESK https://www.mediatechnologi es.com/product/nomad-desks

# **CHILDREN'S TABLES**





D3/D4 RUSSWOOD -**ENGAGE SERIES HARMONY & SYNC** SHAPED MOBILE CHILDREN TABLES AVALIABLE HEIGHTS **25"H**, 27"H, 29"H







C1 - LELAND FC – MANITOU CHILDREN'S CHAIRS DIFFERENT SHAPED BACKS MANY COLOR OPTIONS AVALIABLE SEAT HEIGHTS 14" 15" 16"

### Links To Furniture

RUSSWOOD – HARMONY MOBILE SHAPED CHILDREN TABLES https://www.russwood.com/t ables-engage

**LELAND FC –** MANITOU CHILDREN'S WOOD CHAIRS https://www.fc.studio/product s/manitou/#manitou

# **CHILDREN'S LOUNGE & STORAGE**





L6 - MEDIATECH- SHROOMS

**S2 - MEDIATECH-** BOOKBIN W36" D24" H30" LAMINATE: TBD

L4 – KI – MY PLACE RECTANGLE BACKLESS BENCH W48" D26" H18" TWO TONED FABRIC



#### Links To Furniture

**KI MY PLACE BENCH** https://www.ki.com/produc ts/name/myplace-loungefurniture/

### MEDIATECH – BOOK BROWSER

https://www.mediatechnol ogies.com/product/bookbrowser

#### MEDIATECH – SHROOM

https://www.mediatechnol ogies.com/product/shroom -stool



### 24"ROUND 17"H

# **CHILDREN'S LOUNGE & STORAGE**







**L5 – FOMCORE –** BOWTIE SET OF MOBILE MULTI CONFIGURATION SOFT SEATING FABRIC GRADE 2: TBD **L7 – FOMCORE** – LILY PADS 18" ROUND 3" THICK FABRIC GRADE 2: TBD

L8 – OFS – MENTION WOOD ROCKER ARMLESS IS ALSO AVAILABLE FABRIC GRADE 4: TBD



#### Links To Furniture

#### FOMCORE - 6 MULTI SHAPE MOBILE SEATING https://www.fomcore.com/ product-page/bowtie-set

**FOMCORE** – LILY PADS https://www.fomcore.com/ product-page/lily-cart

# **PROGRAMING ROOM 135**



**C2 - KI –** GRAZIE STACK CHAIRS

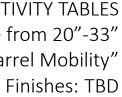
**D5 - KI –** RUCKUS ACTIVITY TABLES 30"d x 60"w Height Range from 20"-33" 2 Casters, 2 Glides "Wheel barrel Mobility"



### Links To Furniture

**KI –** GRAZIE https://www.ki.com/prod ucts/name/grazie-stackchair/#

KI - RUCKUS https://www.ki.com/prod ucts/name/ruckusactivity-tables/



# **BACKROOM WORKSTATIONS 136**





**D6 - KI -** WORK UP HEIGHT ADJUSTABLE 24" D X 72"W HEIGHT CRANK TABLE **KI –** DIVIDER FABRIC PANELS 23"W X 24"D 17" ABOVE WORKSURFACE



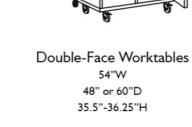
# Links To Furniture

**KI** – WORK UP HA TABLES https://www.ki.com/products/ name/workup-heightadjustable-tables/

KI – UNIVSERAL Divider Screens https://www.ki.com/products/ name/universal-screens/



# **BACKROOM WORKSTATIONS 136**



**D7 - KI –** RUCKUS STORAGE WORKSTATION 48"D X 54"W DOUBLE SIDED 2X2 CUBBIE STORAGE W/ LOCKING DOORS COLORS: TBD

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# Links To Furniture

KI – RUCKUS WORKSTATION https://www.ki.com/prod ucts/name/ruckusworktables/



# **CONFERENCE ROOM 138**



**C3** - **SIT ON IT**— RELAY NESTER ALL POLY SHELL, CASTERED 250LB Weight Cap Lifetime Warranty



D7 - KI– PIROUETTE NESTING FLIP TOP TABLE 30"d X 60"W



# Links To Furniture

SIT ON IT – RELAY NESTER https://www.sitonit.net/sea rch.html?search=RELAY

KI – PIROUETTE NESTING TABLE <u>https://www.ki.com/produc</u> <u>ts/name/pirouette-table/</u>

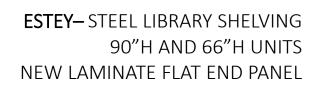
# LIBRARY SHELVING





MAG BOXES-MINI Exterior – D: 7 ½" x W: 6 ½" x H: 5 ¾" Interior – D: 6 ½" x W: 6" MAG BOXES-LARGE Exterior – D: 7 ¾" x W: 11 ¾" x H: 10 ½"

Interior – D: 6 ½" x W: 11 ¼"



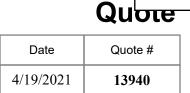


# Links To Furniture

**ESTEY**– SHELVING https://esteyshelving.com/

**3B**– ACRYLIC MAGBOX https://3branch.com/product/ magbox-large/





Name / Address

Beaufort County Council Attn: Finance Department PO Drawer 1228 Beaufort, SC 29901

# Ship To

Bluffton Library 120 Palmetto Way Bluffton, SC 29910 Attn: Amanda Dickman

		Lead Time	Terms	Rep		FOB	Created By
		8-10 Weeks	Net 30	DWC-1	De	stination	JRH
Item #	Manf. #		Description	•	Qty	Unit Price	Total
		Adult Shelving(90"	High)				
	WFIB92100-	WF92100 90" High Double Fac Shelves 10" Shelves over 20'	ce Shelving v ' Base	vith Integral Back	42	723.00	30,366.00T
	HPEP9022-	HPEP9022	91"H x 22-1/2"W HPL End Panel, 3mm Edge			315.00	7,560.00T
	WFIB91100-	Shelves.	WF91100 90" High Single Face Shelving With Integral Back Shelves. 10" Shelves over 10" Base			435.00	3,480.00T
	WFIB911002	24" Wide	WFIB911002 90"High Single Face Shelving with Integral Back, 24" Wide 10" Shelves over 10" Base			544.00	1,088.00T
	HPEP90-	HPEP9015 HPL End Panel, 90" Laminate: To Be De	H x 15"W, 31	nm Edge	4	158.00	632.00T
		A/V Shelving(66" H	igh)				

# Subtotal

Sales Tax (7.0%)



Date	Quote #
4/19/2021	13940

luote

#### Name / Address

Beaufort County Council Attn: Finance Department PO Drawer 1228 Beaufort, SC 29901

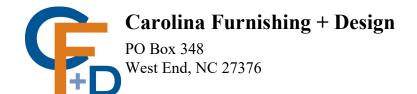
# Ship To

Bluffton Library 120 Palmetto Way Bluffton, SC 29910 Attn: Amanda Dickman

		Lead Time	Terms	Rep		FOB	Created By
		8-10 Weeks	Net 30	DWC-1	De	stination	JRH
Item #	Manf. #		Description	-	Qty	Unit Price	Total
	W6636-	W6636	1		16	97.00	1,552.00T
		66" H X 36" W Wel Finish: To Be Detern					
	WSB3620A-	WSB3620A	-1f 20"D		16	134.00	2,144.00T
		D/F Sloping Base Sh Finish: To Be Detern					
	MP3610A-	MP3610A			160	51.00	8,160.00T
		Multi-purpose Shelves Finish: To Be Determined					
	HPEP6625-	HPEP6625	HPEP6625 66-1/4"H x 22-1/2"D x 1-1/4"T HPL End Panel,			245.00	1,960.00T
		3mm Edge	УХ 1-1/4 1 П	FL Ella Fallel,			
		Laminate: To Be De	termined				
		Periodical Shelving					
	WF91120	WF91120			1	400.00	400.00T
		90"High x 12"Deep shelving	x 36"Wide si	ngle face adjustable			
		Finish: To Be Detern	mined				
	WF911203	WF91120			3	400.00	1,200.00T
		90"High x 12"Deep shelving	x 30"Wide si	ngle face adjustable			
		Finish: To Be Detern	mined				
	3522	Large Mag Box with	h built in divid	ler	56	58.00	3,248.00T

# Subtotal

Sales Tax (7.0%)



Date	Quote #
4/19/2021	13940

Name / Address

Beaufort County Council Attn: Finance Department PO Drawer 1228 Beaufort, SC 29901

# Ship To

Bluffton Library 120 Palmetto Way Bluffton, SC 29910 Attn: Amanda Dickman

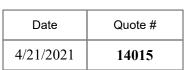
		Lead Time	Terms	Rep		FOB	Created By
		8-10 Weeks	Net 30	DWC-1	De	stination	JRH
ltem #	Manf. #		Description		Qty	Unit Price	Total
	HPEP90-	HPEP9015 HPL End Panel, 90' Laminate: To Be De		nm Edge	2	158.00	316.007
		66" High Shelving					
	WFIB62100	WFIB62100 66" High Double Fa	66" High Double Face Integral Back Shelf with 10" Shelves over 20" Base				16,864.00T
	HPEP6625-	HPEP6625	HPEP6625 66-1/4"H x 22-1/2"D x 1-1/4"T HPL End Panel, 3mm Edge				2,450.001
	WFIB61100		WFIB61100 66"High x 36"Wide Integral Back Single Face Shelving Unit, 10" Shelves over 10" Base				3,707.001
	HPEP6615-	HPEP6615 66-1/4"H x 14"D x Edge Laminate: To Be De		End Panel, 3mm	4	141.00	564.001
		SC State Contract P	ricing				

Thank you for the opportunity to provide you with this quote. We look forward to serving you. Should you have any questions or comments	Subtotal	\$85,691.00
please do not hesitate to contact us.	Sales Tax (7.0%)	\$5,998.37
910-673-1010 cfplusd@gmail.com Quote only good for 30 days past the original quote date.	Total	\$91,689.37
Quote only good for 50 days past the original quote Page 3		15

Item 10.

Quote





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Name / Address

Beaufort County Council Attn: Finance Department PO Drawer 1228 Beaufort, SC 29901

# Bluffton Library 120 Palmetto Way

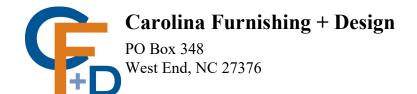
Ship To

Bluffton, SC 29910 Attn: Amanda Dickman Option #2

		Lead Time	Terms	Rep		FOB	Created By
		8-10 Weeks	Net 30	DWC-1	De	stination	JRH
Item #	Manf. #		Description		Qty	Unit Price	Total
L1(P)	FLAIR-1	LOBBY AREA FLAIR-1-HGF4-E-L Flair Upholstered Lo Go Casters, Power a Upholstery: Grade R Laminate Tablet Arr	ounge Chair w nd Tablet Arr To Be Deter	n mined	3	1,704.00	5,112.00T
L1(NP)	FLAIR-1	FLAIR-1-HGF4 Flair Upholstered Lounge Chair with Arms, Hide and Go Casters and NON-Powered Upholstery: Grade R To Be Determined			5	1,190.00	5,950.00T
OT-1	810-24RDT-15	810-24RDT-15 24"Round "X" and "O" Tapered Base Occasional Table Plinth Base Non-Powered Finishes: To Be Determined		4	1,811.50	7,246.00T	

# Subtotal

Sales Tax (7.0%)



Date	Quote #
4/21/2021	14015

Quore

#### Name / Address

Beaufort County Council Attn: Finance Department PO Drawer 1228 Beaufort, SC 29901

### Bluffton Library 120 Palmetto Way Bluffton, SC 29910 Attn: Amanda Dickman

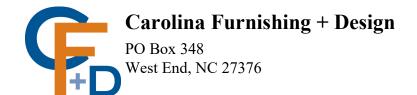
Option #2

Ship To

		Lead Time	Terms	Rep		FOB	Created By
		8-10 Weeks	Net 30	DWC-1	De	stination	JRH
Item #	Manf. #		Description	<u>^</u>	Qty	Unit Price	Total
	MYR-050-QR-M	Myriad Table Shape: Quarter Rour Type: Basic Surface: Laminate Edge: Maple Divider: Frosted Laminate: TBDW-X Finish: CLM Base: Glide Metal: Standard TBI Length: 50 Height: 29	X, Wilsonart	, Standard	12	1,104.12	13,249.44T
Τ1	973B-	973B.FC1.A0.C15.SC1.UC Inflex Task Chair No Arms Frame Finish: Black Shell Finish: Black			12	210.50	2,526.00T
L1(P)	FLAIR-1	ADULT AREA FLAIR-1-HGF4-E Flair Upholstered Lo Go Casters and Pow Upholstery: Grade R	ered		1	1,414.50	1,414.50T

### Subtotal

Sales Tax (7.0%)





Name / Address

Beaufort County Council Attn: Finance Department PO Drawer 1228 Beaufort, SC 29901

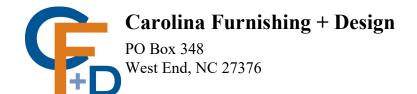
# Ship To

Bluffton Library 120 Palmetto Way Bluffton, SC 29910 Attn: Amanda Dickman Option #2

		Lead Time	Terms	Rep		FOB	Created By
		8-10 Weeks	Net 30	DWC-1	Destination		JRH
Item #	Manf. #		Description	•	Qty	Unit Price	Total
L1(NP)	FLAIR-1	FLAIR-1-HGF4 Flair Upholstered Lc Go Casters and NON Upholstery: Grade R	N-Powered		1	1,190.00	1,190.00T
OT1	810-24RDT-15	Table Plinth Base N					10,869.00T
L2	5723WA/FC-	Brushed Aluminum	Tea Cup Lounge Chair with Contrasting Fabrics and Brushed Aluminum Legs Upholstery: Grade G To Be Determined			1,268.50	12,685.00T
D1	ND-75DX	ND-75DR-45-MOB Standing Height Nor	ND-75DR-45-MOB Standing Height Nomad Desk, 75"L x 29"H with Transaction Top and Mobile Pedestal			4,196.00	4,196.00T
D1	ND-75DR-45-M	Nomad Standing Height Desk, 75"L x 24"D, with 39"H Worksurface and 45"H Transaction Top and Mobile Pedestal Finish: To Be Determined			1	4,196.00	4,196.00T
Τ2	973B S1 UP	Inflex Task Stool wi Back Finishes: To Be Dete Upholstery: Grade 2	th Upholstere ermined		1	316.00	316.00T

# Subtotal

Sales Tax (7.0%)



Date	Quote #
4/21/2021	14015

Quote

Name / Address

Beaufort County Council Attn: Finance Department PO Drawer 1228 Beaufort, SC 29901

### Bluffton Library 120 Palmetto Way Bluffton, SC 29910 Attn: Amanda Dickman

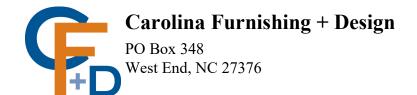
Option #2

Ship To

		Lead Time	Terms	Rep		FOB	Created By
		8-10 Weeks Net 30 DWC-1			Destination		JRH
Item #	Manf. #		Description		Qty	Unit Price	Total
T2	973B S1 UP	OFFICE 129 Inflex Task Stool wi Back Finishes: To Be Dete Upholstery: Grade 2	ermined	·	2	316.00	632.00T
S1	PT-DF-RS-48	48" Double Face Rad Each Face	Book Count for all Unit = 420			2,532.40	40,518.40T
L3	PT-30W17	30" Wedge Seat, No Fabric Grade 3: TBI		Feet	4	885.11	3,540.44T
D3	PT-HAR-252C		Engage Table, Harmony - 25"H 2 Casters, 2 Glides "Wheelbarrel Mobility"			500.75	1,001.50T
C1	MTC-SH16MTC	Leland Monitou Children Chairs Plain Wood Back, 16" Seat Height Colors: TBD			4	202.50	810.00T
S2	K2436ABB-J-M	Picture Book Brows 24D x 36W x 30H	er		2	1,068.50	2,137.00T

# Subtotal

Sales Tax (7.0%)





Name / Address

Beaufort County Council Attn: Finance Department PO Drawer 1228 Beaufort, SC 29901

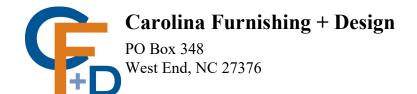
# Ship To Bluffton Library

120 Palmetto Way Bluffton, SC 29910 Attn: Amanda Dickman Option #2

		Lead Time	Terms	Rep		FOB	Created By
		8-10 Weeks	Net 30	DWC-1	De	stination	JRH
Item #	Manf. #		Description	·	Qty	Unit Price	Total
D2	ND-75DR-MOB	Worksurface and 35 Pedestal	Nomad Sitting Height Desk, 75"L x 24"D, with 29"H Worksurface and 35"H Transaction Top and Mobile Pedestal Finish: To Be Determined				3,851.00T
L6	SS-17-24	Shroom Children's S Fabric Gr. 4: TBD	tool, 17"H x	24" Round	5	509.00	2,545.00T
L5	F078-74.5x24-G	Fomcore Bowtie Set Fabric Gr. 2: TBD	Fomcore Bowtie Set (6 pcs.) Seat height 18" Fabric Gr. 2: TBD				2,574.63T
L4	MPRCT	My Place Rectangle Fabrics Fabric Gr. G: TBD					2,961.20T
	MYR-050-QR-M	Myriad Table with Pop-Up Power Shape: Quarter Round Type: Basic Surface: Laminate Edge: Maple Divider: Frosted Laminate: TBDW-XX, Wilsonart, Standard Finish: CLM Base: Glide Metal: Standard TBD Length: 50 Height: 25 (1) Unit is to be Self-Check				1,230.12	3,690.36T

# Subtotal

Sales Tax (7.0%)



Date	Quote #
4/21/2021	14015

Quore

#### Name / Address

Beaufort County Council Attn: Finance Department PO Drawer 1228 Beaufort, SC 29901

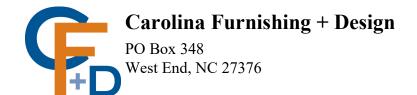
# Ship To Bluffton Library

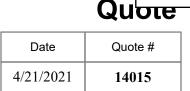
120 Palmetto Way Bluffton, SC 29910 Attn: Amanda Dickman Option #2

		Lead Time	Terms	Rep		FOB	Created By
		8-10 Weeks	Net 30	DWC-1	De	stination	JRH
Item #	Manf. #		Description	•	Qty	Unit Price	Total
T1	973B-	Inflex Task Chair No Cylinder Base 16.5"	973B.FC1.A0.C15.SC1.UC Inflex Task Chair No Arms Cylinder Base 16.5"H Frame Finish: TBD; Shell Finish: TBD (1) To be used at Self Check			210.50	631.50T
L8	F81147	F81147-C8Z	F81147-C8Z Mention High Back Rocker with Arms Wood Base: TBD				968.50T
L7	FK007	Lily Pad Set, 10 Pad	PROGRAM ROOM Lily Pad Set, 10 Pads and 1 Cart Lily pads 18"w x 3"H Fabria Gr 2: TPD				2,284.40T
D5	RTEEA3060	Ruckus Sit Height A Glides Adjustable from 20" Finishes: TBD	•	bles on Casters and	12	310.00	3,720.00T
C2	GLNAP	Grazie Stack Chair, Stacks 5 High on Flowith dolly)		Oolly (not quoted	75	196.90	14,767.50T
		BACKROOM WOR	KSTATION				

## Subtotal

Sales Tax (7.0%)





Name / Address

Beaufort County Council Attn: Finance Department PO Drawer 1228 Beaufort, SC 29901

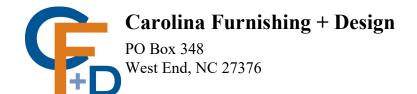
# Ship To Bluffton Library

120 Palmetto Way Bluffton, SC 29910 Attn: Amanda Dickman Option #2

		Lead Time	Terms	Rep		FOB	Created By
		8-10 Weeks	Net 30	DWC-1	De	stination	JRH
Item #	Manf. #		Description		Qty	Unit Price	Total
D7	RCWT485436COP	Ruckus Worktable V Finishes: TBD	V/ 2x2 Cubby	Storage Below	1	1,125.85	1,125.85T
D6	WU2472CR	Work Up Crank Hei 24"D x 72"W Non-F Finishes: TBD		e	4	763.40	3,053.60T
D6	USFA2324F		Privacy Screens, Fabric, 24" Tall 7" above Work Surface				809.60T
D6	ULP20FBBF	Mobile Pedestals B/	B/F		4	249.70	998.80T
Τ2	973B S1 UP	Back Finishes: To Be Dete	Inflex Task Stool with Upholstered Seat and Poly Back Finishes: To Be Determined Upholstery: Grade 2 To Be Determined			316.00	1,264.00T
Da	WU2472FX		Work Up Fixed Height Table 24"D x 72"W Non-Powered			386.10	772.20T
		CONFERENCE RO	OM				
C3	94X	94X A0 SCX C12 X AC Relay Armless Nesting Chair Poly Seat & Back; Finishes: TBD			12	184.00	2,208.00T
D7	PINR3060T	29"H Nesting Tables, W/ Casters 30" x 60" Finishes: TBD			6	697.40	4,184.40T

Subtotal
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Sales Tax (7.0%)



Date	Quote #
4/21/2021	14015

Uote

Name	/ Address	s

Beaufort County Council Attn: Finance Department PO Drawer 1228 Beaufort, SC 29901

	Ship To
Γ	Bluffton Library
	120 Palmetto Way
	Bluffton, SC 29910
	Attn: Amanda Dickman
ŀ	Option #2

Total

8-10 Weeks       Net 30       DWC-1       Destination         Item #       Manf. #       Description       Oty       Unit Price         SC State Contract Pricing       Delivery and Installation Included       Image: State Stat										
Item #       Manf. #       Description       Oty       Unit Price         SC State Contract Pricing       Delivery and Installation Included       Image: State Contract Pricing       Image: State Contract Price Price Pricing       Image: State Contract			Lead Time	Terms	Re	эр		FOB	Create	ed By
SC State Contract Pricing       Delivery and Installation Included       Image: Contract Pricing         Delivery and Installation Included       Image: Contract Pricing       Image: Contract Pricing         Thank you for the opportunity to provide you with this quote. We look forward to serving you. Should you have any questions or comments please do not hesitate to contact us.       Subtotal       S1			8-10 Weeks Net 30 DWC-1			Destination		JR	Н	
Delivery and Installation Included       Delivery and Installation Included         Image: Delivery and Installation Included       Image: Delivery and Installation Included         Image: Delivery and Installation Included       Image: Delivery and Installation Included         Image: Delivery and Installation Included       Image: Delivery and Installation Included         Image: Delivery and Installation Included       Image: Delivery and Installation Included         Image: Delivery and Imag	Item #	Manf. #		Description			Qty	Unit Price	То	tal
Thank you for the opportunity to provide you with this quote. We look forward to serving you. Should you have any questions or comments please do not hesitate to contact us.       Subtotal       \$1			SC State Contract Pr	ricing						
forward to serving you. Should you have any questions or comments			Delivery and Installa	ation Included	1					
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please do not hesitate to contact us. Sales Tax (7.0%)	forward to serving you. Should you have any questions or comments please do not hesitate to contact us.			Subto	otal		\$169,99	9.82		
				Sales	s Tax (7.0%) \$1			99.99		
910-673-1010 cfplusd@gmail.com										

Quote only good for 30 days past the original quote date.

\$181,899.81



Item 11.



# **ITEM TITLE:**

Recommendation for additional work - Beaufort County Road Resurfacing Year 4 contract (\$83,659)

## MEETING NAME AND DATE:

Public Facilities Committee – May 17, 2021

## **PRESENTER INFORMATION:**

Jared Fralix, ACA - Engineering

(5 mins)

## **ITEM BACKGROUND:**

Year 4 resurfacing award to Eurovia Atlantic Coast (dba Blythe) was approved at County Council on February 22, 2021. On April 26, 2021, County Council approved the recommendation of additional work to be added to the contract in the amount of \$399,517.

## **PROJECT / ITEM NARRATIVE:**

It has been brought to the attention of Beaufort County staff that Big Estates Circle is in need of repairs. As a state-owned road, SCDOT is currently performing the pavement condition survey for their resurfacing program priorities. As it is not determined that this road will be in their priority list, Beaufort County has coordinated with SCDOT and Beaufort County CTC to determine a near-term solution.

Per the attached proposal break down it is recommended that repair of Big Estate Circle be added to the Year 4 resurfacing scope of work.

# FISCAL IMPACT:

Eurovia Atlantic Coast LLC, DBA Blythe change order #3 grand total **\$83,659**. 50% (\$41,829.50) to be paid from CTC fund balance contingent on their approval on May 19, 2021 and 50% (\$41,829.50) paid from TAG fund balance. CTC fund balance is \$2,370,802.25, TAG fund balance is \$5,469,761.01.

# STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends the approval of this change amount for additional resurfacing work under the Year 4 contract with Eurovia Atlantic Coast LLC, DBA Blythe.

# **OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny recommendation of change order for Beaufort County Road Resurfacing Year 4 IFB #121020E to Eurovia Atlantic Coast LLC, DBA Blythe.



Beaufort County Engineering Industrial Village Road # 3 Beaufort, SC 29906

#### RE: Big Estate Circle – Yemassee, SC – Roadway Repairs

Dear Andrea,

Blythe is proposing placing 125lbs of Surface Course Type D for roadway repairs at Big Estate Circle. As discussed onsite we would want to add to the structural integrity of road, thus avoiding disturbing existing subgrade. We are under the opinion damaged areas are surface defects and not subgrade related. In addition, we don't see the value, or risk for that matter, disturbing existing structure potentially causing a more costly expense to the taxpayers, IE: Booker T Washington. Our belief is an overlay of these sections would be the most prudent, less evasive and most economical solution all while giving the county best long-term solution. With the overlay option we can cover more surface area addressing more defects. The 6" FDP option eats up a lot of additional asphalt for a road than currently has little to none. Surface Type D repair would buy you the time you are looking for until this road was placed on a SCDOT priority list (years) for resurfacing. Please review and know we would be more than glad to come in a discuss with whomever as needed. See pricing and area locations (marked onsite) below:

#### **Marked Locations**

- 1. 1,120' X 20 = 2,489sy
- 2. 275' X 20' = 612sy
- 3. 150' X 20' = 334sy
- 4. 847' X 20' = 1,883sy
- 5. 1,460' X 20' = 3,245sy
- 6. 648' X 20' = 1,440sy
- 7. 667' X 20' = 1,483sy

Total Square Yards = 11,486sy @ 125lbs/sy = 717.87 tons.

#### **Pricing**

Mobilization – 1 LS @ \$3,000.00 = \$3,000.00 Traffic Control – 1 LS @ \$2,750.00 = \$2,750.00 Butt Joints w/ milling machine – 1 LS @ \$3,250.00 = \$3,250.00 Surface Course Type D w/ tack coat – 11,486sy @ \$6.50/sy = \$74,659.00 (unit price includes all asphalt material, equipment and haul.)

**Total Cost = \$83,659.00** 

V/r,

Jason Ferrell Beaufort Area Manager



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

## **ITEM TITLE:**

Amendment to Contract RFQ#092320TE (Stantec) to include the Lady's Island Village Connectivity Plan

## **MEETING NAME AND DATE:**

Public Facilities Committee – May 17, 2021

#### **PRESENTER INFORMATION:**

Robert Merchant, AICP, Acting Director, Planning and Zoning (5 minutes)

#### **ITEM BACKGROUND:**

Approximately \$30 million of the Beaufort County Penny Sales Tax funds will be spent on transportation improvements in the Lady's Island Village Center. These projects have the potential to greatly impact the character of the community. The Lady's Island Plan and the community have called for a master plan to be conducted for the Village Center to ensure that the Penny Sales Tax improvements address other community goals, such as pedestrian and bicycle connectivity and community character.

In January 2021, Beaufort County entered into a \$2,611,170.88 contract with Stantec to do the engineering for the US 21 Corridor and the high school entrance road. Since Stantec has a planning division, staff has determined that the most expedient and timely way to begin the master plan process is to amend the Stantec contract so that the planning work can be done prior to more detailed engineering work for the individual projects. The cost of the additional work is \$93,294. City of Beaufort will contribute half of this cost.

# **PROJECT / ITEM NARRATIVE:**

The primary goal of the project is to use a planning lens to evaluate the Lady's Island sales tax projects in order to maximize their potential to improve the bicycle and pedestrian network, and to make Sea Island Parkway a "great street." In cooperation with the roadway designers, this study will help to inform the character of the roadway (e.g., medians, landscaping, lighting, sidewalk treatment) to be mutually supportive of the future vision while ensuring its desired capacity. The plan will also include a network connectivity plan that shows the existing projects and future needed street, bicycle, and pedestrian improvements. Staff believes that this additional work will result in better projects that will both address transportation deficiencies while enhancing community character. The planning work will also put the County in a much better position to apply for grants necessary to complete future phases of these projects. The Stantec proposal is attached.

### FISCAL IMPACT:

The cost the contract amendment is \$93,294. \$46,647 will come from the County Administrator's Discretionary Fund. The remaining \$46,647 will be paid by the City of Beaufort.

## STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommend amending RFQ#092320TE to include the Lady's Island Village Connectivity Plan.

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

Motion to approve the amendment to RFQ#092320TE for the Lady's Island Village Connectivity Plan.

Motion to deny the amendment to RFQ#092320TE for the Lady's Island Village Connectivity Plan.



Stantec Consulting Services Inc. 4969 Centre Pointe Drive Suite 200, North Charleston SC 29418-6952

March 23, 2021

Attention: Mr. Jared Fralix, PE Beaufort County 2266 Boundary Street Beaufort, SC 29902

Dear Jared,

#### Reference: Task 21: Lady's Island Village Connectivity Plan

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to Beaufort County (Client) to provide additional planning and urban design services Lady's Island in parallel with the various roadway improvements.

The primary goal of the project is to use a planning lens to evaluate the Lady's Island sales tax projects in order to maximize their potential to improve the bicycle and pedestrian network, and to make Sea Island Parkway a "great street." In cooperation with the roadway designers, this study will help to inform the character of the roadway (e.g., medians, landscaping, lighting, sidewalk treatment) to be mutually supportive of the future vision while ensuring its desired capacity.

A secondary goal is a network connectivity plan that shows the existing projects and future needed street, bicycle, and pedestrian improvements. While time and money constraints prohibit the development of a traditional master plan, it is important that redevelopment and urban design be considered in final design decisions. In short, there should be a balance between place-making and capacity improvements. This connectivity plan is a way to achieve that goal.

# **Scope of Services**

The following phases are included in this Task:

- Phase 1: Project Organization and Management
- Phase 2: Reconnaissance
- Phase 3: Urban Design Plan Development
- Phase 4: Plan Refinement & Approval

# **Phase 1: Project Organization and Management**

This task includes the Stantec Project Manager's time for management of the project including coordination and correspondence with the County. attending up to four (4) coordination meetings to review the incremental progress of the project and for general project coordination to discuss design specifics with the County, City of Beaufort, and SCDOT. Stantec will provide a summary of each status meeting.

March 23, 2021 Mr. Jared Fralix, PE Page 2 of 5

Reference: US 21 Corridor Design and Engineering Services Proposal - Task 21: Lady's Island Village Connectivity Plan

This task includes the planning and urban design team's time to oversee and coordinate with other team members to ensure their work aligns with the project.

Each month Stantec will provide a progress report along with the monthly invoice that details the month's activities and reports any upcoming project milestones.

Phase 1 - Key Engagement Activities:

- Project Kickoff with Stantec and Client Project Team
- Coordination Meetings with Client Project Team (4)

#### Phase 1 - Key Deliverables:

- Meeting Notes
- Monthly Progress Report

# Phase 2: Reconnaissance

We will research the area's conditions using a desktop analysis of existing documentation, plans, and policies, and supplement with a site tour as necessary. The results of this investigation will form the foundation for all physical and policy recommendations.

We will create a series of analysis maps and diagrams that catalogue the relevant existing conditions. We will also complete a "Ripe and Firm" evaluation of the properties in the study area and make a preliminary determination which areas are firm and not likely to redevelop and which areas are ready or currently under pressure for change or require a specific level of intervention.

We will coordinate a kickoff with the City, County, and other major stakeholders (e.g., Lady's Island Steering Committee).

We will conduct up to 12 hours of focus group meetings via virtual meeting software (e.g., Zoom, Teams) with key stakeholders (e.g., City/County department leaders, property/business owners, bike-ped advocacy, neighborhood association leaders, SCDOT, and parks/recreation/open space interest groups). These times may be reserved over two consecutive days or two days within a two-week period. We will provide a summary of comments gathered to the Client.

We will host a live virtual event and will facilitate an open engagement activity with the general public using the County's website or via the Social Pinpoint portal. This will include an overview of the general project goals and feedback received during kickoff engagement, and engagement tools and conversations for participants.

March 23, 2021 Mr. Jared Fralix, PE Page 3 of 5

Reference: US 21 Corridor Design and Engineering Services Proposal - Task 21: Lady's Island Village Connectivity Plan

#### Phase 2 - Key Engagement Activities:

- External Kickoff Meetings (virtual)
- Online Engagement Portal
- Stakeholder Interviews and Focus Group Meetings
- Online Live Event

#### Phase 2 - Key Deliverables:

- Content for Online Portal
- Summary of Engagement for this Phase

# **Phase 3: Urban Design Plan Development**

We will use the engagement feedback received in the Reconnaissance Phase to inform our recommendations for improving the bicycle and pedestrian network and to make Sea Island Parkway a "great street." In cooperation with the roadway designers, this study will develop elements to enhance the character of the roadway (e.g., medians, landscaping, sidewalk treatment) to be mutually supportive of the future vision while ensuring its desired capacity.

We will also produce a network connectivity plan that shows the existing projects and future needed street, bicycle, and pedestrian improvements. We will also consider redevelopment and urban design amenities and balance between place-making and capacity improvements. To depict these opportunities, we will produce the following elements:

- Recommendations, developed in concert with the engineering team, to help inform the final cross sections of the projects
- Analysis map depicting potential redevelopment locations, developed in concert with the engineering team
- Evaluation of previous bike/pedestrian concept proposals with considerations for new mobility choices and state of the industry approaches
- Network diagrams that depict a coherent and comprehensive bicycle and pedestrian network that connects major parks, public facilities, centers, and neighborhoods
- Diagrams showing opportunities for inter-parcel connectivity and additional street connections that could improve network choices (and be constructed)

March 23, 2021 Mr. Jared Fralix, PE Page 4 of 5

•

Reference: US 21 Corridor Design and Engineering Services Proposal - Task 21: Lady's Island Village Connectivity Plan

Photosimulations showing the proposed roadway configurations along with the existing and potential redevelopment opportunities at key locations

We will prepare a website using ESRI StoryMap that will describe the various recommendations using a highly interactive graphical interface.

#### Phase 3 - Key Engagement Activities:

• Client Project Team Review of Draft Documents (virtual)

#### Phase 3 - Key Deliverables:

- First Draft of Preliminary Plan Documents
- Second Draft of Preliminary Plan Documents
- StoryMap of Preliminary Recommendations

# **Phase 4: Plan Refinement and Approval**

The final phase of work will facilitate the endorsement and/or adoption of a series of strategic investments and expectations that fulfill the goals of this process. Recommendations will be highly graphic and will focus on the conceptual implementation of various place-based infrastructure investments as well as compatible redevelopment opportunities that facilitate a walkable, bikeable community.

We will present our findings and recommendations at four (4) meetings in person and update the StoryMap site.

#### Phase 4 - Key Engagement Activities:

- Present final report/recommendations to a joint meeting between County Planning Commission and the Beaufort-Port Royal Metropolitan Planning Commission (in-person)
- Present final recommendations to County Public Facilities Committee (in-person)
- Present final recommendations to Beaufort City Council (in-person)
- Present final recommendations to County Council (in-person)

#### Phase 4 - Key Deliverables:

- Plan Document in presentation format
- StoryMap of Final Recommendations

Design with community in mind

March 23, 2021 Mr. Jared Fralix, PE Page 5 of 5

Reference: US 21 Corridor Design and Engineering Services Proposal - Task 21: Lady's Island Village Connectivity Plan

# **Proposal Fee**

Stantec will perform the services described in the Scope of Services for a time and materials fee of **\$93,294**. Fee details are outlined in the separately provided spreadsheet.

Any services not specifically described in the above scope of services, as well as any changes to the project understanding by the Client, will be considered additional services.

# Closing

Thank you for this opportunity to continue working with Beaufort County. If you need additional information or have questions, just let me know.

Sincerely,

Craig Lewis FAICP, LEED AP, CNU-A Principal, Co-Leader Urban Places Planning & Urban Design - North America Phone: 704 609 9841 craig.lewis@stantec.com

	Stantec				1		
< Comparison of the second	CraigL \$238	JennyH \$137	JaredB \$137	AstridM \$86	Designer \$86	TOTAL FEE	
1: Project Organization & Management							
1.1 Project Initiation & Internal Kickoff	4	2	4	2	2	\$2,115	
1.2 Project Team Meetings and Communications	10	0	10	0	0	\$3,749	
Total hours	14	2	14	2	2		
SUBTOTAL - PHASE 1	\$3,333	\$274	\$1,916	\$171	\$171	\$5,865	6%
2: Reconnaissance							
2.1 Assemble Base Mapping	0	0	0	4	0		
2.2 Prior Planning Review and Documentation	0	0	4	0	0		
2.3 Land Use and Conditions Assessment	1	0	2	16		1 1 1 1 1	
2.4 External Kickoff Meeting (virtual)	4	0	8	8	0	1 1 1	
2.5 Online Engagement Portal	0	0	0	32	0	4 4 4	
2.6 Stakeholder Interviews and Focus Group Meetings (virtual)	12	0	12	0	0		
2.7 Public Meeting (virtual)	8	0	16	16	0		
Total hours		0	42	76	0		
SUBTOTAL - PHASE 2	\$5,952	\$0	\$5,748	\$6,500	\$0	\$18,199	20%
3: Urban Design Plan Development							
3.1 First Draft of Preliminary Plan Documents	8	32	32	40	40		
3.2 Project Team Review and Edits	4	2	4	4	4	1 1 1 1	
3.3 Second Draft of Preliminary Plan Documents	8	16	24	24	24		
3.4 StoryMap of Preliminary Recommendations	0	0	32	32		1.1	
Total hours		50	92	100	68		
SUBTOTAL - PHASE 3	\$4,761	\$6,843	\$12,590	\$8,553	\$5,816	\$38,563	42%
4: Plan Refinement & Approval	0	0	17	17	0	¢0.550	
4.1 Prepare Plan Document	0	0	16	16			
4.2 Prepare Presentation for Approval Process	4	0	16	16			
4.3 Presentation at Public Meetings (In-Person) (4)	40	0	0	0		4.44	
4.4 Finalize StoryMap	0	0	0	32		4 4 5 5 1	
4.5 Final Exective Summary Documents	0	0	40	40	0	1-1	
Total hours		0	72	104	0		
SUBTOTAL - PHASE 4	\$10,475	<b>\$</b> 0	\$9,853	\$8,895	\$0	\$29,223	32%
Total hours	103	52	220	282	70		
TOTAL LUMP SUM FEE	\$24,520	\$7,116	\$30,107	\$24,119	\$5,987	\$91,850	
Subtota							
Estimated Expenses						\$1,444	4%
Estimated Total with Expenses						\$93,294	
Expenses							
Hotel nights		0	0	0	0		<b>.</b>
Hotel		\$0	\$0	\$0	\$0		\$180
Flights		0	0	0	0		
Airfare		\$O	\$O	\$0	\$0		
Car Rental		\$0	\$0	\$0 \$0	\$0 \$0		
Meals		\$O	\$O	\$0	\$0		
Misc		\$0	\$0	\$0	\$0		
Subtotal Expenses	\$1 <b>,444</b>	\$0	\$0	\$0	\$0	\$1,444	





### **ITEM TITLE:**

Recommendation of Resolution for Lowcountry Natural Hazard Mitigation Plan (\$8080.64)

#### MEETING NAME AND DATE:

Public Facilities - May 17, 2021

#### **PRESENTER INFORMATION:**

Jared Fralix, ACE – Engineering

Neil Desai, P.E - Public Works Director (Alternate)

(10 min)

#### ITEM BACKGROUND: FOR DISCUSSION ONLY

September 25<sup>th</sup>, 2019- Grant awarded to LCOG, on behalf of Beaufort County.

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

Beaufort County, in January of 2019 started the process to update the Hazard Mitigation plan and pursue this as a regional plan including: Jasper, Hampton and Colleton County. The plan will now be referenced as the Lowcountry Natural Hazard Mitigation Plan. Having this plan updated every five years will continue to keep Beaufort County in compliance with FEMA regulations but also allows Beaufort County to receive funding before and after a disaster.

Below is the link to the draft plan.

https://cms.revize.com/revize/lowcountrysc/2020%20Lowcountry%20Natural%20Hazard%20Mitigation%20P lan%20(Revision%20per%20FEMA).pdf

#### **FISCAL IMPACT:**

Beaufort County Public Works is spending approximately \$8,080.64 for their local cost share portion. The total cost of project is \$47,142.16 with a local cost share that is based on population density between the four counties.

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends for Council to pass this plan by resolution to continue the FEMA review process.

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

Motion to approve for Council to pass this plan by resolution to continue the FEMA review process.

Motion to deny for Council to pass this plan by resolution to continue the FEMA review process.

Next Step – Upon Approval, this resolution to go to the May 24<sup>th</sup> County Council meeting for First Reading.



Serving Beaufort • Colleton • Hampton • Jasper Counties

# MEMORANDUM

To: County Administrators and City/Town Administrators From: Sabrena P. Graham, Executive Director Subject: Adoption of the 2020 Lowcountry Natural Hazard Mitigation Plan Date: April 14, 2021

According to the Federal Emergency Management Agency (FEMA), local governments must have an approved Local Hazard Mitigation Plan (LHMP) to be eligible to receive FEMA's Hazard Mitigation Assistance (HMP) grant programs. Such a Plan contains mitigation strategies to reduce or eliminate long-term risk to people and property from natural hazards and their effects. It also contains courses of action the local government would follow to reduce vulnerability and exposure to future hazard events.

We are happy to report the Lowcountry Council of Governments has completed the 5-year multi-jurisdictional hazard mitigation plan, hereby known as "2020 Lowcountry Natural Hazard Mitigation Plan" for Beaufort, Colleton, Hampton, and Jasper Counties, as well as the municipalities within them. The Plan has been approved by the South Carolina Emergency Management Agency (SCEMD) and is now under review by FEMA.

For FEMA to approve the plan, we must include documentation that the governing body for each participating jurisdiction has adopted the plan. We do not need approval from each municipality although we do encourage them to adopt the plan as well. Enclosed is a draft resolution for your use. Please return a fully executed copy of the resolution to Sr. Planner Maleena Parkey via email at mparkey@lowcountrycog.org or to the mailing address below.

Thank you for allowing Lowcountry COG to prepare this plan on your behalf. We appreciate all the support and assistance from you and/or your staff in this regional effort. We are asking all jurisdictions to adopt the plan (via the resolution or some other method) by May 31, 2021 so that we may receive final approval from FEMA and remain eligible for future pre-disaster mitigation funding opportunities.

Thank you again,

Jahrence P. Eleche

Attachments:

- 1. Draft Resolution
- 2. 2020 Lowcountry Natural Hazard Mitigation Plan

Lowcountry Council of Governments

PO Box 98 634 Campground Road Yemassee, South Carolina 29945 P: 843.473.3990 F: 843.726.5165 WWW.lowcountrycog.org

#### BEAUFORT COUNTY, SOUTH CAROLINA

## RESOLUTION NO.

# A RESOLUTION OF THE BEAUFORT COUNTY COUNCIL ADOPTING THE 2020 LOWCOUNTRY NATURAL HAZARD MITIGATION PLAN

WHEREAS the Council of Beaufort County recognizes the threat that natural hazards pose to people and property within Beaufort, Jasper, Hampton, and Colleton County; and

WHEREAS Beaufort County has been an "official participant" in the planning process of the natural hazard mitigation plan, hereby known as the 2020 Lowcountry Natural Hazard Mitigation Plan prepared by the Lowcountry Council of Governments in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS the 2020 Lowcountry Natural Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long term risk to people and property in Beaufort County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Beaufort County Council demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the 2020 Lowcountry Natural Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED BY THE BEAUFORT COUNTY COUNCIL, BEAUFORT, SOUTH CAROLINA, THAT:

The Beaufort County Council endorses and adopts the 2020 Lowcountry Natural Hazard Mitigation Plan.

The resolution shall become effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

By: \_\_\_\_\_

(print name)

ATTEST:

By: \_\_\_\_\_

(print name)

APPROVED AS TO FORM:

By: \_\_\_\_\_

(print name)



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

#### ITEM TITLE:

## A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A 50 YEAR EASEMENT AGREEMENT WITH THE DEPARTMENT OF THE NAVY ON USA PARCELS R100 022 000 0034 0000, R100 022 000 034A 0000 (E-26) AND R100 022 000 0029 0000 ASSOCIATED WITH A 50' RIGHT OF WAY ON NORTHVIEW DRIVE

#### MEETING NAME AND DATE:

Public Facilities Meeting, May 17, 2021

#### PRESENTER INFORMATION:

Jared Fralix, P.E., Assistant County Administrator, Engineering

(5 Minutes)

#### ITEM BACKGROUND:

Northview Drive has been maintained by Beaufort County for over 30 years and was included in year 3 of the current 5-year paving plan approved by County Council in Resolution 2019/24. The County was granted a 50-year easement on Northview Drive via Deed Book 3831 Pages 3060-3093, however, the County needs an additional 12,313 sq. ft. or 0.283 acres from USA parcels R100 022 000 0034 0000, R100 022 000 034A 0000 (E-26) AND R100 022 000 0029 0000 to complete the needed 50' ROW.

#### PROJECT / ITEM NARRATIVE:

In accordance with United States Code, Title 10, Section 2695, the U.S. Government requires compensation for the administrative costs associated with real estate and cadastral services currently estimated to be \$3,500 (more or less) for grant of additional easement.

### FISCAL IMPACT:

\$3,500 (more or less) Funded with TAG fund balance #2342001T

### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approving USA administrative compensation associated with 50-year easement for Northview Drive 50' ROW

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

*Motion to approve* USA administrative compensation associated with 50-year easement for Northview Drive 50' ROW.

*Motion to deny* USA administrative compensation associated with 50 year easement for Northview Drive 50' ROW.

(Next Step) Move PFC action to County Council vote on May 24, 2021

ltem 14.

#### RESOLUTION 2021/\_\_\_\_

## A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A 50 YEAR EASEMENT AGREEMENT WITH THE DEPARTMENT OF THE NAVY ON USA PARCELS R100 022 000 0034 0000, R100 022 000 034A 0000 (E-26) AND R100 022 000 0029 0000 ASSOCIATED WITH A 50' RIGHT OF WAY ON NORTHVIEW DRIVE

**WHEREAS**, Northview Drive is a dirt road located in the City of Beaufort that intersects with Perryclear Drive off Bruce K Smalls Road near the Marine Corps Air Station; and

WHEREAS, Northview Drive has been maintained by Beaufort County for over 30 years and was included in year 3 of the current 5 year paving plan approved by County Council in Resolution 2019/24; and

**WHEREAS**, the County was granted a 50 year easement on Northview Drive via Deed Book 3831 Pages 3060-3093, however, the County needs an additional 12,313 sq. ft. or 0.283 acres as identified on attached Exhibit "A" to complete the needed 50' Right or Way (ROW); and

WHEREAS, the Department of the Navy on behalf of the United States of America will grant an additional 50 year easement associated with USA parcels R100 022 000 0034 0000, R100 022 000 034A 0000 (E-26) AND R100 022 000 0029 0000 for the additional 12,313 sq. ft. or 0.283 acres as identified on attached Exhibit "A"; and

**WHEREAS**, in accordance with United States Code, Title 10, Section 2695, the U.S. Government requires compensation for the administrative costs associated with real estate and cadastral services currently estimated to be \$3,500 for grant of additional easement identified on attached Exhibit "A"; and

WHEREAS, it is in the best interest of Beaufort County to authorize the County Administrator to approve compensation associated with administrative costs for the 50 year easement to be granted from Navy on behalf of the United States of America to complete a 50' ROW for Northview Drive.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council hereby authorizes the County Administrator to approve \$3,500 (more or less) compensation associated with administrative costs for the 50 year easement associated with USA parcels R100 022 000 0034 0000, R100 022 000 034A 0000 (E-26) AND R100 022 000 0029 0000 to complete a 50' ROW for Northview Drive located in the City of Beaufort near the Marine Corps Air Station..

1

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

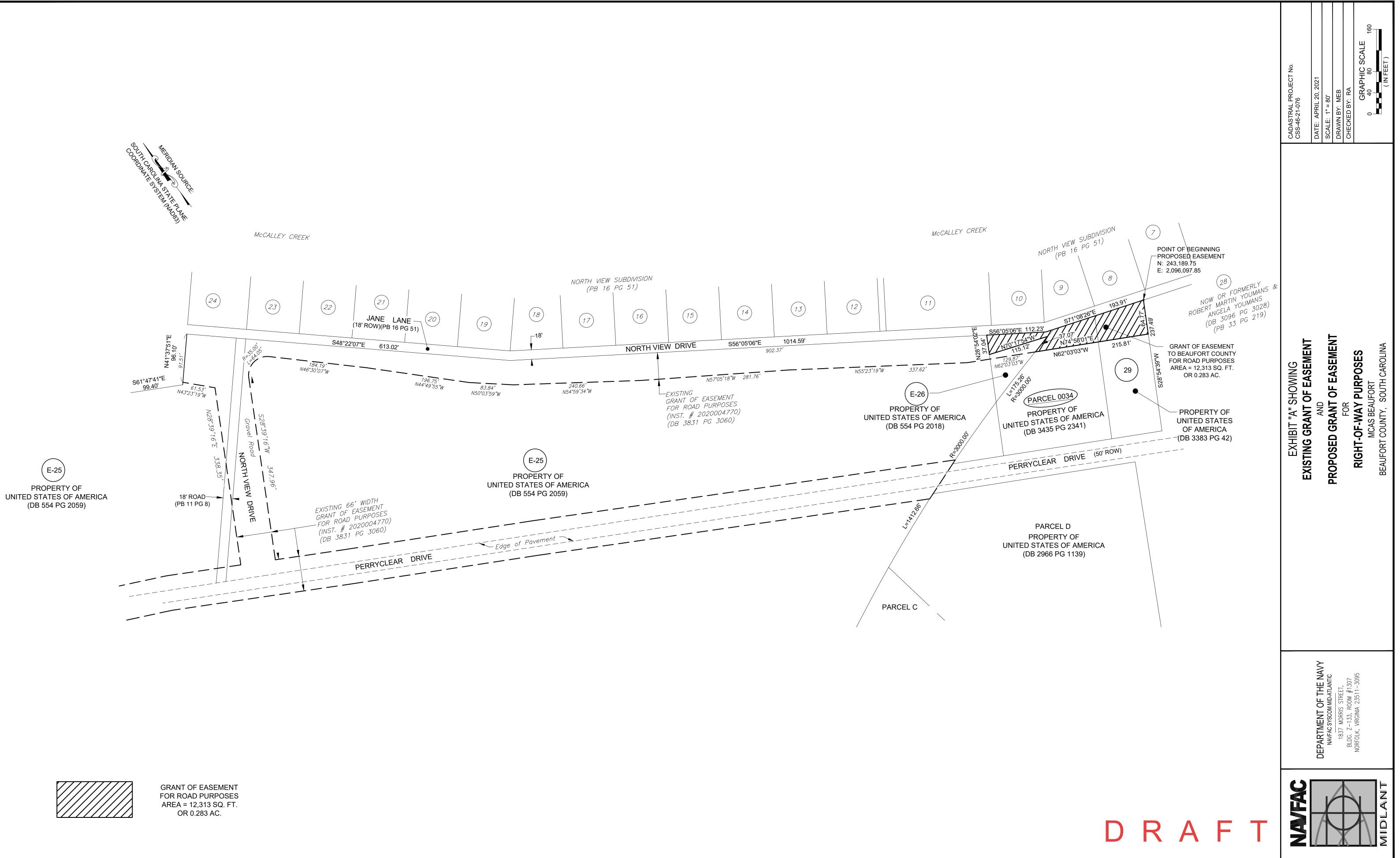
# COUNTY COUNCIL OF BEAUFORT COUNTY

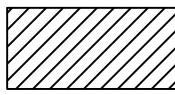
By: \_\_\_\_\_ Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

2





# **DRAFT ONLY**

# LEGAL DESCRIPTION VARIABLE WIDTH GRANT OF EASEMENT TO BEAUFORT COUNTY FROM UNITED STATES OF AMERICA FOR ROAD PURPOSES MCAS BEAUFORT, SOUTH CAROLINA

ALL that certain piece or parcel of land owned by United States of America, being a portion of Parcel 29 as described in DB 3383 Pg 42, Parcel 0034 as described in DB 3435 Pg 2341, and Parcel E-26 as described in DB 554 Pg 2018, all mentioned deed are duly recorded in the Clerk's Office of the Circuit Court of Beaufort County, South Carolina, situate and lying in Beaufort County, South Carolina, and being further described as follows:

BEGINNING at the northeast corner of said Parcel 29, having South Carolina State Plane Coordinate (NAD83) value of N: 243,189.75, E: 2,096,097.85; said corner being along the southern limits of Jane Lane right-of-way as shown on PB 16 Page 51;

thence, along the eastern property line of said Parcel 29, S28°54'39"W, a distance of 64.77' to a point;

thence, through the lands of the aforementioned parcels, the following courses and distances: N62°03'03"W, a distance of 215.81' to a point;

thence, N74°58'01"E, a distance of 37.07' to a point;

thence, N70°17'54"W, a distance of 115.12' to a point;

thence, N28°54'02"E, a distance of 37.04' to a point of intersection of Parcel E-26, and the southern limits of Jane Lane right-of-way as described in the aforementioned DB 554 Pg 2018; thence, along the said limits, S56°05'06"E, a distance of 112.23' to a point;

thence, continuing along the said limits, S71°08′26″E, a distance of 193.91′ to the POINT OF BEGINNING.

All as shown on an exhibit prepared by Department of the Navy, NAVFAC Syscom Mid-Atlantic, entitled, "Exhibit A Showing Existing Grant of Easement and Proposed Grant of Easement for Right-of-Way Purposes, MCAS Beaufort, Beaufort County, South Carolina", dated April 20, 2021.

The above described contains 12,313 Sq. Ft. or 0.283 Ac., more or less



## **ITEM TITLE:**

Beaufort County Pools Update

## **MEETING NAME AND DATE:**

Public Facilities Committee – May 17, 2021

### **PRESENTER INFORMATION:**

Jared Fralix, Assistant County Administrator – Engineering

David Wilhelm, Capital Projects Director

(5 mins)

### ITEM BACKGROUND:

For information only.

## **PROJECT / ITEM NARRATIVE:**

Information on the status the Beaufort County pools.

### **FISCAL IMPACT:**

N/A

# **STAFF RECOMMENDATIONS TO COUNCIL:**

For information only.

## **OPTIONS FOR COUNCIL MOTION:**

(N/A



## ITEM TITLE:

Beaufort Executive Airport (ARW) – Fuel Purchase Order Request for Titan Aviation Fuels (Fiscal impact: TBD later after the sale of the fuel as Incoming Funds)

MEETING NAME AND DATE:

Finance Committee – May 17, 2021

#### **PRESENTER INFORMATION:**

Jon Rembold, C.M. Airports Director

(5 minutes)

#### ITEM BACKGROUND:

## FY 2020

1 20	20	
0	Expenditure Account	Budget \$323,000.00
		Actual Spend \$211,493.23
0	Revenue Account	Budget \$404,000
		Receipts \$299,402.00
Y 20	21	
0	Expenditure Account	Budget \$240,000.00
		Actual Spend \$231,016.51
0	Revenue Account	Budget \$370,000.00
		Receipts \$323,182.52

The fuel expense item is estimated during budget preparation for the entire next FY. The estimation is exactly that and this year it requires adjustment. The airport sold more fuel than planned, even with the pandemic, and therefore needs to increase the purchase order amount in order to continue to purchase fuel for resale. Titan Aviation Fuels is the airport's fuel supplier. The fuel is sold at a profit which is a financial benefit to the airport.

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

Due to the increase of fuel sales at Beaufort Executive Airport (ARW), the current fuel Purchase Order is insufficient to meet the demand. The fuel Purchase Order is over budget, and it needs to be increased by approximately \$90,000. The increase in fuel sales will result in a profit for Beaufort County.

# FISCAL IMPACT:

TBD later after the sale of the fuel as Incoming Funds

### STAFF RECOMMENDATIONS TO COMMITTEE:

Approve increase of fuel purchasing funds for Beaufort Executive Airport (ARW)

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

Motion to approve /deny the increase of fuel purchasing funds for Beaufort Executive Airport (ARW)

Next step: County Council Meeting –May 24, 2021



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

## ITEM TITLE:

Hilton Head Island Airport (HXD) – Airport Update

## MEETING NAME AND DATE:

Public Facilities Committee - May 17, 2021

### **PRESENTER INFORMATION:**

Jared Fralix, P.E. ACA – Engineering

Jon Rembold, C.M. Airports Director (Alternate)

(Time needed for presentation: 10 minutes)

### **ITEM BACKGROUND:**

Mr. Rembold briefed the Public Facilities Committee on November 16, 2020 about the Hilton Head Island Airport terminal expansion and has been asked to provide an update.

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

- ✤ Airport update airlines, general update
- ✤ Discussion of airport terminal project funding, phasing options

# **FISCAL IMPACT:**

N/A

### STAFF RECOMMENDATIONS TO COUNCIL:

N/A

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

For discussion only



### **ITEM TITLE:**

The Beaufort Billion Discussion

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

Public Facilities Committee – May 17, 2021

### **PRESENTER INFORMATION:**

Jared Fralix, Assistant County Administrator - Engineering

(10 mins)

**ITEM BACKGROUND:** 

The Beaufort Billion was discussed during the 2021 Beaufort County Council Retreat.

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

For discussion only.

### FISCAL IMPACT:

For discussion only.

### STAFF RECOMMENDATIONS TO COUNCIL:

For discussion only.

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

For discussion only



### **ITEM TITLE:**

Discussion of legal issues associated with maintenance responsibilities of certain Beaufort County boat landings. (no fiscal impact)

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

Public Facilities - May 17, 2021

#### PRESENTER INFORMATION:

Neil Desai, P.E - Public Works Director

Brittany Ward, Esquire – Deputy Beaufort County Attorney (co-presenter)

(10 min)

### ITEM BACKGROUND: FOR DISCUSSION ONLY

Working closely with the Beaufort County Legal Department, the Public Works Director asked to research the ownership on several Beaufort County boat landings & piers in Beaufort County.

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

The Beaufort County Public Works Department, in May of 2020 started the process to research ownership and titles on all the Beaufort County Boat Landings and Piers. Based on initial research on the County GIS system, several boat landings & one fishing pier was not owned by Beaufort County. The Beaufort County Public Works Department then worked closely with the Legal Department to being conducting title & ownership searches. The following are the five boat landings and one fishing pier: Brickyard Creek Boat Landing, Port Royal Boat Landing (The Sands), Russ Point Boat Landing, Wallace Boat Landing, Wibmee Boat Landing and Jenkins Island Pier.

### FISCAL IMPACT:

The fiscal impact is perpetual maintenance costs on assets not owned by Beaufort County.

#### STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends for Council to pass this plan by resolution to relinquish any potential interest and responsibility of maintenance in the named boat landings and fishing pier located in Beaufort County.

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

Motion to approve for Council to pass this plan by resolution to relinquish interest in boat landings.

Motion to deny for Council to pass this plan by resolution to relinquish interest in boat landings.

Next Step – Upon Approval, this resolution to go to the May 24<sup>th</sup> County Council meeting for First Reading.

#### RESOLUTION 2021/\_\_\_\_

#### A RESOLUTION RELINQUISHING ANY POTENTIAL INTEREST AND RESPONSIBILITY OF MAINTENANCE IN BOAT LANDINGS AND A FISHING PIER LOCATED IN BEAUFORT COUNTY

WHEREAS, Beaufort County ("County") maintains public boat landings and fishing piers throughout the County which are used by citizens and visitors in order to enjoy the local waterways; and

**WHEREAS**, Beaufort County staff has determined that the County does not possess title to several boat landings and a fishing pier previously maintained by the County: and

**WHEREAS,** in order to better maintain the boat landings and fishing piers owned by the County, the County desires to relinquish any potential interest and responsibility of maintenance of the boat landings and a fishing pier commonly known as, and with the TMS No. or address as follows:

Boat Landings:

- 1. Brickyard Creek Boat Landing: TMS No. R200 010 000 0005 0000; 275 Brickyard Point Road
- 2. Port Royal Boat Landing (The Sands): 50 Sands Beach Road, Port Royal
- 3. Russ Point Boat Landing: TMS No. R300 027 000 0001 0000; 15 Russ Point Landing Road
- 4. Wallace Boat Landing: TMS No. R300 022 000 0187 0000; 245 Sam Doyle Drive
- 5. Wimbee Boat Landing: TMS No. R700 029 000 0062 0000; 550 Wimbee Landing Road

Fishing Pier:

1. Jenkins Island Pier Jenkins Road, Hilton Head Island

**WHEREAS**, it is in the best interest of Beaufort County to relinquish any potential interest and responsibility of maintenance of the aforementioned boat landings and fishing pier where the County does not possess title.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council hereby relinquishes any potential interest and responsibility for maintenance to the boat landings and the fishing pier located in Beaufort County and described as above hereto.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

### COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

\_\_\_\_

### **Brickyard Creek Boat Landing**



### Title Owner: Heirs of Hattie Rahm, Restrictive Easement to United States of America

Restrictive Easement ("Easement") on the property conveyed to the United States of America (Bk 3660/Pg 2314). Specifically the Easement provided for a "public, non-profit boat ramp" including the "repair and maintenance of the one-lane boat ramp and the construction and maintenance of up to twenty (20) parking spaces and one (1) restroom facility by an entity of the State of South Carolina."

## 0.721 AC. ~ COMMON AREA ~ PB 148/148 REVISED BY PB 152/77

R200 001 000 0011 0000	Book	Page
THE HEIRS OF HATTIE RAHM AS SET		
FORTH WITHIN PARTITION ACTION FILED		
IN CASE # 2011-CP-07-2962 AND DEED @		
3429/1570		

Additional Comments:
FYI: BEAUFORT COUNTY HOLDS INTEREST TO PUBLIC PRESCRIPTIVE USE OF
BRICKYARD CREEK BOAT LANDING AS SET FORTH WITHIN RESTRICTIVE
EASEMENT @ 3660/2314

**Contract No.** N69450-15-RP-00042 This Restrictive Easement is executed by this Court pursuant to the Order dated with 9, 2013, a certified copy of which is attached hereto.

as MIE

Naval Facilities Engineering Command Southeast Director, Real Estate PO Box 30, Building 903 Jacksonville, FL 32212-0030

Marvin H. Dukes, III Master in Equity, Beaufort C

Return to Grantee

Beaufort, South Carolina ,2018

RESTRICTIVE EASEMENT

day of **Ma** M., 2015, by THIS GRANT OF EASEMENT is made this b\_, (collectively hereinafter "Grantor"), to the having an address of United States of America and its assigns, having an address of NAVFAC Southeast, Building 903, Box 30, Jacksonville, FL 32212-0030 (hereinafter "Grantee").

#### WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain property identified as Tax Parcel Numbers R200 001 000 0001 0000 and R200 004 000 0001 0000, in Beaufort, South Carolina, comprising approximately 33 acres as more particularly described in EXHIBIT A attached hereto (hereinafter the "Property"); and

WHEREAS, the Property is in the vicinity of Marine Corps Air Station Beaufort, Beaufort, South Carolina (the "Installation") which is operated and used by the United States Government (hereinafter "Federal Government") for military purposes and;

WHEREAS, the protection of the Property helps to ensure the continued safe operation of the Installation, a mission crucial to the safety and freedom of the American people; and

WHEREAS, pursuant to its authority under 10 U.S.C. § 2802 and § 2663, Grantee has requested a restrictive easement from the Grantor to limit development or use of the Property that would otherwise be incompatible with the mission of the Installation;

NOW THEREFORE, in consideration of ONE MILLION, FIVE HUNDRED TWENTY-NINE THOUSAND, FIVE HUNDRED DOLLARS and no/100 (\$1,529,500.00), the receipt and sufficiency of which is hereby acknowledged by Grantor, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to the Grantee a restrictive easement (the "Easement") in perpetuity over the Property described in EXHIBIT A, of the nature and character and to the extent set forth herein.

1. Purposes. The Purposes of this Permanent Restrictive Easement are to limit the use and development of said Property described herein; to prohibit residential development; to make Jours and frequent flights over said land and to generate noises associated with military aircraft ing flight, whether or not directly over said land; and to prevent any improvement, developmen use of the Property that would otherwise be incompatible with the military mission of the Installation. The acquiring Federal agency is the Department of the Navy.

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887516

#### Contract No. N69450-15-RP-00042

c. The continued single-family use of the Property, as allowed by the Grantor, by Raheem Williams until the end of his life. This use includes the occupancy and maintenance of the existing home shown in EXHIBIT D by Raheem Williams and his occupancy of any land that may be deeded to him through Civil Action 2011-CP-07-2962. If the home is destroyed or becomes damaged beyond reasonable use, the Grantor may allow Raheem Williams to place and occupy a mobile home that does not exceed 1,500 square feet in livable area in any location on the Property subject to the notification provisions in Paragraph 6 below. It is acknowledged by both Parties that the use described in this paragraph is not a real estate interest, does not create a life estate in any individual, and <u>is not a transferable right</u>. Additionally, this paragraph makes no assertion to rights of fee ownership of the Property by Raheem Williams.

d. The right to an in-kind partition of the Property among the current owners pursuant to a judgment in Civil Action 2011-CP-07-2962 as long as the final number of parcels does not exceed ten (10). The Grantor shall notify the Grantee in writing of the planned partition not less than sixty (60) days prior to the partitioning of the property. The final documentation providing for this partition, including a survey depicting the partitioned properties and the names and contact information of the landowners, shall be provided to the Grantee not more than thirty (30) days after the execution of the partition.

e. The continued non-profit, public prescriptive use of Brickyard Creek Boat Landing by the County of Beaufort. Any construction and maintenance activities are subject to the notification provisions in Paragraph 6 below.

f. The public, non-profit boat ramp and the short-term parking solely in support of boat launch and recovery activities as long as they do not encourage the assemblage of groups larger than twenty (20) persons if part of the Property that includes or is immediately adjacent to Brickyard Creek Boat Landing is purchased by an entity of the State of South Carolina for the purpose of developing or maintaining Brickyard Creek Boat Landing. This use includes repair and maintenance of the one-lane boat ramp and the construction and maintenance of up to twenty (20) parking spaces and one (1) restroom facility by an entity of the State of South Carolina subject to the notification provisions in Paragraph 6 below.

g. Agricultural Use of the Property, which is defined as improved or unimproved land that is devoted to or available for the production of crops and other products of the soil, e.g., fruits and timber, including the planting, cultivation, cutting and harvesting of trees and other agricultural products.

h. The farming activities of feeding and housing small numbers of farm animals, such as cattle, goats, and horses. This right includes the construction of new non-habitable structures and fencing and the maintenance and restoration of existing structures and fencing for the housing of farm animals or storage of farm equipment. Notwithstanding this right to construct such buildings, Grantor is subject to the notice of construction provisions in Paragraph 6.

Page 4 of 15

### **Port Royal Boat Landing (aka The Sands)**



### Title Owner: City of Port Royal or S.C. Port Authority

No record found of Beaufort County owning or having any interest in the boat landing.

### **Russ Point Boat Landing**



### Title Owner: S.C. Dept. of Parks, Recreation and Tourism

Beaufort County conveyed the property to S.C. State Commission of Forestry in 1938 by a deed which contains a reverter clause if the property ever ceases to be used in a way described in the deed.

#### ltem 18.

### R300-027-000-0001-0000

	Book	Page
SOUTH CAROLINA DEPARTMENT OF	601	1504
PARKS, RECREATION AND TOURISM	5/1/92	6/24/92
SOUTH CAROLINA STATE FORESTRY COMMISSION		
SOUTH CAROLINA STATE COMMISSION	54	150
OF FORESTRY		7/22/1938
{BEAUFORT COUNTY BOARD OF DIRECTORS		

Additional Comments:

Additional C		
CURRENT	OWNER:	SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM
		(WITH REVERSION RIGHTS IN FAVOR OF BEAUFORT COUNTY)

### Wallace Creek



*Title Owner: Capers Creek Island POA, Inc.; portion owned by Clarence & Janie Holmes* 

No record found of Beaufort County owning or having any interest in the boat landing.

### LOT #1 ~ 0.50 AC. ~ PB 65/158 & PB 75/123

(PORTION OF 1 AC. PB 23/196 ~ DB 154/218)

R300-22-187	Book	Page
CAPERS CREEK ISLAND PROPERTY	1659	647
OWNERS ASSOCIATION, INC.	9/4/02	11/5/02
{GRANGER'S RETREAT, LLC		
		[
		·

Additional Comments:

FYI: GIS MAPPING INCORRECTLY SHOWS BOAT LANDING BEING TAXED AND ASSESSED WITH LOT #1 ~ 0.50 AC. IDENTIFIED AS PARCEL: R300-22-187

THE MOST WESTERN END OF SC HWY 185 LEADING TO THE BOAT LANDING IS A PORTION OF LOT 3 AND LOT 14, SECTION 25 1S1W AS SHOWN ON PLATS 24/78 AND 134/170

1.

SEE CHAINS ATTACHED FOR CORRECT OWNERS OF BOAT LANDING AREA

### 3.50 AC. ~ SOUTHWESTERN PORTION OF LOTS 2 AND 3 ~ SECTION 25 1S1W

Item 18.

(LESS AND EXCEPT OUT PARCELS BY DEEDS 154/218 & 165/175)

	Book	Page
CLARENCE HOLMES AND JANIE HOLMES	62	316
•		2/13/1945
	·	

Additional Comments:

SEE PLATS 23/196 & 134/170 FOR REFERENCE

DB 154/218 ~ OUT PARCEL (PB 23/196 FOR REFERENCE)

DB 165/175 ~ OUT PARCEL ~ 2.8 AC. (PB 23/196 FOR REFERENCE)

NO OUT CONVEYANCE FOUND OF RECORD FOR PORTION OF SC HWY 185 OR THE AREA COMPRISED OF THE BOAT LANDING

2.

## EASTERN PORTION OF LOT 14 ~ SECTION 25 ~ 1S1W CONTAINING 5 AC.

ltem 18.

### (LESS AND EXCEPT OUT PARCELS BY DEEDS 234/501 & 392/265)

	Book	Page	
RAYMOND J. TOHER, JR., SUCCESSOR TRUSTEE			
OF THE CAROLYN LOUISE LILLAGORE RESIDENCE			
TRUST DATED SEPTEMBER 23, 1998			
(PURSUANT TO THE LAST WILL AND TESTAMENT (OF CAROLYN LOUISE LILLAGORE ~ DIED 10/12/10 (SEE PROBATE FILE 2010-ES-07-902 AND			
(CERTIFICATE OF TRUSTEE AT 3024/2017			
			PORTION OF LOT 14
CAROLYN L. LILLAGORE	172	85	(SEE PB 24/78)
{ORANGE GROVE PLANTATION		4/15/70	REMAINING P/O OF LOT 14
ORANGE GROVE PLANTATION	117	86	THE EASTERN 1/2 OI LOT 14 ~ 5 AC.
JOHN B. SNOW		6/6/63	- ↑
JOHN B. SNOW	60	4	
{MRS. MINNIE E. CARTER		2/2/43	_ <
	48	365	-
(TAX SALE DEED (VS. TOBY HOWARD	50	332	

Additional Comments:

SEE PB 24/78 FOR REFERENCE

DB 234/501 ~ OUT PARCEL ~ 6.8 AC. ~ PB 24/78

DB 392/265 ~ OUT PARCEL ~ 2.87 AC. PB 24/78

NO OUT CONVEYANCE FOUND OF RECORD FOR PORTION OF SC HWY 185 OR THE AREA COMPRISED OF THE BOAT LANDING

DB 172/85 ~ CONVEYANCE INCLUDES INTEREST IN REMAINING PORTION OF LOT 14 NOT DESCRIBED WITHIN DEED

3.

### Wimbee Creek



*Title Owner: WNL Properties, LLC; Lillian & Oswald Drawdy, Trustees; Claudia, W. Sanford Ware, Claudia McKee, and Stephanie Romano, Trustees* 

Beaufort County maintains Briars Creek Road leading up to the boat landing. There is no record of Beaufort County owning or having any interest in the boat landing.

Item 18.

		Book	Page
16.667%	WNL PROPERTIES, LLC	3544	1726
			R: 1/12/17
16.667%	LILLIAN L. DRAWDY, CHARLES H. DRAWDY, JR. AND OSWALD L. DRAWDY, AS SUCCESSOR	3008	1165
	TRUSTEES UNDER THE WILL OF E. OSWALD		R: 11/8/10
	LIGHTSEY DATED AUGUST 8, 1958 AND CODICIL DATED MARCH 23, 1976 FOR THE BENEFIT OF LILLIAN LIGHTSEY DRAWDY		
	(PURSUANT TO NOTICE OF TRUSTEE RESIGNATION AND (DESIGNATION OF SUCCESSOR TRUSTESS ~ 3575/3267		
16.667%	CLAUDIA L. WARE, W. SANFORD WARE, III, CLAUDIA W. MCKEE AND STEPHANIE ROMANO.	3008	1165
	AS SUCCESSOR TRUSTEES OF THE TRUST UNDER THE WILL OF E. OSWALD LIGHTSEY FOR THE		R: 11/8/10
	BENEFIT OF CLAUDIA LIGHTSEY WARE		
	(PURSUANT TO NOTICE OF TRUSTEE RESIGNATION AND (DESIGNATION OF SUCCESSOR TRUSTEES ~ 3538/3170		
	(AND ALSO CERTIFICATE OF TRUST ~ 3538/3192		
50%	WNL PROPERTIES, LLC	2923	752
			R: 1/8/10
			I

Additional Comments:

TITLE ISSUES AND MATTERS OF SURVEY~BOAT RAMP AND COURTESY DOCK ARE TAXED AND ASSESSED AS A PORTION OF R700-23-1, HOWEVER, AERIAL MAP SHOWS SAME TO BE LOCATED AT THE END OF COUNTY MAINTAINED ROAD (BRIARS CREEK)

LEGAL DESCRIPTION FOR SALT MARSH AREA (700-23-1) IS DESCRIBED AS BOUNDED SOUTH AND SOUTHEAST BY COMBAHEE RIVER, ALL WITHIN COLLETON COUNTY PURSUANT TO DEED BOOK 83 PAGE 279 AND PLAT BOOK 10 AT PAGE 170 (NOT VERIFIED)

THE BOAT RAMP AND COURTESY DOCK IS ACTUALLY BOUNDED NORTH BY BRIARS CREEK AND NORTHEAST BY COMBAHEE RIVER WITHIN BEAUFORT COUNTY.

SEE AERIAL MAP SHOWING SECTION OF PARCEL IN QUESTION, WHICH I BELIEVE BOUNDARY LINES ARE DRAWN IN ERROR AND SHOULD BE PART OF BRIARS CREEK RD.

SEE PB 11/50 SHOWING COUNTY ROAD AND COUNTY LANDING~THE AREA MADE PART OF 700-23-1 MAY HAVE BEEN BASED UPON THIS SURVEY, HOWEVER, I BELIEVE THE LINES MAY BE MISTAKEN FOR BOUNDARY LINES. IT IS ACTUALLY THE SCALE GUIDE.

### Jenkins Island Pier, Hilton Head Island



# *Title Owner: subsequent purchasers of Honey Horn Plantation or South Carolina Dept. of Transportation*

No record found of Beaufort County owning or having any interest in the fishing pier. A "County Dock" is labeled on plats/surveys, the first reference being found a survey recorded in 1957.