



## Public Facilities and Safety Committee Beaufort County, SC

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

Monday, September 16, 2024  
3:00 PM

### AGENDA

#### COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN  
THOMAS REITZ  
ANNA MARIA TABERNIK

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - August 19, 2024
- [6.](#) **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**  
*Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.*
- [7.](#) ASSISTANT COUNTY ADMINISTRATOR REPORT

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### AGENDA ITEMS

- [8.](#) RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY FOR THE COUNTY OWNED REAL PROPERTY LOCATED AT 316 CASTLE ROCK ROAD - *Jared Fralix, P.E., ACA Engineering*

9. RECOMMEND APPROVAL OF A REQUEST TO PURCHASE (1) CAT 308 MINI HYDRAULIC EXCAVATOR (\$154,771). ***(FISCAL IMPACT: \$154,771 the funding for this item has been approved in the fy 2025 budget under the stormwater account #5025-90-9020-54000)*** - Jared Fralix, P.E., ACA Engineering
10. RECOMMEND APPROVAL TO COUNCIL OF A CHANGE ORDER TO DAVIS & FLOYD FOR RFP#092420TE LADY'S ISLAND ACCESS ROADS DESIGN AND ENGINEERING ***(FISCAL IMPACT: \$556,644)*** - Jared Fralix, P.E., ACA Engineering
11. RECOMMEND APPROVAL TO COUNCIL OF A TRANSFER OF FUNDS BETWEEN AIRPORT ACCOUNTS AND A CONTRACT AWARD TO GULF STREAM CONSTRUCTION FOR IFB#081424 BEAUFORT COUNTY EXECUTIVE AIRPORT SITEWORK CONSTRUCTION SERVICES. ***(FISCAL IMPACT: Funding will consist of the remaining \$1,313,900 of the allocated ARPA funds (Acct# 2330-10-0000-59100 ) and the difference of \$788,593.69 will be covered by the Airports' Pooled Cash Account (Acct# 5400-90-0000-10400) once the transfer is approved and executed. Current Balance in the Pooled cash account from which the transfer is funded is \$2,102,493.69)*** - Hank Amundson, Special Assistant to the Administrator & Jared Fralix, ACA Infrastructure
12. RECOMMEND APPROVAL TO COUNCIL OF CONTRACT AWARD TO GULF STREAM CONSTRUCTION FOR IFB#072224 BEAUFORT COUNTY GOVERNMENT CENTER (NEW ARTHUR HORNE) PARKING LOT PROJECT ***(Fiscal Impact: \$880,546.77)*** - Robert Gecy, Project Manager Capital Projects
13. ADJOURNMENT

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

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



## **Public Facilities and Safety Committee Beaufort County, SC**

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

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

### **MINUTES**

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/312701>

#### **COMMITTEE MEMBERS:**

**LOGAN CUNNINGHAM, CHAIRMAN  
THOMAS REITZ  
ANNA MARIA TABERNIK**

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

#### **1. CALL TO ORDER**

Committee Chairman Cunningham called the meeting to order at 3:09pm.

#### **PRESENT**

Committee Chair Logan Cunningham  
Committee Vice-Chair David Bartholomew  
Ex-Officio Joseph Passiment  
Council Member Paula Brown  
Council Member Thomas Reitz  
Council Member Anna Maria Tabernik  
Council Member York Glover  
Council Member Alice Howard  
Council Member Gerald Dawson  
Council Member Mark Lawson  
Council Member Lawrence McElynn

#### **2. PLEDGE OF ALLEGIANCE**

Committee Chairman led the Pledge of Allegiance.

3. **FOIA**

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

4. **APPROVAL OF AGENDA**

**Motion:** It was moved by Council Member Tabernik, Seconded by Vice-Chairman Bartholomew to approve the agenda.

**Vote:** Motion was approved without objection.

5. **APPROVAL OF MINUTES- June 04, 2024 & June 24, 2024**

**Motion:** It was moved by Council Member Tabernik, Seconded by Vice-Chairman Bartholomew to approve the minutes of June 04, 2024, and June 24, 2024.

**Vote:** Motion was approved without objection.

6. **CITIZEN COMMENT PERIOD**

No Citizen Comments.

7. **ASSISTANT COUNTY ADMINISTRATOR REPORT- Jared Fralix, Infrastructure**

Please watch the video stream to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/312701?ts=116>

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**AGENDA ITEMS**

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8. **2018 ONE CENT TRANSPORTATION SALES TAX UPDATE**

Please watch the video stream to view the full update.

<https://beaufortcountysc.new.swagit.com/videos/312701?ts=978>

9. **PRESENTATION ON ROAD AND SIGNAL ASSETS**

Please watch the video stream to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/312701?ts=3687>

10. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ADOPT THE 2023 BEAUFORT COUNTY TRAFFIC CALMING POLICY**

**Motion:** It was moved by Council Member Tabernik, Seconded by Council Member Howard to recommend approval to council of a resolution to adopt the 2023 Beaufort County Traffic Calming Policy.

**Vote:** Motion was approved without objection.



11. **RECOMMEND APPROVAL TO COUNCIL TO AUTHORIZE THE COUNTY ADMINISTRATOR TO ENTER A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) FOR THREE PROJECTS: US 278 CORRIDOR STUDY, SC 170 CORRIDOR STUDY, AND INTELLIGENT TRANSPORTATION SYSTEM (ITS) MASTER PLAN**

**Motion:** It was moved by Ex-Officio Passiment, Seconded by Council Member Glover to recommend approval to Council to authorize the County Administrator to enter a local public agency (LPA) agreement with the South Carolina department of transportation (SCDOT) for three projects: US 278 corridor study, SC 170 corridor study, and intelligent transportation system (ITS) master plan.

**Vote:** Motion was approved without objection.

12. **RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS COOLER TRACT B**

**Motion:** It was moved by Council Member Tabernik, Seconded by Council Member Howard to recommend approval to Council of an ordinance authorizing the County Administrator to execute the necessary documents, to provide funding for the purchase of real property identified as Cooler Tract B.

**Vote:** Motion was approved without objection.

13. **RECOMMEND APPROVAL TO COUNCIL TO AWARD A CONTRACT TO WOOD & PARTNERS FOR IFB #030524 CAMP ST. MARY'S PARK A&E SERVICE**

**Motion:** It was moved by Council Member Glover, Seconded by Council Member Tabernik to recommend approval to Council to award a contract to Wood & Partners for IFB #030524 camp St. Mary's Park A&E service.

**Vote:** Motion was approved without objection.

**Noted:** The total amount of funding was adjusted to \$312,565.00.

14. **RECOMMEND APPROVAL OF CONTRACT AWARD TO WILMA'S TANK & PUMP COMPANY FOR IFB #061124, CAMP ST. MARY'S BUILDING DEMOLITION**

**Motion:** It was moved by Council Member Tabernik, Seconded by Ex-Officio Passiment to recommend approval of contract award to Wilma's Tank & Pump company for IFB #061124, Camp St. Mary's building demolition.

**Vote:** Motion was approved without objection.

15. **APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A SOLID WASTE MANAGEMENT GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (DES) FOR \$115,750.00**

**Motion:** It was moved by Ex-Officio Passiment, Seconded by Council Member Glover to approve an approval of a resolution authorizing the County Administrator to accept a Solid Waste Management grant from the South Carolina Department of Environmental Services (DES) for \$115,750.00.

**Vote:** Motion was approved without objection.

16. **RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT A WASTE OIL GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (DES) FOR \$68,403.60**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Tabernik to recommend approval of a resolution authorizing the County Administrator to accept a Waste Oil grant from the South Carolina Department of Environmental Services (DES) for \$68,403.60.

**Vote:** Motion was approved without objection.

17. **DISCUSSION REGARDING FUNDING OF A HANGAR CONSTRUCTION PROJECT AT THE BEAUFORT EXECUTIVE AIRPORT**

Please watch the video stream to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/312701?ts=6310>

18. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA AIRPORT IMPROVEMENT PROJECT GRANT (AIP) FOR ST. JAMES BAPTIST CHURCH RELOCATION ENVIRONMENTAL DOCUMENTATION PHASE I - CONTINGENT UPON FINAL FAA OFFER**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Reitz to recommend approval to Council of a resolution to accept FAA Airport Improvement Project Grant (AIP) for St. James Baptist church relocation environmental documentation phase I - contingent upon final FAA offer.

**Vote:** Motion was approved without objection.

19. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA BIL AIG GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT**

**Motion:** It was moved by Council Member Reitz, Seconded by Council Member Glover to recommend approval to Council of a resolution to accept FAA BIL AIG grant funding for the Beaufort Executive Airport (ARW) runway 07/25 rehabilitation (construction) project.

**Vote:** Motion was approved without objection.

20. **A RESOLUTION TO ACCEPT FAA AIP GRANT FUNDING FOR THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY 07/25 REHABILITATION (CONSTRUCTION) PROJECT**

**Motion:** It was moved by Vice-Chairman Bartholomew, Seconded by Council Member Glover to approve a resolution to accept FAA AIP grant funding for the Beaufort Executive Airport (ARW) runway 07/25 rehabilitation (construction) project.

**Vote:** Motion was approved without objection.

21. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ACCEPT FAA BIPARTISAN INFRASTRUCTURE LAW (BIL) AIRPORT INFRASTRUCTURE GRANT (AIG) FOR THE HILTON HEAD ISLAND AIRPORT (HXD) AIRPORT LAYOUT PLAN (ALP)**

**Motion:** It was moved by Council Member Tabernik, Seconded by Council Member Brown to recommend approval to council of a resolution to accept FAA Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) for the Hilton Head Island Airport (HXD) Airport Layout Plan (ALP).

**Vote:** Motion was approved without objection.

**(Items #22 – 25 were taken together)**

**Motion:** It was moved by Council Member Reitz, Seconded by Council Member Tabernik to take items 22-25 together.

**Vote:** Motion was approved without objection

22. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND S & J EXPRESSWAY TAXI, INC.**

**Motion:** It was moved by Council Member Reitz, Seconded by Council Member Tabernik to recommend approval to Council of a resolution authorizing the County Administrator to enter into a letter of agreement for taxi/limousine service between Beaufort County and S & J Expressway Taxi, inc.

**Vote:** Motion was approved without objection

23. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND NATIVE ISLANDER'S TRANSPORTATION, LLC**

**Motion:** It was moved by Council Member Reitz, Seconded by Council Member Tabernik to recommend approval to council of a resolution authorizing the County Administrator to enter into a letter of agreement for taxi/limousine service between Beaufort County and Native Islander's Transportation, LLC.

**Vote:** Motion was approved without objection

24. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND FERGUSON TRANSPORTATION**

**Motion:** It was moved by Council Member Reitz, Seconded by Council Member Tabernik to recommend approval to Council of a resolution authorizing the County Administrator to enter into a letter of agreement for taxi/limousine service between Beaufort County and Ferguson Transportation.

**Vote:** Motion was approved without objection

25. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LETTER OF AGREEMENT FOR TAXI/LIMOUSINE SERVICE BETWEEN BEAUFORT COUNTY AND APPLE TRANSPORTATION**

**Motion:** It was moved by Council Member Reitz, Seconded by Council Member Tabernik to recommend approval to Council of a resolution authorizing the County Administrator to enter into a letter of agreement for taxi/limousine service between Beaufort County and Apple Transportation.

**Vote:** Motion was approved without objection

**(Items #26 – 28 were taken together)**

**Motion:** It was moved by Council Member Reitz, Seconded by Council Member Howard to take items 22-25 together.

**Vote:** Motion was approved without objection

26. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND STEVENS AEROSPACE AND DEFENSE SYSTEM**

**Motion:** It was moved by Ex-Officio Passiment, Seconded by Council Member Reitz to recommend approval to Council of a resolution authorizing the County Administrator to enter into a non-tenant commercial operating agreement between Beaufort County and Stevens Aerospace and Defense System.

**Vote:** Motion was approved without objection.

27. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND EGA AERO SPECIALTY SERVICES LLC**

**Motion:** It was moved by Ex-Officio Passiment, Seconded by Council Member Reitz to recommend approval to Council of a resolution authorizing the County Administrator to enter into a non-tenant commercial operating agreement between Beaufort County and EGA Aero Specialty Services LLC.

**Vote:** Motion was approved without objection.

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

**Motion:** It was moved by Ex-Officio Passiment, Seconded by Council Member Reitz to recommend approval to Council of a resolution authorizing the County Administrator to enter into a non-tenant commercial operating agreement between Beaufort County and Constant Aviation.

**Vote:** Motion was approved without objection.

29. **ADJOURNMENT**

Committee Chairman adjourned the meeting at 5:23pm.

Ratified:

# **CITIZEN COMMENTS**

**Public Facilities and Safety Committee**

**September 16, 2024**

	<b>FULL NAME</b>	<b>PHONE # or EMAIL ADDRESS</b>
1.	Jindia Blount	817.542.4575
2.	Roy Brown	843.441.2173
3.	Craig Reaves	PI 843-812-6344
4.	Dez Miller	843 9292 978
5.	Susom Jukin	843 575 2849
6.	THERESA WHITE	843-892-6076
7.		
8.		
9.		
10.		
11.		
13.		
14.		
15.		
16.		

September 14, 2024

Dear County Council Members,

My name is Craig Reaves, I am a long-time resident of Beaufort County. I am writing you today as a concerned citizen and businessman in reference to the subject of Pine Island and the way it will be developed.

My family moved to Beaufort County in 1992 and have established our businesses over the past thirty-two (32) years. My father began shrimping in the 1960's and has passed down his love of the ocean and the commercial fishing industry to his children and our families. Currently, we have three generations residing in Beaufort County and working in the commercial fishing industry. Our family owns and operates four (4) shrimp trawlers from Village Creek located on St. Helena Island. In addition, my wife, Jana, and I have established businesses in the Town of Port Royal (C.J. Seafood Express), City of Beaufort (Sea Eagle Market), and Beaufort County, St. Helena Island (Sea Eagle Market @ Village Creek). We have worked hard to not only survive, but thrive in an industry that has been declining for a couple of decades. Today our businesses consist of retail seafood markets, shellfish operation, shrimp dock operation and a thriving catering business. We have twenty-four (24) W-2 employees and thirty (30) 1099 commercial fishermen whose families depend on us to make a living; most of which work out of St. Helena. I say all of this so you understand that we are heavily invested in what happens in Beaufort County and most especially, what happens on Village Creek.

When we moved to Beaufort County in 1992 there were nearly one-hundred (100) commercial shrimp trawlers North of the Broad. In 2024 there are twenty (20) commercial shrimp trawlers in all of Beaufort County; Four (4) located South of the Broad and sixteen (16) North of the Broad and of the sixteen, ten (10) are located on Village Creek. **This makes Village Creek the primary location for commercial shrimp trawlers in all of Beaufort County.** There are five (5) shrimp dock businesses and ten (10) commercial shrimp trawlers that navigate the narrow Village Creek channel to harvest the shrimp our local community so proudly boasts about. **The fact that half of all the commercial shrimp trawlers left in all of Beaufort County and are on Village Creek should carry a substantial amount of consideration** when it comes to developing Pine Island, which is also located on Village Creek.

The Pine Island development is a major concern for all of us located on Village Creek. I truly believe that **the CPO does not protect us or the natural resource** by allowing 150+ homes and over 100 docks to be built. The CPO development plan by potentially adding 300-500 residents would cause additional strain on our community infrastructure (additional traffic, wear and tear on roads, additional utilities, schools, emergency services, etc.). The CPO development plan, by allowing so many homes to be built would create a large uncontrolled run-off into our ecosystem harming our wildlife and natural resources. Village Creek cannot handle 100 more docks protruding into the already narrow navigational space. Honestly, it would be devastating to the seafood industry. We watermen love our community our estuaries and our ocean. We must take care of them if we want to continue our commercial fishing heritage for generations to come.

I have reviewed the option being offered by PID to reduce homes by 60% and docks by 90%, which would clearly reduce the pressure put on our community infrastructure, limiting the number of dock protrusions into the navigational waters of Village Creek, limiting the amount of runoff into our natural river system. I do not understand why a golf course with buffer zones, basically creating an 80% green space is such a stigmatizing option.

I am begging all of you on the Beaufort County Council to **tune out the “noise”** and focus on what is best for everyone overall. While it would be nice to keep things the way they are with no development of Pine Island for years to come; that is not a realistic option. Pine Island has been privately owned for more than 100 years without local folks having access to it and there are no residents being displaced.

So, you are now presented with two options:

- 1- CPO creating overdevelopment by allowing 150+ homes, 300-500 additional residents straining the current infrastructure, 100+ docks protruding into a narrow navigational river basically **cutting off the river for half of Beaufort County’s commercial shrimping fleet**, uncontrolled runoff of pesticides and chemicals into the estuary harming our ecosystem.
- 2- PID option with minimal houses, NO permanent residents, NO additional strain on infrastructure, minimal docks that shrimp boats can navigate around, managed green space with minimal runoff into the estuary.

In conclusion, I believe the simple facts presented show that the PID option is the best option for everyone, especially those of us trying to preserve our small community of commercial fishermen and families on Village Creek.

Respectfully,

Craig Reaves

**Beaufort County’s Commercial Shrimping Fleet in 2024** consists of 20 commercial trawlers total.

(4) commercial shrimp boats located South of the Broad

Larry Toomer has 1 boat in Bluffton, Skip Toomer has 1 boat in Hilton Head and Jeff Toomer has 2 boats in Hilton Head

(6) commercial shrimp boats located North of the Broad

Gay Fish has 5 boats on Ward’s Creek, Sweet Tails has 1 boat on Coffin Creek

**(10) commercial shrimp boats located North of the Broad on Village Creek**

Bradley’s Seafood has 1 boat, St. Helena Fish & Shrimp has 2 boats, Eve Seafood has 1 boat, Chaplin’s have 1 boat and Sea Eagle Market @ Village Creek has 5 boats.

# WILDLIFE CAMPUS



*Working together, we can keep wildlife around and thriving for future generations*

The Wildlife Campus of Beaufort County (WCBC) is embarking on establishing a long overdue wildlife campus to serve Beaufort County. The demand for wildlife response has skyrocketed due to the human population increase which continues to degrade wildlife's natural habitats within Beaufort County. With this loss of natural habitat we often see increased wildlife in populated areas which normally causes injury to the animal and or danger to people from interaction or vehicle collisions. With your donation to WCBC you would be investing in a capital start up campaign in order to meet the increased demand for our services in wildlife conservation, medical services, and environmental/wildlife education. Only with your support will we be able to fulfill our vision and make the Wildlife Campus of Beaufort County a reality.

Your donation to the Wildlife Campus of Beaufort County will help provide:

*A resource center adjacent to the Beaufort County Animal Campus with emergency medical facility and to care for sick and injured wild animals*

*Provide resources to permitted rehabbers for medical care, medicine during their recovery until it is deemed the animal is healthy and ready for relocation back into the wild*

*This new wildlife resource center aims to fill a gap for wildlife*

Keeping the wild in wildlife

*Wildlife rehabilitation does not attempt to turn wild animals into pets. Human contact with patients is kept to a minimum, and animals are held with permitted rehabbers only until they can live independently in the wild. Animals with injuries or illnesses that prevent them from surviving in the wild are humanely euthanized.*

Releasing the wild patients

*For rehabilitation to be deemed successful released animals must be able to survive on their own and be an integral part of their species' population, i.e., recognize and obtain appropriate foods, select mates of their own species to reproduce, and respond appropriately to potential dangers (flee or fight). These dangers include people, cars, dogs and natural predators.*

Education

*Wildlife Centers provides an opportunity for public education about the dangers wild animals face in an increasingly human-dominated landscape. This critical part of our work helps wildlife on a much larger scale than wildlife rehabilitation could alone.*

Please join us by making your generous donation to the Wildlife Campus of Beaufort County.

Contributions to the Wildlife Campus of Beaufort County are tax deductible to the full extent of the law.

Mail to: Community Foundation of the Lowcountry

PO Box 23019 Hilton Head Island, SC, 29925





DATA NEEDED

Beaufort County Animal Services needs your help to track coyote activity.



Beaufort County Coyote Sightings Report

23 responses

Publish analytics

Name of Person Reporting

23 responses

Elizabeth Epstein

Krista Flanders

Jeremy smith

Beth G

Sarah Walbert

Tyleek wright

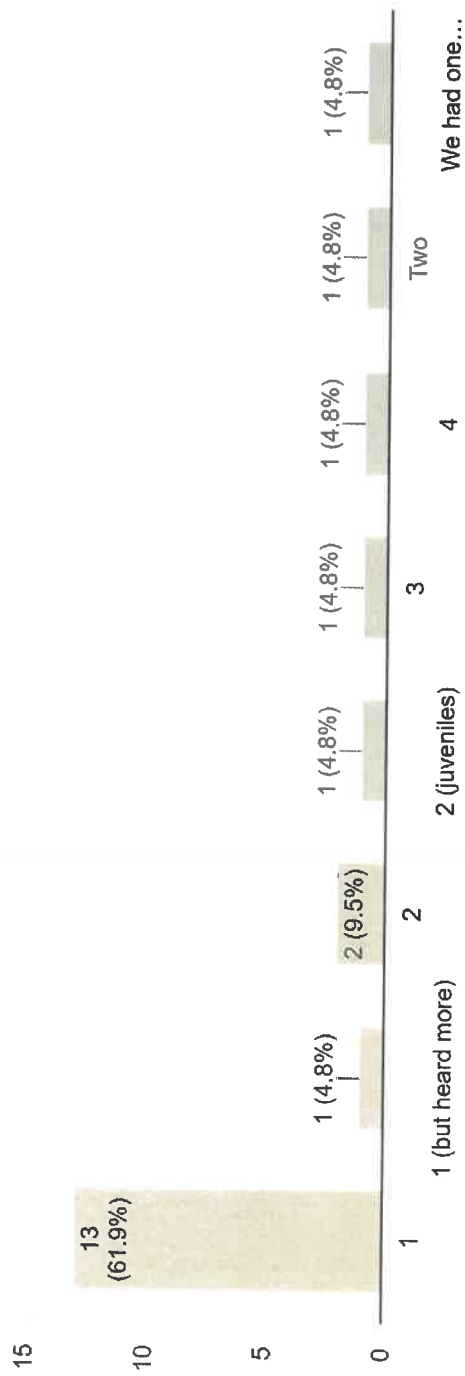
Jessica Posey

John Hoff

Michelle Hughes

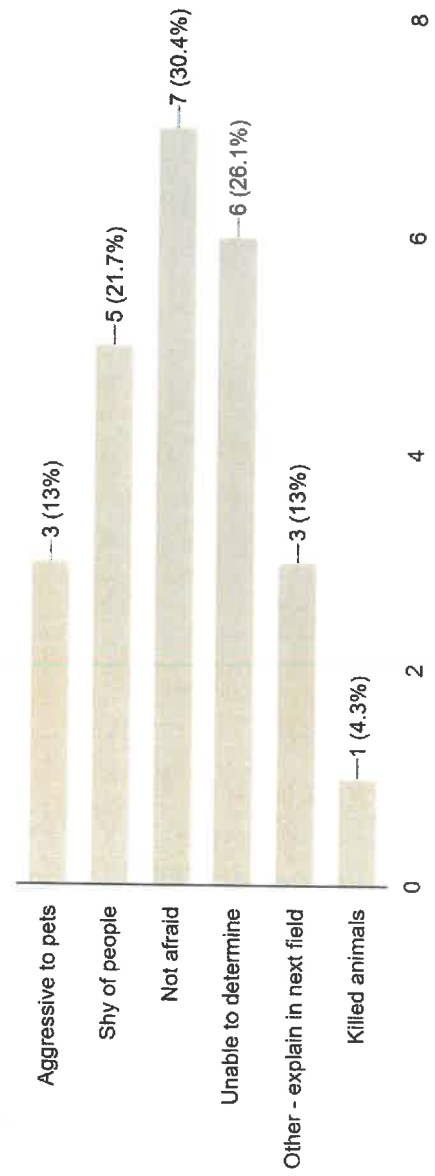
### Number of Coyotes Sighted

21 responses



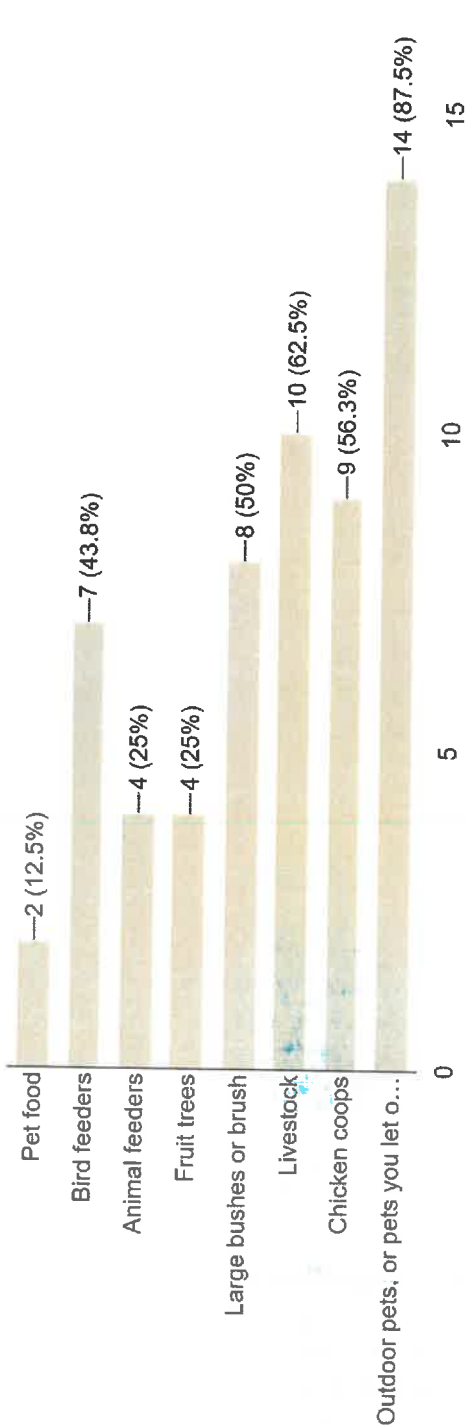
### What was the coyote's behavior?

23 responses



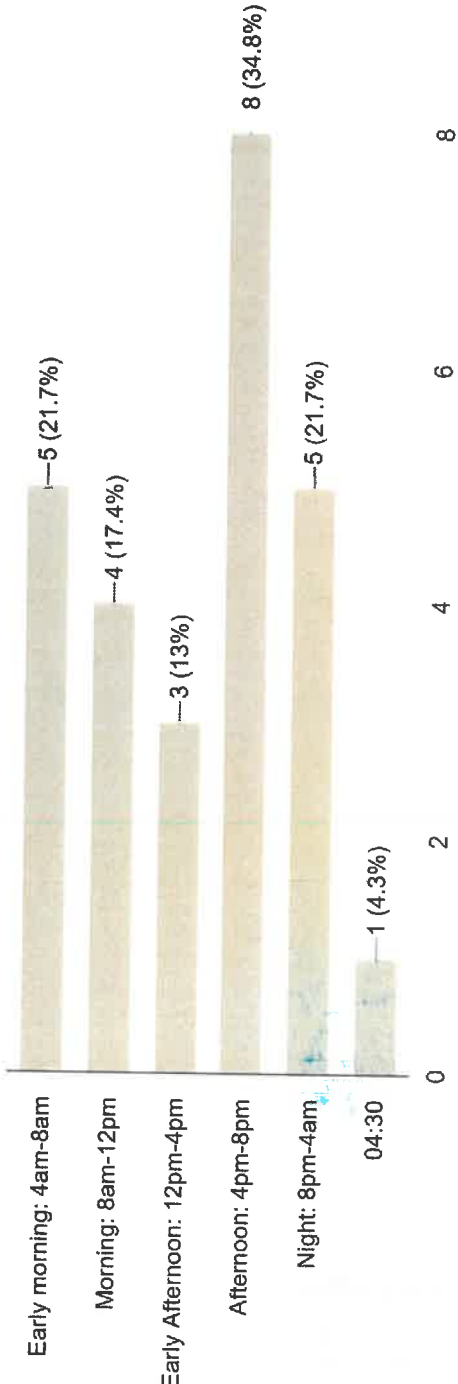
Check any items that are on your property or in your yard

16 responses



Approximate Time of Sighting

23 responses







## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 8.

<b>ITEM TITLE:</b>
<b>AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY FOR THE COUNTY OWNED REAL PROPERTY LOCATED AT 316 CASTLE ROCK ROAD</b>
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee; August 19, 2024
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Infrastructure 5 Minutes
<b>ITEM BACKGROUND:</b>
Lowcountry Area Transportation Authority, also known as Palmetto Breeze, is our transit partner for the region providing mass transit opportunities for residents of Beaufort County. We support Palmetto Breeze with funding from our annual budget to assist in the operational cost of providing the service to unincorporated Beaufort County residents.
<b>PROJECT / ITEM NARRATIVE:</b>
Lowcountry Area Transportation Authority, also known as Palmetto Breeze, needs space in Northern Beaufort County for parking buses. Currently, approximately 15 of the 40 buses within their fleet are parked in the driveways of the driver's residence because they do not have a storage lot for their fleet. A centralized storage lot would reduce operational cost and increase security of their buses. Beaufort County owns a 1.0 acre lot at the intersection of Grober Hill Rd and Castle Rock Rd that was formerly used as a convenience center. The property is currently vacant and is identified as surplus property. Rather than sell the property, staff proposes to enter into a lease agreement with our transit partner, Palmetto Breeze, for use of the parcel as a bus storage facility.
<b>FISCAL IMPACT:</b>
Income from lease in accordance with the Beaufort County Lease Policy. The applicable section of the lease policy reads:  <i>The administrator may in its discretion reduce the lease rate to a nominal amount if determined the use of the Property is a benefit to the community that would not otherwise be available with an increased lease rate. The reduced lease rate described in this Section must be presented to County Council and receive a majority vote approval.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve a lease with LRTA at nominal rate for use of the property as a bus storage facility
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to disapprove.  Move forward to Council on August 26, 2024; public hearing is required.

**ORDINANCE 2024/\_\_\_\_\_****AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY FOR THE COUNTY OWNED REAL PROPERTY LOCATED AT 316 CASTLE ROCK ROAD**

**WHEREAS**, Beaufort County (“County”) is the fee simple owner of the property located at 316 Castle Rock Road, Beaufort, SC 29906 (“Property”); and

**WHEREAS**, the Lowcountry Regional Transportation Authority (“LRTA”) was established in 1978 as the primary public transportation provider for Beaufort County; and

**WHEREAS**, as the transportation authority, LRTA’s mission is to work relentlessly to achieve coordination and pursue customer service satisfaction while providing freedom of mobility and independence to our residents and visitors in an environmentally friendly manner; and

**WHEREAS**, the County desires to lease the Property to LRTA for the purpose of establishing vehicular storage for LRTA to further their mission. By leasing the Property to LRTA it will provide a centralized and secure location for vehicular storage that is currently not in place. Pursuant to the Beaufort County Lease Policy, the County desires to establish a nominal lease rate due to the benefit to the community that is otherwise unavailable; and

**WHEREAS**, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a lease with LRTA at a nominal rate for the Property.

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a lease agreement with Lowcountry Regional Transportation Authority for the real property located at 314 Castle Rock Road.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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





Castle Rock Rd & Grober HI Rd



91 Grober HI Rd

Beaufort, South Carolina

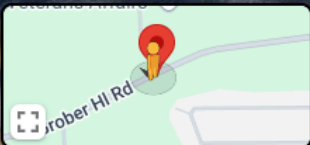


Google Street View

Apr 2022

[See more dates](#)

Item 8.



Google



STATE OF SOUTH CAROLINA

)

REAL PROPERTY

COUNTY OF BEAUFORT

)

LEASE AGREEMENT

**THIS REAL PROPERTY LEASE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024("Lease"), by and between **Beaufort County**, a political subdivision of the State of South Carolina, ("Landlord") and **Lowcountry Regional Transportation Authority** ("Tenant"), collectively referred to as the "Parties".

**NOW, THEREFORE**, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below.

**I. DESCRIPTION OF LEASED PREMISES.** The premises to be conveyed is located at 316 Castle Rock Road, Beaufort, SC 29906 with the current Parcel Number R100 031 000 039A 0000, hereinafter referred to as "Premises".

**II. TERM**

2.1 *Term.* The Lease Term shall be for a term of one (1) year ("Tenancy") commencing on October 1, 2024, ("Commencement Date") and terminating on September 30, 2025 ("Termination Date").

2.2 *Renewal.* This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period of one (1) year. This Lease may only be renewed up to four (4) times. Tenant shall notify the Landlord in writing of its desire to renew no later than ninety (90) days before the expiration of the Initial Term or any Renewal Term. The terms set forth in this Paragraph shall collectively be referred to hereafter as a "Renewal Term".

**III. RENTAL PAYMENT**

3.1 *Payment of Rent.* Tenant shall pay to Landlord **One Dollars (\$1.00)** in yearly base rental payments ("Rent") during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, Rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

The first Rent payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 9. All Rent payments shall be made in the form of check or direct deposit.

3.2 *Renewal Rate.* The Rent shall remain the same for any Renewal Term.

3.3 *Late Payment of Rent.* Any Rent not paid within ten (10) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of five percent (5%) of the sum then due.

**IV. UTILITIES.** Tenant shall be responsible for paying one hundred (100%) percent of all utility expenses associated with the Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges,

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and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof. Tenant agrees to maintain all utilities at all times during its tenancy, regardless of whether or not Tenant is physically occupying the Premise.

**V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

- 5.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.
- 5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of bus parking storage lot ("Permitted Use"). Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.
- 5.3 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, fencing (including gates), landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition.
- 5.4 *Repairs of Premises.* Landlord shall keep the foundations, exterior building, the roof of the Premises, the air conditioning, heating, electrical and plumbing systems contained within the Premises in good repair, except the Landlord shall not be required to make any repairs occasioned by acts of Tenant or sub tenant. In the event the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord. Except as otherwise provided in the Section, Tenant shall at its old cost and expense, maintain the Premises in good condition and repair, normal wear and tear expected.
- 5.5 Tenant shall provide minor maintenance and repairs to the Premises during the Term, up to a maximum cost of five hundred (\$500.00) dollars per repair to keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.
- 5.6 *Tenant Improvements, Alterations, and Restorations.*
- 5.6.1 *Initial Improvements.* Prior to Landlord's delivery of the Premises to Tenant, Landlord shall proceed to demolish and remove the existing ramp used for the convenience center, grade and level lot, replace existing chain link and wooden fences with a new chain link fence (including 2 rolling gates) and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include bus parking storage lot (the "Tenant's Initial Improvements").

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5.6.2 *Additional Improvements.* Tenant shall not make or permit to be made any structural alterations, modifications, additions, decorations or improvements to the Premises, nor shall Tenant make or permit any other work whatsoever that would directly or indirectly involve the penetration or removal (whether permanent or temporary) of, or require access through, in, under, or above any floor, wall or ceiling, or surface or covering thereof in the Premises.

5.6.3 *Cost of Improvements.* Landlord's Initial Improvements shall be made at Landlord's sole cost and expense. Any additional improvements as approved by the Landlord, shall be made at the Tenant's sole expense including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

5.6.4 *Compliance.* All such Tenant's Work shall be performed diligently and in a first class workmanlike manner and in accordance with plans and specifications approved by Landlord, and shall comply with all legal requirements. Any of Tenant's Initial Improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

5.7 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

## **VI. DESTRUCTION OR DAMAGE**

6.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

6.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Agreement. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.

6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such

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repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

- 6.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.
- 6.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenant's employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenant's business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

## **VII. ASSIGNMENT AND SUBLETTING**

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this Lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; or (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; . Any assignment or subletting of this Lease shall be at a reasonable rate to cover minor maintenance without profit to the Tenant. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

## **VIII. TERMINATION.** This Lease shall end on the Termination Date. This Lease may be terminated by Parties prior to the Termination Date upon providing a ninety (90) day notice to Tenant and/or upon the occurrence of any default event as set forth in Section 8.

- 8.1 *Termination for Convenience.* The Parties agree that this Lease may be terminated by the Landlord for convenience with a ninety (90) day written notice to the Tenant. Upon receipt of the notice, Tenant shall surrender the Premises without any additional notice.
- 8.2 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

## **IX. DEFAULT**

- 9.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

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- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall

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be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

- (c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.

- 9.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 9.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.
- 9.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.
- 9.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case

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Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**X. SALE OF PREMISES.** In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

**XI. COMPLIANCE WITH LAWS.** Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant's use of the Premises.

**XII. INSURANCE LIABILITY AND INDEMNIFICATION**

12.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain an Insurance Policy in an amount of no less than \$1,000,000 in commercial general liability and other appropriate policies to cover damage or loss on the property or due to Tenant's negligence, and to cover all of Tenant's assets stored or located on the Premises. Tenant shall name Landlord as an additional party on any and all insurance policies and shall provide Landlord with a copy of all policies.

12.1.1 Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) calendar days prior to the anniversary of the initial year of this lease. Landlord may contact Tenant's insurer(s) or insurer(s)' agent(s) directly at any time regarding Tenant's coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease.

12.2 *Indemnity.* To the extent permissible by law, the Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises. Tenant agrees to include substantially similar terms as provided in this Section in any sublease agreement.

12.3 *Liens.* If any mechanic's or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant's expense by full payment thereof by filing a bond required by law. Tenant's failure to do so shall constitute a material default hereunder.

**XIII. MISCELLANEOUS PROVISIONS**

13.1 *Notices.* Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

AS TO LANDLORD:      Beaufort County  
Attn: Beaufort County Administration  
Post Office Box 1228

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Beaufort, SC 29901

Copy To: Beaufort County  
Attn: Beaufort County Public Facility Director  
Post Office Box 1228  
Beaufort, SC 29901

AS TO TENANT: Lowcountry Regional Transportation Authority  
Attention: Administration  
PO Box 209  
25 Benton Field Drive  
Bluffton, SC 29910

Copy To: Lowcountry Regional Transportation Authority  
Attention: Administration  
PO Box 209  
25 Benton Field Drive  
Bluffton, SC 29910

- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.

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- 13.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 13.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

**IN WITNESS WHEREOF,** and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

**LANDLORD:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michael R. Moore  
*Beaufort County Administrator*

\_\_\_\_\_  
Witness

**TENANT:**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_





# BEAUFORT COUNTY COUNCIL

## AGENDA ITEM SUMMARY

Item 9.

<b>ITEM TITLE:</b>
REQUEST TO PURCHASE (1) CAT 308 MINI HYDRAULIC EXCAVATOR (\$154,771)
<b>MEETING NAME AND DATE:</b>
PUBLIC FACILITIES COMMITTEE – September 16, 2024
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E. – ACA Engineering Dave Wilhelm, P.E. – Interim PW Director (backup) (10 Minutes)
<b>ITEM BACKGROUND:</b>
Stormwater is seeking approval to purchase a 2024 CAT Mini 308 Excavator as a replacement for Asset 38347, a 2014 CAT Excavator that has accumulated 4,010 hours over its 10-year lifespan. Blanchard CAT has provided a quote based on the 2024 Source well contract 020223-CAT Cooperative Contract
<b>PROJECT / ITEM NARRATIVE:</b>
Purchase of 1 CAT 308 Mini Hydraulic Excavator
<b>FISCAL IMPACT:</b>
Blanchard CAT, a Source Well vendor, has provided a quote for a total amount of \$154,771. The funding for this item has been approved in the FY 2025 budget under the Stormwater account #5025-90-9020-54000.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Beaufort County Fleet Manager recommends approving the procurement of a CAT Mini 308 Excavator to replace the previously identified asset. This recommendation is founded on numerous factors, including the potential to enhance operational efficiency, bolster safety measures, reduce maintenance costs, and increase overall reliability to mitigate any potential downtime due to age and hours. With the Source well discount, the cost of the new excavator will decrease from \$201,577 to \$154,271.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to either accept/deny the recommendation to approve the purchase of 1 CAT 308 MINI HYDRAULIC EXCAVATOR.  <i>Next Steps – Due to dollar amounts, this item does not require Council approval. Pending approval, staff will execute purchase agreement.</i>

# Vehicle Details Report

1 record

Report generated on 08/27/2024 7:21 AM by Todd Franklin Davis

Filters

Vehicles: 38347

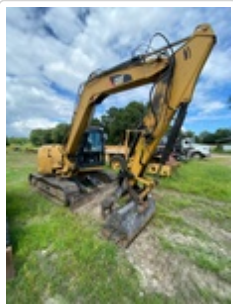


38347

Type	Excavator	Status	● Active
Year	2014	Fuel Type	DIESEL/DEF
Current Meter	4,010.7 hours	Current Meter Date	08/26/2024
Make	CAT		
Model	CAT Excavator Mini 308 CR 54HP-9.2	VIN/SN	CAT0308EJTMX00512
Group	STORMWATER INFRASTRUCTURE 5025-90-9020-		
Purchase			
Purchase Date	04/11/2014 over 10 years ago		
Purchase Price	\$109,354.00		
Lifecycle Details			
In-Service Date	04/11/2014	In-Service Hour Meter	1.0
Estimated Service Life in Months	120	Estimated Service Life in Meter Units	7000.0
Custom Fields			

MSRP \$154,771.00

Images







BEAUFORT COUNTY GOVERNMENT-  
PUBLIC WORKS & MAINTENANC  
120 SHANKLIN RD  
BEAUFORT, SC 29906-8402

Aug 19, 2024

Attention: TODD DAVIS

Dear Todd,

We would like to thank you for your interest in our company and our products and are pleased to quote the following for your consideration.

**One (1) New Cat Model: 308 LA STR MINI HYDRAULIC EXCAVATORS with all standard equipment in addition to the additional specifications listed below:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Will Turbeville  
Machine Sales Representative

**STANDARD EQUIPMENT**

**OTHER STANDARD EQUIPMENT** -Accumulator, certification -Caterpillar corporate "one key" system -Door locks on cab door and external -enclosure doors -Lockable fuel cap -Beacon Socket -Ecology drain - engine -Radial seal engine air filter, double -element with restriction indicator -Side by side engine & hydraulic oil -cooler -Hydraulic fluid temperature monitoring -Joystick travel and steering mode -Travel cruise control -High definition hydraulics -- load sensing/flow sharing -Power on demand -Rear reflectors -Roll over protective structure (ROPS) -(ISO 12117-2) -Product link elite lite (regulations -apply) -Auxiliary hydraulic lines: -- 1-way and 2-way (combined function) -- Auxiliary line quick disconnects -- In cab adjustable auxiliary flow -- Continuous flow -

**FLUIDS** -Hydro advanced hydraulic oil -Extended life coolant - 37C

**OPERATOR ENVIRONMENT** -Mounting bosses for front & top guard -Skylight -washer -Front post mounted windshield wiper & -Utility space for mobile phone -Travel control pedals with hand levers -Seat, fabric, high back, suspension -Retractable seat belt -Removable washable floor mat -Rear window emergency exit -integrated lower window -Openable front windshield with assist & -Molded footrests -Mirror rear view - Cab left -Literature holder -LED interior light -Hydraulic lockout for all controls -Cup holder -- Jog dial control interface -- Ground level wakeup switch -- Hour meter -- Multiple languages -- Numeric security code -- Performance & machine adjustments -- Maintenance and machine monitoring -indicators -- Fuel level, coolant temp, & warning -Color LCD monitor: -Coat hook -Automatic temp control -Air conditioner/heater with defroster & -Adjustable wrist rests -Ergonomic joysticks control levers -Sealed and pressurized cab

**ELECTRICAL** -- Courtesy safety light -- Cab, boom left, front right -Work lights -Signaling/warning horn -Ignition key stop switch -Circuit breaker -Battery disconnect -850 CCA maintenance free battery -90 ampere alternator -

**HYDRAULICS** -Hydro advanced hydraulic oil -Accumulator - certified -Hydraulic temperature monitoring -Power on demand -Load sensing/flow sharing hydraulics -Variable displacement piston pump -Smart tech electronic pump -

**UNDERCARRIAGE** -Tie down eyes on track frame -Hydraulic track adjusters -Greased and lubricated track -

**POWERTRAIN** -Extended life coolant - 37C -Double element with warning indicator -Radial seal air filter -Fuel water separator with

indicator -Automatic two speed travel -Automatic swing brake -Automatic engine shut-off -Automatic engine idle -Electronic engine, turbo, DPF -Rated net power 55kW/72hp -ISO 9249/EEC 80/1270 -China NR III -US EPA Tier 4 Final/EU Stage VI -CAT C3.3B diesel engine

MACHINE SPECIFICATIONS

Description	Reference No	List
308 07A CR MHE DCA8E	637-9467	\$185,890.00
DRAIN, ECOLOGY	382-8757	\$0.00
HEATER, WATER JACKET	415-2556	\$0.00
SEAT, AIR SUSP, FABRIC, HEATED	510-6070	\$0.00
BELT, SEAT, 3" RETRACTABLE	510-6085	\$0.00
ALARM, TRAVEL	511-6157	\$0.00
MONITOR NEXT GEN, ADVANCED, CR	511-6177	\$0.00
LIGHTS, LED	511-6217	\$0.00
CAMERA, REAR VIEW	511-6235	\$0.00
ELECTRICAL ARR, C3.3 HRC	511-6253	\$0.00
308 07A CR MINI EXCAVATOR	512-1401	\$0.00
LINES, QC, LNG STK, 3 LINE	516-1613	\$0.00
ENGINE, EPA TIER 4 FINAL	518-6184	\$0.00
CONTROL, QC, 3 LINE	520-0778	\$0.00
CAT KEY, WITH PASSCODE OPTION	522-6460	\$0.00
COUNTERWEIGHT, EXTRA, 550LBS	525-6657	\$0.00
SOFTWARE, PROPORTIONAL CONTROL	557-1709	\$0.00
SOFTWARE, STICK STEER CONTROL	557-1710	\$0.00
SOFTWARE, 2 WAY CONTROL	557-1711	\$0.00
SOFTWARE, CODED START	557-1713	\$0.00
STD BLADE, STD U/C, TG W/PAD	562-3698	\$0.00
STICK, LONG	563-2071	\$0.00
LINKAGE, BUCKET W/ LIFTING EYE	568-1567	\$0.00
EOU HOUSE SWING COVER, 8T	605-3340	\$0.00
PLUG GP	605-3339	\$0.00
INTEGRATED RADIO V2	639-4467	\$545.00
PRODUCT LINK, CELLULAR PLE643	557-5123	\$0.00
THUMB,HYD + COUPLER,HYD, 8T	628-9997	\$11,125.00
BUCKET-DC, 54", 13.2 FT3, 7T	306-5662	\$3,743.00
VL Access for 3 years		
	TOTAL LIST	\$201,577.00
	DISCOUNT	\$-40,316.00
	ADDITIONAL DISCOUNT	\$-6,990.00

SELL PRICE	\$154,271.00
CSA	Included
NET BALANCE DUE	\$154,271.00
SC SALES TAX	\$500.00
AFTER TAX BALANCE	\$154,771.00

WARRANTY

Standard Warranty:

CSA

24 Months/2000 Hours

CFAS-2 YEARS/1,000 HOURS PARTS KIT, CAT FI NATIONAL OR  
HYBRID CVA

ADDITIONAL CONSIDERATIONS

- 2024 Sourcewell Caterpillar Cooperative Contract Discounts 20% off list 020223 - 032119-CAT

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

## 2024 Sourcewell Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)

## Track Type Tractors

D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	One Time Only
D10	One Time Only

Note

Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational.

All new machines are subject to a commodity surcharge of up to 20% (In some cases, increased tire costs may cause this number to be greater)

All new attachments (CAT work tools) are subject to a commodity surcharge of up to 25%

Dealer costs (example: pre delivery inspection, assembly, freight to final location, etc.) are not subject to list discount

Attachments (CAT work tools) purchased with new machine on same invoice are subject to same list discount as machine

Non-Attached CAT OEM Work Tools are attachments sold on a standalone order without a machine purchase

Parts and Service is offered by the servicing dealer at local rates

## Wheeled Excavators

M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%

## Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%
MH3040	26.00%
MH3050	26.00%
MH3250	26.00%
MH3260	26.00%

## Telehandlers

TH255	23.00%
TH408	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

## Motor Graders

120	34.00%
120GC	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

## Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

## Compact Track Loaders

239	21.00%
249	21.00%
255	21.00%
259	21.00%
265	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

## Excavators

300.9	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
301.9	20.00%
302	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
305	20.00%
306	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
317	19.00%
317GC	20.00%
320	15.00%
320GC	18.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
340	16.00%
350	10.00%
352	10.00%
374	10.00%
395	10.00%



Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)
<b>Forest Machines</b>	
538	15.00%
548	15.00%
558	15.00%
568	15.00%
<b>Backhoe Loaders</b>	
415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%
<b>Wheel Tractor Scrapers</b>	
621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
651	18.00%
657	18.00%
<b>Articulated Trucks</b>	
725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%
<b>Rigid Frame Trucks</b>	
770	3.00%
773	3.00%
775	3.00%
<b>Landfill Compactors</b>	
816	12.00%
826	12.00%
836	12.00%
<b>Wheel Dozers and Soil Compactors</b>	
814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	One Time Only
<b>Wheel Loaders</b>	
903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
920	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950	18.00%
962	18.00%
966GC	20.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%
988GC	11.00%
<b>Track Loaders</b>	
953	19.00%
963	22.00%
973	23.00%
<b>Non-Attached CAT OEM Worktools</b>	
	15.00%
<b>Parts &amp; Service</b>	
	N/A
<b>Technology Solutions</b>	
	N/A
<b>Caterpillar Safety Services</b>	
	15.00%
<b>Job Site Solutions</b>	
	N/A



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

<b>ITEM TITLE:</b>
Recommendation of a Change Order to Davis & Floyd for RFP#092420TE Lady's Island Access Roads Design and Engineering (\$556,644)
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee – September 16, 2024
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACA – Infrastructure (5 mins)
<b>ITEM BACKGROUND:</b>
March 3, 2021, Beaufort County entered a contract with Davis & Floyd for the design and engineering of the 2018 One Cent Transportation Sales Tax projects known as the Lady's Island Access Roads for the amount of \$2,518,136.52: \$2,289,214.52 contract value with a contingency of \$228,922. The projects include Hazel Farm Road and S-7-497 Gay Drive, Lady's Island Middle School Access Road, S-7-186 Sunset Boulevard and S-7-187 Miller Drive West, Meadowbrook Drive Extension, Mayfair Court Extension, and US 21 Airport Frontage Road Phase 2. As prior change orders have been executed throughout the development of the projects, the contingency amount has been depleted and an increase in the budget is being requested.
<b>PROJECT / ITEM NARRATIVE:</b>
Throughout the development of the projects, modifications have been needed to cover additional work such as survey, stormwater investigation and design, public meeting participation, subsurface utility engineering, utility coordination, and right of way acquisition that have changed from the original scope of work. Staff has shifted project budgets from those on hold to those in development, however; additional funds are needed to complete the contract for public involvement, right-of-way appraisals and design, and final roadway design.
<b>FISCAL IMPACT:</b>
The change order request of \$226,644 plus a contingency request of \$330,000 bringing the total increase to \$556,644 and overall budget to \$3,074,780.52 to complete the 4 projects mentioned above. The additional contingency accounts for any unforeseen overages in right of way design as acquisition begins and the development of final construction plans. The funding for this is the 2018 One Cent Transportation Sales Tax account 4705-80-0000-54500-LIMP with a balance of \$20,639,776.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the change order to Davis & Floyd for RFP#092420TE Lady's Island Access Roads Design and Engineering of \$556,644.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the Recommendation of a Change Order to Davis & Floyd for RFP#092420TE Lady's Island Access Roads Design and Engineering of \$556,644.  <i>Move forward to County Council as the total contract budget increases to \$3,074,780.52.</i>



### Lady's Island Access Road Summary of new Modification and Suggested Contingencies

Revisions to January 2024 Mod		
Public Involvement	\$40,000	PI was removed and now added back to scope. Two projects completed and average about \$10k each
ROW Appraisal Adjustment	\$107,000	\$193,750 in savings was aggressive after discussing with Michael Baker. Revised estimated saving of \$86,750 (\$193,750-107,000) in savings using cost estimates instead of appraisals
Contingency	\$79, 644	Contingency was included in original mod but not included in PO
Total Correction	\$226,644	New Mod for DF contract

Suggested Contingencies		
Additional ROW Design Effort	\$70,000	Multiple ROW Plan review and comments on all projects with DOT review still pending on 2 projects.
Final Roadway Design	\$110,000	Currently only have budget \$75,000 for Final Roadway design on all 4 projects. Preliminary and ROW plan production current effort is \$589,000 and still working through comments. This is over 4 times what was originally estimated. Hopefully the work put into ROW plans provide for quicker Final Design review process and completion but we expect that the current budget will not be enough.
Contingency	\$150,000	Suggest additional contingency (~5%)
Total Contingency	\$330,000	Contingency added to overall County budget (not DF contract)

# DAVIS & FLOYD

PLAN | DESIGN | ENGINEER

Item 10.

January 11, 2024

Brittanee Bishop  
Program and Finance Manager  
Beaufort County Engineering  
104 Industrial Village, Building 3  
Beaufort, SC 29906

Re: Lady's Island Access Road Projects  
Proposal  
DJF Job Number: 031946.00

Dear Brittanee,

As discussed, enclosed is the Lady's Island Access Road project information regarding the current design schedule, additional effort to date and proposed solution for completing the four roadway projects. We appreciate the opportunity to work with you and the Beaufort County Team on these very important projects. Please do not hesitate to call with any questions.

Yours truly,

**DAVIS & FLOYD**

PLAN | DESIGN | ENGINEER



D. Brice Urquhart, PE  
Vice President | Transportation

Enclosures: Proposal

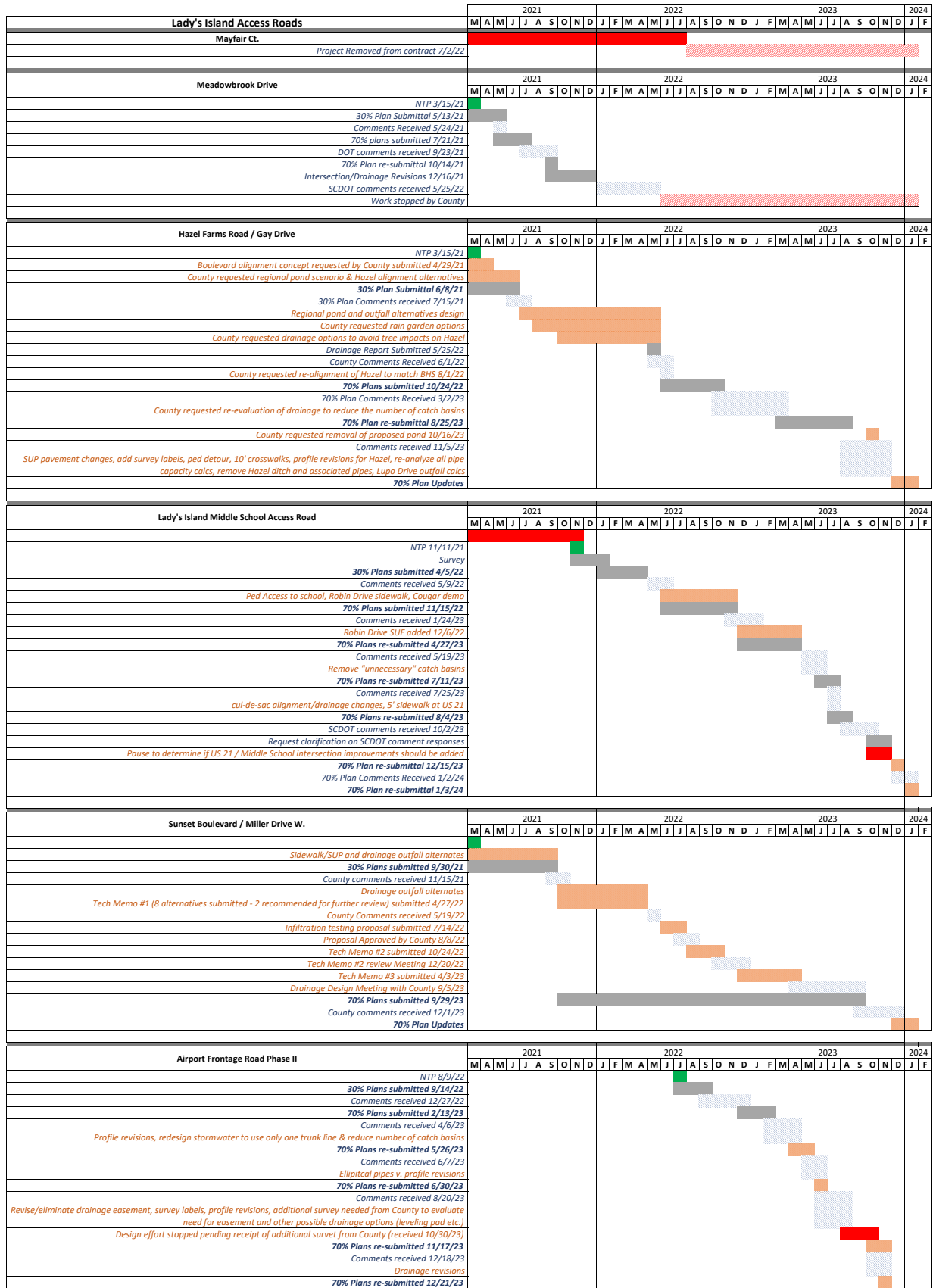
cc: Bryan Webb, PE, PTOE, RSP<sub>21</sub>  
Lindsey Keziah, PE

1940 Algonquin Road, Suite 301 • Charleston, SC 29405

O: (843) 554-8602

[WWW.DAVISFLOYD.COM](http://WWW.DAVISFLOYD.COM)

**Lady's Island Access Roads Project Timeline**  
D\F Project 31946.00  
Updated 1/11/24



**Lady's Island Middle school (31946.00 Phase 4000)**  
**Additional Services Analysis**

Task	D F Project Budget	D F Effort To-Date <sup>1</sup>	Budget Remaining
Project Management	\$15,715.63	\$31,303.75	(\$15,588.12)
Surveys	\$8,263.99	\$9,518.87	(\$1,254.88)
Utility Coordination	\$21,092.82	\$12,662.50	\$8,430.32
Preliminary Plan Design	\$16,249.99	\$18,033.50	(\$1,783.51)
Right-of-Way Plan Design	\$23,225.09	\$30,131.25	(\$6,906.16)
Hydraulic & Hydrologic Design	\$27,036.14	\$38,291.00	(\$11,254.86)
Public Involvement	\$7,120.33	\$0.00	\$7,120.33
Geotech/Pavement Design	\$1,482.58	\$1,080.50	\$402.08
Final Construction Plans	\$38,123.19	\$93,015.50	(\$54,892.31)
Landscape/Lighting Plans	\$8,743.29	\$2,950.91	\$5,792.38
Construction Bid Phase Services	\$7,550.04	\$0.00	\$7,550.04
Permitting	\$12,538.52	\$6,772.00	\$5,766.52
R/W Acquisition	\$5,259.99	\$46.00	\$5,213.99
Subsurface Utility Engineering (SUE)	\$1,482.58	\$966.00	\$516.58
Construction Phase Services	\$11,880.44	\$0.00	\$11,880.44
	<b>\$205,764.62</b>	<b>\$244,771.78</b>	

1. Effort through 1/6/24

Task	Design revisions requested by County	Additional Effort by D F
Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline	\$15,588.12
Survey	Sidewalk and SUP Connectivity to School	\$3,082.50
Preliminary Plan Design	Alignment revisions requested by County 1/21/22	\$4,434.00
R/W Plan Design	Alignment Adjustments and addition of Stantec design elements	\$2,055.00
	Revisions to address comments on Preliminary Plan Submittal 4/5/22	\$6,234.50
	Sidewalk and SUP Connectivity to School	\$7,319.00
Hydraulic & Hydrologic Design	Two Drainage options submitted to County 5/11/22	\$685.00
	Drainage revisions based on comments from R/W submittal #1 (1/24/23 - 4/27/23)	\$6,850.00
	Drainage revisions based on comments from R/W submittal #2 (5/19/23 - 7/11/23)	\$5,274.50
	Revisions based on SCDOT comments (staging, turn lane revisions, etc.) (10/2/23 - 12/16/23)	\$411.00
Final Design Plans <sup>1</sup>	Revisions based on comments from R/W submittal #1 (11/15/22 - 5/11/23)	\$12,494.50
	Revisions based on comments from R/W submittal #2 (5/11/23 - 7/11/23)	\$14,710.00
	Revisions based on comments from R/W submittal #3 (7/25/23 - 8/4/23)	\$5,137.50
	Revisions based on comments from other projects (8/4/23 - 10/2/23)	\$5,480.00
	Revisions based on SCDOT comments (staging, turn lane revisions, ISD, etc.) (10/2/23 - 12/16/23)	\$44,492.00
		<b>\$134,247.62</b>

\* Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Summary of Comments on R/W Plan Submittals	
R/W Submittal #1 (11/15/22)	Add TOC profiles, revise drainage to reduce number of catch basins, modify sidewalk profiles
R/W Submittal #2 (4/27/23)	R/W revisions on various tracts, easement revisions, driveway profile edits, requests to move CB/DI, update to reflect Stantec design at US 21, NPDES revisions, cul-de-sac design revisions, edits to avoid tree impacts
R/W Submittal #3 (7/11/23)	Driveway profile updates, cul-de-sac design revisions, remove SUP at Cougar/US 21 and add sidewalk add R/W for drainage structures, modify fill slopes to minimize tree impacts
R/W Submittal #4 (8/7/23)	Construction staging (alignment between LIMS and Gay Drive + US 21 modifications)

Contract Modification Request					
Task	D F Project Budget	D F Effort To-Date	Remaining Budget	Requested Adjustments	
				Addn Scope to Date	Remaining Effort
Project Management	\$15,715.63	\$31,303.75	(\$15,588.12)	\$15,588.12	\$9,960.00
Surveys	\$8,263.99	\$9,518.87	(\$1,254.88)	\$3,082.50	\$0.00
Preliminary and ROW Plan Design*	\$39,475.08	\$141,180.25	(\$101,705.17)	\$102,356.50	\$20,204.00
Hydraulic & Hydrologic Design	\$27,036.14	\$38,291.00	(\$11,254.86)	\$13,220.50	\$7,504.00
<b>Contract Modification Request</b>				<b>\$171,915.62</b>	

\* Includes Future DF final design of Stantec intersection improvements

Lady's Island Middle school (31946.00 Phase 4000)  
Additional Services Analysis

D F 2019 Rev 2 Rate Table Used for Cost Calculations (in place at time of contract)			Staff Engineer II	Engineer II	Engineer III	ENGINEER VI	ENGINEER VII	Total Hours	DF Cost
Task		Additional Services Through 1/6/24	\$105.00	\$137.00	\$168.00	\$184.00	\$231.00		
0001	Project Management	Additional meetings (12 progress meetings in scope) + Monthly invoices/summary reports + Project Coordination							\$15,588.12
0002	Survey	Additional Survey to tie to school sidewalk		22.50				22.50	\$3,082.50
0004	Preliminary Design	Shift alignment of LIMS/US 21 for 0 degree offset	12.00			17.25		29.25	\$4,434.00
0005	R/W Plan Design	Alignment Adjustments and addition of Stantec design elements		15.00				15.00	\$2,055.00
		Revisions to address comments on Preliminary Plan Submittal 4/5/22		44.50		0.75		45.25	\$6,234.50
		Sidewalk and SUP Connectivity to School		41.00		9.25		50.25	\$7,319.00
		Two Drainage options submitted to County 5/11/22		5.00				5.00	\$685.00
0006	H&H	Drainage revisions based on comments from R/W submittal #1 (1/24/23 - 4/27/23)		50.00				50.00	\$6,850.00
		Drainage revisions based on comments from R/W submittal #2 (5/19/23 - 7/11/23)		38.50				38.50	\$5,274.50
		Revisions based on SCDOT comments (staging, turn lane revisions, etc.) (10/2/23 - 12/16/23)		3.00				3.00	\$411.00
		Revisions based on comments from R/W submittal #1 (11/15/22 - 5/11/23)		86.50		3.50		90.00	\$12,494.50
0009	Final Design <sup>1</sup>	Revisions based on comments from R/W submittal #2 (5/11/23 - 7/11/23)		102.00		4.00		106.00	\$14,710.00
		Revisions based on comments from R/W submittal #3 (7/25/23 - 8/4/23)		37.50				37.50	\$5,137.50
		Revisions based on comments from other projects (8/4/23 - 10/2/23)		40.00				40.00	\$5,480.00
		Revisions based on SCDOT comments (staging, turn lane revisions, ISD, etc.) (10/2/23 - 1/8/24)		242.00	36.00	28.75		306.75	\$44,492.00
		Task		On-going - Remaining Services					839
0001	Project Management	Additional Project Management Services to Complete Project				24.00	24.00	48.00	\$9,960.00
0005	R/W Plan Design	Additional Comments/Response from SCDOT Review - Add Stantec Design to DF Final Design		80.00	32.00	16.00	4.00	132.00	\$20,204.00
0006	H&H	Additional Comments/Response from SCDOT Review & Final Drainage Report	40.00	12.00		4.00	4.00	60.00	\$7,504.00
								240	\$37,668.00
								Total	\$171,915.62

1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase

1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase



**Hazel Farms Road / Gay Drive (31946.00 Phase 3000)**  
**Additional Services Analysis**

Task	D F Project Budget	D F Effort To-Date <sup>1</sup>	Budget Remaining
Project Management	\$15,715.63	\$23,030.31	(\$7,314.68)
Surveys	\$6,406.51	\$6,648.19	(\$241.68)
Utility Coordination	\$32,984.74	\$15,058.76	\$17,925.98
Preliminary Plan Design	\$10,793.83	\$11,971.75	(\$1,177.92)
Right-of-Way Plan Design	\$20,057.30	\$48,608.25	(\$28,550.95)
Hydraulic & Hydrologic Design	\$21,182.44	\$95,020.00	(\$73,837.56)
Public Involvement	\$7,120.33	\$0.00	\$7,120.33
Geotech/Pavement Design	\$3,199.69	\$1,402.50	\$1,797.19
Final Construction Plans	\$20,626.53	\$70,649.50	(\$50,022.97)
Landscape/Lighting Plans	\$9,161.36	\$1,176.91	\$7,984.45
Construction Bid Phase Services	\$7,550.04	\$0.00	\$7,550.04
Permitting	\$11,189.63	\$2,290.00	\$8,899.63
R/W Acquisition	\$13,498.03	\$1,450.50	\$12,047.53
Subsurface Utility Engineering (SUE)	\$1,482.58	\$332.75	\$1,149.83
Construction Phase Services	\$13,061.17	\$0.00	\$13,061.17
Traffic Signal	\$3,171.90	\$1,581.50	\$1,590.40
	<b>\$197,201.71</b>	<b>\$279,220.92</b>	

1. Effort through 1/6/24

Task	Design revisions requested by County	Additional Effort by D F
Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline	\$7,314.68
Survey	Additional survey for Hazel Farm alignment options, bioswale, new stormwater pond	\$1,516.00
Preliminary Plan Design	Regional Pond, Boulevard Concept, and Hazel Farm Alignment Alternatives (3/15/21 - 6/8/21)	\$5,725.00
R/W Plan Design	R/W revisions, alignment updates, Starbucks updates (4/15/21 - 10/24/22)	\$16,222.50
Hydraulic & Hydrologic Design	Regional Pond / Raingarden Alternatives (3/15/21 - 6/8/21)	\$4,202.00
	Regional Pond / Raingarden Alternatives (6/8/21 - 9/22/21)	\$16,602.00
	Detention alternatives between SUP and trees (9/22/21 - 10/19/21)	\$4,291.00
	Drainage updates based on additional pond survey and alignment revisions (9/15/21 - 1/6/22)	\$9,001.00
	Drainage updates based on comments on Drainage Report (6/1/22 - 8/25/23)	\$25,490.75
	Drainage updates based on County's direction to remove detention pond / Staging with LIMS	\$9,515.50
Final Plans <sup>1</sup>	Revisions based on comments from R/W submittal #1 (3/23/23 - 8/25/23)	\$34,416.25
	Revisions based on comments from other roadway submittals	\$10,017.75
		<b>\$144,314.43</b>

\* Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Summary of Comments on Plan Submittals	
30% Submittal (6/8/21)	Move SUP to follow road and not avoid trees, move R/W limits to standard offset from shoulder break, consider rain gardens
R/W Submittal #1 (10/20/22)	Drainage analysis/design for rain garden, revise spread calculations and check to see if quantity of catch basins can be reduced, updated pond details, bioretention pond analysis
R/W Submittal #2 (8/25/23)	Re-assess spread calculations and inlet placement, additional analysis for ditches, revise crosswalk/ramp widths, modify road profile, revise Starbucks's access per revised drawings.

Contract Modification Request					
Task	D F Project Budget	D F Effort To-Date	Remaining Budget	Requested Adjustments	
Project Management	\$15,715.63	\$23,030.31	(\$7,314.68)	Addn Scope to Date	Remaining Effort
Surveys	\$6,406.51	\$6,648.19	(\$241.68)	\$1,516.00	\$0.00
Preliminary Plan and ROW Plan Design	\$30,851.13	\$131,229.50	(\$100,378.37)	\$66,381.50	\$14,964.00
Hydraulic & Hydrologic Design	\$21,182.44	\$95,020.00	(\$73,837.56)	\$69,102.25	\$14,544.00
<b>Contract Modification Request</b>				<b>\$183,782.43</b>	

**Hazel Farms Road / Gay Drive (31946.00 Phase 3000)**  
**Additional Services Analysis**

D\F 2019 Rev 2 Rate Table Used for Cost Calculations (in place at time of contract)			Staff Engineer II	Engineer II	Engineer III	ENGINEER VI	ENGINEER VII	Total Hours	DF Cost
Task			Additional Services Through 1/8/24						
0001	Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline	\$105.00	\$137.00	\$168.00	\$184.00	\$231.00		
0002	Survey	Additional survey for Hazel Farm alignment options, bioswale, new stormwater pond		2.50		5.75	0.50	8.75	\$7,314.68
0004	Preliminary Design	Regional Pond, Boulevard Concept, and Hazel Farm Alignment Alternatives (3/15/21 - 6/8/21)	3.00	18.50		15.00	0.50	37.00	\$1,516.00
0005	R/W Plan Design	R/W revisions, alignment updates, Starbucks updates (4/15/21 - 10/24/22)	11.00	89.50		15.25		104.75	\$5,725.00
0006	H&H	Regional Pond / Raingarden Alternatives (3/15/21 - 6/8/21)			10.75	8.00	4.00	22.75	\$16,222.50
		Regional Pond / Raingarden Alternatives (6/8/21 - 9/22/21)	33.50	77.50	4.00	8.50	1.00	91.00	\$4,202.00
		Detention alternatives between SUP and trees (9/22/21 - 10/19/21)	6.50	24.50	1.50			26.00	\$16,602.00
		Drainage updates based on additional pond survey and alignment revisions (9/15/21 - 1/6/22)	28.00	27.00	10.50	3.25		40.75	\$4,291.00
		Drainage updates based on comments on Drainage Report (6/1/22 - 8/25/23)	112.25	72.50		20.50		93.00	\$9,001.00
		Drainage updates based on County's direction to remove detention pond / Staging with LIMS	46.00	31.00		0.50	1.50	33.00	\$25,490.75
0009	Final Design <sup>1</sup>	Revisions based on comments from R/W submittal #1 (3/23/23 - 8/25/23)	8.00	178.25	54.50			232.75	\$9,515.50
		Revisions based on comments from other roadway submittals		67.75		4.00		71.75	\$34,416.25
Task			On-going - Remaining Services					761.50	\$10,017.75
0001	Project Management	Additional Project Management Services to Complete Project				24.00	24.00	48.00	\$144,314.43
0005	R/W Plan Design	Finalize Remaining Changes/Additional Comments/Response from SCDOT Review		40.00	40.00	10.00	4.00	94.00	\$9,960.00
0006	H&H	Finalize Remaining Changes /Additional Comments/Response from SCDOT Review & Final Drainage Report	60.00	40.00		10.00	4.00	114.00	\$14,964.00
								256	\$14,544.00
									\$39,468.00
								<b>Total</b>	<b>\$183,782.43</b>

1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase

**Sunset Boulevard / Miller Drive W. (31946.00 Phase 5000)**  
**Additional Services Analysis**

Task	D F Project Budget	D F Effort To-Date <sup>1</sup>	Budget Remaining
Project Management	\$15,715.73	\$27,019.06	(\$11,303.33)
Surveys	\$6,406.50	\$6,450.00	(\$43.50)
Utility Coordination	\$32,984.65	\$7,774.25	\$25,210.40
Preliminary Plan Design	\$11,608.39	\$21,086.25	(\$9,477.86)
Right-of-Way Plan Design	\$24,858.33	\$29,397.00	(\$4,538.67)
Hydraulic & Hydrologic Design	\$27,162.49	\$90,502.25	(\$63,339.76)
Public Involvement	\$7,120.33	\$0.00	\$7,120.33
Geotech/Pavement Design	\$1,482.58	\$1,585.50	(\$102.92)
Final Construction Plans	\$23,613.28	\$47,296.00	(\$23,682.72)
Landscape/Lighting Plans	\$11,965.02	\$0.00	\$11,965.02
Construction Bid Phase Services	\$7,550.03	\$0.00	\$7,550.03
Permitting	\$11,189.65	\$414.00	\$10,775.65
R/W Acquisition	\$21,512.48	\$0.00	\$21,512.48
Subsurface Utility Engineering (SUE)	\$1,482.58	\$390.50	\$1,092.08
Construction Phase Services	\$13,061.18	\$0.00	\$13,061.18
Traffic Signal	\$3,171.90	\$0.00	\$3,171.90
	<b>\$220,885.12</b>	<b>\$231,914.81</b>	

1. Effort through 1/6/24

Task	Design revisions requested by County	Additional Effort by D F
Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline	\$11,303.33
Preliminary Plan Design	Review additional Survey and evaluate drainage options	\$548.00
	Design effort to avoid/minimize tree impacts	\$1,918.00
	Address Comments on 30% Design Plans	\$5,548.50
R/W Plan Design	Address Comments on 30% Design Plans	\$2,603.00
Hydraulic & Hydrologic Design	Drainage Alternatives/Tech Memo #1 (11/15/21 - 4/27/22)	\$20,498.00
	Infiltration Analysis/Tech Memo #2 (4/28/22 - 10/24/22)	\$13,769.00
	Tech Memo #3 (10/25/22 - 4/3/23)	\$23,353.75
Final Plans <sup>1</sup>	Revised ROW plans to reflect drainage updates	\$16,519.25
	Design updates to reflect County comments received 12/6/23	\$24,200.50
		<b>\$120,261.33</b>

\* Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Summary of Comments on Plan Submittals	
30% Submittal (9/30/21)	revised driveways to drop curb type, added tree labels, added sidewalk shading, roundabout updates
R/W Submittal #1 (9/29/23)	R/W revisions, drainage revisions, SUP alignment revisions, modifications to minimize tree impacts

Contract Modification Request					
Task	D F Project Budget	D F Effort To-Date	Remaining Budget	Requested Adjustments	
Project Management	\$15,715.73	\$27,019.06	(\$11,303.33)	\$11,303.33	\$9,960.00
Preliminary and ROW Plan Design	\$36,466.72	\$97,779.25	(\$61,312.53)	\$51,337.25	\$20,444.00
Hydraulic & Hydrologic Design	\$27,162.49	\$90,502.25	(\$63,339.76)	\$57,620.75	\$20,844.00
<b>Contract Modification Request</b>				<b>\$171,509.33</b>	

**Sunset Boulevard / Miller Drive W. (31946.00 Phase 5000)**  
**Additional Services Analysis**

D F 2019 Rev 2 Rate Table Used for Cost Calculations (in place at time of contract)				Staff Engineer II	Engineer II	Engineer III	ENGINEER VI	ENGINEER VII	Total Hours	DF Cost	
Task		Additional Services Through 1/6/24		\$105.00	\$137.00	\$168.00	\$184.00	\$231.00			
0001	Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline								\$11,303.33	
0004	Preliminary Design	Review additional Survey and evaluate drainage options				4.00			4.00	\$548.00	
		Design effort to avoid/minimize tree impacts				14.00			14.00	\$1,918.00	
		Address Comments on 30% Design Plans				40.50			40.50	\$5,548.50	
0005	RW Plan Design	Address Comments on 30% Design Plans				19.00			19.00	\$2,603.00	
0006	H&H	Drainage Alternatives/Tech Memo #1 (11/15/21 - 4/27/22)				99.00	3.75	30.50	3.00	136.25	\$20,498.00
		Infiltration Analysis/Tech Memo #2 (4/28/22 - 10/24/22)			70.5	19.50	7.75	11.75	1.00	110.50	\$13,769.00
		Tech Memo #3 (10/25/22 - 4/3/23)			81.75	52.50		28.00	10.50	172.75	\$23,353.75
0009	Final Plans <sup>1</sup>	Revised ROW plans to reflect drainage updates			20	53.25	9.00	30.50		112.75	\$16,519.25
		Design updates to reflect County comments received 12/4/23				138.75	6.50			145.25	\$24,200.50
Task		On-going - Remaining Services							755	\$120,261.33	
0001	Project Management	Additional Project Management Services to Complete Project						24.00	24.00	48.00	\$9,960.00
0005	R/W Plan Design	Finalize Remaining Changes/Additional Comments/Response from SCDOT Review				80.00	40.00	10.00	4.00	134.00	\$20,444.00
0006	H&H	Finalize Remaining Changes /Additional Comments/Response from SCDOT Review & Final Drainage Report			120.00	40.00		10.00	4.00	174.00	\$20,844.00
									356	\$51,248.00	
									Total	\$171,509.33	

1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase

1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase

**Airport Frontage Road (31946.00 Phase 6000)**  
**Additional Services Analysis**

Task	D F Project Budget	D F Effort To-Date <sup>1</sup>	Budget Remaining
Project Management	\$12,597.59	\$16,930.25	(\$4,332.66)
Surveys	\$4,169.55	\$1,166.50	\$3,003.05
Utility Coordination	\$1,542.77	\$0.00	\$1,542.77
Preliminary Plan Design	\$7,225.18	\$8,089.00	(\$863.82)
Right-of-Way Plan Design	\$10,900.29	\$47,293.50	(\$36,393.21)
Hydraulic & Hydrologic Design	\$16,338.22	\$25,153.50	(\$8,815.28)
Public Involvement	\$0.00	\$0.00	\$0.00
Geotech/Pavement Design	\$1,482.59	\$828.00	\$654.59
Final Construction Plans	\$11,955.27	\$18,082.25	(\$6,126.98)
Landscape/Lighting Plans	\$5,290.11	\$1,052.30	\$4,237.81
Construction Bid Phase Services	\$7,550.03	\$0.00	\$7,550.03
Permitting	\$7,283.11	\$368.00	\$6,915.11
R/W Acquisition	\$2,083.73	\$1,083.00	\$1,000.73
Construction Phase Services	\$11,674.57	\$0.00	\$11,674.57
	<b>\$100,093.01</b>	<b>\$120,046.30</b>	

1. Effort through 1/16/24

Task	Design revisions requested by County	Additional Effort by D F
Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline	\$4,332.66
Preliminary Plan Design	New survey + Design revision from "T" intersection to curved roadway	\$3,039.50
R/W Plan Design <sup>1</sup>	Address comments on 30% plans (12/27/22 - 2/13/23)	\$13,280.50
	Address comments on 70% plan submittal 1 (3/15/23 - 5/26/23)	\$15,743.50
	Address comments on 70% plan submittal 2 (6/7/23 - 6/30/23)	\$5,959.50
	Address comments on 70% plan submittal 3 (8/20/23 - 11/17/23)	\$5,274.50
Hydraulic & Hydrologic Design	Address comments on 70% plan submittal 1 (3/15/23 - 5/26/23)	\$5,480.00
	Address comments on 70% plan submittal 2 (6/7/23 - 6/30/23)	\$2,329.00
Final Design Plans <sup>1</sup>	Address comments on 70% plan submittal 3 (8/20/23 - 11/17/23)	\$16,801.25
		<b>\$72,240.41</b>

\* Effort after the initial R/W plan submittal has been charged to the Final Design Phase

Summary of Comments on R/W Plan Submittals	
30% Submittal Comments (9/14/22)	Revise Taco Bell driveway, adjust width of grass buffer, add sidewalk
R/W Submittal #1 (2/13/23)	Change project name, add typical sections, revise drainage to reduce the number of catch basins, redesign drainage for only one trunk line
R/W Submittal #2 (5/26/23)	revise profile to eliminate elliptical pipe, R/W adjustments
R/W Submittal #3 (6/30/23)	Design speed questions, ISD comments, revise text sizes, revise drainage to include spreader pad

Contract Modification Request					
Task	D F Project Budget	D F Effort To-Date	Remaining Budget	Requested Adjustments	
Project Management	\$12,597.59	\$16,930.25	(\$4,332.66)	Addn Scope to Date	Remaining Effort
Preliminary and ROW Plan Design	\$18,125.47	\$73,464.75	(\$55,339.28)	\$60,098.75	\$5,352.00
Hydraulic & Hydrologic Design	\$16,338.22	\$25,153.50	(\$8,815.28)	\$7,809.00	\$7,156.00
<b>Contract Modification Request</b>				<b>\$94,708.41</b>	

**Airport Frontage Road (31946.00 Phase 6000)**  
**Additional Services Analysis**

D F 2019 Rev 2 Rate Table Used for Cost Calculations (in place at time of contract)			Staff Engineer II	Engineer II	Engineer III	ENGINEER VI	ENGINEER VII	Total Hours	DF Cost
<b>Task</b>	<b>Additional Services Through 1/8/24</b>		\$105.00	\$137.00	\$168.00	\$184.00	\$231.00		
0001	Project Management	Additional Meetings, invoicing, schedule updates due to extended project timeline							\$4,332.66
0004	Preliminary Design	New survey + Design revision from "T" intersection to curved roadway		19.50		2.00		21.50	\$3,039.50
0005	R/W Plan Design	Address comments on 30% plans (12/27/22 - 2/13/23)		82.50		10.75		93.25	\$13,280.50
		Address comments on 70% plan submittal 1 (3/15/23 - 5/26/23)		103.50		8.50		112.00	\$15,743.50
		Address comments on 70% plan submittal 2 (6/7/23 - 6/30/23)		43.50				43.50	\$5,959.50
		Address comments on 70% plan submittal 3 (8/20/23 - 11/17/23)		38.50				38.50	\$5,274.50
0006	H&H	Address comments on 70% plan submittal 1 (3/15/23 - 5/26/23)		40.00				40.00	\$5,480.00
		Address comments on 70% plan submittal 2 (6/7/23 - 6/30/23)		17.00				17.00	\$2,329.00
0009	Final Design1	Address comments on 70% plan submittal 3 (8/20/23 - 12/21/23)		79.25	19.50	14.50		113.25	\$16,801.25
<b>Task</b>	<b>On-going - Remaining Services</b>							<b>479</b>	<b>\$72,240.41</b>
0001	Project Management	Additional Project Management Services to Complete Project				24.00	24.00	48.00	\$9,960.00
0005	R/W Plan Design	Additional Comments/Response from SCDOT Review		10.00	10.00	10.00	2.00	32.00	\$5,352.00
0006	H&H	Additional Comments/Response from SCDOT Review & Final Drainage Report		24.00		16.00	4.00	44.00	\$7,156.00
								<b>124</b>	<b>\$22,468.00</b>

1. Effort after the initial R/W plan submittal has been charged to the Final Design Phase

**Total                    \$94,708.41**

**Lady's Island Access Road Projects**

**Potential Areas of Available Funding withn Current Contract**

<b>Meadowbrook Drive (Remaining Funds)</b>	\$154,925.87
<b>LIMS</b>	
Public Involvement	\$7,120.33
Sub Budgets - Will not be used	\$15,410.85
<b>Hazel Gay</b>	
Public Involvement	\$7,120.33
Sub Budgets - Will not be used	\$42,126.06
<b>Sunset Miller</b>	
Public Involvement	\$7,120.33
Sub Budgets - Will not be used	\$35,005.73
<b>ROW Acquisition</b>	
Assume 50 of 100 Appraisals are not needed (Each Appraisal and Review = \$3875)	\$193,750.00
<b>Remaining Contract Contingency</b>	<u>\$79,644.37</u>
<b>Total</b>	<b>\$542,223.87</b>

**Additional Effort**

LIMS	\$171,915.62
Hazel Farm / Gay	\$183,782.43
Sunset/ Miller	\$171,509.33
Airport Road	<u>\$94,708.41</u>
<b>Total</b>	<b>\$621,915.79</b>

Total Additional Effort	\$621,915.79
Total Potential Funding Available	<u>- \$542,223.87</u>
<b>Estimated Additional Funding Needed</b>	<b>\$79,691.92</b>



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

<b>ITEM TITLE:</b>
Recommend Approval of a transfer of funds between airport accounts and a Contract Award to Gulf Stream Construction for IFB#081424 Beaufort County Executive Airport Sitework Construction Services
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee -September 19, 2024
<b>PRESENTER INFORMATION:</b>
Hank Amundson , Special Assistant to the Administrator & Jared Fralix, ACA Infrastructure (5 minutes)
<b>ITEM BACKGROUND:</b>
In the original Ordinance, from early 2022, accepting and planning the use of ARPA funds, Council allocated \$1,500,000 for use by the Airports. The Airport staff and Board planned the use of these funds for the construction of additional hangars at Beaufort Executive Airport. Planning and design for the site has proven to be more intense and has taken longer than anticipated. This effort will require the use of additional Airport funds in order to complete the site work. This site work makes the vertical construction possible.
<b>PROJECT / ITEM NARRATIVE:</b>
The Beaufort County Executive Airport plans to expand its hangar capacity by adding three new hangar buildings and one existing building expansion to increase its hangar capacity to house approximately 23 additional airplanes. IFB#081424 was issued on July 11, 2024. It was open for 30 days. Bids were due August 26, 2024 due to a slight weather delay. Three bids were received. All three bids were responsive. Gulf Stream Construction was the lowest responsive bidder. Staff recommends the awarding this contract to perform prescribed and designed site to Gulf Stream Construction in the amount of \$2,081,619.74.
<b>FISCAL IMPACT:</b>
Funding will consist of the remaining \$1,313,900 of the allocated ARPA funds (Acct# 2330-10-0000-59100 ) and the difference of \$788,593.69 will be covered by the Airports' Pooled Cash Account (Acct# 5400-90-0000-10400) once the transfer is approved and executed. Current Balance in the Pooled cash account from which the transfer is funded is \$2,102,493.69 .
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff Recommends approval of a transfer of funds from Hilton Head Airport Pooled Cash Acct to the Beaufort Executive Airport Capital Account in the amount of \$800,000 and the awarding of the site work Contract to Gulf Stream Construction for Award of IFB #081424 in the Amount of \$1,982,494.99 plus Contingency of 5% (\$99,124.75) for a total of <b>\$2,081,619.74</b>
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation of award to Gulf Stream Construction for IFB #081424 Beaufort Executive Airport Hangar Expansion Sitework Construction Package.  <i>Next Step: Move forward to County Council to award to Gulf Stream Construction for IFB #081424 Beaufort Executive Airport Hangar Expansion Sitework Construction Package.</i>



# PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 11.



<b>Project Name:</b>	Beaufort Executive Airport Hangar Expansion - Civil Construction
<b>Project Number:</b>	IFB 081424
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	26-Aug-24
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	ALL ADDENDA	Bid Bond	SCH OF VALUES	SMBE Docs	Sub Listing	Grand Total Price	
Cleland	X	X	X	X	Self Performing	Self Performing	\$ 2,547,083.36	Total
							\$ 45,995.00	Alternates Fire Hydrant Assembly & Connection
Gulf Stream	X	X	X	X	X	X	\$ 1,982,494.99	Total
							\$ (45,000.00)	Alternates Stockpile Excess Soils Onsite in Lieu of Hauling Off.
Quality Enterprises	X	X	X	X	X	X	\$ 4,602,700.00	Total
							\$ 39,300.00	Alternates Fire Hydrant.
<p>Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.</p>								

Bid Administrator Signature

*Victoria Moyer*  
Bid Recorder

8/26/2024

IFB # 081424

**Beaufort County Executive Airport Hangar Expansion -Civil Bid Package**  
**Schedule of Values**

Item No.	Description of Work	Scheduled Value (Include Sales Tax as Appropriate)
1	General Conditions (Bonds, Insurance, & Supervision)	\$ 98,916.72
2	Permits, Business Lic.	\$ 10,688.18
3	Mobilization	\$ 28,510.43
4	Testing, Staking & Layout	\$ 22,566.06
5	Sitework (Site Prep, Utility locate Services)	\$ 52,738.86
6	Silt Fencing	\$ 4,170.00
7	Erosion Control Recording and Reporting	\$ 17,600.00
8	Mucking & Fill	\$ 223,772.64
9	Stormwater Structures & Installation (RCP)	\$ 72,792.50
10	Asphalt Demolition	\$ 2,980.70
11	Site Demolition	\$ 57,459.39
12	Clearing & Grading	\$ 117,953.00
13	Rain Garden BMP's	\$ 47,417.33
14	Subgrade Stormwater Chambers	\$ 549,759.93
15	Roadway Prep & Asphalt Paving	\$ 454,641.55
16	Building Pad Fill & Compaction	\$ 117,476.85
17	Fine Grading & Cleanup	\$ 40,260.15
18	Water & Electrical Stub Up (for future use)	\$ 21,616.80
19	Grassing, Mulching, & Landscaping	\$ 27,554.80
20	As-Built Survey	\$ 13,619.10
21		
22		
23		
24		
25		
26	<b>Total</b>	<b>\$ 1,982,494.99</b>

27	<b>Voluntary Alternates</b>	\$
28	<b>Stockpile Excess Soils Onsite in Lieu of Hauling Off</b>	\$ -45,000.00
29		\$
<b>Grand Total with Alternates</b>		<b>\$ 1,937,494.99</b>

**Listed prices shall be guaranteed for ninety days.**  
**Contractor shall complete all work within 240 calendar days from Notice to Proceed.**

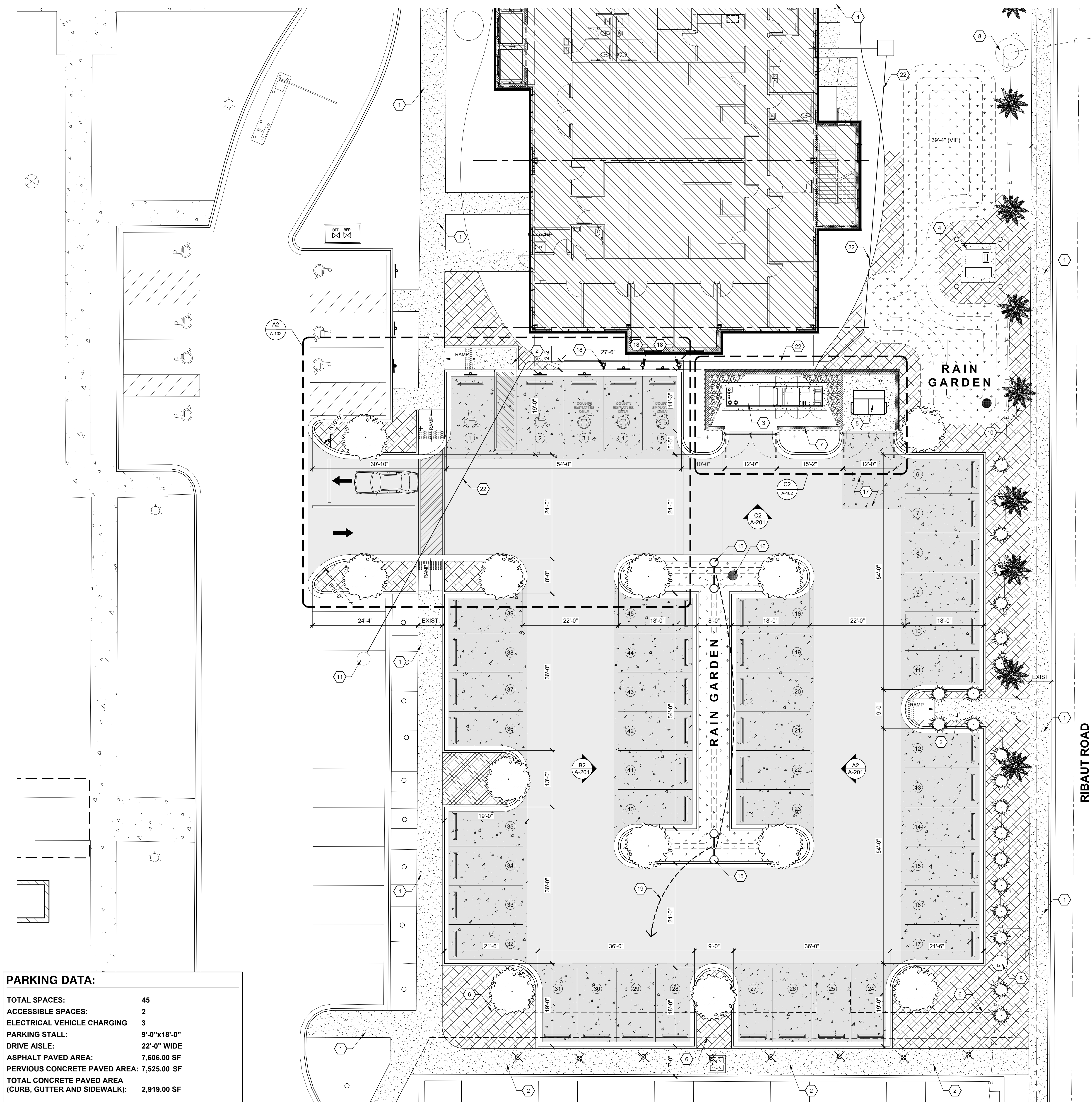


## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

<b>ITEM TITLE:</b>
RECOMMEND APPROVAL of Contract Award to Gulf Stream Construction for IFB#072224 Beaufort County Government Center (New Arthur Horne) Parking Lot Project (\$880,546.77)
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee – August 19, 2024
<b>PRESENTER INFORMATION:</b>
Robert Gecy, Project Manager Capital Projects (5 mins.)
<b>ITEM BACKGROUND:</b>
In August of 2023 this project was initially put out for bid with a budget of \$900,000 and received 2 bids in the amount of \$929,015 and \$1,128,426. Due to infrastructure delays, the demolition of the Old Arthur Horne Building and Parking Lot project were put on hold. Additional funding of \$228,426 was requested for FY25 to allow for possible increases in materials and labor. The project was put back out for bid and on July 29 <sup>th</sup> we received 2 bids in the amount of \$688,000 and \$880,546.77. The low bidder (who previously bid \$1,128,426 in 2023) was disqualified due to improper licensing and Gulf Stream Construction was chosen at \$880,546.77.
<b>PROJECT / ITEM NARRATIVE:</b>
This project is the final construction phase of the New Arthur Horne Building Complex. The second half of the Old Arthur Horne Building was demolished in May 2024 and the new parking lot will be constructed on the now vacant site. It will add 45 new parking spaces and sidewalks to the existing overcrowded parking lot shared by the Sheriff's Dept, Detention Center and Arthur Horne Building.
<b>FISCAL IMPACT:</b>
The contract fee is for materials and construction in the amount of \$880,546.77. Staff recommends a 10% contingency of \$88,054.67, bringing the project's total cost to \$968,601.44. The funding for this project will be from the 2020 General Obligation Bond - Buildings and Renovations with account number 4012-80-0000-54420 and a balance of \$3,418,226.00.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Staff recommends approval to award Gulf Stream Construction for IFB #072224 Beaufort County Government Center (New Arthur Horne) Parking Lot in the amount of \$880,546.77 with a contingency of 10% (88,054.67) for a total request of \$968,601.44</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Motion to approve/deny recommendation to award Gulf Stream Construction for IFB#072224 Beaufort County Government Center (New Arthur Horne) Parking Lot Project</i>  <i>Next Step: Move forward to County Council to award Gulf Stream Construction for IFB#072224 Beaufort County Government Center (New Arthur Horne) Parking Lot Project on August 26, 2024.</i>



**PARKING DATA:**

TOTAL SPACES:	45
ACCESSIBLE SPACES:	2
ELECTRICAL VEHICLE CHARGING	3
PARKING STALL:	9'-0"x18'-0"
DRIVE AISLE:	22'-0" WIDE
ASPHALT PAVED AREA:	7,606.00 SF
PERVIOUS CONCRETE PAVED AREA:	7,525.00 SF
TOTAL CONCRETE PAVED AREA (CURB, GUTTER AND SIDEWALK):	2,919.00 SF

**A2 NEW PARKING LOT PLAN**  
1" = 10'-0"

**GENERAL NOTES:**

- A. THIS DRAWING AND DRAWING AC-101 ARE SUPPLEMENTARY TO THE CIVIL DRAWINGS. IN THE EVENT OF CONFLICT THE MORE RESTRICTIVE CONDITION RULES

**SHEET KEY NOTES:**

- EXISTING CONCRETE SIDEWALK TO REMAIN. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION
- NEW CONCRETE SIDEWALK
- EXISTING GENERATOR TO REMAIN
- TRANSFORMER LOCATION SERVING NEW OFFICE BUILDING
- DUMPSTER
- EXISTING SIDEWALK TO BE REMOVED
- MASONRY SCREEN WALL TO MATCH BUILDING
- EXISTING ELECTRICAL POLE WITH 1,500 KV OVERHEAD POWER LINES
- NOT USED
- EXISTING LIGHT POLE
- EXISTING TELECOMMUNICATIONS MANHOLE
- STOP SIGN
- 6" STEEL BOLLARD
- NOT USED
- LIGHT POLE W/ TWO (2) LIGHT FIXTURES. SEE DETAIL A5 / A-202
- STORM SEWER INLET TO COORDINATE WITH LIGHT POLES
- 25' CONCRETE APRON IN FRONT OF DUMPSTER ENCLOSURE
- EV CHARGING STATION. COUNTY EMPLOYEE ONLY (NOT FOR PUBLIC USE)
- CONNECT NEW LIGHT FIXTURES TO NEAREST ADJACENT PARKING LOT LIGHT CIRCUIT OR TO TRANSFORMER. NEW PARKING LOT LIGHT TO BE PHOTOCELL ACTIVATED
- 4" EV CHARGING STATION PAD TO BE COORDINATED WITH COUNTY PROVIDED CHARGING STATIONS. SEE DETAIL A6 / A-102
- (4) EXISTING, 4" BURIED TELECOMMUNICATIONS CONDUIT. FIELD VERIFY LOCATION PRIOR TO BEGINNING WORK
- APPROXIMATE LOCATION OF EXISTING ELECTRICAL SERVICE. FIELD VERIFY LOCATION PRIOR TO BEGINNING WORK

**VEHICLE CHARGING STATIONS:**

- THE CONTRACTOR IS RESPONSIBLE FOR THE ELECTRIC VEHICLE CHARGING STATION CONCRETE PAD (SHOWN IN MORE DETAIL ON DRAWING A-102) AND FOR INSTALLATION OF THREE (3) 4" SCHEDULE 40 ELECTRICAL (GRAY) CONDUIT FROM THE PAD TO THE EXISTING TRANSFORMER (NORTH OF THE RAIN GARDEN)
- PROVISION AND INSTALLATION OF THE CHARGING STATIONS WILL BE BY OTHERS. UNDER A SEPARATE CONTRACT
- THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE OWNER'S CHARGING STATION SPECIFICATIONS AND INSTALLATION DETAILS AND FOR COORDINATING WITH THE CHARGING STATION VENDOR AND INSTALLER
- EACH CONDUIT IS TO BE STUBBED UP THROUGH THE CHARGING STATION CONCRETE PAD (BEHIND THE CHARGING STATIONS)
- CONDUIT WILL HAVE TO BE RUN UNDER THE NEW PARKING LOT TO AVOID CONFLICTS WITH EXISTING UNDERGROUND UTILITIES. VERIFY THE EXISTING A. HORNE BUILDING AND THE EXISTING GENERATOR. EACH CONDUIT RUN IS ONE HUNDRED AND EIGHTY (180) LINEAR FEET
- CONDUIT ARE TO BE BURIED A MINIMUM OF 18" DEEP AND SHALL BE PROVIDED WITH RED, "CAUTION BURIED ELECTRIC" DETECTABLE BURIAL TAPE. PROVIDE 5" GALVANIZED, 36" SWEEPS FOR TIE-IN AT THE EXISTING TRANSFORMER
- THE OWNER'S ELECTRIC VEHICLE CHARGING STATION CONTRACTOR IS RESPONSIBLE FOR INSTALLING THE CHARGING STATIONS, PULLING WIRE THROUGH THE CONDUIT, CONNECTION OF THE CHARGING STATIONS AND CONNECTION TO THE EXISTING TRANSFORMER
- ALL WORK SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE AND THE NATIONAL ELECTRICAL CODE
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING BURIED UTILITY LINES

**PARKING LOT LIGHTING:**

- THE CONTRACTOR SHALL WIRE THE TWO (2) NEW PARKING LOT LIGHTS TO THE EXISTING TRANSFORMER. WIRING SHALL BE INSTALLED IN 4" SCHEDULE 40 ELECTRICAL (GRAY) CONDUIT
- THE TOTAL CONDUIT RUN FROM THE TRANSFORMER AND THEN BETWEEN THE LIGHTS IS THREE HUNDRED AND FIFTEEN (315) LINEAR FEET
- CONDUIT ARE TO BE BURIED A MINIMUM OF 18" DEEP AND SHALL BE PROVIDED WITH RED, "CAUTION BURIED ELECTRIC" DETECTABLE BURIAL TAPE. PROVIDE 5" GALVANIZED, 36" SWEEPS FOR TIE-IN AT THE EXISTING TRANSFORMER
- WIRE SIZE SHALL BE BASED ON THE REQUIREMENTS OF THE LIGHT FIXTURE SUBMITTED BY THE CONTRACTOR
- ALL WORK SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE AND THE NATIONAL ELECTRICAL CODE
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING BURIED UTILITY LINES

**LEGEND:**

- EXISTING 3-STORY COUNTY OFFICE BUILDING
- NEW ASPHALT PAVING
- NEW PERVIOUS CONCRETE PAVING
- EXISTING TREE TO BE REMOVED. REMOVE STUMP IN ITS ENTIRETY AND BACKFILL
- SOD (ZOYSIA)
- EXISTING PALMETTO TREE TO BE PROTECTED
- STORM SEWER INLET

**LANDSCAPING SHOWN ON THIS PLAN IS FOR REFERENCE ONLY SEE SHEET AL-101 FOR LANDSCAPING PLAN**

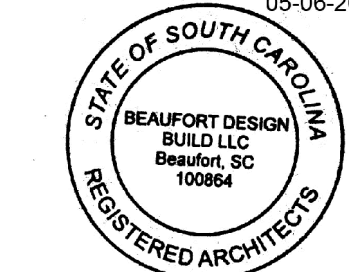
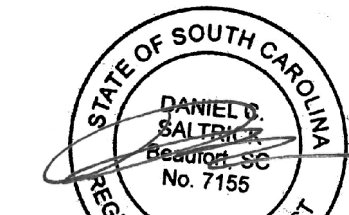
**CONTRACTOR SHALL SURVEY AND BE AWARE OF EXISTING 115KV POWER LINES ALONG RIBAUT ROAD.**

**IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM ALL SETBACKS WITH SCE&G PRIOR TO STARTING ANY WORK. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE OSHA REQUIREMENTS**

**THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES BEFORE BEGINNING WORK**



Know what's below.  
Call before you dig.



ARCHITECT / ENGINEER'S SEAL



## BEAUFORT COUNTY GOVERNMENT COMPLEX

### NEW PARKING LOT

104 RIBAUT ROAD  
BEAUFORT, SC 29902

### FOR CONSTRUCTION

REVISIONS / SUBMISSIONS		DATE
NO.	DESCRIPTION	

**SHEET INFORMATION**

DATE	MAY 06, 2024
JOB NUMBER	20015.00
DRAWN	GRM
CHECKED	ADB
APPROVED	DCS

### NEW PARKING LOT PLAN

# A-101



# PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 12.



<b>Project Name:</b>	Beaufort County Government Center New Parking Lot
<b>Project Number:</b>	IFB 072224
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	July 29 2024
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	ALL ADDENDA	Bid Bond	SCH OF VALUES	SMBE Docs	Sub Listing	Grand Total Price	
CP&G Construction	X	X	X	X	X	X	\$ 688,000.00	
							\$ 30,000.00	Deduct Alternate 1
Gulf Stream Construction	X	x	X	X	X	X	\$ 880,546.77	
							\$ 149,086.54	Deduct Alternate 1
Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.								

*David L. Thomas*  
 Bid Administrator Signature

*Victoria Moyer*  
 Bid Recorder



COUNTY COUNCIL OF BEAUFORT COUNTY  
CAPITAL IMPROVEMENTS DEPARTMENT

100 Ribaut Road  
Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

Item 12.

Monday, August 5, 2024

Attn: Victoria Moyer  
Deputy Director  
Beaufort County Procurement Services  
104 Industrial Village Rd  
Suite 3  
Beaufort, SC 29906

Via email: [victoria.moyer@bcgov.net](mailto:victoria.moyer@bcgov.net)

RE: Recommended Disqualification of CP&G Construction - IFB 072224 - Beaufort County Government Center New Parking Lot

Victoria,

It has been brought to my attention that CP&G Construction does not hold the proper license to perform the construction for IFB 072224 - Beaufort County Government Center New Parking Lot. According to the SC Dept of Labor and Licensing, CP&G holds a BD-4 General Contractor classification. This classification, according to the SC Code of Laws Section 40-11-410, ***“includes commercial, industrial, institutional, modular, and all other types of building construction, including residential structures. This license classification includes all work under the subclassifications of Wood Frame Structures, Nonstructural Renovation, Masonry, Pre-engineered Metal Buildings, Roofing, Structural Framing, and Miscellaneous Metals.”*** In addition, according to **Section 40-11-340 - Qualifications for acting as sole prime contractor:** the contractor ***“may act as a sole prime contractor on a project if forty percent or more of the work as measured by the total cost of construction falls under one or more of the licensee's license classifications or subclassifications.”*** Since there is no building associated with this project, and the BD-4 classification does not cover Asphalt Paving(AP) or Concrete Paving(CP) classifications, CP&G is not licensed to perform the work.

Aside from CP&G Construction not being properly licensed, I was immediately concerned with such a low bid of \$688,000 after they (CP&G) had previously bid \$1,152,638 in 2023. With no change in scope for this project, there should not have been a difference of almost \$465,000 in cost 10 months later. This variance was observed as a red flag of oversight and/or error. Coupled with the lack of proper licensing, this bid has been disqualified.

It is my recommendation that we proceed with awarding the contract to the next lowest bidder, Gulf Stream Construction, with a bid of **\$880,546.77**. We consider this amount to be fair and reasonable. The bid amount is less than the two previous bids received in 2023 of \$929,015 and \$1,128,426 (from CP&G), and well within the approved budget of \$1,152,638.72. Gulf Stream Construction is a large and very reputable company based out of Charleston, SC that has been in business for almost 60 years, with additional offices in Pooler, GA to support the Savannah/Beaufort area. I feel confident in choosing them to complete this project.

If you have any questions, please contact me at (843) 255-2709 or [robert.gecy@bcgov.net](mailto:robert.gecy@bcgov.net)

Sincerely,

*Robert Gecy*

Robert G. Gecy  
Project Manager  
Beaufort County Capital Projects

CC: Hank Amundson  
File



## **BID DOCUMENTS**

### **Beaufort County Government Center New Parking Lot**

**IFB 072224**



**Prepared by: Beaufort County Procurement Services**

**Dated: June 18, 2024**

**Bid Due Date: July 22, 2024**

## **IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS**

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

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

## **IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS**

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this IFB 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. Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc. are to be in the first upload and the MSDS 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](mailto:cservice@vendorregistry.com)

**TO BE INCULDED IN YOUR BID PACKAGE:**

**BID FORM THRU BID SCHEDULE**

**CONTRACTORS QUALIFICATION STATEMENT SMALL AND MINORITY BUSINESS**

**PARTICIPATION**

**ALL OTHER PAGES SHALL REMAIN PART OF THE BID**

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

# 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 gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts 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.

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 Procurement Services**

**Attn: Dave Thomas – email: [dthomas@bcgov.net](mailto:dthomas@bcgov.net) – phone: 843-255-2304**

**THIS IS NOT AN ORDER**

Dates Advertised: June 18, 2024

 <div style="text-align: center;"> <b>INVITATION FOR BID</b>  <b>(Bid number)</b> </div>	<div style="display: flex; justify-content: space-between;"> <span>FORMAL SEALED BID (X)</span> <span>REQUEST FOR QUOTE ( )</span> </div> <p>We require bids to be electronically submitted through our Vendor Registry Program. Please go to <a href="http://www.BeaufortCountySC.gov">www.BeaufortCountySC.gov</a> and sign up to submit your bid.</p>	
*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. LOCAL TIME ON:	Bid No.	
<b>July 22, 2024</b>	<b>IFB 072224</b>	
BID TITLE: Beaufort County Government Center New Parking Lot		
PREBID CONFERENCE: <b>MANDATORY A Pre-Bid</b> conference will be held on June 2, 2024 at 2:00 p.m. at the Beaufort County Administration Building located at 100 Ribaut Rd. Beaufort SC 29902. We will meet in Council Chambers then proceed to a site visit.		
David L. Thomas, CPPO Purchasing Director	SUBMIT QUESTIONS TO: Vendor Registry	
VENDOR NAME	REASON FOR NO BID	
VENDOR MAILING ADDRESS	Amend Number(s) Received:	
CITY-STATE-ZIP-CODE	S.C. TAX NO.	
Telephone Number ( )	FEDERAL I.D. OR SOCIAL SECURITY NO.	
Toll-Free Number ( )		
Fax Number ( )		
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.	<div style="border: 1px solid black; padding: 2px; text-align: center;">         AUTHORIZED SIGNATURE (MANUAL)       </div>	
	<div style="border: 1px solid black; padding: 2px; text-align: center;">         AUTHORIZED SIGNATURE (TYPE/TITLE)       </div>	
Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00.		

A Bid Tabulation Will Be Posted On Vendor Registry After Bid Opening

**BID ACCEPTANCE AND DELIVERY** (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within (90) days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within (120) days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than one hundred twenty (120) calendar days after issue date of purchase order.

**IMPORTANT**

IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE,  
 SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

\* Bids received after the time specified for opening cannot be considered

## **PROJECT SUMMARY**

**Project Title:** Beaufort County Government Center, New Parking Lot

### **Project Descriptions**

This Project provides a new forty-five (45) space parking lot on the Beaufort County Government Center Campus between the new Arthur Horne Office Building and the existing Law Enforcement Center. The Project will provide parking for County Employees and visitors. Additionally, the Project provides parking lot lighting, a new masonry screen wall around an existing generator, a dumpster pad end enclosure, landscaping and irrigation.

### **Scope of Work**

Work includes earthwork, asphalt and pervious paving, concrete sidewalks, curb and gutter, storm water structures and piping, pavement markings, signage, site lighting, landscaping and irrigation. The generator and dumpster enclosure includes reinforced concrete footings, reinforced masonry, brick veneer, galvanized metal gates, reinforced concrete pad and vehicle apron and steel pipe bollards. As required, site utilities will be relocated by the Owner prior to the start of construction.

### **Alternate Bid Items:**

Deduct Alternate 01: Provide the deductive price to remove the generator screen wall, dumpster screen wall, gates and dumpster pad and replace them with concrete curb and gutter and plants as shown on Drawing A-102 alt.

**Project Administration:** Beaufort County Capital Projects Department

**Contract Type:** Lump Sum, General Contractor (BD5).

**Contract Time:** One hundred and twenty (120) calendar days.

**Liquidated Damages:** \$500.00 per calendar day.

## BID INVITATION IFB 072224

Sealed bids submitted via Vendor Registry will be received electronically until 3:00 p.m. July 22, 2024 at which time responses to this request will be recorded in the presence of one or more witnesses in the Procurement Services Department. A Bid Tab will be posted on Vendor Registry for:

### Beaufort County Government Center, New Parking Lot

A **MANDATORY PRE-BID** conference will be held on July 2, 2024 at 2:00 p.m. at the Beaufort County Administration Building located at 100 Ribaut Rd. Beaufort SC 29902. We will meet in the Council Chambers then proceed to a site visit.

Bid documents are available on the Beaufort County website at [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov). To obtain these documents you must be a registered vendor with Beaufort County.

Beaufort County reserves the right to reject all proposals and to waive minor informalities and irregularities.

All Bids shall be accompanied by a Bid Bond drawn in favor of the Beaufort County Treasurer of Beaufort County, Beaufort, South Carolina, in the amount of at least five percent **(5%)** of the bid for the complete work: such Bid Bond representing that the Bidder, if awarded a contract, will promptly enter into a contract and furnish Performance Bond and Payment Bond as provided by law and approved by the attorney for Beaufort County, South Carolina. Each bond shall be equal one hundred percent **(100%)** of the contract amount. A copy of the Bid Bond or Certified Check must be electronically sent with your bid documents through Vendor Registry. The original Bid Bond or Certified Check must be received by the Procurement Services Department within **10 days** after the bid due date. Failure on the bidder's part to provide a copy of the Bid Bond or Certified Check by the Bid closing date and time will be considered as a nonresponsive bid and rejected by the County. The Bid Bond shall be forfeited to the **County Council of Beaufort County, South Carolina** as liquidated damages if the Bidder fails to execute the contract and provide Performance and Payment Bonds within fourteen **(14)** days after being notified that he has been awarded the Contract.

The successful bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations. County permits shall be required as applicable, but the fee shall be waived.

This waiver shall apply to the Beaufort County permit fee only and not to any "City or Town" permit fee and/or licenses, when applicable.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

Bidders must certify that they do not and will not maintain or provide for their employees any facilities, which are segregated on the basis of race, color, creed, or national origin.

The Beaufort County Council reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidders in preparation of any part of, or total package for this project will not be

handled for reimbursement by Beaufort County or their representatives.

The Bidder is required to submit only the Bid documents, which include:

1. Invitation for Bid Form
2. Bid Form
3. Bid Bond or Certified Check
4. Consent of Surety
5. Certification by Contractor RE: Non-Segregated Facilities
6. Non-Collusion Affidavit of Prime Bidder
7. Contractors Qualification Statement
8. Certifications Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
9. Local Vendor Preference – Participation Affidavit
10. Self-Performance Affidavit – As Applicable
11. Good Faith Efforts Checklist
12. Non-Discrimination Statement
13. Pricing

The Bidding Documents consist of the following, including all addenda issued there with and forms referenced therein, in addition to the drawings:

- a. Bid Documents
- b. Contract
- c. General Conditions
- d. Supplemental Conditions
- e. General Provisions
- f. Special Provisions
- g. Specifications

Bid opening will be held at the **Procurement Services Department**. There will be no Public Bid Opening. A Bid Tabulation will be posted on Vendor Registry



## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

Terms used in these Instructions to Bidders, which are defined in the General Conditions and Supplementary Conditions have the meanings assigned to them therein.

### **2. CONTRACT DOCUMENTS**

2.1 Bidder should verify that the Contract Documents are complete in the number of documents as indicated by the List of Documents, and in the number of pages in each document.

2.2 Bidder must use a complete set of Contract Documents in preparing Bid; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Contract Documents.

2.3 Bidder has the responsibility prior to submitting Bid to examine the Contract Documents thoroughly and notify the Engineer of all conflicts, errors or discrepancies, or of questions or meaning or intent. Bidder is encouraged to visit the construction site prior to submitting a Bid.

2.4 Addenda may be issued to modify the Contract Documents in response to notifications made by Bidders, or for other reasons. Addenda will be posted on Vendor Registry at least five days prior to Bid opening. If addenda are required to post less than five calendar days prior to Bid Opening, then it shall be the responsibility of the Bidder who considers that the issued addenda does not provide sufficient time to address the Bid, notify the owner, by phone and in writing of the need to delay the Bid Opening. The owner shall then notify all prospective bidders via email and on Vendor Registry of the revised Bid Opening Date.

2.5 Bidders shall check Vendor Registry to verify the number, if any, of Addenda issued.

### **3. ORGANIZATION OF CONTRACT DOCUMENTS**

3.1 The Bid form contains understandings and representations made by Bidder in submitting the Bid; in addition, the Schedule of Items is included.

3.2 The form of Notice of Award and Agreement, which may be executed by the Owner with the Successful Bidder, is incorporated in the Contract Documents.

3.3 The General Conditions incorporated in the Contract Documents are the **STANDARD GENERAL CONDITIONS OF THE BEAUFORT COUNTY, SOUTH CAROLINA CONSTRUCTION CONTRACT**

3.4 The actual amendments or supplements to the Standard General Conditions are made in the Supplementary Conditions by reference to the specific article or paragraph so amended or supplemented. The Supplementary Conditions may also contain additional paragraphs incorporating language required by South Carolina contract law.

3.5 The General Requirements of the Specifications contain additional amendments and supplements to the Standard General Conditions of the Construction Contract with regard to general and administrative matters and contain details for the Work of this Contract.

3.6 The Technical Requirements of the Specifications may cover a breakdown of the Goods and/or Service by Sections; solely for reference and payment, and not for dividing Goods and/or service among subcontractors or suppliers. Each section includes general information on the Work included, and method of payment. Items in the Technical Sections for which payment is to be made are listed in the Schedule of Items in the Bid Form.

3.7 The drawings are complementary to the Specifications to show size, form, location and arrangement of various elements of the Work.

3.8 Section 6.0 - Special Provisions may contain additional instruction, conditions or directions directly related to the contract or Work of the Contractor.

3.9 The General Conditions indicates that information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer shall not assume responsibility for the accuracy or completeness thereof.

3.10 Bidder, prior to submitting a Bid, may conduct at bidder's expense any additional examinations, investigations, explorations and tests pertaining to subsurface and physical conditions, and to Underground Facilities, which are deemed necessary by Bidder to determine an appropriate Bid for performing and furnishing the work in accordance with the Contract Document. Owner will provide Bidder with access to the site for the purpose set forth in this paragraph upon agreement of the Bidder to restore the site as nearly as possible to its original condition.

#### **4.0 SCHEDULE OF PRICES**

Bidder, with regard to completing the Schedule of prices of the Bid Form, is advised as follows:

4.1 The Owner, a public body, is not exempt from South Carolina State Sales and Use Taxes and equipment to be incorporated in the Work, and such taxes shall be included in with price Bid.

4.2 The quantities indicated for Unit Price Work, if any, are estimates and not guaranteed and final payment will be based on actual quantities constructed.

4.3 The Agreement, if made, will be on the basis of materials and equipment indicated in the Drawings or specified in the Specifications without consideration of possible substitute items.

4.4 The lands upon which the Work are to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.5 The amount Bid for each item must be written in words where indicated; these written entries shall control with regard to price of the Bids received.

#### **5.0 SUBMISSION OF BIDS**

5.1 Bidder must provide all information requested in the Bid Form and in attachments thereto by appropriate entries handwritten in ink or typewritten.

5.2 Bidder must sign the Bid Form as follows:

5.2.1 Proprietorship, signature shall be that of the Proprietor.

5.2.2 Partnership, signatures shall be that of the person or persons authorized to sign and attest for the partnership.

5.2.3 Corporation, signatures shall be that of the person or persons authorized to sign and attest for the corporation.

5.3 If Bidder is, a joint venture set forth the full name of the identity or identities comprising the joint venture. Each joint venture must sign in the manner indicated for the respective form of ownership as set forth in Paragraph 6.2 of these Instructions to Bidders.

5.4 Bidder must submit with the Bid Form a Bid Security made payable to the Beaufort County Treasurer in an amount of not less than five percent (**5%**) of the total amount indicated in the Bid Form, in the form of a certified or bank check or a Bid Bond issued by a surety authorized to do business in South Carolina.

5.5 Bids including Bid Security and other required documents, shall be submitted as indicated in the advertisement for Bids

5.6 Bids may be modified or withdrawn by a document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

## **6.0 DISPOSITION OF BIDS**

6.1 **OWNER** any time prior to Bid opening may withdraw the advertisement for Bids and not accept Bids. Any Bid received under this circumstance will be returned, unopened to Bidder.

6.2 **OWNER** may open Bids and (unless obviously non-responsive) read aloud publicly.

6.3 **OWNER** will reject Bids other than the three (3) apparent lowest responsible bids and return Bid Security for rejected Bids within ten (10) business days after the date of Bid opening.

6.4 **OWNER** may hold the three (3) apparent lowest responsible Bids subject to acceptance for ninety (90) days after the day of the Bid opening; and the Bid security of these Bidders will be returned as follows: (1) to the unsuccessful Bidders within three (3) business days after a Notice of Award is made to Successful Bidder, and (2) to the Successful Bidder after the Agreement is executed and the required contract security furnished.

6.5 **OWNER**, in evaluating Bids, will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, and of the data, as may be requested by the Bid Form.

6.6 **OWNER** reserves the right to reject any and all Bids, to waive any informality and to reject nonconforming, non-responsive, unbalanced or conditional Bids.

6.7 **OWNER** may conduct reasonable investigations as deemed necessary to assist in the evaluation of Bids and to establish the responsibility, qualifications and financial ability of Bidders to perform and furnish the Work in accordance with the Contract Documents.

6.8 The Beaufort County Council reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidders in preparation of any part of, or total package for this project will not be handled for reimbursement by Beaufort County or their representatives.

## **7.0 AWARD OF CONTRACT**

7.1 **OWNER**, if the Contract is awarded, will award it to the lowest responsible Bidder. The lowest Bid will be determined based on the total of the Bid price for each item as indicated in words in the Bid Form. The written entries will control over numerical entries regardless of whether there are arithmetic discrepancies between the written amount and the numerical entries.

7.2 **OWNER** will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening, if the Contract is to be awarded.

7.3 **OWNER'S** Notice of Award to the Successful Bidder will be transmitted with the required number of unsigned counterparts of the Agreement.

7.4 Successful Bidder, within fourteen (14) days after receiving Notice of Award shall sign and deliver the required number of counterparts of the Agreement to Owner with the required Bond. Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment bonds.

7.5 Bidder, in submitting Bid, understands and agrees that the Bid security may be forfeited as liquidated damages, and not as a penalty, if the Bidder is determined to be Successful Bidder and thereafter fails to execute the Agreement and furnish the required Bonds within the stipulated time.

7.6 **OWNER**, within ten (10) days after receiving the Agreement and bonds, shall deliver one signed counterpart to Contractor, and thereby establish the effective Date of the Agreement.

7.7 The successful Bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations. County permits shall be required as applicable, but the fee shall be waived. This waiver shall apply to the Beaufort County permit fee only and not to any "City or Town" permit fee and/or licenses, when applicable.

## **8.0 COMMENCEMENT OF CONTRACT TIME**

8.1 **OWNER** may give **CONTRACTOR** a Notice to Proceed within thirty **(30)** days after the Effective Date of the Agreement and indicate therein the day on which the Contract Time will commence to run or shall ensure a Special Provision has been provided to the Contractor (if demolition is NOT included in the Work).

## **9.0 CONTRACT TIME**

See Project Summary

## **10.0 DAMAGES**

See Project Summary

## **11.0 RETAINAGE**

See Standard General Conditions

## **12.0 RIGHT TO PROTEST**

12.1 Any actual bidder who is aggrieved in connection with the award of a contract may protest to the Procurement Services Director. The protest shall be submitted in writing within fourteen (14) days of the Bid opening. The protest must be accompanied by a detailed statement indicating the reasons for such protest.

12.2 Authority to Resolve Protest. The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an actual aggrieved bidder, concerning the award of the contract.

12.3 Decision. If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision in writing within ten **(10)** days of receipt of the written protest. The decision shall:

- a) State the reasons and describe the actions taken; and
- b) Inform the protestant of its right to administrative review as provided in this Section.

12.4 Notice of Decision. A decision under Subsection (3) of the Instructions to Bidder shall be noticed by certified mail to the protestant and any other party intervening.

12.5 Rights to Review

- a) Any person adversely affected by the decision appeals administratively within **(10)** Days after receipt of decision to the County Council in accordance with this section.
- b) Any protest taken to County Council or court shall be subject to the protestant paying all of Beaufort County administrative costs, attorney fees and court costs, when it is determined that the protest is without standing.

12.6 Litigation

- a) Any litigation arising out of this Bid Award or subsequent contract or agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina and the fourteenth Judicial Circuit.

## BEAUFORT COUNTY STANDARD CLAUSES

### CONTRACTUAL REQUIREMENTS

1. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
2. NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
3. BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
4. ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this solicitation.
5. 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:
  - 5.1 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. Employers Liability minimum limits required \$500,000
  - 5.2 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.
  - 5.3 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 \$500,000 COMBINED SINGLE LIMIT.
    - 5.3.1 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
    - 5.3.2: Professional Liability (Errors & Omissions): Professional Liability Insurance protects against

losses that occur when a “professional” errors in judgement, planning, and design could result in economic loss to the entity or county. In order to determine if Professional Liability should be required ask yourself: Is the professional licensed or certified (i.e. architects, consultants, auditors, attorneys, engineers, etc.)? Required if a contractor is performing any type of design/build for a particular project.

The vendor shall maintain a limit no less than \$1,000,000 per occurrence:

6. 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.
  - 6.1 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.
  - 6.2 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.

IFB # \_\_\_\_\_

## BID FORM

THIS BID SUBMITTED TO: \_\_\_\_\_

TITLE OF WORK: \_\_\_\_\_

LOCATION OF WORK: \_\_\_\_\_

1. **BIDDER** has examined all Contract Documents including Addenda.
2. **BIDDER** understands and accepts the terms and conditions of the Invitation to Bid, Instructions to Bidders, and all other Contract Documents.
3. **BIDDER** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the process stated below, proposed to enter into a contract with the County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.
4. **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

**Start and Completion of Work**

The Bidder further proposes and agrees hereby to promptly commence the Work **with adequate force and equipment within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision. **Contractor shall complete all work not later than 120 calendar days following the date of the Notice to Proceed or IAW any Special Provision by the Owner.**

Bidder acknowledges receipt of the following addenda:

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5. **BIDDER** acknowledges that, in accordance with the Agreement, Liquidated Damages are set at \$500 per calendar day.
6. In accordance with Paragraph 5.1 of the Agreement, progress payments will be made less retainage in an amount equal to ten percent **(10%)**. If the Contractor is **50% complete** with the project

and **on schedule**, the retainage may be reduced to five percent **(5%)**.

7. The Work shall be completed in accordance with the Schedule of Prices set forth by **BIDDERS** in Bid Form - Schedule of Prices which is attached hereto and made a part hereof.

8. **BIDDER** will, if this Bid is accepted by Owner, enter into the Agreement included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents.

9. **BIDDER** has completed the following additional documents, which are attached hereto and made a part hereof:

- (a) **NON-COLLUSION AFFIDAVIT**
- (b) **CONSENT OF SURETY**
- (c) **BID BOND**
- (d) **CERTIFICATION BY CONTRACTOR**

10. **BIDDER** has included with this Bid Form a Bid security in an amount and under the terms and conditions indicated in the Instructions to Bidders.

11. **BIDDER** is organized under the laws of the State of \_\_\_\_\_ as

a \_\_\_\_\_ (indicate proprietorship, partnership, or corporation) as follows:

Name (of business): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

South Carolina Bidder's License No.: \_\_\_\_\_

Licensing Authority: \_\_\_\_\_

12. Communications concerning this Bid should be addressed to the **BIDDER's** company, to the attention of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_



**SIGNED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

Title:\_\_\_\_\_Date:\_\_\_\_\_

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.  
\_\_\_\_\_(Initial)

IFB # \_\_\_\_\_

**PRICING**

**Beaufort County Government Center  
New Parking Lot  
Schedule of Values**

Division No.	Description of Work	Scheduled Value (Include Sales Tax as Appropriate)
<b>Base Bid Scope of Work</b>		
01.	General Conditions	\$
02.	Clearing and Grading	\$
03.	Utilities	\$
04.	Storm Water Piping and Structures	\$
05.	Asphalt Paving	\$
06.	Pervious Paving	\$
07.	Concrete Paving and Sidewalks	\$
08.	Pavement Markings	\$
09.	Concrete Curb and Gutter	\$
10.	Generator and Dumpster Screen Wall and Gate	\$
11.	Parking Lot Lighting	\$
12.	Irrigation	\$
13.	Landscaping	\$
14.	Cleanup.	\$
15.	Closeout.	\$
	<b>Total Base Bid Value:</b>	\$

<b>Alternate Bid Items</b>		
01.	<b>Deduct Alternate 01:</b> Deductive cost to remove from the Scope of Work, the generator screen wall, dumpster pad and screen wall and associated gates. Provide instead, a landscaped screen around the existing generator. See Drawing A-102 alt for additional information.	\$ _____

IFB # \_\_\_\_\_

**BID BOND**

(Five Percent [5%] of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

\_\_\_\_\_, as Principal, and

\_\_\_\_\_, as Surety, are hereby held and firmly bound unto Beaufort County, South Carolina as County in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to Beaufort County, South Carolina a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of:

**NOW, THEREFORE,**

- a) If said bid shall be rejected or in the alternate.
- b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor and furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the County may accept such bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(SEAL)

Principal

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

\_\_\_\_\_(SEAL)

Surety: \_\_\_\_\_

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

South Carolina Representative

IFB # \_\_\_\_\_

**CONSENT OF SURETY****OWNER:** \_\_\_\_\_**TITLE OF WORK:** \_\_\_\_\_  
(Complete above exactly as given in Invitation to Bid)

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the Contractor, the receipt whereof, is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance in an amount equal to one hundred percent (100%) of the Contract Price, and will execute as surety thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum of which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(A corporate acknowledgment and statement of authority to be here attached by the surety company).

\_\_\_\_\_  
(Surety Company)

BY: \_\_\_\_\_  
(Surety Company, Attorney-In-Fact)

**Attest:** \_\_\_\_\_

IFB # \_\_\_\_\_

**CERTIFICATION BY CONTRACTOR**

Regarding

**NON-SEGREGATED FACILITIES**

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

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

\_\_\_\_\_  
Contractor\_\_\_\_\_  
(Signature)\_\_\_\_\_  
Name and Title of Signer\_\_\_\_\_  
Date

IFB # \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) ss.  
 County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and  
 says that:

He is \_\_\_\_\_ (Owner, Partner, Officer,  
 Representative, or Agent) of the Bidder that has submitted the attached Bid;

(1) He is fully informed respecting the preparation and contents of the attached Bid and of all  
 pertinent circumstances respecting such Bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said Bidder 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 Bid in  
 connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in  
 connection with such Contract, or has in any collusion or communication or conference with any other  
 Bidder, firm or person to fix the price or prices in the attached Bid or of another Bidder, or to fix any  
 overhead, profit or cost element of the bid price or the Bid of any other Bidder, or to secure through any  
 collusion, conspiracy, connivance or unlawful agreement any advantage against Beaufort County or any  
 person interested in the proposed Contract; and,

(4) The price or prices quoted in the attached Bid 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,  
 representative, owners, employees, or parties in interest, including this affiant.

Name \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ Title

My commission expires: \_\_\_\_\_

IFB # \_\_\_\_\_

**CONTRACTOR'S QUALIFICATION STATEMENT****CERTIFICATION:** The following is a statement of fact.

Signature	Typed Name and Title	Date
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**A. GENERAL**

A.1 Submit to: \_\_\_\_\_

A.2 Name of Project (if applicable): [Project Title] \_\_\_\_\_  
 [Project Location] \_\_\_\_\_

A.3 Contractor: \_\_\_\_\_

A.4 Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone Number (including area code): \_\_\_\_\_

Facsimile Number (including area code): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person's Telephone Number: \_\_\_\_\_

South Carolina Contractor's License Number: \_\_\_\_\_

**B. BUSINESS ORGANIZATION**

B.1 Check type of business organization:

Corporation \_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_

(Name of Partners) \_\_\_\_\_

Joint Venture \_\_\_\_\_ Other \_\_\_\_\_

B.2 If a corporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

If not incorporated in South Carolina, State Corporation Commission Registration  
Number: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_

Officers:

Name	Address	Phone No.	Position	Yrs in

President: \_\_\_\_\_

Vice President(s): \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Are you a Subchapter S Corporation: Yes \_\_\_\_\_ No \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Subchapter S Shareholders: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

B.3 If a partnership:

Date of Organization: \_\_\_\_\_

Type of partnership: \_\_\_\_\_

List of General Partners:

Name Address & Phone No. \_\_\_\_\_

Years as GP \_\_\_\_\_

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 No.: \_\_\_\_\_

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 in the last five years, received any fines or citations for building code violations which were unrelated to design? Y \_\_\_\_\_ N \_\_\_\_\_

- b) Ever been found to be guilty of charges relating to conflicts of interest: Y\_\_\_\_N\_\_\_\_
- c) Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery? Y\_\_\_\_N\_\_\_\_
- d) In the last five years, been found guilty of any minority contracting law violations? Y\_\_\_\_N\_\_\_\_
- e) In the last five years, pleaded no contest in any criminal proceeding related to contracting? Y\_\_\_\_N\_\_\_\_
- f) Ever been disbarred from doing Federal, state, or local government work for any reason? Y\_\_\_\_N\_\_\_\_
- g) Ever been terminated on a contract due to your default? Y\_\_\_\_N\_\_\_\_
- h) In the last five years, paid liquidated damages for being late on a project? Y\_\_\_\_N\_\_\_\_
- i) In the last five years, been subject to tax collection proceedings? Y\_\_\_\_N\_\_\_\_
- j) In the last seven years, filed for bankruptcy? Y\_\_\_\_N\_\_\_\_

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

---

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

Are you operating under Chapter 11 status now? Y\_\_\_\_N\_\_\_\_

#### **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? Y\_\_\_\_N\_\_\_\_

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.

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D.2 List your worker's compensation experience modifier for the last three years.

---

**E. References**

E.1 Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.

Architects/Engineers: \_\_\_\_\_

Major Subcontractors: \_\_\_\_\_

Financial Institutions: \_\_\_\_\_

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

**Company Name:** \_\_\_\_\_

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 \_\_\_\_\_

## LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

### SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a “local vendor” if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in the Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received, from a Beaufort County Local Vendor a vendor shall be deemed to be a “local vendor” if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, or Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines, which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the “RESIDENT VENDOR PREFERENCE, SECTION 2.537.1” are met for the purposes of bid document \_\_\_\_\_, dated \_\_\_\_\_.

Company Name: \_\_\_\_\_ Principal Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Secretary of State Designation: (Corporation, Individual, Partnership, Other) \_\_\_\_\_

Beaufort County Business License/Classification: \_\_\_\_\_

Tax Obligation Current: \_\_\_\_\_

Signature of Principal/Date: \_\_\_\_\_

Witness/Date: \_\_\_\_\_

Program Provisions for  
**Small and Minority  
Business Participation**



[Beaufortcountysc.gov](http://Beaufortcountysc.gov)

**PLEASE REVIEW THIS SECTION CAREFULLY,  
PAYING PARTICULAR ATTENTION TO “PRE-AWARD  
DOCUMENTS” DUE WITH THE BID/PROPOSAL,  
THE “GOOD FAITH EFFORTS CHECKLIST”,  
AND EXHIBITS 1-3.**

**FAILURE TO FOLLOW THE PROGRAM REQUIREMENTS  
AND/OR FURNISH THE REQUESTED DOCUMENTS MAY  
RESULT IN THE REJECTION OF YOUR BID/PROPOSAL.**

### Small and Minority Business Participation Program Documents Overview\*

PRE-AWARD DOCUMENTS		
Item/Form		Submission Requirements
1	<b>Program Overview</b>	n/a
2	<b>Self-Performance Affidavit</b> Indicates intention to perform work and/or provide services with own current workforce.	Due with bid/proposal <b>only if</b> self-performing 100%.
3	<b>Good Faith Efforts Checklist</b> Indicates the actions undertook to recruit and solicit small and minority businesses for this project.	<b>Due with bid/proposal.</b>
4	<b>Good Faith Agencies Distribution List</b> Indicates agencies that should receive notice of solicitation to small and minority businesses for this project.	Copy of notice sent to good faith agencies <b>due with bid/proposal.</b>
5	<b>Outreach Written Notice Example</b> Sample of notice to be sent to small and minority businesses soliciting their participation for this project.	Copy of notice sent to small and minority businesses <b>due with bid/proposal.</b>
6	<b>Non-Discrimination Statement – Exhibit 1</b> Certification that this project is open to all businesses and persons and that no business or person shall be excluded from participating in the Beaufort County procurement process.	<b>Due with bid/proposal.</b>
7	<b>Outreach Documentation Log – Exhibit 2</b> Documents solicitation efforts to obtain small and minority business participation for this project.	<b>Due with bid/proposal.</b>
8	<b>Proposed Utilization Plan – Exhibit 3</b> Listing of the small and minority businesses that will participate on this project and their proposed contract dollar amounts.	<b>Due with bid/proposal.</b>
POST-AWARD DOCUMENTS		
Item/Form		Submission Requirements
9	<b>Compliance Efforts</b> If the successful bidder/proposer, indicates the actions required to earnestly carry out the small and minority business utilization plan and document payments thereof.	n/a
10	<b>Monthly Compliance Status Report – Exhibit 4</b> Certifies monthly usage and payments to small and minority businesses.	Due monthly after work commences throughout the life of the contract.

\* **NOTE:** Projects involving Federal funds may have Disadvantaged Business Enterprise (DBE) participation goals and requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation (USDOT), or other Federal requirements prescribed by the U.S. Department of Agriculture (USDA) or U.S. Department of Housing and Urban Development (HUD). Contractors submitting bids on such projects will also have to meet any outlined DBE Program requirements listed in the bid documents and submit items, including but not limited to, the following: (1) Certification of Contractor to Comply with DBE Requirements; (2) DBE Letter of Intent and Affirmation; (3) DBE Contract Totals and Percentage; and (4) Bidder's List Questionnaire. For a current list of South Carolina DBE firms, please visit [www.scdot.org](http://www.scdot.org) and go to "Doing Business with SCDOT", then see "Office of Business Development and Special Programs" and click on "DBE Directory". Likewise, any USDA and/or HUD requirements must be met in addition to Beaufort County's requirements.



## PROGRAM OVERVIEW

### Introduction

Beaufort County recognizes that the South Carolina General Assembly, in South Carolina Code of Laws Section 11-35-5210\*, has declared that businesses owned and operated by minority persons have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses; and that it is in the state's best interest to assist minority-owned businesses to develop fully as a part of the state's policies and programs which are designed to promote balanced economic and community growth throughout the state. Therefore, Beaufort County wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in its overall procurement process for goods and services. Further, Beaufort County seeks to ensure that small businesses are likewise afforded the same participation opportunity as minority businesses. Consequently, attention of all bidders and proposers is called to contract conditions contained herein pertaining to Beaufort County's "**Small and Minority Business Participation Program**", as prescribed in the Beaufort County Code of Ordinances Section 2-537.2.

### Definitions

*Small Business* means a for-profit concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in the Code of Federal Regulations, Title 13, Part 121, as amended. Beaufort County refers to these businesses as **Small Business Enterprises** or "**SBE**".

*Minority Business* means a concern at least fifty-one percent (51%) owned by a person determined to be socially and economically disadvantaged. *Socially disadvantaged* means those persons who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group without regard to their individual qualities. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, women and other minorities to be designated by the Beaufort County Council. *Economically disadvantaged* means those socially disadvantaged persons whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged. Beaufort County refers to minority businesses as **Minority Business Enterprises** or "**MBE**".

**Small and Minority Business Enterprises will be abbreviated as "S/MBE".**

### Provisions

The successful bidder or proposer, hereafter referred to as "Contractor", is required to (1) make specific **Pre-Award "Good Faith Efforts"** to recruit S/MBE and (2) **Post-Award "Compliance Efforts"** of its labors to utilize S/MBE, unless self-performing one hundred percent (100%) of the contract work. Falsification of any pre-award or post-award documents will be considered a serious breach of public trust and funds.

\* SOUTH CAROLINA CODE OF LAWS, CHAPTER 35 "SOUTH CAROLINA CONSOLIDATED PROCUREMENT CODE, SUBARTICLE 1 "ASSISTANCE TO MINORITY BUSINESSES"

***If self-performing 100% sign below and return this page with your bid/proposal.***

I hereby certify my company's intent to perform one hundred percent (100%) of the work required for:

Project Name: \_\_\_\_\_

Bid/Proposal Number: \_\_\_\_\_

By signing this affidavit, I further certify that my company has the capability to perform and will perform all elements of the work on the project referenced above with my company's employees.

I further agree to provide additional information or documentation requested by Beaufort County in support of the above statement.

If a need to subcontract all and/or some of my company's work on this project arises, I will notify the Beaufort County Compliance Office in writing within three (3) business days.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

***Pre-award efforts include the following “good faith efforts” for Contractors intending to use subcontractors, or the bid/proposal may be rejected.***

***If using subcontractors, return this page (and required supporting documents) with your bid/proposal.***

- ☐ Divide and/or combine scope of work packages into economically feasible units, **if possible**.
- ☐ Send a written notice **at least ten (10) business days prior** to the bid/response due date of your intent to submit a bid/response, and express interest in receiving quotes thereof to (1) potential S/MBEs **and** (2) “good faith agencies”:
  - ✓ The written notice should contain the Contractor’s name and contact information; project name; project number; scope of work/bid packages available for subcontracting; information on availability of plans and specifications; and the Contractor’s company policy regarding insurance, bonding, and financial requirements, if any.
- ☐ Submit with the bid/proposal, copies of the written notice sent specifically to S/MBEs, along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
- ☐ Submit with the bid/proposal, copies of the written notice sent specifically to the “good faith agencies”, along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
- ☐ Complete and submit Exhibits 1-3 with all requested supporting documentation (where applicable):
  - ✓ Exhibit 1: Non-Discrimination Statement
  - ✓ Exhibit 2: Outreach Documentation Log
  - ✓ Exhibit 3: Proposed Utilization Plan

The undersigned acknowledges making a good faith effort to comply with the above areas checked:

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## GOOD FAITH EFFORTS CHECKLIST (PRE-AWARD)

*Send written notice at least ten (10) business days prior to the bid/response due date to all the agencies listed below and do the following: (1) indicate your company's intent to submit a bid/response and (2) request their assistance in the recruitment of small and minority businesses. You may mail, fax, OR e-mail the notice.*

**Submit notice copy with the bid/proposal, copies of the written notices sent to these agencies.**

- ☐ **Beaufort County Black Chamber of Commerce**  
Attention: Ms. Maryland Harris  
711 Bladen St.  
Beaufort, SC 29901  
FAX: (843) 737-9882  
EMAIL: mharris@bcbcc.org
- ☐ **Beaufort Regional Chamber of Commerce**  
Attention: Mr. Ian Scott  
Post Office Box 910  
Beaufort, SC 29901  
FAX: (843) 986-5405  
EMAIL: [hello@beaufortchamber.org](mailto:hello@beaufortchamber.org)  
EMAIL: [ian@beaufortchamber.org](mailto:ian@beaufortchamber.org)
- ☐ **Hilton Head Island-Bluffton Chamber of Commerce**  
Attention: Mr. Ray Deal  
Post Office Box 5647  
Hilton Head Island, SC 29938  
FAX: (843) 785-7110  
EMAIL: rdeal@hiltonheadisland.org
- ☐ **SCDOT Disadvantaged Business Enterprise Program**  
Attention: Mr. Gregg Davis  
955 Park Street  
Columbia, SC 29202  
EMAIL: DavisGQ@scdot.org  
You can also look up DBE by clicking the link: <https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>
- ☐ **Small Business Administration**  
Attention: Mr. Carl Faison  
1835 Assembly Street, Suite 1425  
Columbia, SC 29201  
FAX: (803) 765-5962  
EMAIL: carl.faison@sba.gov

## OUTREACH WRITTEN NOTICE EXAMPLE

***Send written notice at least ten (10) business days prior to the bid/response due date to potential small and minority businesses and provide notice of the following: (1) intent to submit a bid/response and (2) interest in receiving quotes from small and minority businesses.***

***You may mail, fax, OR e-mail the notice.***

**Submit all notices with the bid/proposal, copies of the written notices sent to these agencies.**

No Name Company  
Post Office Box 1234  
Any Town, US  
(123) 555-7777 Telephone  
(123) 555-8888 Fax

# Example

Date

Subcontractor Company Name  
Subcontractor Mailing Address  
Subcontractor City, State, Zip

Dear Subcontractor Company Name:

No Name Company is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for Beaufort County IFB/RFP # 000-00000.

We have the following opportunities for subcontracting on this project:

- *Describe Bid Package 1*
- *Describe Bid Package 2*
- *Describe Bid Package 3*
- *Etc...*

Plans and specifications are available at our office and at \_\_\_\_\_ and \_\_\_\_\_.

It is the policy of No Name Company that \_\_\_\_\_ (state policy concerning W-4, insurance, credit lines, and assistance in obtaining bonds, etc.)

The IFB/RFP closing date is \_\_\_\_\_ at 3:00 pm and therefore, we must receive your quote/proposal into our office no later than \_\_\_\_\_ pm.

If you have any questions, please contact Mr. /Ms. \_\_\_\_\_ at our company.

We look forward to hearing from you.

Sincerely,

\_\_\_\_\_  
Title  
No Name Company

**EXHIBIT 1**  
**Non-Discrimination Statement**

The bidder/proposer certifies that:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any IFB/RFP submitted to Beaufort County or the performance of any contract resulting thereof;
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company for Beaufort County contracts, including those companies owned and controlled by socio-economic and racial minorities;
- 3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- 4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County;
- 5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- 6) That the failure of this Company to satisfactorily discharge any off the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

***Return this page with your bid/proposal***

EXHIBIT 2  
Outreach Documentation Log

Bidder/Proposer Name:

IFB/RFP No.:

IFB/RFP Date:

Project Name:

LIST INFORMATION FOR THE S/MBEs YOU CONTACTED FOR INTEREST AND POTENTIAL PARTICIPATION  
(Use additional sheets if necessary and mark "Exhibit 2 Attachment")

Name of S/MBE	Firm Type	Address	Telephone Number	Trade/Commodity	Letter Sent (Y/N)	Response (No Response / Will Quote / Will Not Quote)	Result (If Submitting Quote)

The undersigned proposes to enter into a formal agreement with the S/MBEs identified herein for work, schedule and value listed in this schedule conditioned upon execution of a contract with Beaufort County.

Name: Signature: Title:

Return this page with your bid/proposal

**EXHIBIT 3**  
**Proposed Utilization Plan**

Bidder/Proposer Name:

IFB/RFP No.:

IFB/RFP Date:

Project Name:

LIST INFORMATION FOR THE S/MBEs YOU INTEND TO UTILIZE  
(Use additional sheets if necessary and mark "Exhibit 3 Attachment")

Name of S/MBE	Firm Type	Address	Telephone Number	Point of Contact	Trade/Commodity	Contract / PO Amount

Total Anticipated Small Business Enterprise Participation Dollar Value: \$

Total Anticipated Minority Business Enterprise Participation Dollar Value: \$

The undersigned proposes to enter into a formal agreement with the S/MBEs identified herein for work, schedule and value listed in this schedule conditioned upon execution of a contract with Beaufort County.

Name: Signature: Title:

*Return this page with your bid/proposal*



## COMPLIANCE EFFORTS (POST-AWARD)

The successful Contractor is required to fulfill any Small and Minority Business Enterprise (S/MBE) commitments made in conjunction with the “Pre-Award Good Faith Efforts”, unless good cause is demonstrated for any failure to fulfill such commitment.

If the Contractor intends to make any substitutions for any reasons, the Beaufort County Compliance Office must be notified in writing within ten (10) business days for discussion and approval. No Contractor shall enter into an agreement with any S/MBE that would in any manner limit the S/MBE from selling or acting as a subcontractor to any other party.

Beaufort County shall have the right to inspect the Contractor’s records related to activity and expenditures to S/MBE utilized on its projects, to include related contracts/purchase orders and payment records, such as cancelled check copies. Further, designated Beaufort County personnel are permitted access to all work sites. Contractors and their staff should take measures to cooperate fully with all Beaufort County staff, including, but not limited to the Procurement Services Director and Compliance Officer.

“Post-Award Compliance Efforts” require the Contractor to not only provide monthly reports regarding activity and expenditures to S/MBE, but also to maintain related records throughout the life of the project regarding its efforts to comply with the Small and Minority Business Participation Program. The “Monthly Compliance Status Report” must be submitted to the Compliance Office until the project ends, by the fifth (5<sup>th</sup>) day, reflecting the activity of the previous month.

After the County receives a monthly status report marked as “final”, the Contractor will be issued an affidavit to certify totals regarding S/MBE usage throughout the life of the project.

All questions regarding “Post-Award Compliance Efforts” should be directed to the Compliance Office via e-mail at [dthomas@bcgov.net](mailto:dthomas@bcgov.net) or (843) 255-2304.

## EXHIBIT 4



## MONTHLY COMPLIANCE STATUS REPORT

Small and Minority Business Participation

*Completed reports must be submitted as follows:*

Beaufort County Compliance Office  
P.O. Drawer 1228 • Beaufort, SC  
29901-1228  
E-Mail: [dthomas@bcgov.net](mailto:dthomas@bcgov.net) • FAX  
843.255.9437

Prime Contractor  
Name:

Project Name: ☐ Monthly  
☐ Final

Type of Report:  
Report Number:  
For the Period  
Of:

Until the project ends, the Prime Contractor shall submit monthly reports to the Compliance Office by the 5<sup>th</sup> day, reflecting activity of the previous month.

Original Prime Contract Amount:

Change Orders to Date:

Current Prime Contract Amount:

Name of S/MBE	Firm Type	Quote Amount	Date of Contract/PO	Dollar Amount of Actual Contract/PO	Dollar Amount Paid This Month	Check Number	Dollar Amount Paid to Date

SBE Expenditure to

Date:

MBE Expenditure to

Date:

S/MBE Total

Expenditure to Date:

I certify that contracts/purchase orders have been executed with the above firms, amounts listed are accurate, and payments were made in accordance with contractual obligations. Cancelled checks to S/MBEs working on this project and/or supporting documentation for the information presented in this report will be made available to Beaufort County officials upon written request.

Name:  
Signature:

Title:  
Date:

IFB# \_\_\_\_\_

**100% LABOR AND MATERIAL PAYMENT BOND****KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ as Principal, hereinafter called Principal, and  
 \_\_\_\_\_, of \_\_\_\_\_ a corporation  
 organized and existing under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called  
 Surety, are held and firmly bound unto Beaufort County, South Carolina as obligee herein below defined,  
 in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
 for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,  
 successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has by written agreement dated \_\_\_\_\_, 20  
 \_\_\_\_\_, entered into a Contract with County for:

In accordance with drawings and specifications prepared by Beaufort County, which contract is by  
 reference made a part hereof, and is hereafter referred to as the Contract.

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make  
 payment to all claimants as is herein below defined for all labor and materials used or reasonable required  
 for use in the performance of the Contract, this obligation shall be void; otherwise, it shall remain in full  
 force and effect subject, however to the following conditions:

1. A claimant is defined as one having a direct contact with the principal or with a subcontractor of  
 the Principal for labor, material, or both, used or reasonably required for use in the performance of the  
 Contract, labor and material being construed to include that part of water, gas, power, light, heating oil,  
 gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the County that  
 every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety  
**(90)** days after the date on which the last of such claimant's work or labor was done or performed, or  
 materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute  
 the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon.  
 The County shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
  - a. Unless claimant, other than one having a direct Contract with the Principal, shall have given  
 written notice to any two of the following: the Principal, the County, or the Surety above-  
 named, within ninety **(90)** days after such claimant did or performed the last of the work or  
 labor, or furnished the last of the materials for which said claim is made, stating with  
 substantial accuracy the amount claimed and the name of the party to whom the materials  
 were furnished, or for whom the work for labor was done or performed. Such notice shall be

served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, County, or Surety, at any place where an office is regularly maintained for the transaction of business or served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b. After one year from the completion of the Contract and the acceptance by County of the work therefore, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder inclusive of the payment by Surety or mechanics' liens, which may be filed of record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IFB# \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes, and says that:

(1) He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_, hereinafter referred to as the "Subcontractor;

(2) He 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\_\_\_\_.

\_\_\_\_\_(SEAL)

Title \_\_\_\_\_

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

Date

## **General Conditions**

STANDARD GENERAL PROVISIONS OF THE  
BEAUFORT COUNTY, SOUTH CAROLINA CONSTRUCTION CONTRACT

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## **ARTICLE 1**

### **GENERAL PROVISIONS**

#### **1.1 BASIC DEFINITIONS**

**APPLICABLE CODE REQUIREMENTS** - The term “Applicable Code Requirements” means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction of the County, Contractor, and Subcontractor, the Project site, the Work, or the prosecution of the Work.

**APPLICATION FOR PAYMENT** - The term “Application for Payment” means the submittal from the Contractor wherein payment for certain portions of the Work is requested in accordance with Article 9.

**BIDDER** – The term “bidder” means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

**BENEFICIAL OCCUPANCY** - The term “Beneficial Occupancy” means the County’s right to make use of or otherwise occupy any part of the Work in accordance with Article 9.

**CERTIFICATE FOR PAYMENT** - The term “Certificate for Payment” means the approval of Contractor Application for Payment in accordance with Article 9.5.

**CHANGE ORDER** - The term “Change Order” means a Contract Document authorizing one of more of the following: a change in the Work, and adjustment in the Contract Sum, an adjustment in the Contract Time in accordance with Article 9.

**CLAIM** – See paragraph 4.3, Claims, of the General Conditions.

**CONTRACT** - The terms “Contract” means the written agreement between the Contractor and the County set forth in the Contract Documents.

**CONTRACT DOCUMENTS** - The “Contract Documents” consist of all documents listed in Article 5 of the Agreement.

**CONTRACT MODIFICATION** - The term “Contract Modification” means an executed Change Order.

**CONTRACT PRICE** - The term “Contract Price” means the amount of compensation payable by the County for completion of the Work in accordance with the Contract Documents.

**CONTRACT SCHEDULE** - The term “Contract Schedule” means the graphical representation of a practical plan to complete the Work within the Contract Time in accordance with Article 3.

**CONTRACT TIME** - The term “Contract Time” means the number of days set forth in the Agreement within which full completion of the Work must be achieved.

**CONTRACTOR** - The term “Contractor” means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**COUNTY** – The term “County” means Beaufort County, South Carolina.

**COUNTY’S REPRESENTATIVE** – The term “County’s Representative” means the person or firm identified as such in the Agreement.

**DAY** - The term “day” as used in the Bidding Requirements and the Contract Documents shall mean calendar day, unless otherwise specifically stated.

**DEFECTIVE WORK** - The term “defective Work” means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of the County’s Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

**DRAWINGS** - The term “Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the List of Drawings.

**EXCUSABLE DELAY** – The term “Excusable Delay” means a delay that entitles the Contractor to an adjustment of the Contract Time but not an adjustment to the Contract Price, pursuant to Articles 7 and 8 of the General Conditions.

**EXTRA WORK** – The term “Extra Work” means Work beyond or in addition to the Work required by the original Contract Documents, pursuant to Article 7 of the General Conditions.

**FIELD ORDER** – The term “Field Order” means a written order by the County which requires minor changes in the Work but does not involve a change in the Contract Price or Contract Times.

**FINAL COMPLETION** - The term “Final Completion” means the point at which the Work has been fully completed in accordance with the Contract Documents as determined by the County Engineer.

**GENERAL CONDITIONS** - The term “General Conditions” refers to the General Conditions of the Construction Contract, as included in the Contract Documents.

**GENERAL REQUIREMENTS** – The term “General Requirements” means the General Requirements of the Specifications which is the part of the Contract Document which amends or supplements the General Conditions with regard to Specifications.

**PROJECT** - The term “Project” means the total construction of which the Work performed under the Contract Documents may be the whole or part and which may include construction by separate contractors and/or the County. The Project may be identified by name, location, and/or project number in the Contract Documents.

**SEPARATE CONTRACTOR** - The TERM “Separate Contractor” means a person or firm under separate contract with the County performing other work at the project site which affects the Work performed under the Contract Documents.

**SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES** - See Paragraph 3.11, Shop Drawings, Product data, and Samples, of the General Conditions

**SPECIFICATIONS** - The term “Specifications” means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

**SUBCONTRACTOR** - The term “Subcontractor” means a person or firm that has a contract with the Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes subcontractors of all tiers.

**SUBSTANTIAL COMPLETION** - See Paragraph 9.8, Substantial Completion, of the General Conditions

**SUCCESSFUL BIDDER** – The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom Owner makes an award.

**SUPERINTENDENT** - The term “Superintendent” means the person designated by Contractor to represent Contractor at the Project site in accordance with Article 3.

**TIER** - The term “tier” means the contractual level of a Subcontractor or supplier with respect to the Contractor. For example, a first-tier Subcontractor is under subcontract with the Contractor, or a second-tier Subcontractor is under subcontract with the first-tier Subcontractor, and so on.

**UNEXCUSABLE DELAY** - The term “Inexcusable Delay” means a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.

**WORK** - The term “Work” means the construction and services required by the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. The Work may constitute the whole or a part of the project.

**WORK CHANGE DIRECTIVE** – See paragraph 7.4, Work Change Directive, of the General Conditions.

## **1.2 Contract Document Interpretation**

A. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. except as may be otherwise stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the Contract Documents and the provisions of any standard, specification, manual, code or instruction incorporated by reference into the Contract Documents , or the provisions of any Laws or Regulations applicable to the performance of the Work unless such an interpretation would result in violation of such Law or regulation. If there is any conflict between the provisions of the Contract Documents and any referenced provisions, the language of the Contract Documents will take precedence over that of any standard specification, manual or code.

B. The following order of precedence shall govern the resolution of any disputes or ambiguities arising from this contract and the mutual intent of the parties (in order of priority). The Beaufort County Procurement Code will prevail over the Special Supplementary Conditions of this contract. Special and Supplementary Conditions of this contract will prevail over the standard form of agreement; the modified standard form of agreement shall prevail over the specifications, and the specifications shall prevail over the drawings and general conditions.

C. The Contract Documents are intended to include and require all items which are necessary for the proper execution and completion of the Work.

D. Interpretations of the Drawings and Specifications and their intent, which are necessary to the proper execution, and completion of the Work will be made by the County’s Representative or Architect/Engineer. Words which have well known technical or trade meanings are to be interpreted in accordance with such recognized meanings. Contractor shall refer issues concerning interpretation and compliance with the contract documents and plans and specifications to the County’s Representative in writing, or the architect/engineer in writing. The County’s Representative or Architect/Engineer will review such requests with reasonable promptness and within any time limits agreed upon. The County may consider the interpretation and decision of the Architect/Engineer and issue a decision after consultation with the Architect/Engineer. Failure by the claimant to give written notice as set forth above within thirty days shall result in Architect/Engineer’s decision being final and binding upon the County and Contractor. The County’s decision shall be final.

E. The organization of the Specifications into divisions, sections, or articles, and the arrangement of the Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

F. In the event of an inconsistency between Drawings and Specifications or within either document, the better quality or greater quantity of work shall be provided, at no additional cost to the Owner.

## **ARTICLE 2**

### **COUNTY**

#### **2.1 Provided by the County**

The County shall furnish survey's describing the physical characteristics and legal limitations required to perform the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of the County. Contractor shall report to the County's representative or Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or monuments by professionally qualified personnel. As for utility locations for the contract site, the Contractor is encouraged to contact independent utility locators, such as Palmetto Utility Locations (1-800-922-0983), to verify and locate utilities. The Contractor shall bear all costs and all risks for proper location and/or damage or destruction to utilities in place.

#### **2.1 Right to Stop the Work**

The County may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract Times.

#### **2.2 Right to Carry Out the Work**

If the Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and fails within 2 working days after receipt of notice from the County to promptly commence and thereafter diligently continue to completion the correction of such failure, the County may, without prejudice to other remedies the County may have, correct such failure at Contractor's expense. In such case, the County will be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of the County's Representative, Engineer, and County's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to the County.

## **ARTICLE 3**

### **CONTRACTOR**

#### **3.1 Contractor's Qualifications**

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 qualification. 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.

#### **3.2 Contractor's Responsibility**

Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this qualification. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this qualification or to the contract.

**3.2.1** The Contractor will be required to assume sole responsibility for the complete effort, as required by this solicitation. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

#### **3.3 Review of Contract Documents and Field Conditions by Contractor**

A The Contractor shall carefully study and compare each of the Contract Documents with the others and with the information furnished by the County, and shall promptly report in writing to the County's Representative any errors, inconsistencies, or omissions in the Contract Documents. Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing Work. If the Contractor performs any construction activity which Contractor knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of the County's Representative, the Contractor shall be responsible for the resultant losses, including without limitation, the costs of correcting the Work.

B Contractor shall be responsible for all direct costs to County resulting from Contractor's errors and omissions in his interpretation of construction documents and the performance or work under the Contract Document, or those of his subcontractors and suppliers, and shall be responsible for all additional Architect/Engineer fees and other costs related to

correcting such errors and omissions. Such additional costs shall include Architect/Engineer Punch List, inspection(s) or the Building Codes Enforcement inspections, as such, re-inspections are made necessary where no Certificate of Substantial Completion and/or Occupancy Permit could be issued because of Contractor's unsatisfactory performance or preparation on the date the original inspection was scheduled and performed.

C. County shall furnish to Contractor one (1) copy of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

### **3.4 Subsurface and Physical Conditions**

A. Reports and Drawings: The Supplementary Conditions identify:

- those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
- those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any Claim against County, County's Architect/Engineer, or any of Architect's/Engineer's Consultants with respect to:

- the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- any Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.

### **3.5 Supervision and Construction Procedures**

Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means: methods, techniques, sequences, procedures and the coordination of all portions of the Work. Contractor shall be responsible to the County for acts and omissions of Contractor's agents, employees, and Subcontractors, and their respective agents and employees. Contractor shall not be relieved of Contractor's obligations to perform the Work in accordance with the Contract Documents either by acts or omissions of the County or County's Representative in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons or firms other than the Contractor. Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work. Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

### **3.6 Labor and Materials**

The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents. Only manufactured and farm products of the United States, preferably in the State of South Carolina shall be used as materials in the prosecution of the Work under this contract. Contractor shall warrant that all equipment and materials provided under this Contract are new, merchantable, and fit for the purpose intended.

### **3.7 Contractor Warranty**

Contractor warrants to the County that all materials furnished under this Contract will be of good quality, new, and free of liens, claims, and defects, and that the Work will conform professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and free from all faults, defects or errors and in compliance with the requirements of the Contract Documents. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within (1) one year of final payment for the Work, the Contractor shall, at the County's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the County, or refund to the County, the charge paid by the County, which is attributable to such portions of the faulty, defective or erroneous Work,

including costs for re-performance of the Work provided by other Contractors.

### 3.8 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the contractor. The County, as a public body, is not exempt from South Carolina State Sales and Use Taxes on materials and equipment incorporated in the Work, and said taxes shall be included in the Unit Price. Contractor is responsible for obtaining and executing the forms necessary for claiming the exemption.

### 3.9 Permits and Fees

Unless otherwise provided in the Supplemental Conditions, the Contractor shall obtain and pay for all permits, licenses, and certificates required for the proper execution and completion of Work under this Contract. When electrical, water, and/or gas service is included in the specifications, everything necessary to make the system operational, including any and all utility company connection/equipment charges, shall be included in the bid. This shall apply even when permit fees are waived. Contractor shall, at its own expense, meter and pay the cost of the water supply, electrical, light and power, heat, and telephone services during construction of the project. Connection to existing facilities for temporary services and their distribution for the construction work shall be installed in a manner and location subject to approval of the owner. When temporary service lines and meters are no longer required, they shall be removed by the Contractor. Any part of the permanent service lines, grounds, and buildings of the permanent service lines, grounds, and buildings are disturbed or damaged by the installation and/or removal of the temporary service lines, they shall be restored to their original condition by the Contractor in an amount satisfactory and subject to the County's approval.

### 3.10 Supervision

Contractor shall supervise, inspect, and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be responsible for the negligence of the County or the Engineer in the design or specification of a specific means, method, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the complete Work complies accurately with the Contract Documents.

### 3.11 Schedules Required of the Contractor

A Contractor shall start Work no later than ten (10) days after receipt of the Notice to Proceed. Before the commencement of Work, the Contractor shall submit a computerized schedule of the work necessary to complete the project to the County's Representative for review at the time of the pre-construction meeting. Approved computer formats are Microsoft Project, SureTrac/Primavera or approved equal. The Estimated Progress Schedule as submitted by Contractor for review by the County's Representative shall provide an orderly progression of the Work to completion within the Contract Time, and shall indicate starting and completion dates for the various stages of the Work. The dates so indicated on the schedule are hereby made time of the essence.

- Contractor shall provide a monthly update to the progress schedule to the County's Representative. All costs for furnishing and updating the progress schedule shall be included in the price bid.

B The preliminary progress schedule and updated progress schedules shall represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time shall not be acceptable. Schedules showing the Work completed in less than the Contract Time, may be acceptable if judged by County's Representative to be practical, however acceptance of such a schedule shall not change the Contract Time. The Contract Time, not the schedule time, shall control in the determination of liquidated damages payable by Contractor under Article 8 of the Agreement in the determination of any delay under Article 8 of the General Conditions.

C If a schedule showing the Work completed in less than the Contract Time is accepted, Contractor shall not be entitled to extensions of the Contract Time for Excusable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

D Contractor shall provide a separate schedule for the submittal of shop drawings and samples for County approvals. The preliminary schedule of Shop Drawings shall include a list of proposed Shop Drawings with the proposed time of submission for each keyed to the estimated progress schedule described in these General Conditions. The Schedule of Shop Drawings shall be adjusted, if necessary, to reflect any changes in the estimates on the adjusted progress schedule.

E Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. For each Work item and monthly period, the

estimated percentage completion shall be tabulated. Unit Price Work shall be estimated based upon quantities given in the Bid Form. The total percentage for each Work item should equal 100 percent.

- The schedule of values shall be adjusted during the performance of the Work, if necessary, to reflect actual and estimated conditions.

### 3.12 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by Contractor, County's Representative, and others as appropriate will be held to review for acceptability to County's Representative as provided below the schedules submitted in accordance with paragraph 3.8

B. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to County's Representative.

- The progress schedule will be acceptable to County's Representative if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on County's Representative responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
- Contractor's schedule of Shop Drawing and Sample submittals will be acceptable to County's representative if it provides a workable arrangement for reviewing and processing the required submittals.
- Contractor's schedule of values will be acceptable to County's Representative as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### 3.13 As Built Documents

Contractor shall maintain one set of As-Built drawings and specifications at the project site, which shall be kept up to date during the Work of the Contract. All changes which are incorporated into the Work which differ from the documents as drawn and written shall be noted on the As-built set. Notations shall reflect the actual materials; equipment and installation methods used for the Work and each revision shall be initialed and dated the Contractor's Superintendent.

### 3.14 Substitutions

A. Bids shall be based on the exact materials specified. The specified products have been used in the design of the Project and in the preparation of the Drawings and Specifications, and as such establish minimum standards of function, dimension, appearance, and quality necessary for the Project. Equivalent products of other manufacturers may be acceptable, if, in the judgment of the County's Representative or Architect/Engineer, they meet the standards of the Specifications. The burden of proof of equality rests with the Contractor. The Contractor shall submit in writing any requests for substitutions. Shop Drawings that are submitted to the Architect do not constitute a request for substitution. Materials not specified or accepted as equivalent shall not be acceptable for installation.

B. Unless the specifications or description provides for "or equal", "equivalent", or other similarly descriptive words, the Contractor shall provide the material or items as specified. Contractor may submit, by written application, items for County's Representative or Architect/Engineer review as "equal" if:

- In the County Representative's or Architect's/Engineer's sole discretion, an item is functionally equal to and similar in that no change to the Work will be required, it may be considered by the County's Representative or Architect/Engineer as an "equal" item, in which instance review and approval of the proposed item may, in the County Representative's or Architect's/Engineer's sole discretion be accomplished without compliance to some or all of the requirements for approval of substitute items. In such cases the item shall be determined by the County Representative or Architect/Engineer to be at least equal in quality, durability, strength, appearance, and design criteria, and it will meet the design performance requirements equally well, and Contractor certifies that there is: i) no increase in cost to the County, and (ii) it will conform to the requirements of the item named in the Contract Documents.

C. Prior to initiating the written application required under paragraph 3.12B of the General Conditions, Contractor shall briefly outline the proposed substitute to the extent necessary for the County's Representative or Architect/Engineer, if deemed appropriate by the County's Representative or Architect/Engineer, to estimate the cost of engineering services for any redesign which may be required for evaluating a proposed substitute. The County Representative's or Architect's/Engineer's estimate shall be incorporated in the Contractor's application for the proposed substitute in the itemization of estimated costs required in accordance with paragraph 3.12B of the General Conditions. The County Representative's or Architect's/Engineer's estimate will also serve to advise Contractor of the reimbursement to County when evaluation so indicates.

### 3.15 Shop Drawings and Samples

A. Contractor shall submit six (6) copies of Shop Drawings to the County's Representative for review and approval in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall also submit Samples to the County's Representative, in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall have determined and verified fit, form, function, performance criteria, and coordinated each Shop Drawing or Sample with the other Shop Drawings or Samples and with the requirements of the Work and the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Work.

B. Any Work performed prior to County's Representative review and approval of the pertinent submittal will be at the sole expense and responsibility of the Contractor. The Contractor shall submit structural, mechanical, and electrical shop drawings in the form of one sepia and three black or blue line prints; all other shop drawings in the form of one sepia and two black or blue prints.

C. Contractor shall not be relieved of the responsibility for deviations from the requirements of the Contract Documents by County Representative's review of Shop Drawings, Product Data, Samples or other similar submittals, unless Contractor has specifically informed County's Representative at the time of the submittal and County's representative has given written approval of the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by County Representative's review, acceptance, comment, or approval thereof.

D. Final approval of all materials shall be contingent on Shop Drawing acceptance, compliance with the Specifications and performance criteria, and acceptable installation. General approval to utilize a product does not relieve the supplier or Contractor of meeting Specification requirements.

E. Other submittals required under the Contract Documents shall be made in the same number of copies as required for Shop Drawings, unless otherwise indicated.

### 3.16 Use of Site and Clean Up

The Contractor shall confine operations at the project site to areas permitted by the Construction Documents. Contractor shall, during the performance of the Work keep the project site and surrounding area free from accumulation of waste materials and rubbish cause by Contractor. Contractor shall not unreasonably encumber the Project site with materials or equipment. Contractor shall remove all waste material and rubbish cause by the Contractor; tools; equipment; machinery; and surplus materials from the project site and surrounding area at the completion of the Work.

### 3.17 Access to Work

The County's Representative, employees, and consultants and other persons authorized by the County shall at all times have access to the Work whenever it is in progress.

### 3.18 Hours of Work

The hours of Work for the Project shall be consistent with the hours of normal operation of the Beaufort County Engineer, unless otherwise specified within the Supplemental Conditions. That is Monday through Friday from 8:00 a.m. to 5:00 p.m. The County Engineer may agree to waive these time requirements upon written request from the Contractor. The Contractor is made aware that the hours accumulated by the Engineer and/or his staff process, working, or otherwise attending to the Contract as it relates to overtime hours generated by the Contractor's work hours or delinquencies, shall be assessed to the Contractor. The Beaufort County pay scale will govern with County employees wage rates as applicable. Reimbursement would be processed as a contract reduction via a supplemental agreement or Change Order.

### 3.19 Concealed or Unknown Conditions

A. Except and only to the extent provided otherwise in Articles 7 and 8 of the General Conditions, by signing the Agreement, Contractor agrees:

- To bear the risk of concealed or unknown conditions, if any, which many be encountered in performing the Contract; and
- That Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of concealed or unknown conditions, Contractor understands that, except and only to the extent



provided otherwise in Articles 7 and 8, concealed and/or unknown conditions shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

B. Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions: The information is made available for the convenience of Bidders and is not parts of the Contract. The County has not determined the accuracy or completeness of such information, and all such information is made available to Bidders without a representation or warranty by the County whatsoever as to its accuracy, completeness, or relevancy. Bidders shall independently evaluate such information for their use and shall be solely responsible for use or interpretation of such information. Any such use or interpretation shall not be the basis of any claim against County.

C. If concealed or unknown conditions are encounter which require, in opinion of County's Representative, design details which differ from those design details shown in the Contract Documents and the County's Representative finds that such revised design details will cause an increase or decrease in the cost of, or time required for performance of the Contract, and if County agrees with County Representative's determinations, County will issue a Change Order modifying the Contract terms to provide for the change in design details and to provide for an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8.

D. If Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected, Contractor shall immediately notify County's Representative in writing of such conditions so that County's Representative can determine if such conditions require design details which differ from those design details shown in the Contract Documents. Contractor shall be liable to County for any extras costs incurred as the Contractor's failure to promptly give such notice.

### **3.20 Test and Inspections**

The Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by Contract Documents, unless other specified in the Supplemental Conditions. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by and organization acceptable to the County, Contractor, and Engineer. Engineer will receive and review certificates of inspection, tests, or approvals which are submitted in accordance with the Contract Documents, but such review will be only to determine that their content complies with the requirements of, and the certified results indicate compliance with, the Contract Documents.

### **3.21 Acceptance**

The Work under this agreement shall remain the property of and responsibility of the Contractor until it is accepted by the County. The Contractor shall be liable for any and all damages and losses to the Project (weather by fire, theft, vandalism, hurricane, earthquake, flood, or otherwise) prior to the County's acceptance as fully completed. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the County reserves the right to cancel the Agreement upon written notice to the Contractor.

### **3.22 Indemnification**

Contractor shall indemnify and save harmless the County, its officers, agents, and employees from and against all liability, loss, costs, claims, damages, judgments, and awards, whether or not covered by insurance, arising or claimed to have arisen: (a) or in part from acts or omissions of, or as a result of Work done or omitted from being done by Contractor, Subcontractors or assignees and their agents or employees, which resulted in: (1) injury to (including mental or emotional) or death of any person, including employees of the County or Contractor, or (2) damage to or destruction of any property, real or personal, including without limitation property of the County, County's employees and fellow employees; (b) out of injuries sustained and/or occupational diseases contracted by Contractor's, its subcontractor's, or assignee's employees, if any, of such a nature and arising under such hereto, of the state having jurisdiction, including all claims and causes of action of any character against the County by any employee of Contractor, its subcontractors or assignees, or the employer of such employees, or any person or concern claiming by, under or actions or disputes asserted by any subcontractors, employees or suppliers of Contractor. Indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of the Contract.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 County's Representative**

A. The County's Representative will provide administration of the Contract as provided in the Contract Documents and will be the representative of the County. The County's Representative will have the authority to act on behalf of the County only to the extent provided in the Contract Documents. The County's Representative will not have control over, be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Based on the County's Representative's site visits and evaluations of Contractor's Applications for Payment, the County's Representative will recommend amounts, if any due Contractor and will issue approval for payment in such amounts. However, no actions taken during such site visits shall relieve the Contractor of the Contractor's obligations as described in the Contract Documents. The County's Representative will have authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. The County's Representative will have the authority to stop the Work or any portion thereof. The County's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Contractor. Should the Contractor discover and conflicts, omissions, or errors in the Contract Documents: have questions about the interpretation or clarification of the Contract Documents ; question whether Work is within the scope of the Contract Documents; or question that Work is not sufficiently detailed or explained, then before proceeding with the Work affected, the Contractor shall notify the County's Representative in writing and request interpretation, clarification, or furnishing of additional detailed instructions. The County's Representative response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should the Contractor proceed with the Work affected before receipt of a response from the County Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and Contractor shall be responsible for all resultant rework and/or losses.

B. If County and Architect/Engineer agree, Architect/Engineer will furnish a Resident Project Representative to assist in providing more extensive observation of the Work. The duties, responsibilities and limitations of any Resident Project representative and assistants furnished by the Architect/Engineer are as set-forth in Exhibit SC-A, "A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" which is attached hereto and made a part hereof.

#### **4.2 Contractor Change Order Request**

Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work or Delays to completion of the Work caused by the acts, errors, or omissions of the County, County's Representative, their agents or employees, or caused by unforeseen conditions if, and only if Contractor follows the procedures specified in this Paragraph 4.2. As used in this Paragraph 4.2. Such acts, errors, or omissions shall include, but not be limited to, the provision of clarifications, drawings, instructions, or interpretations that involve Extra Work or delay completion of the Work. If Contractor asserts that Contractor is entitled to an adjustment of the Contract Sum and/or the Contract Time as the result of an act, error, or omission of the County, the County's Representative, their agents or employees, or as the result of unforeseen conditions, then Contractor may submit a Change Order Request to County's Representative. A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment to the Contract Sum and/or Contract Time. Upon request of County's Representative, Contractor shall submit such additional information concerning the Change Order Request as may be requested by County's Representative for the purpose of evaluating the Change Order Request. If the Change Order Request seeks an adjustment of the Contract Sum for delay, upon request of County's Representative, Contractor shall submit written documentation demonstrating Contractors' entitlement to such an adjustment under Article 8. A condition precedent to obtaining an adjustment of the Contract Sum and/or Contract Time as a result of an act, error, or omission of the County, the County's Representative, their agents or employees, or as the result of an unforeseen condition, is timely submission of a Change Order Request that meets the requirements set forth above. A Change Order Request based upon such acts, errors or omissions will be deemed timely submitted, if and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover that an act, error, or omission of the County, the County's Representative, their agents or employees, has occurred that may entitle Contractor to an adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the act, error or omission giving rise to the Change Order Request). A Change Order Request based upon an unforeseen condition will be deemed timely Submitted if, and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover , the existence of an unforeseen condition that may entitle Contractor to an

adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the unforeseen condition giving rise to the Change Order Request). If County's Representative issues a final decision on all or part of Change Order Request, the Contractor may contest the decision by filing a timely Claim under the procedures specified below. A final decision is any decision on a Change Order Request which states that it is final. Failure of the claimant to give written notice as set forth above within thirty days shall result in the County representative's decision being final and binding upon County and Contractor.

#### **4.3 Claims**

The term "Claim" means a written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between County and Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by County, County's Representative, their agents or employees.

If a Claim is subject to the procedures specified in Paragraph 4.2, the Claim arises upon the issuance of a written final decision denying in whole or in part Contractor's Change Order Request. If a Claim is not subject to the procedures specified in Paragraph 4.2, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event given rise to the Claim (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim). A Claim not subject to the procedures specified in Paragraph 4.2 may be asserted if, and only if, the Contractor gives a valid written notice of intent to file the Claim within 3 working days of the date the Claim arises. A written notice of intent to file a claim will be deemed valid if, and only if, it identifies the event or condition giving rise to the Claim and states its probable effect, if any, with respect to the Contractor's entitlement to an adjustment of the Contract Sum and/or the Contract Time.

#### **4.4 Assertion of Claims**

Claims by Contractor shall be first submitted to County's Representative for decision. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by County's Representative, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents. County will continue to make payments in accordance with the Contract Documents. Contractor shall submit a Claim in writing, together with the supporting data specified in Paragraph 4.3 to County's Representative as soon as possible but not later than 7 days after the date the claim arises under Paragraph 4.3.

#### **4.5 Time Limits and Timely Notice of Contractor Claims**

Contractor agrees to provide Owner and architect with written notice within seven (7) days of the occurrence of any event giving rise to any claim for additional compensation or extension of time under this agreement, whether such claim is based upon claims for changes, differing site conditions, adverse weather conditions, or any cause whatsoever. Contractor waives any claims for additional compensation or time extension, if Contractor fails to timely notify the Owner and architect in accordance with the terms and conditions of this clause. Contractor further acknowledges that any work which the Contractor considers to be beyond the scope of original work and which the Contractor elects to perform, prior to notice to Owner and architect and Owner's written approval to proceed with additional work, shall be performed at the Contractor's peril and as a gratuity to the Owner. Contractor assumes all risk associated with such work, agrees to perform such work at its own costs, and released and holds Owner harmless for any and all costs of such work performed prior to notice and written approval of such additional work by Owner.

#### **4.6 Decision of County's Representative on Claims**

County's Representative decision on any or all claims shall be considered as final. Disputes shall be resolved through litigation in a Court of competent jurisdiction in Beaufort, South Carolina.

## **ARTICLE 5**

### **SUBCONTRACTORS**

#### **5.1 Award of Subcontracts to Other Contractors for Portions of the Work**

Contractor shall submit to County, on its letterhead, prior to commencement of the Work, a list of all Subcontractors to be used to perform the Work. If County objects to any Subcontractor, Contractor shall provide a substitute Subcontractor acceptable to County with no adjustment of the Contract Sum. No substitution of Subcontractors shall be made without County's consent. All Subcontracts shall incorporate the Contract Documents by reference. Contractor hereby assigns to

County all of its interests in Subcontracts affecting the Work, effective only if County terminates the Contract for cause and only for Subcontracts designated by County within 30 days after the date of termination. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and County, except when, and only to the extent that, County elects to accept the assignment of the subcontract with such Subcontractor.

## **5.2 Separate Contractor Claims**

Should Contractor cause damage to the work or property of any separate contractor at the site, or should any claim arising out of Contractor's performance of the Work or lack of same at the site be made by any separate contractor against Contractor, County, Engineer, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. Contractor shall indemnify and hold County and Engineer harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against County and Engineer to the extent based on a claim arising out of Contractor's performance or lack of same of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of Work or lack of same by any separate contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against County or Engineer or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from County or Engineer on account of any such damage or claim. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and County and Contractor are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, Contractor may make a claim for an extension of time in accordance with Article 4. An Extension of the Contract Time shall be Contractor's exclusive remedy with respect to County and Engineer for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Contractor or Engineer for activities that are their respective responsibilities.

## **ARTICLE 6**

### **CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS**

#### **6.1 County's right to Perform Construction and to Award Separate Contracts**

County may perform Work on the Project site, including Work which has been deleted from the Contract by Change Order, with County's own forces or with Separate Contractors. Contractor shall cooperate fully with County's forces and Separate Contractors at the Project site and coordinate the scheduling and performance of the Work with the scheduling and performance of Work to be performed by County's forces or Separate Contractors. Contractor shall give County's forces and Separate Contractors reasonable opportunity to deliver and store materials and equipment on the Project site.

#### **6.2 Mutual Responsibility**

A. Contractor shall afford County and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall connect, schedule, and coordinate its construction and operations with the construction and operations of County and Separate Contractors as required by the Contract Documents.

B. If a portion of the Work is dependent upon the proper execution or results of other construction or operations by County or Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of Work. Contractor shall promptly report to County's Representative apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Contractor shall not proceed with the portion of Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by County or Separate Contractor is suitable to receive the Work, except as to defects not then reasonable discoverable.

#### **6.3 County's Right to Clean Up**

If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish, County may clean up and allocate the cost between those firms it deems to be responsible

## ARTICLE 7

### CHANGES IN THE WORK

#### 7.1 Changes

A. County may Order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to County. Upon receipt of any such document, Contractor shall promptly proceed with any changes in the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If County and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in paragraph 4.3

#### 7.2 Definitions

A. A Change Order is a Contract Document which has been signed by both County and Contractor, and states their agreement upon all of the following:

- A change in the Work, if any.
- The amount of an adjustment of the Contract Sum, if any.
- The amount of an adjustment of the Contract Time, if any.

B. A Directed Change Order may also be issued by the County without the Contractor's signature, where County determines that it is in County's best interest to allow Contractor to receive such an adjustment of the Contract Sum or Contract Time as County believes to be properly due Contractor, even though no agreement has been reached between County and Contractor.

C. A Field Order describes the scope or degree of a change in the Work which does not change the Contract Sum or Contract Time and the change described within the Field Order is agreed upon by County and Contractor.

#### 7.3 Change Order Procedures

A. County and Contractor shall execute appropriate Change Orders (or Written Amendments) recommended by the County's Representative or Architect/ Engineer covering changes in the Work which are:

- (i) ordered by the County (ii) required because of acceptance of defective work, or County's correction of defective Work, or (iii) agreed to by the parties;
- changes in the Contract Price or Contract Times which are agreed to by the County and the Contractor, including any undisputed sums or amount of time for Work actually performed in accordance with a **Work Change Directive**; and
- changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the County's Representative, or Architect/Engineer, provided that in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule.

B. Execution of a Change Order by the County and the Contractor shall be considered complete and final compensation. It is expressly understood and agreed that the Contractor shall not be entitled to any additional compensation or time associated with an executed Change Order.

#### 7.4 Work Change Directive

The Work Change Directive is a written directive to Contractor issued on or after the Effective Date of the Agreement and signed by County and recommended by Architect/Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times. Upon receipt of a Work Change Directive, the Contractor shall promptly proceed with the directed changes.

#### 7.5 Unit Price Work

A. County has the right to increase or decrease the quantity of any Unit price item for which an estimated quantity is stated in the Bid Form.

B. County's Representative or Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. County's Representative will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon County and Contractor, subject to the provisions of paragraph 4.3.

#### **7.6 Waiver**

A waiver of or failure by County or County's Representative to enforce any requirement in this Article 7 will not constitute a waiver of, and will not preclude the County or County's Representative from enforcing, such requirements in connection with any other adjustments of the Contract Sum. The Contractor understands that no oral approval, either express or implied, of any adjustment of the Contract Sum by County or its agents shall be binding upon County unless and until such approval is ratified by execution of a written Change Order.

## **ARTICLE 8**

### **CONTRACT TIME**

#### **8.1 Commencement of the Work**

The date of commencement of the Work shall be set forth in the Notice To Proceed, and in no case shall the Contractor start Work later than 10 days within receipt of the Notice to Proceed. The date of commencement of the Work shall not be postponed by the failure of Contractor, Subcontractors, or of persons or firms for whom Contractor is responsible to act.

#### **8.2 Progress and Completion**

Time limits stated in the Contract Documents are of the essence of the Contract. By signing the Agreement Contractor represents to County that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time. Contractor shall not, except by agreement or instruction of County in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. The dates of commencement and completion of the Work shall not be changed by the effective date of such insurance. Contractor shall proceed expeditiously with adequate forces and shall achieve full Completion of the Work within the Contract Time. If County's Representative determines and notifies Contractor that Contractor's progress is such that Contractor will not achieve full Completion of the Work within the Contract Time, Contractor shall immediately and at no additional cost to, County take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the entire Project is completed within the Contract Time. Upon receipt of such notice from County's representative, Contractor shall immediately notify County's Representative of all measures to be taken to ensure full Completion of the Work within the Contract Time. Contractor shall reimburse County for any extra costs or expenses, including the reasonable value of any services provided by County's employees, incurred by County as the result of such measures.

#### **8.3 Delay**

Except and only to the extent provided otherwise in Articles 7 and 8, by signing the Agreement, Contractor agrees:

- to bear the risk of delays to completion of the Work; and
- that Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of delays to completion of the Work, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

#### **8.4 Adjustment of Contract Time**

The Contract Times may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the County's Representative and the other party to the Contract in accordance with the provisions of paragraph 4.3. Any adjustment of the Contract Times covered by a Change Order or of any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article.

## 8.5 Weather Delays

Weather delays are generally referred to as “rain days,” and shall apply to days when the Work cannot be undertaken due to adverse weather conditions. Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of completion.

Rain delays will only be considered when the number of days in any month in which rainfall is 0.1 inch or greater, as recorded by the National Oceanic and Atmospheric Administration (NOAA) gauging station closest to the job site, exceeds the rolling 20-year average number of days for that month and for that location. NOAA data can be obtained from the historic climate information for the Charleston forecast office on their website. In lieu of using the NOAA gauge data, the contractor may install a County approved rain gauge on the project site. The gauge reading shall be reported daily on a log and presented to the County with the monthly invoice.

If in the opinion of the Contractor, adverse weather causes unsuitable conditions that prevent the contractor from proceeding with the Work at any time during the term of this Contract, the Contractor shall submit written notification to the County’s Representative within twenty-four (24) hours of the onset of the said condition

## 8.6 Delays Beyond Contractor’s Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in paragraph 4.3. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by County, acts or neglect of utility owners or other contractors performing Work as contemplated by Article 5 fires, floods, epidemics, abnormal weather conditions, or acts of God.

## 8.7 Delays Within Contractor’s Control

The Contract Times will not be extended due to delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## 8.8 Delays Beyond County’s and Contractor’s Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both County and Contractor an extension of the Contract Times in an amount equal to the time lost due to such delay shall be Contractor’s sole and exclusive remedy for such delay.

## 8.9 Liquidated Damages

If the Contractor fails to substantially complete the Work by the specified completion date, the Contractor shall be liable for liquidated damages for each calendar date past the contract specified completion date. The date of substantial completion shall be determined by the County Engineer and his decision shall be final. The daily liquidated damages rate shall be determined from the Schedule of Liquidated Damages provided within the South Carolina Department of transportation Standard Specifications for Highway Construction, Edition of 2007 unless otherwise specified in the Bid Documents.

## 8.10 Waiver

A. In no event shall County, County’s Representative, or County’s Architect/Engineer be liable to Contractor, any Subcontractor, and Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

- delays caused by or within the control of Contractor; or
- delays beyond the control of both County and Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work contemplated by Article 5.

B. Nothing in paragraph 8.9 bars a change in Contract Price pursuant to this Article 4.3 to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of County or anyone for whom County is responsible.



## ARTICLE 9

### PAYMENTS AND COMPLETION

#### 9.1 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by County's Representative or Engineer subject to the provisions of paragraph 9.2.

B. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

C. County or Contractor may make a Claim for an adjustment in the Contract Price in accordance with paragraph 4.3 if:

- the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
- there is no corresponding adjustment with respect any other item of Work; and
- if Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Contractor believes that Contractor is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

#### 9.2 Schedule of Values

Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. County's Representative will determine the actual quantities and classifications of Unit Price Work performed by Contractor. County's Representative will review with Contractor the County Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). County Representative's written decision thereon will be final and binding (except as modified by County's Representative to reflect changed factual conditions or more accurate data) upon County and Contractor, subject to the provisions of paragraph 4.3.

#### 9.3 Progress Payments

County agrees to pay monthly to Contractor, subject to paragraph 9.5, an amount equal to 90% of the sum of the following:

- Cost of the Work in permanent place as of the end of the preceding month.
- Plus costs of materials stored on site but not yet incorporated in the Work.
- Less amounts previously paid.

#### 9.4 Application for Payment

On or before such date of the month as is established by the County's Representative, Contractor shall submit to County's Representative monthly applications for payment, on a form as provided by the County, together with such supporting data, as County requires. Adjusted progress schedules shall be submitted with Applications for payment, and shall be required supporting documentation for the Application for Payment. For each Work item and monthly period, the actual percentages shall be tabulated for Work completed as of the date of the Application for Payment and estimated percentages shall be tabulated for remaining Work and months, if any. Percentages for Unit Price Work shall be calculated based upon the quantities given in the Bid Form, so that upon completion of such Work, or prior thereto, the total of the tabulated percentages for a work item may be greater or less than 100. County's Representative will review the application for payment and submit a Certificate for Payment to County. County will pay to Contractor 90% of the cost of the Work in permanent place and approved by County, less amounts previously paid, **within 20 days after County's Representative's receipt of the Application For Payment** and all required supporting data. The 10% retained by County will be paid to Contractor in the final payment.

#### 9.5 Certificate for Payment

A. If Contractor has made application in accordance with paragraph 9.4, County's Representative shall, not later than 5 working days after the date of receipt of the Application for Payment, issue to County, with a copy to Contractor, a Certificate for Payment for such amount as County's Representative determines to be properly due.



B. Approval of any part of an Application For Payment may be withheld, a Certificate For Payment may be withheld, and all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment on account of any of the following:

- Defective Work not remedied.
- Third-party claims against Contractor or County arising from the acts or omissions of Contractor or Subcontractors.
- Stop notices.
- Failure of Contractor to make timely payments due Subcontractors for material or labor.
- A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
- Damage to County or Separate Contractor for which Contractor is responsible.
- Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover County's damages for the anticipated delay.
- Failure of Contractor to maintain and update as-built documents.
- Failure of Contractor to submit schedules or their updates as required by the Contract Documents
- Performance of Work by Contractor without properly processed shop drawings.
- Liquidated damages assessed in accordance with Article 8 of the Agreement.
- Any other failure of Contractor to perform its obligations under the Contract Documents.

#### 9.6 Retention

County shall deduct 10% from each Contractor payment as retainage. Retainage may be reduced at the County's discretion, to 5% upon 50% completion of the Work and/or upon recommendation of the Architect/Engineer. All remaining retainage to be paid upon satisfactory completion of all Work, as required by the Contract Documents.

#### 9.7 Beneficial Occupation

County reserves the right, at its option and convenience, to make use of or otherwise occupy all or any part of the Work (Beneficial Occupancy) prior to completion of the Work and upon 10 days' notice to Contractor. Beneficial Occupancy shall be subject to the following conditions:

A. County's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to completion of the Contract.

Prior to Beneficial Occupancy, County will issue a certificate of beneficial occupancy on County's form.

- Beneficial Occupancy by County shall not be construed by Contractor as an acceptance by County of that portion of the Work which is to be occupied.
- Beneficial Occupancy by County shall not constitute a waiver of existing claims of County or Contractor against each other.
- Contractor shall provide, in the areas beneficially occupied and on a 24 hour and 7 day week basis as required, utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with Contractor while the equipment is so operated. Contractor shall submit to County an itemized list of each piece of equipment so operated with the date operation commences.
- The Warrantee Periods, as defined in paragraph 12.3, will commence upon the first date of actual occupancy or use of portions of the Work actually occupied and equipment or systems fully utilized.
- County shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
- County shall pay all utility costs which arise out of the Beneficial Occupancy.
- Contractor shall not be responsible for providing security in areas beneficially occupied.
- County shall use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of Contractor's remaining Work.
- Contractor shall not be required to repair damage caused by County in its Beneficial Occupancy.
- Except as provided in this Article, there shall be no added cost to County due to Beneficial Occupancy.
- Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

#### 9.8 Substantial Completion

A. "Substantial Completion" means the stage in progress of the Work, as determined by the County's Representative, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair County's ability to occupy and fully utilize the Work for its intended purpose.

B. When Contractor gives notice to County's Representative that the Work is substantially complete, unless County's representative determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, County's Representative will inspect the Work, and prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. County's Representative will make an inspection to determine whether the Work is substantially complete. If County Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by County's Representative to determine Substantial Completion. Costs for additional inspection by County's Representative shall be deducted from any monies due and payable to Contractor. Neither tentative nor definitive certificates will be issued. However, the procedures set forth in the above paragraph may be used as a prelude to final acceptance.

C. When County's Representative determines that the Work is Substantially Complete, County's Representative will prepare a Certificate of Substantial Completion in County's format, which, when signed by County, shall establish the date of Substantial Completion and the responsibilities of the County and Contractor for security, maintenance, utilities, insurance, and damage to the Work. Unless otherwise provided in the Certificate of Substantial Completion, the Warrantee Period for the Work covered by the Certificate of Substantial Completion shall commence on the date of Final Payment for the Work. Substantial Completion shall not commence the Warrantee Period for any equipment or systems that:

- Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of a building which the County has neither Beneficially Occupied nor accepted as Substantially Complete; or
- Are not accepted by the County.

The Warrantee Period for systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their acceptance by the County.

## **9.9 Final Completion and Payment**

A. Upon receipt of notice from the Contractor that the Work is ready for final inspection, County's Representative will make such inspection. Final Completion shall be when County's Representative determines that the Work is fully completed and in accordance with the Contract Documents. County will file a Notice of Completion within days after Final Completion. After receipt of the final Application For Payment, if County's Representative determines that Final Completion has occurred, County's Representative will issue the final Certificate For Payment.

B. Neither final payment nor any retention shall become due until Contractor submits the following items to County's Representative:

- The final Application For Payment and all submittals required in accordance with 9.4.
- All guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the project, as-built documents, and all other submittals required by the Contract Documents.

The final payment shall be made, subject to the satisfaction of all other conditions to final payment, within 35 days after the filing of the Notice of Completion.

C. Acceptance of final payment by Contractor shall constitute a waiver of all claims, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment.

# **ARTICLE 10**

## **PROTECTION OF PERSONS AND PROPERTY**

### **10.1 Safety Precautions and Programs**

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **10.2 Safety of Persons and Property**

Contractor shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to employees involved in the Work and other persons who may be affected thereby; the Work in place and materials

and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of Contractor or Subcontractors; and, other property at the Project site and adjoining property. Contractor shall erect and maintain until the acceptance of the Work, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Work Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel. Contractor shall designate a responsible member of Contractor's organization at the Project site whose duty shall be prevention of accidents. That person shall be the Superintendent, unless otherwise designated by Contractor in writing to County and County's Representative. Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

### **10.3 Emergencies**

In an emergency affecting the safety of persons or property, Contractor shall act to prevent or minimize injury, damage, or loss. Contractor shall promptly notify County's Representative, which notice may be oral followed by written confirmation, or the occurrence of such an emergency and Contractor's action.

## **ARTICLE 11**

### **INSURANCE AND BONDS**

#### **11.1 Contractors Insurance**

A Contractor shall purchase and maintain until final payment property insurance upon the Work at the site. This insurance shall include the interest of the County, Contractor, Subcontractors, Engineer and Engineer's Consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "at risk" insurance for physical loss and damages including theft, vandalism, and malicious mischief, and shall include damages, losses and expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (included but not limited to fees and charges of engineers, architects, attorneys and other professionals). All of the policies of insurance (and certificates or other evidence of insurance) required to be purchased by the Contractor will contain a provision that the coverage provided will not be materially changed, cancelled, or renewal refused until at least thirty (30) days prior written notice has been given to the County and Contractor and to each other party to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 11.3.

B Contractor shall purchase and maintain insurance coverage as required within the Schedule of Insurance Requirements of Exhibit GR-A, attached hereto and made part thereof.

C If required in the Schedule of Insurance Requirements of Exhibit GR-A in Part II of the General Requirements of the Specifications, attached hereto and made a part thereof, Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which will include the interests of the County, Contractor, Subcontractors, Engineer, Engineer's Consultants, and any other individuals or entities identified in the Supplemental Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

D If the Work requires entry on any railroad right-of-way, insurance coverage and amount of coverage shall be provided in accordance with the requirements of the railroad.

#### **11.2 Insurance Certificates**

Before any Work at the site is authorized, Contractor shall deliver to the County Engineer, in triplicate, certificates as evidence of insurance which Contractor is required to purchase and maintain in accordance with the Schedule of Insurance Requirements. The certificates delivered by Contractor shall contain for each insurance policy required the following information: policy number, effective date, names and addresses of insureds, type of coverage, limits of liability, location of operations to which insurance applies, and expiration date. In addition, the certificates shall refer to these Contract Documents and state that the policy or policies provide the coverage and the amount of coverage required by the Contract Documents. Further, the certificates shall state that thirty days prior written notice shall be given to County of cancellation or material change in the policy. If County has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, County shall notify Contractor in writing thereof. Contractor shall provide such additional information in respect of information as County may reasonably request, before any Work at the Site is authorized.

### 11.3 Waiver of Rights

A. County and Contractor intend that all policies purchased in accordance with paragraph 11.1 will protect County, Contractor, Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. County and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by County as trustee or otherwise payable under any policy so issued.

B. County waives all rights against Contractor, Subcontractor, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and of them for:

- loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to County's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by County; and
- loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by County during partial utilization pursuant to paragraph 9.7, after Substantial Completion pursuant to paragraph 9.8, or after final payment pursuant to paragraph 9.9.

### 11.4 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 11.2 will be adjusted with County and made payable to County as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 11.3B. County shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement among the parties in interest is reached, the damaged Work shall be repaired or replaced, the money's so received on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. County as fiduciary shall power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to County's exercise of this power. If no such objection is made, County, as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, County as fiduciary shall give bond for the proper performance of such duties.

### 11.5 Performance Bond and Labor/Material Bond

Contractor shall furnish separate Performance and Payment Bonds, each in an amount equal to 100 percent of the Contract Price, on forms included in the Contract Documents as exhibits to the Agreement. The penal sum of each such bond shall be issued by a surety company licensed to do business in South Carolina and listed by the Department of Treasury (also known as a "T" listed surety) with an "A" minimum rating in performance, as stated in the most current publication of Best's Key Rating Guide. Each bond shall be accompanied by a power of attorney, authorizing the attorney in fact to bind the surety certified, in include the date of the bond. The bond shall be dated on or after the date of the contract. The Contractor shall have a maximum of 21 days from the date of notice of intent to award to deliver the performance and payment bonds, certificates of insurance, and the contract to the Owner. Failure to deliver these documents as required shall entitle the Owner to consider the bid unresponsive and declare the bid security forfeited.

## **ARTICLE 12**

### **UNCOVERING AND CORRECTION OF WORK**

#### **12.1 Uncovering of Work**

A If a portion of the Work is covered contrary to County Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by the County's Representative, be uncovered for County Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

B If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which County's Representative has not specifically requested to observe prior to its being covered, County's Representative may request to see such Work and it shall be uncovered and replaced by the Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering the Work and replacing the Work shall be added to the contract sum by Change Order; and if the uncovering and replacing the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or Contract Sum.

#### **12.2 Correction of Defective Work**

Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Warrantee Period and (2) replace, repair, or restore to County's satisfaction any parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from County's Representative or County, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all Losses resulting from such Defective Work, including additional testing, inspection, and compensation for County's Representatives services and expenses. Contractor shall perform corrective Work at such times that are acceptable to County and in such a manner as to avoid, to the extent practicable, disruption to County's activities.

#### **12.3 Warrantee Period**

The Contractor and his Surety shall unconditionally warrant and guarantee all workmanship and materials of the entire Contract to be and remain free of defects for a period of one year from the date of Final Payment.

#### **12.4 Warrantee Inspection**

The Contractor (or General Contractor and requested subcontractors) shall attend a warrantee inspection during the year following project completion. The inspection will be scheduled by the County for a date approximately nine months after the date of the Certificate of Substantial Completion. The Contractor shall take immediate action to remedy all warranty items identified during the inspection.

## **ARTICLE 13**

### **TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **13.1 Suspension of Work**

At any time and without cause, County may suspend the Work or any portion thereof by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract Times equal to the duration of the suspension of the Work.

#### **13.2 Termination for Cause**

- A. The occurrence of any one or more of the following events will justify termination for cause:
- Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 3.9 as adjusted from time to time pursuant to paragraph 8.4);
  - Contractor's disregard of Laws or Regulations of any public body having jurisdiction.
  - Contractor's disregard of the authority of ENGINEER; or
  - Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 13.2.A occur, County may, after giving Contractor (and the surety, if any) seven days written notice, terminate the services of Contractor, exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without Liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which County has paid Contractor but which are stored elsewhere, and finish the Work as County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by County arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to County. Such claims, costs, losses, and damages incurred by County will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph.

C. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which thereafter accrue. Any retention or payment of monies due Contractor by County will not release Contractor from liability.

### **13.3 Termination for Convenience**

A. Upon seven days written notice to Contractor and Engineer, County may, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):

- for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work; for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others.
- for reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

### **13.4 Termination for Non-Appropriations**

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

## **ARTICLE 14**

### **MISCELLANEOUS PROVISIONS**

#### **14.1 Governing Law**

The Contract shall be governed by the laws of the State of South Carolina.

##### **14.1.1 S.C. Law Clause**

Upon award of a contract under this qualification, 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 qualification 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.

#### **14.2 Successors and Assigns**

County and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representative as of such other partying respect to

covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such reassignment, each of the original contracting parties shall remain legally responsible for all its obligations under the Contract.

#### **14.3 Rights and Remedies**

All rights and remedies of County under the Contract are cumulative with all other rights and remedies of County under the Contract or at law or in equity. No act or failure to act by County or County's Representative shall constitute a waiver of a right under the Contract, or approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No waiver by County or County's Representative of any breach or default shall constitute a waiver of any other breach or default nor constitute a continuing waiver. No provision contained in the Contract Documents shall create or give third parties any claims or right of action against County, County's Representative, or Contractor.

#### **14.4 Survival**

The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, and payment obligations, shall remain in full force and effect after Final Completion or any termination of the Contract.

#### **14.5 Complete Agreement**

The Contract Documents constitute the full and complete understanding of the parties and supersede and previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 7.

#### **14.6 Severability of Provisions**

If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

#### **14.7 Notices**

All notices, demands, and other communications given under the Contract shall be in writing addressed to the respective parties at the addresses set forth in the Contract Documents, and shall be deemed given upon actual receipt or, in the case of registered or certified mail, on the date shown on the return receipt when delivery during normal business hours was made or attempted. Addresses may be changed by notice given in accordance with this provision.

#### **14.8 Patents and Royalties**

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of County or Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by County in the Contract Documents. County or Architect/Engineer have no actual knowledge of any license fee or royalty due on any material or equipment specified in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless County, County's officers, agents, employees, Architect/Engineer, Architect's/Engineer's consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that without exception, the Contract Sum shall include all royalties or costs arising from the use of such design device or materials, in any way involved in the Work.

## **ARTICLE 15**

### **STATUTORY LANGUAGE REQUIREMENTS**

#### **15.1 Scope**

The paragraphs under this article 15 contain language mandatory for public contracts under the laws of the State of South Carolina. Nothing in these paragraphs shall be construed to relieve Contractor of responsibility, to comply with all Laws and Regulations as set forth in the Contract Documents.

#### **15.2 Affirmative Action**

During the performance of this Contract, the Contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth revisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.



## SPECIAL PROVISIONS

### Beaufort County Government Center New Parking Lot

1. **The ENGINEER shall verify the amount of work completed on the above referenced projects with the CONTRACTOR before Progress Payments are issued.**
2. **There shall be no pre-qualifications of the Bidders.**
3. **Progress and Shop Drawing Schedules**

Before starting construction the **CONTRACTOR** shall be required to submit a base line project schedule and shop drawings as follows:

- A. Before commencement of work the **CONTRACTOR** shall submit either a computerized schedule in an approved tracking format of the work necessary to complete the project to the **ENGINEER** for review at the time of the preconstruction meeting **OR** a complete construction narrative describing all elements the work including durations and resources necessary for the successful and timely completion of the project. The computerized software if used will be Microsoft Project, SureTrac/Primavera or equal. The schedule shall be a form approved by the **ENGINEER** indicating the estimated start time and end dates of each major item or phase of the work.
  - B. Monthly progress schedule updates are required and may be a bar chart of type acceptable to the **ENGINEER** as to form and substance or a narrative. All costs for furnishing and updating the progress schedule shall be included in the price bid for the various Pay Items scheduled in the Bid Document.
  - C. The **CONTRACTOR** shall also submit to the **ENGINEER** a schedule of Shop Drawing submissions for all fabricated materials which are to be incorporated into permanent construction and which are not furnished by the County. Such Detail drawings shall become property of the County.
  - D. Failure to provide timely updates and shop drawings may result in the withholding of progress payments.
4. **Progress and Job-Site Meetings**
    - A. A **mandatory** Construction Progress Meeting attended by the **CONTRACTOR** and **ENGINEER** will be conducted two weeks after the Notice To Proceed has been issued to the **CONTRACTOR**, followed by **semi-monthly (twice a month)** progress meetings. The meeting time and place will be determined at the Preconstruction meeting prior to the start of construction.
  5. **Survey and Stakeouts**
    - A. The **CONTRACTOR** shall do all surveying and stakeout work required to construct all elements of the Project as stated in the **Supplemental Conditions, Section 104** of the Contract Documents. The **CONTRACTOR** is responsible for the accuracy of all survey

and stakeout work including verification of existing reference points. The **CONTRACTOR** shall furnish any copies of survey notes requested by the **ENGINEER**. This work shall include finish grade and offset stakes, to be set throughout the project and shall be provided by the **CONTRACTOR's** Land Surveyor.

#### 6. **Supervision and Superintendence**

The work and the work site shall be under the direct charge and direction of the **CONTRACTOR**. The **CONTRACTOR** shall give sufficient superintendence to the Work, using the best skill and attention. The **CONTRACTOR** shall at all times keep on the site, during its progress, a necessary Forepersons and Assistants, all satisfactory to the **ENGINEER**. The Superintendent shall represent and have full authority to act for the **CONTRACTOR** in the latter's absence, and the directions given to the Superintendent shall be as binding as though given to the **CONTRACTOR**. The same shall apply to the Forepersons during the absence of both the **CONTRACTOR** and the Superintendent. The Superintendent shall not be changed during the performance of the Work covered by the Contract Documents except with written consent of the **ENGINEER** unless the Superintendent proves to be unsatisfactory to the **CONTRACTOR** and ceases to be in its employ.

- A. Should the **ENGINEER**, at any time, give notice in writing to the **CONTRACTOR** or its representative on the Work that any employee is insolent, disorderly, careless, unobservant of the instructions, dishonest, or in any way a detriment to the satisfactory progress of the Work, such employee shall at once be removed from the Project and not again be allowed to engage in any part of the Work.
- B. The **CONTRACTOR** shall be required to organize, manage, and supervise its own work and to coordinate the work of its subcontractors. On all multi-contract projects, all prime contractors shall be required to organize, manage, and supervise their own work. On all multi-contract projects, all prime contractors shall cooperate with the County and other prime contractors in the overall coordination and supervision of the project.