



Public Facilities Committee Meeting

2021 COMMITTEE OBJECTIVES

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

Chairman

STU RODMAN

Vice Chairman

YORK GLOVER

Committee Members

CHRIS HERVOCHON
BRIAN FLEWELLING
MARK LAWSON

Interim County Administrator

ERIC GREENWAY

Clerk to Council

SARAH W. BROCK

Staff Support

CHUCK ATKINSON
JARED FRALIX

Administration Building

Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact

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

Public Facilities Committee Agenda

Monday, March 15, 2021 at 3:00 PM

****or immediately following the Finance Committee no sooner than 3:00****

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

ALL OF OUR MEETINGS ARE AVAILABLE FOR VIEWING ONLINE AT WWW.BEAUFORTCOUNTYSC.GOV AND CAN ALSO BE VIEWED ON HARGRAY CHANNELS 9 AND 113, COMCAST CHANNEL 2, AND SPECTRUM CHANNEL 1304

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 – FEBRUARY 16, 2021

INFORMATION ITEMS

6. FUNDING DIRT ROAD PAVING WITH TAG FUNDS AND REPAVING WITH C-FUNDS
7. PUBLIC WORKS LEGACY ROADS AND DRAINAGE (\$878,377.00)
8. RFP SOLID WASTE AND RECYCLING COLLECTION AND PROCESSING
9. CONVENIENCE CENTER CHANGES AND DECAL SYSTEM UPDATE

ACTION ITEMS

10. RECOMMENDATION OF AWARD FOR IFB 012621E DIRT ROAD PAVING CONTRACT #52 (YEAR 2 - \$2,077,409)
11. PROPOSED ORDINANCE ESTABLISHING A SOLID WASTE FEE WITHIN THE ENTERPRISE FUND
12. MEMORANDUM OF AGREEMENT BETWEEN BEAUFORT COUNTY AND THE BLUFFTON TOWNSHIP FIRE DISTRICT (BTFD) FOR THE SUN CITY EMS/FIRE STATION 34 RENOVATION PROJECT
13. PATHWAYS PUBLIC MEETING NO. 1 SUMMARY AND REVISED RECOMMENDATION
14. RECOMMENDATION OF AWARD FOR RFQ #092520E; A&E SERVICES; BUCKWALTER RECREATION ATHLETIC COMPLEX EXPANSION (BRACE) PHASE 1 (\$665,930)
15. PURCHASE OF ADDITIONAL NUTANIX HCI SERVER SYSTEM NODES (\$132,940.18)

DISCUSSION ITEMS

- 16. DISCUSSION REGARDING 278 OVERSIGHT
 - [17.](#) MEMORANDUM OF AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND (TOHHI) FOR THE SUMMIT DRIVE/GATEWAY CIRCLE TRAFFIC IMPROVEMENT PROJECT DISCUSSION
 - [18.](#) HILTON HEAD ISLAND AIRPORT (HXD) TERMINAL FUNDING DISCUSSION (FISCAL IMPACT: TBD)
 - [19.](#) RENEWAL OF COURTHOUSE PARKING LOT LEASE FOR A TEN YEAR RENEWABLE TERM.
 - [20.](#) PUBLIC WORKS SIGNAL MAINTENANCE AGREEMENT (SMA) WITH SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SC DOT).
-

CITIZEN COMMENTS

- 21. CITIZENS MAY JOIN VIA WEBEX USING THE LINK AND MEETING INFORMATION BELOW:

[MEETING LINK](#)

Meeting number (access code): 161 085 7680

Password: BC123

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

- 22. ADJOURNMENT



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF MINUTES
MEETING NAME AND DATE:
PUBLIC FACILITIES COMMITTEE MEETING <ul style="list-style-type: none">MARCH 15, 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN RODMAN
ITEM BACKGROUND:
PUBLIC FACILITIES COMMITTEE MEETING <ul style="list-style-type: none">FEBRUARY 16, 2021
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF APPROVAL FOR PUBLIC FACILITIES MINUTES FROM FEBRUARY 16, 2021.
FISCAL IMPACT:
NONE
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY, OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) PUBLIC FACILITIES COMMITTEE MINUTES FROM FEBRUARY 16, 2021.



Public Facilities Committee Meeting

Chairman
STU RODMAN

Vice Chairman
YORK GLOVER

Committee Members
CHRIS HERVOCHON
BRIAN FLEWELLING
MARK LAWSON

Interim County Administrator
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Public Facilities Committee Minutes

Tuesday, February 16, 2021 at 3:00 PM

PRESENT

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

ABSENT

Council Member Lawrence McElynn
Council Member Logan Cunningham

CALL TO ORDER

Chairman Rodman called the meeting to order at 3:28 PM

PLEDGE OF ALLEGIANCE

Chairman Rodman led the Pledge of Allegiance.

FOIA

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

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Motion: It was moved by Committee Vice-Chair Glover, seconded by Council Member Lawson to approve January 19, 2021 minutes. The motion was approved without objection.

INFORMATION ITEMS

US 278 Corridor Update

Craig Winn, SCDOT, ** Read the presentation on the 278 Project. **

Status: For Informational Purposes Only

County Transportation Committee Update (CTC)

Kraig Gordon, Chairman of Beaufort County Transportation Committee, provided an update on the 5- year paving program, 6 to 10-year study, and road pavement throughout Beaufort County.

Status: Informational Purposes Only

Update On Convenience Center Changes and Decal System

Cindy Carter provided an update on the Convenience Center changes and Decal System since the implementation in January.

Status: For Informational Purposes Only

ACTION ITEMS

Renewal of Hilton Head Island Airport Mutual Aid Agreement with the Town of Hilton Head for coordinated Fire Rescue Services (no fiscal impact)

Jon Rembold stated the Town of Hilton Head and Beaufort County find it desirable to enter into a Mutual Aid Agreement for the following purposes:

- Protection of lives and property within the Town and the County;
- To augment the capabilities of each Department;
- To clarify their respective roles and responsibilities when dealing with emergencies both on and off of Airport property.

This item was presented to and approved by the Airports Board at the meeting on January 21, 2021.

Motion: It was moved by Committee Vice-Chair Glover, seconded by Council Member Howard Renewal of Hilton Head Island Airport Mutual Aid Agreement with the Town of Hilton Head for coordinated Fire Rescue Services for no fiscal impact. The motion was approved without objection.

Recommendation of Award for IFB #120820E Beaufort County Road Resurfacing Year 4 Asphalt Rejuvenator (\$201,366)

Jared Fralix stated a pavement condition report was prepared by F&ME Consultants dated July 19, 2017. This report serves as a basis for evaluating pavement maintenance and preservation methods for Beaufort County roadway network. Based on this report, the following roads were identified in the year 4 paving plan for asphalt rejuvenator:

1. Bluffton Parkway –Buckwalter Parkway to Buck Island Road
2. Buckwalter Parkway –Fording Island Road to May River Road

Item was approved at the County Transportation Committee Meeting on January 20, 2021.

Motion: It was moved by Council Member Passiment, seconded by Committee Vice-Chair Glover to move forward to County Council for approval for Award for IFB #120820E Beaufort County Road Resurfacing Year 4 Asphalt Rejuvenator for \$201,366. The motion was approved without objection.

Recommendation of Award for IFB#121720E Roadway Pavement Condition Survey (\$332,700)

Jared Fralix stated in 2016, Beaufort County contracted with F&ME Consultants, Inc. to perform a Pavement Condition Survey (PCS) on the County's maintained roadway network. A report was provided that included information pertaining to the methodology used to perform the PCS and analysis, as well as survey results. The PCS information served as a basis for evaluating pavement maintenance and preservation methods for the roadway network, and for establishing recommendations for a five-year, fiscally constrained, pavement maintenance and preservation program. As Beaufort County enters year 4 of the five-year program, an update is needed to continue the pavement evaluation and management program for maintenance and preservation which has proven successful to date. Item was approved at the County Transportation

Committee Meeting on January 20, 2021. In addition to this program, Beaufort County is evaluating the condition of pavement markings and RPM's on County and Municipal roads to establish a five-year plan. The consultant will provide a condition report, priority listing, and recommendations for replacement on a yearly basis.

Motion: It was moved by Council Member Passiment, seconded by Committee Vice-Chair Glover to move forward to County Council to Award for IFB#121720E Roadway Pavement Condition Survey of \$332,700. The motion was approved without objection.

Recommendation of Award for IFB #121020E Beaufort County Road Resurfacing Year 4 (\$1,607,321)

Jared Fralix stated a pavement condition report was prepared by F&ME Consultants dated July 19, 2017. This report serves as a basis for evaluating pavement maintenance and preservation methods for Beaufort County roadway network. On December 10, 2020, Beaufort County received two bids for IFB #121020E, and of the two Eurovia Atlantis Coast, LLC, DBA Blyth was the lowest most responsive bidder for the project. Item was approved at the County Transportation Committee Meeting on January 20, 2021.

Motion: It was moved by Council Member Passiment, seconded by Committee Vice-Chair Glover to move forward to County Council for approval to Award for IFB #121020E Beaufort County Road Resurfacing Year 4 of \$1,607,321. The motion was approved without objection.

Memorandum of Agreement between Beaufort County and the Town of Hilton Head Island (ToHHI) for the Summit Drive/Gateway Circle traffic improvement project (\$41,066.60)

Dave Wilhelm stated Beaufort County operates a solid waste and recycling convenience center on property owned by the To HHI. Summit Drive is a two-lane paved road that provides access not only to the convenience center but also to many businesses. The very high volume of vehicles using the convenience center causes traffic problems on Summit Drive. The HHI completed a design to realign Summit Drive that will create a bypass around the convenience center. This new alignment will allow traffic to flow unimpeded around the center. The current Summit Drive pavement will remain, serving as an access road dedicated solely for users of the convenience center.

Motion: It was moved by Committee Vice-Chair Glover, seconded by Council Member Lawson to approved the Memorandum agreement between Beaufort County and the Town of Hilton Head Island (ToHHI) for the Summit Drive/Gateway Circle traffic improvement project of \$41,066.60. The motion was approved without objection.

Recommendation of award of the Security Gate Upgrades at the Hilton Head Island Airport (\$70,751.91)

Jared Fralix stated this project provides an upgrade to the manual drive-through gates located at Hilton Head Airport. The MEDIVAC gate upgrade provides automatic entry for first responders when conducting Life Flight operations. With the addition of the Airport Security office to 14 Hunter Road, an automatic security gate satisfies the requirement for an automatic, monitored video and controlled keypad entry for personnel requiring badging and entry to the airport.

Motion: It was moved by Committee Vice-Chair Glover, seconded by Council Member Lawson to award the Security Gate upgrades at the Hilton Head Island Airport. The motion was approved without objection.

Recommendation to Award Access Control and Security Cameras Contract for New Arthur Horne (\$92,274.07)

Jared Fralix stated this project consists of furnishing and installing access control devices (card readers, magnetic locks, electric strikes etc.) and security cameras, as designed, throughout the new Arthur Horne

building. Code Lynx Software and Security is on the South Carolina State Contract for AV products and services along with security, CCTV and access control services.

Motion: It was moved by Committee Vice-Chair Glover, seconded by Council Member Lawson to award Access Control and Security Cameras Contract for New Arthur Horne of \$92,274.07. The motion was approved without objection.

Request to purchase insecticide for mosquito control (\$92,693.45)

Jared Fralix stated mosquito Control requests the purchase of a public health insecticide (100 cases) used to control mosquito breeding throughout the underground Stormwater systems. These mosquitoes are potential vectors of West Nile virus. Staff will apply the product from April to June 2021 throughout the entire County. Since 2004, these treatments represent the most important pro-active strategy to minimize the risk of West Nile virus.

Motion: It was moved by Council Member Flewelling, Seconded by Committee Vice-Chair Glover purchase insecticide for mosquito control for \$92,693.45. The motion was approved without objection.

Recommendation of Award for IFB #010821 – Evergreen Regional Pond (\$746,602.88)

Jared Fralis stated as development pressures increase in the County, there is a continuous need to protect our creeks and rivers in the area. Therefore, Beaufort County Stormwater applied and received a Federal 319 Grant in an agreement with SC Department of Health and Environmental Control (DHEC) to build a Stormwater pond upstream of the Okatie River to treat runoff from Highway 170. Beaufort County Stormwater has recommended the contract for construction be awarded to CBG, Inc. the lowest, most responsible bidder.

Motion: It was moved by Council Member Lawson, seconded by Council Member Passiment to move forward to County Council for approval to award for IFB #010821 – Evergreen Regional Pond for \$746,602.88. The motion was approved without objection.

Consideration of Public Facilities Committee 2021 Objectives

Chairman Rodman presented the Public Facilities Committee 2021 Objectives with a 10-year plan.

1. Transportation Plan
2. Solid Waste and Recycling Plan
3. County Facilities
4. Airports
5. Daufuskie Ferry
6. Capital Plan

Motion: It was moved by Committee Vice-Chair Glover, seconded by Council Member Lawson to approve Public Facilities' objectives with a 10-year plan. The motion was approved without objections.

BOARDS AND COMMISSIONS

Consideration of Reappointment for Joseph Stroman for The Beaufort County Transportation Committee

Motion: It was moved by Council Member Flewelling, seconded by Council Member Howard to move forward to County Council for approval of the reappointment for Joseph Stroman for The Beaufort County Transportation Committee. The motion was approved without objection.

Consideration of Reappointment for James Backer to Beaufort County Transportation Committee

Motion: It was moved by Council Member Flewelling, seconded by Council Member Howard to move forward to County Council for approval to the reappointment for James Backer to Beaufort County Transportation Committee. The motion was approved without objection.

Consideration of Reappointment to the Beaufort County Transportation Committee for Stephen Hill

Motion: It was moved by Council Member Flewelling, seconded by Council Member Howard to move forward to County Council for approval of the reappointment to the Beaufort County Transportation Committee for Stephen Hill. The motion was approved without objection.

Consideration for Reappointment of Marc Feinberg to Stormwater Management Utility Board

Motion: It was moved by Council Member Flewelling, seconded by Council Member Howard to move forward to County Council for approval of the Reappointment of Marc Feinberg to Stormwater Management Utility Board. The motion was approved without objection.

Consideration of Appointment for Jeff Althoff to Keep Beaufort County Beautiful Board

Motion: It was moved by Council Member Flewelling, seconded by Council Member Howard to move forward to County Council for approval of the appointment for Jeff Althoff to Keep Beaufort County Beautiful Board. The motion was approved without objection.

CITIZEN COMMENTS**Citizens Comments**

No Citizens Comments

ADJOURNMENT

The meeting adjourned at 4:36 PM



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Public Works Legacy Roads and Drainage Situational Awareness. (\$878,377.00)
MEETING NAME AND DATE:
Public Facilities - March 15, 2021
PRESENTER INFORMATION:
Jared Fralix, ACE – Engineering Neil Desai, P.E - Public Works Director (<i>Alternate</i>) (10 min)
ITEM BACKGROUND: FOR DISCUSSION ONLY
<i>Public Facilities Committee presentation – March 15th, 2021</i>
PROJECT / ITEM NARRATIVE: Drainage Component
Due to Beaufort County Stormwater Infrastructure section having a limited field staff, vast geographical area and vacant positions, it is that much more critical to prioritize work being performed. Based on a preliminary analysis of cost for drainage maintenance work being done within and outside of established drainage easements, it was found the County uses staff, equipment, and funds to the sum of approximately \$878,377.00 on work being performed outside of County owned easements. This item was discussed briefly at the Council Retreat both this year and last year.
FISCAL IMPACT:
<i>Beaufort County Stormwater is spending approximately \$878,377.00 in Stormwater Utility Fees to maintain drainage ditches outside of County Easements.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff intends to brief Beaufort County Council to formalize a plan to both pursue formalized drainage easements and halt maintenance of existing drainage conveyances that are non-essential to Beaufort County stormwater infrastructure.
OPTIONS FOR COUNCIL MOTION:
<i>No motions needed at this time.</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Public Works Legacy Roads and Drainage Situational Awareness. (\$741,103)
MEETING NAME AND DATE:
Public Facilities - March 15, 2021
PRESENTER INFORMATION:
Jared Fralix, ACE – Engineering Neil Desai, P.E - Public Works Director (<i>Alternate</i>) (10 min)
ITEM BACKGROUND: FOR DISCUSSION ONLY
<i>Public Facilities Committee presentation – March 15th, 2021</i>
PROJECT / ITEM NARRATIVE: Legacy Road Component
Beaufort County Roads & Drainage (North & South) has a limited field staff, vast geographical area, and a finite number of large motor graders; therefore, it is important to prioritize work being performed on dirt roads. Beaufort County currently maintains Legacy dirt roads that have no formal instrument of ownership so the County’s responsibility on Legacy Road is maintenance only with no improvements. This policy was adopted on in the early 1990s. A preliminary analysis of cost for grading legacy road was conducted and it was found the County uses staff, equipment, and funds to the sum of approximately \$741,103 on road grading being performed outside of County owned dirt roads. This item was discussed briefly at the Council Retreat both this year and last year.
FISCAL IMPACT:
<i>Beaufort County Public Works Department is spending approximately \$741,103.54 in general fund to maintain dirt roads not owned by Beaufort County.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff intends to brief Beaufort County Council existing program that brings private roads into the Beaufort County road system and halt maintenance of existing legacy roads that Beaufort County does not own.
OPTIONS FOR COUNCIL MOTION:
<i>No motions needed at this time.</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Solid Waste and Recycling Recyclables Collection and Processing RFP
MEETING NAME AND DATE:
Public Facilities Committee – March 15, 2021
PRESENTER INFORMATION:
David Wilhelm – Special Projects Director (Time Needed for Item Discussion = 10 minutes)
ITEM BACKGROUND:
Approximately 3,500 tons of source separated recyclable materials are collected at the convenience centers annually. Recyclable materials consist of plastic, mixed paper, cardboard, mixed metals and glass. Waste Management currently has the contract to provide this service. The initial term of the contract with Waste Management expires July 31, 2021, with two one-year options to extend the contract. FY21 budget for this item was \$880,000.
PROJECT / ITEM NARRATIVE:
Staff has issued a Request For Proposals for this service. The RFP will have the same terms and conditions as the existing contract, requiring the successful vendor to provide timely collection of the materials and processing to respective recycling markets. Landfilling of the materials will not be allowed. The due date for the RFP will be April 16, 2021.
FISCAL IMPACT:
To be determined based on the proposed costs.
STAFF RECOMMENDATIONS TO COUNCIL:
This item is being presented for information only. A recommendation for contract award will be made at the May 17 Public Facilities Committee meeting.
OPTIONS FOR COUNCIL MOTION:
This item is being presented for information only. There are no options for a council motion at this time.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Update on Convenience Center changes and Decal System
MEETING NAME AND DATE:
Public Facilities Committee – March 15, 2021
PRESENTER INFORMATION:
Cindy Carter, Solid Waste and Recycling Director Jared Fralix, ACA-Engineering (Alternate) (Time Needed for Item Discussion = 5 minutes)
ITEM BACKGROUND:
Implementation of operational changes to the Beaufort County Convenience Centers as reflected in the Goldsmith report of November 2019. New hours and days of operation began October 1, 2020. Closure of Pritchardville and Gate Centers December 31, 2020. Decal system initiated January 2, 2021
PROJECT / ITEM NARRATIVE:
Progress Update
FISCAL IMPACT:
Pending: Cost impact to be evaluated after implementation of Convenience Center changes and effective Decal System.
STAFF RECOMMENDATIONS TO COUNCIL:
Update only
OPTIONS FOR COUNCIL MOTION:
Update only



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award for IFB 012621E Dirt Road Paving Contract #52 (Year 2)
MEETING NAME AND DATE:
Public Facilities Committee – March 15, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA - Engineering (5 mins)
ITEM BACKGROUND:
Resolution 2019/24 established a 5 year Dirt Road paving program. Resolution 2021/1 amended this resolution changing the remaining 4 years of the program. Year two of the program now includes: Wright Place, Wickecliff Place, David Green Road and Harrison Island Road.
PROJECT / ITEM NARRATIVE:
On February 4, 2021 Beaufort County received one bid for IFB #011621E Dirt Road Paving #52 (year 2) from J. H. Hiers Construction. Analysis of the bid revealed no apparent cause for rejection. The bid at \$2,077,409 was under the Engineers Estimate of \$2,163,828. The Team of J. H. Hiers and Andrews Engineering have been building the County roads since 2004.
FISCAL IMPACT:
J. H. Hiers bid of \$2,077,409 with a 7% contingency for mucking and other unforeseen conditions totaling \$145,418 combines for a project total of \$2,222,827. The project will be funded from TAG Fees fund balance with a current balance of \$6,716,639.04.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends award of IFB 012621E Dirt Road Paving #52 (Year 2) to J. H. Hiers Construction.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award IFB 012621E Dirt Road Paving #52 (Year 2) to J. H. Hiers Construction.
<i>Next Step: Move approved recommendation forward to County Council March 22, 2021</i>



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY PURCHASING DEPARTMENT
106 Industrial Village Road, Beaufort, SC 29901

Exhibit 2- Revised Bid Form (Addendum #1)
Dirt Road Paving Contract #52 IFB #012621E

Road Name:	Total Cost:
Wright Place	\$ <u>459,065.64</u>
Wickecliff Place	\$ <u>217,430.18</u>
David Green Road	\$ <u>592,606.20</u>
Harrison Island Road	\$ <u>808,307.80</u>
Grand Total:	\$ <u>2,077,409.82</u>

Alternate:

Pointe Vista Road	\$ <u>278,001.10</u>
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* Total costs to include complete scope of services to include but not limited to

- Surveying
- Subsurface investigation and geotechnical evaluation
- Engineering
- Permitting
- Construction inspections
- SWPPP Inspections
- Construction
- As-Built Survey



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY PURCHASING DEPARTMENT
106 Industrial Village Road, Beaufort, SC 29901

Exhibit 2- Revised Bid Form

Unit Prices

- | | |
|---|----------------------|
| | \$40.00 / CY |
| 1. Muck and Fill | \$ /CY Removal & |
| disposal of unsuitable material and replacing with structural fill materials compacted
as required per specification. Bank CY measure. | |
| | \$6,325 / Apron |
| 2. Driveway Apron | \$ /Apron Excavation |
| & backfill for drainage swale, installation of driveway culvert, graded aggregate
base and standard road section asphalt pavement. | |

RESOLUTION 2021 / 01

A RESOLUTION AMENDING BEAUFORT COUNTY’S PRIORITIZED 5 YEAR DIRT ROAD PAVING PROGRAM.

WHEREAS, on June 10, 2019 Beaufort County Council adopted a prioritized 5 year dirt road paving program; and

WHEREAS, throughout the progress of the program, priorities have changed due to several unforeseeable factors when adopted as follows:

- (1) A petition for County portion of Eddings Point Road to be classified as a private road was approved by Beaufort County Council on October 26, 2020; and
- (2) Right of way acquisition is still underway on Davis Road and Twickenham Road; and
- (3) Due to a lack of funding, Year 1 was unable to be phased, therefore; has been reclassified as Year 2; and
- (4) At the request of Daufuskie Island Council a graded aggregate road surface will be provided in lieu of asphalt pavement. Frances Jones Road will be substituted for Prospect Road. All roads on Daufuskie Island will be completed together in order to save on contractor mobilization and hauling costs; and
- (5) The paving of Graves Road is a part of the Pepperhall Development Agreement approved by Beaufort County Council on February 1, 2019 and amended August 10, 2020.

WHEREAS, the improvement of County owned dirt roads enhances the quality of life for County residents; and

WHEREAS, improvements to these dirt roads provide better all-weather performance and reduces annual maintenance costs of those roads; and

WHEREAS, the program priorities are based upon objective criteria to provide the best use of the limited funds established for this purpose; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council establishes the amended prioritized 5 Year Dirt Road paving program as attached:

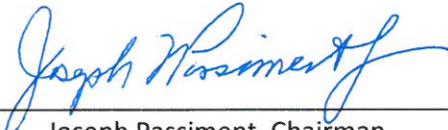
Adopted this 11th day of January, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

Attest:



Sarah Brock, Clerk to Council

By: 

Joseph Passiment, Chairman

Beaufort County Dirt Road Paving - 5 Year Plan - Revised

23-Nov-20

Year 1 In Progress

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ACTUAL COSTS
Dirt Road Paving #51A							
5	Rice Road	0.25	complete	79.96	5	Broad River Blvd to Inwood Plantation Rd.	\$ 382,518
3	Salicornia Drive	0.29	complete	70.27	9	Marsh Hawk Dr to Terminus	\$ 424,092
3	Wards Landing Road	0.44	complete	64.52	17	Sea Island Pkwy to Worthington Rd	\$ 559,854
1	George Williams Lane	0.62	complete	95.17	2	Wm. Campbell Ln to Kelly Rd	\$ 729,697
Miles 51A		1.60				Contract #51A	\$ 2,096,161
							Year 1 - cost per mile
							\$ 1,310,101

Year 2 Recommendations (BP #52)

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
10	Wright Place	0.24	complete	78.90	7	Squire Pope to Terminus	\$ 330,145
5	Wickecliff Place	0.08	complete	67.11	13	Palomino Dr to Terminus	\$ 110,048
3	David Green Road	0.46	complete	68.70	11	Capers Island to Terminus	\$ 632,779
6	Harrison Island Road	0.65	underway	95.73	1	Pinckney Colony to Terminus	\$ 894,144
Total Miles		1.43				Cost Estimate Total	\$ 1,967,116
							Year 2 - Estimate
							\$ 1,375,606

Year 3 Recommendations (BP #53)

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
1	Twickenham Road	0.92	underway	80.36	4	Old Sheldon Church to Terminus	\$ 1,301,716
1	Northview Drive	0.42	none	75.26	8	Perry Clear Dr to Northview Dr (Pvt)	\$ 594,262
7	Rainbow Road	0.32	none	67.88	12	Gibbet Rd to Rainbow (Pvt)	\$ 452,771
Total Miles		1.66				Cost Estimate Total	\$ 2,348,748
							Year 3 - Estimate
							\$ 1,414,909

Year 4 Recommendations (BP #54) - *minor grading for drainage & 6" GABC*

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
9	Frances Jones	0.35	none	69.16	10	Pappy's Landing to Billy Burn Ln	\$ 420,000
9	Church Road	0.63	none	66.09	14	Haig Point Rd to School Rd	\$ 756,000
9	School Road	1.58	none	65.20	15	Benjies Point Rd to Oakridge Ln	\$ 1,896,000
Total Miles		2.56				Cost Estimate Total	\$ 3,072,000
							Year 4 - Estimate
							\$ 1,200,000

Year 5 Recommendations (BP #55)

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
3	James D Washington	0.70	complete	63.54	18	Storyteller Rd to Orange Grove Rd.	\$ 1,054,631
5	Leo Green Road	0.38	underway	61.64	19	Broad River Blvd to Leo Green (Pvt)	\$ 572,514
2	Dolphin Watch Point	0.07	complete	60.66	20	Coosaw River Dr to Palmetto Grove Ln	\$ 105,463
Total Miles		1.15				Cost Estimate Total	\$ 1,732,608
							Year 5 - Estimate
							\$ 1,506,616



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Solid Waste and Recycling Enterprise Fund Rate Study – Tischler Bise
MEETING NAME AND DATE:
Public Facilities Committee – March 15, 2021
PRESENTER INFORMATION:
Colin McAweeney – Tischler Bise Jared Fralix, P. E. ACA – Engineering (Time Needed for Item Discussion = 15 minutes)
ITEM BACKGROUND:
An Enterprise Fund Ordinance for Solid Waste and Recycling had 3 readings from County Council: 1 st Reading May 11, 2020; 2 nd Reading May 26, 2020 and 3 rd Reading June 8, 2020. Re: Ordinance 2020/19. Tischler Bise presented the Fee Study dated January 19, 2021. Unanimous approval vote but vote later postponed during the meeting per discussion of commercial improved properties and the decal system.
PROJECT / ITEM NARRATIVE:
Tischler Bise presented options for a fee associated with the Solid Waste and Recycling Enterprise Fund Ordinance. Report dated January 19, 2021. The fee would be implemented for budget year FY22.
FISCAL IMPACT:
The Ordinance and associated fee structure will take approximately 10 million dollars out of the current General Fund and Department operations will be supported by the new Enterprise Fund.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the Tischler Bise Solid Waste and Recycling Enterprise Fund Rate Study
OPTIONS FOR COUNCIL MOTION:
Motion to approve the Tischler Bise Enterprise Fund Rate Study. Motion to deny the Tischler Bise Enterprise Fund Rate Study.
Next Step – Move forward to County Council meeting March 21, 2021.

Solid Waste Enterprise Fee

Item 11.

Beaufort County, SC
January 19th, 2021



TischlerBise
FISCAL | ECONOMIC | PLANNING

Solid Waste Fee Study

- Solid Waste Fee Cost Components
 - Personnel costs
 - Operating costs
 - Operating reserves
 - Capital needs
 - Growth & inflationary factors

Solid Waste Fee Study

- Personnel and operating costs include current budgeted amounts and additional needs for enterprise fund operations

Solid Waste Personnel Costs	FY2021
Current Direct Personnel Costs	\$1,507,000
Additional Direct Personnel Needed	\$448,000
Solid Waste Personnel Costs	\$1,955,000

Solid Waste Operating Costs	FY2021
Current Non-Personnel Operating Costs	\$7,793,000
Indirect Overhead Costs	\$559,000
Solid Waste Non-Personnel Operating Costs	\$8,352,000

Solid Waste Operating Costs	FY2021
Total Solid Waste Annual Operating Cost	\$10,307,000

Solid Waste Fee Study

- Operating reserve
 - 90 days of operating budget (25%)
 - For comparison, Beaufort County General Fund policy (30%)

Beaufort County	FY2021
Operating Reserve (90-Day Reserve, 25%)	\$2,541,000

Solid Waste Fee Study

- Capital Needs
 - \$2M annually
 - Will increase annually with construction costs

Beaufort County	FY2021
Solid Waste Capital Needs	\$2,000,000

Solid Waste Fee Study

- Cost Projections
 - Housing growth and inflation included to ensure fee doesn't requiring adjusting for 5 years

Cost Components	2021	2022	2023	2024	2025
Personnel Costs	\$1,955,000	\$2,041,000	\$2,131,000	\$2,223,000	\$2,319,000
Operating Costs	\$8,352,000	\$8,719,000	\$9,103,000	\$9,494,000	\$9,902,000
Operating Reserve (90-Day Reserve, 25%)	\$2,541,000	\$2,653,000	\$2,770,000	\$2,889,000	\$3,013,000
<i>Operating Subtotal</i>	<i>\$12,848,000</i>	<i>\$13,413,000</i>	<i>\$14,004,000</i>	<i>\$14,606,000</i>	<i>\$15,234,000</i>
Capital Facility Project Needs	\$2,000,000	\$2,080,000	\$2,163,000	\$2,250,000	\$2,340,000
<i>Capital Subtotal</i>	<i>\$2,000,000</i>	<i>\$2,080,000</i>	<i>\$2,163,000</i>	<i>\$2,250,000</i>	<i>\$2,340,000</i>
Grand Total	\$14,848,000	\$15,493,000	\$16,167,000	\$16,856,000	\$17,574,000

	<i>Inflation</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
Personnel Costs (ENR Common Labor Index, 5-Year Average)		2.5%	2.5%	2.5%	2.5%
Operating Costs (ENR Common Labor Index, 5-Year Average)		2.5%	2.5%	2.5%	2.5%
Capital Facility Project Needs (Based on Solid Waste staff estimates)		4.0%	4.0%	4.0%	4.0%
Housing Growth (Beaufort County TAZ database)		1.9%	1.9%	1.8%	1.8%

Solid Waste Fee Study

- Single-Tiered Fee Structure Option
- Countywide Fee
 - \$14/month, \$169/year

Beaufort County Solid Waste Enterprise Fee	
5-Year Average Annual Budget	\$16,188,000
5-Year Average Countywide Housing Total	95,771
Cost per Housing Unit/Month	\$14.09

Note: The annual cost per housing unit is \$169

Solid Waste Fee Study

- Revenue Projections
- Fee per unit is applied to housing growth
- 100% cost recovery

5-Year Total Costs	\$80,938,000
---------------------------	---------------------

Year	Households	Revenue \$169
2021	92,266	\$15,600,000
2022	94,018	\$15,897,000
2023	95,771	\$16,193,000
2024	97,523	\$16,489,000
2025	99,275	\$16,785,000

Total Revenue	\$80,964,000	
Total Cost	\$80,938,000	
Difference	\$26,000	0.0%

Solid Waste Fee Study

- Comparison to other Solid Waste fees
 - Comparables **own their landfill**
 - Beaufort County is paying a private landfill in Jasper County
- A charge by weight is another common fee structure
 - However, fixed fees are more reliable for future cash flow projections and more convenient for users

Solid Waste Districts	Monthly Fee per Household
Solid Waste Authority of Palm Beach County [1]	\$15
Beaufort County - Proposed	\$14
Three Rivers Solid Waste Authority [2]	\$12

Note: The comparable districts own their own landfill, Beaufort County is paying a private landfill in Jasper County.

[1] Palm Beach, FL

[2] Nine counties in South Carolina in the Upper and Lower Savannah River Council of Counties

Solid Waste Fee Study

- Two-Tiered Fee Structure Option
 1. A fee for disposal and capital improvements
 - Countywide
 2. A fee for convenient center operations
 - Excludes City of Beaufort, Town of Port Royal, and Town of Bluffton

Beaufort County Solid Waste Enterprise Fee	
Countywide Disposal and Capital Budget	\$13,795,000
Countywide Housing Total	95,771
Cost per Housing Unit/Month	\$12.00

Note: The annual cost per housing unit is \$144

Beaufort County Solid Waste Enterprise Fee	
Convenience Center Operations	\$3,002,000
Housing Total excluding Municipalities [1]	77,968
Cost per Housing Unit/Month	\$3.21

[1] City of Beaufort, Town of Port Royal, and Town of Bluffton

Note: The annual cost per housing unit is \$39

Under this option,

- Residents of Beaufort, Port Royal, and Bluffton would be \$12/month
- All other residents would be \$15.21/month (\$12 + \$3.21)

Comments/Questions



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Memorandum of Agreement between Beaufort County and The Bluffton Township Fire District (BTFD) for the Sun City EMS/Fire Station 34 renovation project
MEETING NAME AND DATE:
Public Facilities Committee, March 15, 2021
PRESENTER INFORMATION:
Jared Fralix – Assistant County Administrator, Engineering (5 mins)
ITEM BACKGROUND:
Both Beaufort County EMS and the Bluffton Township Fire District (BTFD) operate first responder teams out of the Sun City Station. The current facility is space limited for the number of personnel assigned. It has no workout area, no room for ambulance restocking machines, and no clinic facility for walk-ins (a significant need next to the retirement community being served). It is deficient in the areas of kitchen, community room, biohazard handling, and office space. Finally, it has a bay for bunks but does NOT have individual bunk rooms which are preferable for separation/privacy and for containment/spread of illness.
PROJECT / ITEM NARRATIVE:
Beaufort County EMS and BTFD have tentatively agreed to equally fund a two-phase construction project. Phase I would build a new East Wing which would include: bunk rooms (8), bathrooms (male/female), laundry, and exercise rooms. Phase II would renovate the existing West Wing which would house the new clinic, new equipment vending area, and improved office space, community room, and kitchen. The project would also include a facility generator to keep it operational during inclement weather power outages.
FISCAL IMPACT:
Following the Architecture and Engineering design, the estimate for the project is approximately \$1,000,000 (subject to bid process/ selection). Of that amount, the MOA provides for BTFD and BC sharing the costs equally. Beaufort County's contribution will be funded from the 2017 GO Bond.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval and execution of the Memorandum of Agreement between Beaufort County and the Bluffton Township Fire District for the Sun City EMS/Fire Station 34 renovation project.
OPTIONS FOR COUNCIL MOTION:
Motion to recommend approval/deny the Memorandum of Agreement between Beaufort County and the Bluffton Township Fire District for the Sun City EMS/Fire Station 34 renovation project. <i>(Next step – move forward to County Council for review/approval.)</i>

ARTICLE I

1. SCOPE OF WORK.

The Parties agree to be mutually financially responsible for the Work on the Facility. The Facility shall be occupied by both the BTFD and the EMS, whereby common space shall be mutually used and each entity shall be provided designated space for storing and maintaining equipment.

The County agrees to the Work on the Facility on or before Jan 1, 2022, and to diligently complete the Work of the Facility thereafter. The County agrees to keep BTFD advised as to the progress of the Work on the Facility and to work with BTFD to ensure the Facility is renovated/expanded in the manner as described herein.

The Work is intended to be in two phases to allow continued occupation of the Facility and operation of the Facility for both Parties. The County agrees to keep BTFD advised with respect to scheduling and status of permits to ensure a smooth transition between construction phases of the Work.

2. EFFECTIVE DATE AND TERM.

- a. *Effective Date.* This Agreement shall be effective as of the date first above written (the "Effective Date").
- b. *Term.* This Agreement has an initial term beginning on the Effective Date for a period of ten (10) years. This Agreement shall automatically renew for the same period of years, unless one of the Parties elects not to renew following the procedures for terminating this Agreement as stated in Article IV, Paragraph 3. This Agreement shall not be renewed more than two (2) times.

ARTICLE II: CONSTRUCTION OF FACILITY

1. CONTRIBUTIONS.

- a. *Contributions by the County.* The County agrees to provide the property upon which the Facility is located, and the Facility itself for the purpose of the Work and shall be responsible for fifty percent (50%) of the costs of the Work on the Facility, unless otherwise exempt from responsibility as stated in this Agreement. All contributions provided for here, are subject to the County's procurement procedures including necessary approval by Beaufort County Council.
- b. *Contributions by BTFD.* BTFD shall be responsible for fifty (50%) of the costs for the Work on the Facility, unless otherwise exempt from responsibility as stated in this Agreement. All contributions provided for here, are subject to BTFD's procurement procedures including necessary approval by their Board of Directors.

2. PROCEDURE.

- a. *Design and Permits.* The County has contracted with Beaufort Design Build to design the Work on the Facility. The design shall be approved in writing by both parties ("Final Design"). The Parties agree to each pay fifty percent (50%) of the costs associated with the design of the Facility and the applicable permits for the Project.
- b. *Changes to Design.* The Parties agree if either party requests a change to the Final Design,

limited to breach thereof, shall be first submitted to an agreed upon mediator. The disputing party shall be responsible for cost of mediation.

5. **LIABILITY.** Each Party shall be responsible for its own acts, omissions and negligence and shall not be responsible for the acts, omission and negligence of the other Party. Neither party shall be liable to the other party for any claims, demands, expenses, liabilities or losses (including attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services or responsibilities pursuant to this Memorandum.
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained herein and fully supersedes all prior written or oral agreements and understanding between the parties pertaining to such subject matter
7. **CONFLICTING TERMS.** In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of any and all future agreements associated with the Facility, the terms and conditions of this Agreement shall control and govern the rights and obligations of the Parties.
8. **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.
9. **BINDING NATURE AND ASSIGNMENT.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.
10. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.
11. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.
12. **CAPTIONS.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
13. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.
14. **WAIVER.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

15. **APPLICABLE LAW.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance, or other breach shall be filed in Beaufort County, South Carolina.

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.

WITNESSES:

BEAUFORT COUNTY

By: _____
Eric Greenway
Beaufort County Interim Administrator

WITNESSES:

Bluffton Township Fire Department

By: _____
John W. Thompson, Jr.
Fire Chief, Bluffton Township Fire District



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Pathways Public Meeting No. 1 Summary and Revised Recommendation
MEETING NAME AND DATE:
Public Facilities Committee – March 15, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA - Engineering (10 min)
ITEM BACKGROUND:
Beaufort County collaborated with NP Strategy, J.Bragg Consulting, Inc., and Infrastructure Consulting and Engineering, PLLC. to host the first Pathways Public Meeting virtually from October 19, 2020 through November 20, 2020. A summary and recommendation was presented to Public Facilities Committee on January 19, 2021. Due to discussion, the recommendation has been revised.
PROJECT / ITEM NARRATIVE:
139 total comments were received regarding the 14 priority pathways throughout Beaufort County. After reviewing all feedback received, a recommendation was provided to County staff from J.Bragg Consulting, Inc. on a proposed implementation plan. Staff plans to move forward with the recommendation as presented.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Approve and implement the recommendation.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the recommendation by County staff and J.Bragg Consulting, Inc.

Beaufort County conducted a Virtual Pathways Public Meeting from October 19, 2020 through November 20, 2020 for 14 priority pathway locations involving 16 roadways. This meeting was revamped from traditional in-person public meetings due to the pandemic. The meeting creation was a collaboration of the County; NP Strategy; J. Bragg Consulting, Inc.; and Infrastructure Consulting & Engineering, PLLC.

Meeting Summary:

Time Period: October 19, 2020 through November 20, 2020 – 30-day virtual meeting hosted on www.BeaufortCountyPenny.com

Advertisements:

- Press Release at start of meeting
- Postcard Mailers to properties within project corridor and surrounding area – approximately 4,200 sent
- Intermediate Press Release reminder – sent halfway through meeting

Public Comments: 139 total comments received and they were asked if they were “In Favor” of the project by answering “Yes” or “No” and if they were located near the project by also answering “Yes” or “No”. They could choose to submit a response to one, none, all, or a few pathways. Some chose to provide a response to all; others to only one location or a few. The following is a summary of the “In Favor” poll question responses:

Pathway Location ^(District)	Yes	No	Total	% Yes	Pathway Location ^(District)	Yes	No	Total	% Yes
Big Estate Rd ⁽¹⁾	21	16	37	57	Meridian Rd ⁽³⁾	41	13	54	76
Bluffton Pkwy ⁽⁹⁾	47	13	60	78	Middle Rd ⁽²⁾	30	11	41	73
Broad River Blvd and Riley Rd ⁽⁵⁾	24	12	36	67	Dr. Martin Luther King, Jr. Dr ⁽³⁾	24	11	35	69
Broad River Dr ⁽⁴⁾	29	12	41	71	Salem Road and Old Salem Rd ⁽⁵⁾	31	11	42	74
Burnt Church Rd ⁽⁹⁾	94	7	101	93	Ribaut Rd to Parris Island Gateway ⁽⁴⁾	37	10	47	79
Burton Hill Rd ⁽⁵⁾	31	9	40	78	Shad Ave and Ulmer Rd ⁽⁹⁾	36	10	46	78
Depot Rd ⁽⁴⁾	35	13	48	73	Stuart Point Rd ⁽¹⁾	20	14	34	59

They were also provided the opportunity to submit a written comment and these are summarized for each pathway within this document. Highlights from the written comments are:

- Burnt Church Rd pathway received an overwhelming response for it to be completed.
- Suggestions were made for sidewalks/pathways for other locations not included in the Pathways project referendum list or other projects such as:
 - US 21 between Whale Branch Bridge and Washington Farm Rd in Lobeco/Seabrook
 - Sawmill Creek Rd



- Pritchard Rd
- Euhaw St between Bay St and North St – repair/replace existing sidewalks
- Pave Shell Point dirt roads
- Maintenance for existing sidewalks
- Little Capers Rd
- Malphrus Rd
- Bladen Dr, Charles St, Carteret St, and baby Boundary St – Bicycle accommodations with signs and/or striping
- Golf Cart “friendly” areas
- Safety - Several comments were made to keep a path/sidewalk on one side and not cross the street.
- Other comments included extending limits, or if a roadway had improvements on both sides, limiting the improvements to one side only.
- Alljoy Rd, which is included in the referendum list but was not included as one of the 14 priority locations, was mentioned frequently and thus an Alljoy Rd Comments Section is included at the end of the comment summary.

Recommendations:

Based on the comments received, preliminary services performed for the 14 priority locations, other funding sources, locations with Council Districts, the following is recommended for implementation in the following order with Burnt Church Rd re-assigned to incorporate it with the widening project:

- Burnt Church Rd ⁽⁹⁾: It received the highest poll question number with significantly more in favor of than opposed. Likewise, multiple comments were submitted as shown in the comment summary. Since Burnt Church Rd has also been recommended for improvement from a 2-lane facility to a 3-lane facility, it is recommended to include the pathway project as part of the widening project and not design and construct it separately as the pathway is dependent upon the design for the roadway widening. The widening and pathway project will be prioritized with County Impact Fees funding source and a RFQ is being developed for advertisement Spring 2021. A USACE nationwide permit would be required for the pathway. A permit would be required for the overall improvements. Preliminary Estimate = \$1 M
- Depot Rd ⁽⁴⁾: No USACE permit is anticipated and it is assumed a new 10-ft path will remain within present R/W with only new R/W from 1 or 2 tracts. This is incorporated with the Spanish Moss Trail and it has received additional funds. The City of Beaufort obtained a \$200,000 CDBG along with a 3rd party contribution (PATH Foundation/Kaizen Collaborative) of \$150,000 with the County contributing \$375,000 Sales Tax funding. Total investment/funding = \$725,000.
- Bluffton Pkwy ⁽⁹⁾: This pathway should proceed. It had the next highest total comments with significantly more in favor of responses. It is also completes the remaining section near the roundabout at Bluffton Rd and eliminates a bicyclist/pedestrian from having to cross at Soperton Dr thereby improving safety. No USACE permit is required. R/W is needed from 1 tract. Preliminary Estimate = \$250,000
- Ribaut Rd to Parris Island Gateway ⁽⁴⁾: The 5’ sidewalk from Lenora Dr to the existing sidewalk near Rahn Ln should be constructed as it provides connectivity to Lenora Park. The proposed 8’ shared-use path on the opposite side should be incorporated as part of the Spanish Moss Trail extension for this area. The 8’ path





should also consider the proposed improvements across the bridge, through the interchange for Parris Island, and connection to the existing sidewalks at Midtown Dr/Wrights Point Ln intersection. No USACE permit is required for the sidewalk. New R/W will be required. Preliminary Estimate = \$750,000 (sidewalk only)

- Alljoy Rd ⁽⁹⁾ in place of Shad Ave and Ulmer Rd ⁽⁹⁾: Although Shad Ave and Ulmer Rd received considerable comments, significant comments were received for the construction of Alljoy Rd and it is recommended to swap Alljoy Rd for Shad Ave and Ulmer Rd. A USACE nationwide/individual permit is required on Ulmer Rd; USACE nationwide is required on Alljoy Rd. Preliminary Estimate = \$2M for Shad Ave and Ulmer Rd, by replacing with Alljoy Rd, Preliminary Estimate = \$750,000. Also, no new R/W is anticipated on Alljoy Rd; both Shad Ave and Ulmer Rd require new R/W.
- Salem Rd ⁽⁵⁾: Salem Rd, along with Burton Hill Rd and Old Salem Rd had considerable comments. Salem Rd is recommended to be constructed as it would provide connectivity to shopping areas, neighborhoods, and the Spanish Moss Trail. USACE nationwide critical area permits required for all three. Design will be implemented and will review other funding sources to assist with overall construction costs. Preliminary Estimate for Salem Rd = \$1.5M
- Dr. Martin Luther King Jr. Dr ⁽³⁾: This is recommended for improvements with the proposed remaining on one side and not swapping. It will require coordination with a historical Gullah site. Although no USACE permit is required, a critical area permit is. This is also the only project on St. Helena Island. Preliminary Estimate = \$1.5M.
- Middle Rd ⁽²⁾: This is recommended and it provides connection to Coosa Elementary School, neighborhoods, and the existing sidewalk along Sam’s Point Rd. A USACE nationwide permit is required. Preliminary Estimate = \$1.5M.
- Stuart Point Rd ⁽¹⁾: Although only minimal comments were received, it is recommended to proceed as it would provide a connection to Whale Branch Middle School. One citizen within this area provided a comment recommending this project as well as another project not included in the referendum. No permits. Preliminary Estimate = \$1.5M

The above projects with engineering services are approximately \$9 million, excluding Burnt Church Rd. It is recommended to proceed with these as other unknowns are permitting fees, utility relocations, and right-of-way acquisitions. As estimates are fine-tuned and if the program pursues other funding sources, the following should be implemented and projects may utilize other funding sources such County Impacts Fees to begin preliminary engineering/design phase:

- Big Estate Rd ⁽¹⁾: This is in a rural area and would provide connectivity to the existing path on US 17. USACE individual permit. Preliminary Estimate = \$2M.
- Broad River Blvd and Riley Rd ⁽⁵⁾: No permits. Preliminary Estimate = \$750,000 – Additional funding could involve “safe routes to school” or other sources.
- Broad River Dr ⁽⁴⁾: USACE and critical area permit required. Preliminary Estimate = \$2M
- Burton Hill Rd and Old Salem Rd ⁽⁵⁾: Burton Hill Rd requires a USACE nationwide permit; Old Salem Rd, USACE nationwide permit and critical area permit. These would provide additional connectivity to neighborhoods, shopping centers and Spanish Moss Trail. Preliminary Estimate = \$1.75M
- Meridian Rd ⁽³⁾: USACE nationwide/individual permit and a critical area permit is required. It is also recommended to retain the path on one side and not cross the road. This would provide connectivity to Beaufort High School, residential properties, Crystal Lake Park, and shopping areas. Preliminary Estimate = \$2M





- Shad Ave and Ulmer Rd ⁽⁹⁾: USACE nationwide permit is required on Ulmer Rd; no permit on Shad Ave. Preliminary Estimate = \$2M

For Big Estate Rd within District 1, it is recommended to conduct community stakeholder meeting to determine their interest in the project. These project areas had minimal or no citizen comments from property owners on the project site or the surrounding area. All or the majority of comments submitted for these two projects were from citizens within other regions of the county.

Dr. Martin Luther King Jr. Dr requires a stakeholder meeting with representatives for the historical Gullah Community site since the project would traverse through its boundaries.

The referendum included other projects, and dependent upon the Sales Tax budget as well as other funding sources, these projects should be considered for future development. The design for several projects may be started with other funding sources such as County Impact Fees.

Comment Summary

General

- Please advise if you are considering somehow connecting the end of the Spanish moss trail to downtown Port Royal. That would be a great place to end the trail on the south part of it.
- I think that the sidewalk on 278 westbound should be extended to the bridge to pickney island. There should also be a sidewalk on the opposite side of 278 at the same location so that people can ride or walk onto the bridge from Bluffton and to The Island safely.
- Is there any consideration to improving/widening the sidewalk between Whale Branch bridge and Washington Farm Road so the residents in Lobeco could walk/ride their bikes safely? I would love to be able to walk my dogs without having to ride 10-15 minutes to walk safely.
- These pathways are the missing link our community needs. There has never been a more important time in our recent history than right now to provide pathways for the people. For our health, well being and most importantly our safety.
- Connectivity of Beaufort is vital for all citizens.
- I believe the selections I made are well rounded for the overall benefit of the county: In Favor of – Bluffton Parkway, Broad River Blvd and Riley Rd, Burnt Church Rd, Burton Hill Rd, Meridian Rd, Middle Rd, Shad Rd and Ulmer Rd.
- What is the timing of these projects? How much money has been raised, currently? Total money to be raised by the tax?
- Are we putting in sewage lines in first? – In favor of Bluffton Parkway, Burnt Church Rd, Burton Hill Rd, Shad Rd and Ulmer Rd and citizen lives on Shad Rd.
- Don't forget Sawmill Creek Rd, Bluffton SC 29910
- These improvements are great, hopefully it will get people moving without all of the cars. Of course, we also realize that this happening in our lifetime may not be possible, but good for the coming generation. (Only voted for Burnt Church Rd)





- CRITICAL MISSING PROPOSAL: Please look at Pritchard Road in Bluffton. The existing sidewalk is significantly damaged and families walk in the street. There is an elementary school and a recreation center on Pritchard. Ideally both sides of the street should have a sidewalk/pathway.
- How about this. Let's fix our existing sidewalks first. Over the past 3 years, I've seen 4 elderly people fall because of the uneven sidewalks on Euhaw Street between Bay and North Streets. Sooner or later, lawsuits will start.
- I fully support infrastructure that supports community access without using automobiles!!! I hope for the day when a public transportation network is a reality in our county.
- At major crossing intersections please keep in mind placement of the buttons for the pedestrian crossing lights. They should be usable for both people on foot and on bicycles. For example, the intersection of Ribaut Rd and North Ave the buttons are positioned awkwardly for cyclists. If you're on a bike you can't stay on your bike and push the button to cross...you have to roll your bike to the other side of the pole to push it or completely dismount your bike to go push it, and hope it doesn't turn before you get back to your bike. That was very poor planning. Depot Rd. and North Ave could use improvements for wider pathways and solutions for speeding vehicles. Ribaut Rd has a problem with speeding vehicles in a pedestrian area. Ribaut Rd at North Ave has poor visibility due to the newly constructed apartments that appear to have not followed proper setbacks, and frankly that entire intersection could use some sort of a revamp. I realize some of these streets I've mentioned aren't involved in the projects at hand, but I still feel like it's worth mentioning.
- How about paving some roads in this area instead? The dirt roads in Shell Point are an embarrassment that nobody wants to deal with. Neither County, nor State DOT, will address how unsafe the dirt roads are during rainy periods, and of course none of the County inspectors will come around when the roads are wet. I can't even get my patrol vehicle down some of these roads, yet you want to build a glorified sidewalk. Take that garbage south of the Broad...I just want paved roads.
- PAVE THE SHELL POINT DIRT ROADS FIRST!!! THESE ROADS ARE UNSAFE WHEN THEY ARE WET!!! WHY ARE YOU WASTING MY TAX DOLLARS ON SIDEWALKS THAT WONT BE USED?

PLEASE...DO SOMETHING USEFUL WITH THIS MONEY...PAVE OUR DIRT ROADS!!!!
- Money needs to be spent north of the Broad. Beaufort should be brought up to the Bluffton standards. The sidewalks we have need to be kept clear on walking path and overhanging trees.
- A good number of these are desperately needed and long overdue. Some concerns with proposed projects where usage may be very limited.
A long term plan would be to have developers/builders create these as they are building houses and not making the county foot the bill.
I think the main concentration should be to downtown areas making them safe for more to be out and about and then connecting/extending pathways out further into more rural areas
- The projects I marked "Not in Favor of" didn't seem to provide enough of an impact to warrant a place among high priority projects – Projects are: Bluffton Parkway and Depot Road.
- I do not oppose the pathways overall. I do not believe another tax should be added to do so. I am opposed to more than one "penny tax:" in place at a time.
- In General: where crossing the street cannot be avoided, combine the crossover with a speed bump (in other words, if the crossover is 6 feet wide, make the speed bump 6 ft wide)





https://www.google.com/url?sa=i&url=https%3A%2F%2Ffauxtail.com%2F2017%2F07%2F25%2Fpassing-the-test%2F&psig=AOvVaw2WZ_yCMvtigUyPkZDIKVRZ&ust=1605668194793000&source=images&cd=vfe&ved=0CAIQjRxqFwoTClkxKXXiOOCFQAAAAAdAAAAABAF

- A general set of guidelines might be appropriate here. I assume that we're dealing with limited resources, so I would suggest that roads with lighter traffic ought to get lowest priority. By this logic, something like the old bridge in Beaufort was an obvious and a wonderful improvement, benefiting pedestrian, cyclist and auto safety. Conversely, Middle road, Broad River drive, Big Estate and Stuart Point roads get us less bang for our buck.
- Bladen Street and Charles Street need bicycle route signs or bicycle lanes. Carteret Street and Baby Boundary Street need bicycle lanes or protected bicycle lanes.
- I am in favor of improving trail access, particularly in areas noted. (Noted are: Depot Rd, Meridian Rd, and Dr. Martin Luther King, Jr. Dr)
This community lends itself to bike and walking access, which enhances quality of life for residents and visitors.
- I am in favor of any and all pedestrian and bike paths. Commuting is a fun, healthy, therapeutic way to travel as well as it saves money for the individual by saving money on gas, parking and other expenses attributed to motor vehicles. It even saves the county money by reducing the amount of cars on the road reducing impacts on pavement and creating a clean living environment. With that said I commute most places and would love a vision of a safe path that connects beaufort to Bluffton but I would even settle for a safe path over the parris island gateway bridge. If there was a path to Bluffton I would commute to work most days pending weather.
- I would like to see all projects on this list built. The citizens of Beaufort county and the surrounding areas need safe pathways for pleasure and commuting on bicycles. Tourists come to Beaufort County to ride , walk, and run while enjoying the beauty of the area. Time to step up into the 21st century and make this happen for all to enjoy. The economic benefit for the county would be incredible.

Big Estate Road – 21 in favor, 16 against

No Specific Comments – See General

Bluffton Parkway - 47 in favor, 13 against

- This project was voted IN during the last election for Mayor, etc.
We desperately need this walkway, I feel, as we voted to accept the increase in taxes.
Exercise, property enhancement and visually pleasant are only a few of the wants and needs of this community.
- Not in favor of Bluffton Parkway since there is a sidewalk on the other side of the road and feel other areas that don't have them should take priority!

Broad River Blvd and Riley Rd – 24 in favor, 12 against

- The Broad River Drive and Broad River Blvd. are especially important to me as I've seen the negative consequences of having kids, including my own, walking to school along these roads. Good pathways in these neighborhoods are essential for safety and convenience - it's ridiculous that we have neighborhood schools that are unsafe to walk to.





Broad River Drive – 29 in favor, 12 against

- We can save money by going through Shell Point Park rather than the circuitous route along Broad River Drive. It would enhance the park and save money by shortening a section of the pathway.
- Unless they plan on putting this pathway in the middle of the street then the county would most likely try to steal part of my property to build a side walk on. This is not ok. This street is very safe and people can walk on it with no problem there is no need for a pathway. My neighbors feel the same way.
- I live in Shell Point and I like the idea on Broad River. I'm hoping it'll slow people down...not sure it might not. Cars drive so fast around this neighborhood. It's concerning.
- I believe that the planned sidewalk is on the wrong side of the road as it winds through all the nine intersections along Broad River Drive. The primary use by the neighborhood will be for exercise; walking, jogging and biking. If pedestrian safety is a concern, as it should be, then the sidewalk should be on the opposite side of the road as there would only be private drives to contend with. Storm water drainage along the proposed side is a major concern for the residents. Future proposed parking expansion at Shell Point Park will have an impact in the future.
- The Broad River Drive and Broad River Blvd. are especially important to me as I've seen the negative consequences of having kids, including my own, walking to school along these roads. Good pathways in these neighborhoods are essential for safety and convenience - it's ridiculous that we have neighborhood schools that are unsafe to walk to.

Burnt Church Road – 94 in favor, 7 against

- Thank you very much for your consideration of pathways along Burnt Church Road. This road does so much to connect our community, but sadly is only acceptable for motor vehicles to use. There is not a safe space for pedestrians, bicyclists, and motorists to coexist on this road.

My wife and I love the close walk or bike ride to Old Town Bluffton. Unfortunately, we have always felt like it's a bit of a gamble for us to walk or bike down Burnt Church Road. As a parents' of a new baby, my wife and I have decided to not take the risks we used to when we would walk to Old Town from Fernlakes. It is disappointing that residents such as myself don't feel safe enough to simply walk to the locations surrounding our community because of the dangers of this road.

We have a community next to us named "The Walk" due to its proximity to Old Town Bluffton and several amenities. Unfortunately, this community does not have pathways that connect them to adjacent amenities. It certainly doesn't get more ironic than a community called "The Walk", having no safe way to walk to its surroundings.

Perhaps the most obvious reason that this road needs a safe pathway is that Michael C Riley elementary school is on Burnt Church Road. If we do not see it a worthy investment to provide a pathway for parents, students, and teachers to walk to and from the school safely, than shame on us as a community.

I can't thank you enough for your consideration and look forward to seeing plans move forward.

- Adding a sidewalk on Burnt Church Road is essential for the well being of this community. As a resident of Fern Lakes, we purchased our home because of its close proximity to Old Town. However, walking or riding bikes to our community's shops, restaurants and parks is not possible due to the lack of a sidewalk that would allow my family to safely make it to Old Town. Connecting Fern Lakes, as well as The Walk and Lake Linden developments, is also of benefit to the countless small business owners and school, which are located less than a mile away. Adding a sidewalk along Burnt Church is an easy and logical way to stimulate the local economy, encourage community involvement and add value to the surrounding neighborhoods.





- This improvement has been needed for many years. I have lived in Fernlakes for 20+ years and have watch the traffic on Burnt Church Road grow exponentially. The proximity to Old Town, the addition of the Bluffton Parkway, and the Elementary School down the road have brought a lot of vehicle traffic. It is dangerous to walk or ride a bicycle on Burnt Church road. Thank you for your consideration!
- I am not able to stress how important the Burnt Church pathway is vitally necessary. Burnt Church Rd. directly impacts over 1000 individual households and has both a Fire Station and Elementary School on it. This pathway is long overdo and will exponentially increase the safety and walkability of this area for the nearby residents.
- Providing a pathway on Burnt Church Rd will allow residents who live in neighborhoods along Burnt Church safe routes to Old Towne.
- Burnt Church road pathway would permit students who attend M.C Reilly to walk/bike to school. Also, neighborhoods on Burnt Church would have pathway access to walk to Old Town (reduce traffic and parking issues) The current condition of Burnt Church Road does not permit for any walking and is dangerous to do so.
- Thank you for this project. Will open up many avenues for me
- Please do this.
- I've said this before, anyone who owns a business in old town Bluffton who wants foot traffic from Lake Linden, Fern Lakes, and any development off the Bluffton Parkway this is their chance to speak up! It's been way too long not getting this project done. Parking in town is a nightmare.
- We have lived at the same address for 10 years we have tried riding our bikes along Burnt Church and we literally take our lives in our hands. A bike path/walking path would make such a natural connection between the parkway the Lake Linden development and Bruin Road to promote safety and business development.
- We would LOVE a pathway on Burnt Church Road, for the convenience but most importantly for safety's sake. There are many, many people who now walk and bike this road and it is very dangerous.
- We've been waiting for years. Burnt Church Road as it currently stands is unsafe to walk as cars speed down the road! Sidewalks on Burnt Church Road would connect the parkway as well as all the communities on Burnt Church Road to the downtown Bluffton area! Please make this happen!!
- A pathway on burnt church would greatly increase the biking and walking access to old town for a ton of Bluffton residents. I also believe it would help old towns expanse towards burnt church road.
- I live in lake linden and I always see people walking on the grass or the side of the road to get to work or to get to Old Town it is very dangerous as cars go very fast down that road. Personally I'm in my 20s and I am even too afraid to ride my bike to old town because of it! I think it would be a good choice!
- Burnt Church Rd needs a sidewalk. Children need safe access to MC Riley Elementary.
- I live off Burnt Church Rd and would love to have a safe pathway to walk to all that Old Town offers. Walking would be better than driving and trying to find parking, especially during the busy season when there's so much congestion and people on the road who aren't familiar with where they are going. And busy season is almost year-round now.
- This project was voted IN during the last election for Mayor, etc. We desperately need this walkway, I feel, as we voted to accept the increase in taxes. Excercise, property enhancement and visually pleasant are only a few of the wants and needs of this community.
- Burnt Church is in desperate need of pathways as we encounter pedestrians daily with no shoulders for them to safely navigate what has become a very busy road.





- These improvements are great, hopefully it will get people moving without all of the cars. Of course, we also realize that this happening in our lifetime may not be possible, but good for the coming generation.
- As a resident of Burnt Church Rd, the thought of a pathway is enticing. However, the proposed path would take a chunk of the front of our property that borders the road. I have my property certified as a Palmetto Wildlife Habitat through the National Wildlife Federation and I am adamantly opposed to having any trees removed from our property to make a path. Additionally I would like to know what sort of financial compensation we will receive if we lose a portion of our lot. There are lots of questions for those of us who will be impacted.
- This would be huge! AS this area grows more and more people are walking and riding bikes on that stretch of Burnt Church ... super dangerous. This would be a fantastic addition to the pathway system ... Do it!
- I've lived in Fernlakes for over 20 years and have always wondered why we didn't have pathways on Burnt Church Road. I hope this will be on the top of approved projects!
- Depending on how long the bike path on Burnt Church were to take, having the grass along the side of the road maintained would be beneficial. This would help provide a more visible footpath along side the road to keep runners etc off the road more, help reduce the risk of rolled ankles, tripping and falling into the street, fire ant bites, and snake bites (just to name a few). With the increased number of homes and young families along Burnt Church along with an elementary school and fire station....and maybe also because I live off Burnt Church and run that route with the dog...I would enjoy seeing this bike path take priority. Thank you for your hard work and taking time to request input, even if you don't read it all! But if you do, way to go!! Keep it up, you're doing great!!
- We are a family with kids that live close by and will going to MC Riley. Will be great to use going to school and downtown.
- Most importantly, in my opinion, is Burnt Church Road. There are a lot of benefits to this project, first and foremost being safety. There is not room to safely maneuver around this road without the potential for someone getting hurt. While it would be great for residents to have foot access to the shopping center, it would bring great potential for the small local businesses in Old Town Bluffton. What a great opportunity to support the small business while getting out to enjoy our beautiful scenery.
- Walking to down town or to restaurants.
- Burnt Church Rd is so important for safety. I see children walking down the road with people ignoring the speed limit and it is scary. It is crazy that I live a mile away from my kids school and can't walk them there. Please make this pathway a high priority.
- It would be nice to have a pathway on our street. People would be encouraged to walk and exercise daily by walking. It's about time to it in burnt church road.
- The Fire Station is located on Burnt Church Road and when emergency vehicles constantly go through there is no room for oncoming traffic to get off the road. Bicyclists also have no where to go and are especially in danger in early morning and at night when they have to ride on the road. It would be nice to be able to walk/bicycle on a separate pathway. This is also an evacuation route. Thank you.
- These potential pathways in Bluffton are part of my weekly running routes. A sidewalk would be SO much safer, and would allow my family to enjoy the area on bike or foot. I am most passionate about adding a sidewalk to Burnt Church Road. We live off of Burnt Church Road in Lake Linden, and we are only a mile from Old Town Bluffton. We love our town but cannot safely take our children to enjoy town on their bikes or on a walk. My morning runs are along the shoulder of the road with traffic whizzing by. A sidewalk would mean safer exercise and travel and less driving/pollution/parking for local families to enjoy Old Town!
- I live in the All Joy Area. We are especially in need of sidewalks on Burnt Church Road due to the increased amounts of homes that have been built recently and the people from those homes wanting a walking distance to downtown Bluffton. With the high density of traffic and how fast cars travel on Burnt Church,





the bike riders/walkers need to be off the edge of the road. The reasons on Ulmer/Shad are also because there is a huge amounts of students that attend MC Riley and if they had a sidewalk to access the school maybe the school bus route could only make one loop for that area. Currently the bus that takes the students home to Shad Ave. makes 2 rounds because there are so many students going to shad avenue in addition to other area students. Many residents of Shad/Ulmer are bike riders and walkers. The grass stays very high on the side of the roads and makes it difficult to walk on the edge of the road.

- Burnt Church had supposedly been slated for a sidewalk years ago. and A sidewalk is badly needed to allow members of the communities on Burnt Church, and students at the McCracken School a safe means to walk to and from their homes and downtown Bluffton.
- We believe Burnt Church should be favored, due to the existing developments along Burnt Church, and the McCracken School. All of upper Burnt Church Rd is in the county, not the Town of Bluffton. This is a very busy, unsafe road at present for anyone walking
- a bike path on Burnt Church road will connect all the neighborhoods to the shopping centers and would eliminate a lot of automobile traffic. I'm in favor of pathway running all the way down Burnt Church Road. thanks for your consideration.
- In favor of Burnt Church pathway due to increased traffic in this area due to the new development called The Walk. Also needs turn improved at the corner of Bruin Road and Burnt Church road. if your on Bruin turning left onto Burnt church road, you cant see to the right due to the trees on that corner lot. Also needs turn widened coming off of Burnt Church road and turning right onto Bruin road. Very narrow turn. Also-not related to pathways, but another very dangerous road/area is coming out of the CC Haigh Jr. Boat landing on Pinckney Island. getting back onto Hwy 278 and turning back left(west) is extremely dangerous, especially when pulling a boat behind. the palm trees at the right of the exit of the boat landing need trimmed back so one can see traffic to the right coming over the bridge. it is a huge blind spot, especially trying to pull a boat across traffic to get out into the median. there is barely enough room to safely sit in the median with a boat and trailer behind your vehicle.
- Burnt Church road is a priority with both an Elementary and Middle school located next to each other with no safe pedestrian access
- I am at Burnt Church Rd and would like to have more info about the right of way on my property.
- Burnt Church Rd. would be second on my list due to a narrow two lane road with no shoulders and ditches on either side. No way to safely travel that stretch of road.
- That area is needed specially because of school and rec center along this pathway which causes a lot of kids on bikes and pathway would just make it safer for families to be out and about. For this same reason would like to propose pathway for Malphrus Rd. so please consider for the future Thanks!
- Strongly in favor of a pathway on Burnt Church Road in addition to connecting that to a pathway on All Joy Road. Both areas are near populated residential areas where residents are also very active. By putting a pathway on Burnt Church Road, it would allow for residents to easily walk or bike into the town of Bluffton, and it will create a full loop between the pathway already existing on 46 and on the Bluffton Parkway. MC Riley School exist less than 1/2 mile from many residents who live on Burnt Church, many of whom live in Lake Linden with young children. The pathway would therefore also allow safe walkable access to the school for local children. Two restaurants also exist at the corner of Brunt Church. A pathway would allow for easier access to these locations as well for those visiting and living in Bluffton. Furthermore, it will create a safer place for walkers/bikers/runners to utilize the road (many of which already use the road for walking and running). The traffic on Burnt Church has only increased and many vehicles often exceed the speed limit. The pathway should be designed in such a way that pedestrian's are protected from the vehicle traffic.
- A pathway or sidewalk(?) is desperately needed on the busy, narrow Burnt Church Road. I often worry that I or someone else will get hit by a car when walking and riding my bike from Fern Lakes to town.





I would also like to suggest that one of those large, round, oval mirrors be mounted across the intersection of Bruin and Burnt Church - maybe mounted on the telephone pole at the entrance to Ulmer Brothers. The mirror greatly would improve safety conditions for the many cars and pedestrians who travel the area, especially with the additional growth in population as a result of The Walk neighborhood.

Burton Hill Road – 31 in favor, 9 against

- I don't think this project serves enough residents to warrant its construction at this time. The pathways on Salem and Old Salem Roads already connect the residents of Battery Point and the apartment complexes to the Spanish Moss Trail. We should drop this project or shorten it to simply connect the Beaufort Industrial Village to the Spanish Moss Trail.
- I am in favor of building pathways along the busy roads above in my community- Beaufort. This will allow people to get outside and exercise safely. I live in Battery Point and it will help me and those that live near me get to the Spanish Moss trail safely. I am a health coach and am always in favor of any improvements that would help the health of my community.
- A lot of low income people have to walk along Burton Hill and Salem and Old Salem Roads to get to jobs and shopping.it would be a great asset!

Depot Road – 35 in favor, 13 against

- Proposed Depot Rd pathway is on the most dangerous (South Side) of Depot Rd. because of the 15 houses that use driveways vs. 8 houses on the North side of Depot Rd. Please consider finishing the existing sidewalk and widening if possible. No potential wetlands would be impacted. Depot street would retain a neighborhood street profile Instead of a wider, more open , thoroughfare Type of road. It would terminate on best side (North side) of busy Ribaut/Bay St, making crossing Ribaut much safer.
- It looks like to me this proposal will lead half of Depot Road with no path or sidewalk.
- Salem Rd, Depot Road (suggestion); have shared path on 1 side of street. Save money.
- Pathways or sidewalks should not be more than 8 feet wide. Anything wider is an eyesore, creates more stormwater run-off, and is overkill. Depot Road and/or Bay Street planned paths have 10 feet width in a section and 8 feet in another. 10 feet is wrong.

Meridian Road – 41 in favor, 13 against

- I am concerned about the safety of pedestrians and cyclists having to cross at Youmans Road and Yacht Club Drive. How will they safely cross at a crosswalk at Lady's Island Drive?
- Proposed Meridian Rd. Pathway crosses Meridian Rd. three times. Is that necessary.? Seems Dangerous.
- I drive Meridian Road almost daily and a sidewalk would be great for all of those exercising in the busy morning hours.
- I am in favor of the pathway on Meridian Road but not in favor of the pathway crossing to the west side in two places between Youmans Road and Yacht Club Drive. Why have children and other pedestrians crossing in two places when there could be no crossings on Meridian Road if the sidewalk was just on the east side all the way down Meridian Road? To me this is a very big safety issue.
- A walk way is really needed for the same 10 people who use it each week! These walk ways are easy to build and then forgotten. I know, I have spent a lot of my time and gas keeping part of the walk way on 802





that crosses the Youmans' bridge maintained. You start off on the EAST side of Meridian and jump back to the WEST side twice. If you know anything about Meridian Road, it can be congested at times and when people aren't paying attention, they could walk right out into the traffic at the two crossing. It is a SAFETY ISSUE. I propose that it starts on the EAST side and is completed on the EAST side. Other than that I oppose it.

- There is not a need for a sidewalk that crosses both sides of Meridian. The realistic issue for Meridian is speed. The limit is 35 mph, however, most people go 50 mph or above. Putting in a sidewalk would just enhance the speeding. A more appropriate suggestion would be for the Sheriff Dept to not only patrol, but to enforce the speed limit. Also several speed bumps could be added along the road that very well may help with speeding.
- A bike walking path along Meridian Road was supposed to happen years ago. It would enable bikers/walkers a loop to downtown Beaufort and access to White Hall park.
- Meridian: keep pathway on same side of the street for the entire length. Every time the path crosses the roadway, the chances for accidents increases.
- I think the pathway in general is a good idea, but not the crossing over from one side of Meridian to the other in 2 places. I think this is not safe for pedestrians. I would support a pathway all the way down Meridian on one side or the other (ie east or west side), but not a split walkway. (PS - This is our 2nd home on Marshview Drive, so the address given above is our 1st home in FL)

Middle Road – 30 in favor, 11 against

- I'm a bicycle rider and live on Telfair Dr. I've always felt "captured" (and bored) in the neighborhood when I ride due to unsafe riding conditions on Middle Rd. I'm very excited and approve of the Middle Rd. pathway. (I would like to see it extended to Springfield Rd. but I'm not complaining.) I'm also impressed to read that it will be 8' wide. That will allow for safer conditions for walkers, baby strollers and bicyclists. Thank you for that decision because that is doing it right! This pathway will allow bicyclists to get out of the neighborhood safely and to have access to downtown Beaufort, which is good for us and good for Beaufort. I wholeheartedly approve of including this location in the pathway projects and can't wait for it to be completed.
- A Middle road path would allow school children from Coosa Elementary to bike to school.

A path from middle road that would allow bikers to get to Ladys Island shopping along Little Capers Road would be great.

Dr. Martin Luther King, Jr. Drive – 24 in favor, 11 against

- We are asking people to cross MLK at two locations. We should spend the extra money and keep the entire trail on the east side of the road so that it can safely connect with the library.

Salem Road and Old Salem Road – 31 in favor, 11 against

- We should construct one 10 foot wide two-way path and eliminate the other side.
- I am in favor of building pathways along the busy roads above in my community- Beaufort. This will allow people to get outside and exercise safely. I live in Battery Point and it will help me and those that live near me get to the Spanish Moss trail safely. I am a health coach and am always in favor of any improvements that would help the health of my community.





- A lot of low income people have to walk along Burton Hill and Salem and Old Salem Roads to get to jobs and shopping.it would be a great asset!
- Very excited about having sidewalks on Salem and Old Salem Road - would very much prefer to walk or ride a bike to shop, especially with the new Publix opening; and to get safely get onto the Spanish Moss Trail. Right now the roads are very narrow and very curvy for cars and is not very safe for pedestrians or cyclist. Would also like to see the area more golf cart friendly -- need to be able to get to downtown via golf cart.
- Salem Rd, Depot Road (suggestion); have shared path on 1 side of street. Save money.

Ribaut Road to Parris Island Gateway – 36 in favor, 10 against

- The Ribaut Road Path needs to connect to the Ribaut-Edinburgh Intersection.

Shad Road and Ulmer Road – 36 in favor, 10 against

- I live near Brighton Beach on the intersection of Thomas Lawton Road and Ulmer Road and daily see bicycle and pedestrian traffic throughout the day. Both roads have no shoulder and are located near proposed projects. I am requesting you to look into adding pathways to the Alljoy area like Alljoy Road, Thomas Lawton Road and Ulmer Road. It is pivotal to the safety and security of local residents, traveling visitors, and local children in this area. Thank you for your time and consideration.
- I live in the All Joy Area. We are especially in need of sidewalks on Burnt Church Road due to the increased amounts of homes that have been built recently and the people from those homes wanting a walking distance to downtown Bluffton. With the high density of traffic and how fast cars travel on Burnt Church, the bike riders/walkers need to be off the edge of the road. The reasons on Ulmer/Shad are also because there is a huge amounts of students that attend MC Riley and if they had a sidewalk to access the school maybe the school bus route could only make one loop for that area. Currently the bus that takes the students home to Shad Ave. makes 2 rounds because there are so many students going to shad avenue in addition to other area students. Many residents of Shad/Ulmer are bike riders and walkers. The grass stays very high on the side of the roads and makes it difficult to walk on the edge of the road.
- Shad Rd. would be third on the list due to the residential properties in close proximity. There are a lot of school children that would use them before and after school. When connected to the Alljoy Rd. path, it would allow safe passage to the landing/beach and Old Town.

Not in favor of Ulmer Rd. This is also a two lane road, but doesn't get the vehicle or pedestrian traffic the others get. This section of roadway also has no residential addresses located on it.

Stuart Point Road – 20 in favor, 14 against

No Specific Comments Received – See General Comments

Comments requesting the consideration of Alljoy Rd

- I live near Brighton Beach on the intersection of Thomas Lawton Road and Ulmer Road and daily see bicycle and pedestrian traffic throughout the day. Both roads have no shoulder and are located near proposed projects. I am requesting you to look into adding pathways to the Alljoy area like Alljoy Road, Thomas





Lawton Road and Ulmer Road. It is pivotal to the safety and security of local residents, traveling visitors, and local children in this area. Thank you for your time and consideration.

- Please consider extending this pathway down Alljoy Road. There are many walkers, runners, and bicyclists on this very narrow road. In addition, there are many children riding bikes.
- Please add walking/ bike path on Alljoy Road to your pathways project. Very dangerous road for bikers especially at Myrtle Island Rd Curve.
- Start up preliminary work is too slow. Too bureaucratic! Fire the clerks and put a dedicated leader in charge. Include Alljoy Road running parallel to the May River leading into Olde Town Bluffton. Thank you.
- Alljoy Road in Bluffton is in serious need of safety upgrades especially walking/golf cart paths. It has blind curves and very mixed use including trailered boats utilizing Beaufort County's Alljoy Landing, many golf carts to and from Old Town, bicyclists, runners and dog walkers.... all in addition to normal neighborhood commuters who rely on this singular road. PLEASE consider! Thank you
- What about Alljoy Rd?
- Of the "THREE" projects (Bluffton Parkway, Burnt Church Rd, and Ulmer and Shad Roads) listed south of the Broad, I feel strongly the one not listed is the most important! I see on the maps a "proposed Alljoy" sidewalk.... This, in my opinion is one of the biggest safety issues needing resolved. Alljoy Rd. would cover the most residential density of all projects listed. A sidewalk would keep families and children off of a dangerous two lane road that often involves speeding vehicles and vehicles towing boats to and from the landing. There is a high volume of golf carts, bicycles, joggers and walkers traveling back and forth from Old Town, the boat landing and beach area. This sidewalk should be wide enough to accommodate two lanes if possible.

*** On a side note...we would LOVE to have city sewer ran down Alljoy Rd. at the same time as the sidewalk. Everyone in this area is on septic and has no other option. This would help the homeowners, as well as, help protect the May River from the runoff.
- We desperately need sidewalk downtown on Alljoy from Pritchard street at least to Minuteman dr very dangerous spot
- Please put Alljoy Rd on the list for walkways and ahead of Bluffton pkwy which already has miles of walkway. We need a walkway more than Shad as Alljoy is very busy And drivers speed all the time. We have requested more deputy patrol to slow down dangerous drivers as well, but have had no result. Your consideration is appreciated.
- I further support a pathway connecting Old Town Bluffton to Brighton Beach (All Joy Road). This road is very popular for cyclist, runners, walkers and boaters. It is known to be a dangerous road to walk due to cars with no safe place for the pedestrians to utilize. Such a pathway would also create new access to Brighton Beach/All Joy Beach and so it would not only make for safer use of the road but also provide enjoyable access to an additional amenity for those visiting Bluffton.
- Alljoy Rd. Could use sidewalks . Can't believe not on list with all the foot traffic & cycle traffic. Most times Alljoy seems like Daytona Speedway (very little police presence). Been quite a few deaths since we've lived there. Love area , but don't see tax \$ at work on Alljoy. Seem to think we are a stepchild. County mows right ways annually & homeowners maintain ditches & right ways. Bluffton is a great place regardless & I hope my wife & I are assets to Alljoy. I never complain, but thought I should say something. If nothing is done we will adapt to our situation. Gotta love Alljoy & Bluffton. Thank you
- Please add a pathway on Alljoy Road! Thank you.





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award for RFQ #092520E; A&E Services; Buckwalter Recreation Athletic Complex Expansion (BRACE) Phase 1 (\$665,930)
MEETING NAME AND DATE:
Public Facilities Committee –March 15, 2021
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator -Engineering (5 min.)
ITEM BACKGROUND:
A solicitation was issued September 25, 2020 for Architecture and Engineering services for the Buckwalter Recreation Athletic Complex Expansion as envisioned by the Parks and Recreation Master Plan prepared for the complex. Six firms submitted qualifications and a selection committee chose Wood + Partners, Inc as the most qualified vendor.
PROJECT / ITEM NARRATIVE:
Parks and Recreation desires to continue implementation of Phase 1 of the Master Plan for the Buckwalter facility. The master plan suggests a 7 field soccer complex as well as a 16 court tennis center. The soccer complex was constructed with three turf fields, however; these will be evaluated for possible conversion to artificial turf and four additional fields to be completed. The tennis center has yet to be implemented. Current funding from Bluffton Parks and Recreation Impact Fees will allow for the completion of the soccer complex and partial development of the tennis facility (Phase 1) with the completion of the tennis center as Phase 2 as funds become available within the next 36 months.
FISCAL IMPACT:
Wood+ Partners, Inc. has offered a proposal for Architectural and Engineering services in a lump sum amount of \$561,600.00 plus an allowance of \$20,000.00 for reimbursable expenses. Staff recommends that a contingency of \$84,330.00 (15%) be added for unforeseen additional services bringing the total to \$665,930.00. The funding for Phase 1 of the project is from the Bluffton Parks and Recreation Impact Fees with a current balance of \$7,014,841.11.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends award of RFQ #092520E to Wood + Partners, Inc.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award RFQ #092520E to Wood + Partners, Inc. <i>Next Step: Move forward with approved recommendation to County Council March 22, 2021.</i>



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the fourth 8th day of January in the year two thousand and twenty one 2021

(In words, indicate day, month and year.)

BETWEEN the Landscape Architect's client identified as the Owner:

(Name, legal status, address and other information)

Beaufort County Engineering Division
Andrea Atherton, CIP Construction Manager
PO Drawer 1228, Beaufort, SC 29901
Phone 843-255-2700

And the Landscape Architect:

(Name, legal status, address and other information)

Wood+Partners Inc.
P.O. Box 23949
Hilton Head Island, SC 29925

for the following Project:

(Name, location and detailed description)

Buckwalter Recreation Center – Soccer Fields Complex
Bluffton, SC

The scope of services for this project includes Pre-Design, Schematic Design, Design Development, Construction Document, Permitting, Bidding and Construction Phase Services for soccer field additions and renovations and addition of tennis facilities at the Buckwalter Recreation Center – Soccer Fields Complex Project located in Buckwalter Recreation Center Park on Buckwalter Parkway, Bluffton, SC. Services shall include normal civil, structural and electrical engineering; geotechnical engineering; land surveying; wetland permitting; architecture; synthetic turf; landscape architecture; irrigation design and cost estimating services. WPi shall provide project management of the design team and landscape architecture services.

The Owner and Landscape Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(1162896503)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.") NA

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Phase One Basis of Design:

The scope of basic services for this project shall be based on the Owner approved conceptual master plan prepared by WPI and the Owner's Phase One construction budget of \$4,500,000 for soccer and \$1,500,000 for Phase One Tennis. During the Schematic Design phase the design team will prepare an Opinion of Probable Cost (OPC) to identify elements for inclusion in Phase One design development and construction documents. Phase One program elements may include the following:

- 1) Four (4) new soccer fields and possible renovation of three (3) existing soccer fields. Budget will dictate number and type of fields.
- 2) Location of natural grass and artificial turf fields to be determined during schematic design.
- 3) Sports field lighting. Existing field lighting is by Musco. Consultant will provide analysis of ROI to convert to LED lighting versus metal halide for both existing and proposed fields.
- 4) Assess drainage on three (3) existing fields and make recommendations for improvements.
- 5) Add parking for new and existing fields. Evaluate new parking area lighting comparing Dominion leased fixtures to County owned fixtures.
- 6) Existing restroom/picnic building renovations and expansions to include concession area.
- 7) A pair of tennis courts, including tennis building, access road, parking, court lights, signage, irrigation and landscaping.
- 8) Provide walks and trails supporting new facilities.

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- 9) Supporting infrastructure including clearing, grubbing, grading and storm drainage; water & sewer facilities.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The existing complex includes three regulation size natural grass fields with movable goals and Musco Sports Lighting (total of 10 poles). Irrigation utilizing a ground water well. Toilet room building with covered picnic table area. Building includes electric room, irrigation/storage room, men's room (2 sinks, 2 toilets, 1 urinal) and women's room (2 sinks and 3 toilets). An existing parking area to the north of the existing fields is approximately 1.5 acres. In addition, an area (approximately 7 acres) to the west of the existing grass fields has been cleared and filled. The site includes an undeveloped area (approximately 6.5 acres) west of the primary park entry and recreation center and an undeveloped area at the corner of May River Road and Buckwalter Parkway.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

See Article 1.1.1 above.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
To be determined
- .2 Construction commencement date:
To be determined
- .3 Substantial Completion date or dates:
To be determined
- .4 Other milestone dates:
To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bidding, in a single bid package which will include a base bid for items within the project budget. WPI will utilize the County's standard procurement documents and process to prepare bid documents.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Landscape Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement,

the Owner and Landscape Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Owner's Representatives:
Mark Sutton, Primary Point contact for the Owner
Shannon Loper
Matt Watts
Andrea Atherton

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Landscape Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

See Owner's Rep list above

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)
(Paragraphs deleted)
N/A

§ 1.1.10 The Landscape Architect identifies the following representatives in accordance with Section 2.3:
(List name, address, and other contact information.)

Kyle Theodore, Principal
Office Phone: 843.681.6618 Ext 236;
Email address: ktheodore@woodandpartners.com
and
Eric Walsnovich, Project Manager
PO Box 23949, Hilton Head Island, SC 29925
Street address: 7 Lafayette Place, Hilton Head Island, SC 29926
Office Phone: 843-681-6618, Ext 243
Email address: ewalsnovich@woodandpartners.com

§ 1.1.11 The Landscape Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Architecture:
Court Atkins Group
PO Box 3978, Bluffton, SC 29910
Phone: 843-815-2557
- .2 Civil Engineer:
Andrews Engineering
2712 Bull Street, Beaufort, SC 29902
Phone: 843-379-2222
- .3 Site Electrical Engineer:
DWG Consulting Engineers
1009 Anna Knapp Boulevard, Suite 202, Mt. Pleasant, SC 29464
Phone: 843-849-1141
With support from Musco Lighting

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- .4 Irrigation Designer:
Mike Clark
Clark Irrigation Design & Consulting, Inc
PO Box 693, Lavonia, GA 30553
Phone: 706-356-0309
- .5 Sports Turf Consulting:
Lee Rummage
Genesis Turf
201 B West Butler Road, Suite 154, Mauldin, SC 29662
Phone: 855-887-3435
- .6 Surveying:
Surveying Consultants
P.O. Box 2395
Bluffton, SC 29910
- .7 Soils & Geotechnical Engineering
Robin Moutray
GHD
57C Sheridan Park Circle
Bluffton, SC 29910
- .8 Wetlands and Wetland Permitting:
Asher Howell
Newkirk Environmental Consultants
P.O. Box 309
Bluffton, SC 29910

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Landscape Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Landscape Architect shall appropriately adjust the Landscape Architect's services, schedule for the Landscape Architect's services, and the Landscape Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs deleted)

ARTICLE 2 LANDSCAPE ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Landscape Architect shall provide professional services as set forth in this Agreement. The Landscape Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Landscape Architect shall perform its services consistent with the professional skill and care ordinarily provided by Landscape Architects practicing in the same or similar locality under the same or similar circumstances. The Landscape Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Landscape Architect shall identify a representative authorized to act on behalf of the Landscape Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Landscape Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Landscape Architect's professional judgment with respect to this Project.

§ 2.5 The Landscape Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Landscape Architect normally maintains, the Owner shall pay the Landscape Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00) for each occurrence and two million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Landscape Architect with policy limits of not less than one million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Landscape Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations: To the fullest extent permitted by law, the Landscape Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Landscape Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Landscape Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF LANDSCAPE ARCHITECT'S BASIC SERVICES

§ 3.1 The Landscape Architect's Basic Services consist of those described in this Article 3 and include usual and customary landscape architectural, architectural, civil, structural, mechanical, and electrical engineering services as well as land surveying, geotechnical, cost estimating and wetland permitting services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Landscape Architect shall manage the Landscape Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Landscape Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Landscape Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Landscape Architect shall provide prompt written notice to the Owner if the Landscape Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Landscape Architect shall submit for the Owner's approval a schedule for the performance of the Landscape Architect's services. The schedule initially shall include anticipated dates for the commencement of professional services as set forth in the Initial Information. With the Owner's approval, the Landscape Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Landscape Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Landscape Architect's written approval.

§ 3.1.5 The Landscape Architect shall contact governmental authorities required to approve the Construction Documents and coordinate with entities providing utility services to the Project. The Landscape Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Landscape Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Pre-Design, Surveying, Geotechnical Reporting, Wetland Services, & Cost Benefit Analyses

3.2.1 Basic land surveying services will be provided for the Phase One area. Subsequent land surveying services may be provided for the tennis complex or other areas as required. Services to include: project area boundary, previously surveyed jurisdictional wetland boundaries, topography, trees to meet the requirements of the Town of Bluffton's tree ordinance, streets and pavements within project area, drainage, restrictions, rights of ways, easements, encroachments, buffers, onsite roads and parking, existing structures and other improvements, playing fields, existing above and visible below ground utilities to include inverts and depths, lights, and other critical elements affecting the areas of new construction and/or renovations. All information on the survey shall be referenced to a benchmark and tied to the State Plane Coordinate System. Survey will rely on County's as-builts for existing conditions including existing buildings and some underground utilities.

3.2.2 The Landscape Architect shall engage geotechnical services for soil borings and testing to explore and evaluate existing Phase One subsurface conditions. This service will become the basis of recommendations for soil, materials and other subsurface improvements necessary to support desired program elements. Geotechnical services will address both existing and newly proposed fields, structures and parking areas and may include test borings, test pits, determinations of soil bearing values and percolation tests.

3.2.3 The Landscape Architect shall engage an environmental consultant to evaluate any proposed wetland impacts including measures to avoid, reduce or mitigate proposed project impacts. If required, wetland permitting and mitigation coordination will be provided.

3.2.4 Prepare a Phase One cost-benefit analysis of natural vs. artificial turf (and appropriate grading/drainage to support); metal halide vs. LED sports field lights; and public utility leased vs. County owned new parking and area lights for review with Owner. These analyses will be provided as a courtesy by Genesis Turf, Musco Lighting and Dominion Electric.

3.3 Schematic Design Phase Services

3.3.1 The Landscape Architect shall review the program and any other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Landscape Architect's services.

3.3.2 Review geotechnical information and cost benefit analyses with Owner. The Landscape Architect shall then reach an understanding with the Owner regarding the requirements of the project including desired approaches to Phase One design, phasing and construction of the project.

3.3.4 Based on the Owner's approval of the previously prepared conceptual master plan and Owner input regarding the program, the Landscape Architect shall prepare Phase One Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, and if applicable, preliminary building plans, sections and elevations.

3.3.3 The Landscape Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

3.3.4 The Landscape Architect shall prepare and present to the Owner an opinion of probable cost for Phase One Schematic Design work prepared in accordance with Section 6.3.

3.3.5 The Landscape Architect shall present the Phase One Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Phase One Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements including the budget for the Cost of the Work and associated design fees, the Landscape Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Phase One Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to landscape architectural, architectural, civil, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.4.2 The Landscape Architect shall update the opinion of probable Cost for Design Development documents prepared in accordance with Section 6.3.

§ 3.4.3 The Landscape Architect shall present the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work and associated design fees, and request the Owner's approval.

(Paragraphs deleted)

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements including the budget for the Cost of the Work and associated design fees, the Landscape Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The construction documents shall be prepared to reflect the Owner's construction budget. The Owner and Landscape Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Landscape Architect shall review in accordance with Section 3.7.

§ 3.5.2 The Landscape Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

(Paragraphs deleted)

§ 3.5.3 During the development of the Construction Documents, the Landscape Architect shall coordinate with the Owner's procurement department in the development and preparation of (1) procurement information that describes the

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time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Landscape Architect shall then compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms provided by the Owner.

§ 3.5.4 The Landscape Architect shall update the opinion of probable costs for 90% construction documents prepared in accordance with Section 6.3.

§ 3.5.5 The Landscape Architect shall present the Construction Documents at the 90% level of completeness to the Owner, advise the Owner of any adjustments to the opinion of probable Cost of the Work, take any action required under Section 6, and request the Owner's approval.

§ 3.5.6 The Landscape Architect shall complete the Construction Documents based on Owner input and submit the final Construction Documents to the Owner for bidding through the Owner's procurement department.

3.6 Permitting & Submittal Services

§ 3.6.1 The Landscape Architect shall prepare and submit PUD zoning amendment application documents to the Town of Bluffton and attend meetings to represent submittals.

(1) Town of Bluffton requires a major PUD amendment.

(2) Submittal will include all necessary documents including traffic impact letter as required by the Town of Bluffton.

(3) The Owner will be responsible for permitting, submittal and application fees for the project.

§ 3.6.2 The Landscape Architect shall prepare and submit preliminary and final development plan review, Planning Commission and Architectural Review Board documents to the Town of Bluffton and attend meetings to represent submittals.

§ 3.6.3 The Landscape Architect shall provide storm water and utility design and submittal documents and submit to permitting agencies including follow-up with agencies, making any necessary revisions and obtaining permits from OCRM, BJWSA, SCDHEC and SCDOT (if utility connections occur within May River Road).

§ 3.6.4 The design team shall prepare, submit and represent a Nationwide Wetland Permit for wetland fill and mitigation (if necessary).

§ 3.7 Procurement Phase Services

§ 3.7.1 General

The Landscape Architect shall assist the Owner in the bidding/procurement phase. Following the Owner's approval of the Construction Documents, the Landscape Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.7.2 Competitive Bidding

§ 3.7.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.7.2.2 The Landscape Architect shall assist the Owner, who will take the lead in bidding the Project. The Landscape Architect will provide assistance by:

- .1 making documents available to the Owner who will facilitate the distribution of Bidding Documents to prospective bidders;
- .2 attending the pre-bid conference for prospective bidders conducted and organized by the Owner;
- .3 assisting the Owner with preparation of responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Owner for their issuance to prospective bidders in the form of addenda; and,
- .4 attending the opening of the bids, and subsequently documenting and distributing the bidding results, as organized and conducted by the Owner.

§ 3.7.2.3 If the Bidding Documents permit substitutions during the bidding phase, upon the Owner's written authorization, the Landscape Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda to the Owner identifying approved substitutions for issuance to all prospective bidders.

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§ 3.8 Construction Phase Services

§ 3.8.1 General

§ 3.8.1.1 The Landscape Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Landscape Architect’s services under this Agreement unless the Owner and the Landscape Architect amend this Agreement.

§ 3.8.1.2 The Landscape Architect shall advise and consult with the Owner during the Construction Phase Services. The Landscape Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Landscape Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Landscape Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Landscape Architect shall be responsible for the Landscape Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

(Paragraph deleted)

§ 3.8.1.3 Subject to Section 4.2 and except as provided in Section 3.7, the Landscape Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Landscape Architect issues the final Certificate for Payment.

§ 3.8.2 Evaluations of the Work

(Paragraphs deleted)

§ 3.8.2.1 The Landscape Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Landscape Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.8.2.2 The Landscape Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Landscape Architect considers it necessary or advisable, the Landscape Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Landscape Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Landscape Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

(Paragraph deleted)

§ 3.8.2.3 The Landscape Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Landscape Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

(Paragraph deleted)

§ 3.8.2.4 Interpretations and decisions of the Landscape Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Landscape Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Landscape Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.8.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Landscape Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

(Paragraph deleted)

§ 3.8.3 Certificates for Payment to Contractor

(Paragraph deleted)

§ 3.8.3.1 The Landscape Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Landscape Architect’s certification for payment shall constitute a representation to the Owner, based on the Landscape Architect’s evaluation of the Work as provided in Section 3.8.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Landscape Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Landscape Architect.

§ 3.8.3.2 The issuance of a Certificate for Payment shall not be a representation that the Landscape Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

(Paragraph deleted)

§ 3.8.3.3 The Landscape Architect shall maintain a record of the Applications and Certificates for Payment.

(Paragraph deleted)

§ 3.8.4 Submittals

§ 3.8.4.1 The Landscape Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Landscape Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Landscape Architect’s professional judgment, to permit adequate review.

(Paragraph deleted)

§ 3.8.4.2 The Landscape Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Landscape Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Landscape Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(Paragraph deleted)

§ 3.8.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Landscape Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Landscape Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Landscape Architect. The Landscape Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Landscape Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.8.4.4 Subject to Section 4.2, the Landscape Architect shall review and respond to requests for information about the Contract Documents. The Landscape Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Landscape Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Landscape Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

(Paragraph deleted)

§ 3.8.4.5 The Landscape Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

(Paragraph deleted)

§ 3.8.5 Changes in the Work

(Paragraphs deleted)

§ 3.8.5.1 The Landscape Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Landscape Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraph deleted)

§ 3.8.5.2 The Landscape Architect shall maintain records relative to changes in the Work as a result of change orders and construction change directives.

(Paragraphs deleted)

§ 3.8.6 Project Completion

(Paragraphs deleted)

§ 3.8.6.1 The Landscape Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Landscape Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

(Paragraph deleted)

§ 3.8.6.2 The Landscape Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

(Paragraphs deleted)

§ 3.8.6.3 When Substantial Completion has been achieved, the Landscape Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

(Paragraph deleted)

§ 3.8.6.4 The Landscape Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

(Paragraphs deleted)

§ 3.8.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Landscape Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included (NIC) in Basic Services but may be required for the Project. The Landscape Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Landscape Architect's (LA) responsibility, and the Owner shall compensate the Landscape Architect as provided in Section 11. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Landscape Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Landscape Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Landscape Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Landscape Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	NIC
§ 4.1.1.2 Multiple preliminary designs beyond those defined in Section 3.3.3 of Schematic Design Phase	NIC
§ 4.1.1.3 Measured drawings	NIC
§ 4.1.1.4 Phase One Land Surveying Services	Provided in Pre Design by LA
<i>(Row deleted)</i>	
§ 4.1.1.5 Phase One Site evaluation and planning	Provided in Pre Design by LA
§ 4.1.1.6 Building Information Model management responsibilities	NIC
§ 4.1.1.7 Development of Building Information Models for post construction use	NIC
§ 4.1.1.8 Phase One Geotechnical Subsurface Evaluation Services	Provided in Pre Design by LA
<i>(Row deleted)</i>	
§ 4.1.1.9 Environmental Wetland Consulting Services	Provided in Pre Design by LA
<i>(Row deleted)</i>	
§ 4.1.1.10 Architectural interior design	NIC
§ 4.1.1.11 Cost benefit analysis beyond those defined in Section 3.2, Pre Design Phase	NIC
<i>(Row deleted)</i>	
§ 4.1.1.12 Opinion of probable cost beyond that defined in Article 3.	NIC
<i>(Row deleted)</i>	
§ 4.1.1.13 On-site project representation	NIC
§ 4.1.1.14 Conformed documents for construction	NIC
§ 4.1.1.15 As-designed record drawings	NIC
§ 4.1.1.16 As-constructed record drawings	NIC
§ 4.1.1.17 Post-occupancy evaluation	NIC
§ 4.1.1.18 Facility support services	NIC
§ 4.1.1.19 Tenant-related services	NIC

Init.

§ 4.1.1.20 Landscape Architect's coordination of and/or response to any Owner consultants or non-governmental reviews	NIC
<i>(Row deleted)</i>	
§ 4.1.1.21 Telecommunications/data design	NIC
§ 4.1.1.22 Security evaluation and planning	NIC
§ 4.1.1.23 Commissioning	NIC
§ 4.1.1.24 Sustainable Project Services	NIC
§ 4.1.1.25 Fast-track design services	NIC
§ 4.1.1.26 Multiple bid packages	NIC
§ 4.1.1.27 Historic preservation	NIC
§ 4.1.1.28 Furniture, furnishings, and equipment design	NIC
§ 4.1.1.29 Other services provided by specialty Consultants	NIC
§ 4.1.1.30 Detailed Traffic Study	NIC
<i>(Row deleted)</i>	
§ 4.1.1.31 Kitchen/Concession cooking equipment design	NIC
§ 4.1.1.32 Design or permitting services for off-site improvements such as Buckwalter Parkway	NIC
§ 4.1.1.33 Detailed design for converting existing metal halide sports field lighting to LED lighting	NIC

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Landscape Architect's responsibility is provided below.

(Describe in detail the Landscape Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Landscape Architect's Services documents that can be included as an exhibit to describe the Landscape Architect's Supplemental Services.)

- 1) See table 4.1.1

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Landscape Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Landscape Architect as provided in Section 11.2.

§ 4.2 Landscape Architect's Additional Services

The Landscape Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Landscape Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Landscape Architect to compensation pursuant to Section 11.5 and 11.6 and an appropriate adjustment in the Landscape Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Landscape Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Landscape Architect shall not proceed to provide the following Additional Services until the Landscape Architect receives the Owner's written authorization:

Init.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing other than those outlined;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Landscape Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Landscape Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Landscape Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Landscape Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Landscape Architect of the Owner's determination. The Owner shall compensate the Landscape Architect for the services provided prior to the Landscape Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Landscape Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Landscape Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. Construction phase services will be provided for items accepted in the base bid and based on a period of twelve (12) months during construction plus two (2) months for startup, substantial completion and final completion for a total of fourteen (14) months. Construction visits include visits by Landscape architect, civil engineer, architect, irrigation consultant and MEP engineer during construction. If this fourteen month period of time is exceeded by more than thirty (30) days, compensation for Basic Services required to complete observation of the Construction Contract will be provided as additional services. Provide periodic construction observation site visits during the construction phase as outlined below. Attend construction observation site visits generally every two weeks during appropriate phases of construction and provide field reports. When the limits below are reached, the Landscape Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Up to thirteen (13) visits to the site by the Landscape Architect and/or team members during construction (one pre-construction site visit; one site visit per month for 12 months)
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.7 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 30 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Landscape Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Landscape Architect, extension of the Landscape Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Landscape Architect. The Owner and the Landscape Architect shall thereafter agree to a corresponding change in the Project's scope, quality and schedule.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Landscape Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Landscape Architect's services.

§ 5.4 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.5 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Landscape Architect. Upon the Landscape Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Landscape Architect in this Agreement, or authorize the Landscape Architect to furnish them as an Additional Service, when the Landscape Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution and construction observation/compliance testing.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Landscape Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Landscape Architect's Instruments of Service.

§ 5.10 The Owner shall include the Landscape Architect in all communications with the Contractor that relate to or affect the Landscape Architect's services or professional responsibilities. The Owner shall promptly notify the

Landscape Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Landscape Architect's consultants shall be through the Landscape Architect.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Landscape Architect's duties and responsibilities set forth in the Contract for Construction with the Landscape Architect's services set forth in this Agreement. The Owner shall provide the Landscape Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Landscape Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Landscape Architect access to the Work wherever it is in preparation or progress.

§ 5.13 Within 15 days after receipt of a written request from the Landscape Architect, the Owner shall furnish the requested information as necessary and relevant for the Landscape Architect to evaluate, give notice of, or enforce lien rights.

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Landscape Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Landscape Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Landscape Architect, represent the Landscape Architect's judgment as a design professional. It is recognized, however, that neither the Landscape Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Landscape Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any opinion of probable cost of the Work, or evaluation, prepared or agreed to by the Landscape Architect.

§ 6.3 In preparing opinions of probable costs of Work, the Landscape Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the opinion of probable cost of the Work to meet the Owner's budget. The Landscape Architect's opinion of probable cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work by third party, the Landscape Architect shall provide such an estimate as a Supplemental Service.

§ 6.4 If, through no fault of the Landscape Architect, the Procurement Phase has not commenced within 90 days after the Landscape Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Landscape Architect's opinion of probable cost of the Work exceeds the Owner's budget for the Phase one portions of the Work, the Landscape Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Landscape Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Phase one portions of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

Init.

- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9;
- .4 in consultation with the Landscape Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Landscape Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Landscape Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Landscape Architect could not reasonably anticipate, the Owner shall compensate the Landscape Architect for the modifications as an Additional Service pursuant to Section 11.5; otherwise the Landscape Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Landscape Architect's modification of the Construction Documents shall be the limit of the Landscape Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Landscape Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Landscape Architect and the Landscape Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Landscape Architect and the Landscape Architect's consultants.

§ 7.3 The Landscape Architect grants to the Owner a nonexclusive license to use the Landscape Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to this Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Landscape Architect shall obtain similar nonexclusive licenses from the Landscape Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Landscape Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Landscape Architect and Landscape Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Landscape Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Landscape Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Landscape Architect and the Landscape Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

Init.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Landscape Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than eight (8) years after the date of Substantial Completion of the Work. The Owner and Landscape Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Landscape Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Landscape Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Landscape Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Landscape Architect's services, the Landscape Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Landscape Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Landscape Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Landscape Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Landscape Architect's option, cause for suspension of performance of services under this Agreement. If the Landscape Architect elects to suspend services, the Landscape Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Landscape Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Landscape Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Landscape Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Landscape Architect shall be compensated for expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Landscape Architect, the Landscape Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Landscape Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Landscape Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Landscape Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Landscape Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Landscape Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Landscape Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$10,000.00

.2 Licensing Fee if the Owner intends to continue using the Landscape Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Landscape Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Landscape Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Landscape Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Landscape Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Landscape Architect to execute certificates, the proposed language of such certificates shall be submitted to the Landscape Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Landscape Architect to execute consents reasonably required to facilitate assignment to a lender, the Landscape Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Landscape Architect for review at least 14 days prior to execution. The Landscape Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Landscape Architect.

§ 10.6 Unless otherwise required in this Agreement, the Landscape Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Landscape Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Landscape Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Landscape Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

Init.

ARTICLE 11 COMPENSATION

§ 11.1 For the Landscape Architect’s Services described under Article 3.2, the Owner shall compensate the Landscape Architect the following lump sum amounts for Pre-design, Surveying, Geotechnical Reporting, Wetland Services and Cost Benefit Analyses, plus reimbursable project expenses:

.1	Pre-design Services.....	\$ 3,500
.2	Surveying	\$35,000
.3	Geotechnical Reporting	\$10,000
.4	Wetland Services	\$ 7,000
.5	Cost Benefit Analyses.....	Courtesy
Subtotal Lump Sum Amount.....		\$ 55,500

11.2 For the Landscape Architect’s Basic Services described under Articles 3.3, 3.4 and 3.5: Schematic Design, Design Development and Construction Document Services for Phase One development (for clarification purposes see Exhibit A), the Owner shall compensate the Landscape Architect the following lump sum amount, plus reimbursable project expenses.

.1	Schematic Design, Design Development & Construction Document Services.....	\$235,400
----	--	------------------

11.3 For the Landscape Architect’s Services described under Article 3.6 the Owner shall compensate the Landscape Architect the following lump sum amounts for Town of Bluffton Permitting & Submittal Services, plus reimbursable project expenses and application fees:

.1	PUD Master Plan Amendment Services.....	\$13,000
.2	Traffic Assessment Memo.....	\$ 3,000
.3	Town of Bluffton Permitting.....	\$23,000

Subtotal Lump Sum Amount.....		\$39,000
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11.4 For the Landscape Architect’s Basic Services described under Articles 3.7 and 3.8: Procurement and Construction Phase Services, the Owner shall compensate the Landscape Architect the following lump sum amounts, plus reimbursable project expenses.

.1	Procurement Phase Services	\$17,500
.2	Construction Phase Services	\$88,100

Subtotal Lump Sum Amount.....		\$105,600
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(Paragraphs deleted)

§11.5 Compensation for Tennis Area: (For clarification of project limits see Exhibit A)

If prepared concurrently with Phase One document and services, the following fees apply, plus reimbursable expenses:

.1	Pre-Design Services (includes pre-design, surveying and geotechnical services)	\$ 12,500
.2	Schematic Design through Construction Phase Services.....	\$105,600
.3	Permitting.....	\$ 8,000

Subtotal Lump Sum Amount.....		\$ 126,100
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(Table deleted)

§ 11.6 For the Landscape Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Landscape Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be determined if requested and/or required

(Paragraph deleted)

§ 11.7 For Additional Schematic Design through Construction Phase Services that may arise from expansion of the Phase One construction budget beyond \$4,500,000 and Phase One Tennis construction budget beyond \$1,500,000, the Owner shall compensate the Landscape Architect based on a percentage of estimated additional construction costs for all elements added, plus reimbursable project expenses at the rate of:

Seven (7) percent of estimated construction costs, plus any additional land surveying or geotechnical services, required

(Table deleted)

§ 11.8 Compensation for Supplemental and Additional Services of the Landscape Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Landscape Architect times one and fifteen one hundredths percent (1.15 %), or as follows:

(Insert amount of, or basis for computing, Landscape Architect’s consultants’ compensation for Supplemental or Additional Services.)

(Paragraphs deleted)

§ 11.9

(Paragraphs deleted)

When compensation identified in Section 11 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent estimate for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.9.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Landscape Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.10 The hourly billing rates for services of the Landscape Architect and the Landscape Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Landscape Architect’s and Landscape Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Partner/President	\$200.00
Sr. Principal	\$165.00
Principal	\$155.00
Sr. Project Manager	\$140.00
Project Manager	\$120.00
Landscape Architect/Sr. Planner	\$105.00
Landscape Architect/Planner	\$100.00
Project Planner	\$95.00
Controller	\$85.00
Administrative/Clerical	\$85.00

(Paragraphs deleted)

§ 11.11 Compensation for Reimbursable Expenses

§ 11.11.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Landscape Architect and the Landscape Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting, application and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Landscape Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Landscape Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.11.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Landscape Architect and the Landscape Architect's consultants plus one and one tenth percent (1.10 %) of the expenses incurred and are estimated to be \$20,000. All project related reimbursable expenses (i.e., reproduction, copies, plots, postage, delivery, fax, long distance telephone, renderings, meals, travel, etc.) in connection with this project are estimated, but not guaranteed to be 5% of the total contract amount. Owner will be responsible for paying permit, application and submittal fees directly. Only costs incurred will be billed.

§ 11.12 **Landscape Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Landscape Architect normally maintains, the Owner shall pay the Landscape Architect for the additional costs incurred by the Landscape Architect for the additional coverages as set forth below:

(Insert the additional coverages the Landscape Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Landscape Architect.)

To be determined if requested and/or required

§ 11.13 Payments to the Landscape Architect

§ 11.13.1 Initial Payments

§ 11.13.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.13.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Landscape Architect of To be determined if requested and/or required shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Landscape Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.13.2 Progress Payments

§ 11.13.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Landscape Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Landscape Architect.

(Insert rate of monthly or annual interest agreed upon.)

One and one half % 1 1/2 per month

§ 11.13.2.2 The Owner shall not withhold amounts from the Landscape Architect's compensation to impose a penalty or liquidated damages on the Landscape Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Landscape Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.13.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

To be determined if requested and/or required

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Landscape Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Landscape Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Landscape Architect

.2

(Paragraphs deleted)

Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

Exhibit A – Buckwalter Park Phase One and Phase One Tennis Area

(Paragraph deleted)

.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

NA

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

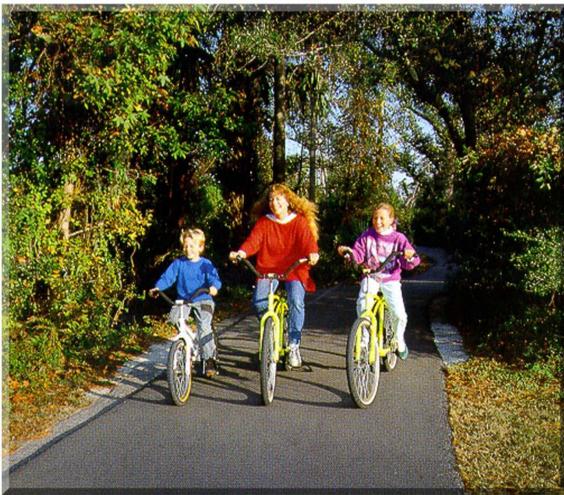
Andrea Atherton CIP Construction Manager
Beaufort County Engineering

(Printed name and title)

LANDSCAPE ARCHITECT (Signature)

Kyle H. Theodore, Vice President
Wood+Partners Inc.

(Printed name, title, and license number, if required)



MULTI-USE TRAIL



SOCCER FIELDS



EXISTING PARKING



EXISTING PAVILION / RESTROOM FACILITY

EXHIBIT A - BUCKWALTER PARK PHASE 1 AND PHASE 1 TENNIS AREA



NOTE: THIS MASTER PLAN INDICATES APPROXIMATELY ± 0.48 ACRES OF WETLAND IMPACTS. IT RELIES ON WETLAND DELINEATIONS DEFINED BY US ARMY CORPS OF ENGINEERS, APPROVED JURISDICTIONAL DETERMINATION (SAC-2019-00437), LETTER AND EXHIBIT ISSUED SEPTEMBER 27, 2019.



Buckwalter Park Conceptual Master Plan Beaufort County, South Carolina



P.O. Box 23949 ■ Hilton Head Island, SC 29925
843.681.6618 ■ www.woodandpartners.com

Professional Services (Architectural/Engineering) for Buckwalter Recreation Athletic Complex Expansion (BRACE)

RFQ 092520E

Summary Score Sheet - Initial Evaluations

Evaluators	WPI	GBA	FitFields	JMT	Beaufort Design Build	CHA
J. Wes Campbell	91	71	94	75	95	94
Mark Sutton	95	45	80	75	90	80
Matt Watts	93	80	92	87	91	96
Shannon Loper	97	72	94	86	92	95
TOTALS:	376	268	360	323	368	365

- 1. WPI 376
- 2. Beaufort Design Build 368
- 3. CHA 365
- 4. FitFields 360
- 5. JMT 323
- 6. GBA 268

Professional Services (Architectural/Engineering) for Buckwalter Recreation Athletic Complex Expansion (BRACE)

RFQ 092520E

Summary Score Sheet - Post Interviews

Evaluators	WPI	Beaufort Design Build	CHA
J. Wes Campbell	91	95	94
Mark Sutton	95	90	80
Matt Watts	98	92	89
Shannon Loper	98	92	86
TOTALS:	382	369	349

- 1. WPI 382
- 2. Beaufort Design Build 369
- 3. CHA 349



Jack Davis
 Account Executive
 Data Network Solutions
jdavis@datanetworksolutions.com
 (803) 991-3046
orders@DataNetworkSolutions.com

Patrick Hill
 Beaufort County Government
 Beaufort Industrial Village 104
 Industrial Village Rd Building 3
 Beaufort, SC. 29902
[email - phill@bcgov.net](mailto:phill@bcgov.net)
 phone - 843-255-7085

Quote:	QBCNUT020821-1
Project:	Lenovo / Nutanix 2 Node Quote HX5520 AHV cluster - 3yr support

MFG	MFG PART#	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Hardware/Software:					
Lenovo	7X84S5U600	LENOVO DATA CENTER : custom HX5520 COB MC00112732 end 3/12/2021	2	\$ 57,424.77	\$ 114,849.54
Lenovo	5PS7A04030	LENOVO DATA CENTER : PROTECTION Ess Svc-3Y	2	\$ 457.88	\$ 915.76
Nutanix	LIC-FLOW-1YR-1	Flow License, 1 node valid for 1 year Nutanix	2	\$ 1,824.98	\$ 3,649.96
Installation Services:					
DNS	DNS Service	DNS Service for HX5520 HW & SW		\$ 6,000.00	\$ 6,000.00
				TOTAL	\$125,415.26

Contract: State of SC 4400019849
 Prepared by: Jack Davis
 Dated: 2/6/21 Prices valid for 30 days. Quote Expires: 03/08/2021
 DNS reserves the right to amend quotation if errors or omissions occur.
 All information contained in this quote is confidential and not to be shared with any third parties unless authorized by DNS
 Taxes, Shipping and Handling not included, and are billed as incurred.
 Credit Card orders are subject to a 3% surcharge.
 Returned hardware may be subject to a 25 % restocking fee.
 All returns must be within 30 days of receipt, be pre-approved and have an DNS RMA#.
 Terms are net 30 days from receipt of invoice. Accounts over 30 days subject to 18% late fees.
 **Purchase Orders can be emailed to orders@datanetworksolutions.com



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Purchase of additional Nutanix HCI Server System nodes – \$132,940.18
MEETING NAME AND DATE:
Public Facilities Committee – March 15, 2021
PRESENTER INFORMATION:
Patrick Hill – Chief Information Officer (10 minutes)
ITEM BACKGROUND:
Hewlett Packard (HP) has announced that they will cease to support the Beaufort County HP server cluster system after 8/2021. This system was placed into production in 2016. HP will no longer provide updates, patches, firmware or helpdesk support for our HP server cluster.
PROJECT / ITEM NARRATIVE:
The Beaufort County IT Division is requesting approval to use the 2019B GO Bond "Information Technology Infrastructure" allocation to purchase 2 additional nodes to augment our existing Nutanix cluster (put into production in Dec. 2018) for \$132,940.18 (includes SC tax). Beaufort County IT will migrate 22 virtual servers used by County departments from the older HP system over to our Nutanix system. The Beaufort County departmental servers that this system will support will be the Detention Center, the Assessor's Office, Record Management, Libraries, Register of Deeds, DSN, and IT. The vendor is on state contract for this item. Data Network Solution, Chapin, SC - State Contract Pricing (contract # 4400018985)
FISCAL IMPACT:
2019B GO Bond "Information Technology Infrastructure" allocation 40120011-54212
STAFF RECOMMENDATIONS TO COUNCIL:
The Information Technology Systems Management Department recommends that the Public Facilities Committee approve the purchase of the additional Nutanix HCI Server System nodes for the cost of \$132,940.18 (includes SC tax)
OPTIONS FOR COUNCIL MOTION:
The Information Technology Systems Management Department recommends that the County Council approve the purchase of the additional Nutanix HCI Server System nodes for the cost of \$132,940.18 (includes SC tax).



Beaufort County Government Nutanix Cluster Expansion

Prepared for: Patrick Hill, CIO

Prepared by: Michael Webb

Date: 3/2/21

Revision: 1.0

EXECUTIVE SUMMARY

Objective

Beaufort County Government has engaged Data Network Solutions (DNS) to provide certified resources to assist with expanding their existing Nutanix cluster, encompassing Lenovo hardware and Nutanix software. This expansion will support the current production environment and address the needs for additional resources and redundancy.

DNS is a Value-Added Reseller with strategic manufacturing and distribution partner relationships. These relationships, DNS engineering, and an uncompromising commitment to customer satisfaction provide a high level of excellence regarding sales, implementation, and support throughout our customer base. DNS, with our partnerships, will provide Beaufort County Government the requested services that will ensure interoperability in your environment to exceed your expectations.

DNS reserves the right to bring in additional resources, particularly manufacturer technical assistance, to help facilitate correct completion of the project. The additional resources will be at no cost to Beaufort County Government. DNS will not seek reimbursement from Beaufort County Government for any expenses related to travel, accommodations, or meals. DNS will provide technical assistance and project management for the project. With this outline of project requirements, DNS and Beaufort County Government will work together in good faith to address items not listed, and the project scope may require modifications.

Primary DNS Contacts

Name	Role	Phone	Email
Jack Davis	Account Executive	(803) 991-3046	jdavis@datanetworksolutions.com
Kevin Torgersen	Solutions Engineer	(843) 992-0027	ktorgersen@datanetworksolutions.com
Thomas Maddox	Manager of Professional Services Engineering	(704) 207-4932	tmaddox@datanetworksolutions.com
Michael Webb	Sales Engineer	(803) 448-4171	mwebb@datanetworksolutions.com

Primary Customer Contacts

Name	Role	Phone	Email
Patrick Hill	CIO	(843) 255-7044	phill@bcgov.net

PROFESSIONAL SERVICES SUMMARY

Customer Project Requirements

- Work with the Beaufort County Government staff to deploy (2) new Lenovo HX5520 Nutanix nodes, expanding their existing Nutanix cluster.

DNS Responsibilities & Deliverables

- Rack/Stack/Cable and Install two (2) Lenovo HX 5520 Nutanix nodes
- Foundation two (2) nodes to the latest stable version of AHV, as of start of project (Any additional upgrades will be a separate scope of work)
- Apply additional Nutanix Licensing to the Cluster
- Configure Networking for the new nodes in support of the Nutanix Cluster (IPMI/CVM/Hypervisor)
- Expand existing Nutanix AHV cluster adding (2) nodes.

General Responsibilities

- Provide knowledge transfer for the Beaufort County Government Staff on the day-to-day operations of the Nutanix environment addressing questions from the team. This will be delivered throughout the deployment and implementation.
- Complete required training to access and work in Beaufort County Government Data Center environment.
- Adhere to data privacy requirements as outlined by Beaufort County Government and respect intellectual property to which we are exposed.
- Anything not listed above requires scope modification as indicated under project logistics.
- Any after business hours work required will be on an as available basis by the DNS engineer and is in no way guaranteed. Additional charges will be incurred based on the specific desire or need.

Customer Responsibilities

- Customer will assign a project lead that will work with the DNS onsite engineer during the duration of the project.
- Provide appropriate resources on scheduled dates.
- Customer will ensure software manufacturer support is available for any Linux VM appliances
- Provide physical and logical components for connectivity of the new storage array
 - 10 GbE network ports
 - IP addressing, routing, and security policies and modifications as needed
 - Provide adequate rack-space, power & cooling for all new equipment
- Provide appropriate software licensing in support of this project
- Customer maintains active support/maintenance agreements with all components in scope of this project
- Provide adequate rack-space, power & cooling for all new equipment
- Provide advanced notice of schedule changes that affect scheduled work.
- Provide advanced access to required training and privacy standards for systems with which DNS resources will engage.
- Provide network and/or internet access as needed during the duration of the engagement with DNS resources.

Mutual Responsibilities

- Validation and acceptance testing, against success criteria agreed upon in the workshop

Assumptions

Due to the COVID19 Pandemic, Remote Sessions will be the preferred delivery method for this project. Any on-site assistance must adhere to DNS, Beaufort County Government, State and Local Policy/Regulations.

PROJECT LOGISTICS

Communications & Project Management

Your account team listed above will be the primary point of contact throughout the engagement and will provide project oversight and management. Should additional resources need to be introduced they will be brought in by your account team. Escalations for issues can go to the DNS Manager of Sales Engineering and/or Manager of Professional Services Engineering as needed.

Project Modifications

Modifications to this statement of work will require participation from both Beaufort County Government management and the DNS account team and will be documented in a new statement of work issued once changes have been agreed upon.

Work Hours

DNS will work with Beaufort County Government to determine what environmental changes can occur at which times and provide scheduling according to customer and technological requirements.
Regular Work Hours are: Monday through Friday, 8am – 5pm excluding nationally observed holidays.
Weeknight Hours are: Monday 5pm through Friday 8am excluding nationally observed holidays.
Weekend Hours are: Friday 5pm through Monday 8am excluding nationally observed holidays.
Holiday Hours are: Any nationally observed holiday and weekend days adjoining those holidays.

Work Location(s)

Work shall be performed at the following Beaufort County Government location(s):

- 100 Ribaut Rd Beaufort, SC 29902
- Remote

Delivery Methodology & Timeline

Services may be delivered in person or via remote access as agreed between DNS and Beaufort County Government.

Unless specified otherwise, all work is to be completed within one calendar year of the issuance of a purchase order for these services. All projects are scoped as Firm Fixed Price engagements unless otherwise outlined in this section, with project completion contingent on the successful implementation of deliverables listed under DNS Responsibilities & Deliverables.

Confidentiality

All information contained within this statement of work are the intellectual property of Data Network Solutions, and will not be shared outside of the relationship between DNS and Beaufort County Government without express written permission of the DNS account executive.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Memorandum of Agreement between Beaufort County and the Town of Hilton Head Island (ToHHI) for the Summit Drive/Gateway Circle traffic improvement project discussion
MEETING NAME AND DATE:
Public Facilities Committee – March 15, 2021
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator David Wilhelm, Special Projects Director (10 mins)
ITEM BACKGROUND:
The Memorandum of Agreement between Beaufort County and the Town of Hilton Head Island for the Summit Drive/Gateway Circle traffic improvement project was discussed and approved at Public Facilities Committee on February 16, 2021. The item was moved forward for County Council approval on March 8, 2021, however; prior to the meeting it was removed due to the Town of Hilton Head Island requesting a long-term commitment from Beaufort County to continue operations of the Hilton Head Island convenience center as a part of the agreement. The initial term proposed to maintain the center for a twenty-year commitment.
PROJECT / ITEM NARRATIVE:
Beaufort County operates a solid waste and recycling convenience center on property owned by the ToHHI. Summit Drive is a two lane paved road that provides access not only to the convenience center but also to many businesses. The very high volume of vehicles using the convenience center causes traffic problems on Summit Drive. The ToHHI completed a design to realign Summit Drive that will create a bypass around the convenience center. This new alignment will allow traffic to flow unimpeded around the center. The current Summit Drive pavement will remain, serving as an access road dedicated solely for users of the convenience center.
FISCAL IMPACT:
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Due to the uncertainty with the future of this site, staff recommends negotiating with the Town to find a mutually agreeable solution.</i>
OPTIONS FOR COUNCIL MOTION:
For discussion only.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Hilton Head Island Airport (HXD)Terminal Funding Discussion (Fiscal impact: TBD)
MEETING NAME AND DATE:
Public Facilities Committee– March 15, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
ITEM BACKGROUND:
<i>The airport terminal project has been discussed previously as a planning item and also had design contracts approved by County Council on January 27, 2020.</i>
PROJECT / ITEM NARRATIVE:
<i>The terminal project will deliver a vastly-improved facility to residents and visitors at the airport. Currently, the airport is working with a 26 year old, pre-9/11 building that does not meet the customer needs or security needs of the airport. The airport has secured the maximum amount of FAA funding for the project but terminals are funded differently than other airport projects, resulting in a significant funding need even with the FAA grants. The airport is working with local, state, and federal delegations to secure funding. The project is projected to be ready to bid this summer (2021). It is in the best interest of the project (financial, schedule, efficiency) to be able to bid and execute the entire project at one time rather than breaking it into multiple phases with separate bids. Funding must be identified in order to proceed to the bid phase.</i>
FISCAL IMPACT:
<i>The fiscal impact is not yet known but could be as much as \$27 million if none of the current efforts are successful.</i>
STAFF RECOMMENDATIONS TO COMMITTEE:
For Discussion only
OPTIONS FOR COMMITTEE MOTION:
N/A



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Lease extension for courthouse parking lot

Council Committee:

Public Facilities Committee

Meeting Date:

March 15, 2021

Committee Presenter (Name and Title):

Kurt Taylor, County Attorney

Issues for Consideration:

The county has leased a privately-owned parking lot adjacent to the old courthouse for use by persons doing business in the building. The lease expired last fall, after a short extension. Now that the courthouse has a proposed new use, it is time to renew the lease again. The term would be for a renewable period of ten years at a rate of \$50,000 per year. The first year would be a prorated \$35,500 starting in April.

Points to Consider:

The future use of the courthouse is now more certain and the parking lot is needed.

Funding & Liability Factors:

Cost is \$50,000 per year. First year will be a prorated \$35,500.

Council Options:

Approve, modify, or reject

Recommendation:

Staff recommends Council approve the lease renewal.

NOW THEREFORE, for and in consideration of the sum of the rent to be paid by Lessee to Lessor, the covenants and agreements of the parties, and other good and valuable considerations flowing one to the other, the adequacy and sufficiency thereof being hereby acknowledged, the Lessee and Lessor agree as follows:

1. Section 2 of the Initial Lease, Term, is amended to reflect : “The term of this lease, as amended by the Ground Lease Extension and Amendment (“2021 Lease Extension”) shall be for a term of ten (10) years, commencing on January 1, 2021, with an option to renew for an additional ten years, terminating at midnight of December 30, 2030 unless renewed, whereupon the termination date will be midnight of December 30, 2040, both dates inclusive, unless sooner terminated pursuant to the terms of this lease Lessee shall notify Lessor of its intentions regarding renewal at least sixty (60) days prior to the December 30, 2030 termination date .”
2. The first paragraph of Section 3 of the Initial Lease is amended to reflect an annual installment sum of \$50,000.00, each annual installment payment being payable in advance on or before January 1st of each year;
3. The second paragraph of Section 3 of the Initial Lease is effectively deleted in its entirety and substituted by the following:
 - a. The installment lease payment will be subject to increase by the annual Consumer Price Index (CPI) factor (as defined in Section 18 hereinbelow) each year of the lease, beginning in the lease year commencing on January 1, 2022, lease year 2021 being the initial base year for calculating the CPI factor.
4. Section 18 is effectively deleted in its entirety and substituted by the following:
 - a. Effective on the first day of each January, so long as this lease remains in effect, beginning on January 1, 2021, the annual installment lease payment set forth above shall be increased on an annual basis; and lessee agrees to pay lessor, during each ensuing calendar year, the new adjusted basic rent in an amount which, in each calendar year, is equal to that amount determined by multiplying the annual lease

installment payment payable at the end of the preceding calendar year by a multiplier equal to the number one plus the Consumer Price Index ("CPI") (now known as the "United States Department of Labor, Bureau of Labor Statistics, Consumer Price index, Southeast Region, South Atlantic Division for all Urban Consumers, Seasonally Adjusted, All Items, percent change as of January 1") for the preceding calendar year ("base CPI"); e.g. for the year commencing January 1, 2022, the CPI shall be determined for the 12 months ending January 1, 2021, and if there was a 1.4% CPI published for that period, the installment lease payment multiplier would be 1.014, effective January 1, 2022, and the annual installment payment would increase from \$50,000.00 to \$50,700.00. The following year, the annual installment of \$50,700.00 would be subject to the CPI for the year ending January 1, 2022 in like manner. The current CPI Index Over Table is found at <https://www.bls.gov/regions/southeast/data/xg-tables/ro4xg01.htm>

5. Notwithstanding the execution date of this 2021 Lease Extension being subsequent to the Effective Date of January 1, 2021, and the holdover provisions of the Lease Extension and Option, which provided for a payment of \$4,166.50 per month after August 30, 2020, the parties agree that the first annual installment payment will be due ten days after passage of such Resolution or Ordinance of Beaufort County as is necessary to authorize this 2021 Lease Extension, with the second installment payment due January 1, 2022, and that for the holdover period between September 1, 2020 and April 1, 2021, the sum of \$1.00 shall be due and payable at the same time as the first annual installment is made, which first installment shall be pro-rated based on the period April 1, 2012 through December 31, 2021 (i.e., 9/12ths).

SIGNATURES BEGIN ON FOLLOWING PAGE

In witness whereof, the parties have executed this agreement on the date first written above.

WITNESSED:

COUNTY OF BEAUFORT

By: _____
Eric Greenway, Interim County Administrator
Date: _____

G. G. DOWLING FAMILY PARTNERSHIP, LP

By: _____
G. Geddes Dowling III, General Partner
Date: _____

ACKNOWLEDGMENTS FOLLOW

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that G. Geddes Dowling, III, General Partner of the G.G. Dowling Family Partnership, L.P., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____, 2021.

Notary Public for South Carolina
My commission expires:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Eric Greenway, Beaufort County Interim Administrator, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____, 2021.

Notary Public for South Carolina
My commission expires:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Public Works Signal Maintenance Agreement (SMA) with South Carolina Department of Transportation (SC DOT).
MEETING NAME AND DATE:
Public Facilities Committee - March 15, 2021
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator – Engineering Neil Desai, P.E - Public Works Director (<i>Alternate</i>) (10 min)
ITEM BACKGROUND: FOR DISCUSSION ONLY
<i>See below.</i>
PROJECT / ITEM NARRATIVE:
Beaufort County has historically entered a SMA with SC DOT that allows Beaufort County staff to maintain all of SC DOT’s intersections within the County for qualified reimbursements as compensation. Currently there are 47 intersections within Beaufort County with 35 being SC DOT intersections and the remaining 12 Beaufort County intersections. The qualified reimbursements do not cover all of Beaufort County expenses such as overtime/on call salary, benefits, employee insurance, vehicle insurance, fuel, and maintenance of traffic operation vehicles. The requirements to obtain the qualified reimbursements are extremely specific and lack flexibility.
FISCAL IMPACT:
<i>Beaufort County Traffic Operations Division expends approximately \$176K towards maintenance of SC DOT intersections excluding overtime/on call salary costs, employee benefit costs, employee insurance costs, vehicle insurance costs, fuel costs, and maintenance of traffic operation vehicle costs.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff intends to brief Beaufort County Council to formalize a plan to transition out of the SMA with SC DOT.
OPTIONS FOR COUNCIL MOTION:
<i>No motions needed at this time.</i>