



## 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

#### 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

## Public Facilities Committee Agenda

Monday, June 21, 2021 at 3:00 PM

**\*\*OR IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE NO SOONER THAN 3:00\*\*** This meeting will be held both in person at Executive Conference Room 100 Ribaut Road, Beaufort, and virtually through Zoom. Please be aware that there is limited seating available for the in-person meeting and attendees must practice social distancing

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. *PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT*
4. APPROVAL OF AGENDA - APRIL 19, 2021
5. APPROVAL OF MINUTES
6. **CITIZENS COMMENT:** CITIZENS MAY JOIN VIA WEBEX USING THE LINK AND MEETING INFORMATION BELOW:

#### [MEETING LINK](#)

Meeting number (access code): 161 4154 7770

Password: BC123

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

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### AGENDA ITEMS

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7. ASSISTANT COUNTY ADMINISTRATORS REPORT
8. UPDATE ON HILTON HEAD ISLAND AIRPORT TERMINAL TO INCLUDE SHORT-TERM CONGESTION AND LONG-TERM FUNDING PLAN
9. HILTON HEAD ISLAND AIRPORT (HXD) – AIRCRAFT RESCUE AND FIRE FIGHTING CLASS 4 TRUCK – OSHKOSH AIRPORT PRODUCTS (FISCAL IMPACT: OSHKOSH AIRPORT PRODUCTS BID - \$653,626.00 FAA 100% GRANT-REIMBURSABLE)
10. HILTON HEAD ISLAND AIRPORT (HXD) – CONTRACT CHANGE ORDER NO. FOUR – QUALITY ENTERPRISES USA, INC. – RUNWAY 3 EXTENSION (FISCAL IMPACT:) INCREASE CONTRACT AMOUNT BY \$264,341,38 (95% IS GRANT-REIMBURSABLE)
11. 2021 HILTON HEAD ISLAND AIRPORT DIGITAL MARKETING SUMMER CAMPAIGN (FISCAL IMPACT: UPFRONT COST OF \$75,000.00 TO BE PAID IN

INSTALLMENTS BY BEAUFORT COUNTY - 100% REIMBURSEMENT WILL COME FROM TOWN OF HILTON HEAD ISLAND 2021 TAX DOLLARS)

- [12.](#) HILTON HEAD ISLAND AIRPORT (HXD) – JANITORIAL SERVICES - LOWCOUNTRY COMMERCIAL SERVICES – EMERGENCY PURCHASE FISCAL IMPACT: 90-DAY MONTH TO MONTH PROPOSAL - \$62,505.00 - 54000011-51210 (CLEANING SERVICES)
- [13.](#) TOWER OPERATING AGREEMENT BETWEEN FEDERAL AVIATION ADMINISTRATION (FAA) AND BEAUFORT COUNTY, HILTON HEAD ISLAND AIRPORT (HXD) – UPDATED SIGNATURES (FISCAL IMPACT: NONE)
- [14.](#) RECOMMENDATION FOR FY22 CONTRACT RENEWAL APPROVALS FROM VARIOUS DEPARTMENTS TO THE PUBLIC FACILITIES COMMITTEE.
  - A. WASTE MANAGEMENT HICKORY HILL LANDFILL - SOLID WASTE - \$3,000,000
  - B. REPUBLIC WASTE SERVICES - SOLID WASTE HAULING - \$2,060,000
  - C. OAKWOOD LANDFILL WASTE MANAGEMENT RIDGELAND - DISPOSAL OF CLASS II - \$377,000
  - D. SOUTH COAST RESOURCES INC - YARD WASTE RECYCLING - \$248,000
  - E. ECOFLO - HOUSEHOLD HAZARDOUS WASTE - \$183,700
  - F. DOLPHIN SHARED MANAGEMENT - DAUFUSKIE TRANSFER SOLID WASTE - \$145,000
  - G. POWERHOUSE - ELECTRONIC WASTE - \$110,000H. C2G - WASTE TIRE HAULING - \$108,000
  - I. A&B CLEANING SERVICES INC. - CLEANING FOR COUNTY FACILITIES - \$630,000
  - J. TETRA TECH INC - STORM DEBRIS REMOVAL ETC. - ONLY WILL COST IF UTILIZED
- [15.](#) RECOMMENDATION OF AWARD FOR RFP 041621 RECYCLABLES COLLECTION AND PROCESSING SERVICES FOR BEAUFORT COUNTY (\$1,000,000)
- [16.](#) RECOMMENDATION OF AWARD FOR RFQ 043021E NEW RIVERSIDE VILLAGE PUBLIC LIBRARY ARCHITECTURE AND ENGINEERING SERVICES (\$566,500)
- [17.](#) RESOLUTION REVISING RESOLUTION 2020/26 REFLECTING THE APPROPRIATE AMOUNT OF CDBG AND LOCAL FUNDING CONTAINING THE REQUIRED COST SAVINGS LANGUAGE FOR THE DETOUR ROAD SIDEWALK EXTENSION PROJECT. (\$461,868)
- [18.](#) RECOMMENDATION OF AWARD FOR IFB #051321– BREWER MEMORIAL STORMWATER IMPROVEMENTS (\$371,212.71)
- [19.](#) RECOMMENDATION OF AWARD NON-COMPETITIVE CONTRACT WITH UNIVERSITY OF SOUTH CAROLINA BEAUFORT (USCB) WATER QUALITY LAB (\$170,000.00)
- [20.](#) RECOMMENDATION OF AWARD IFB#051121E BATTERY CREEK POOL RESURFACING (\$67,850)
- [21.](#) PATHWAYS PROJECT VIRTUAL PUBLIC MEETING SUMMARY – RIBAUT ROAD SIDEWALK AND BLUFFTON PARKWAY PATHWAY
- [22.](#) A RESOLUTION ESTABLISHING RIGHT OF WAY ACQUISITION POLICIES ASSOCIATED WITH THE IMPLEMENTATION OF 2018 ONE CENT SALES TAX REFERENDUM PROJECTS APPROVED BY VOTERS NOVEMBER 6, 2018.
- [23.](#) LAND ACQUISITION – FACTORY CREEK M2 PROJECT – PARCEL #R200 015 000 0559 0000 (\$1.00)
- [24.](#) BEAUFORT COUNTY STORMWATER – DESIGNATION OF PUBLIC WORKS ENFORCEMENT OFFICERS (NO FISCAL IMPACT)
25. WRAP UP DISCUSSION ON DAUFUSKIE ISLAND FERRY AND BUCKINGHAM LANDING
26. LITTERING DISCUSSION
27. CHAIRMEN WRAP UP
28. ADJOURNMENT



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
APPROVAL OF MINUTES
<b>MEETING NAME AND DATE:</b>
PUBLIC FACILITIES COMMITTEE MEETING <ul style="list-style-type: none"><li>JUNE 21, 2021</li></ul>
<b>PRESENTER INFORMATION:</b>
COMMITTEE CHAIRMAN RODMAN
<b>ITEM BACKGROUND:</b>
PUBLIC FACILITIES COMMITTEE MEETING <ul style="list-style-type: none"><li>APRIL 19, 2021</li></ul>
<b>PROJECT / ITEM NARRATIVE:</b>
CONSIDERATION OF APPROVAL FOR PUBLIC FACILITIES MINUTES FROM APRIL 19, 2021.
<b>FISCAL IMPACT:</b>
NONE
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
APPROVE, MODIFY, OR REJECT
<b>OPTIONS FOR COUNCIL MOTION:</b>
MOTION TO (APPROVE, MODIFY, REJECT) PUBLIC FACILITIES COMMITTEE MINUTES FROM APRIL 19, 2021.



**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**  
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Robert Smalls Complex  
100 Ribaut Road

**Contact**  
Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228  
(843) 255-2180

**Public Facilities Committee Minutes**

**Monday, April 19, 2021 at 2:00 PM**

**PRESENT**

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

**ABSENT**

Council Member D. Paul Sommerville  
Council Member Lawrence McElynn  
Council Member Logan Cunningham

**CALL TO ORDER**

Chairman Rodman called the meeting to order at 2:00 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 Council Member Howard, seconded by Committee Vice-Chair Glover to approve the agenda. The motion was approved without objection.

**CITIZENS COMMENTS**

Susan Boyd provided a comment about Pickleball  
Elly Levin provided a comment about Pickleball  
Josh Josey provided a comment about Pickleball  
Geoff Back Provided a comment about Pickleball  
Emily provided a comment about Pickleball  
Jeff provided a comment about Pickleball

**ACTION ITEMS**

**Consideration of authorization to proceed with design and permitting of SC 170 improvements between 278 and 462 on an expedited basis, not to exceed \$300,000.**

Jared Fralix provided an update about 170 Improvements between 278 and 462.

**Motion:** It was moved by Council Member Lawson, seconded by Council Member Passiment to proceed with design and permitting of SC 170 improvements between 278 and 462 on an expedited basis, not to exceed \$300,000 to move forward to County Council for approval. Voting Yea: Committee Chairman Rodman, Council Member Sommerville, Council Member Howard. Voting Nay: Committee Vice-Chair Glover, Council Member Flewelling, Council Member Dawson. The motion was approved 5:3

**Consideration of authorized to proceed with conceptual improvements (post toll removal and Pre-278 Corridor construction) on an expedited basis to relieve congestion and improve safety, not to exceed \$100.**

Jared Fralix advised of the short-term solution to relieve congestion on 278.

**Motion:** It was moved by Council Member Lawson to proceed with conceptual improvements (post toll removal and pre-278 Corridor construction) on an expedited basis to relieve congestion and improve safety, not to exceed \$100. The motion failed.

**Consideration of recommendation to proceed with 2022 Transportation Sales Tax Referendum for either 4 years or more**

Jared Fralix provided the draft list for the impact fee on transportation 10-year projects.

Chairman Rodman stated the sales tax referendum should get another referendum to use on the projects are approximately 1.3 Billion.

Eric Greenway stated there should be input from a citizens committee to bring forth a project list.

**Status:** Informational Purposes Only

**Consideration of a recommendation to proceed with a Bond Anticipation Note (ban) and/or other financing to fund the Hilton Head Airport Terminal and urgent projects including potential Federal Infrastructure Bill projects.**

**Status:** Informational Purposes Only

**Update on Solid Waste and Recycling, including the convenience centers, the decal system, and the Enterprise Fund, including setting millage.**

Cindy Carter stated the 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.

**Status:** Informational Purposes Only

**Update on Lady's Island Access Roads, and US 21 Corridor Improvements**

Jared Fralix stated it is recommended to proceed into the design phase for the US 21/SC 802 Corridor Improvements. The design process should further review the viability to incorporate the vision of the Lady's Island Plan Implementation Committee/Lady's Island Village Center Task Force for a "walkable village concept" along US 21 BUS (Sea Islands Parkway) to include the intersection of Sea Islands Parkway/Lady's Island Drive/Sam's Point Road intersection. These improvements should also consider access management and bicycle and pedestrian accommodations. The improvements would also be coordinated with SCDOT. In addition, the proposed improvements would be coordinated with improvements as required by development agreements. For example, the White Hall Plantation Development proposed improvements were shown on the exhibits with West Area Exhibits 1-4 tying to their improvements. Dependent upon a development implementation, the developer may construct their proposed improvements prior to the sales tax project, or they may make a financial contribution for their required improvements and their improvements would be

incorporated into the overall sales tax project. With either option, the sales tax project's design would be coordinated with a development's required improvements.

**Status:** Informational Purposes Only

**Update from Assistant County Administrator, Jared Fralix**

Jared Fralix provided an update on Solid Waste pickup from Earth Day, Recycling at the convenience centers, 278-Independent Review, Sam's Point Turn Lane construction, dirt road pavement, boat ramps, Arthur Horne building and construction, Bluffton Library, and the multi-year county gold standard.

**Status:** Informational Purposes Only

**Recommendation of Award RFQ#040920E 2018 One-Cent Sales Tax Construction Engineering & Inspection Services (\$3,347,718.68)**

Jared Fralix stated in March 2020, Beaufort County published a solicitation for the Program Management, Construction Engineering and Inspection (CE&I) Services for the 2018 One-Cent Sales Tax. In September 2020, County Council approved the Recommendation of Award to J.Bragg Consulting, Inc. for the Program Management portion of the solicitation whose sub-consultant for CE&I was F&ME Consultants. At the time, the only project nearing construction was Sam's Point Turn Lane, therefore; F&ME did not submit a full cost proposal for the program.

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Passiment to move forward to County Council for the motion to approve the recommendation of award of the 2018 One-Cent Sales Tax CE&I to F&ME Consultants as a sub-consultant to J.Bragg Consulting, Inc. to move forward to County Council for approval. The motion was approved without objection.

**Recommendation of award for IFB #031021 HVAC and Control Energy Management System Replacement for the Detention Center (\$1,548,125.00)**

Jared Fralix stated the project consist of replacing the existing fifteen (15) rooftop air handling units located at the Beaufort County Detention Center and the project also includes replacing the buildings HVAC control and energy management system for connection to the County's central control and monitoring system.

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Passiment to moved forward to County Council for the recommendation of award IFB#031021 Detention Center HVAC and Control Energy Management System to Triad Mechanical to move forward to County Council for approval. The motion was approved without objection.

**Recommendation for additional work - Beaufort County Road Resurfacing Year 4 contract (\$399,517)**

Jared Fralix stated there is additional work needed to be done for the resurfacing county roads.

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Passiment to approve the recommendation of a change order for Beaufort County Road Resurfacing Year 4 IFB #121020E to Eurovia Atlantic Coast LLC, DBA Blythe to move forward to County Council for approval. The motion was approved without objection.

**Recommendation to Award IFB#021121E Earthwork & Site Utilities at Myrtle Business Park Commercial Development (\$367,562)**

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Passiment to approve the recommendation of award for Myrtle Business Park Earthwork & Site Utilities IFB 021121E to J S Construction Services to move forward to County Council for approval. The motion was approved without objection.

**RFQ 100820 Parks and Recreation Master Plan Consulting Services Contract Award Recommendation**

Jared Fralix stated Beaufort County has been in need of an overall Parks and Recreation Master Plan for some time. This process will provide County Council and Parks and Recreation staff the ability to handle short and long-term goals. It will also be a great tool in getting community involvement to understand the wants and needs of parks and programming.

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Passiment to approve the contract and forward to County Council for final approval. The motion was approved without objection.

**Recommendation to award Access Control and Security Cameras Contract for the Sheriff's Office 1501 Bay Street (\$61,662.37)**

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 1501 Bay Street. Beaufort County utilizes Avigilon throughout our facilities.

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Passiment to approve the recommendation of award for access control and security cameras for the Sheriff's Office at 1501 Bay Street to Codelynx Software and Security. The motion is approved without objection.

**Recommendation of Award IFB#030421E Bluffton Pool Resurfacing (\$60,892.50)**

Jared Fralix stated The Bluffton Pool Resurfacing Scope of work includes draining the pool, identifying and repairing delaminated surfaces, and resurfacing with quartz plaster, refilling and balancing water in preparation for use. The work shall include permits, fees, and DHEC approval documents for the work. The existing pool surface is extensively delaminated at the assumption of at least 80% of the pool surface area.

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Passiment to approve the recommendation of award for IFB#030421E Bluffton Pool Resurfacing to Andersen Pool Plastering, Inc. The motion is approved without objection.

**Commercial Property Lease Agreement –30 Hunter Road, Hilton Head Island, SC 29926 - APAC-Atlantic Inc. (Fiscal impact: \$12,600.00 Incoming Funds)**

Jared Fralix stated the property at 30 Hunter Road has been acquired by Beaufort County as of 4/1/2020 as part of the phased expansion of the aircraft ramp, the passenger terminal, and vehicle parking. The long-term plan for the property and the buildings includes demolition and use of the property as part of the airport projects.

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Passiment to approve the 6-month lease agreement to APAC-Atlantic, Inc. The motion is approved without objection.

**Commercial Property Lease Agreement Update for Stoneworks, LLC (Fiscal Impact: Minor amount of forgone revenue, revenue that does not currently exist)**

Jared Fralix stated this is one of the properties that has been acquired in support of the terminal and ramp expansion at the airport. Due to the complexity of the relocation effort for this tenant, the lease is being offered past the original move-out date but is being offered at a significantly reduced rate in recognition of the amount of effort that is required for this specific tenant's relocation and reestablishment.

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Sommerville the updated Commercial Property Lease Agreement for Stoneworks, LLC located at 28 Hunter Road, Hilton Head Island, SC 29926. The motion is approved without objection.

**Lease Agreement for the Lobeco Library with the Beaufort County School District. (\$1 for the term of the lease)**

Jared Fralix stated Beaufort County retains a lease with the Beaufort County School District for a property on which sits both the Library and the Head Start Building. The lease will expire on December 31, 2025. Head Start has a similar lease with the Beaufort County School District. The School District has asked to amend the lease to exclude the Head Start Building. The Beaufort County School District has represented that such a lease with Head Start is necessary so that Head Start can apply and receive significant grant money.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Sommerville to adding an addendum to the existing lease which expires in 2025 to exclude the Head Start Building from the lease to move forward to County Council for approval. The motion is approved without objection.

**An ordinance authorizing the execution and delivery of Utility Easements #901550 & 901551 encumbering property owned by Beaufort County.**

Jared Fralix stated Beaufort County has requested electrical services for a shed located on the Public Works South Complex. Dominion Energy needs easements on County Parcels R600 040 000 0005 0000& R600 039 000 0285 0000to facilitate this request. The Public Works building located at9 Benton Field Road (R600 039 000 0285 0000)has electrical services, however, the Southeasternproperty corner where the shed is located does not have electrical services. Dominion plans on providing service from County ParcelR600 040 000 0005 0000which abuts the southern property line and is identified in Exhibit "A" of the requested easements.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Sommerville to approve granting Utility Easements #901550 & 901551. The motion was approved without objection.

**Intergovernmental Agreement between Beaufort County and Town of Yemassee for Special Projects and Associated Services**

Jared Fralix stated the Town of Yemassee and Beaufort County have worked together on a few infrastructure-based projects on one-time basis agreements. Beaufort County and the Town of Yemassee seek to enter into an agreement whereby the County and Town may offer aid and assistance to each other for special projects and associated services including project management, inspection services, community relations, utility service agency coordination, and public affairs related to those projects which have a define beginning and conclusion. The initial term of the agreement will be two (2) years with the option to renew for three additional one (1) year renewals not to exceed a total of five (5) years.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Sommerville to approve the Intergovernmental Agreement between Beaufort County and Town of Yemassee for Special Projects and Associated Services. The motion was approved without objection.

**BOARDS AND COMMISSIONS**

**REAPPOINTMENT OF BRUCE KLINE FOR A 4TH TERM TO THE CONSTRUCTION ADJUSTMENT AND APPEALS BOARD WITH AN EXPIRATION DATE OF 2025**

Motion: It was moved by Council Member Flewelling, seconded by Council Member Sommerville to recommend to County Council for the reappointment of Bruce Kline. The motion was approved without objection.

**ADJOURNMENT**

The meeting was adjourned at 3:41 PM



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Hilton Head Island Airport (HXD) – Aircraft Rescue and Fire Fighting Class 4 Truck – Oshkosh Airport Products <i>(Fiscal impact: Oshkosh Airport Products bid - \$699,380.00 This project is <b>funded 100% by an FAA AIP Grant</b>)</i> <i>Budget Info: 5401 0012 Obj Code: 54200 (no balance as expenditures are not anticipated for a year)</i>
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – June 21, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E. ACA Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
<b>ITEM BACKGROUND:</b>
The Hilton Head Island Airport must provide Aircraft Rescue and Firefighting (ARFF) services in order to maintain compliance with FAA requirements as a CFR Part 139 Commercial Service Airport. The airport’s ARFF index now requires this additional ARFF vehicle. The expense is eligible for and has received FAA Airport Improvement Program grant funding (see backup.)
<b>PROJECT / ITEM NARRATIVE:</b>
The addition of this vehicle increases the equipment readiness of the ARFF which results in added protection for those who use the Hilton Head Island Airport. Due to the length of time to build this custom vehicle, funds <b>will not actually be expended for approximately a year</b> . The airport requests permission to enter in to the contract and also request Council’s approval to accept the grant - see attached (letter from FAA pending).
<b>FISCAL IMPACT:</b>
<i>Oshkosh Airport Products bid - \$699,380.00</i> 100% of cost is covered by FAA Budget Info: 5402 0011 Obj Code: 54200
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Approve the contract with Oshkosh for the manufacture of the Aircraft Rescue and Fire Fighting (ARFF) Class 4 Truck and approve acceptance of FAA grant for 100% funding</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Motion to approve /deny contract with Oshkosh for the manufacture of the Aircraft Rescue and Fire Fighting (ARFF) Class 4 Truck and approve acceptance of FAA grant for 100% funding</i> (Next Step – Bring recommendation to approval to next County Council meeting June 28, 2021)

# PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT



<b>Project Name:</b>	Aircraft Rescue and Firefighting (ARFF) Vehicle
<b>Project Number:</b>	IFB 050721HXD
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	12-May-21
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	TOTAL COST
Oshkosh	X	X	X	X	None	X	Base Cost \$653,626.00 Tax \$ 45,754.00 Total Price \$ 699,380.00
Rosenbauer		X		X	None	X	Base Cost \$ 674,980.00 Tax \$47,248.60 Total Price \$722,228.60

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

*David Thomas*  
 \_\_\_\_\_  
 Bid Administrator Signature

*Victoria Moyer*  
 \_\_\_\_\_  
 Bid Recorder

# Press Release – FAA Awards \$898.9 Million in Airport Improvement Grants

## For Immediate Release

May 13, 2021

Contact: [pressoffice@faa.gov](mailto:pressoffice@faa.gov)

## Celebrating 75 Years of Airport Grants

**WASHINGTON** – The U.S. Department of Transportation’s [Federal Aviation Administration](#) (FAA) announced the award of more than \$898.9 million in infrastructure and safety projects through the [FY2021 Airport Improvement Program](#) (AIP). This total includes \$113.5 million in [American Rescue Plan Act](#) funding to award all grants at a 100-percent federal share.

Airport Grants Announced on May 13, 2021

State	City	Airport	Airport Locator ID	Description of Work	Total Funding Amount
SC	Hilton Head Island	Hilton Head	HXD	Acquire Aircraft Rescue & Fire Fighting Vehicle, Strengthen Runway, Strengthen Taxiway	\$1,322,244



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Hilton Head Island Airport (HXD) – Contract Change Order No. Four – Quality Enterprises USA, Inc. – Runway 3 Extension <i>(Fiscal impact:) Increase contract amount by \$264,341,38 (95% is grant-reimbursable)</i> 5402-0011-54400 FAA HXD AIP 40 EMAS – RWY3 EXT
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – June 21, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
<b>ITEM BACKGROUND:</b>
Grant #: AIP Grant 3-45-0030-40-2017      Contractor: Quality Enterprises USA, Inc. Scope of work: Runway 3 Extension Original Contract price: <b>\$6,480,111.50</b> Current Contract price <b>\$8,491,255.58</b> Three previous “add” change orders total \$1,746,802.70
<b>PROJECT / ITEM NARRATIVE:</b>
Change order is primarily related to installation of heavy-duty rubber mats at 420 airfield lights. Mats reduce vegetative growth at light, increasing effectiveness of the ground-mounted lights ( <b>safety</b> ), <i>reduces maintenance costs</i> and improves airport’s ability to meet stringent FAA Part 139 criteria.
<b>FISCAL IMPACT:</b>
<i>Contract increase of \$264,341.38</i> <i>The funding of the contract will come from account # 5402-0011-54400 (FAA HXD AIP 40 EMAS-RWY3 EXT) with a balance of \$39,231.30. 95% of cost is covered by FAA and SCAC grants on a reimbursable basis. In the short interim until grant reimbursement, the airport requires county pooled cash to support.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Approve Contract Change Order No. Four</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Motion to approve /deny Contract Change Order No. Four</i> (Next Step – Bring recommendation to approval to next County Council meeting June 28, 2021)

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM

CONTRACT CHANGE ORDER NO. FOUR-FINAL or SUPPLEMENTAL AGREEMENT NO. N/A

AIRPORT Hilton Head Island Airport (HXD) DATE September 14, 2020

LOCATION Hilton Head Island, SC AIP PROJECT NO. 3-45-0030-40-2017

CONTRACTOR Quality Enterprises USA, Inc. – RUNWAY  
3 EXTENSION

This document shall become an amendment to the contract and all provisions of the contract will apply.

Recommended by:	<u>Patrick E. Turney, Talbert, Bright &amp; Ellington, Inc.</u>	<u>September 14, 2020</u>
	Engineer	Date
Approved by:	<u>Beaufort County</u>	<u>4/27/2021</u>
	Owner	Date
Accepted by:	<u>Quality Enterprises USA, Inc.</u>	<u>9-17-20</u>
	Contractor	Date
Concurred by:	<u>Ray W. Sargent</u>	<u>05-11-2021</u>
	State Aeronautics (if applicable)	Date
Approved by:	<u>Federal Aviation Administration</u>	<u>05-12-2021</u>
		Date

**NOTE:** Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

Certified current 5/15/2007

**JUSTIFICATION FOR CHANGE**

1. Brief description of the proposed contract change(s) and location(s).
  - To revise the quantities to the actual quantities installed as part of the project and to add new contract items that were required to complete the project.
2. Reason(s) for the change(s) *(Continue on reverse if necessary)*
  - To revise the quantities to the actual quantities installed as part of the project and to add new contract items that were required to complete the project.
3. Justifications for unit prices or total cost.
  - All original contract unit prices shall remain unchanged. A review of the new contract items unit prices was performed and found to be reasonable and justified. Total cost of the project shall increase by \$264,341.38 for the actual quantities installed and new contract items added. The new contract value is \$8,491,255.58.

- 4. The sponsor's share of this cost is available from:
  - **Airport fund.**
- 5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision: Yes  No  Not Applicable
- 6. Has consent of surety been obtained? Yes  Not Necessary .
- 7. Will this change affect the insurance coverage? Yes  No .
- 8. If yes, will the policies be extended? Yes  No .
- 9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?  
Yes  No  When September 8, 2020 With Whom Kyle Cody (FAA - Atlanta ADO)

Comment

N/A

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Submit 4 copies to the FAA

Certified current 5/15/2007

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

CHANGES ORDERED: RECONCILE THE FOLLOWING QUANTITIES OF THE ORIGINAL CONTRACT ITEMS TO REFLECT THE QUANTITIES INSTALLED  
**BASE BID - RUNWAY 3 EXTENSION**

ITEM	DESCRIPTION	ORIGINAL QTY.	COMPLETED QTY.	UNIT	UNIT PRICE	TOTAL PRICE	INCREASED AMOUNT	DECREASED AMOUNT
1	MOBILIZATION	1.00	1.00	LS	\$745,000.00	\$745,000.00		
2	TEMPORARY CONSTRUCTION ENTRANCE	2.00	2.00	EA	\$2,000.00	\$4,000.00		
3	TEMPORARY SILT FENCE	4,180.00	5,615.00	LF	\$3.00	\$16,845.00		
4	TEMPORARY RELOCATED SILT FENCE	140.00	850.00	LF	\$3.00	\$2,550.00		
5	TYPE 'A' INLET PROTECTION	3.00	15.00	EA	\$110.00	\$1,650.00		
6	TYPE 'W' INLET PROTECTION SKIMMER WITH TEMPORARY WOOD RISER	3.00	3.00	EA	\$630.00	\$1,890.00		
7	TEMPORARY DIVERSION DITCH	2.00	2.00	EA	\$3,000.00	\$6,000.00		
8	TEMPORARY SEDIMENT BASIN	2,065.00	2,400.00	LF	\$3.00	\$7,200.00		
9	OUTLET PROTECTION RIP RAP	2.00	2.00	EA	\$10,000.00	\$20,000.00		
10	TEMPORARY CONCRETE WASHOUT CLEARING AND GRUBBING	25.00	96.00	CY	\$200.00	\$19,200.00		
11	REMOVE INDIVIDUAL TREE & GRIND STUMP	1.00	1.00	EA	\$1,900.00	\$1,900.00		
12	REMOVE EXISTING BITUMINOUS PAVEMENT, FULL DEPTH (AIRFIELD)	2.30	2.80	AC	\$6,900.00	\$19,320.00		
13	REMOVE EXISTING BITUMINOUS PAVEMENT, FULL DEPTH (NON-AIRFIELD)	4.00	7.00	EA	\$1,700.00	\$11,900.00		
14	REMOVE EXISTING BUILDING #1, COMPLETE	6,500.00	7,392.00	SY	\$5.50	\$40,656.00		
15	REMOVE EXISTING BUILDING #2, COMPLETE	7,250.00	2,300.00	SY	\$3.30	\$7,590.00		
16	REMOVE PORTION OF EXISTING BUILDING #3, COMPLETE	1.00	1.00	LS	\$4,900.00	\$4,900.00		
17	REMOVE EXISTING BUILDING #4, COMPLETE	1.00	1.00	LS	\$17,900.00	\$17,900.00		
18	REMOVE EXISTING BUILDING #5, COMPLETE	1.00	-	LS	\$12,400.00	\$0.00		
19	REMOVE EXISTING BUILDING #6, COMPLETE	1.00	1.00	LS	\$11,000.00	\$11,000.00		
20	REMOVE EXISTING BUILDING #6, COMPLETE	1.00	-	LS	\$4,000.00	\$0.00		
21	REMOVE EXISTING WOODEN CROSS-TIE RETAINING WALL	1.00	1.00	LS	\$5,600.00	\$5,600.00		
22	REMOVE EXISTING JUNCTION BOX OR DROP INLET	2.00	2.00	EA	\$1,400.00	\$2,800.00		
23	REMOVE EXISTING 18-INCH CONCRETE PIPE	3.00	6.00	EA	\$400.00	\$2,400.00		
24	REMOVE EXISTING 36-INCH CONCRETE PIPE	60.00	60.00	LF	\$30.00	\$1,800.00		
25	REMOVE EXISTING 4-INCH PVC FORCE MAIN	1,020.00	1,152.00	LF	\$30.00	\$34,560.00		
26	REMOVE EXISTING 12-INCH PVC FORCE MAIN	650.00	650.00	LF	\$10.00	\$6,500.00		
27	REMOVE EXISTING 16-INCH PVC FORCE MAIN	2,050.00	2,050.00	EA	\$15.00	\$30,750.00		
28	REMOVE EXISTING SANITARY SEWER RELIEF VALVE VAULT	1,750.00	1,750.00	LF	\$17.00	\$29,750.00		
29	UNCLASSIFIED EXCAVATION	1.00	1.00	EA	\$800.00	\$800.00		
30	UNCLASSIFIED EXCAVATION	40,000.00	41,031.11	CY	\$9.00	\$369,279.99		
31	UNCLASSIFIED EXCAVATION	4,000.00	-	CY	\$3.00	\$0.00		
32	CRUSHED AGGREGATE BASE COURSE (AIRFIELD)	5,020.00	2,250.00	CY	\$115.00	\$258,750.00		
33	CRUSHED AGGREGATE BASE COURSE (NON-AIRFIELD)	770.00	832.00	CY	\$115.00	\$95,680.00		
34	BITUMINOUS CONCRETE SURFACE COURSE	6,825.00	11,929.39	TON	\$168.00	\$2,004,137.52		
35	BITUMINOUS PRIME COAT	8,030.00	2,431.00	GAL	\$7.00	\$17,017.00		
36	BITUMINOUS TACK COAT	2,760.00	4,730.00	GAL	\$3.50	\$16,555.00		
37	NON-AIRFIELD HOT MIX ASPHALT SURFACE COURSE TYPE C	135.00	-	TN	\$168.00	\$0.00		
38	REMOVE EXISTING PAVEMENT MARKING AIRFIELD PAVEMENT MARKING (REFLECTORIZED AVIATION WHITE)	37,000.00	37,000.00	SF	\$1.30	\$48,100.00		
39	AIRFIELD PAVEMENT MARKING (REFLECTORIZED AVIATION YELLOW)	17,850.00	17,850.50	SF	\$1.20	\$21,420.60		
40	AIRFIELD PAVEMENT MARKING (NON-REFLECTORIZED BLACK)	2,800.00	4,666.50	SF	\$1.35	\$6,299.78		
41	AIRFIELD PAVEMENT MARKING (REFLECTORIZED RED)	15,250.00	15,250.00	SF	\$1.00	\$15,250.00		
42	AIRFIELD PAVEMENT MARKING (NON-REFLECTORIZED AVIATION YELLOW APPLIED AT HALF RATE)	1,140.00	1,450.00	SF	\$4.00	\$5,800.00		
43	APPLIED AT HALF RATE)	2,895.00	1,373.10	SF	\$1.00	\$1,373.10		
44	SAW-CUT GROOVING	18,745.00	18,745.00	SY	\$3.30	\$61,858.50		
45	3" HDPE PIPE	25.00	-	LF	\$22.00	\$0.00		
46	15" REINFORCED CONCRETE PIPE, CLASS III	75.00	75.00	LF	\$100.00	\$7,500.00		
47	18" REINFORCED CONCRETE PIPE, CLASS III	128.00	128.00	LF	\$105.00	\$13,440.00		
48	24" REINFORCED CONCRETE PIPE, CLASS III	840.00	811.00	LF	\$110.00	\$89,210.00		
49	30" REINFORCED CONCRETE PIPE, CLASS III	50.00	50.00	LF	\$150.00	\$7,500.00		
50	36" REINFORCED CONCRETE PIPE, CLASS III	2,335.00	2,335.00	LF	\$170.00	\$396,950.00		
51	PAVEMENT EDGE STRIP DRAIN 4-INCH PVC STRIP DRAIN COLLECTOR PIPE, SCHEDULE 80	5,100.00	5,135.00	LF	\$8.50	\$43,647.50		
52	4-INCH STRIP DRAIN CLEANOUT	1,650.00	1,665.00	LF	\$25.00	\$41,625.00		
53	4' X 4' STORM DRAIN GRATE INLET	17.00	17.00	EA	\$900.00	\$15,300.00		
54	5' X 5' STORM DRAIN GRATE INLET	4.00	2.00	EA	\$4,100.00	\$8,200.00		
55	5' X 5' STORM DRAIN GRATE INLET	4.00	8.00	EA	\$10,000.00	\$80,000.00		
56	5' X 5' STORM DRAIN JUNCTION BOX	2.00	3.00	EA	\$15,000.00	\$45,000.00		

57	24" FLARED END SECTION	2.00	1.00	EA	\$1,600.00	\$1,600.00	
58	DOUBLE 36" PIPE CONCRETE HEADWALL	1.00	1.00	EA	\$4,300.00	\$4,300.00	
59	CONCRETE PIPE COLLAR	1.00	1.00	EA	\$1,700.00	\$1,700.00	
60	REMOVE EXISTING FENCE	2,750.00	3,968.00	LF	\$5.75	\$22,816.00	\$828.00
61	5-FOOT HIGH CHAIN LINK FENCE WITH 3 STRANDS BARBED WIRE	2,395.00	4,322.00	LF	\$40.00	\$172,880.00	\$15,800.00
62	24-FOOT WIDE MANUAL DOUBLE SWING GATE	2.00	6.00	EA	\$5,800.00	\$34,800.00	\$11,600.00
63	REMOVE EXISTING GUIDANCE SIGN & BASE	1.00	2.00	EA	\$695.00	\$1,390.00	
64	REMOVE EXISTING GUIDANCE SIGN BASE	1.00	1.00	EA	\$580.00	\$580.00	
65	REMOVE EXISTING RUNWAY DISTANCE REMAINING SIGN & BASE	3.00	3.00	EA	\$580.00	\$1,740.00	
66	REMOVE EXISTING TAXIWAY EDGE LIGHT	53.00	68.00	EA	\$145.00	\$9,860.00	
67	REMOVE EXISTING RUNWAY EDGE LIGHT	17.00	17.00	EA	\$175.00	\$2,975.00	
68	REMOVE EXISTING RUNWAY EDGE LIGHT FIXTURE & TRANSFORMER AND INSTALL 3/4-INCH THICK BLANK STEEL COVER	3.00	5.00	EA	\$290.00	\$1,450.00	
69	REMOVE EXISTING RUNWAY THRESHOLD LIGHT	16.00	24.00	EA	\$210.00	\$5,040.00	
70	REMOVE EXISTING RCO INSTALLATION, COMPLETE	1.00	1.00	LS	\$2,900.00	\$2,900.00	
71	REMOVE EXISTING 4-UNIT PAPI, COMPLETE	1.00	1.00	LS	\$3,500.00	\$3,500.00	
72	REMOVE EXISTING RUNWAY 3 REIL BASE	2.00	2.00	EA	\$580.00	\$1,160.00	
73	REMOVE EXISTING RUNWAY 21 REIL BASE	2.00	4.00	EA	\$580.00	\$2,320.00	
74	DEMOLISH EXISTING LOCALIZER, DME ANTENNA AND SHELTER, COMPLETE	1.00	1.00	LS	\$3,500.00	\$3,500.00	
75	CABLE TRENCH	15,990.00	19,386.00	LF	\$1.75	\$33,925.50	
76	L-824 1/C, #8, 5kV, TYPE "C" CABLE 1/C, #6 BARE COPPER COUNTERPOISE, INCLUDING GROUND RODS AND GROUND CONNECTORS	20,130.00	31,341.00	LF	\$1.50	\$47,011.50	
77	2-INCH, SCHEDULE 40 PVC CONDUIT IN GRASSED AREAS	15,990.00	31,275.00	LF	\$1.75	\$54,731.25	
78	2-INCH, SCHEDULE 40 PVC CONDUIT ENCASED IN CONCRETE	15,990.00	18,006.00	LF	\$2.95	\$53,117.70	
79	2-INCH, 4-WAY CONCRETE ENCASED UNDERGROUND DUCT	260.00	260.00	LF	\$29.00	\$7,540.00	
80	4-INCH, 4-WAY CONCRETE ENCASED UNDERGROUND DUCT	190.00	190.00	LF	\$40.00	\$7,600.00	
81	L-861T BASE MOUNTED MEDIUM INTENSITY LED TAXIWAY EDGE LIGHT	1,050.00	1,465.00	LF	\$67.00	\$98,155.00	
82	L-861 BASE MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT - CLEAR/CLEAR LENS	107.00	128.00	EA	\$950.00	\$121,600.00	
83	L-861 BASE MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT - CLEAR/YELLOW LENS	5.00	5.00	EA	\$1,100.00	\$5,500.00	
84	L-861 BASE MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT - RED/YELLOW LENS	16.00	16.00	EA	\$925.00	\$14,800.00	
85	L-861E BASE MOUNTED MEDIUM INTENSITY LED RUNWAY THRESHOLD LIGHT - RED/RED LENS	2.00	2.00	EA	\$1,160.00	\$2,320.00	
86	FED IN-PAVEMENT MEDIUM INTENSITY LED RUNWAY THRESHOLD LIGHT - GREEN/OBSCURED LENS, STYLE 3, LOW PROFILE	8.00	8.00	EA	\$1,050.00	\$8,400.00	
87	FED IN-PAVEMENT MEDIUM INTENSITY LED RUNWAY THRESHOLD LIGHT - GREEN/YELLOW LENS, STYLE 3, LOW PROFILE	6.00	6.00	EA	\$2,000.00	\$12,000.00	
88	ELECTRICAL MANHOLE	2.00	2.00	EA	\$2,900.00	\$5,800.00	
89	SPLICE CAN	21.00	22.00	EA	\$8,000.00	\$176,000.00	
90	RELOCATE EXISTING AIRFIELD GUIDANCE SIGN WITH NEW CONCRETE PAD	1.00	15.00	EA	\$925.00	\$13,875.00	
91	REPLACE EXISTING AIRFIELD GUIDANCE SIGN PANEL WITH NEW PANEL	1.00	1.00	EA	\$3,700.00	\$3,700.00	
92	L-858, SIZE 1, STYLE 2, CLASS 2, AIRFIELD GUIDANCE SIGN (3 - 4 CHARACTERS)	13.00	16.00	EA	\$1,275.00	\$20,400.00	
93	L-858, SIZE 1, STYLE 2, CLASS 2, AIRFIELD GUIDANCE SIGN (5 - 6 CHARACTERS)	4.00	4.00	EA	\$5,200.00	\$20,800.00	
94	L-858, SIZE 1, STYLE 3, CLASS 2, AIRFIELD GUIDANCE SIGN (3 - 4 CHARACTERS)	6.00	8.00	EA	\$5,900.00	\$47,200.00	
95	L-858, SIZE 1, STYLE 3, CLASS 2, AIRFIELD GUIDANCE SIGN (5 - 6 CHARACTERS)	1.00	1.00	EA	\$4,500.00	\$4,500.00	
96	L-858, SIZE 4, STYLE 3, CLASS 2, RUNWAY DISTANCE REMAINING SIGN	4.00	4.00	EA	\$5,900.00	\$23,600.00	
97	L-880 4-UNIT PAPI INSTALLATION, COMPLETE	4.00	4.00	EA	\$6,250.00	\$25,000.00	
98	NEW CAT I LOCALIZER, DME ANTENNA AND SHELTER, COMPLETE	1.00	-	LS	\$41,000.00	\$0.00	
99	RELOCATE EXISTING RUNWAY END IDENTIFIER LIGHTS (REIL) - RUNWAY 3, COMPLETE	1.00	1.00	LS	\$862,000.00	\$862,000.00	
100	RELOCATE EXISTING RUNWAY END IDENTIFIER LIGHTS (REIL) - RUNWAY 21, COMPLETE	1.00	1.00	LS	\$6,700.00	\$6,700.00	
101	RUNWAY 3 REILS DISCONNECT RACK AND ELECTRICAL SERVICE, COMPLETE	1.00	1.00	LS	\$6,700.00	\$6,700.00	
102		1.00	1.00	LS	\$9,500.00	\$9,500.00	

	RUNWAY 3 REILS ICC/JUNCTION BOXES, COMPLETE						
103		1.00	1.00	LS	\$4,850.00	\$4,850.00	
104		17.00	21.50	AC	\$1,160.00	\$24,940.00	
105		17.00	26.00	AC	\$2,200.00	\$57,200.00	
106		2.00	2.00	EA	\$10,900.00	\$21,800.00	
107		5.00	12.00	EA	\$300.00	\$3,600.00	\$2,100.00
108							
	4" PVC SANITARY SEWER FORCE MAIN, INCLUDING FITTINGS & BENDS						
109		700.00	100.00	LF	\$20.00	\$2,000.00	
110		2,150.00	1,590.00	LF	\$55.00	\$87,450.00	
111		2.00	2.00	EA	\$2,500.00	\$5,000.00	
112		2.00	2.00	EA	\$2,300.00	\$4,600.00	
113		6.00	6.00	EA	\$2,200.00	\$13,200.00	
114		2.00	2.00	EA	\$2,150.00	\$4,300.00	
115		1,775.00	1,240.00	LF	\$76.00	\$94,240.00	
116		2.00	2.00	EA	\$5,100.00	\$10,200.00	
117		2.00	2.00	EA	\$4,600.00	\$9,200.00	
118		8.00	8.00	EA	\$4,550.00	\$36,400.00	
119		2.00	2.00	EA	\$4,500.00	\$9,000.00	
120		24.00	24.00	EA	\$360.00	\$8,640.00	
	CONCRETE THRUST BLOCKING, ANY SIZE						
121		1.00	1.00	LS	\$20,000.00	\$20,000.00	
	16" FORCE MAIN AIR RELEASE VALVE AND VAULT, COMPLETE						
122		1.00	1.00	EA	\$22,300.00	\$22,300.00	
	SANITARY SEWER FORCE MAIN IN-LINE CONNECTION						
123		1.00	1.00	EA	\$15,000.00	\$15,000.00	
	INSTALLATION OF RUNWAY 3 END EMAS, COMPLETE						
124		1.00	1.00	LS	\$389,216.60	\$389,216.60	
	4" SANITARY SEWER FORCE MAIN USING DIRECTIONAL BORING, COMPLETE						
125		604.00	604.00	LF	\$52.33	\$31,607.32	
	12" SANITARY SEWER FORCE MAIN USING DIRECTIONAL BORING, COMPLETE						
126		600.00	600.00	LF	\$162.79	\$97,674.00	
	16" SANITARY SEWER FORCE MAIN USING DIRECTIONAL BORING, COMPLETE						
127		560.00	560.00	LF	\$233.62	\$130,827.20	
	CHANGE REILS ELECTRICAL WIRE FROM 600V TO 3000V RATING PRIOR TO INSTALLATION						
128		1.00	1.00	LS	\$10,709.95	\$10,709.95	
	PROVIDE AND INSTALL L-880 4-UNIT LED PAPI						
129		1.00	1.00	LS	\$67,135.40	\$67,135.40	
	PROVIDE 600' OF 6" TEMPORARY FENCE FOR 6 MONTHS TO MAINTAIN SECURITY AT PROPERTY LINE WITH PUBLIC STORAGE						
130		1.00	1.33	LS	\$15,318.00	\$20,424.00	\$5,106.00
	PROVIDE DIRECTIONAL BORE UNDER RUNWAY FOR NEW PAPI CONDUIT						
131		130.00	130.00	LF	\$67.85	\$8,820.50	
	REMOVE SEPTIC TANKS						
132		2.00	2.00	EA	\$2,100.00	\$4,200.00	
	REPLACE INSTALLED UNLIGHTED SIGN POSTS WITH FRANGIBLE SIGN POSTS PER PART 139 INSPECTOR						
133		7.00	7.00	EA	\$439.30	\$3,075.10	
	INSTALL BAHIA SOD IN CRITICAL AREAS						
134		234,000.00	239,217.39	SF	\$0.66	\$158,182.50	\$3,450.00
	INCREASE SHELTER ELECTRICAL WIRE FROM #2 TO 1/0 FOR ACTUAL LOADS						
135		1.00	1.00	LS	\$18,377.00	\$18,377.00	
	EXPAND REAR PARKING LOT OF 18 HUNTER ROAD IN ACCORDANCE WITH EASEMENT AGREEMENT WITH PROPERTY OWNER						
136		1.00	1.00	LS	\$7,965.00	\$7,965.00	
	DEMOLITION OF CONCRETE PADS AND CONCRETE PAVEMENT AT 16 HUNTER ROAD AND PUBLIC STORAGE AT NEW END OF TW F						
137		1.00	1.00	LS	\$104,200.00	\$104,200.00	
	EARTHWORK FOR ADDITIONAL GSE PARKING AT COMMERCIAL TERMINAL APRON						
138		1.00	1.00	LS	\$7,190.00	\$7,190.00	
	OBTAIN AIRPORT BADGES						
139		1.00	1.00	LS	\$460.00	\$460.00	
	RELOCATE FENCE GATE TO ACCOMMODATE CONSTRUCTION						
140		1.00	1.00	LS	\$2,875.00	\$2,875.00	
	REVISE FINISHED GRADE GPS MODEL FOR GRADING REVISIONS						
141		1.00	1.00	LS	\$1,437.50	\$1,437.50	
	DISPOSAL OF DEBRIS LEFT BEHIND BY FORMER LANDSCAPE CONTRACTOR TENANT AT 14 HUNTER ROAD						
142		1.00	1.00	LS	\$27,105.00	\$27,105.00	
	HAUL AND SPREAD MULCH TO END OF SUMMIT DRIVE NORTH OF EXEC AIR FOR EROSION CONTROL						
143		1.00	1.00	LS	\$7,220.00	\$7,220.00	
	RAISE LOCALIZER ANTENNA PAD TO ACCOMMODATE NEW STORM DRAINAGE TO REPLACE BUBBLER DRAINAGE SYSTEM UNDER PROPOSED LOCALIZER ANTENNA						
144		1.00	1.00	LS	\$4,090.00	\$4,090.00	
	PROVIDE AND INSTALL 36" FES AT END OF NEW BUBBLER REPLACEMENT DRAINAGE SYSTEM						
145		1.00	1.00	LS	\$3,200.00	\$3,200.00	
	EXCAVATE EXISTING BUBBLER SYSTEM AND PROVIDE TEMPORARY DRAINAGE- EXISTING BUBBLER SYSTEM NOT VISIBLE DURING ORIGINAL TOPOGRAPHIC						
146		1.00	1.00	LS	\$3,540.00	\$3,540.00	
	REMOVE EXISTING ABANDONED VALVE BOX, FITTINGS, AND PIPE CONNECTED TO EXISTING 4" DIAMETER FORCE MAIN						
147		1.00	1.00	LS	\$870.00	\$870.00	
	RELOCATE 150 LF OF EXISTING FENCE ALONG PUBLIC STORAGE PROPERTY LINE ON TW A SIDE						
148		1.00	1.00	LS	\$1,995.00	\$1,995.00	
	PUMP OUT SEDIMENT/RETENTION BASIN DURING SUSTAINED PERIOD OF HEAVY RAINFALL						

149	ADDITIONAL SURVEY WORK ALONG PUBLIC STORAGE PROPERTY LINE ON TW A SIDE TO VERIFY PROPERTY LINE AND ADDITIONAL FENCE RELOCATION	1.00	1.00	LS	\$5,389.19	\$5,389.19			
150	RESET MANHOLE COVERS DAMAGED BY MOWING OPERATIONS	1.00	1.50	LS	\$2,800.00	\$4,200.00	\$1,400.00		
151	ADDITIONAL PAVEMENT MARKINGS ON COMMERCIAL TERMINAL RAMP FOR NEW AIRLINE PARKING POSITIONS (3)	1.00	1.00	LS	\$5,750.00	\$5,750.00			
152	CREDIT FOR NOT SUPPLYING JOBSITE TRAILER	12.00	12.00	EA	-\$650.00	(\$7,800.00)			
SUBTOTAL BASE BID - RUNWAY 3 EXTENSION ITEMS							\$40,284.00	\$0.00	

CHANGES ORDERED: RECONCILE THE FOLLOWING QUANTITIES OF THE ORIGINAL CONTRACT ITEMS TO REFLECT THE QUANTITIES INSTALLED

**ADDITIVE BID - RUNWAY 3 EXTENSION**

ITEM	DESCRIPTION	ORIGINAL QTY.	COMPLETED QTY.	UNIT	UNIT PRICE	TOTAL PRICE	INCREASED AMOUNT	DECREASED AMOUNT
1	INSTALLATION OF OWNER-SUPPLIED L-880 4-UNIT LED PAPI EQUIPMENT,	1.00	-	LS	\$32,500.00	\$0.00		
SUBTOTAL ADDITIVE BID - RUNWAY 3 EXTENSION ITEMS							\$0.00	\$0.00

CHANGES ORDERED: ADD THE FOLLOWING NEW CONTRACT ITEMS OF WORK TO BASE BID - RUNWAY 3 EXTENSION

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED TOTAL	INCREASED AMOUNT	DECREASED AMOUNT	
153	RUBBER AIRFIELD MAT AROUND ELEVATED EDGE LIGHTS	420.00	EA	\$517.50	\$217,350.00	\$217,350.00		
154	ADDITIONAL PAVEMENT MARKINGS ON COMMERCIAL TERMINAL RAMP FOR NEW AIRLINE PARKING POSITIONS (3) REQUIRED BY CERTIFICATION INSPECTOR	1.00	LS	\$3,162.50	\$3,162.50	\$3,162.50		
155	ADDITIONAL FENCING MOBILIZATION, SURVEYING, TREE REMOVAL ALONG PUBLIC STORAGE PROPERTY LINE AT PUBLIC STORAGE WALL	1.00	LS	\$3,544.88	\$3,544.88	\$3,544.88		
SUBTOTAL NEW CONTRACT ITEMS						\$224,057.38	\$224,057.38	\$0.00



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>2021 Hilton Head Island Airport Digital Marketing Summer Campaign (Fiscal impact: Upfront cost of \$75,000.00 to be paid in installments by Beaufort County - 100% reimbursement will come from Town of Hilton Head Island 2021 ATAX dollars; immediately reimbursable)</i>
<b>MEETING NAME AND DATE:</b>
<i>Public Facilities Committee – June 21, 2021</i>
<b>PRESENTER INFORMATION:</b>
<i>Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)</i>
<b>ITEM BACKGROUND:</b>
<i>The Airport has worked cooperatively since 2019 with the Hilton Head Island-Bluffton Chamber’s Visitor and Convention Bureau to market the airport and the nonstop and one stop service in key cities. These campaigns have increased awareness of the nonstop flights to HHH which benefits the Island and the County. Each year, the team is able to refine the program based on feedback from previous years and changing conditions in the market.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<i>For the third consecutive year, Hilton Head Island Airport is working cooperatively with the Hilton Head Island – Bluffton Chamber of Commerce Visitor and Convention Bureau on a digital marketing campaign targeted at inbound travelers. This campaign will expand upon previous campaigns and will span multiple marketing channels (paid media, search engines, social media, etc.) This campaign is funded with Town of Hilton Head Island ATAX funds. (Airport was awarded \$165,000)</i>
<b>FISCAL IMPACT:</b>
<i>Upfront cost of \$75,000.00 to be paid in three \$25,000 installments by Beaufort County    Budget Info: 5400-0011-51000 Eligible for 100% reimbursement via Town of Hilton Head Island 2021 Accommodations Tax dollars as the funds are spent</i>
<b>STAFF RECOMMENDATIONS TO COMMITTEE:</b>
<i>Approval of Hilton Head Island - Bluffton Chamber of Commerce – 2021 Digital Marketing Campaign</i>
<b>OPTIONS FOR COMMITTEE MOTION:</b>
<i>Motion to approve /deny the 2021 Hilton Head Island Airport Digital Marketing Campaign</i>



HILTON HEAD ISLAND-BLUFFTON  
CHAMBER OF COMMERCE

Item 11.

## 2021 DIGITAL MARKETING PROGRAM CONTRACT

**Submitted By:** Zack Shedd **Date:** 4/9/2021

**Advertiser:** \_\_\_\_\_

**Business:** Hilton Head Airport

**Address:** 120 Beach City Road

**City/State/Zip:** Hilton Head Island, SC 29925

**Contact:** Jon Rembold, Airport Director / Elizabeth Floes, Sr. Consultant

**Phone:** Jon: (843) 255-2592 / Cell: (843) 441-5871 / Elizabeth: 585-953-5883

**Email:** rembold@bcgov.net / elizabeth@volaireaviation.com

**URL:** www.hiltonheadairport.com

**Purpose of Billing:** 2021 Digital Marketing Program- Section & Rate Information

**Program:** Digital Marketing Program **Net Cost:** \$ 75,000

### SUMMARY – 2021 DIGITAL MARKETING PROGRAM

**Investment:**

\$75,000 (April 21, 2021 - August 31, 2021)

**Target Markets:**

- Cleveland-Akron-Canton combined area (Cuyahoga, Lake, Geauga, Medina, Lorain, Portage, Summit, Stark and Carroll counties)
- Columbus Metro area
- Cincinnati Metro Area (including northern KY)
- Pittsburgh
- St. Louis
- Indianapolis
- Atlanta
- Boston
- NY, NJ (Newark)
- DC
- Chicago
- Dallas
- Philadelphia

**Marketing Channels:**

- Paid Media
- Brand and Category Search
- Spotify
- Paid social advertising and content boosting
- GDN Display/Bing and Remarketing
- Social Media (organic) and Content Marketing (blog)
- Integrated Campaign Landing Page

**Reporting:** We will provide a comprehensive report outlining campaign performance and key insights during the campaign.

**General Ledger**

**Account #:** 4350-200 (SCPRT Private Match / Leisure)

Please sign and return to Zack Shedd - Ph: (843) 338-7251 - zshedd@hiltonheadisland.org

Item 11.

**Deadlines and Creative Instructions:****ALL CONTENT MUST BE APPROVED PRIOR  
TO GOING LIVE April 23, 2021.****Materials DUE BY:** 4/23/2021**Materials to Come  
From:** Elizabeth Flores**Advertiser Approval  
DUE BY:** 4/23/2021**Start Date:** Digital Marketing Program will go live April 23, 2021 and will remain on-line until July 31, 2021. All materials are submitted and a final proof is approved.

\* ALL ads are formatted. All ads will link directly to your website.

SEND MATERIALS directly to: ZShedd@hiltonheadisland.org

**Advertising Agreement:****The undersigned Advertiser and the Hilton Head Island-Bluffton Chamber of Commerce hereby mutually agree as follows:****I hereby warrant that I have read the contract conditions, that I am an authorized officer, and that I have full power and authority to sign for the below named firm.****TERMS & CONDITIONS:**

1. Purpose. The Hilton Head Island-Bluffton Chamber of Commerce (HHIBCC) agrees to provide advertising media space on its Internet website and to arrange for certain related services (the "Advertisement"), subject to the terms and conditions of this Agreement.
2. Payment Terms. All invoices are due upon receipt. The insertion order will not be placed unless payment has been received 10 days prior to launch date. The HHIBCC reserves the right to terminate services rendered and remove any Internet advertising from the web site in the event any of the client's invoices remain unpaid after thirty (30) days from date of invoice.
3. Content and Placement. The HHIBCC reserves the rights, in its sole discretion, to reject, alter or refuse any Advertisement, but no substantive changes in the Advertisement will be made without the prior consent of the Customer. The HHIBCC shall determine the exact placement of the Advertisement in the website and reserves the right to provide multiple placements of similar advertising on a rotating basis within the website.
4. Design. The design and shape of the Advertisement shall be subject to the requirements and limitations of the HHIBCC website. The HHIBCC reserves the right to make such adjustments in the shape, exact size, colors and attributes of the Advertisement in order to make it function within the HHIBCC website. Prior to production of the advertisement, the HHIBCC must receive all ad materials.
5. Responsibility. Advertiser is responsible for ensuring all ad materials are correct and live on hiltonheadisland.org once submitted to the HHIBCC.
6. Termination for Default. The HHIBCC reserves the right to terminate this Agreement at any time upon the Customer's failure to pay an invoice submitted within thirty (30) days, in the event of any other breach of this Agreement by the Customer, in the event the Customer violates any of the terms and conditions contained in the Agreement, or if the Customer becomes insolvent or files any proceedings in bankruptcy. In the event of any such termination, the Customer shall immediately pay for all advertising used or services rendered up to the time of such termination.
7. Rights in Advertisement. All rights, title and interest (including copyright) in and to the Advertisement and its placement in the HHIBCC website are reserved to HHIBCC. Customer acknowledges and agrees that HHIBCC is and shall remain the owner of all design work, information and technical enhancements incorporated into its website in connection with Advertisement.
8. Indemnification. Customer agrees to protect, defend, indemnify and hold harmless the HHIBCC, its directors, officers, employees, representatives, predecessors, successors and assigns, of and from any and all claims, demands, causes of action and liability, including without limitation, investigation expenses, court costs and reasonable attorney's fees, arising out of or related to display of the Advertisement or its services under this Agreement.
9. Governing Law. The Parties acknowledge that this agreement has been made in Beaufort County, SC and agree that it shall be construed pursuant to and in accordance with the laws of the State of SC and that venue for any action arising out of this Agreement shall be maintained in any state court of competent jurisdiction in Beaufort County, SC.

**Amount Due:** \$75,000 - split payment schedule below**Advertiser:** Hilton Head Island Airport**Contracted Dates:** April 23, 2021 - August 31, 2021**Billing Instructions:** [1] Payment \$25,000 due May 15, 2021 [1] Payment \$25,000 due June 15, 2021 [3] Payment \$25,000 due July 15, 2021**Authorized by** Jon Rembold, Airport Director /**(sign/title):**

DocuSigned by:

*Jon Rembold*

77ABFF0178364F3...

**Date:** 5/11/2021

Please sign and return to Zack Shedd - Ph: (843) 338-7251 - zshedd@hiltonheadisland.org



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Hilton Head Island Airport (HXD) – Janitorial Services - Lowcountry Commercial Services – Emergency Purchase <i>Fiscal impact: 90-day month to month proposal - \$62,505.00 54000011-51210 (Cleaning Services)</i>
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – June 21, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
<b>ITEM BACKGROUND:</b>
The current county-wide cleaning service provider has not met the standards required at the airports and has demonstrated lack of desire and ability to improve. Therefore, the Airports Department, through County Purchasing, issued (RFP) HXD041321 in March for a new provider. The current provider ends service June 30, 2021. Several responses to the RFP were received but none were deemed satisfactory. In order to bridge a coming gap in service, the airport desires to contract with Lowcountry Commercial Services on a short-term basis.
<b>PROJECT / ITEM NARRATIVE:</b>
This contract provides Hilton Head Island Airport with janitorial services on a short-term basis while another RFP is issued for a longer-term contract. The scope of required services has been discussed in depth with Lowcountry Commercial Services and they have indicated they have the ability to meet the needs of the airport.
<b>FISCAL IMPACT:</b>
<i>Lowcountry Commercial Services 90-day proposal - \$62,505.00 54000011-51210 (Cleaning Services)</i>
<b>STAFF RECOMMENDATIONS TO COMMITTEE:</b>
<i>Approve emergency contract award to Lowcountry Commercial Services</i>
<b>OPTIONS FOR COMMITTEE MOTION:</b>
<i>Motion to approve /deny the 90-day janitorial contract in amount of \$62,505.00 with Lowcountry Commercial Services.</i>



THIS PROPOSAL IS DESIGNED FOR





### CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This document contains proprietary and confidential information. All data submitted to Hilton Head Airport is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Low Country Commercial Services. The recipient of this document agrees to inform present and future employees of Hilton Head Airport who view or have access to its content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such matters are generally known to, and are available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Low Country Commercial Services express written consent.

Low Country Commercial Services retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material, and multimedia BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.



### ***Our Company***

Backed with more than two decades of hospitality and cleaning experience, Low Country Commercial Services (LCCS) is a janitorial company, specializing in servicing our clients' needs. The demand for outsourced commercial cleaning is not a new factor in the cleaning industry, but our approach for servicing the client is. LCCS is locally owned and operated, currently serving clients in the Low Country and the surrounding areas. We know about our customers and we know that business life is hectic, so we have taken the extra measure of working with our clients to find the cleaning time and strategy that fits their specific business. With Sales Associates in the field and a full service cleaning staff backing them, we plan to take the extra time to make you feel special and to create a cleaning regiment that will take care of all of your needs. Every cleaning visit is tailored and customized to meet the needs of your specific company. We have built our reputation one customer at a time and we are dedicated to guaranteeing your 100% satisfaction.



May 25, 2021

Dear Mr. Parry,

Thank you for allowing Lowcountry Commercial Services the opportunity to prepare a professional service proposal for your consideration.

Here are a few important highlights:

Before we start, all of our staff is thoroughly trained on how to perform each task, as well as any important safety issues. Our goal is to service each client's facility professionally and safely.

During the start, we understand that a seamless, no-hassle start-up is important to every client. So at Lowcountry Commercial Services we combine "hands on" training and preparation with strong management and direction to ensure a smooth, successful startup.

After the start, a systematic approach to keep your facility looking good is our goal! We offer strong management and quality control to plan for, and not lose track of, the many necessary details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your facility. Please call if you have any questions or need any further information as you review your proposal. We can be reached at (843) 681-5227.

Sincerely,

Derek Knight  
Low Country Commercial Services  
86 Beach City Road, Suite H  
Hilton Head Island, SC 29926



- **Schedule to clean Daily per week hours between 8 am and 8pm with a final clean per Assistant Director nightly**
- Dust all visible areas
- Do not throw anything away that is not in the actual trash can receptacle, any papers found on the floor should be placed on the desk of the office where they were found\*\*\*\*\*
- Clean glass of entry door & throughout
- Empty all trash & Replace liners
- Vacuum carpeted areas in all offices
- Clean, sanitize & mop all bathrooms and stock supplies (after each flight)
- Clean all baseboards (Monthly)
- Clean front entrance hallway
- Staff kitchen area will be cleaned sanitized& moped
- Dust all pictures in lobby and office areas.
- Behind all bathroom's doors base of toilets and baseboards\*\*
- Dust ledges of glass windows
- Please check under all desk for items and push chairs in\*\* Counter areas back offices
- Please hand wash any dishes \*\*
- Wipe inside, outside, base and fronts of fridge\*\*
- All supplies are in the stock room Stock napkins and tissue in kitchen and bathroom areas.
- Master Checklist will be available on proposal acceptance.



Mr. Parry,

I want to take this time to thank you for giving a local company like Lowcountry Commercial Services the opportunity to even be considered to service such a prestigious airport in one of the most prominent places. Lowcountry Commercial Services will be using temporary staff until we have a firmer commitment from the airport. We are also planning to utilize an existing Supervisor with an additional Supervisor to help with this temporary project. We hope our service relationship will continue for many years.

I would like to go over just a few things to ensure understanding of all services that need to be provided.

4.2 Are we to provide background TSA checks on all employees every time? Is there a specific agency you would like us to use?

1.3 Team Cleaning is preferred but we would like to have the late and last shift to somewhat overlap thus only leaving one staff member onsite for a few hours out of the day. Is this acceptable?

1.4 Energy clause? Has this ever happened? What procedures should we follow if this happens?

2 Quality Control for the 90-day period will be an adjustment for all personnel. We have an e-mail address set up that we can CC you on.

3.1 As discussed, maybe not for the first 90 days, but we can have a provision in place with our bar scans to ensure the employees are making rounds as they should be.

3.2.1 We have a badge system that the employees will wear at all times, not to mention all employees will be in uniform at all times. Does the airport have a special badge they would like for us to wear?

3.2.12 Eating is not allowed? Are you meaning in the common areas? Please explain this a little more. And will our staff have access to airport staff break areas to eat their lunch or dinner?

6. We currently do not have a performance bond. Is this a problem on a temporary contract?

8.1 We have all supplies in stock in our Warehouse that are listed in section 8.1. Pricing for supplies, on your quote, will be adjusted based upon supply usage. LCCS will charge per case pricing on all products purchased for the airport.

8.2 Time released air fresheners. I currently do not have this item in stock, but we can get it.

10 All supplies are commercial grade and purchased from a vendor that specializes in distribution of commercial supplies.

2 p13 We will have an email in place to ensure all staff and supervisors are aware of potential challenges.

3 pg15 Wash trash cans. I did not get a chance to locate outside water hoses around the facility. Please advise. Where are the traps located around the facility?

8 pg16 We discussed the airport recycling bins but I am not sure if you have recycling dumpsters in the service areas. Please advise.

13 pg16 Policing the outer edges of the building. I need to know if this just includes around outside trash receptacles?

Pg 19 All services listed under annual shall be required in first 90 days. Buffing floors? Carpet piler? Without a firm commitment buffing and waxing the first 90 days with temporary staff is not something we can accomplish. Will this be a problem? If so we have a 3<sup>rd</sup> party company that can come and be supervised by our staff at an additional price. Let us know if this is of any interest.

6 pg 17 I am not sure where the concrete stairs are located. We did not go into any stairwell on our tour. Please advise.

2 pg 17 Air diffusers? Where are these located?

2 pg 17 If awarded, the globes in the current airport may require a lift if extension poles cannot reach. This will be an extra service charge to rent lifts to clean current globes at current height.

15.0 When a solidified contract is issued, is this something that can be discussed?  
\*\* Please also note during hurricane or threat of hurricane LCCS will close during voluntary evacuation to ensure the safety of all of our employees.

Please call me at 843-681-5227, my cell at 912-844-0776 or by email me at [info@lowcountryservices.net](mailto:info@lowcountryservices.net) at your earliest convenience. I look forward to hearing from you.

Derek Knight

Low Country Commercial Services  
 P.O. Box 7724  
 Hilton Head Island, SC 29938  
 843-681-5227  
 info@lowcountryservices.net

TO: Hilton Head Airport,  
 120 Beach City Rd, Hilton  
 Head Island, SC 29926

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
DK					On Receipt	

QTY	ITEM NAME	DESCRIPTION		ANNUALLY	
	Option 1	90 Day period servicing the facility for a 12 hour span & touch up		62,505	
	Option 2	90 Day period servicing the facility for 16 hour span& touch up		75,000	
	Supplies	Based on 4500 passengers flying in a week		12,000	
		After Hour Emergencies - \$75.00/hour + part cost for In-house Maintenance; \$75.00/hour (minimum of 2 hours) for supervising Contractors			
				0.00	
				0.00	
				0.00	
				0.00	
Total Discount					
				Subtotal	
				Sales Tax	
				Total	

Quotation prepared by: Derek

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_

*Taking care of businesses, one clean at a time.*

THANK YOU FOR YOUR BUSINESS!



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>Tower Operating Agreement Between Federal Aviation Administration (FAA) and Beaufort County, Hilton Head Island Airport (HXD) – Updated signatures (Fiscal impact: None)</i>
<b>MEETING NAME AND DATE:</b>
<i>Public Facilities Committee – June 21, 2021</i>
<b>PRESENTER INFORMATION:</b>
<i>Jared Fralix, P.E., ACA Engineering Jon Rembold, C.M. Airports Director (alternate) (5 minutes)</i>
<b>ITEM BACKGROUND:</b>
<i>The Tower Operating Agreement currently in effect is dated 2012. The Federal Aviation Administration (FAA) has notified us of new personnel that will be signatories for an updated agreement.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<i>The Tower Operating Agreement will be updated with new signatories without any change to the body of the agreement. FAA and Beaufort County signatory updates are included.</i>
<b>FISCAL IMPACT:</b>
<i>There is no fiscal impact since this is an informational update only.</i>
<b>STAFF RECOMMENDATIONS TO COMMITTEE:</b>
<i>Approve the updated Tower Operating Agreement</i>
<b>OPTIONS FOR COMMITTEE MOTION:</b>
<i>Motion to approve /deny the updated Tower Operating Agreement</i>
<b>Next step: TBD</b>



**County Council of Beaufort County**  
**Hilton Head Island Airport**  
**120 Beach City Road**  
**Hilton Head Island, South Carolina 29926**  
**Phone: (843) 255-2952 Fax: (843) 255-9424**  
**[www.hiltonheadairport.com](http://www.hiltonheadairport.com)**



Item 13.

May 12, 2021

Mr. John Seliga  
FCT Program Implementation Manager  
FAA, ATO Eastern Service Center  
1701 Columbia Avenue  
College Park, GA 30337

Dear Mr. Seliga,

Enclosed are three signed Contract Tower Operating Agreements for the Hilton Head Island Airport (HXD). When executed by the FAA, please return at least one original to me for our records.

Sincerely,

Jon Rembold, C.M.  
Airports Director  
[jrembold@bcgov.net](mailto:jrembold@bcgov.net)  
843-441-5871 (m)



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>Recommendation for FY22 Contract Renewal Approvals from Various Departments to the Public Facilities Committee.</i>
<b>MEETING NAME AND DATE:</b>
<i>Public Facilities Committee, June 21, 2021</i>
<b>PRESENTER INFORMATION:</b>
<i>David L. Thomas, CPPB, CPPO Purchasing Director, 5 minutes</i>
<b>ITEM BACKGROUND:</b>
<i>To improve our process for renewing annual contracts a summary sheet (see the attached excel sheet) is provided for your committee's review and approval. The summary sheet provides the vendor name, purpose, requesting department, account name and number, prior and current contract cost, term, and notes. The Department Head responsible for the contract or their representative will be available for questions during the committee meeting.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<i>Cost increases in some of the contracts are due COVID-19, additions to services and CPI adjustments. See the notes section on the attached summary sheet for each contract. Department backup support is also included and numbered to match the contract item number on the contract list.</i>
<b>FISCAL IMPACT:</b>
<i>See the attached Excel Summary Sheet covering contracts 1-10. Accounts used, FY21 and the new FY 22 cost are included on the attached Excel Summary Sheet.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>The Purchasing Department recommends that the Finance Committee approve and recommend to County Council, approval of the contract renewals (Item 1-10) as stated in the attached summary.</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Approve or Deny the contract renewals. If approved, forward the contracts over \$99,999 to Council for approval on June 28, 2021.</i>



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
106 Industrial Village Road  
Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

**SUBJ: Recommendation for FY 2021 Contract Renewals**

DATE: June 21, 2021

In order to improve our process for renewing annual contracts I have provided a summary sheet (see the attached excel sheet) for your committees review and approval. The summary sheet provides the vendor name, purpose, department, account name and number, prior and current contract cost, term, and remarks. The Department Head responsible for the contract or their representative will be available for questions during the Committee meeting.

**FOR ACTION:** Finance Committee meeting occurring June 21, 2021.

**RECOMMENDATION:** The Purchasing Department recommends that the Finance Committee approve and recommend to County Council, approval of the contract renewals (Items 1- 10) as stated in the attached summary.

CC: Eric Greenway, County Administrator  
Whitney Richland, CFO  
Appropriate Department Heads

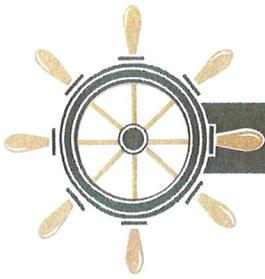
Att: Contract Renewal Summary List

	Vendor	Purpose	Department	Account	FY21 Cost	FY22 Cost	Term (Beg/End)
1	C2G	Waste tire hauling/recycling	Solid Waste	23450011-51160	\$108,000	\$108,000.00	6/30/2019 thru 6/30/2023
NOTES	This is a tire grant fund. Revenues provided from SC Department of Revenue. Costs for FY21 currently \$72,194 through 10 months. Final Estimate Pending						
2	Powerhouse	Electronics Waste	Solid Waste	10001340-51164	\$110,000	\$110,000	11/01/2019 Thru 10/31/2024
NOTES	No change						
3	Dolphin Shared Management	Daufuskie Transfer Solid Waste	Solid Waste	10001340-51166	\$132,096	\$145,000	09/01/18 Thru 06/30/28
NOTES	CPI and barge increase for FY22						
4	ECOFLO	Household Hazardous Waste Services	Solid Waste	10001340-51160	\$183,700	\$183,700	03/25/2020 Thru 06/30/2023
NOTES	No change						
5	South Coast Resources, Inc.	Yard waste recycling services	Solid Waste	10001340-51166	\$234,000	\$248,000	6/30/2019 thru 6/30/2023
NOTES	CPI and population increase anticipated						
6	Oakwood Landfill Waste Management Ridgeland, South Carolina	Disposal of Class II Waste	Solid Waste	10001340-51166	\$355,000	\$377,000	6/30/2018 thru 6/30/2023
NOTES	CPI and population increase anticipated						
7	Republic Waste Services	Solid Waste Hauling	Solid Waste	10001340-51165	\$2,000,000	\$2,060,000	6/30/2018 thru 6/30/2022
NOTES	CPI and population increase anticipated						
8	Waste Management Hickory Hill Landfill	Solid Waste	Solid Waste	10001340-51166	\$2,600,000	\$3,000,000	07/15/15 Thru 06/30/25
NOTES	CPI and population increase anticipated						
9	Tetra Tech Inc.	Storm Debris Removal, Debris Management, Site Operation and Disosak Services for Beaufort County	Disaster Recovery		No cost due to no storms	Only will cost if utilized after storm event. Cost sheet attached	09/10/2018 Thru 09/09/2023
NOTES	Contractor for hurricane evt. There is no cost for this contract unless services are utilized. Some costs are reimbursed by the Federal Government. The hauling prices are fixed from an RFP process						
10	A&B Cleaning Services Inc.	Cleaning of County Facilities	Facility Management	10001310-51210	\$551,196.00	\$630,000.00	7/1/2021 thru 6/30/2022
NOTES	4 additional facilities (42,000 sf) in FY 22 and 4% increase from Contractor because of increase in high touch cleaning, high frequency wipe down and fogging due to Covid 19. Explanation attached.						

Cindy Carter

Pamela Cobb

Mark Roseneau



# Hutchinson Island Terminal, LLC

To Our Valued Customers:

We are all going through a very difficult time with the Coronavirus and its effect on our family, economy, and our everyday life. The Coronavirus will continue, unfortunately, into the new year until it is brought under control and we can all get back to some type of "new normal."

The barge operation from Savannah to Daufuskie Island is no exception as we continue to strive to meet your barging needs.

Since Melrose and Bloody Point have been shut down for a long time, it has had a very significant effect on our barge operations due to much lower activity levels. We have tried to supplement revenue losses by working with the Coast Guard and the Army Corps. of Engineers. This work involves the dredging of the Savannah River to accommodate the much larger Panamax Container ships. We have always made the Daufuskie Island trips a priority while continuing our Daufuskie Island services.

We have been successful for 13+ years without a price increase. However, since all good things must come to an end, we have had to initiate the following prices effective February 15, 2021.

Square Footage Rate	\$3.20
Pallets	\$55.00
Bulk Material (Sand, Rock, etc.)	\$13.25 per Ton

This is a significant increase but it is necessary at this time. We seek to run a very safe operation and there is a significant amount of support equipment involved to safely carry houses, cranes, cement trucks, asphalt equipment, fire and ambulance vehicles, gasoline and propane vehicles, and building/bulk materials. We are nearing the end of a contract where we will carry 700 tons of very large rocks per trip to Jones Island. Insurance for our type of operation as well as many other expenses are significant. To date all our contracts have always included verbiages to insure we include Daufuskie Island.

If you have any questions, please feel free to contact Doug (912) 232-1836 or Jim (912)313-9093.

In closing, stay safe and keep a positive attitude.

Regards,

  
Jim Reilly

  
Doug Broome

**From:** [Carter, Cindy](#)  
**To:** [Moyer, Victoria](#)  
**Subject:** FW: FY '22 Daufuskie Transfer Station Services  
**Date:** Thursday, June 3, 2021 11:38:11 AM  
**Attachments:** [20210224130659 \(1\).pdf](#)

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Here is the note from Dolphin for backup:

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**From:** Casey Scott <williamcscott123@gmail.com>  
**Sent:** Thursday, March 4, 2021 8:40 AM  
**To:** Carter, Cindy <ccarter@bcgov.net>  
**Subject:** FY '22 Daufuskie Transfer Station Services

**[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at [helpdesk@bcgov.net](mailto:helpdesk@bcgov.net) or to 843-255-7000.**

Hi Cindy,

As mentioned last week, we've experienced a pretty significant jump in the Daufuskie barge rates from \$2.65/sqft to \$3.20/sqft (letter from barging company attached). Averaging one compactor per 2 weeks and one open-top dumpster every 3 weeks, this equates to approx 42 County-related barge trips per year, or in other words, a **\$338.8/month barging related increase**.

Our CPI increase for the year is 5.252% (link to BLS website below). Combined with the above, this equals **\$11,924.64/month for the upcoming fiscal year**.

[https://data.bls.gov/timeseries/CUUR0350SA0?amp%253bdata\\_tool=XGtable&output\\_view=data&include\\_graphs=true](https://data.bls.gov/timeseries/CUUR0350SA0?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true)

Thanks and please let me know if you have any questions,

Casey Scott  
843.422.8226

**MASTER SERVICES AGREEMENT  
BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA  
AND TETRA TECH, INC.**

**THIS AGREEMENT** is made by and between **BEAUFORT COUNTY, SOUTH CAROLINA** located at 106 Industrial Village Road, Beaufort, SC 29906, hereinafter referred to as ("Client") and **TETRA TECH, INC.**, hereinafter referred to as ("Contractor"), located at 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

**WHEREAS**, Beaufort County, South Carolina has issued Request for Proposal No. 071217 for disaster debris management and financial recovery services; and

**WHEREAS**, Tetra Tech, Inc. was selected to provide these services following the Request for Proposal No. 071217 issued by Beaufort County, South Carolina through a competitive bidding process; and

**WHEREAS**, Contractor must comply with all applicable federal regulations from Title 2 Code of Federal Regulations Part 200 Appendix II as specified in **Exhibit C and D**, attached hereto and incorporated herein.

**NOW THEREFORE**, the parties hereby agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with disaster debris management and financial recovery services as described in **Exhibit A1 and A2**. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order prior to commencing work. A sample Notice to Proceed and Task Order are attached hereto as **Exhibit E1 and E2**.
2. **Term:** The term of this Agreement shall begin on September 10, 2018 and shall continue in full force for one (1) year from the date of award, with the option to extend the for four (4) additional one (1) year period, upon mutual agreement of the parties.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.
6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of

performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's billing rates and all non-labor expenses as set forth in Exhibit B.

Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without mark-up; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at [www.gsa.gov](http://www.gsa.gov) (3) meals and incidentals shall be invoiced at the GSA per diem rate (receipts are not required); (4) mileage shall be invoiced at the federally published rate; (5) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the Client shall be invoiced at cost without mark-up.

8. **Compensation:** Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

Contractor shall submit monthly invoice for services rendered.

Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. If Client fails to make payment within thirty (30) days of the date of such invoice, interest compounded at the rate of two percent (2%) per month (retroactive to the first month outstanding) shall be charged and payable by Client on all amounts unpaid and outstanding (less any discrepant amount identified within the ten (10) day review period noted above). Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

***All invoices shall be delivered to:***  
*Beaufort County, South Carolina*  
*106 Industrial Village Road*  
*Beaufort, SC 29906*

Payment shall be made to the following address:  
**Tetra Tech, Inc., P.O. Box 911642, Denver, CO 80291-1642**

In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the Client. Such statement shall serve as certification that all services have been properly performed and all charges and costs have been invoiced to the Client. Upon submission of the Final Invoice, Client's account with Contractor will be closed and any and other further charges if not properly included on the Final Invoice shall be considered waived by the Contractor.

- 9. **Indemnity:** Contractor shall save harmless the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from a negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from expenses, including reasonable attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, his agents, or employees.
- 10. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

- 11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Contractor harmless from any and all claims or damages related to the release, change or reuse.
- 12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. No employee or officer of Client shall have individual liability to Contractor. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (U.S. \$1,000,000).
- 13. **No Consequential Damages:** In no event and under no circumstances shall Contractor or Client be liable to the other for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.
17. **Dispute Resolution:** Each party shall attempt to resolve conflicts or disputes under the Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under the Agreement or which relates in any way to the Agreement or the subject matter of the Agreement, either party may pursue litigation after notifying the other party of their intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:
- |   |  |
|---|--|
| <p><b>Client:</b><br/>           David L. Thomas<br/>           Purchasing Director<br/>           Beaufort County, South Carolina<br/>           106 Industrial Village Road<br/>           Beaufort, SC 29906<br/>           Phone: 843-255-2350<br/>           Email: <a href="mailto:dthomas@bcgov.net">dthomas@bcgov.net</a></p> | <p><b>Contractor:</b><br/>           Betty Kamara<br/>           Contracts Administrator<br/>           Tetra Tech, Inc.<br/>           2301 Lucien Way. Suite 120<br/>           Maitland, FL 32751<br/>           Phone: 321-441-8518   407-803-2551<br/> <a href="mailto:betty.kamara@tetrattech.com">betty.kamara@tetrattech.com</a></p> |
|---|--|
20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the South Carolina. The venue for any and all legal action necessary to enforce the

Agreement shall be Beaufort County, South Carolina.

22. **Compliance with the SAVE Program:** The contractor will execute an affidavit, attached as Exhibit C, that verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Calcasieu Parish has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.
23. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
24. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
25. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
26. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
27. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
28. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
29. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making

of this Agreement.

- 30. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 31. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.
- 32. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.

In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

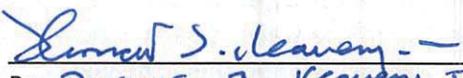
- 33. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

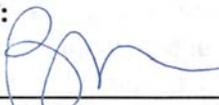
**IN WITNESS WHEREOF**, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement.

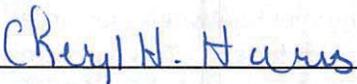
**CONTRACTOR:** TETRA TECH, INC.

**CLIENT:** BEAUFORT COUNTY, SOUTH CAROLINA

  
 By: Jonathan Burgiel  
 Title: Vice President/Operations Manager  
 Date: 09/10/2018

  
 By: Thomas J. Keaveney II  
 Title: INTERIM COUNTY ADMINISTRATOR  
 Date: September 10, 2018

**ATTEST:**  
  
 Betty Kamara, Contracts Administrator

**ATTEST:**  


**EXHIBIT B**

Debris Monitoring Positions	Paper-Based Ticketing			Automated Ticketing		
	Estimated Hours	Hourly \$ Rate	Extension col. (a)*(b)	Estimated Hours	Hourly \$ Rate	Extension col. (d)*(e)
	(a)	(b)	©	(d)	(e)	(g)
Project Manager	840	\$59.00	\$ 49,560	840	\$59.00	\$ 49,560
Operation Managers	1,680	\$55.00	\$ 92,400	1,680	\$55.00	\$ 92,400
Field Supervisors	2,880	\$42.00	\$ 120,960	2,880	\$42.00	\$ 120,960
GIS Analyst	360	\$55.00	\$ 19,800	360	\$55.00	\$ 19,800
Environmental Specialists	240	\$55.00	\$ 13,200	240	\$55.00	\$ 13,200
Billing/Invoicing/Data Managers	600	\$55.00	\$ 33,000	500	\$55.00	\$ 27,500
Project Coordinators	1,440	\$32.00	\$ 46,080	1,100	\$32.00	\$ 35,200
Load Ticket Data Entry Clerks	960	\$32.00	\$ 30,720	-		\$ -
Collection Crew Monitors	21,600	\$35.00	\$ 756,000	21,600	\$35.00	\$ 756,000
Tower Monitors	2,160	\$35.00	\$ 75,600	2,160	\$35.00	\$ 75,600
Residential Drop-off Monitors	720	\$35.00	\$ 25,200	720	\$35.00	\$ 25,200
Automated Ticketing Specialists				300	\$35.00	\$ 10,500
<b>Grand Total</b>	<b>33,480</b>		<b>\$ 1,262,520</b>	<b>32,380</b>		<b>\$ 1,225,920</b>

Grant Management Consulting Positions	Estimated Hours	Hourly \$ Rate	Extension col. (a)*(b)
	(a)	(b)	©
Senior Grant Management Consultant	40	\$155.00	\$6,200.00
Grant Management Consultant	60	\$125.00	\$7,500.00
Administrative Assistant	20	\$45.00	\$900.00
<b>Grand Total</b>	<b>120</b>	<b>\$ -</b>	<b>\$14,600.00</b>

Emergency Management Consulting Positions	Estimated Hours	Hourly \$ Rate	Extension col. (a)*(b)
	(a)	(b)	©
Senior Planner	40	\$125.00	\$5,000.00
Planner	20	\$85.00	\$1,700.00
<b>Grand Total</b>	<b>60</b>	<b>\$ -</b>	<b>\$6,700.00</b>



COUNTY COUNCIL OF BEAUFORT COUNTY  
**BEAUFORT COUNTY PURCHASING DEPARTMENT**  
102 Industrial Village Road, Bldg. 2—Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L. Thomas  
Purchasing Director  
843.255.2305  
dthomas@bcgov.net

Victoria Moyer  
Contract Specialist  
843-255-2295  
victoria.moyer@bcgov.net

August 11, 2020

Tetra Tech, Inc.  
2301 Lucien Way  
Suite 120  
Maitland, FL 32751

Re: Contract for Disaster Debris Management & Financial Recovery Services for Beaufort County

Contract Number: RFP 071217

It is a great pleasure to inform you that Beaufort County wishes to renew the above-mentioned contract in accordance with the original contract dated September 10, 2018. The contract renewal period will commence September 10, 2020 and extend through September 9, 2021. This is a one-year contract with 4 one-year extensions.

Please sign below and kindly return this signed document as well as an updated Certificate of Insurance at your earliest convenience.

We look forward to your continued success during the contract period ahead. Please contact Victoria Moyer at 843-255-2295 or [victoria.moyer@bcgov.net](mailto:victoria.moyer@bcgov.net) if you have any questions.

Regards,

*Dave Thomas*

Dave Thomas, CPPB, CPPO  
Purchasing Director, Beaufort County

*The signature below authorizes the renewal of the aforementioned Contract for an additional 2 (two) year terms pursuant to amendments, original contract, and Terms and Conditions found in the original solicitation.*

Authorized Name and Title to Bind Contract  
Jonathan Burgiel  
Business Unit President  
Tetra Tech, inc.

08/14/2020  
Date

Mark,

That is very helpful, we will put your remarks in the justification block on the spread sheet. Do you have an email where A & B confirmed the pricing increase or are you just waiting until we need the services?

Respectfully,

Dave

David (Dave) L. Thomas, CPPB, CPPO  
Purchasing Director, Beaufort County  
P.O. Drawer 1228  
106 Industrial Village Road, Bld#2  
Beaufort, SC 29901  
Office: 843-255-2304  
Mobile: 843-812-8217  
[dthomas@bcgov.net](mailto:dthomas@bcgov.net)



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**From:** Roseneau, Mark <[markr@bcgov.net](mailto:markr@bcgov.net)>

**Sent:** Friday, June 4, 2021 9:10 AM

**To:** Thomas, Dave <[dthomas@bcgov.net](mailto:dthomas@bcgov.net)>

**Cc:** Moyer, Victoria <[victoria.moyer@bcgov.net](mailto:victoria.moyer@bcgov.net)>; O'Donnell, Vanessa <[vodonnell@bcgov.net](mailto:vodonnell@bcgov.net)>

**Subject:** RE: Detention Center NTP Meeting

Dave,

Our FY 22 budget submission of \$630K includes the FY 21 \$539K and the estimated increase of \$91K cover the cost of service for our new facilities, Ft. Fremont, new A. Horne building, EMS Shanklin and S.O. as well as the increase for the pandemic.

Thanks,

Mark

**Mark E. Roseneau, Director**

Facility Management

120 Shanklin Road

Beaufort, South Carolina 29906

(843) 255-2748 Voice

(843) 255-9448 Fax



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of award for RFP 041621 Recyclables Collection and Processing Services for Beaufort County (\$1,000,000)
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee - June 21, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator - Engineering Cindy Carter, Solid Waste and Recycling Director Time needed for discussion = 5 minutes
<b>ITEM BACKGROUND:</b>
RFP 041621 was advertised on Vendor Registry March 5, 2021 and in the SC Business Opportunity Magazine and the Island Packet. The bid closed on April 16, 2021. A selection committee received seven proposals for review. The selected company will provide containers for collection of recyclable materials, transportation of recyclable materials for processing, processing of recyclable materials, and marketing and sale of recyclable materials.
<b>PROJECT / ITEM NARRATIVE:</b>
The selection committee rated each proposal based on the ability of the vendor to provide recyclables collection and processing services for Beaufort County. This included rental of collection containers, transportation of containers for processing, processing of recyclables for market and sale of each commodity collected at the County Convenience Centers. The award will include County Convenience Center glass be offered to Glass WRX SC, located at 302 Parker Drive in the Beaufort Commerce Park. The initial contract term would be for 2 year from August 1, 2021, to July 31, 2023, with the option for three additional annual renewals.
<b>FISCAL IMPACT:</b>
This is a unit rate contract. The estimated cost for the contract is \$1,000,000 and has been budgeted for FY22. The current funding account is 10001340-51167.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the award of RFP 041621 Recyclables Collection and Processing Services to Waste Management.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve /deny the recommendation of award for RFP 041621 Recyclables Collection and Processing Services to Waste Management. <i>(Next Step – Forward action to County Council on 6/28 for approval.)</i>

# PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 15.



<b>Project Name:</b>	<b>Beaufort County Recyclables Collection and Processing Services</b>
<b>Project Number:</b>	RFP #041621
<b>Project Budget:</b>	n/a
<b>Bid Opening Date:</b>	Friday, April 16, 2021
<b>Time:</b>	3:00 PM
<b>Location:</b>	Building #2 106 Industrial Village Rd, Beaufort, SC
<b>Bid Administrator:</b>	Dave Thomas, Beaufort County Purchasing Director
<b>Bid Recorder:</b>	Cindy Carter, Solid Waste Director

BIDDER	Rater 1	Rater 2	Rater 3	Rater 4	Rater 5	Average	Total	Notes
Capital Waste Services	45	61	41	88	33	53.6	321.6	Not Selected; collection only
GLASSWRX SC LLC	60	54	36	97	20	53.4	320.4	Not selected; glass only
ITU LLC dba i2recycle	40	41	36	93	40	50.0	300.0	Not selected; high cost
Pro Disposal	65	76	38	81	53	62.60	375.60	Not selected; high cost
Republic Services	55	79	64	93	45	67.20	403.20	Not Selected; collection only
Waste Management	80	92	79	98	77	85.20	511.20	Selected; award pending agreement for contract specifics
Waste Pro	50	71	58	93	49	64.20	385.20	Not Selected; collection only

Rank order:	Total Score
1. Waste Management	511.2
2. Republic Services	403.2
3. Waste Pro	385.2
4. Pro Disposal	375.6
5. Capital Waste Services	321.6
6. GLASSWRX SC LLC	320.4
7. ITU LLC dba i2recycle	300








<b>Project Name:</b>	<b>Storm, Debris Removal, Debris Mgt Sit</b>
<b>Project Number:</b>	RFP #030415
<b>Project Budget:</b>	
<b>Presentation</b>	Friday May 8,2015
<b>Time:</b>	9-00 am - 3:00:00 PM
<b>Location:</b>	PWCR 120 Shanklin Road, Beaufort, SC
<b>Bid Administrator</b>	Dave Thomas, Beaufort County Purchasi
<b>Bid Recorder:</b>	Jim Minor, Solid Waste Manager

78	Minor	Stanley	Larson	Bellamy	Zeloi	Total
Ashbritt, Inc.	3	3	3	3	3	15
Ceres Environmental	2	1	1	2	1	7
Crowder Gulf	1	2	2	1	2	8
DRC Emergency Services	4	4	4	4	4	20

Operations/Disposal for BC

ng Director

Average Score	Called for Presentation	Rank	Award
3.00		3	
1.40		1	
1.60		2	
4.00		4	



<b>Project Name:</b>	<b>Storm, Debris Removal, Debris Mgt Sit</b>
<b>Project Number:</b>	RFP #030415
<b>Project Budget:</b>	
<b>Presentation</b>	Friday May 8,2015
<b>Time:</b>	9-00 am - 3:00:00 PM
<b>Location:</b>	PWCR 120 Shanklin Road, Beaufort, SC
<b>Bid Administrator</b>	Dave Thomas, Beaufort County Purchasi
<b>Bid Recorder:</b>	Jim Minor, Solid Waste Manager

	78	Minor	Stanley	Larson	Bellamy	Zeloi	Total
Ashbritt, Inc.		92	63	62	87	79	383
Ceres Environmental		98	93	84	89	85	449
Crowder Gulf		96	92	74	99	81	442
DRC Emergency Services		88	62	44	80	62	336

Operations/Disposal for BC

ng Director

Average Score	Called for Presentation	Rank	Award
76.60		3	
89.80		2	
88.40		1	
67.20		4	



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of Award for RFQ 043021E New Riverside Village Public Library Architecture and Engineering Services
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – June 21, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator - Engineering (5 mins)
<b>ITEM BACKGROUND:</b>
Beaufort County published a solicitation for Architecture and Engineering (A&E) services on March 31, 2021 to which six firms submitted qualifications. A committee of five evaluated the submissions and determined that McMillan-Pazden-Smith Architecture was the most qualified.
<b>PROJECT / ITEM NARRATIVE:</b>
A new 15,000 sf branch library in the New Riverside Village Development will serve the Pritchardville / Bluffton area. This project has been in the current Beaufort County Strategic Plan and Comprehensive Plan since 2010.
<b>FISCAL IMPACT:</b>
On June 7, 2021 Beaufort County received a fee proposal for RFQ #043021E A&E Services for the New Riverside Village Library for a total of \$515,000. A 10% contingency is recommended and makes the total project budget for design services \$566,500.00 to be funded from Bluffton Library Impact Fees (26020011-54420) with a current balance of \$3,261,390.09.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends award of RFQ 043021E A&E Services to McMillan Pazdan Smith Architecture.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation of award RFQ 043021E A&E Services to McMillan Pazdan Smith Architecture <b>Next Step: Move forward to County Council for approval.</b>

New Riverside Village Library						
RFQ 042621E						
Summary Score Sheet						
Evaluators	Name of Company	Name of Company	Name of Company	Name of Company	Name of Company	Name of Company
	<u>AAG Architects</u>	<u>Creech &amp; Associates</u>	<u>Glick Boehm &amp; Associates</u>	<u>Liollio Architecture</u>	<u>LS3P</u>	<u>McMilan Pazdan Smith Architecture</u>
Amanda Dickman	78	95	85	92	94	100
Chuck Atkinson	84	94	86	86	91	96
Josh Greer	74	91	86	89	95	99
Mark Sutton	69	92	96	95	99	100
Anna Maria Tabernik	76	85	80	92	96	99
<b>TOTALS:</b>	<b>381</b>	<b>457</b>	<b>433</b>	<b>454</b>	<b>475</b>	<b>494</b>
1. McMilan Pazdan Smith	494					
2. LS3P	475					
3. Creech & Assoc	457					
4. Liollio	454					
5. GBA	433					
6. AAG	381					



June 7, 2021

Mr. Mark Sutton  
Beaufort County  
2266 Boundary Street  
Beaufort, South Carolina 29901

**Re: New 15,000SF Riverside Village Library**

Dear Mark,

On behalf of McMillan Pazdan Smith (MPS), I want to thank you for the opportunity to offer our fee proposal for the design of the new Riverside Village Library in Bluffton, SC. It is truly an honor and privilege to be able to continue to work with you and the library. We are thrilled and eager to get started.

As we discussed in our Zoom meeting yesterday, MPS proposes the following fees for full service architectural and engineering design services for the new library:

Programming.....	\$15,000.00
Architectural & Engineering Services .....	\$390,000.00
(Including architectural design, mechanical, electrical, plumbing, fire protection, structural & civil engineering)	
Interior Design Services .....	\$45,000.00
(Furniture, shelving & signage)	
Landscape Architecture .....	\$20,000.00
Civil Engineering-Permitting Services.....	\$30,000.00
Cost Estimating .....	\$15,000.00
<hr/>	
TOTAL PROPOSED LUMP SUM FEE* (Excluding Reimbursable Expenses) .....	\$515,000.00

\*For simplicity, we recommend a total lump sum fee but are certainly open to other contractual arrangements if you prefer.

Reimbursable Expenses

Reimbursable expenses are not included in lump sum and will be billed with a 1.15 multiplier.

These may include:

- Printing, Copying or Plotting of Documents
- Long Distance Telephone or Fax Charges
- Postage/Shipping Charges
- Jobsite Travel and related Expenses
- Other Project Related Expenses

Mr. Mark Sutton  
Beaufort County-Riverside Village Library  
June 7, 2021  
Page 2 of 2

Item 16.

We look forward to working with you on this project. If you have any questions about this proposal, please do not hesitate to contact me at 864.915.3283.

Sincerely,



David R. Moore, II, FAIA, ALA, LEED AP BD+C  
Principal

cc: Toren Andersson



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Resolution revising Resolution 2020/26 reflecting the appropriate amount of CDBG and local funding containing the required cost savings language for the Detour Road Sidewalk Extension Project.
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – June 21, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Engineering <i>(5 min)</i>
<b>ITEM BACKGROUND:</b>
Resolution 2020/26 authorized the County Administrator to make application to the South Carolina Department of Commerce, Grants Administration for Community Enrichment Funds. Upon grant approval, the Department of Commerce requires a revised Resolution reflecting the project funding budget.
<b>PROJECT / ITEM NARRATIVE:</b>
Detour Road Sidewalk Extension has an overall cost of \$461,868. To supplement the cost of this project, Beaufort County received a Community Development Block Grant for \$200,000. This grant will be matched with \$61,868 from the Road Use Fees and \$250,000 from the Seabrook Solar Farm donation.
<b>FISCAL IMPACT:</b>
This grant will be matched with \$61,868 from the Road Use Fees (TAG Fees) and \$250,000 from the Seabrook Solar Farm donation.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Resolution.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the Resolution revising Resolution 2020/26 reflecting the appropriate amount of CDBG and local funding containing the required cost savings language for the Detour Road Sidewalk Extension Project.  <i>(Next Step - Move forward to Council for adoption on June 28, 2021)</i>

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, there is a need to address quality of life issues for Beaufort County, and addressing the concerns and issues of low-to-moderate income (LMI) residents is a priority for the County, and pedestrian pathways have been identified as a priority community need for Beaufort County; and

**WHEREAS**, Beaufort County has taken steps to address this need by adopting Resolution 2020/26 authorizing the Interim County Administrator, Eric Greenway, to make application to the South Carolina Department of Commerce, Grants Administration for Community Enrichment Funds; and

**WHEREAS**, Beaufort County was awarded a Special Projects Grant from the Community Development Block Grant Program in the amount of \$200,000 for the Detour Road Sidewalk Extension Project; and

**WHEREAS**, The Department of Commerce Grants Administration requires a revised Resolution reflecting the appropriate amount of CDBG and local funding containing the required cost savings language; and

**WHEREAS**, Beaufort County is to commit funds in the amount of \$261,868 to meet the projected project budget; and

**WHEREAS**, Beaufort County commits to sharing cost savings on a pro rata basis based on the application budget.

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of Beaufort County, South Carolina, that Beaufort County commits funds in the amount of \$261,868 and commits to sharing cost savings on a pro rata basis for the Detour Road Sidewalk Extension Project.

**ADOPTED**, THIS \_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Joe Passiment, Chairman

**ATTEST:**

\_\_\_\_\_  
Clerk to Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of Award for IFB #051321– Brewer Memorial Stormwater Improvements (\$371,212.71)
<b>MEETING NAME AND DATE:</b>
Public Facilities – June 21 <sup>st</sup> , 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACE – Engineering Neil Desai, P.E - Public Works Director ( <i>Alternate</i> ) (5 min)
<b>ITEM BACKGROUND:</b>
April 13th, 2021 – IFB posted on Vendor Registry June 9th, 2021 – Presented at the Stormwater Utility Board Meeting
<b>PROJECT / ITEM NARRATIVE:</b>
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 designed a project to address Stormwater improvements to be built at Brewer Memorial Park, a passive park co-owned by the Beaufort County Open Land Trust. This project will treat previously untreated runoff from the roadway, before discharge to Factory Creek. Beaufort County Stormwater has recommended the contract for construction be awarded to Truluck Construction, Inc. the lowest, most responsible bidder
<b>FISCAL IMPACT:</b>
Truluck Construction, Inc. provided a bid of \$337,466.10. With a 10% contingency of \$33,746.61, the total project cost is \$371,466.10. Funding will come from budgeted construction funds out of account 50260017-51160 from the Stormwater Utility Fund that currently has a balance of \$600,000.00.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the award of IFB #051321– Brewer Memorial Stormwater Improvements to Truluck Construction, Inc.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve recommendation of award for IFB#051321 – Brewer Memorial Stormwater Improvements to Truluck Construction, Inc.  Motion to deny recommendation of award for IFB#051321 – Brewer Memorial Stormwater Improvements to Truluck Construction, Inc.  <b>(Next Step – Upon approval, send to County Council for First Reading)</b>

**PRELIMINARY BID TABULATION**  
PURCHASING DEPARTMENT



<b>Project Name:</b>	Brewer Memorial Park Stormwater Improvements
<b>Project Number:</b>	IFB 051321
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	12-May-21
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	TOTAL COST
Gulf Stream Construction	X	X	X	X		X	\$ 472,300.33
Oquinn Marine Construction Inc.	X	X	X	X	X	X	\$ 586,798.00
Truluck Construction	X	X	X	X	Self Performing	X	\$ 337,466.10

*Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.*

\_\_\_\_\_  
Bid Administrator Signature

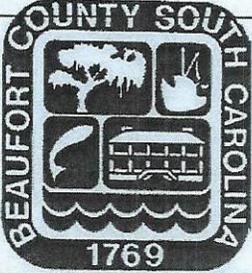
*Victoria Moyer*  
\_\_\_\_\_  
Bid Recorder

THIS IS NOT AN ORDER

\*VENDOR ORIGINAL  
\*VENDOR COPY

Dates Advertised:

April 13, 2021

	(IFB)	FORMAL SEALED BID (X)      REQUEST FOR QUOTE ( )
		We require bids to be electronically submitted through our Vendor Registry Program. Please go to <a href="http://www.BeaufortCountySC.gov">www.BeaufortCountySC.gov</a> and sign up to submit your bid.
BIDS WILL BE RECEIVED UNTIL 3:00 P.M.	Bid No.	
LOCAL TIME ON: May 13, 2021	051321	
BID TITLE: <b>Brewer Memorial Stormwater Improvements</b>		
PREBID CONFERENCE: <b>Pre-Bid</b> conference will be held on April 28, 2021 at 2:00 p.m., virtually via Webex Meeting. All interested bidders must attend the meeting. WebEx contact <a href="mailto:dthomas@bcgov.net">dthomas@bcgov.net</a> to sign up.		
David L. Thomas, CPPO Purchasing Director	Mailing Date	SUBMIT QUESTIONS TO: Vendor Registry
VENDOR NAME O'Quinn Marine Construction Inc.	REASON FOR NO BID	
VENDOR MAILING ADDRESS 95 Sheppard Road	Amend Number(s) Received: 1	
CITY-STATE-ZIP CODE Beaufort, SC 29907	S.C. TAX NO. 25241908	
Telephone Number (843) 522-3313	FEDERAL I.D. OR SOCIAL SECURITY NO.	
Toll-Free Number ( )	57-2866742	
Fax Number (843) 522-3138	<input type="text" value="AUTHORIZED SIGNATURE (MANUAL)"/> 	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.	<input type="text" value="AUTHORIZED SIGNATURE/TITLE"/> Robert D. O'Quinn, III, President	
Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00.		

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within \_\_\_ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than sixty (60) days after issue date of purchase order.

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

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

**BID FORM**

**THIS BID SUBMITTED TO: Beaufort County Stormwater Department**

**TITLE OF WORK: Brewer Memorial Park Stormwater Improvements**

**LOCATION OF WORK: Beaufort, South Carolina**

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

**Start and Completion of Work**

The Bidder further proposes and agrees hereby to promptly commence the Work **with adequate force and equipment within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision. **Contractor shall complete all work within 90 Calendar days.**

Bidder acknowledges receipt of the following addenda:

- 1 - May 3, 2021

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5. In accordance with Paragraph 9.3 of the General Provisions, progress payments will be made less retainage in an amount equal to ten percent (10%). If the Contractor is **50% complete** with the project and **on schedule**, the retainage may be reduced to five percent (5%).

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

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

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

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

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

10. **BIDDER** is organized under the laws of the State of South Carolina as a Corporation (indicate proprietorship, partnership, or corporation) as follows:

Name (of business): O'Quinn Marine Construction Inc

Address: 95 Sheppard Road Beaufort, SC 29907

Telephone: 843-522-3313 FAX: 843-522-3138

South Carolina Bidder's License No.: G94640

Licensing Authority: South Carolina Department of Labor, Licensing and Regulation

11. Communications concerning this Bid should be addressed to the attention of Robert D. O'Quinn III As follows:

Name: Robert D. O'Quinn, III

Address: 95 Sheppard Road Beaufort, SC 29907

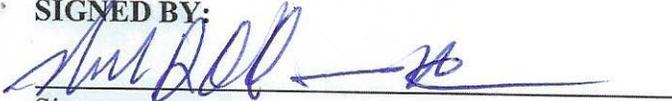
Telephone: 843-522-3313 FAX: 843-522-3138

## Brewer Memorial Park - Bid Sheet

Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	10,000.00	10,000.00
2	Testing	1	LS	10,000.00	10,000.00
3	Surveying (Stake-Out)	1	LS	13,000.00	13,000.00
1	Silt Fence	1,015	LF	7.00	7,105.00
2	Rock Construction Entrance	1	EA	2,200.00	2,200.00
3	Concrete Washout	1	EA	500.00	500.00
4	Inlet Protection	8	EA	100.00	800.00
5	Temporary Seeding	2,000	SY	.75	1,500.00
6	Permanent Seeding	1,500	SY	2.50	3,750.00
7	Dust Control	1	LS	500.00	500.00
8	Tree Protection	340	LF	4.00	1,360.00
9	Armored Turf Stabilization	94	SY	50.00	4,700.00
10	Articulated Block Slope Armor	108	SY	300.00	32,400.00
11	Concrete Driveway Removal	25	SY	60.00	1,500.00
12	Asphalt Removal	62	SY	60.00	3,720.00
13	Gravel Parking Removal	655	SY	60.00	39,300.00
14	Rip Rap & Concrete Scrap Removal	1	LS	3,000.00	3,000.00
15	Remove & Abandon Cleanout	1	EA	3,000.00	3,000.00
16	Existing RCP Removal	17	LF	88.00	1,496.00
17	Remove Bulkhead Piles & Old Retaining Wall	1	LS	2,500.00	2,500.00
18	Saw Cut Existing Pavement	32	LF	10.00	320.00
1	Strip Topsoil	120	CY	30.00	3,600.00
2	Excavation & Offsite Disposal	650	CY	15.00	9,750.00
3	Imported Fill	100	CY	30.00	3,000.00
4	Bioswale Excavation	1	LS	4,500.00	4,500.00
5	Rough Grading	2,500	SY	5.00	12,500.00
6	Finish Grading	1,500	SY	10.00	15,000.00
7	Wooden Bulkhead	100	LF	500.00	50,000.00
8	18" RCP	134	LF	53.00	7,102.00
9	6" HDPE	20	LF	45.00	900.00
10	6" HDPE, Perforated Under-Drain	110	LF	40.00	4,400.00
11	12" HDPE	22	LF	75.00	1,650.00
12	Filtterra Bioscapes Vault	1	EA	32,000.00	32,000.00
13	Filtterra Bioscapes Vault and Curb Inlet	1	EA	42,000.00	42,000.00
14	Nyoplast Yard Inlet	1	EA	22,000.00	22,000.00
15	Connect to Existing Outlet Structure	2	EA	12,500.00	12,500.00
16	Concrete Junction Box For Existing Storm Drain	1	EA	10,000.00	10,000.00
17	RCP Flared End Section	1	EA	750.00	750.00
18	Bioswale Media	115	CY	45.00	5,175.00
19	6" Gravel Pavement	318	SY	100.00	31,800.00
20	Flush Header Curb	270	LF	48.00	12,960.00
21	18" Concrete Curb and Gutter	526	LF	40.00	21,040.00
22	8-oz Non-Woven Geotextile Fabric	318	SY	4.00	1,272.00
23	Wheelstops	14	EA	300.00	4,200.00
24	Concrete Flume	1	EA	1,650.00	1,650.00
25	4" Concrete Sidewalk	25	SY	100.00	2,500.00
26	Permeable Concrete Pavement	318	SY	267.00	84,906.00
27	Concrete Paving (SCDOT)	46	SY	152.00	6,992.00
28	Landscaping and Shorescape Allowance	1	LS		40,000.00

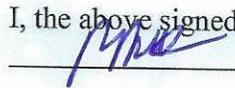
BREWER MEMORIAL PARK - TOTAL \$586,798.00

SIGNED BY:

  
Signature

Robert D. O'Quinn, III  
Name Printed

Title: President Date: 05/13/2021

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

**BID BOND**

(Five Percent [5%] of Bid)

# ATA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
O'Quinn Marine Construction, Inc  
95 Sheppard Road  
Beaufort, SC 29907

**SURETY:**

(Name, legal status and principal place of business)  
Merchants Bonding Company (Mutual)  
P.O. Box 14498  
Des Moines, IA 50306-3498

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)  
Beaufort County  
P.O. Drawer 1228  
Beaufort, SC 29901-1228

**BOND AMOUNT:** 5% of the attached bid\*\*\*

**PROJECT:**

(Name, location or address, and Project number, if any)  
Storm Water Improvements

Project Number, if any:  
051321

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

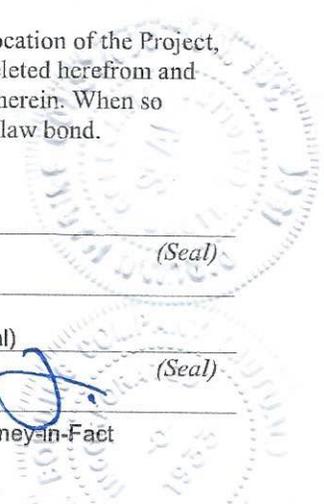
Signed and sealed this 13th day of May, 2021

*Nancy L. New*  
(Witness)

*Edith P. Forsberg*  
(Witness) Edith P. Forsberg

O'Quinn Marine Construction, Inc  
(Principal) *[Signature]* (Seal)

Merchants Bonding Company (Mutual)  
(Surety) *[Signature]* (Seal)  
(Title) Raymond E. Cobb, Jr., Attorney-in-Fact



Init.

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Wayne McCartha; M Kathryn McCartha-Powers; Raymond E Cobb Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

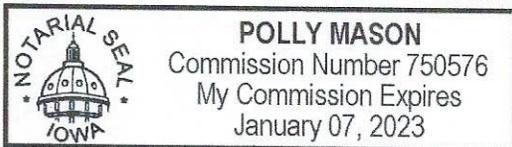


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of May, 2021.



*William Warner Jr.*  
Secretary

IFB # 051321

**CONSENT OF SURETY**

OWNER: County Council of Beaufort County

TITLE OF WORK: Brewer Memorial Park Stormwater Improvements  
(Complete above exactly as given in Invitation to Bid)

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

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be heretoaffixed this 13 day of May, 20 21.

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

Merchants Bonding Company (Mutual)

(Surety Company)

BY: [Signature]  
(Surety Company, Attorney-In-Fact)

Attest: [Signature]

# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 • FAX: (515) 243-3854

## ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) (“Merchants”) deems the digital or electronic image of Merchants’ corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective May 13, 2021.

**MERCHANTS BONDING COMPANY (MUTUAL)**



By: Larry Taylor  
Larry Taylor, President

IFB # 051321

**CERTIFICATION BY CONTRACTOR**

Regarding

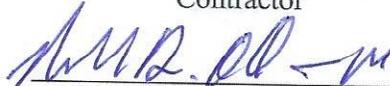
**NON-SEGREGATED FACILITIES**

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

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

O'Quinn Marine Construction Inc.

Contractor

  
(Signature)

Robert D. O'Quinn, III, President

Name and Title of Signer

05/13/2021

Date

IFB # 051321

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of South Carolina )

County of Beaufort )

Robert D. O'Quinn, III ) ss. Being first duly sworn,  
deposes and says that:

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

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

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

(3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of another Bidder, or to fix any overhead, profit or cost element of the bid price or the Bid of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Beaufort County or any person interested in the proposed Contract; and,

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representative, owners, employees, or parties in interest, including this affiant.

[Signature] Name

President Title

Subscribed and sworn to before me this

13th Day of May, 2021.

Nancy H. Lucas (SEAL)  
Notary Public South Carolina Title



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

IFB # 051321

**CONTRACTOR'S QUALIFICATION STATEMENT**

**CERTIFICATION:** The following is a statement of fact.



<u>Signature</u>	<u>Robert D. O'Quinn, III</u>	<u>05/13/2021</u>
	<u>Typed Name and Title</u>	<u>Date</u>

**A. GENERAL**

- A.1 Submit to: County Council of Beaufort County
- A.2 Name of Project (if applicable): [Project Title] Brewer Memorial Park Stormwater Improvements  
[Project Location] 47 Sea Island Parkway
- A.3 Contractor:
- A.4 Name: O'Quinn Marine Construction Inc.  
Mailing Address: 95 Sheppard Road, Beaufort, SC 29907  
Street Address: 95 Sheppard Road, Beaufort, SC 29907  
Telephone Number (including area code): 843-522-3313  
Facsimile Number (including area code): 843-522-3138  
Contact Person: Robert D. O'Quinn, III  
Contact Person's Telephone Number: 843-592-0906  
South Carolina Contractor's License Number: G94640

**B. BUSINESS ORGANIZATION**

- B.1 Check type of business organization:  
Corporation  Individual \_\_\_\_\_ Partnership \_\_\_\_\_  
(Name of Partners) \_\_\_\_\_  
Joint Venture \_\_\_\_\_ Other \_\_\_\_\_
- B.2 If a corporation: \_\_\_\_\_  
State of Incorporation: South Carolina  
If not incorporated in South Carolina, State Corporation Commission Registration Number: \_\_\_\_\_  
Date of Incorporation: May 8, 1988  
Federal I.D. Number: 57-0866742

Name Address Phone No. Yrs. in Position

Officers:

President: Robert D. O'Quinn, III 95 Sheppard Rd Beaufort, SC 29907 25 years

Vice President(s): Robert D. O'Quinn IV 95 Sheppard Rd Beaufort, SC 29907 8 years

Secretary: Carol H. O'Quinn 95 Sheppard Rd Beaufort SC 29907 20 years

Treasurer: Carol H. O'Quinn

Are you a Subchapter S Corporation: Yes No X

Name Address Phone No.

Subchapter S Shareholders:

B.3 If a partnership:

Date of Organization:

Type of partnership:

List of General Partners:

Name Address & Phone No.

Years as GP

B.4 If individually owned:

Name, address, and phone number of sole-proprietor:

Years in business: 40 B.5 Have you ever operated under another name? Yes No X

If yes,

All other business names and addresses of principal placed of business for each business.

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

Number of years in business under each name:

\_\_\_\_\_

Contractor's license number in each state in which a business was operated.

\_\_\_\_\_

**C. BONDING**

C.1 Bonding Agent:

\_\_\_\_\_

Name: McCartha-Cobb & Associates

Address: 1407 Calhoun Street, Columbia, SC 29201

Telephone Number (including area  
code): 803-799-3474

\_\_\_\_\_

Contact Person: Ray Cobb

\_\_\_\_\_

C.2 Bonding Company: Merchants Bonding Company

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

Address: c/o McCartha-Cobb & Associates, 1407 Calhoun Street, Columbia, SC 29201

Telephone Number (including area code): 803-799-3474

Contact Person: Ray Cobb

Best's Key Rating of bonding company: A

C.3 Number of years this bonding company has acted as surety for you:  
17

C.4 Bonding Capacity: Maximum single job size: 1,800,000.00  
Total bonding limit: 3,000,000.00

C.5 Do you intend to use any alternative form of security? No  
If so, indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)

Form of Security: \_\_\_\_\_

Bank or Savings & Loan: \_\_\_\_\_

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

Address & Phone No.: \_\_\_\_\_

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

Yes \_\_\_\_\_ No X

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

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

Yes \_\_\_\_\_ No X

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

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

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

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

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

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

\_\_\_\_\_

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

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

**D. SAFETY**

D.1 Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health

Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body? Y N X

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

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

D.2 List your workman's compensation experience modifier for the last three years.  
2020: .93                      2019: .85                      2018: .87

**E. References**

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

- Architects/Engineers:
1. Andrews Engineering - 2712 Bull St #A, Beaufort, SC 29902 843-379-2222
  2. McSweeney Engineers - 495 Meeting St. #C, Charleston, SC 29403 843-974-5621

- Major Subcontractors:
1. Keiffer Lumber & Construction-PO Box 30 Hardeeville SC 29927 843-784-3980
  2. Lowcountry Concrete-330 Parker Dr., Beaufort, SC 29906 843-846-8024

- Financial Institutions:
- Palmetto State Bank - Jan Malinowski, 145 Seas Island Dr., Beaufort, SC 29907 843-524-3400

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

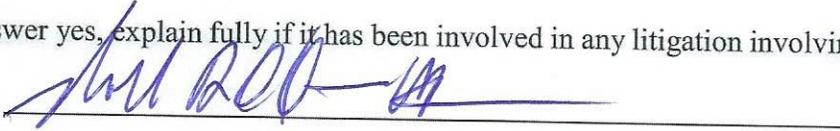
**Company Name:**

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

Circle Yes or No.

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

Signature



LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

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

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

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

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

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document IFB051321, dated April 13, 2021

Company Name: O'Quinn Marine Const. Inc. Principal Name: Robert D. O'Quinn, III

Company Address: 95 Sheppard Road  
Beaufort, South Carolina 29907

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

Beaufort County Business License/Classification: Commercial and Institutional B

Tax Obligation Current: Yes

Signature of Principal/Date:  May 13, 2021

**GOOD FAITH EFFORTS CHECKLIST (PRE-AWARD)**

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

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

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

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

O'Quinn Marine Costruction Inc.

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

Robert D. O'Quinn III  
\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

05/13/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT 1  
Non-Discrimination Statement**

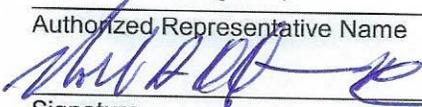
The bidder/proposer certifies that:

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

O'Quinn Marine Construction inc.

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

Robert D. O'Quinn, III  
\_\_\_\_\_  
Authorized Representative Name

  
\_\_\_\_\_  
Signature

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

05/13/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Return this page with your bid/proposal*

**EXHIBIT 2**  
**Outreach Documentation Log**

Bidder/Proposer Name: O'Quinn Marine Construction Inc.

Bid/RFP No.: IFB# 05/13/21

Bid/RFP Date: May 13, 2021

Project Name: Brewer Memorial Park Stormwater Improvements

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

Name of S/MBE	Firm Type	Address	Telephone Number	Trade/Commodity	Letter Sent (Y/N)	Response (No Response / Will Quote / Will Not Quote)	Result (if Submitting Quote)
Beaufort Black Chamber of Commerce		PO Box 754 Beaufort, SC 29901		Landscaping	Y	No Responses	
Beaufort Regional Chamber of Commerce		PO Box 910 Beaufort, SC 29901		Landscaping	Y	No Responses	
HiltonHead-Bluffton Chamber of Commerce		PO Box 5647 Hilton Head Island, SC 29938		Landscaping	Y	No Responses	
SCDOT Disadvantaged Business Enterprise		995 Park Street Columbia, SC 29202		Landscaping	Y	No Responses	
Small Business Admin		1835 Assembly Street Columbia, SC 29201		Landscaping	Y	No Responses	

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

Name: Robert D. O'Quinn III Signature:  Title: President

*Return this page with your bid/proposal*

**EXHIBIT 3  
Proposed Utilization Plan**

Bidder/Proposer Name: O'Quinn Marine Construction Inc.  
 Bid/RFP No.: IFB# 051321  
 Bid/RFP Date: May 13, 2021  
 Project Name: Brewer Memorial Park Stormwater Improvements

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

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

Total Anticipated Small Business Enterprise Participation Dollar Value: \$ \_\_\_\_\_

Total Anticipated Minority Business Enterprise Participation Dollar Value: \$ \_\_\_\_\_

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_

From: **Nancy Lucas** nancy.oquinmarine@icloud.com  
Subject: Brewer Memorial Stormwater Improvements  
Date: May 3, 2021 at 1:53 PM  
To: president@bcbcc.org

*Mr. Holman,  
Please see the attached. Thank you.  
Nancy*



May 3, 2021

Beaufort County Black Chamber of Commerce  
Attention: Mr. Larry Holman  
P.O. Box 754  
Beaufort, SC 29901

Dear Mr. Holman,

O'Quinn Marine Construction is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for Beaufort County IFB/RFP # 051321, Brewer Memorial Park Stormwater Improvements.

We have the following opportunities for subcontracting on this project:

- 1. Landscaping

Plans and specifications are available at our office and at Vendor Registry.

It is the policy of O'Quinn Marine Construction Inc. that all bidders be licensed, insured and provide a Certificate of Insurance and be experienced in landscaping.

The IFB/RFP closing date is May 13, 2021 at 3:00 pm and therefore, we must receive your quote/proposal into our office no later than 10:00 am on May 12, 2021

If you have any questions please contact Duncan O'Quinn at our company.

We look forward to hearing from you.

Sincerely,

R. Duncan O'Quinn, President  
O'Quinn Marine Construction Inc.

From: **Nancy Lucas** nancy.oquinmarine@icloud.com  
Subject: Brewer Memorial Park Stormwater Improvements  
Date: May 3, 2021 at 1:56 PM  
To: blakely@beaufortsc.org

*Ms. Williams,  
Please see the attached. Thank you.  
Nancy*



May 3, 2021

Beaufort Regional Chamber of Commerce  
Attention: Ms. Blakely Williams  
PO Box 910  
Beaufort, SC 29901

Dear Ms. Williams,

O'Quinn Marine Construction is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for Beaufort County IFB/RFP # 051321, Brewer Memorial Park Stormwater Improvements.

We have the following opportunities for subcontracting on this project:

- 1. Landscaping

Plans and specifications are available at our office and at Vendor Registry.

It the policy of O'Quinn Marine Construction Inc. that all bidders be licensed, insured and provide a Certificate of Insurance and be experienced in landscaping.

The IFB/RFP closing date is May 13, 2021 at 3:00 pm and therefore, we must receive your quote/proposal into our office no later than 10:00 am on May 12, 2021

If you have any questions please contact Duncan O'Quinn at our company.

We look forward to hearing from you.

Sincerely,

R. Duncan O'Quinn, President  
O'Quinn Marine Construction Inc.

From: **Nancy Lucas** nancy.oquinmarine@icloud.com  
Subject: Brewer Memorial Park Stormwater Improvements  
Date: May 3, 2021 at 1:59 PM  
To: smcguire@hiltonheadisland.org

*Ms. McGuire,  
Please see the attached. Thank you.  
Nancy*



May 3, 2021

Hilton Head Island-Bluffton Chamber of Commerce  
Attention: Ms. Sandy McGuire  
PO Box 5647  
Hilton Head Island, SC 29938

Dear Ms. McGuire,

O'Quinn Marine Construction is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for Beaufort County IFB/RFP # 051321, Brewer Memorial Park Stormwater Improvements.

We have the following opportunities for subcontracting on this project:

- 1. Landscaping

Plans and specifications are available at our office and at Vendor Registry.

It the policy of O'Quinn Marine Construction Inc. that all bidders be licensed, insured and provide a Certificate of Insurance and be experienced in landscaping.

The IFB/RFP closing date is May 13, 2021 at 3:00 pm and therefore, we must receive your quote/proposal into our office no later than 10:00 am on May 12, 2021

If you have any questions please contact Duncan O'Quinn at our company.

We look forward to hearing from you.

Sincerely,

R. Duncan O'Quinn, President  
O'Quinn Marine Construction Inc.

From: **Nancy Lucas** nancy.oquinmarine@icloud.com  
Subject: Brewer Memorial Park Stormwater Improvements  
Date: May 3, 2021 at 2:03 PM  
To: simsc@scdot.org

*Mr. Sims,  
Please see the attached. Thank you.  
Nancy*



May 3, 2021

SCDOT Disadvantaged Business Enterprise Program  
Attention: Mr. Curtis Sims  
955 Park Street  
Columbia, SC 29202

Dear Mr. Sims,

O'Quinn Marine Construction is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for Beaufort County IFB/RFP # 051321, Brewer Memorial Park Stormwater Improvements.

We have the following opportunities for subcontracting on this project:

1. Landscaping

Plans and specifications are available at our office and at Vendor Registry.

It the policy of O'Quinn Marine Construction Inc. that all bidders be licensed, insured and provide a Certificate of Insurance and be experienced in landscaping.

The IFB/RFP closing date is May 13, 2021 at 3:00 pm and therefore, we must receive your quote/proposal into our office no later than 10:00 am on May 12, 2021

If you have any questions please contact Duncan O'Quinn at our company.

We look forward to hearing from you.

Sincerely,

R. Duncan O'Quinn, President  
O'Quinn Marine Construction Inc.

From: **Nancy Lucas** nancy.oquinmarine@icloud.com  
Subject: **Brewer Memorial Park Stormwater Improvements**  
Date: **May 3, 2021 at 2:07 PM**  
To: john.oneill@sba.gov

*Mr. O'Neill,  
Please see the attached. Thank you.  
Nancy*



May 3, 2021

Small Business Administration  
Attention: Mr. John O'Neill  
1835 Assembly Street, Suite 1425  
Columbia, SC 29201

Dear Mr. O'Neill,

O'Quinn Marine Construction is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for Beaufort County IFB/RFP # 051321, Brewer Memorial Park Stormwater Improvements.

We have the following opportunities for subcontracting on this project:

1. Landscaping

Plans and specifications are available at our office and at Vendor Registry.

It is the policy of O'Quinn Marine Construction Inc. that all bidders be licensed, insured and provide a Certificate of Insurance and be experienced in landscaping.

The IFB/RFP closing date is May 13, 2021 at 3:00 pm and therefore, we must receive your quote/proposal into our office no later than 10:00 am on May 12, 2021

If you have any questions please contact Duncan O'Quinn at our company.

We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink that reads "R. Duncan O'Quinn".

R. Duncan O'Quinn, President  
O'Quinn Marine Construction Inc.

# FAX TX Report



Item 18.

MFP

TASKalfa 307ci

Firmware Version 2SZ\_2000.001.305 2020.03.18

R369603277  
05/10/2021 11:38  
[2SZ\_1000.001.010] [2SZ\_1100.001.001] [2SZ\_7000.001.303]

No.	Date/Time	Destination	Type	Times	Page	Result
00001	05/10/21 10:00	Ricky Wynn	FAX	0°00'11"	001	OK
00002	05/07/21 15:52	Beaufort Boat & Dock	FAX	0°00'25"	001	OK
*00003	05/06/21 12:09	Ricky Wynn	FAX	0°00'13"	001	OK
*00004	05/05/21 12:16	Ricky Wynn	FAX	0°00'13"	001	OK
*00005	05/05/21 12:15	Ricky Wynn	FAX	0°00'13"	001	OK
*00006	05/05/21 10:42	Beaufort Boat & Dock	FAX	0°00'25"	001	OK
*00007	05/04/21 15:12	Ricky Wynn	FAX	0°00'13"	001	OK
*00008	05/03/21 14:06	8439865405	FAX	0°00'10"	000	BUSY
*00009	05/03/21 14:08	8437857110	FAX	0°00'10"	001	OK
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*00012	04/28/21 11:23	Beaufort Boat & Dock	FAX	0°00'21"	001	OK
*00013	04/27/21 11:46	Ricky Wynn	FAX	0°00'13"	001	OK
*00014	04/27/21 11:42	Ricky Wynn	FAX	0°00'21"	002	OK
*00015	04/26/21 10:03	Ricky Wynn	FAX	0°00'16"	001	OK
*00016	04/23/21 15:30	Beaufort Boat & Dock	FAX	0°00'22"	001	OK
*00017	04/23/21 15:29	Beaufort Boat & Dock	FAX	0°00'15"	001	OK
*00018	04/22/21 12:37	Ricky Wynn	FAX	0°00'13"	001	OK
*00019	04/22/21 10:41	Ricky Wynn	FAX	0°00'17"	001	OK
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*00022	04/16/21 15:43	Beaufort Boat & Dock	FAX	0°00'39"	002	OK
*00023	04/16/21 11:31	18008809325	FAX	0°01'11"	001	OK
*00024	04/13/21 15:16	Beaufort Boat & Dock	FAX	0°00'34"	001	OK
*00025	04/13/21 13:10	Beaufort Boat & Dock	FAX	0°00'27"	001	OK
*00026	04/12/21 13:42	Ricky Wynn	FAX	0°00'11"	001	OK
*00027	04/12/21 13:19	Beaufort Boat & Dock	FAX	0°00'27"	001	OK
*00028	04/02/21 13:36	Ricky Wynn	FAX	0°00'24"	002	OK
*00029	04/01/21 14:13	Ricky Wynn	FAX	0°00'13"	001	OK
*00030	03/30/21 09:32	Ricky Wynn	FAX	0°00'12"	001	OK
*00031	03/29/21 13:29	Ricky Wynn	FAX	0°00'09"	001	OK
*00032	03/26/21 16:04	Ricky Wynn	FAX	0°00'12"	001	OK
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*00039	03/15/21 16:01	Ricky Wynn	FAX	0°00'13"	001	OK
*00040	03/15/21 13:17	Beaufort Boat & Dock	FAX	0°00'26"	001	OK
*00041	03/15/21 12:12	Ricky Wynn	FAX	0°00'11"	001	OK
*00042	03/15/21 10:44	Ricky Wynn	FAX	0°00'21"	002	OK
*00043	03/12/21 15:44	Beaufort Boat & Dock	FAX	0°00'23"	001	OK
*00044	03/09/21 10:42	Ricky Wynn	FAX	0°00'13"	001	OK
*00045	03/08/21 10:06	Beaufort Boat & Dock	FAX	0°00'28"	001	OK
*00046	03/08/21 09:40	Ricky Wynn	FAX	0°00'12"	001	OK
*00047	03/05/21 11:02	Ricky Wynn	FAX	0°00'08"	001	OK
*00048	03/04/21 10:20	Ricky Wynn	FAX	0°00'12"	001	OK
*00049	03/02/21 10:10	17709338363	FAX	0°00'58"	000	BUSY
*00050	03/02/21 09:58	17709338166	FAX	0°01'02"	000	BUSY

**CONTRACTOR'S LICENSING BOARD**

Hereby Certifies:

**O'QUINN MARINE CONSTRUCTION INC**

**95 SHEPPARD RD  
BEAUFORT SC 29907-2520**

Having given satisfactory evidence of the necessary qualifications required by laws of the State of South Carolina and is duly qualified and entitled to practice as a:

**GENERAL CONTRACTOR**

for the Classification(s) and Group Limitation\* shown below:

**Marine-MR5, Bridges-BR5, Building-BD5**

**LICENSE NUMBER:.....G94640**

**Expiration Date: .....10/31/2022**

**Initial License Date: .....01/09/1996**

**\* Group Limitations - \$Amount Per Job:**

- Group #1 - \$50,000      Group #3 - \$500,000
- Group #2 - \$200,000    Group #4 - \$1,500,000
- Group #5 - \$Unlimited



Administrator

*Qualifying Party(s) (Primary QP displays "PQ"): ROBERT D O'QUINN III (CQG.2989 PQ)*

It is at the discretion of the licensee to designate whomever they elect to pull permits and conduct business for this license.

**Beaufort County Stormwater Utility  
Proposed Budget for FY2022**

Item 19.

**Unaudited Projected Revenue**

	FY2021 Budget	FY2022 Proposed Budget
<b>Revenue</b>		
Admin SWU Fees	903,126	1,443,602
Unincorp/CWI SWU Fees	6,100,193	5,453,632
<b>Total Revenue from SWU Fees</b>	<b>7,003,319</b>	<b>6,897,234</b>
Interest	112,500	101,250
Other	11,175	20,975
<b>Reserve Utilization</b>		
Capital Improvement Fund	2,794,262	3,573,828
<b>Projected Revenue Total</b>	<b>9,921,256</b>	<b>10,593,287</b>

C/S of Management Budget (382,080),  
monitoring (\$170K) & PE/O (\$90K)  
COB - \$38,564  
ToB - \$52,658  
ToHHI - \$141,496  
ToPR - \$24,364  
Unincorp BC \$384,998  
Additional Unincorp BC \$801,522

CWI Fees - \$776,503

Interest on County investments  
allocated to SW

SW Permits & Fines

**Personnel**

SW Manager; Business Mngr; GIS/MS4 Data Mngr; Admin  
Tech - .5 FTE; Asst SW Mngr - .2 FTE  
\$100K Professional Services for litigation of delinquent SW  
fees (not included in the portion of the admin budget that is  
cost-shared with the municipalities.)

**Efforts (Expenses)**

	FY2021	FY2022
<b>Administration</b>	575,550	482,080
<b>Utility Activities</b>		
UA/Annual Maintenance	4,782,884	4,713,726
UA/Drainage Enhancement	10,000	20,000
UA/Additional Studies	-	20,000
<i>Utility Activities Subtotal</i>	<i>4,792,884</i>	<i>4,753,726</i>
<b>Regulation</b>		
UA/Control Reg	872,789	1,169,937
UA/WQ Monitoring	120,000	170,000
UA/Public Information/Outreach	95,000	90,000
<i>Regulation Subtotal</i>	<i>1,087,789</i>	<i>1,429,937</i>
<b>Capital Improvement Fund</b>		
Brewer Memorial Demo Pond	600,000	13,000
Factory Creek Phase I	327	-
Factory Creek Phase II	20,550	-
Salt Creek South	248,496	1,099,639
Shanklin Road	341,820	1,604,995
Mossy Oaks	205,000	-
Camp St. Mary	342,000	-
Evergreen	840,000	1,650
Graves/Pepper Hall	500,000	750,000
Rock Springs Creek	43,052	-
Lucy Creek (Tuxedo Park)		87,659
<i>Capital Improvement Fund Subtotal</i>	<i>3,141,245</i>	<i>3,556,943</i>
<b>Utility Operating Fund</b>		
Capital Assets	323,788	370,600
<b>Efforts Total</b>	<b>9,921,256</b>	<b>10,593,287</b>

**Personnel**

Superintendent; Admin Superintendent; (2) Foremen;  
(39) crew & support; Asst SW Mngr - .4 FTE

**Professional Services**

\$227K - Huspah Creek  
\$15K - Survey  
\$15K - Engineering Services  
\$5K - Wetland delineation

**Non-Professional Services**

\$350K - Tree Removal (Lake Linden, Royal Pines, &  
Palmetto Ridge), Bluffton Flyover construction, and  
contingency

**Other**

\$188K - Interest on bond  
\$50K - Legal services for easements & land  
acquisition

Contingency

Contingency

**Personnel**

(4) Inspectors (SW Plan Reviewer/Inspector- not  
funded in FY22); (2) Infrastruc Inspec Tech; Admin  
Tech- .5 FTE; Asst SW Mngr - .4 FTE

**Professional Services**

\$500K - MS4 Consultant

\$170K - USCB Lab

\$90K - Carolina Clear

Closeout process

ROW acquisition and construction

ROW acquisition and construction

Removed from CIP list

Finalize grant requirements

County share for design & construction per the JDA

Removed from CIP list

Bathymetry & Permitting

**Regulatory**

\$33.6K - SUV for Asst SW Mngr  
\$100K - WQ Monitoring (Insitu) Equip

**Infrastructure**

\$121K - Lowboy Tractor  
\$88K - Lowboy Trailer  
\$28K - Flatbed Trailer



# Non-Competitive Purchases Form



This form shall be completed for any non-competitive purchase that is not exempt.

(a) A County contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification of each contract file.

(b) Sole source procurement of a used item from the open market may only be considered, provided that:

(1) The using agency recommends purchase; (2) condition of the item is verified by appropriate County official; and (3) price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

Code 1982 SS 12-19 Sec. 2-518 Sole source procurement

The County Council may by resolution, exempt specific supplies or services from the purchasing procedures required in the Code. The following supplies and services shall be exempt from the purchasing procedures required in this division; however, the Purchasing Director for just cause may limit or withdraw any exemption provided for in this section. (1) Works of art for museum and public display (2) Published books, library books, maps, periodicals, technical pamphlets (3) Copyrighted educational films, filmstrips, slides and transparencies (4) Postage stamps and postal fees (5) Professional dues, membership fees and seminar registration fees (6) Medicine and drugs (7) Utilities including gas, electric, water and sewer (8) Advertisements in professional publications or newspapers (9) Fresh fruit, vegetables, meats, fish, milk, bread and eggs (10) Oil company credit cards (11) Articles for commercial sale by all governmental bodies

Code 1982 SS 12-14 Ord. No. 2000-1 S 1, 1-1-0-2000 Sec. 2-514 Exemption from procedures

Notwithstanding any other section of this division, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of county government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.

Code 1982 SS 12-20 Sec. 2-519 Emergency procurements

Requesting Department: Stormwater Requested Account Code: 50250013-51160

Department Head Email: nilesh.desai@bcgov.net

Description of Requested Services:

In the County's mission to protect our water resources, the County has contracted with the University of South Carolina Beaufort

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:

The yearly lab fee consists of staff funding, lab funding, equipment repair and purchases, as well as all the water quality sam

Cost of Requested Services: \$170,000.00

Requested Vendor Name: University Of South Carolina Beaufort

Requested Vendor Address: 901 Sumter St Columbia SC 29208

Requested Vendor Phone Number: 843-521-4148 Requested Vendor Email Address: dwarren@uscb.edu

Type of Service Requested (Please check one) Construction  Service  Supply/Good

Please attach any documentation provided by the vendor that provides back up for the claims in this document.

Attachments:



USCB Sole Source Attachements.docx  
21.3 KB



No file attached



No file attached

Please select a reason below as to why this is a non-competitive purchase and provide a brief explanation.

It is not possible to obtain competition. There is only one source available for the supply, service, or construction item.

The procurement is for a used item from the open market. The item may only be considered if, (1) the us agency recommends purchase, (2) condition of the item is verified by appropriate County official, (3) Price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:

Standardization

Warranty

Other, if selected please specify below.

Requesting to continue water quality monitoring efforts with USCB, which is cost shared with the Town of Port ...

An emergency exists that threatens the functioning of County government.

An emergency exists that threatens the preservation or protection of County property.

**What steps have been taken to verify that these features are not available elsewhere?**

Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County-attach additional pages as necessary):

\_\_\_\_\_

Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):

\_\_\_\_\_

Form Completed By:  kherrera

Date: 5/24/2021

**\*\*\* Department Head Section \*\*\***

Department Head Signature:  nilesh.desai

Date: 6/4/2021

**\*\*\* Purchasing Review Section \*\*\***

Date Received in Purchasing Department: 6/4/2021

Reviewed by Purchasing Department for completeness

Date: 6/4/2021

Reviewed by: dthomas

Verified that this is the only source: Yes  No

Comments:

Purchasing Director Signature: Approve  Disapprove  dthomas 6/4/2021 11:37:32 AM  
Date / Time

Associated Purchase Orders Number: \_\_\_\_\_

Associated Contract Number: \_\_\_\_\_

**\*\*\* Purchasing Completion Section \*\*\***

Process Complete:  victoria.moyer Date: 6/4/2021  
11:39:12 AM

Submitted: 5/24/2021



Item 19.

Sponsored Awards Management

April 27, 2016

Gary Kubic  
County Administrator  
Beaufort County  
P.O. Drawer 1228  
Beaufort, SC 29901

Dear Mr. Kubic:

Enclosed are two copies of the partially-executed Memorandum of Understanding between the University of South Carolina Beaufort and Beaufort County for Water Quality Monitoring Services. After signature, please mail one copy to our address: Sponsored Awards Management, Attn: Rebecca Wessinger, 1600 Hampton Street, Columbia, SC 29208 (you may also email a copy if you prefer to my email below).

Please feel free to contact me at (803) 576-5554 or via e-mail at [Rineharr@mailbox.sc.edu](mailto:Rineharr@mailbox.sc.edu) for additional information.

Sincerely,

Rebecca Wessinger  
Sponsored Program Administrator  
University of South Carolina

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF BEAUFORT )

**MEMORANDUM OF UNDERSTANDING**

Final, March 18, 2016

This Memorandum of Understanding (the "Memorandum") is entered into by and between Beaufort County (hereinafter referred to as the "County") and the University of South Carolina Beaufort (hereinafter referred to as "USCB") regarding Water Quality Monitoring Services (hereinafter referred to as "monitoring services.")

**WHEREAS**, USCB operates and manages a laboratory dedicated to assessing the water quality of the Lowcountry; and

**WHEREAS**, the County, in pursuit of its mission to protect our water resources and implement monitoring recommended by the Stormwater Management Plan and restoration initiatives, recognized the inherent value in USCB's offer to partner with the County and provide monitoring services; and

**WHEREAS**, the County may enter into additional Memoranda of Understanding with other government bodies and that services provided by USCB may be to the benefit of those other government bodies and funded by the County via this MOU, and

**WHEREAS**, the original agreement entered into July 23, 2013 requires updating to properly reflect changing monitoring needs by the County and changing water quality monitoring capabilities by USCB; and

**WHEREAS**, the County and USCB, in order to efficiently analyze and monitor the water quality of the Lowcountry, hereby agree to the following terms and conditions;

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the County and USCB, the parties hereto agree as follows:

**1. Governing Document**

It is the intent of the parties that this Memorandum shall supersede any other agreements entered between the County and USCB regarding monitoring services.

**2. USCB**

a. USCB shall continue to work to attain SC DHEC certification for all certifiable analyses reflected in the assay list herein (see Attachment 1, page 7). In the event SC DHEC certification for a water quality parameter(s) is not obtained by the time the County is required to be MS4 compliant, USCB shall be responsible to utilize a SC certified laboratory to conduct the analysis.

b. USCB shall continue to operate and manage a laboratory able to receive and analyze the County's samples during normal hours of operation of 8:00 AM to 4:00 PM, Monday

through Friday. If extenuating circumstances occur that require certain services, such as sample receipt, outside of normal operating hours, the County should inform Laboratory personnel in advance so that accommodations can be made. Samples requiring analysis for BOD5, Chlorophyll-a and/or microbiology, must be received by the Laboratory no later than noon on Thursday.

- c. All analytical results will be reported within 30 days of sample receipt. A preliminary report of completed results prior to 30 days can be issued to the County in the event of illicit discharge tracking, time sensitive projects, or when requested by the County and agreed upon by both parties. Analytical results for microbiological parameters are typically available 48 hours after sample receipt and can be conveyed to the County thereafter. Analytical results will be conveyed to the County via email, unless otherwise requested. Additional costs may be incurred for customized reporting and/or data interpretation.
- d. USCB laboratory staff will make a good faith effort to be responsive to unforeseen water quality needs as they arise.
- e. USCB will separately track monitoring services provided North and South of the Broad River and provide the County's accounting office with summary reports separating such services accordingly.
- f. USCB will submit to the County a summary of all monitoring activity conducted on its behalf, as well as related expenses, on January 1<sup>st</sup> and July 1<sup>st</sup> each year.
- g. USCB may provide laboratory services to entities other than the County, with just compensation for said services, provided doing so does not interfere with its monitoring responsibilities to the County.

### **3. The County**

- a. The County shall issue an annual purchase order for \$120,000 to USCB for sampling and analytical services and other tasks as described in Attachment 1. Payments of \$60,000 will be made bi-annually by the County on January 1<sup>st</sup> and July 1<sup>st</sup> each year.
- b. Any funds in excess of those required for the County's services will be spent at the discretion of USCB laboratory staff on local water quality projects, laboratory operations including obtaining and maintaining State certifications, and equipment upgrades, replacements, and service contracts.
- c. Prior to any sampling and analysis by USCB, an "Analytical Water Quality Service Request" form (see Attachment 2) must be completed to ensure a mutual understanding of

requested services. Any modification to the requested services will require the completion of a new "Analytical Water Quality Service Request" form.

#### **4. General Requirements of the Agreement**

- a. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the County and USCB other than that which is expressly stated herein. The County is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of USCB and the methods utilized by USCB in fulfilling its obligations hereunder shall lie solely and exclusively with USCB, and its agents and employees shall not be considered agents or employees of the County for any purpose. No person employed by USCB shall have any benefits, status, or right of employment with the County.
- b. This Agreement shall not be modified unless such modification is made by mutual consent of both parties at any time in writing and signed by both the County and USCB.
- c. USCB may not assign this Agreement to another organization without the prior written approval of the County.

#### **5. Default Remedies**

In the event USCB does not remedy such conditions that have been found in violation of this Agreement with 30 days after written notice to do so is given by the County, or if insufficient progress is being made toward the remedy within those 30 days, the County may use a portion, or all, of the allocated funds to remedy the conditions.

#### **6. Term**

The term of this Memorandum of Understanding shall be from the date of execution for five (5) years. The Memorandum will be reviewed by the County and USCB annually to determine funding availability for the upcoming year, as well as changes to the "Scope of Services" (see Attachment 1).

#### **7. Termination for Convenience**

- a. In addition to any other rights to termination set forth in this Memorandum, in the event both parties mutually agree to terminate this Agreement prior to the expiration of the Term, the County shall be entitled to a pro-rata refund of the money set out in Paragraph 3a above.

- b. The County shall have the right to terminate this Agreement for convenience upon 60 days written notice to USCB. In the event the County terminates this Agreement for convenience, the County shall pay the Laboratory for services performed.

IN WITNESS WHEREOF, the parties hereto have affixed their signature hereto the date first written hereinabove.

**COUNTY OF BEAUFORT**

By  \_\_\_\_\_  
 Gary Kubic  
 County Administrator

Date 05-04-2016

Address:  
 Beaufort County  
 PO Drawer 1228  
 Beaufort, SC 29901

**UNIVERSITY OF SOUTH CAROLINA  
 BEAUFORT**

By  \_\_\_\_\_  
 Thomas A. Coggins  
 Director, Sponsored Awards Management

Date 4/27/16

Address:  
 Sponsored Awards Management  
 901 Sumter Street, 5<sup>th</sup> Floor  
 Columbia, SC 29208

**Attachment 1****SCOPE OF SERVICES**

The Scope of Services in the MOU between Beaufort County and USCB includes those activities specified in sections A and B below.

**A. Sampling and Analysis Services**

1. Field collection, *in situ* analysis, and laboratory-based analysis of water samples at locations and frequencies agreed upon by both parties and as reflected in the “Analytical Water Quality Service Request” form.
2. USCB shall be responsible for maintenance and repair of analytical equipment, purchasing laboratory supplies, and supplying qualified personnel to provide sampling and analytical services.

**B. Stormwater Meeting Attendance, Input Into Monitoring Plan, and Annual Report Generation**

1. USCB Laboratory staff shall attend monthly stormwater coordination meetings in person or via conference call, as workload allows.
2. USCB Laboratory staff shall participate in the development and routine update of the County’s water quality monitoring plan.
3. USCB Laboratory staff shall provide an annual report comprised of cumulative analytical water quality data spanning a 12-month period. The report will provide analytical review and conclusions on the effectiveness of the County’s monitoring program, as well as offer advice on modifications to the plan. The report is to be presented to the County within 60 days following the end of each 12-month monitoring period.

**C. List of USCB Water Quality Laboratory Assays**

1. A comprehensive list of assays currently conducted by the USCB laboratory is shown below. Should the County request an assay not among those in USCB’s list of assays, USCB will attempt to find a laboratory capable of such analysis or at its discretion, develop the capability to perform the assay through the purchase of additional equipment and supplies and receipt of additional training, as needed. Both parties will evaluate each request beyond current laboratory capability and together, determine which party will be responsible for funding. The funding mechanism will be mutually

agreed upon and may come from the original funding supplied by the County (see paragraph 3a of the Agreement), additional County funds, or a combination of the two.

**D. Laboratory Contacts:**

<u>Title</u>	<u>Name</u>	<u>Contact</u>
Laboratory Director:	Dr. Alan Warren	Office: 843-208-8338 Mobile: 843-812-3887
Laboratory Manager:	Danielle Mickel	Office: 843-208-8193 ( WQL) Mobile: 843-298-1612
Water Quality Analyst:	Michael Monday	Office: 843-208-8193 (WQL) Mobile: 843-263-7952

<b>USCB Water Quality Laboratory Assays (effective February 2016)</b>
<b>IN-SITU PARAMETERS</b>
Ambient Air and Water Temperature, Turbidity, pH, Dissolved Oxygen, Salinity, Conductivity, Depth
<b>INORGANIC-NUTRIENTS</b>
Ammonia Nitrogen (NH <sub>3</sub> )
Total Kjeldahl Nitrogen (TKN)
Nitrate plus Nitrite Nitrogen (NO <sub>x</sub> )
Total Nitrogen (TN)
Total Phosphorus (TP)
<b>METALS</b>
Cadmium
Chromium
Copper
Iron
Lead
Manganese
Mercury
Nickel
Zinc
<b>INORGANIC-DEMAND</b>
Total Organic Carbon (TOC)
Biochemical Oxygen Demand (BOD <sub>5</sub> )
<b>INORGANIC-RESIDUE</b>
Total Suspended Solids
<b>BIOLOGICAL</b>
Chlorophyll- <i>a</i>
<b>MICROBIOLOGICAL</b>
Total Coliform + <i>E. coli</i>
Fecal Coliform
Enterococcus





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of Award– Non-Competitive Contract with University Of South Carolina Beaufort (USCB) Water Quality Lab (\$170,000.00)
<b>MEETING NAME AND DATE:</b>
Public Facilities – June 21 <sup>st</sup> , 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACE – Engineering Neil Desai, P.E - Public Works Director ( <i>Alternate</i> ) (5 min)
<b>ITEM BACKGROUND:</b>
June 2013 – County and USCB entered MOU contracting water quality lab services June 2016 – County and USCB renewed MOU April 2021 – All Cost Sharing Municipalities provided Management Budget concurrence letters June 9th, 2021 – Presented at the Stormwater Utility Board Meeting Utilizing the local USCB lab allows for the needed time to sample and test within restrictions. While there are other labs located in Savannah and Charleston for testing, those locations add an additional 3+ hours drive time thus allowing a very small window to collect (there are specific hold times on samples to be turned into a qualified lab). Beaufort County Stormwater Department has been contracted with USCB since 2013 and the County has funded all purchases of lab equipment.
<b>PROJECT / ITEM NARRATIVE:</b>
In the County’s mission to protect our water resources, the County has contracted with the University of South Carolina Beaufort (USCB) since 2013. The County would like to continue its water quality efforts with the Water Quality Lab at USCB. The current contract expires at the end of June. This contract also supports work done within the City of Beaufort and the Town of Port Royal limits, which is cost shared through Stormwater Utility Fees. Cost share concurrence letters from both municipalities have been obtained.
<b>FISCAL IMPACT:</b>
USCB requires \$170,000.00 to provide annual services, which includes staff funding, equipment repair and purchase, sample analysis, and other costs associated with running the Water Quality Lab.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the Non-Competitive Contract award to USCB.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve recommendation of Non-Competitive Contract award to USCB for \$170,000.00 Motion to deny recommendation of Non-Competitive Contract award to USCB for \$170,000.00 <i>(Next Step – Upon approval, send to County Council for First Reading)</i>





- d. USCB shall receive and analyze the County's regularly scheduled samples, as well as special wet weather event project samples, as agreed upon between the parties.
- e. For the purposes of sample delivery and analysis, USCB shall provide 24-hour access to the Laboratory to authorized personnel, including designated County staff, provide such personnel are accompanied by a USCB employee.
- e. USCB will give the County 60 days notification of the expected date of achieving capacity to supply full monitoring services so that the County can transfer services to USCB.
- f. USCB will track monitoring services separately for North (County has additional partners) and South of the Broad River.

### 3. The County

- a. The County shall, after notification of analytical equipment acquisition by USCB, issue an annual purchase order for \$90,000 to USCB for the Monitoring services outlined in Attachment 1. Payments will be made bi-annually in the amount of \$45,000, beginning immediately after analytical equipment acquisition but no more than two months before transfer of monitoring services.  
In the event the amount from the previous year's has not been fully expended by USCB, the subsequent year's disbursement by the County shall be credited that amount. Under no circumstances shall the total fiscal year disbursement exceed \$100,000 unless the Agreement is modified per Paragraph 4.b below.
- b. ~~The County shall also commit to a \$15,000 annual purchase order to assist with ongoing sample collection and processing of scheduled bacterial monitoring.~~
- c. The County shall provide staff to assist with sample collection and processing of the scheduled bacterial monitoring but not for wet event monitoring.



### 4. General Requirements of the Agreement

- a. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the County and USCB other than that which is expressly stated herein. The County is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and

employees of USCB and the methods utilized by USCB in fulfilling its obligations hereunder shall lie solely and exclusively with USCB, and its agents and employees shall not be considered agents or employees of the County for any purpose. No person employed by USCB shall have any benefits, status, or right of employment with the County.

- b. This Agreement shall not be modified unless such modification is made by mutual consent of both parties at any time in writing and signed by both the County and USCB.
- c. USCB may not assign this Agreement to another organization without the prior written approval of the County.

**5. Default Remedies**

In the event USCB does not remedy such conditions that have been found in violation of this Agreement with 30 days after written notice to do so is given by the County, or if insufficient progress is being made toward the remedy within those 30 days, the County may use a portion, or all, of the allocated funds to remedy the conditions.

**6. Term**

The term of this Memorandum of Understanding shall be from the date of execution for three (3) years. The Memorandum will be reviewed by the County and USCB annually.

**7. Termination for Convenience**

- a. In addition to any other rights to termination set forth in this Memorandum, in the event both parties mutually agree to terminate this Agreement prior to the expiration of the Term, the County shall be entitled to a pro-rata refund of the money set out in Paragraph 3 above.
- b. The County shall have the right to terminate this Agreement for convenience upon 60 days written notice to USCB. In the event the County terminates this Agreement for convenience, the County shall pay the Laboratory for services ~~received.~~ performed.



IN WITNESS WHEREOF, the parties hereto have affixed their signature hereto the date first written hereinabove.

COUNTY OF BEAUFORT

UNIVERSITY OF SOUTH CAROLINA

By   
Gary Kubic  
County Administrator

By   
Thomas A. Coggins  
Director  
Sponsored Awards Management

Date 7/24/2013

Date 2/18/13

Address:  
Beaufort County  
PO Drawer 1228  
Beaufort, SC 29901

Address:  
Sponsored Awards Management  
901 Sumter Street, 5<sup>th</sup> Floor  
Columbia, SC 29208

**Attachment 1: Scope of Services**

## SCOPE OF SERVICES

## ATTACHMENT 1

The Scope of Services included in the MOU between the Beaufort County and USCB are as follows:

### A. Weekly Bacterial Monitoring

- a. Up to 550 samples at current price of \$30 per sample
- b. Water Quality Analyst's salary costs for sample collection assistance

### B. Costs associated with Other Monitoring Services, when Transferred

- a. Up to 12 wet weather sampling events a year
- b. Up to 13 stations sampled
- c. Samples collected would be analyzed for 25 parameters listed below:
  - i. Ammonia-nitrogen (NH<sub>3</sub>)
  - ii. Biochemical Oxygen Demand (BOD<sub>5</sub>)
  - iii. Cadmium (total)
  - iv. Chlorophyll-a
  - v. Chromium (total)
  - vi. Conductivity
  - vii. Copper (total)
  - viii. Dissolved Oxygen (DO)
  - ix. Fecal Coliform
  - x. Iron (total)
  - xi. Lead (total)
  - xii. Manganese (total)
  - xiii. Mercury (total)
  - xiv. Nickel (total)
  - xv. Nitrate
  - xvi. Nitrite
  - xvii. pH
  - xviii. Phosphorus (total)
  - xix. Salinity
  - xx. Temperature
  - xxi. Total Kheldahl Nitrogen (TKN)
  - xxii. Total Organic Carbon (TOC)

- xxiii. Total Suspended Solids (TSS)
  - xxiv. Turbidity
  - xxv. Zinc (total)
  - d. USCB staff would attend monitoring coordination meetings, and Stormwater Utility meetings as appropriate.
  - e. USCB staff would be engaged in data reduction, data interpretation, and data reporting. Annual reports will be prepared
- C. USCB staff would provide input into County's future water quality monitoring strategy and be responsive to unforeseen water quality needs that may occur.

**Service Agreement between Beaufort County South Carolina and University of South Carolina – Beaufort for Water Quality Monitoring Services**

**1. Governing Document**

It is the intent of the parties that this contract shall supersede any other agreements entered between the County and USCB regarding monitoring services.

**2. USCB**

- a. USCB shall be responsible to utilize a SC certified laboratory to conduct the required analyzes if the USCB Water Quality Laboratory does not currently hold SC DHEC certification for that parameter (s).
- b. USCB shall continue to operate and manage a laboratory able to receive and analyze the County's samples during normal hours of operation of 8:00 AM to 4:00 PM, Monday through Friday. If extenuating circumstances occur that require certain services, such as sample receipt, outside of normal operating hours, the County should inform Laboratory personnel in advance so that accommodations can be made. Samples requiring analysis for BOD5, Chlorophyll-a and/or microbiology, must be received by the Laboratory no later than noon on Thursday.
- c. All analytical results will be reported within 30 days of sample receipt. A preliminary report of completed results prior to 30 days can be issued to the County in the event of illicit discharge tracking, time sensitive projects, or when requested by the County and agreed upon by both parties. Analytical results for microbiological parameters are typically available 48 hours after sample receipt and can be conveyed to the County thereafter. Analytical results will be conveyed to the County via email, unless otherwise requested. Additional costs may be incurred for customized reporting and/or data interpretation.
- d. USCB laboratory staff will make a good faith effort to be responsive to unforeseen water quality needs as they arise.
- e. USCB will separately track monitoring services provided North of the Broad River to the City of Beaufort and the Town of Port Royal and provide the County's accounting office with summary reports separating such services accordingly.
- f. USCB will submit to the County a summary of all monitoring activity conducted on its behalf, as well as related expenses, on January 1<sup>st</sup> and July 1<sup>st</sup> each year.

- g. USCB may provide laboratory services to entities other than the County, with just compensation for said services, provided doing so does not interfere with its monitoring responsibilities to the County.

### **3. The County**

- a. The County shall issue an annual purchase order for \$170,000 to USCB for sampling and analytical services and other tasks as described in Attachment 1. Payments of \$85,000 will be made bi-annually by the County on January 1<sup>st</sup> and July 1<sup>st</sup> each year.
- b. Any funds in excess of those required for the County's services will be spent at the discretion of USCB laboratory staff on local water quality projects, laboratory operations including obtaining and maintaining State certifications, and equipment upgrades, replacements, and service contracts.
- c. Prior to any sampling and analysis by USCB, an "Analytical Water Quality Service Request" form (see attachment 2) must be completed to ensure a mutual understanding of requested services. Any modification to the requested services will require the completion of a new "Analytical Water Quality Service Request" form.

### **4. General Requirements of the Agreement**

- a. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the County and USCB other than that which is expressly stated herein. The County is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of USCB and the methods utilized by USCB in fulfilling its obligations hereunder shall lie solely and exclusively with USCB, and its agents and employees shall not be considered agents or employees of the County for any purpose. No person employed by USCB shall have any benefits, status, or right of employment with the County.
- b. This Agreement shall not be modified unless such modification is made by mutual consent of both parties at any time in writing and signed by both the County and USCB.

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**5. Default Remedies**

In the event USCB does not remedy such conditions that have been found in violation of this Agreement with 30 days after written notice to do so is given by the County, or if insufficient progress is being made toward the remedy within those 30 days, the County may use a portion, or all, of the allocated funds to remedy the conditions.

**6. Term**

The term of this contract shall be from the date of execution for one (1) years. The Contract will be reviewed by the County and USCB annually to determine funding availability for the upcoming year, as well as changes to the “Scope of Services” (see attachment 1).

**7. Termination for Convenience**

- a. In addition to any other rights to termination set forth in this Contract, in the event both parties mutually agree to terminate this Agreement prior to the expiration of the Term, the County shall be entitled to a pro-rata refund of the money set out in Paragraph 3a above.
- b. The County shall have the right to terminate this Agreement for convenience upon 60 days written notice to USCB. In the event the County terminates this Agreement for convenience, the County shall pay the Laboratory for services performed.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signature hereto the date first written hereinabove.

**COUNTY OF BEAUFORT**

**UNIVERSITY OF SOUTH CAROLINA**

By \_\_\_\_\_

By \_\_\_\_\_

Eric Greenway  
Interim County Administrator

Naida Reid Williamson  
Director, Sponsored Awards Management

Date \_\_\_\_\_

Date \_\_\_\_\_

Address:  
Beaufort County  
PO Drawer 1228  
Beaufort, SC 29901

Address:  
Sponsored Awards Management  
901 Sumter Street, 5<sup>th</sup> Floor  
Columbia, SC 29208

## Attachment 2

### **SCOPE OF SERVICES**

The Scope of Services in the Contract between Beaufort County and USCB includes those activities specified in sections A and B below.

#### **A. Sampling and Analysis Services**

1. Field collection, *in situ* analysis, and laboratory-based analysis of water samples at locations and frequencies agreed upon by both parties and as reflected in the “Analytical Water Quality Service Request” form.
2. USCB shall be responsible for maintenance and repair of analytical equipment, purchasing laboratory supplies, and supplying qualified personnel to provide sampling and analytical services.

#### **B. Stormwater Meeting Attendance, Input Into Monitoring Plan, and Annual Report Generation**

1. USCB Laboratory staff shall attend monthly stormwater coordination meetings in person or via conference call, as workload allows.
2. USCB Laboratory staff shall participate in the development and routine updates of the County’s water quality monitoring plan.

#### **C. USCB Water Quality Laboratory Assays**

1. A comprehensive list of assays currently conducted by the USCB laboratory is shown below. Should the County request an assay not among those in USCB’s list of assays, USCB will attempt to find a laboratory capable of such analysis or at its discretion, develop the capability to perform the assay through the purchase of additional equipment and supplies and receipt of additional training, as needed. Both parties will evaluate each request beyond current laboratory capability and together, determine which party will be responsible for funding. The funding mechanism will be mutually agreed upon and may come from the original funding supplied by the County (see paragraph 3a of the Agreement), additional County funds, or a combination of the two.

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<b><u>Title</u></b>	<b><u>Name</u></b>	<b><u>Contact</u></b>
Laboratory Director:	Dr. Alan Warren	Office: 843-208-8338 Mobile: 843-812-3887
Laboratory Manager:	Danielle Mickel	Office: 843-208-8193 ( WQL) Mobile: 843-298-1612
Water Quality Analyst:	Hamp Simkins	Office: 843-208-8193 (WQL) Mobile: 843-252-1616

<b>USCB Water Quality Laboratory Assays (effective February 2016)</b>
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Chromium
Copper
Iron
Lead
Manganese
Mercury
Nickel
Zinc
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Total Suspended Solids
<b>BIOLOGICAL</b>
Chlorophyll- <i>a</i>
<b>MICROBIOLOGICAL</b>
Total Coliform + <i>E. coli</i>
Fecal Coliform
Enterococcus

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**COUNTY OF BEAUFORT**

**UNIVERSITY OF SOUTH CAROLINA**

By \_\_\_\_\_

By **Nida Reid-Williamson,**  Digitally signed by Nida Reid-Williamson,  
Date: 2021.05.28 11:31:44 -04'00'

Eric Greenway  
Interim County Administrator  
Management

Nida Reid Williamson  
Associate Director, Sponsored Awards

Date \_\_\_\_\_

Date 5/28/21 \_\_\_\_\_

Address:  
Beaufort County PO Drawer 1228 Beaufort, SC 29901

Address:

University of South Carolina  
Sponsored Awards Management  
1600 Hampton Street, Suite 414  
Columbia, SC 29208

## **Attachment 2**

### **SCOPE OF SERVICES**

The Scope of Services in the Contract between Beaufort County and USCB includes those activities specified in sections A and B below.

#### **A. Sampling and Analysis Services**

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**2. Laboratory Contacts:**

<u><b>Title</b></u>	<u><b>Name</b></u>	<u><b>Contact</b></u>
Laboratory Director:	Dr. Alan Warren	Office: 843-208-8338 Mobile: 843-812-3887
Laboratory Manager:	Danielle Mickel	Office: 843-208-8193 ( WQL) Mobile: 843-298-1612
Water Quality Analyst:	Hamp Simkins	Office: 843-208-8193 (WQL) Mobile: 843-252-1616

<b>USCB Water Quality Laboratory Assays (effective February 2016)</b>
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Total Kjeldahl Nitrogen (TKN)
Nitrate plus Nitrite Nitrogen (NO <sub>x</sub> )
Total Nitrogen (TN)
Total Phosphorus (TP)
<b>METALS</b>
Cadmium
Chromium
Copper
Iron
Lead
Manganese
Mercury
Nickel
Zinc
<b>INORGANIC-DEMAND</b>
Total Organic Carbon (TOC)
Biochemical Oxygen Demand (BOD <sub>5</sub> )
<b>INORGANIC-RESIDUE</b>
Total Suspended Solids
<b>BIOLOGICAL</b>
Chlorophyll- <i>a</i>
<b>MICROBIOLOGICAL</b>
Total Coliform + <i>E. coli</i>
Fecal Coliform
Enterococcus



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of Award IFB#051121E Battery Creek Pool Resurfacing
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee -June 21, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator - Engineering (2 Minutes)
<b>ITEM BACKGROUND:</b>
On May 11, 2021, Beaufort County Capital Projects published a solicitation for resurfacing of the Battery Creek High School Pool. On March 11 <sup>th</sup> one bid was received: <ol style="list-style-type: none"><li>1. Anderson Pool Company      \$ 59,000.00</li></ol> Anderson Pool's bid has been reviewed and is deemed responsive. Additionally, they have completed two Beaufort County pool projects and is currently under contract to resurface the Bluffton pool.
<b>PROJECT / ITEM NARRATIVE:</b>
The Battery Creek Pool Resurfacing scope of work includes draining the pool, identifying and repairing delaminated surfaces, and resurfacing with quartz plaster, refilling and balancing water in preparation for use. The work shall include permits, fees, and DHEC approval documents for the work.
<b>FISCAL IMPACT:</b>
Andersen Pool Plastering, Inc. bid is a total of \$59,000 to complete the Battery Creek Pool Resurfacing. With a 15% contingency of \$8,850.00, the total cost of the project is \$67,850.00. The funding source for this project is 2019A GO Bond with a current balance of \$475,800.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends awarding IFB#051121E Battery Creek Pool Resurfacing to Andersen Pool Plastering, Inc.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the recommendation of award for IFB#051121E Battery Creek Pool Resurfacing to Andersen Pool Plastering, Inc.
<i>The contract amount is less than \$100,000, therefore; does not need to be forwarded to Council.</i>

**PRELIMINARY BID TABULATION**  
PURCHASING DEPARTMENT



<b>Project Name:</b>	Battery Creek Pool Resurfacing
<b>Project Number:</b>	IFB 051121E
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	11-Mar-21
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Anderson Pool and Plastering	X	X	No Addenda	X	Self Performing	X Self Performing	\$ 59,000.00

*Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.*

\_\_\_\_\_  
Bid Administrator Signature

*Victoria Moyer*  
\_\_\_\_\_  
Bid Recorder

IFB # 051121E

**BID FORM**

**THIS BID SUBMITTED TO:** Beaufort County Capital Projects Department

**TITLE OF WORK:** Battery Creek Pool Re-Surfacing

**LOCATION OF WORK:** 1 Blue Dolphin Dr, Beaufort, SC 29906

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

**Start and Completion of Work**

The Bidder further proposes and agrees hereby to promptly commence the Work **with adequate force and equipment within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision. **Contractor shall complete all work within 45 Days.**

Bidder acknowledges receipt of the following addenda:

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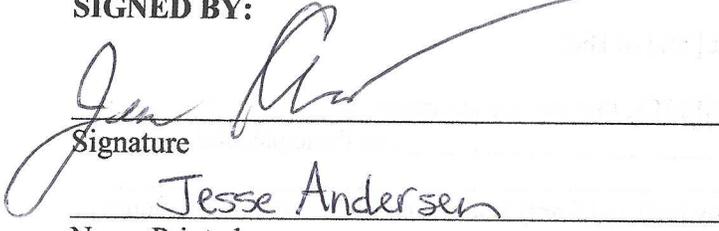
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5. In accordance with the Agreement, damages for delay are **\$200.00 per calendar day**.
6. In accordance with Paragraph 5.1 of the Agreement, progress payments will be made less retainage in an amount equal to ten percent (10%).

**SIGNED BY:**

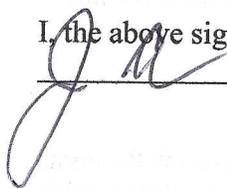
  
Signature

Jesse Andersen  
Name Printed

Title: President Date: 5-8-21

Email address: mel\_app@yahoo.com

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.

 (Initial)

IFB # 051121E

**CERTIFICATION BY CONTRACTOR**

Regarding

**NON-SEGREGATED FACILITIES**

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

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

Andersen Pool Plastering Inc.  
Contractor

Jesse Andersen  
(Signature)

Jesse Andersen  
Name and Title of Signer

5-8-21  
Date

IFB # 051121E

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of South Carolina )

County of Beaufort ) ss.

Aida Smalley being first duly sworn,  
deposes and says that:

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

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

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

(3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of another Bidder, or to fix any overhead, profit or cost element of the bid price or the Bid of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Beaufort County or any person interested in the proposed Contract; and,

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representative, owners, employees, or parties in interest, including this affiant.

Name Jesse Andersen  
Title President

Subscribed and Sworn to before me this

8<sup>th</sup> day of May, 20 21.

Aida Smalley (SEAL)

Notary Public Title

My commission expires: 05-24-21



X

Name, address, and phone number of sole-proprietor: Jesse Andersen

120 Meadow Dr Bluffton SC 29910

Years in business: 46 total

B.5 Have you ever operated under another name? Yes \_\_\_\_\_ No X

If yes,

All other business names and addresses of principal placed of business for each business.

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

Number of years in business under each name:

\_\_\_\_\_

Contractor's license number in each state in which a business was operated.

SC G104426

**C. BONDING**

C.1 Bonding Agent: American Surety

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

Address: 15814 Lower Lake Dr. Cypress, Texas 77433

Telephone Number (including area code): (281) 256-3830

Contact Person: Tim Kirk

C.2 Bonding Company: American Contractors Indemnity Company

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

Address: 801 S. Figueroa St. Suite 700 Los Angeles, CA 90017

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

Contact Person: Tim Kirk Jeremy Crawford

Best's Key Rating of bonding company: At rating

C.3 Number of years this bonding company has acted as surety for you: One

C.4 Bonding Capacity: Maximum single job size: 200,000

Total bonding limit: 400,000

C.5 Do you intend to use any alternative form of security? No

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

Form of Security: \_\_\_\_\_

Bank or Savings & Loan: \_\_\_\_\_

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

Address & Phone No.: \_\_\_\_\_

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

Yes \_\_\_\_\_ No X

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

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

Yes \_\_\_\_\_ No X

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

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

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

and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.

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

2018 - 1.27 , 2019 - 1.19 , 2020 - .97

**E. References**

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

Architects/Engineers: N/A

Major Subcontractors: Aqua Blue Pool - Paul Langley (843) 834-5021  
SCP - Savannah Ga. Daniel Brazell (912) 965-0274

Financial Institutions: Wells Fargo - Bluffton, SC (843) 706-3989

**LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT**

**SECTION 2.537.1**

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

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

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

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

The undersigned hereby attests that the criteria of the “RESIDENT VENDOR PREFERENCE, SECTION 2.537.1” are met for the purposes of bid document IFB# 051121E, dated 5/7/21.

Company Name: Andersen Pool Plastering Principal Name: Jesse Andersen

Company Address: 120 Meadow Dr  
Bluffton, SC 29910

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

Beaufort County Business License/Classification: 2300

Tax Obligation Current: Yes

Signature of Principal/Date: Jesse Andersen 5/8/21

Witness/Date: Melanie Andersen 5/8/21

SELF-PERFORMANCE AFFIDAVIT

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

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

Project Name: Battery Creek Pool Resurfacing  
Bid/Proposal Number: IFB#051121E

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

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

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

Andersen Pool Plastering Inc.  
Name of Company

Jesse Andersen  
Authorized Representative Name

Jesse Andersen  
Signature

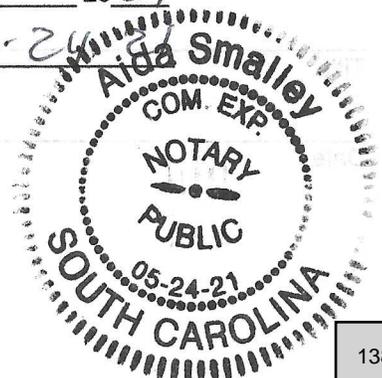
President/owner  
Title

5-8-21  
Date

State of South Carolina County of Beaufort

Subscribed and sworn to before me this 8<sup>th</sup> day of May 2021

Notary Public Aida Smalley My Commission Expires: 05-24-21



X

### SCHEDULE OF VALUES

**Battery Creek Pool Resurfacing**  
**IFB #051121E**

Item No.	Description of Work	Scheduled Value
1	P & P Bond	\$ 2950
2	General Conditions	\$ 500
3	Permitting & Fees	\$ 1000
4	Mobilization/Demobilization	\$ 300
5	Dewater Pool, Prep Fixtures Fittings, & Tile Edges	\$ 2750
6	Sound Pool for Delamination, Remove and Repair All Delaminated Areas (Assume 20% Delamination). Pressure Wash and Prepare for new work.	\$ 18,450
7	Apply Bond Coat & Blue Quartz Finish	\$ 29,500
8	Provide New Tile where Broken or missing including Perimeter, racing Lines & Target Tiles, & Steps	\$ 2,000
9	Replace Existing Return Fittings & Main Drain Covers to Current DHEC Standards	\$ 800
10	Remove all waste and plaster residue from site and dispose of in accordance with applicable law	\$ 750
	<b>Grand Total</b>	59,000
	Unit Price: Add or Deduct Total Cost of Delamination Repair per SF	\$ 15.00 sq. ft.
		if more than

20% delamination is found.

0068286 11-24  
Office AU # 1210(8)

# CASHIER'S CHECK

SERIAL #: 68286  
ACCOUNT#: 4861  
**Item 20.**

Remitter: **ANDERSEN POOL**  
Purchaser: **MELANIE ANDERSEN**  
Purchaser Account: .....1452  
Operator I.D.: **u207244**  
Funding Source: **Paper Item(s)**

May 10, 2021

PAY TO THE ORDER OF **\*\*\*BEAUFORT COUNTY CAPITAL PROJECTS DEPT.\*\*\***

**\*\*Two Thousand Nine Hundred Fifty and 00/100 -US Dollars \*\***

**\*\*\$2,950.00\*\***

Payee Address:  
Memo:

**WELLS FARGO BANK, N.A.**  
197 OKATIE VILLAGE DR  
BLUFFTON, SC 29909  
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,  
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION  
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND  
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE  
AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 2,950.00

**NON-NEGOTIABLE**

### Purchaser Copy

FB004 (10/19) M4203 00121289

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

# CASHIER'S CHECK

6828602254

0068286 11-24  
Office AU # 1210(8)  
Remitter: **ANDERSEN POOL**  
Operator I.D.: **u207244**

May 10, 2021

PAY TO THE ORDER OF **\*\*\*BEAUFORT COUNTY CAPITAL PROJECTS DEPT.\*\*\***

**\*\*Two Thousand Nine Hundred Fifty and 00/100 -US Dollars \*\***

**\*\*\$2,950.00\*\***

Payee Address:  
Memo:

**WELLS FARGO BANK, N.A.**  
197 OKATIE VILLAGE DR  
BLUFFTON, SC 29909  
FOR INQUIRIES CALL (480) 394-3122

*Melanie S. Can*  
CONTROLLER

Security Features Included. Details on Back.

⑈ 68 2860 2 254 ⑈ ⑆ 1 2 1000 248 ⑆ 486 1 009066 ⑈



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Pathways Project Virtual Public Meeting Summary – Ribaut Road Sidewalk and Bluffton Parkway Pathway
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – June 21, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Engineering (2 mins)
<b>ITEM BACKGROUND:</b>
As per Resolution 2019-44, Beaufort County is to conduct two public meetings on each of the projects associated with the 2018 One Cent Sales Tax Referendum. From March 15, 2021 to April 11, 2021, Beaufort County’s hosted the second public meeting for the Ribaut Road sidewalk and the Bluffton Parkway pathway. Due to the pandemic, this meeting was held virtually at <a href="http://www.beaufortcountypenny.com">www.beaufortcountypenny.com</a> .
<b>PROJECT / ITEM NARRATIVE:</b>
Although multiple notifications were provided by advertisement and emails as well as the placement of “yard” signs at the locations, only one comment was received for Bluffton Parkway; no comments for Ribaut Road.  As there have not been any objections to these projects, the program management will proceed with the development of final plans to be constructed later this year.
<b>FISCAL IMPACT:</b>
For information only.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
For information only.
<b>OPTIONS FOR COUNCIL MOTION:</b>
For information only.



Beaufort County conducted a Ribaut Road Sidewalk Virtual Public Meeting from March 15, 2021 through April 11, 2021. A video presentation was published on the website to inform residents of the proposed new 5' sidewalk to be constructed on the north side of Ribaut Road (US 21) from Lenora Drive to the existing sidewalk near Rahn Lane as well as new right-of-way (R/W) required.

This meeting was revamped from traditional in-person public meetings due to the pandemic. The meeting creation was a collaboration of the County and J. Bragg Consulting, Inc. with plans provided by Infrastructure Consulting & Engineering, PLLC.

## Meeting Summary:

**Time Period:** March 15, 2021 through April 11, 2021 – 27-day virtual meeting hosted on [www.BeaufortCountyPenny.com](http://www.BeaufortCountyPenny.com)

## Advertisements:

- Press Release for virtual public meeting on March 9, 2021
- Final Press Release reminder on April 9, 2021 – this included one week extension
- E-mail Newsletters sent on March 6, 2021; March 15, 2021; and March 29, 2021
- 4 Sales Tax “Yard” Signs were placed near the sidewalk location

## Public Comments:

Virtual Public Meeting: Although multiple notifications were provided by advertisements and e-mails as well as the placement of “Yard” signs, no citizens provided a comment. There were 3 ways to comment: Online Comment Form, e-mail, or mail. Online Comment Forms and written responses with a valid address will receive a mailed response to their comments.

On the Online Comment Form, they were asked if they were “In Favor Of” the project by answering “Yes” or “No”, “Resides Near” by answering “Yes” or “No”, and “Would Utilize Pathway” by also answering “Yes” or “No”.

They were also provided the opportunity to submit a written comment and no written comments were received.

## Project Status:

There have not been any objections to this sidewalk project, and the project is proceeding with the development of final plans to be constructed later this year.

## Comment Summary:

*No comments were submitted.*



Beaufort County conducted a Bluffton Parkway Pathway Virtual Public Meeting from March 15, 2021 through April 11, 2021. A video presentation was published on the website to inform residents of the proposed 8’ pathway to be constructed on the south side of Bluffton Parkway from Bluffton Road (SC 46) roundabout to the existing pathway at Soperton Drive as well as new right-of-way (R/W) required.

This meeting was revamped from traditional in-person public meetings due to the pandemic. The meeting creation was a collaboration of the County and J. Bragg Consulting, Inc. with plans provided by Infrastructure Consulting & Engineering, PLLC.

## Meeting Summary:

**Time Period:** March 15, 2021 through April 11, 2021 – 27-day virtual meeting hosted on [www.BeaufortCountyPenny.com](http://www.BeaufortCountyPenny.com)

## Advertisements:

- Press Release for virtual public meeting on March 9, 2021
- Final Press Release reminder on April 9, 2021
- E-mail Newsletters sent on March 6, 2021; March 15, 2021; and March 29, 2021
- 6 Sales Tax “Yard” Signs were placed near the proposed pathway location

## Public Comments:

Virtual Public Meeting: 1 citizen provided a comment. There were 3 ways to comment: Online Comment Form, e-mail, or mail. Online Comment Forms and written responses with a valid address will receive a mailed response to their comments.

On the Online Comment Form, they were asked if they were “In Favor Of” the project by answering “Yes” or “No”, “Resides Near” by answering “Yes” or “No”, and “Would Utilize Pathway” by also answering “Yes” or “No”.

This is a summary of those who completed the Online Comment Form.

Roadway	“In Favor Of”		“Resides Near”		“Would Utilize”	
	Yes	No	Yes	No	Yes	No
Bluffton Parkway Pathway	1		1		1	

The above chart represents 1 comment form which was submitted. They were also provided the opportunity to submit a written comment.

## Project Status:

There have not been any objections to this pathway project, and the project is proceeding with the development of final plans to be constructed later this year.

## Comment Summary:

*Note: Comments are copied as is with no edits.*

- Finally! This missing section of pathway has been a serious safety hazard for bikers and walkers ever since the Bluffton Parkway was built. It's about time that this public safety issue gets corrected.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
A Resolution establishing right of way acquisition policies associated with the implementation of 2018 One Cent Sales Tax Referendum projects approved by voters November 6, 2018.
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – June 21, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Engineering (5 mins)
<b>ITEM BACKGROUND:</b>
On November 18, 2019, County Council adopted Resolution 2019-44 authorizing the acquisition of all right of ways needed by way of negotiations by agents or administrators of Beaufort County for the 2018 One Cent Sales Tax Program.
<b>PROJECT / ITEM NARRATIVE:</b>
To expedite the acquisition process necessary for project completion, exceptions to the current property purchasing standards need to be addressed as the program is governed by an Intergovernmental Agreement with South Carolina Department of Transportation (SCDOT) and shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and S.C. Code of Laws Titles 57 and 28, as amended. The Resolution authorizes delegate negotiating authority as follows: <ol style="list-style-type: none"><li>1. County Administrator up to \$500,000</li><li>2. Assistant County Administrator – Engineering up to \$250,000</li><li>3. Director of Transportation Engineering up to \$100,000</li><li>4. Right of Way Manager up to \$50,000</li></ol>
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Resolution establishing right of way acquisition policies associated with the implementation of 2018 One Cent Sales Tax Referendum projects approved by voters November 6, 2018.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the Resolution establishing right of way acquisition policies associated with the implementation of 2018 One Cent Sales Tax Referendum projects approved by voters November 6, 2018.
<b><i>Move forward to County Council June 28, 2021.</i></b>

**RESOLUTION 2021/\_\_\_\_\_****A RESOLUTION ESTABLISHING RIGHT OF WAY ACQUISITION POLICIES ASSOCIATED WITH THE IMPLEMENTATION OF 2018 ONE CENT SALES TAX REFERENDUM PROJECTS APPROVED BY VOTERS NOVEMBER 6, 2018**

**WHEREAS**, , Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1 %) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

**WHEREAS**, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

**WHEREAS**, County Council adopted Resolution 2019/44 attached as Exhibit “A” authorized the acquisition of all right of ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right of ways needed to complete projects listed on attached Exhibit “A” ; and

**WHEREAS**, County Council further authorized, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects; and

**WHEREAS**, in an effort to expedite the acquisition process necessary for project completion, exceptions to the current property purchasing standards need to be addressed as the program is governed by an Intergovernmental Agreement with South Carolina Department of Transportation (SCDOT) and shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and S.C. Code of Laws Titles 57 and 28, as amended; and

**WHEREAS**, in an effort to expedite projects to the construction stage, the County Administrator, currently authorized to approve payments not to exceed \$50,000, be authorized to approve right of way (ROW) transactions up to \$500,000 and delegate negotiating authority to the acquisition team as follows:

1. Assistant County Administrator - Engineering up to \$250,000
2. Director of Transportation Engineering up to \$100,000
3. Right of Way Manager up to \$50,000

**WHEREAS**, County Council shall approve all payments exceeding \$500,000 and shall approve eminent domain proceedings; and

**WHEREAS**, to expedite payment for the right of way acquisition process, the County waives the requirement to issue purchase orders over \$1,500 and will amend the Beaufort County Procurement Code; and

**NOW, THEREFORE, BE IT RESOLVED** Beaufort County Council hereby establishes the right of way acquisition policies and approval authorities for the 2018 One Cent Transportation Sales Tax Referendum program as set forth above.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

# Exhibit "A"

## RESOLUTION 2019 / 44

WHEREAS, Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1%) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

WHEREAS, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

WHEREAS, the voters of Beaufort County voted to approve implementing the one (1%) percent sales tax by a margin of nearly fifty-eight (58%) percent; and

WHEREAS, it is necessary to acquire right-of-ways from private landowners for the purpose of implementing the public projects hereinafter enumerated which were approved by the citizens of Beaufort County; and

WHEREAS, all acquisitions of such right-of-ways will conform to the standards approved by Beaufort County, South Carolina Department of Transportation and the Federal Highway Administration; and

WHEREAS, the construction of all projects is vital to the health and safety of the residents, citizens and tourists in Beaufort County, including, but not limited to, evacuation routes in the event of hurricanes; and

WHEREAS, Beaufort County will conduct 2 public meetings on each of the roadway and pathway projects in order to disseminate project information and obtain community feedback, and;

WHEREAS, Beaufort County staff will update the Public Facilities Committee on a quarterly basis regarding the status of ongoing capital projects, and;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right-of-ways needed to complete the following projects:

1. Hilton Head Island – US 278 Corridor Traffic Improvements
2. Lady’s Island Corridor Traffic Improvements
3. Sidewalks and Multi-Use Pathways – Safe Routes to School:
  - a. Burnt Church Road, Ulmer Road, and Shad Road
  - b. Laurel Bay Road Pathway Widening
  - c. Bluffton Parkway Phase I
  - d. Joe Frazier Road
  - e. Meridian Road
  - f. Alljoy Road
  - g. Salem Road, Old Salem Road, and Burnt Hill Road
  - h. Middle Road
  - i. Stuart Point
  - j. Broad Rover Boulevard and Riley Road
  - k. Broad River Drive
  - l. Lake Point Drive and Old Miller Road Pathway Connection

- m. Dr. Martin Luther King, Jr. Drive
- n. Ribuat Road to Parris Island Gateway
- o. Pine Grove Road and Burton Wells Road
- p. Spanish Moss Trail Extension
- q. Seabrook Road
- r. Depot Road
- s. Chowan Creek Bluff
- t. U.S. 17 Pathways Extension
- u. Bruce K. Smalls
- v. Paige Point
- w. Big Road
- x. Big Estate Road

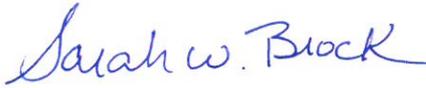
IT IS FURTHER RESOLVED, that County Council further authorizes, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects.

Adopted this 18<sup>th</sup> day of November, 2019.

COUNTY COUNCIL OF BEAUFORT  
COUNTY

By:   
Stewart H. Rodman , Chairman

Attest:

  
Sarah W. Brock, Clerk to Council



1. Developer shall provide proof of ownership Academy Park Site.
2. County will retain a Consultant selected from an existing County ID/IQ contract or the County's pre-approved list who will prepare a final design of an approximately 3.4 acre regional stormwater basin. A Sole Source Contractor may be utilized due to existing relationship with the Developer for the Academy Park proposed development. The design shall meet the standards of the County's Best Management Practices Manual, current edition.
3. County shall pay all fees and costs associated with the design necessary to complete the Project.
4. Prior to undertaking any removal of soil or other materials from the Academy Park site, the Developer shall first obtain all necessary permits from all applicable regulatory bodies including, but not necessarily limited to United States Army Corp. of Engineers (USACE), South Carolina Office for Coastal Resource Management (OCRM), South Carolina Department of Health and Environmental Control (DHEC) and Beaufort County Planning and Zoning Department Staff Review Team (SRT).
  - a. Developer shall pay all permitting fees.
  - b. Developer shall pay all wetland mitigation fees and costs.
  - c. Developer shall pay all review/application fees.
  - d. County and Developer shall share the cost of tree mitigation equally.

Alternatively, if the Developer desires to undertake the removal of soil or other materials from the site prior to obtaining all required, Federal, state and local permits, Developer may post a surety bond in an amount which shall be determined by the County to be sufficient to restore the property to a legally conforming condition. Such bond shall be provided for the benefit of the County and shall be updated as necessary to ensure that it reflects all necessary costs that may be incurred in rendering the property to a legally conforming condition.

5. Once all the permitting requirements are complete, developer will begin construction of the regional stormwater facility.
6. Developer shall be responsible for all construction costs associated with Project.
7. Developer shall complete the Project within twenty four (24) months of receipt of all permits. If the Project has not been completed within this period of time, the Developer may request a reasonable extension from the County which will not be unreasonably withheld. The parties agree to conduct monthly meetings to discuss the status of the project. Should it be determined that the Developer cannot complete the project within the twenty four (24) month construction period (or any

extended period of time as may be granted), the Developer hereby agrees to provide County title to the property for the consideration set forth in paragraph 9 below and County will take over the Project to be completed at its own expense and at its own convenience.

8. If it is determined by the County that the actions of the Developer have, will, or may cause any damage to any County owned or maintained infrastructure, including, but not limited to County owned or maintained roadways, rights of way, drainage ditches or other such infrastructure in any form, the Developer may be required to post a surety bond in the amount of anticipated repairs costs or may relieve themselves of such obligation by causing all required repairs to be completed within thirty (30) days of receiving any such notice from the County.
9. Upon completion of construction by Developer, County shall purchase Academy Park Site for the sum of one (\$1.00) Dollar.
10. The County will thereafter own and operate the Project at its own expense and in accordance with County's Best Management Practices Manual, current edition.

Parties agree this Agreement represents the entire agreement between the parties and that it is for the sole benefit of the Parties hereto and not for the benefit of any third party who is not a signature party hereto. No party, other than the Parties hereto, have any enforceable rights hereunder or any claim for damages as a result of any alleged breach hereof.

This Agreement shall be governed by the laws of South Carolina with venue in the County of Beaufort.

IN WITNESS WHEREOF, the parties have set their hands.

**WITNESSES:**

Cheryl Harris  
Kelly Koth Larsen

**BEAUFORT COUNTY**, a political sub-division of the State of South Carolina

By: [Signature]  
Name: Joshua Gruber  
Title: Interim County Administrator  
Address: P.O. Drawer 1228  
Beaufort, SC 29901-1228  
Phone: (843) 255-2026  
Fax: (843) 255-9403  
Date: 10-18-17

**WITNESSES:**

Patricia Z. Wilson  
Camp G. Wallace

**Academy Park, LLC**

By: [Signature]  
Name: Robert Sample  
Title: \_\_\_\_\_  
Address: PO Box 2238  
Beaufort, SC 29902  
Phone: (843) 476-9639  
Fax: \_\_\_\_\_  
Date: 10-18-17



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Land Acquisition – Factory Creek M2 Project – Parcel #R200 015 000 0559 0000 (\$1.00)
<b>MEETING NAME AND DATE:</b>
Public Facilities – June 21 <sup>st</sup> , 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACE – Engineering Neil Desai, P.E - Public Works Director ( <i>Alternate</i> ) (5 min)
<b>ITEM BACKGROUND:</b>
October 18 <sup>th</sup> , 2017 – Agreement between County and Developer signed March 23, 2018 – All permits for construction obtained February 2 <sup>nd</sup> , 2020 – Executed 1 year extension request between Developer and County March 23 <sup>rd</sup> , 2021 – Developer completed all necessary contract requirements June 9th, 2021 – Presented at the Stormwater Utility Board Meeting
<b>PROJECT / ITEM NARRATIVE:</b>
The County entered into a Public – Private partnership with the Developer of Academy Estates to design and build a regional Stormwater pond for water quality and water quantity control. After development of the pond, the County is to purchase the property for the sum of \$1.00 from the developer, and the County will take over the ownership and maintenance of the pond. The Contract was extended for one year at the request of the developer from completion on 3/32/2020 to 3/23/2021. All development has been completed and the developer has met all requirements of the agreement dated 10/18/2017.
<b>FISCAL IMPACT:</b>
The County agreed to purchase parcel # R200 015 000 0559 0000 for \$1.00.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the purchase of parcel # R200 015 000 0559 0000 for \$1.00 from Academy Park LLC
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve recommendation of land acquisition from Academy Estates LLC for \$1.00. Motion to deny recommendation of land acquisition from Academy Estates LLC for \$1.00. <b><i>(Next Step – Upon approval, send to County Council for First Reading)</i></b>

**RESOLUTION 2021/ \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE PROPERTY**

**WHEREAS**, Beaufort County Stormwater entered into an agreement with Academy Park, LLC or its assigns, (“Developer”) on October 18<sup>th</sup>, 2017; and

**WHEREAS**, the County developed a regional best management practice (Stormwater retention pond) on Developer’s property identified as the Rock Springs Creek Watershed Project Phase I (Factory Creek M2) or “Project”; and

**WHEREAS**, the Developer completed all requirements of the Agreement; and

**WHEREAS**, the Seller intends to sell the County the Property, for a purchase price of \$1.00 as determined by the 2017 agreement, and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to execute the necessary documents and provide funding for the purchase the Property.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents, specifically a Purchase Agreement substantially consistent with the terms provided in Exhibit B, and to provide funds from the Stormwater Utility Fund in the amount of \$1.00 for the purchase of real property with a TMS# R200 0015 000 0559 0000.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**AGREEMENT TO SELL AND  
PURCHASE REAL PROPERTY**

**THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY** (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 (“Effective Date”), by and between **BEAUFORT COUNTY**, a subdivision of the State of South Carolina (the "Purchaser") and Academy Park LLC (the "Seller"); hereinafter collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the Parties hereto have had preliminary discussions with regard to the sale and purchase of certain real property located in Seabrook, Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said real property.

**NOW THEREFORE**, in consideration of the real property and of the mutual promises and covenants herein contained the Parties agree as follows:

1. **Real Property.** The Seller agrees to sell and the Purchaser agrees to purchase the real property with the address of **29 Fairfield Road**, also currently identified as **TMS R200 015 000 0559 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of Seller in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Property").

2. **Consideration / Purchase Price.** The purchase price of the Property shall be One and XX/100 (\$1.00) Dollars and for other valuable consideration as described in this Agreement (“Purchase Price”).

4. **Conveyance and Due Diligence Period.** The Purchaser shall perform all due diligence on the Property no later than thirty (30) days from the Effective Date. The Purchaser shall be solely responsible for any costs associated with Due Diligence.

a) Conveyance of Real Property/Title. Conveyance shall be made subject to all easements, encumbrances (but not liens), covenants, conditions and restrictions of record (provided they do not make the title unmarketable), to all governmental statutes, ordinances, rules and regulations and to all matters that would be disclosed by a current and accurate survey and inspection of the Property. Title to the Property shall be conveyed to the Purchaser by limited warranty deed. Seller agrees to convey marketable title, free and clear of all liens and encumbrances.

Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during the Inspection Period. Seller shall have thirty (30) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller’s election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser’s notice. Purchaser shall then have five (5) days from the date of Seller’s notice to notify Seller of Purchaser’s termination of this Agreement for lack of sufficient cure to such defects. Absent Seller’s receipt of notice from Purchaser within said five (5) day period, all of Purchaser’s outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

b) Property Sold "As Is". Purchaser acknowledges that the Property is being sold "as is", and that Seller has the opportunity to perform a full examination of the Property prior to the Closing Date. The Purchaser shall not make any request to perform any tasks on the property, including but not limited to, removing vegetation or clearing the Property of any timber.

c) Inspection. Purchaser hereby acknowledges and agrees that Purchaser has or will thoroughly inspect and examine the property prior to closing. Purchaser is responsible for obtaining inspection reports from qualified professionals to assess the Property. Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, and survey. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Agreement.

7. **Closing**. The Closing occurs when Purchaser transfers the Purchase Price to Seller and Seller conveys the Property to Purchaser.

a) Closing Date. The Closing shall occur on or before \_\_\_\_\_, 2021 ("Closing Date") at the offices of Purchaser's attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. All taxes for any and all years prior to 2021 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

c) Roll-back Taxes. Should any roll-back taxes become due after the Closing Date, Purchaser shall be responsible for the immediate payment of all rollback taxes assessed from the Closing date forward.

8. **Brokerage Fees**. Seller represents that the Property is not subject to a listing contract with any real estate broker. Purchaser shall be responsible for any real estate commissions owed for real estate services provided to Purchaser. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

9. **Seller's Delivery of Documentation**. Seller shall deliver to Purchaser at or before the Closing (at such times as Purchaser may reasonably request) all of the following documents, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

a) Limited Warranty Deed. A limited warranty deed satisfactory in form and substance to counsel for Purchaser, conveying fee simple title to the Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein.

10. **Conditions Precedent**. Notwithstanding anything to the contrary stated herein, the obligations of Purchaser to purchase the property are expressly made subject to the Seller's representation that as of the Closing Date the warranties and representations of Seller shall be true

and correct. The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller.

11. **Default.** If Buyer or Seller fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of Seller’s obligations under this Agreement, or terminate this Agreement with a five (5) day written notice. If terminated, both Parties shall execute a written release of the other from this Agreement. The Parties agree to cooperatively pursue their obligations set forth herein in good faith.

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

TO PURCHASER:                    Beaufort County  
    Post Office Box 1228  
    Beaufort, SC 29901  
    Attn: County Administrator

Copy to:                            Beaufort County  
    Post Office Box 1228  
    Beaufort, SC 29901  
    Attn: Brittany Ward , Beaufort County Deputy Attorney  
    E-mail: bward@bcgov.net  
    (843) 255-2059

TO SELLER:                        Academy Park LLC  
    Post Office Box 2238  
    Beaufort, SC 29901  
    Attn: Robert Sample  
    Email: robesample@gmail.com

14. **Condemnation.** In the event that at the time of Closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to immediately terminate this Agreement, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly.

15. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale and purchase of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

16. **Entire Agreement.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No

prior agreement or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. **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.

18. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

19. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

20. **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.

21. **Authority.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

22. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement; and, of any personal guarantees given in connection with this Agreement.

23. **Time is of the Essence.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both parties agree in writing to a reasonable extension.

**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:

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

SELLER:

\_\_\_\_\_  
By: Robert Sample  
Its: Owner

WITNESSES:

\_\_\_\_\_

PURCHASER:

\_\_\_\_\_  
Name: Eric Greenway  
Its: Beaufort County Administrator

Exhibit "A"

**PROPERTY DESCRIPTION**

LOT 26 ACADEMY ESTATES PB152 PG103 FKA LOT 8 ACADEMY ESTATES S/D~ SPLIT PARCEL 8 /19 AC  
4.759 15/1120-1133LOT 8 ACADEMY ESTATES S/D

Date: 01/23/2020

To: Beaufort County Public Works

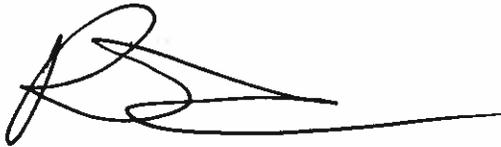
Attn: Dan Rybak

Re: Academy Park Storm Water Pond

I, Robert Sample, owner of the Academy Storm Water Pond Parcel, am requesting an extension of time to complete the storm water management pond that is located on Lady's Island. To prevent mass confusion and chaos in the neighborhood my contractor has utilized this borrowed material for his company and has not opened the material for sale to the public. With that being said, they have not acquired projects that have afforded them to utilize all the material. The site has been kept very clean and has met all BMP requirements to ensure no negative impacts to the area. They have several projects that they are pursuing, including the county dirt road project, which will utilize the remaining material in the next 12 months. I request an extension until March 23, 2021.

Finally, I have confirmed that there are no impacts or required extensions of existing permits for the pond work that is currently under construction.

Thank you for your consideration.

A handwritten signature in black ink, appearing to be 'R Sample', with a long horizontal line extending to the right.

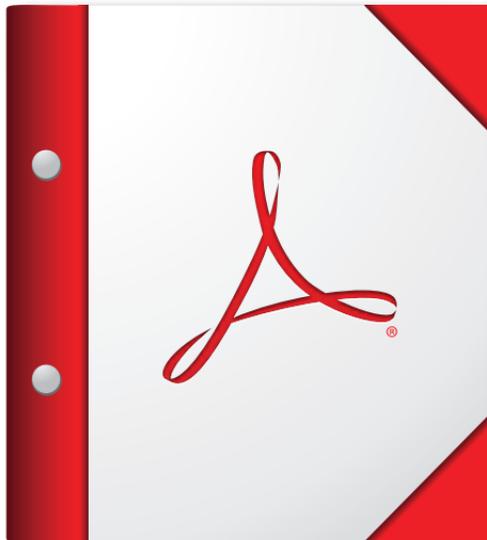
Robert Sample  
Property Owner  
Academy Park, LLC



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**PIN:** R200 015 000 0559 0000  
AIN: 266367  
Status: A  
TAG: 200  
Legres:  
Area Code: 263  
Area Name: ACADEMY ESTATES  
Class Code: 1,025,000 / ResVac  
Platted&Unplatted  
Book: 3792  
Page: 872  
Comments: PB152 PG103.  
Legal Desc: LOT 26 ACADEMY ESTATES  
PB152 PG103 FKA LOT 8 ACADEMY  
ESTATES S/D- SPLIT PARCEL 8 /19 AC 4.759  
15/1120-1133LOT 8 ACADEMY ESTATES  
S/D

**Address Information:**  
Situs: 29 FAIRFIELD RD  
Owner Name: ACADEMY PARK II C.  
[Zoom to](#)



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Acrobat X or Adobe Reader X, or later.**

[Get Adobe Reader Now!](#)



Beaufort County, South Carolina  
**DEVELOPMENT PERMIT**  
 Community Development Administration

Application Number	Item 23. 21249
Permit Number	D-5436
Issue Date	03/23/2018

## DEVELOPMENT PERMIT

PIN	Street Address	District
R200 015 000 0558 0000	5 ALUMNI ROAD	LADY'S ISLAND

Development Name	Zoning District
BFT CO - FACTORY CREEK CAPITAL IMPROVEMENT PROJECT	LI COMMUNITY PRESERVATION
Lot Acreage	Development Type
2.69	INFRASTRUCTURE (STORMWATER)

**THIS PERMIT CERTIFIES THAT THE ABOVE NAMED DEVELOPMENT HAS MET AND IS IN ACCORDANCE WITH THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE**

Conditions:
<p><b>1. THE STAFF REVIEW TEAM GRANTED APPROVAL ON MARCH 14, 2018 ALONG WITH THE ACADEMY PARK SUBDIVISION.</b></p> <p><b>2. APPLICANT SHALL ADHERE TO ALL CONDITIONS LISTED ON SAID PERMIT.</b></p>

Approved By: *Robert Sample*

Date: 03/23/2018

- All tree aeration systems, natural resource, archeological, tree protection barriers, and silt fencing must be constructed prior to any other site work approved under the development permit. Upon completion, the applicant must request an inspection by the County prior to receiving an authorization to proceed with other construction activities.
  - Subdivision approvals are for construction of infrastructure ONLY unless infrastructure bonding has been posted and accepted.
  - Subdivision plats shall not be recorded and sale of lots is not permitted until Final Approval is affixed and certified on the final subdivision plat and the plat is duly recorded by the Registrar of Deeds.
  - Certificate of Occupancy shall not be issued until a Final Certificate of Compliance has been granted. Neither the developer nor agents shall receive a final certificate of compliance inspection until all site work has been completed.
  - A landscape survival bond is required prior to issuance of a Final Certificate of Compliance for all landscape materials planted or relocated on site.
  - Subdivision infrastructure bonding is for one (1) year. In order to obtain a release of bond, all infrastructures must be completed and a Final Certificate of Compliance issued.
  - All bonding shall be in the form of cash, certified check, Irrevocable Bank Letter of Credit, Surety Bond as approved by the County.
  - Any deviations from the approved development plans must be approved by the Staff Review Team.
  - The owner of the property, or if such owner is a corporate entity, an office of the corporation, shall sign a document provided by the SRT accepting full civil and criminal responsibility for any violations of the Beaufort County's Code of Ordinances arising out of or relating to the development of the subject property during the pendency of the development permit.
- SIGNATURE:** *Robert Sample* **PRINT:** Robert Sample **DATE:** 3/28/18
- Permits are valid for two (2) years upon final approval of a development plan or plat. An applicant shall have two (2) years from final approval to obtain a Final Certificate of Compliance. A permit may receive five (5) one-year extensions for good cause upon written request by the landowner no later than one (1) month prior to expiration unless an amendment to the Community Development Code has been adopted that prohibits approval.



Beaufort County, South Carolina  
**DEVELOPMENT PERMIT**  
 Community Development Administration

Application Number	Item 23. 20513
Permit Number	D-5437
Issue Date	03/26/2018

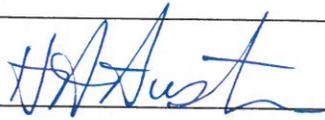
## DEVELOPMENT PERMIT

PIN	Street Address	District
R200 015 000 0559 0000	29 FAIRFIELD ROAD	LADY'S ISLAND

Development Name	Zoning District
ACADEMY PARK SUBDIVISION	LI COMMUNITY PRESERVATION
Lot Acreage	Development Type
12.70	RESIDENTIAL SUBDIVISION

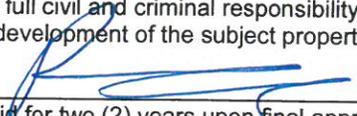
**THIS PERMIT CERTIFIES THAT THE ABOVE NAMED DEVELOPMENT HAS MET AND IS IN ACCORDANCE WITH THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE**

Conditions:
<p><b>1. THE STAFF REVIEW TEAM GRANTED APPROVAL ON MARCH 14, 2018.</b></p> <p><b>2. APPLICANT SHALL ADHERE TO ALL CONDITIONS LISTED ON SAID PERMIT.</b></p>

Approved By: 

Date: 03/26/2018

- All tree aeration systems, natural resource, archeological, tree protection barriers, and silt fencing must be constructed prior to any other site work approved under the development permit. Upon completion, the applicant must request an inspection by the County prior to receiving an authorization to proceed with other construction activities.
- Subdivision approvals are for construction of infrastructure ONLY unless infrastructure bonding has been posted and accepted.
- Subdivision plats shall not be recorded and sale of lots is not permitted until Final Approval is affixed and certified on the final subdivision plat and the plat is duly recorded by the Registrar of Deeds.
- Certificate of Occupancy shall not be issued until a Final Certificate of Compliance has been granted. Neither the developer nor agents shall receive a final certificate of compliance inspection until all site work has been completed.
- A landscape survival bond is required prior to issuance of a Final Certificate of Compliance for all landscape materials planted or relocated on site.
- Subdivision infrastructure bonding is for one (1) year. In order to obtain a release of bond, all infrastructures must be completed and a Final Certificate of Compliance issued.
- All bonding shall be in the form of cash, certified check, Irrevocable Bank Letter of Credit, Surety Bond as approved by the County.
- Any deviations from the approved development plans must be approved by the Staff Review Team.
- The owner of the property, or if such owner is a corporate entity, an office of the corporation, shall sign a document provided by the SRT accepting full civil and criminal responsibility for any violations of the Beaufort County's Code of Ordinances arising out of or relating to the development of the subject property during the pendency of the development permit.

**SIGNATURE:**  **PRINT:** Robert Sample **DATE:** 3/28/18

- Permits are valid for two (2) years upon final approval of a development plan or plat. An applicant shall have two (2) years from final approval to obtain a Final Certificate of Compliance. A permit may receive five (5) one-year extensions for good cause upon written request by the landowner no later than one (1) month prior to expiration unless an amendment to the Community Development Code has been adopted that prohibits approval.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Beaufort County Stormwater – Designation of Public Works Enforcement Officers (no fiscal impact)
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee - June 21st
<b>PRESENTER INFORMATION</b>
Jared Fralix, P.E. ACA- Engineering Neil Desai, P.E. - Backup (5 min)
<b>ITEM BACKGROUND:</b>
November 5th 2020 - Presentation on Stormwater Ordinance given to Beaufort County Magistrates June 9th, 2021 - Presented to Stormwater Utility Board
<b>PROJECT / ITEM NARRATIVE:</b>
As the Lowcountry of South Carolina experiences development pressures, Beaufort County recognizes the need for stronger enforcement of the Beaufort County Stormwater Ordinance in order to have compliance with approved Stormwater Permits.
<b>FISCAL IMPACT:</b>
Fees collected by staff at Court will go back into the Stormwater funds. Minimal expenditures to provide staff with ticket books and badges.
<b>STAFF RECOMMENDATIONS TO COMMITTEE:</b>
Approve the designation of Beaufort County Stormwater Regulatory and Management Staff as Public Works enforcement officers to enforce Chapter 99 of the Beaufort County Code of Ordinances.
<b>OPTIONS FOR COMMITTEE MOTION:</b>
Motion to designate Beaufort County Stormwater staff as Public Works Enforcement officers.  Motion to deny the designation of Beaufort County Stormwater staff as Public Works Enforcement officers.  <b>(Next Step - Bring recommendation to County Council for approval)</b>

**RESOLUTION 2021/\_\_\_\_\_**

**A RESOLUTION TO COMMISSION PUBLIC WORKS ENFORCEMENT OFFICER TO ENFORCE BEAUFORT COUNTY STORMWATER ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO SEC 99-504 OF THE BEAUFORT COUNTY STORMWATER ORDINANCE.**

**WHEREAS**, Beaufort County Council may appoint and commission as many enforcement officers as may be necessary for proper security, general welfare and convenience of the County; and

**WHEREAS**, each candidate for appointment as a Beaufort County Public Works Enforcement Officer has completed training and obtained any certifications as may be necessary.

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of Beaufort County, South Carolina that:

- 1. County Council hereby appoints and commissions the following individual as a Public Works Enforcement Officer for Beaufort County:

Judah Wood EMP #10341, Beaufort County Public Works Enforcement Officer  
 Julianna Corbin EMP #10350, Beaufort County Public Works Enforcement Officer

- 2. Each Public Works Enforcement Officer shall present the appropriate certificate to the Beaufort County Magistrate’s office prior to any official action as a Public Works Enforcement Officer.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph E. Pessiment, Chairman

ATTEST:

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Sarah W. Brock, Clerk to Council