



## County Council of Beaufort County

### Chairman

Stewart H. Rodman

### Vice Chairman

D. Paul Sommerville

### Council Members

MICHAEL E. COVERT

GERALD DAWSON

BRIAN E. FLEWELLING

YORK GLOVER, SR.

CHRIS HERVOCHON

ALICE G. HOWARD

MARK LAWSON

LAWRENCE P. MCELYNN

JOSEPH F. PASSIMENT, JR

### County Administrator

Ashley M. Jacobs

### Clerk to Council

Sarah W. Brock

### Administration Building

Beaufort County Government Robert  
Smalls Complex  
100 Ribaut Road

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# County Council Agenda

Monday, January 27, 2020 at 6:00 PM

Council Chambers, Administration Building

Robert Smalls Complex, 100 Ribaut Road, Beaufort

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION – Councilman Passiment
3. [Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES - November 18, 2019
6. CITIZEN COMMENT [FOR AGENDA ITEMS ONLY] - *(Every member of the public who is recognized to speak shall limit comments to three minutes)*

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### PRESENTATIONS

7. Reconstruction Presentation
8. January Needs Assessment Public Hearings

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### CONSENT AGENDA

9. Consent Agenda (Please look to page 3)

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### ACTION ITEMS

10. Public Hearing Second Reading of an Ordinance authorizing the execution and delivery of an access and utility easement for a portion of a Right of Way owned by Beaufort County known as Cassidy drive off Buckwalter Parkway in Bluffton Township South Carolina
11. Hawkers and Peddlers Permit Report
12. Contract Award to Preferred Materials, Inc. for Year 3 of the Beaufort County Road Resurfacing Project in the amount of \$3,348,972

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### EXECUTIVE SESSION

13. Receipt of Legal Advice regarding County Boundaries
14. Receipt of Legal Advice regarding Retiree Litigation
15. Receipt of Legal Advice regarding appeal of BZA Decision
16. Receipt of Legal Advice regarding a potential claim.

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### Matters Arising Out of the Executive Session

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### END OF EXECUTIVE SESSION

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17. CITIZEN COMMENT - *(Every member of the public who is recognized to speak shall limit comments to three minutes)*
  18. ADJOURNMENT



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## CONSENT AGENDA

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### Items Originating from the Executive Committee

- [1.](#) Appointment of John Harris and Terry Borgert to the Seabrook Point Road Commission
- [2.](#) Reappointment of Mark Bailey and Trey Ambrose to the Airports Board
- [3.](#) Third and Final Reading of an Ordinance ratifying an unauthorized lease agreement dated December 4, 2016 and terminating December 15, 2019 encumbering property owned by Beaufort County known as a portion of tms#r600 013 000 0005 0000, r600 013 000 003c 0000, and r600 008 000 003f 0000 and also voiding ab initio an unauthorized June 8, 2018 addendum attempting to extend for five (5) years the previously unauthorized lease
- [4.](#) Third and Final Reading of an Ordinance authorizing the approval of an access and utility easement and a security fence easement encumbering property owned by Beaufort County and known as a portion of the Olsen Tract
- [5.](#) Work Authorization Terminal Ramp Expansion Project - Design through Construction Admin
- [6.](#) Work Authorization Terminal Project - Design through Construction Admin

### Items Originating from the Natural Resources Committee

- [7.](#) Appointment of Mr. Frank Ducey to the Beaufort County Planning Commission - at-large
- [8.](#) Appointment of Jason Hinchler to the Metropolitan Planning Commission
- [9.](#) Reappointment of Caroline Fermin, Diane Chemlik, and Jason Hinchler to the Planning Commission
- [10.](#) Reappointment of Donald Starkey and Sallie Brach to the Design Review Board
- [11.](#) First Reading of an Ordinance regarding Text amendment to T4 Hamlet Center District (T4HC) to allow Recreation Facility: Commercial Indoor (Article 3, Section 3.2.100)
- [12.](#) First Reading of an Ordinance Regarding a Text Amendment to LICP and LIEHB Districts to limit residential density to developments not located on public sewer.

### Items Originating from the Public Facilities Committee

- [13.](#) Third and Final Reading of an Ordinance Authorizing the Execution and Delivery of an Access Easement - Ft. Frederick Heritage Preserve
- [14.](#) First Reading of an Ordinance authorizing the conveyance of real property known as Automobile Place to the Town of Hilton Head Island
- [15.](#) Authorization for the County Administrator to negotiate a contract for Security Upgrade for the Beaufort County Detention Center in the amount of \$1,502,088.50
- [16.](#) Request to Purchase two (2) International HX620 6x4 Dump Trucks from Carolina International Trucks, Inc. for \$329,557.36

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## END OF CONSENT AGENDA

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**MINUTES  
COUNTY COUNCIL OF BEAUFORT COUNTY  
REGULAR SESSION**

November 18, 2019

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

The electronic and print media duly notified in  
accordance with the State Freedom of Information Act.

Attendance

Present: Chairman Stu Rodman, and Council Members Paul Sommerville, Chris Hervochon, Alice Howard, York Glover, Joseph Passiment, Lawrence McElynn, Brian Flewelling, Michael Covert, Gerald Dawson and Mark Lawson

Absent:

**CALL TO ORDER**

Chairman Rodman called the meeting to order at 6:00 p.m.

**PLEDGE OF ALLEGIANCE AND INVOCATION** – Councilman Joe Passiment

**FOIA COMPLIANCE**

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

**APPROVAL OF AGENDA**

**Motion to Amend:** It was moved by Councilman Flewelling, seconded by Councilman Glover to amend the agenda to add an item regarding discussion of a paid holiday for County Employees on December 23, 2019. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

**Motion:** It was moved by Councilman Flewelling, seconded by Councilman McElynn to approve the agenda as amended. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman,

Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

## **MINUTES**

**Motion:** It was moved by Councilman Flewelling, seconded by Councilman McElynn to approve the September 23, 2019 and October 14, 2019 Council Minutes. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

## **ADDED AGENDA ITEM**

**Motion:** It was moved by Councilman Dawson, seconded by Councilman Flewelling to approve the request to make December 23, 2019 a paid holiday for County Employees by bringing the item forward at the December 9, 2019 Council Meeting. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

## **ADMINISTRATOR'S REPORT**

Administrator Ashley Jacobs announced Nilesh Desai as the new Director for the Department of Public Works and spoke a little about his work background. She gave council an update on the Able Recycling Property stating DHEC is actively taking samples to monitor the situation and will be at the Stormwater Board meeting on December 11, 2019 to provide an update. She stated that County Employees are taking the initiative to support local Charitable Events those being Race for Love, a food drive with Bluffton Self Help, Toys for Tots, and Wreaths Across America. Lastly, Administrator Jacobs announced she has appointed Dale Butts, the Register of Deeds, to head up an internal committee called the "Creative Team" with the task being figuring out way to boost morale amongst employees and create more joy in the workplace.

## **LIAISON REPORTS**

Councilwoman Howard stated that the town of Port Royal was pleased to hear about the progress at Fort Frederick and the Sands Boat Landing. She announced the Port Royal Shed is still up for sale. Port Royal approved a Public Defenders contract between the City of Beaufort, Town of Bluffton and Town of Port Royal. She also announced Port Royal's election results.

Councilman McElynn stated the 278 Corridor Committee continues to meet weekly in an attempt to develop recommendations to present to Hilton Head Town Council.

Councilman Covert stated he is continually amazed at the direction the County is going under Ms. Jacobs and her staff and gave a kudos to all the employees that are participating in the charitable events.

Councilman Flewelling stated SC COGS is having their annual conference in Myrtle Beach where members will receive information from Councilman Dawson, who is the Statewide President of SC COGS.

## **CHAIRMAN'S MINUTES**

Chairman Rodman announced Councilman McElynns recent appointment as President of the Association of Narcotics Agents. He also announced Councilman Flewelling' s appointment as the new council Parliamentarian.

## **CITIZEN COMMENTS:**

Skip Hoagland spoke regarding consent agenda item number five and stated is against chambers receiving a-tax dollars without accountability for how they spend the monies they.

## **CONSENT AGENDA**

Chairman Rodman asked council if there were any items they would like to lift off of the consent agenda. Councilman Hervochon requested item D.1, Councilman Flewelling requested items C.1 and E., and Councilman Covert requested item D.3.

### **Discussion:**

#### **C.1 – Approval of a Resolution to reserve \$4.235M for the planning and construction of public access and passive recreation projects on RCLP passive parks.**

Councilman Flewelling stated he thought council previously said they would not earmark any monies until there was one project with a relatively detailed plan and further commented that he knows some of the projects are not ready for prime time so he plans to vote against it or at least change the amount to 3.325.

Councilman Passiment stated in order for council to have a discussion regarding this item there must be a motion and second.

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Sommerville to approve a Resolution to reserve \$4.235M for the planning and construction of public access and passive recreation projects on RCLP passive parks.

Eric Greenway, Community Development Director, stated the referendum speaks to the fact that an amount not to exceed 20 percent would be spent on passive parks and this is an opportunity for council to go on record and show voters that the County is serious about the “not to exceed 20 percent amount” and show the public that the County is going to start developing the properties the County has been purchasing over the past several years.

Councilman Passiment inquired as to the difference between design/build and planning/construction.

Stefanie Nagid, Passive Parks Manager, stated she spoke to the Capital Improvements Projects Managers about the terminology and design/build are smaller projects that don't require a conceptual plan and don't require a lot. Planning/Construction involves a conceptual plan with

stakeholder and community input then going through civil drawings and finally bidding out for construction.

Councilman Flewelling stated the reason he is objecting to this resolution is that he was under the impression that Council would be able to make a decision for each project on an individual basis. He does not agree with reserving money when what the County really needs to do is to get busy on projects.

Councilwoman Howard stated she feels the County is getting busy on projects and to not vote for any of these is to stall the program and create less access for the public.

**Motion to Amend:** It was moved by Councilman Flewelling, seconded by Councilman Glover to remove one million for the Mobely Tract from the amount requested.

Councilman Lawson stated this is really just getting a bucket of money that we will then have to approve projects for.

The vote: YEAS: Councilman Glover, Councilman Rodman, Councilman Flewelling, and Councilman Covert. NEAS: Councilman Dawson, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman McElynn, Councilman Hervochon, and Councilman Lawson. The motion to amend failed 4:7.

**Main Motion:** The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

**D.1 – Second Reading of an Ordinance appropriating funds not to exceed \$ 822,000 from the 3% local accommodations tax funds to Penn Center, Inc. to assist with Phase I building preservation, renovation and restoration of historic buildings on the Penn Center Campuses**

Councilman Hervochon stated he voted against this Ordinance twice and plans on voting against it tonight again because it has been brought to Councils attention that this organization has tax issues and he does not feel it is appropriate for Council to give taxpayer dollars to an organization that has tax issues and hopes Council can get some clarification before the third reading.

**Motion:** It was moved by Councilman Flewelling, seconded by Councilman Glover to approve Second Reading of an Ordinance appropriating funds not to exceed \$ 822,000 from the 3% local accommodations tax funds to Penn Center, Inc. to assist with Phase I building preservation, renovation and restoration of historic buildings on the Penn Center Campuses. The vote: YEAS: Councilman Dawson, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Lawson. NEAS: Councilman Hervochon. The motion passed 10:1.

**D.3 - First Reading of an Ordinance ratifying an unauthorized lease agreement dated December 4, 2016 and terminating December 15, 2019 encumbering property owned by Beaufort County known as a portion of tms#r600 013 000 0005 0000, r600 013 000 003c 0000, and r600 008 000 003f 0000 and also voiding ab initio an unauthorized June 8, 2018 addendum attempting to extend for five (5) years the previously unauthorized lease**

Chris Inglese, Deputy County Administrator, stated at the time of the purchase from the Olsens by Rural and Critical Lands, neither the lease, access easement, or fence easement were brought before council as required and public hearings never occurred, therefore this is simply ratifying the easements allowing the county to check off the public hearing requirements.

**Motion:** It was moved by Councilman Flewelling, seconded by Councilman Passiment to approve First Reading of an Ordinance ratifying an unauthorized lease agreement dated December 4, 2016 and terminating December 15, 2019 encumbering property owned by Beaufort County known as a portion of tms#r600 013 000 0005 0000, r600 013 000 003c 0000, and r600 008 000 003f 0000 and also voiding ab initio an unauthorized June 8, 2018 addendum attempting to extend for five (5) years the previously unauthorized lease. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

Councilman Flewelling stated he made an error when requesting E.1 be pulled from the consent agenda for a separate discussion.

**Consent Agenda Main Motion:** It was moved by Councilman Passiment, seconded by Councilman Dawson to approve the consent agenda minus items C.1, D.1, and D.3. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

**ACTION ITEMS**

**9.1 - First Reading of an ordinance regarding a Text Amendment to LICP and LIEHB Districts to limit residential density to developments not located on public sewer.**

Eric Greenway stated this is an item that came out of the Lady's Island Plan Implementation Committee. Currently the ordinance only applies to the Lady's Island Community Preservation zoning classification but at the NRC meeting it was requested to look at making this amendment apply County wide. This will help manage growth and help it occur in a more orderly fashion.

**Motion:** It was moved by Councilman Flewelling, seconded by Councilwoman Howard to approve First Reading of an ordinance regarding a Text Amendment to LICP and LIEHB Districts to limit residential density to developments not located on public sewer. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment,

Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

**9.2 - Approval of a transportation impact fee credit/refund to David Hornsby in the amount of \$60,882.84**

**Motion:** It was moved by Councilman Flewelling, seconded by Councilman Passiment to approve a transportation impact fee credit/refund to David Hornsby in the amount of \$60,882.84.

Mr. Hornsby stated the City required him to do a deceleration lane and that is not normally an expenditure that building a hotel would require.

The vote: YEAS: Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson, and Councilman Lawson. NAYS: Councilman Hervochon. The motion passed 10-1.

**9.3 - Second Reading of an Ordinance to amend Beaufort County Ordinance 2019/32, FY 2019- 2020 Beaufort County Budget, to appropriate \$2,506,069 from the General Fund to cover costs associated with the Jenkins Island Safety Improvement Project.**

**Motion:** It was moved by Councilman Flewelling, seconded by Councilman Covert to approve Second Reading of an Ordinance to amend Beaufort County Ordinance 2019/32, FY 2019- 2020 Beaufort County Budget, to appropriate \$2,506,069 from the General Fund to cover costs associated with the Jenkins Island Safety Improvement Project.

Councilwoman Howard stated she could not vote to expend this money without the pending alternatives having been selected for the larger project.

Councilman Sommerville stated he is going to vote against it because he cannot see spending 10 million dollars of the taxpayer's money that they may not have to spend.

Councilman McElynn said all of the decisions being made here are being made in good faith and he is going to vote in support of this so that it can move along.

Councilman Covert said he is going to vote in favor of this because he does not want to hold it up but he does believe there is a NEPA issue Council needs to look into.

**Motion to Extend past 8:00PM:** It was moved by Councilman Hervochon, seconded by Councilman McElynn to approve extending the meeting past 8:00PM. The vote: YEAS: Councilman Hervochon, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, and Councilman Lawson. NAYS: Councilman Glover, Councilman Covert and Councilman Dawson. The motion passed 8-3.

Chairman Rodman opened the floor for public hearing.

Steve Donaldson, Windmill Harbor Resident, spoke regarding his concern for the speed at which the 278 Corridor safety concerns are being addressed and plead with Council to act fast.

Carol Akers, Windmill Harbor Resident, spoke regarding the increase in traffic and the high rate of speed at which vehicles are now going and urged Council to support the presented ordinance and this project.

Nick Akers, Windmill Harbor Resident, begged Council to find the heart deep within their soul to make Jenkins Island their main priority in order to protect residents and support the Jenkins Island Safety Project.

Bruce Maston, M.D., Windmill Harbor Resident, supports delaying the safety improvement project until the State gives their report about the overall project. Dr. Maston also turned in a petition signed by 150 Windmill Harbor owners that take his position.

Linda Schilder, Windmill Harbor Resident, spoke in favor of the Jenkins Island Safety Improvement project and fears for the safety of the residents.

Skip Hoagland, Windmill Harbor Resident, spoke regarding the Jenkins Island traffic safety issues and pleaded with Council to move the proposed ordinance to a third reading stating there is a life-threatening situation for Windmill Harbor Residents.

Mike Garigan, Windmill Harbor Resident and Chairman of the Windmill Harbor Traffic Committee, spoke regarding the Jenkins Island ordinance and stated he has concerns about the lack of transparency Traffic Engineering has.

Charles Perry, Windmill Harbor Resident, addressed the Environmental issues that were raised and stated he does not ever see there being an environmental issue with what has been presented.

Kevin Perkinson, Windmill Harbor Resident, spoke regarding the Jenkins Island traffic safety project and urged Council to support it.

Chairman closed public hearing

Councilman Hervochon stated the Jenkins Island project has been 10 years in the works and to say you want to wait for the broader 278 Project is short sided and he very enthusiastically supports the proposed ordinance.

Councilman McElynn stated he will support the proposed ordinance because its important and he doesn't think it can wait any longer.

The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. NAYS: Councilwoman Howard, Councilman Dawson, Councilman Sommerville, and Councilman Rodman. The motion passed 7-4.



### **CITIZEN COMMENTS:**

Mike Williams spoke regarding his concern about trees being cut down since they are buffers.

### **EXECUTIVE SESSION**

**Motion:** It was moved by Councilman Flewelling, seconded by Councilman Passiment to go into Executive Session. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 11-0.

### **MATTERS ARISING OUT OF EXECUTIVE SESSION**

**Motion:** It was moved by Councilman Flewelling, seconded by Councilman Passiment to approve the County Opting out of the National Opioid Litigation. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 10-0.

**Motion:** It was moved by Councilman Flewelling, seconded by Councilman Passiment to authorize the County Administrator to retain the firm of Gentry Locke with the contract not to exceed \$75,000, to investigate delinquent stormwater fees. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Sommerville, Councilman Dawson and Councilman Lawson. NAYS: Councilman Rodman and Councilwoman Howard. The motion passed 9-2.

The meeting adjourned at 9:17 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

Stewart H. Rodman, Chairman

ATTEST:

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

Ratified:



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS AND UTILITY EASEMENT FOR A PORTION OF A RIGHT OF WAY OWNED BY BEAUFORT COUNTY KNOWN AS CASSIDY DRIVE OFF BUCKWALTER PARKWAY IN BULFFTON TOWNSHIP SOUTH CAROLINA

#### Council Committee:

Public Facilities Committee December 2, 2019

#### Meeting Date:

December 9, 2019

#### Committee Presenter (Name and Title):

Rob McFee, Director of Construction, Engineering and Facilities

#### Issues for Consideration:

Conveying an Access and Utility Easement to BJWSA for a portion of parcel R610 022 000 1125 0000 located on Cassidy Drive.

#### Points to Consider:

BJWSA needs the easement to provide various water/sewer functions in the Cassidy Drive area.

#### Funding & Liability Factors:

N/A

#### Council Options:

Approve or Not Approve Access and Utility Easement to BJWSA.

#### Recommendation:

Approve Access and Utility Easement to BJWSA

**Ordinance No. 2020/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS AND UTILITY EASEMENT FOR A PORTION OF A RIGHT OF WAY OWNED BY BEAUFORT COUNTY KNOWN AS CASSIDY DRIVE OFF BUCKWALTER PARKWAY IN BLUFFTON TOWNSHIP SOUTH CAROLINA.**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No. R610 022 000 1125 0000 Right of Way located in the Town of Bluffton, also known as Cassidy Drive off of Buckwalter Parkway; and

**WHEREAS**, Beaufort Jasper Water Sewer Authority has requested that Beaufort County grant an Access and Utility Easement of said property for the purpose of accessing, constructing and servicing various water/sewer functions more particularly described in document entitled “Access and Utility Easement” prepared by the Law firm of Tupper, Grimsley, Dean & Canandy, P.A (attached as Exhibit “A”) and shown on a plat entitled "Easement Plat, Access & Utility Easement within Cassidy Drive, Portion of Buckwalter" prepared by Thomas & Hutton, certified by Robert K. Morgan, III, SCPLS, dated November 14, 2019 attached as Exhibit “B”; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested Access and Utility Easement attached as Exhibit “A” and more particularly shown as "Easement Plat, Access & Utility Easement within Cassidy Drive, Portion of Buckwalter" attached as Exhibit “B”; and

**WHEREAS**, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** that the County Administrator is hereby authorized to execute any and all necessary documents for the conveyance of an Access and Utility Easement for a portion of a right of way owned by Beaufort County and as described on the attached Exhibit “A” (Access and Utility Easement) and Exhibit “B” (Easement Plat, Access & Utility Easement within Cassidy Drive, Portion of Buckwalter).

DONE this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

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Sarah W. Brock, Clerk to Council

Third and Final Reading

Public Hearing

Second Reading

First Reading

# EXHIBIT "A"

This instrument was prepared by the law firm of  
Tupper, Grimsley, Dean & Canaday, P.A.  
611 Bay Street  
Beaufort, SC 29902  
843/524-1116

TG&D File #0075

\*\*\*\*\*AREA ABOVE THIS LINE RESERVED FOR RECORDING\*\*\*\*\*

STATE OF SOUTH CAROLINA    )  
  )    ACCESS AND UTILITY EASEMENT  
COUNTY OF BEAUFORT         )

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Beaufort County (hereinafter referred to as "Grantor") whose address is PO Box 1228, Beaufort, SC 29902, and Beaufort-Jasper Water & Sewer Authority of 6 Snake Road, Okatie, South Carolina 29909 (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is the owner of the property described herein, known as Cassidy Drive, a portion of Buckwalter, Town of Bluffton, Beaufort County, South Carolina; and

WHEREAS, Grantor desires to grant to Grantee a permanent utility easement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Beaufort County, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and no other valuable consideration, in hand paid, the receipt and legal sufficiency of which is hereby acknowledged, has bargained and sold, and by these presents, subject to the terms and conditions contained herein, does bargain, sell, convey, transfer and deliver unto Grantee a permanent utility easement, including the perpetual rights to enter upon the real estate hereinafter described, for the purposes intended herein, to-wit: to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Easement Area, various water/sewer main and service lines, manholes, hydrants, valves, meters, and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business, or that of municipal, public or private systems, for the provision of water and sewer services to the Grantor's property, together with the right of ingress, egress, and access to and from, and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

Together with the right, from time to time, to trim, cut, or remove trees, underbrush and other obstructions that are over, under, or through a strip of land, within the Easement Area; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting, or removing) caused by BJWSA in maintaining or repairing said water/sewer main and service lines, hydrants, valves, and meters, shall be borne by such Grantee. The parties to this Agreement agree that if any patching or repair and/or replacement of pavement and/or curbing is required as a result of the actions of BJWSA, said patchwork will be the sole responsibility of the BJWSA. Notwithstanding the foregoing, BJWSA will be responsible to repair and/or replace any other damage such Grantee causes to other utility lines servicing the Grantor's property or

any permanent improvement thereupon and agrees to put the Easement Area, to include landscaping, back to its pre-construction condition (to the extent Grantee is responsible therefor).

The permanent easement hereby granted to the Grantee consists of a strip of land as hereinafter described on property as shown on the drawing referenced herein and more particularly described as follows (herein referred to as "Easement Area"):

ALL that certain piece, parcel or tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, consisting of 0.215 acres, 9,385 SF, more or less, and lying within the right-of-way of Cassidy Drive as will be more fully shown on that certain plat entitled "Easement Plat, Access & Utility Easement within Cassidy Drive, Portion of Buckwalter" prepared by Thomas & Hutton, certified by Robert K. Morgan, III, SCPLS, dated November 14, 2019, a copy of which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_.

This being a portion of the property conveyed to the Grantor herein by deeds recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Records Book 3710 at Page 141 and Deed Book 3710 at Page 147.

TAX REF: R600 022 000 1125 0000 (PORTION OF)

AND ALSO, the Grantor grants to the Grantee the right and authority to approve the location of any additional utility easement that might be located within the above-described easement.

To have and to hold said permanent easement unto the Grantee, its Successors and Assigns, forever.

Grantor hereby covenants with the Grantee that it is lawfully seized and possessed of the real estate above-described, that it has good lawful right to convey it, or any part thereof, and that it will forever warrant and forever defend the title thereto against the lawful claims of its successors and assigns.

WITNESS the hands and seals of the undersigned the date and year first above-written.

IN THE PRESENCE OF:

GRANTOR:

COUNTY OF BEAUFORT

\_\_\_\_\_  
witness signature

\_\_\_\_\_  
(printed name of witness)

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
(printed name of Notary Public)

By: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
Ashley M. Jacobs  
(printed name)

Its: Beaufort County Administrator  
(printed title)

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF CHARLESTON     )

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named County of Beaufort by Ashley M. Jacobs its County Administrator, sign, seal and as its act and deed, deliver the within written instrument, and that s/he with the other witness above-named witnessed the execution thereof.

SWORN TO BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public signature)

\_\_\_\_\_  
(printed name of Notary Public)  
Notary Public for South Carolina  
My Commission Expires:

\_\_\_\_\_  
witness signature

\_\_\_\_\_  
(printed name of witness)

IN THE PRESENCE OF:

GRANTEE:

BEAUFORT-JASPER WATER &  
SEWER AUTHORITY

\_\_\_\_\_  
witness signature

\_\_\_\_\_  
(printed name of witness)

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
(printed name of Notary Public)

By: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(printed name)

Its: \_\_\_\_\_  
(printed title)

STATE OF SOUTH CAROLINA )

)

COUNTY OF BEAUFORT )

)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he  
saw the within named Beaufort-Jasper Water & Sewer Authority by \_\_\_\_\_  
its \_\_\_\_\_ sign, seal and as its act and deed, deliver the within written  
instrument, and that s/he with the other witness above-named witnessed the execution thereof.

SWORN TO BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public signature)

\_\_\_\_\_  
(printed name of Notary Public)

Notary Public for South Carolina

My Commission Expires:

\_\_\_\_\_  
witness signature

\_\_\_\_\_  
(printed name of witness)



Z:\25732\25732.1000\Survey\DWG\25732.1000s.plt BJWSA Esmt.dwg - Nov 14, 2019 - 6:50:51 AM

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	235.00'	20.62'	S 89°31'30" E	20.62'	5°01'42"
C2	235.00'	13.83'	S 79°55'43" E	13.83'	3°22'21"

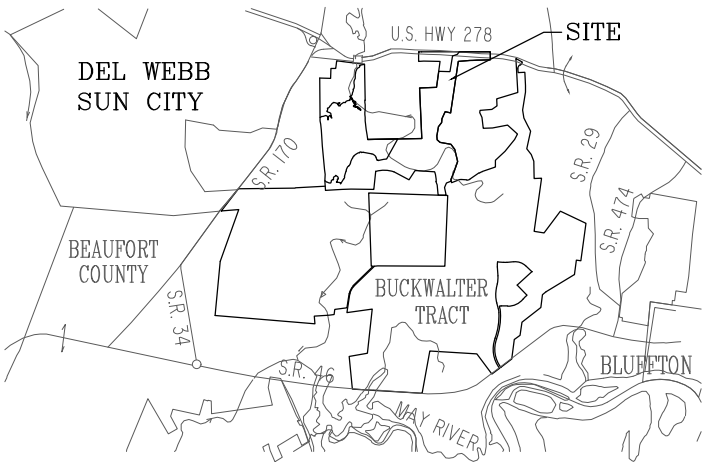
LINE TABLE		
LINE	BEARING	LENGTH
L1	N 02°58'01" W	15.01'
L2	N 85°17'12" E	35.72'
L3	N 01°47'16" W	10.98'
L4	N 87°22'07" E	15.00'
L5	S 01°47'16" E	10.54'
L6	N 86°02'44" E	18.80'
L7	N 86°08'00" E	221.14'
L8	N 11°45'16" E	2.03'
L9	N 43°47'36" E	4.86'
L10	S 43°47'36" W	5.45'
L11	N 86°08'00" E	25.85'
L12	S 78°14'33" E	30.37'
L13	S 11°45'27" W	3.62'
L14	S 86°08'00" W	76.83'
L15	N 11°45'16" E	35.32'
L16	S 78°14'44" E	23.99'
L17	S 11°45'16" W	10.00'
L18	N 78°14'44" W	40.00'
L19	N 02°37'53" W	10.00'
L20	N 11°45'16" E	30.54'
L21	S 86°02'44" W	26.53'
L22	S 85°17'12" W	43.26'

NOTES

- TAX MAP NO. (PARENT TRACT): R610 022 000 1125 0000.
- ACCORDING TO F.I.R.M. MAP NO. 450025, PANEL 0055D & 0085D, REVISED SEPTEMBER 29, 1986, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED OUTSIDE A FLOOD HAZARD AREA IN ZONE C.
- COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
- THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
- A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
- THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.
- FOR WETLAND BUFFERS AND SETBACKS REFER TO BUCKWALTER P.U.D. AND ANNEXATION DOCUMENTS.
- PLAT REFERENCES: PB 150 PAGE 33.

EXHIBIT "B"

GRID NORTH



VICINITY MAP not to scale

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EASEMENT PLAT  
ACCESS & UTILITY  
EASEMENT WITHIN  
CASSIDY DRIVE  
PORTION OF  
BUCKWALTER

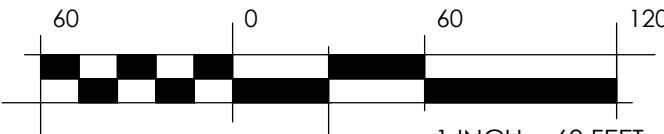
TOWN OF BLUFFTON  
BEAUFORT COUNTY, SOUTH CAROLINA

prepared for  
BJWSA



50 Park of Commerce Way  
Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com



plat 11-14-19 drawn LPO reviewed RKM field N/A crew N/A

job 25732.1000

SHEET 1 OF 1

BUCKWALTER PARKWAY 120' R/W

953.3' TO U.S. HIGHWAY NO. 278

20' UTILITY EASEMENT

50' PUD BUFFER

CASSIDY DRIVE R/W VARIES

ACCESS & UTILITY  
EASEMENT  
9,385 SF  
0.215 AC.

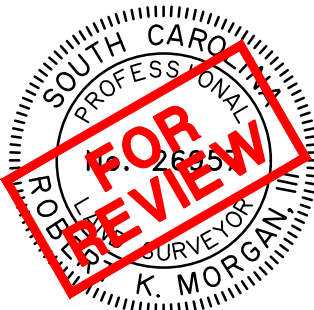
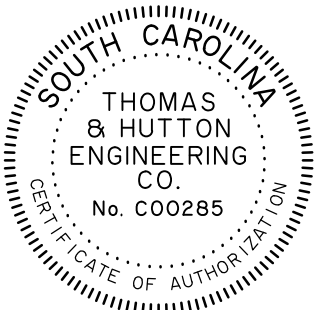
N/F PARCEL C1, LLC  
PB 150, PAGE 33  
R610 022 000 1122 0000

N/F VINEYARD BLUFFTON, LLC  
PB 150, PAGE 33  
R610 022 000 1121 0000

N/F BEAUFORT COUNTY  
PB 150, PAGE 33  
R610 022 000 1125 0000

N/F RAYMOND A. AND  
JOHNNIE S. BOYLES, TRUSTEE  
R600 022 000 0013 0000

BJWSA  
PUMP STATION  
CPI64



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

ROBERT K. MORGAN, III  
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 26957

LEGEND

- MEANDER POINT (NO MONUMENT)
- CONCRETE MONUMENT (FOUND)
- IRON PIPE (FOUND)



## COUNTY COUNCIL OF BEAUFORT COUNTY

### BUSINESS LICENSE DEPARTMENT

PO DRAWER 1228, BEAUFORT, SC 29901-1228

OFFICE (843) 255-2270 FAX (843) 255-9411

[www.bcgov.net](http://www.bcgov.net)

TO: Clerk to County Council

FROM: Edra Stephens, Director

DATE: January 2, 2020

SUBJECT: Hawkers and Peddler Permit Report

---

Listed below are the fees collected from the sale of hawkers and peddlers permit for calendar year 2019.

During the calendar year 2019, we issued 4 hawkers and peddlers permits @ \$75.00. The fees collected totaled \$300.00. The current fee schedule is as follows:

County Resident	\$	75.00
State Resident	\$	500.00
Out of State	\$	1,000.00

The following vendors are exempt from the Hawker and Peddler Permit requirements: vendors of newspapers, magazines, vegetables, tobacco, and all agricultural products.



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

**Item Title:**

Request County Council Approval of Contract Award to Preferred Materials for Year 3 of the Beaufort County Road Resurfacing Project

**Council Committee:**

County Council

**Meeting Date:**

January 27, 2020

**Committee Presenter (Name and Title):**

David L. Thomas, Purchasing Director

**Issues for Consideration:**

Approved by the Public Facilities Committee on January 21, 2020. A pavement condition report was prepared by F&ME Consultants dated July 19, 2017. This report serves as a basis for evaluating pavement maintenance and preservation methods for the Beaufort County roadway network. Year 3 recommendations was presented and approved by BCTC in May 2019 resulting in solicitation IFB #102419E, Beaufort County Road Resurfacing Year 3. Preferred Materials, Inc. was the sole bidder and analysis of the bid revealed no apparent cause for rejection. Preferred Materials, Inc. is a responsive bidder and is in compliance with the County's IFB #102419E.

**Points to Consider:**

An Engineer's estimate was prepared based on the costs of the completed Beaufort County Road Resurfacing Year 2 project. A summary of the estimate is as follows:

Total Estimated Project Cost:	\$2,670,674.00
Total Estimated Project and Alternate Cost:	\$3,191,750.00

Preferred Materials, Inc. provided a cost \$132,935 lower than the Engineer's estimate:

Total Estimated Project Cost:	\$2,670,674.00
Total Estimated Project and Alternate Costs:	\$3,191,750.00

Of the Total Estimated Project and Alternate Cost, \$402,600.00 is Full Depth Patch (FDP) Allowances established for the Owners benefit and will be paid only for materials actually used for allowance items.

**Funding & Liability Factors:**

Preferred Materials, Inc. Schedule of Prices grand total including alternate is \$2,678,520.00. With a 10% contingency of \$267,852.00 and a FDP Allowance of \$402,600.00, the total project cost is \$3,348,972.00. The funding for the project is Beaufort County Transportation C Funds with a current balance of \$00.00.

**Council Options:**

Recommend Award to Preferred Materials, Inc., or  
Do not Recommend Award to Preferred Materials, Inc.

**Recommendation:**

Recommend County Council Award the Contract to Preferred Materials, Inc., for the 3rd year of the Counties Road Project in the amount of \$2,678,520 including the alternate, with a contingency of \$267,852 and a FDP allowance of \$402,600. The total project cost for the 3rd year is \$3,348,972.





David L Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353

**COUNTY COUNCIL OF BEAUFORT COUNTY****PURCHASING DEPARTMENT**

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

**TO:** Councilman Brian Flewelling, Chairman, Public Facilities Committee

**FROM:** David L Thomas, CPPO, Purchasing Director

**SUBJ:** New Contract as a Result of Solicitation  
IFB 102419E, Beaufort County Road Resurfacing Year 3 Projects

**DATE:** 01/21/2020

**BACKGROUND:**

A pavement condition report was prepared by F&ME Consultants dated July 19, 2017. This report serves as a basis for evaluating pavement maintenance and preservation methods for Beaufort County roadway network. Based on this report, the attached Bid Tab shows the roads and associated treatment types identified in the year 3 paving plan.

An Engineer's estimate was prepared based on the costs of the completed Beaufort County Road Resurfacing Year 2 project. A summary of the estimate is as follows:

Total Estimated Project Cost:	\$2,670,674.00
Total Estimated Project and Alternate Costs:	\$3,191,750.00

On October 24, 2019, Beaufort County received one bid for IFB #102419, Beaufort County Road Resurfacing Year 3 Projects from Preferred Materials, Inc. Analysis of the bid submitted revealed no apparent cause for rejection. Preferred Materials, Inc. is a responsive bidder and provided a cost \$110,630 lower than the Engineer's estimate. A summary of the bid is as follows:

Total Base Bid Cost:	\$2,679,715.00
Total Base Bid and Alternate Costs:	\$3,081,120.00

Of the Total Estimated Project and Alternate Costs, \$402,600.00 is Full Depth Patch (FDP) Allowances established for the Owners benefit and will be paid only for materials actually used for allowance items.

**VENDOR INFORMATION:**

Preferred Materials, Inc.

**COST:**

\$3,348,972.00


**FUNDING:**

Preferred Materials, Inc. Schedule of Prices grand total including alternate is \$2,678,520.00. With a 10% contingency of \$267,852.00 and a FDP Allowance of \$402,600.00, the total project cost is \$3,348,972.00. The funding for the project is Beaufort County Transportation C Funds with a current available balance of \$4.3 million.

Funding approved: ☒ By: aholland Date: 01/08/2020  
**FOR ACTION:** Beaufort County Public Facilities Committee January 21, 2020.

**RECOMMENDATION:**

On November 20, 2019, Beaufort County Transportation Committee approved funding and recommend contract award to Preferred Materials, Inc. Additionally, staff recommends award to Preferred Materials, Inc.

Attachment:  Road Resurfacing.pdf  
6.11 MB  No file attached

cc: Ashley Jacobs, County Administrator

Approved: ☒ Date: 01/08/2020

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: ☒ Date: 01/08/2020

Robert McFee, PE, Division Director, Construction, Engineering

Approved: ☒ Date: 01/08/2020

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

**After Initial Submission, Use the Save and Close Buttons**

### Year 3 Recommendations

Item	ROAD NAME	Approx Length	TERMINI DESCRIPTION	TREATMENT TYPE	ENGINEERS ESTIMATE	
Malphrus		1.07	Fording Island to Foreman Hill	Asphalt Rejuvenator	\$	22,560
Arrow		0.06	Hwy 278 to New Orleans	Asphalt Rejuvenator	\$	2,125
Starfish		0.15	Folly Field to Sand Dollar	Asphalt Rejuvenator	\$	2,149
Beach City		0.65	Wm Hilton to traffic circle	Asphalt Rejuvenator	\$	20,760
Leg O Mutton		0.70	Marshland to Indigo Run Traffic Circle	Asphalt Rejuvenator	\$	17,606
New Orleans		0.75	Wm Hilton Pkwy to Pope Ave	Asphalt Rejuvenator	\$	13,200
Bluffton Parkway		2.46	Okatie Hwy to Buckwalter Parkway	Asphalt Rejuvenator	\$	89,815
McCracken Circle		1.00	Buckwalter Pkwy to Buckwalter Pkwy	Asphalt Rejuvenator	\$	19,200
		<b>6.84</b>	<b>TOTAL RECLAMITE</b>		<b>\$</b>	<b>187,416</b>
						<b>\$120/SY</b>
Bluffton Parkway		4.5	Simmonsle to Buckingham Plantation	Micro Surfacing	\$	692,208
Red Cedar St		0.16	Bluffton Pkwy to Hornbeam St	Micro Surfacing	\$	19,484
Buckingham Plantation Dr		0.25	Fording Island to Bluffton Pkwy	Micro Surfacing	\$	38,456
Shendian Park Circle		0.59	Fording Island to Fording Island	Micro Surfacing	\$	75,630
		<b>5.50</b>	<b>TOTAL MICRO SURFACING</b>		<b>\$</b>	<b>825,779</b>
			<b>FDP Allowance</b>		<b>\$</b>	<b>226,862</b>
					<b>\$</b>	<b>1,052,641</b>
Rivers End		0.35	Okatie Hwy to Terminus	HMA Overlay	\$	110,753
Bluff Rd		0.12	Sam's Point to Planters Circle	HMA Overlay	\$	36,918
Longstaple Court		0.06	Planters Circle to Terminus	HMA Overlay	\$	31,944
Cotton Court		0.03	Planters Circle to Terminus	HMA Overlay	\$	17,569
Parkside Dr		1.24	Buckwalter Pkwy to Terminus	HMA Overlay	\$	413,274
Persimmon St		0.73	Shendian Park Circle to Hornbeam St	HMA Overlay	\$	280,729
Oakview Rd		0.56	Spanish Wells Rd to Spanish Wells Rd	HMA Overlay	\$	186,640
		<b>3.10</b>	<b>TOTAL HMA Overlay</b>		<b>\$</b>	<b>1,077,827</b>
			<b>FDP Allowance</b>		<b>\$</b>	<b>73,488</b>
					<b>\$</b>	<b>1,151,316</b>
Lake Point Dr		0.81	Bluffton Pkwy to Terminus	Thin Lift Overlay	\$	177,606
Southwood Park Dr		0.29	Wm Hilton Pkwy to Terminus	Thin Lift Overlay	\$	76,305
		<b>1.10</b>	<b>TOTAL PMTLS</b>		<b>\$</b>	<b>253,911</b>
			<b>FDP Allowance</b>		<b>\$</b>	<b>25,391</b>
					<b>\$</b>	<b>279,302</b>
		<b>16.54</b>	<b>GRAND TOTAL</b>		<b>\$</b>	<b>2,670,674</b>
<b>POTENTIAL ADDITIONAL WORK</b>						
Dolphin Point		1.50	Islands Causway to Terminus	HMA Overlay	\$	366,332
Fiddlers Pond		0.11	Dolphin Point to Dolphin Point	HMA Overlay	\$	27,302
Cordgrass Loop		0.16	Dolphin Point to Dolphin Point	HMA Overlay	\$	39,699
Indigo Loop		0.23	Dolphin Point to Dolphin Point	HMA Overlay	\$	55,482
		<b>2.00</b>	<b>Total Alternate</b>		<b>\$</b>	<b>487,816</b>
			<b>FDP Allowance</b>		<b>\$</b>	<b>33,260</b>
					<b>\$</b>	<b>521,076</b>
<b>Total Base Bid and Alternate w/ FDP</b>					<b>\$</b>	<b>3,191,750</b>



# Schedule of Prices

Bidder: \_\_\_\_\_ Preferred Materials Date: 10.24.2019 Addendum 1.2 & 3  
 IFB #102419E - Beaufort County Roads Resurfacing - Year 3 Acknowledged

Preferred Materials						
Item	ROAD NAME	Approx Length	TERMINI DESCRIPTION	TREATMENT TYPE	QTY	GOST
	Malphrus	1.07	Fording Island to Foreman Hill	Asphalt Rejuvenator	19,300	\$72,375.00
	Arrow	0.06	Wm. Hilton Pkwy to New Orleans	Asphalt Rejuvenator	1,900	\$3,800.00
	Starfish	0.15	Folly Field to Sand Dollar	Asphalt Rejuvenator	1,900	\$3,800.00
	Beach City	0.65	Wm Hilton to traffic circle (including circle)	Asphalt Rejuvenator	18,600	\$37,200.00
	Leg O Mutton	0.70	Marshland to Indigo Run Traffic Circle (excluding circle)	Asphalt Rejuvenator	14,500	\$29,000.00
	New Orleans	0.75	Wm Hilton Pkwy to Pope Ave	Asphalt Rejuvenator	13,600	\$27,200.00
	Bluffton Parkway	2.46	Okatie Hwy to Buckwalter Parkway	Asphalt Rejuvenator	72,000	\$144,000.00
	McCracken Circle	1.00	Buckwalter Pkwy to Buckwalter Pkwy	Asphalt Rejuvenator	18,000	\$36,000.00
TOTAL ASPHALT REJUVENATOR						\$353,375.00
	Bluffton Parkway	4.5	Simmonsville to Buckingham Plantation	Micro Surfacing	156,000	\$1,131,000.00
	Red Cedar St	0.61	Bluffton Pkwy to Ninth Ave	Micro Surfacing	9,500	\$52,250.00
	Buckingham Plantation Dr	0.25	Fording Island to Bluffton Pkwy	Micro Surfacing	5,800	\$33,060.00
	Sheridan Park Circle	0.59	Fording Island to Fording Island	Micro Surfacing	8,300	\$58,930.00
	Oakview Rd	0.56	Spanish Wells Rd to Spanish Wells Rd	Micro Surfacing	9,000	\$47,700.00
Total Area of resurfacing (SY)						N/A
6" FDP Allowance 5% of Total Area Above						
					9,430	\$282,900.00
TOTAL MICRO SURFACING ( Total Includes FDP Allowance)						\$1,605,840.00
6.51						

## Schedule of Prices

Rivers End	0.36	Okatie Hwy to Terminus	165 LB/SY surface D overlay (no mill, FDP as req'd)	1	LS	\$136,200.00
Bluff Rd	0.12	Sam's Point to Planters Circle	165 LB/SY surface D overlay (no mill, FDP as req'd)	1	LS	\$27,400.00
Bluff Rd - Planters Circle	NA	Intersection only	Mill 1" add 18" shoulder at radius, overlay 135 LB/SY surface D	1	LS	\$7,700.00
Parkside Dr	1.24	Buckwalter Pkwy to Terminus	125#/SY surface D overlay (no mill, FDP as req'd)	1	LS	\$164,700.00
Persimmon St	0.51	Sheridan Park Circle to Bluffton Pkwy	125#/SY surface D overlay (no mill, FDP as req'd)	1	LS	\$86,100.00
Longstable Court	0.06	Planters Circle to terminus	Leveling and 135 LB/SY surface D	1	LS	\$19,800.00
Cotton Court	0.03	Planters Circle to terminus	Leveling and 135 LB/SY surface D	1	LS	\$14,000.00
			Total HMA (tons)	2,560	NA	
			Total Area of resurfacing (SY)	37,000	NA	
			6" FDP Allowance 5% of SY Total	1,850	SY	\$55,500.00
2.32			TOTAL HMA Overlay ( Total Includes FDP Allowance)			\$511,400.00
Lake Point Dr	0.81	Buckwalter Pkwy to Terminus	Thin Lift Overlay - 80 LB/SY surface E	1	LS	\$136,200.00
Southwood Park Dr	0.29	Wm Hilton Pkwy to Terminus	Thin Lift Overlay - 80 LB/SY surface E	1	LS	\$48,000.00
			Total HMA (tons)	664	NA	
			Total Area of resurfacing (SY)	16,600	NA	
			6" FDP Allowance 5% of Total	830	SY	\$24,900.00
1.10			TOTAL PMTLS			\$209,100.00
16.77			GRAND TOTAL (Includes All Allowances)			\$2,679,715.00



Alternate Bid										
#1	Dolphin Point	1.50	Islands Causeway to Terminus	135 LB/SY surface D overlay	1	LS		\$256,000.00		
	Fiddlers Pond	0.11	Dolphin Point to Dolphin Point	135 LB/SY surface D overlay	1	LS		\$16,900.00		
	Cordgrass Loop	0.16	Dolphin Point to Dolphin Point	135 LB/SY surface D overlay	1	LS		\$23,400.00		
	Indigo Loop	0.23	Dolphin Point to Dolphin Point	135 LB/SY surface D overlay	1	LS		\$33,500.00		
				Total HMA (tons)	1,770		NA			
				Total Area of resurfacing (SY)	26,200		NA			
				6" FDP Allowance 5% of SY Total	1,310	SY		\$39,300.00		
		2.00								
				TOTAL ALTERNATE (Includes FDP Allowance)						\$379,100.00
#2	Bluffton Parkway		Crosswalks	8" White Crosswalk	5,700	LF		\$15,105.00		
	Bluffton Parkway		Stop Bars	24" White Stop Bar	900	LF		\$7,200.00		
				Total Alternate (Pavement Markings)						\$22,305.00
	UNIT PRICES									
			Leveling - SCDOT Surface D or E		\$95.00	Per Ton			\$	
			6" FDP - SCDOT Intermediate C		\$30.00	Per SY			\$	

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF BEAUFORT         )

**CONTRACT**  
**No. IFB 102419E**  
Beaufort County Road Resurfacing Year 3 Projects

**THIS CONTRACT** (hereinafter the "Contract") entered into this 31 day of December, 2019 between the **COUNTY OF BEAUFORT**, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter the "County") and **Preferred Materials, Inc.** (hereinafter the "Contractor"). ("Party" as to each; collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the County has sought to contract with an independent contractor for the furnishing of all labor, supervision, materials and equipment required to perform and complete enhancement work to the Beaufort County Roads Resurfacing Year 3 Projects, (the "Work") Phase 1 as detailed in the Contract Documents (defined below); and

**WHEREAS**, the County solicited proposals pursuant to **RFP No. 102419E** for the aforesaid Work that is needed; and

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

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

**WHEREAS**, the Contractor desires to provide the aforesaid services pursuant to the terms and conditions contained below;

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

**SECTION ONE**

**Definitions**

Unless the context clearly requires otherwise, all capitalized terms used in this Contract shall have the meanings set forth in this Section One.

"Commencement Date" means the date specified in the Notice to Proceed as the date on which the Contractor shall begin providing the Work.

"Contract Documents" means all exhibits, attachments, specifications, and any addenda to this Contract that are incorporated by reference into this Contract and which are marked as follows:

IFB 102419E

Exhibit A: Preferred Materials, Inc. Schedule of Prices dated 10.24.19

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

- a. As between the Contract and the Contract Documents and any other document to include, but not limited to, the plans or specifications, the Contract shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall notify the County immediately upon discovery of same, and the County will notify the Contractor of the resolution.
- c. Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

Certain publications shall also govern the Work hereunder, unless otherwise provided herein, and are also hereby incorporated by reference.

"Contract Price" means the price listed in the Contract for the Work to be received in return.

"Contractor" has the meaning assigned above to that term, and includes that company's agents, employees, and representatives.

"Contract Quantities" means the estimated quantities listed on the bid form.

"County" means County of Beaufort, a public body politic and corporate and political subdivision of the State of South Carolina.

"Engineer" means the Project Engineer for the County, acting directly or through its duly designated representative, such representative acting within the scope of particular duties assigned to it or of the authority given it. For purposes of this Contract and the Work to be performed under it, the duly designated representative of the Engineer shall be the Project Manager (as defined below).

"Final Payment" means the last payment from the County to the successful Bidder of the entire unpaid balance of the Contract sum as adjusted by any approved change orders.

"Notice to Proceed" means the written notice to be given by the County to the Contractor to commence Work under this Contract.

"Purchasing Director" means the Purchasing Director for Beaufort County.

"Project" means the "Work" and is used interchangeably with that term.

"Project Manager" shall be the field representative designated by the County to serve as project manager for the Work.

"Project Site" means the site or sites where the Work is performed. This term is used interchangeably with "Work Site."



"Work" means the work specified and described in the exhibits under "Contract Documents" to this Contract and includes, but is not limited to, materials, workmanship, manufacture and fabrication of components.

"Work Site" means the "Project Site" and is used interchangeably with that term.

## SECTION TWO

### Term

The Contractor shall complete all work (including shoulder fill, thermoplastic pavement markings and RPMs) by June 30, 2020 after issuance of a Notice to Proceed no later than February 15, 2020. The Contractor shall not commence Work prior to the issuance of a Notice to Proceed.

## SECTION THREE

### Work

Contractor agrees to perform and furnish all labor, supervision, materials, equipment, tools, machinery, transportation and supplies necessary for the completion of the Work required under this Contract in a professional and timely manner.

Work is to be completed as indicated in Section Two after the issuance of the Notice to Proceed, absent any extensions as provided in Section Five hereof.

## SECTION FOUR

### Contract Price: Payment Terms

- A. The Contractor is to perform the Work beginning on the Commencement Date until the termination of this Contract for the total, all-inclusive lump sum price of **Two Million Six Hundred Seventy Eight Thousand Five Hundred Twenty Dollars (\$2,678,520)**.
1. Does include Dolphin Point Alternate
  2. Does include Bluffton Parkway Additional Pavement Markings
  3. Does NOT include Full Depth Patch (FDP) allowances

The amount as specified may be increased or decreased by the County through the issuance of a change order or amendment. Any prices specified in Contractor's Bid or any such change order or Amendment will remain firm for the term of this Contract and any Amendment thereto.

- B. The Contractor shall submit monthly invoices itemizing all labor and materials for which payment is requested. Subject to approval of the invoice by the County, the County shall pay Contractor for the performance of the Work, including all labor and items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in the Contract Documents, on the following basis:

The Contractor shall submit invoices in the format that will be provided by the County at the preconstruction meeting. Failure to follow the format may result in payment delays.

All invoices will be processed by the County once a month. All partial payments will be based upon the Contractor's invoices, approved by the Project Manager, for the Work performed and materials

completely in place in accordance with the Contract and to the satisfaction of the Project Manager. Ten (10%) percent or Fifty-Thousand (\$50,000) Dollars whichever is less, shall be retained by the County and the remainder shall be paid to the Contractor. Retainage shall not be released until after the completion of all the Work to the satisfaction of the County.

- C. Invoices will be submitted to the Project Manager Andrea Atherton, Beaufort County Engineering Department, 2266 Boundary Street, Beaufort, S.C. 29906. Invoices will contain a reference to IFB No. 102419E, and shall include: the Period of time covered by the invoice; a Summary of work performed for the billing period; Purchase order and Contract Number; and Contractor's Tax Identification Number.
- D. If Applicable, with regard to items (which term includes, without limitation, any and all materials) in the Contract Price, the County reserves the right to increase the Contract Quantities by an amount not to exceed in value twenty (20%) percent of the total Contract Price or decrease the Contract Quantities by an amount not to exceed in value twenty (20%) percent of the total Contract Price. Payment will be made based on the unit prices submitted by the Contractor and incorporated by reference in this Contract.  
  
No claim shall be made by the Contractor for any loss of anticipated profits or unabsorbed overhead because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of work as done. If the altered or added work is of sufficient magnitude as to require additional time in which to complete the Project, such time adjustment will be made at the determination of the County.
- E. No claim by the Contractor for any adjustment under this Contract shall be allowed if asserted after Final Payment under this Contract.
- F. When the County requires substantiating information, the Contractor shall submit data justifying dollar amounts in question.
- G. Schedule of Values: Per Exhibit A Schedule of Prices dated 10.24.19

## SECTION FIVE

### Time

The Contractor agrees to punctually and diligently perform all parts of the Work at the time scheduled by the Contractor which shall be subject to change by the County as deemed necessary or convenient to the overall progress of the Project. In this connection, the Contractor agrees that the Contractor will keep itself continually informed of the progress of the job and will, upon its own initiative, confer with the County so as to plan its work in coordinated sequence with the Work of the County and of others and so as to be able to expeditiously undertake and perform the Work at the time most beneficial to the entire Project. The Contractor will be liable for any loss, costs, or damages sustained by the County for delays in performing the Work hereunder, other than excusable delays for which the Contractor may be granted an extension of time. If, in the reasonable opinion of the County, the Contractor is not complying with the progress schedule or will not meet the completion date, the County may require the Contractor to provide additional



manpower, or work overtime, or expedite materials, and the Contractor shall take the necessary steps to comply, all without increase in Contract Price.

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the County, or by any separate contractor employed by the County, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the County, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor and/or subcontractor or supplier at any tier, then the Contract time shall be extended by change order for such reasonable time, if any, as the County may determine that such event has delayed the progress of the Work or overall completion of the Work, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time, except as provided for below with regard to rain delays, shall be made in writing to the County, not more than five (5) calendar days from the beginning of the delay. The notice shall indicate the cause of the delay upon the progress of Work. If the cause of the delay is continuing, the Contractor must give written notice to the County every week that the delay continues. Within five (5) calendar days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal change order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of days extension requested, and such analysis and other documentation to demonstrate a delay in the progress of the Work or the overall Project completion. If the Contractor does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the Contractor.

Extensions of time shall be the Contractor's sole remedy for any and all delays, hindrances, or obstructions. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or obstruction in the orderly progress of the Work or delay from any cause in the progress of the Work, whether such hindrances or delays be avoidable or unavoidable. The Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid cause and agrees that the Contractor's sole right and remedy in the case of any delay, obstruction, or hindrance, shall be an extension of the time fixed for completion of the Contract. Without limitation, the County's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable, other than through an extension of time, it being acknowledged that the Contract amount includes and anticipates any and all delays, hindrances, or obstructions whatsoever from any cause, whether such be avoidable or unavoidable.

Weather delays are generally referred to as "rain days," and shall apply to days when the Work cannot be undertaken due to adverse weather conditions. Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of completion. An average number of rain days are included in the completion date determination. This was determined by the following method:

Using the National Oceanic and Atmospheric Administration (NOAA) monthly reports, all days in each month in which rainfall in any part of the day exceeded .10 inch has been calculated and averaged. These averages are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	7	6	6	9	14	14	17	11	8	6	10

Rain delays, therefore, will only be considered when the number of days in any month in which rainfall, as recorded by the weather bureau as .10 inch or greater, exceeds the number of days shown. Notwithstanding the days shown on the monthly report, time extensions for rain days will only be considered based upon actual conditions at the Project Site. If, in the opinion of the Contractor, adverse weather causes unsuitable conditions that prevent the Contractor from proceeding with the Work at any time during the term of this Contract, the Contractor shall submit written notification to the County's Representative within twenty-four (24) hours of the onset of said conditions. Notwithstanding the requirements of Section 18, the Contractor shall make a claim for time extension due to rain delays within five (5) calendar days of issuance of the NOAA monthly report.

## **SECTION SIX**

### **Insurance Requirements**

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as required below. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

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

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's IFB 102419E.

#### **INSURANCE REQUIREMENTS:**

Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228. Attention: Purchasing Director and Risk Management and with a special notation naming Beaufort County as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

1. Workers' Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
2. Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.



3. Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
4. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
5. The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall not be canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.
6. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

#### **SECTION SEVEN**

##### **Payment and Performance Security**

The Contractor shall provide and maintain payment and performance bonds in the amount of 100% of total job amount, inclusive of change orders.

#### **SECTION EIGHT**

##### **Compliance with Legal Requirements**

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

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

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

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



contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

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

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

#### **SECTION NINE** **Drug-free Workplace Act**

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

#### **SECTION TEN** **Material and Workmanship; Warranties and Representations**

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

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

- A. All equipment, materials and articles incorporated in the Work covered by the Contract and supplied by the Contractor are to meet the applicable SCIDOT Standard Specifications, unless otherwise stated herein. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Purchasing Director, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment that the Contractor contemplates incorporating in the Work. When required by this Contract or when called for by the Purchasing Director, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the County shall be at the risk of subsequent rejection by the County.
- B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Project.

- C. The Purchasing Director may, in writing, require the Contractor to remove from the Worksite any employee the Project Manager deems incompetent, careless or otherwise objectionable.
- D. In addition to any manufacturer's warranties, all workmanship and materials are warranted to be free from defects for a period of twelve (12) months after the date of Final Payment by the County.

#### **SECTION ELEVEN**

##### **Retention of Records**

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

#### **SECTION TWELVE**

##### **State and Local Taxes**

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

The Contractor shall calculate that portion of the Contract that is subject to the total South Carolina and local sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the Contractor. If the Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

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

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

#### **SECTION THIRTEEN**

##### **Independent Contractor**

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

#### **SECTION FOURTEEN**

##### **Inspection and Acceptance, No-Claim Affidavits**

- A. All Work (which term includes, but is not restricted to materials, workmanship, manufacture and fabrication of components) shall be subject to inspection and test by the County at all reasonable times and places prior to acceptance. Any such inspection and test is for the sole benefit of the County and shall not relieve the Contractor of the responsibility of providing quality supplies to comply with the Contract requirements. No inspection or test by the County shall be construed as constituting or implying acceptance of Work. Inspection or test shall not relieve the Contractor of the responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights (including warranty rights) of the County after acceptance of the completed Work. The Contractor shall conduct and pay for all tests required in the Scope of Work.
- B. The Contractor shall, without charge, replace any material or correct any workmanship found by the County not to conform to the Contract requirements, unless the County consents in writing to accept such material and workmanship with an appropriate adjustment in Contract Price. The Contractor shall promptly remove rejected material from the premises.
- C. Upon completion and acceptance of all Work, the Contractor shall provide the Project Manager with written affidavits. Such affidavits shall state that all claims arising by virtue of the Contract have been paid in full with any exceptions listed on such affidavits.
- D. Final acceptance of the completed project will be upon final payment to the Contractor. Upon final acceptance, the workmanship and material warranty period will begin.

#### **SECTION FIFTEEN**

##### **Cleanup Work**

- A. During progress of Work, Contractor will keep the Work Site and affected adjacent areas cleaned up. The Contractor will remove all rubbish, surplus materials, surplus excavates, and unneeded construction equipment so that the Work Site will be inconvenienced as little as possible.
- B. Where materials or debris have washed or flowed into or have been placed in existing watercourses, ditches, gutters, drains, pipes, or structures by work done under this Contract, the Contractor will remove and dispose of such material or debris during the progress of the Work.
- C. Upon completion of Work, the Contractor will leave all ditches, channels, drains, pipes, structures and work, etc. in a clean and neat condition.
- D. The Contractor will remove all debris from any grounds that have been occupied by the Contractor and leave the roads and all parts of the premises and adjacent site affected by the Contractor's operations in a neat and satisfactory condition.
- E. The Contractor will restore or replace, when and as directed, any public or private property damage by the Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the operations.



**SECTION SIXTEEN**  
**Conditions Affecting the Work**

- A. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understandings or representations concerning conditions or anything related to this Contract, made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.
- B. The Contractor has visited and inspected the Work Site and accepts the conditions at the Work Site as they eventually may be found to exist and warrants and represents that this Contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Contract to the contrary notwithstanding.

**SECTION SEVENTEEN**  
**Safety of Persons and Property**

- A. The following provisions are in addition to those pertinent sections contained in the standard specifications.
- B. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - (i) Employees on the Work Site and other persons who may be affected thereby; and
  - (ii) The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
  - (iii) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- C. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting and maintaining danger signs and other warnings against hazards as long as such hazards exist. The Contractor shall also promulgate safety regulations and notify owners and users of adjacent sites and utilities of all construction and related activities.

- I. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- F. The Contractor shall promptly remedy damage and loss (whether such damage or loss is insured under property insurance required by the Contract Documents or not) to property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the County or anyone directly or indirectly employed by it, or by anyone for whose acts the County may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 24, Indemnification, herein.
- G. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County.
- H. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- I. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's best discretion, to prevent threatened damage, injury or loss.

## **SECTION EIGHTEEN**

### **Change Orders**

One or more changes to the Work within the general scope of this Contract may be ordered by change order. The County may also issue construction change directives, as set forth below. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

- A. Change orders shall be submitted on the forms and pursuant to the procedures of the County. Change order shall mean a written order to the Contractor executed by the County after execution of this Contract, directing a change in the Work. A change order may include a change in the Contract Price, (other than a change attributable to damages to the Contractor for delay, which the Parties agree are not allowed under this Contract) or the time for the Contractor's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a change order, the County may also direct a change in the Work in the form of a construction change directive, which will set forth the change in the Work and the change, if any, in the Contract Price or time for performance, for subsequent inclusion in a Change order.
- B. If applicable, any change in the Contract Price resulting from a Change order shall be determined by use of the Unit Prices set forth in the Contractor's bid.
- C. The execution of a Change order by the Contractor shall constitute conclusive evidence of the Contractor's contract to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the Contractor. The Contractor, by executing the Change order, waives and forever releases any claim against the County for additional time or

compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change order.

- D. The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change orders if such notice, consent or approval is required by the County, the Contractor's surety or by law. The Contractor's execution of the Change order shall constitute the Contractor's warranty to the County that the surety has been notified of, and consents to, such Change order and the surety shall be conclusively deemed to have been notified of such Change order and to have expressly consented thereto.

## **SECTION NINETEEN**

### **Claims and Disputes**

- A. Definition. A Claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Party making the Claim. Following all limits and procedures herein shall be a condition precedent to the Contractor's entitlement to any increased compensation from any claim.
- B. Time Limits on Claims. Claims by either Party must be made within ten (10) business days after occurrence of the event giving rise to such Claim or within ten (10) business days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. An additional Claim made after the initial Claim has been implemented by change order will not be considered.
- C. Continuing Contract Performance. Pending final resolution of a Claim request for review of site conditions, request for information, or resolution of a dispute, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.
- D. Waiver of Claims; Final Payment. The making of Final Payment shall constitute a waiver of Claims by the County except those arising from:
1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
  2. Failure of the Work to comply with the requirements of the Contract Documents; or
  3. Terms of special warranties required by the Contract Documents.
- E. Claims for Additional Costs. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 17(1). If the Contractor believes additional cost is involved for reasons including but not limited to (1) an order by the County to stop the Work where the Contractor was not at fault, (2) a written order for a minor change in the Work, (3) failure of payment by the County, (4) termination of the Contract by the County, (5) other reasonable grounds, Claim shall be filed in accordance with the procedures established herein.



- F. Claims for Additional Time. See Section Five herein.
- G. Injury or Damage to Person or Property. If either Party to the Contract suffers injury or damage to person or property because of an act or omission of the other Party, of any of the other Party's employees or agents, or of others for whose acts such Party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other Party within a reasonable time not exceeding Ten (10) Business Days after first observance. The notice shall provide sufficient detail to enable the other Party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided herein.

## **SECTION TWENTY**

### **Damages for Delay**

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

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

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

Liquidated Damages for Each Day of Overrun in Contract Time per IFB 102419E shall be \$2,000 per calendar day.

Additional provisions concerning the Contractor's liability in certain specific events or circumstances are set forth throughout the Scope of Work. By signing this Contract, the Contractor expressly agrees to the terms thereof.

## **SECTION TWENTY-ONE**

### **Suspension of Work**

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

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

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

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

## **SECTION TWENTY-TWO**

### **Modification of Contract**

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

## **SECTION TWENTY-THREE**

### **Termination**

#### **A. For Convenience**

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

#### **B. For Default**

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

In the event of a default under this Section, the County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.



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

**B. Termination for Non-Appropriation of Funds**

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

**C. Rights Cumulative**

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

**SECTION TWENTY-FOUR**

**Indemnification**

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

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

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

#### **SECTION TWENTY-FIVE**

##### **Gratuities and Kickbacks**

**Gratuities** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

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

Violation of this clause may result in Contract termination.

#### **SECTION TWENTY-SIX**

##### **Labor: Subcontractors: Employment Consideration**

The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

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

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

The Contractor assumes the responsibility for assuring that its working forces are compatible with other forces on the job, and the Contractor is responsible for making himself aware of those forces. The Contractor will furnish a competent representative who is to be kept available to the site to represent the Contractor for the purpose of receiving notices, orders and instruction.

#### **SECTION TWENTY-SEVEN**

##### **Other Contracts**

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

#### **SECTION TWENTY-EIGHT**

##### **Permits and Licenses**

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

#### **SECTION TWENTY-NINE**

##### **Assignment**

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

#### **SECTION THIRTY**

##### **Controlling Law**

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

#### **SECTION THIRTY-ONE**

##### **Severance**

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid.

#### **SECTION THIRTY-TWO**

##### **County's Designated Representative(s)**

In the event that any questions or problems arise in the course of performing this Contract, Contractor shall immediately contact one or more of the following County representatives:



Andrea Atherton, Beaufort County Engineering Department (843.255.2693)  
David Thomas, Director (843.255.2304)  
Beaufort County Purchasing Department  
P.O. Drawer 1228  
Beaufort, South Carolina 29901

### **SECTION THIRTY-THREE**

#### **Notices**

Whenever any provision of this contract requires the giving of written notice, it shall be deemed to have been validly given if delivered by person or by registered mail to the following:

If to the County:

David Thomas, Director  
Beaufort County Purchasing Department  
P.O. Drawer 1228  
Beaufort, South Carolina 29901  
843-255-2304

If to the Contractor:

Preferred Materials, Inc.  
47 Telfair Place  
Savannah, GA 31415

### **SECTION THIRTY-FOUR**

#### **Non-Waiver**

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

**SECTION THIRTY-FIVE**

**Entire Contract**

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

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

**CONTRACTOR:**

**BEAUFORT COUNTY, SOUTH  
CAROLINA:**

\_\_\_\_\_  
Name: Robert Royal  
Title: President; Preferred Materials, Inc.

\_\_\_\_\_  
Ashley Jacobs  
County Administrator

**Attest:**

**Attest:**

\_\_\_\_\_

1) 1) \_\_\_\_\_

\_\_\_\_\_

2) 2) \_\_\_\_\_

At Beaufort, SC

**END**

# Schedule of Prices

Bidder: _____		Preferred Materials		Date: 10.24.2019	Addendum 1.2 &3 Acknowledged		
IFB #102419E - Beaufort County Roads Resurfacing - Year 3							
Item	ROAD NAME	Approx Length	TERMINI DESCRIPTION	TREATMENT TYPE	QTY	UNIT	COST
Preferred Materials							
	Malphrus	1.07	Fording Island to Foreman Hill	Asphalt Rejuvenator	19,300	SY	\$72,375.00
	Arrow	0.06	Wm. Hilton Pkwy to New Orleans	Asphalt Rejuvenator	1,900	SY	\$3,800.00
	Starfish	0.15	Folly Field to Sand Dollar	Asphalt Rejuvenator	1,900	SY	\$3,800.00
	Beach City	0.65	Wm Hilton to traffic circle (including circle)	Asphalt Rejuvenator	18,600	SY	\$37,200.00
	Leg O Mutton	0.70	Marshland to Indigo Run Traffic Circle (excluding circle)	Asphalt Rejuvenator	14,500	SY	\$29,000.00
	New Orleans	0.75	Wm Hilton Pkwy to Pope Ave	Asphalt Rejuvenator	13,600	SY	\$27,200.00
	Bluffton Parkway	2.46	Okatie Hwy to Buckwalter Parkway	Asphalt Rejuvenator	72,000	SY	\$144,000.00
	McCracken Circle	1.00	Buckwalter Pkwy to Buckwalter Pkwy	Asphalt Rejuvenator	18,000	SY	\$36,000.00
TOTAL ASPHALT REJUVENATOR							\$353,375.00
	Bluffton Parkway	4.5	Simmons ville to Buckingham Plantation	Micro Surfacing	156,000	SY	\$1,131,000.00
	Red Cedar St	0.61	Bluffton Pkwy to Ninth Ave	Micro Surfacing	9,500	SY	\$52,250.00
	Buckingham Plantation Dr	0.25	Fording Island to Bluffton Pkwy	Micro Surfacing	5,800	SY	\$33,060.00
	Sheridan Park Circle	0.59	Fording Island to Fording Island	Micro Surfacing	8,300	SY	\$58,930.00
	Oakview Rd	0.56	Spanish Wells Rd to Spanish Wells Rd	Micro Surfacing	9,000	SY	\$47,700.00
Total Area of resurfacing (SY)					188,600		NA
Owner allowance - Not in Contract Amount					6" FDP Allowance 5% of Total Area Above	9,430	SY
							\$282,900.00
TOTAL MICRO SURFACING ( Total Includes FDP Allowance)							\$1,605,840.00
					6.51		

## Schedule of Prices

Rivers End	0.36	Okatie Hwy to Terminus	165 LB/SY surface D overlay (no mill, FDP as req'd)	1	LS	\$136,200.00
Bluff Rd	0.12	Sam's Point to Planters Circle	165 LB/SY surface D overlay (no mill, FDP as req'd)	1	LS	\$27,400.00
Bluff Rd - Planters Circle	NA	Intersection only	Mill 1" add 18" shoulder at radius, overlay 135 LB/SY surface D	1	LS	\$7,700.00
Parkside Dr	1.24	Buckwalter Pkwy to Terminus	125#/SY surface D overlay (no mill, FDP as req'd)	1	LS	\$164,700.00
Persimmon St	0.51	Sheridan Park Circle to Bluffton Pkwy	125#/SY surface D overlay (no mill, FDP as req'd)	1	LS	\$86,100.00
Longstaple Court	0.06	Planters Circle to terminus	Leveling and 135 LB/SY surface D	1	LS	\$19,800.00
Cotton Court	0.03	Planters Circle to terminus	Leveling and 135 LB/SY surface D	1	LS	\$14,000.00
Total HMA (tons)				2,560		NA
Total Area of resurfacing (SY)				37,000		NA
Owner allowance - Not in Contract Amount			6" FDP Allowance 5% of SY Total	1,850	SY	\$55,500.00
2.32			TOTAL HMA Overlay ( Total Includes FDP Allowance)			\$511,400.00
Lake Point Dr	0.81	Buckwalter Pkwy to Terminus	Thin Lift Overlay - 80 LB/SY surface E	1	LS	\$136,200.00
Southwood Park Dr	0.29	Wm Hilton Pkwy to Terminus	Thin Lift Overlay - 80 LB/SY surface E	1	LS	\$48,000.00
Total HMA (tons)				664		NA
Total Area of resurfacing (SY)				16,600		NA
Owner allowance - Not in Contract Amount			6" FDP Allowance 5% of Total	830	SY	\$24,900.00
1.10			TOTAL PMTLS			\$209,100.00
16.77			GRAND TOTAL (Includes All Allowances)			\$2,679,715.00



# Schedule of Prices

Alternate Bid									
#1	Dolphin Point	1.50	Islands Causeway to Terminus	135 LB/SY surface D overlay	1	LS			\$266,000.00
	Fiddlers Pond	0.11	Dolphin Point to Dolphin Point	135 LB/SY surface D overlay	1	LS			\$16,900.00
	Cordgrass Loop	0.16	Dolphin Point to Dolphin Point	135 LB/SY surface D overlay	1	LS			\$23,400.00
	Indigo Loop	0.23	Dolphin Point to Dolphin Point	135 LB/SY surface D overlay	1	LS			\$33,500.00
				Total HMA (tons)	1.770		NA		
				Total Area of resurfacing (SY)	26.200		NA		
				6" FDP Allowance 5% of SY Total	1.310	SY			\$39,300.00
			TOTAL ALTERNATE (Includes FDP Allowance)						
			2.00						
#2	Bluffton Parkway		Crosswalks	8" White Crosswalk	5,700	LF			\$15,105.00
	Bluffton Parkway		Stop Bars	24" White Stop Bar	900	LF			\$7,200.00
			Total Alternate (Pavement Markings)						
</									





## **MALPHRUS ROAD**

**TERMINI: FORDING ISLAND ROAD TO FOREMAN HILL ROAD**

**TREATMENT TYPE: ASPHALT REJUVENATOR**



## **ARROW ROAD**

**TERMINI: WM. HILTON PKWY TO NEW ORLEANS ROAD**

**TREATMENT TYPE: ASPHALT REJUVENATOR**



## **STARFISH DRIVE**

**TERMINI: FOLLY FIELD ROAD TO SAND DOLLAR ROAD**

**TREATMENT TYPE: ASPHALT REJUVENATOR**





**BEACH CITY ROAD**

**TERMINI: WM. HILTON PKWY TO TRAFFIC CIRCLE  
(INCLUDING CIRCLE)**

**TREATMENT TYPE: ASPHALT REJUVENATOR**

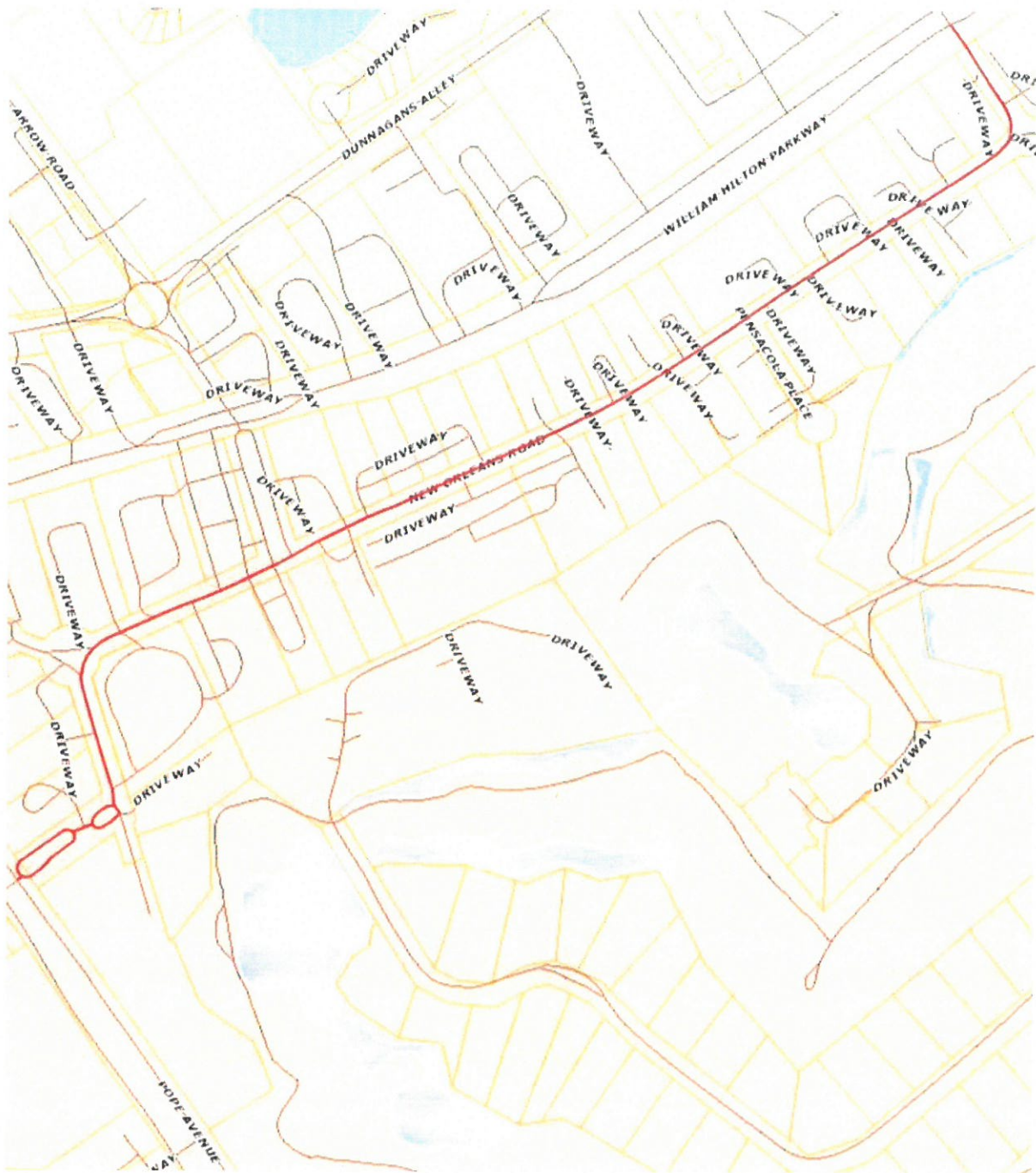


**LEG O MUTTON ROAD**

**TERMINI: MARSHLAND ROAD TO TRAFFIC CIRCLE  
(EXCLUDING CIRCLE)**

**TREATMENT TYPE: ASPHALT REJUVENATOR**



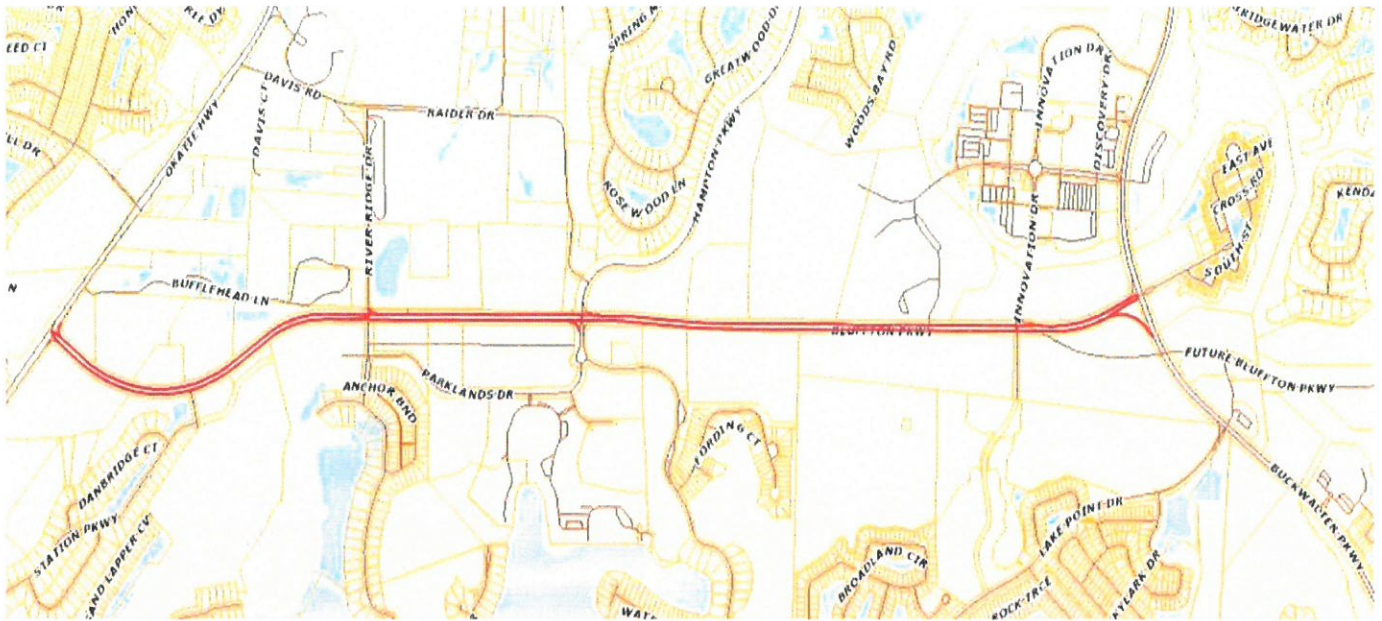


## **NEW ORLEANS ROAD**

**TERMINI: WM. HILTON ROAD TO POPE AVE**

**TREATMENT TYPE: ASPHALT REJUVENATOR**





## **BLUFFTON PARKWAY**

**TERMINI: OKATIE HWY TO BUCKWALTER PARKWAY**

**TREATMENT TYPE: ASPHALT REJUVENATOR**



## **HE MCCRACKEN CIRCLE**

**TERMINI: BUCKWALTER PKWY TO BUCKWALTER PKWY**

**TREATMENT TYPE: ASPHALT REJUVENATOR**



## **BLUFFTON PARKWAY**

**TERMINI: SIMMONSVILLE ROAD TO BUCKINGHAM  
PLANTATION DRIVE**

**TREATMENT TYPE: MIRCO SURFACING**





## **RED CEDAR STREET**

**TERMINI: NINTH AVENUE TO BLUFFTON PARKWAY**

**TREATMENT TYPE: MIRCO SURFACING**



## **BUCKINGHAM PLANTATION DRIVE**

**TERMINI: FORDING ISLAND RD TO BLUFFTON PKWY**

**TREATMENT TYPE: MIRCO SURFACING**



## **SHERIDAN PARK CIRCLE**

**TERMINI: FORDING ISLAND RD TO FORDING ISLAND RD**

**TREATMENT TYPE: MIRCO SURFACING**





## **OAKVIEW ROAD**

**TERMINI: SPANISH WELLS RD TO SPANISH WELLS RD**

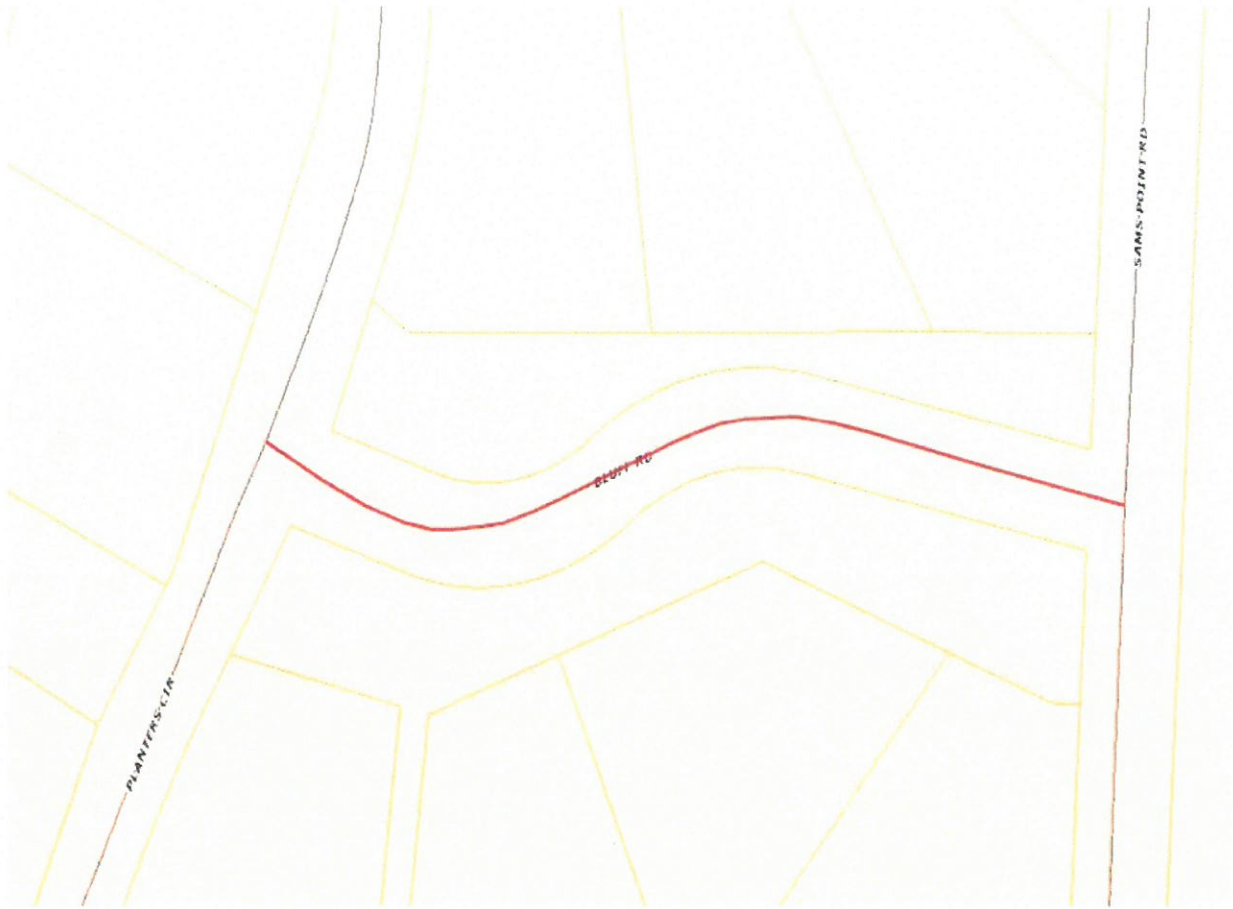
**TREATMENT TYPE: MIRCO SURFACING**



## **RIVERS END DRIVE**

**TERMINI: OKATIE HIGHWAY TO TERMINUS**

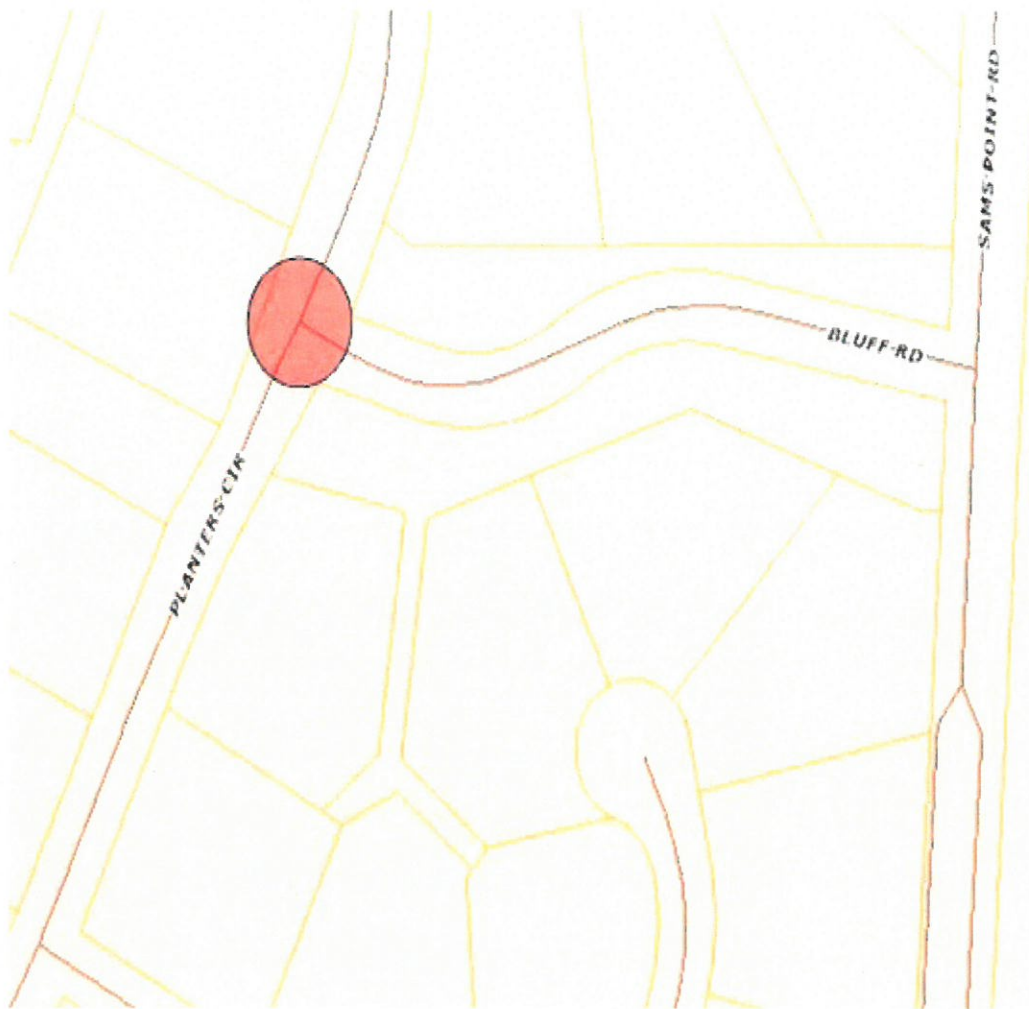
**TREATMENT TYPE: HMA OVERLAY**



## **BLUFF ROAD**

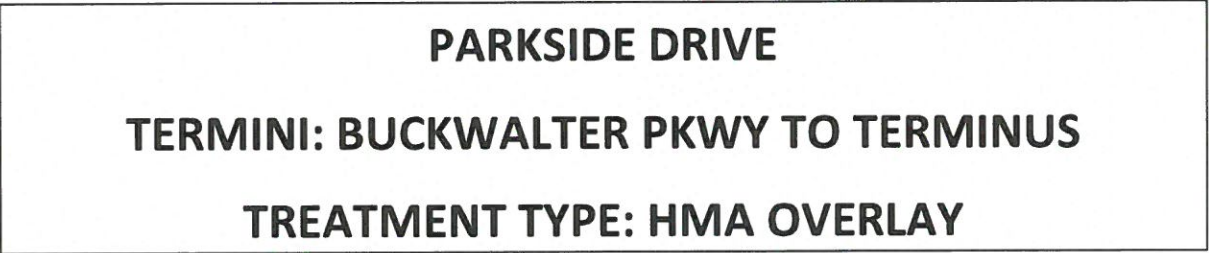
**TERMINI: SAMS POINT ROAD TO PLANTERS CIRCLE**

**TREATMENT TYPE: HMA OVERLAY**



**INTERSECTION OF BLUFF ROAD AND PLANTERS CIRCLE**  
**TREATMENT TYPE: HMA OVERLAY**





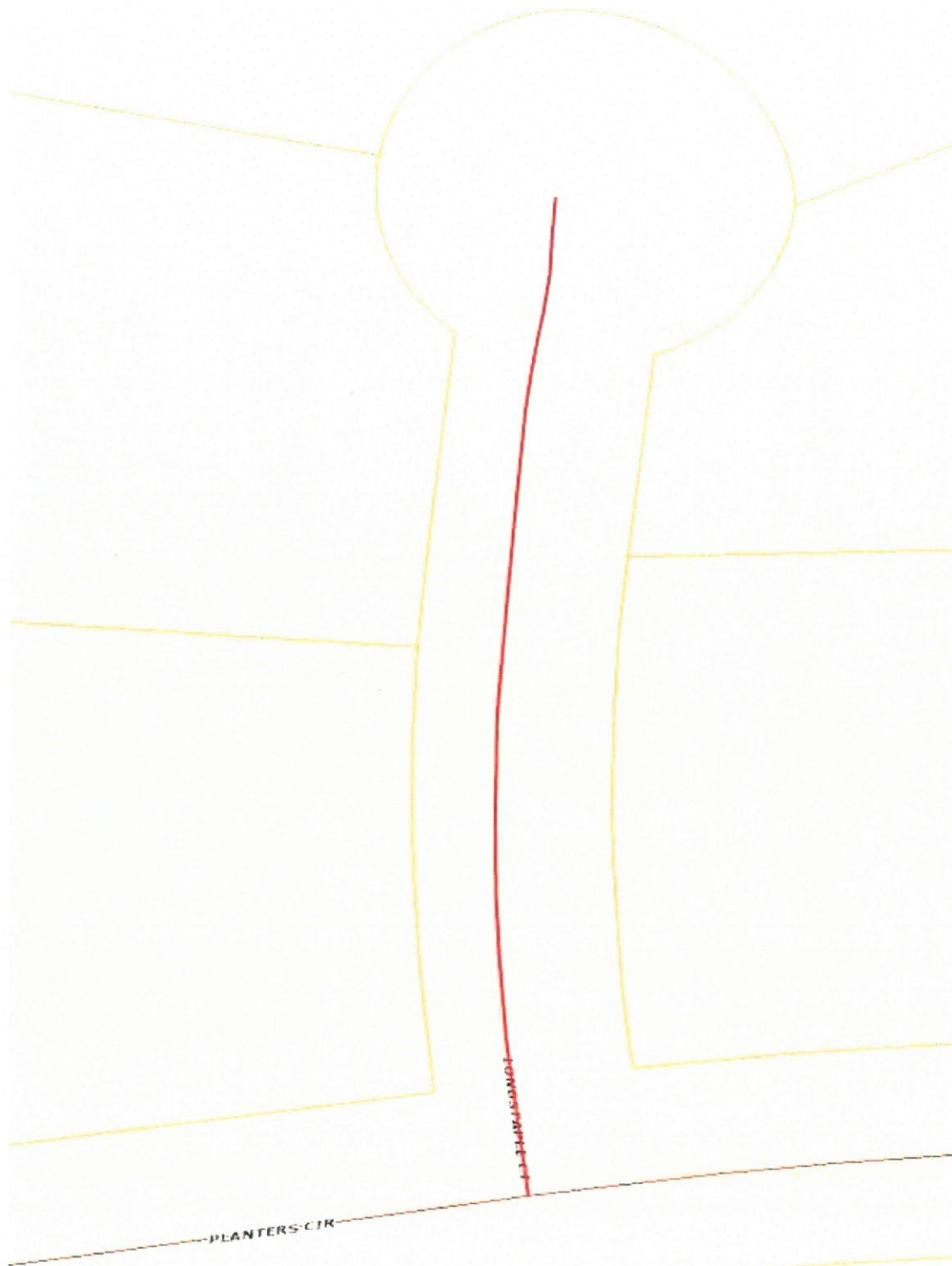
**TREATMENT TYPE: HMA OVERLAY**



**PERSIMMON STREET**

**TERMINI: SHERIDAN PARK CIRCLE TO BLUFFTON PKWY**

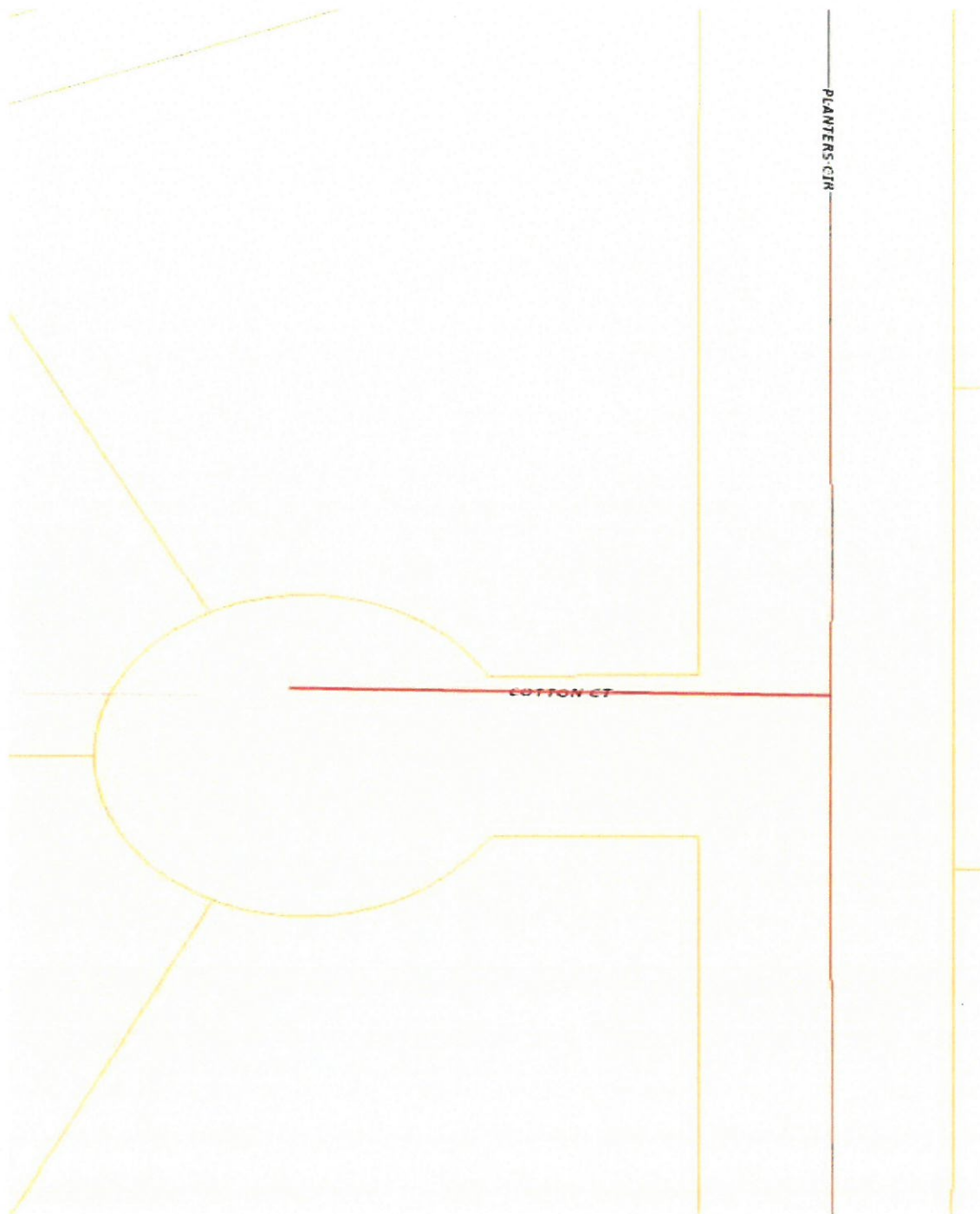
**TREATMENT TYPE: HMA OVERLAY**



## **LONGSTAPLE COURT**

**TERMINI: PLANTERS CIRCLE TO TERMINUS**

**TREATMENT TYPE: HMA OVERLAY**



## **COTTON COURT**

**TERMINI: PLANTERS CIRCLE TO TERMINUS**

**TREATMENT TYPE: HMA OVERLAY**





## **LAKE POINT DRIVE**

**TERMINI: BUCKWALTER PKWY TO TERMINUS**

**TREATMENT TYPE: THIN LIFT OVERLAY**



## **SOUTHWOOD PARK DRIVE**

**TERMINI: WM. HILTON PKWY TO TERMINUS**

**TREATMENT TYPE: THIN LIFT OVERLAY**



**DOLPHIN POINT DRIVE INCLUDING LOOPS  
(FOLLOWING PAGES)**

**TERMINI: ISLANDS CAUSEWAY TO TERMINUS**

**TREATMENT TYPE: SURFACE D OVERLAY**



### **FIDDLERS POND LOOP**

**TERMINI: DOLPHIN POINT DR TO DOLPHIN POINT DR**

**TREATMENT TYPE: SURFACE D OVERLAY**





### **CORDGRASS LOOP**

**TERMINI: DOLPHIN POINT DR TO DOLPHIN POINT DR**

**TREATMENT TYPE: SURFACE D OVERLAY**



### **INDIGO LOOP**

**TERMINI: DOLPHIN POINT DR TO DOLPHIN POINT DR**

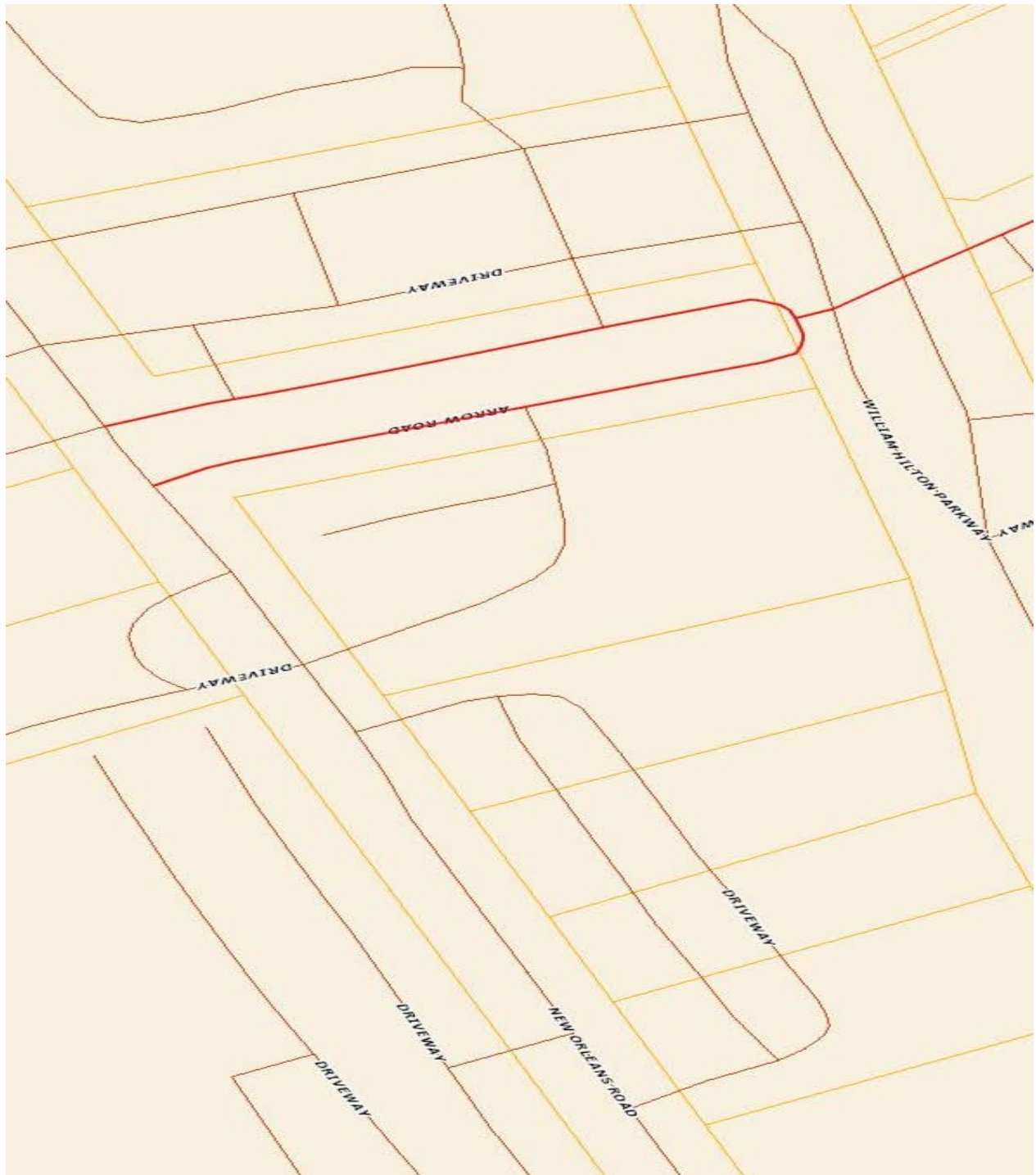
**TREATMENT TYPE: SURFACE D OVERLAY**



## **MALPHRUS ROAD**

**TERMINI: FORDING ISLAND ROAD TO FOREMAN HILL ROAD**

**TREATMENT TYPE: ASPHALT REJUVENATOR**

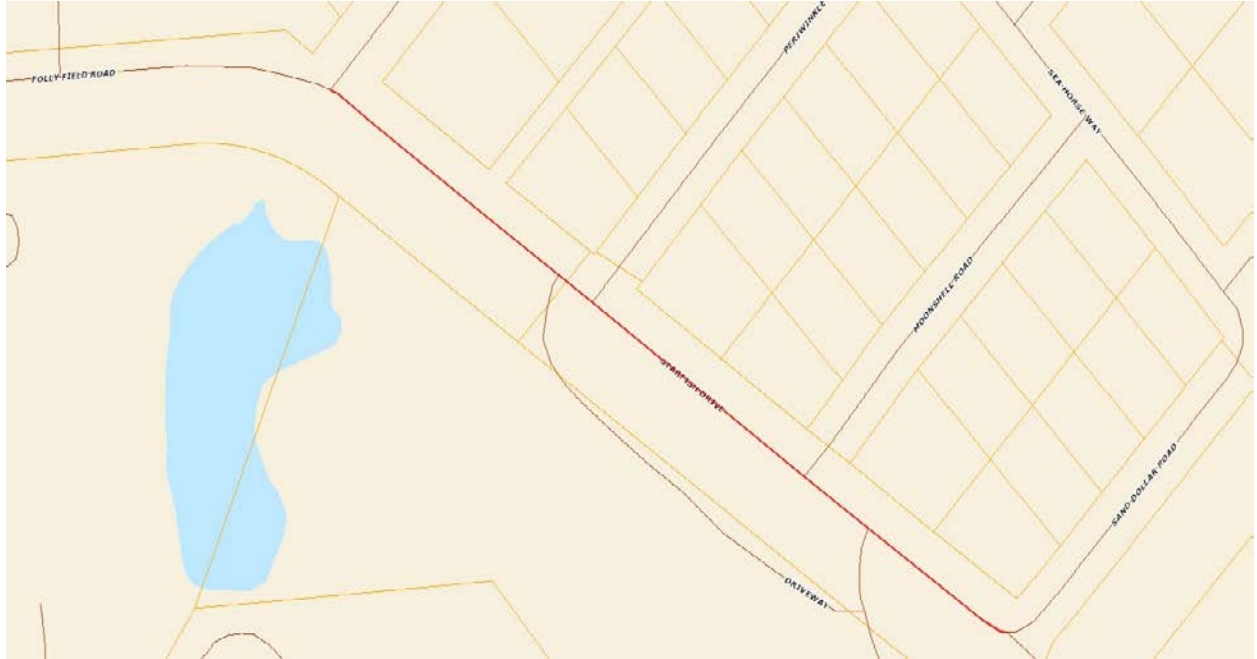


## **ARROW ROAD**

**TERMINI: WM. HILTON PKWY TO NEW ORLEANS ROAD**

**TREATMENT TYPE: ASPHALT REJUVENATOR**

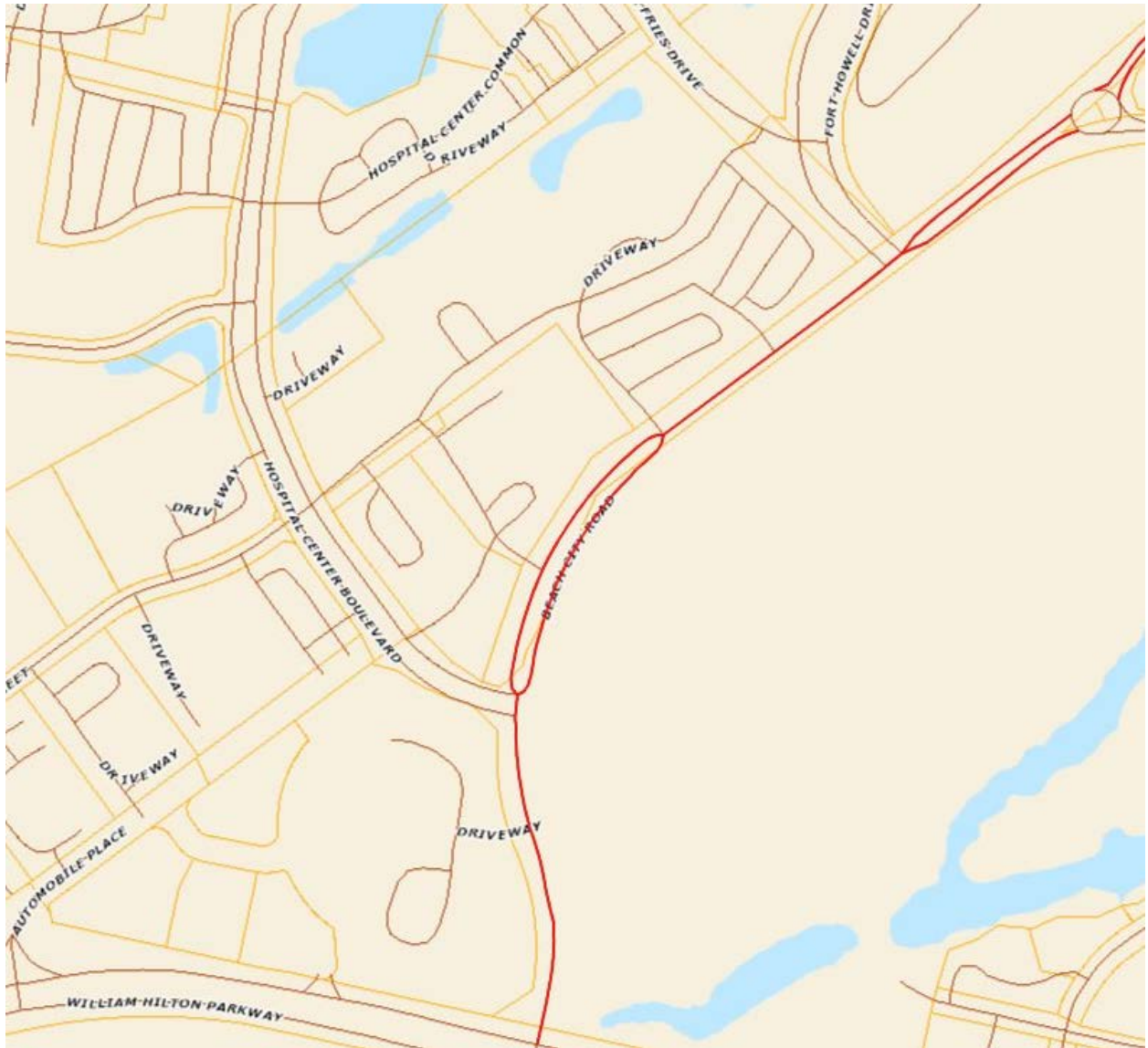




## **STARFISH DRIVE**

**TERMINI: FOLLY FIELD ROAD TO SAND DOLLAR ROAD**

**TREATMENT TYPE: ASPHALT REJUVENATOR**



# BEACH CITY ROAD

**TERMINI: WM. HILTON PKWY TO TRAFFIC CIRCLE  
(INCLUDING CIRCLE)**

## TREATMENT TYPE: ASPHALT REJUVENATOR

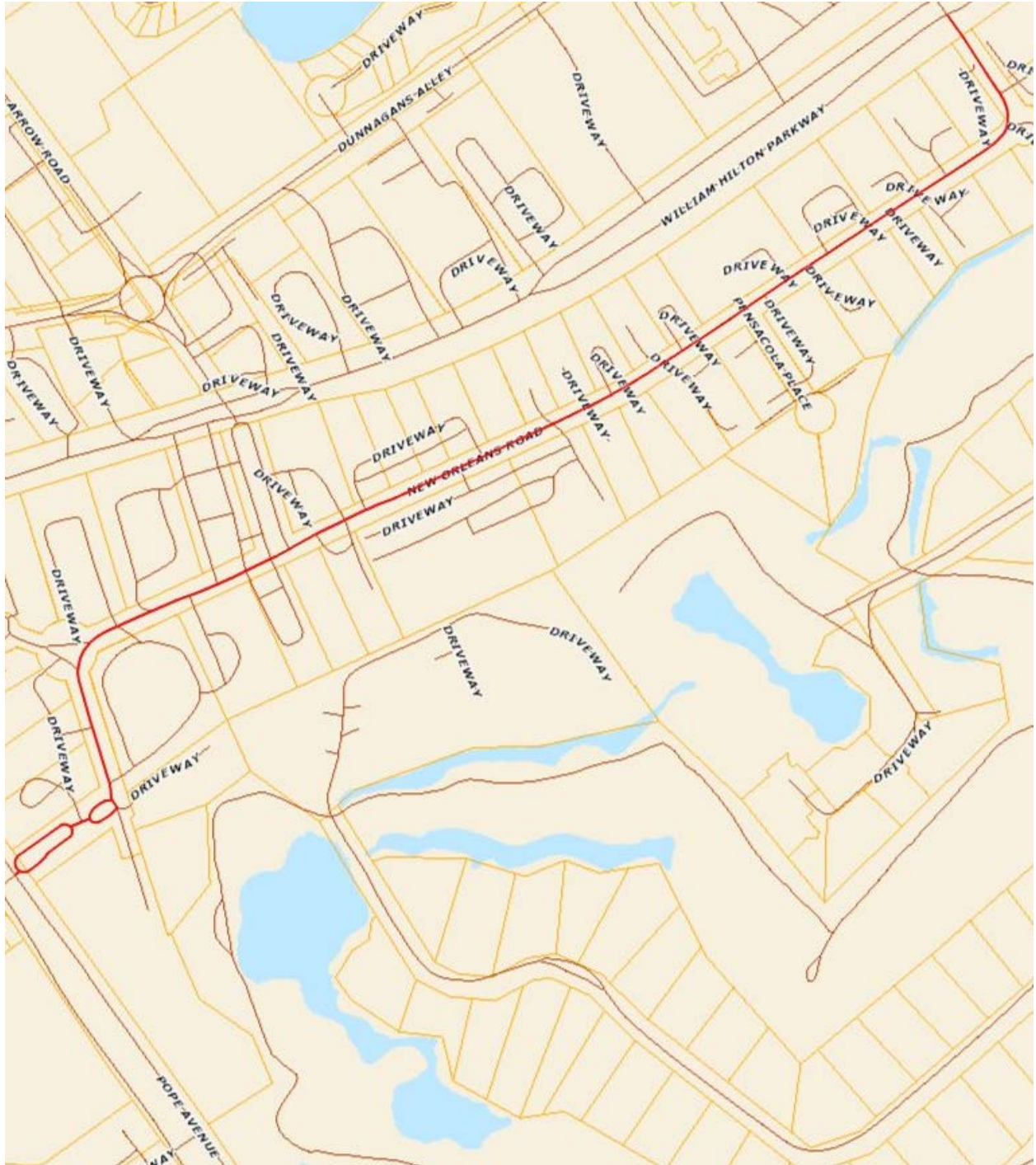


## **LEG O MUTTON ROAD**

**TERMINI: MARSHLAND ROAD TO TRAFFIC CIRCLE  
(EXCLUDING CIRCLE)**

**TREATMENT TYPE: ASPHALT REJUVENATOR**





## **NEW ORLEANS ROAD**

**TERMINI: WM. HILTON ROAD TO POPE AVE**

**TREATMENT TYPE: ASPHALT REJUVENATOR**

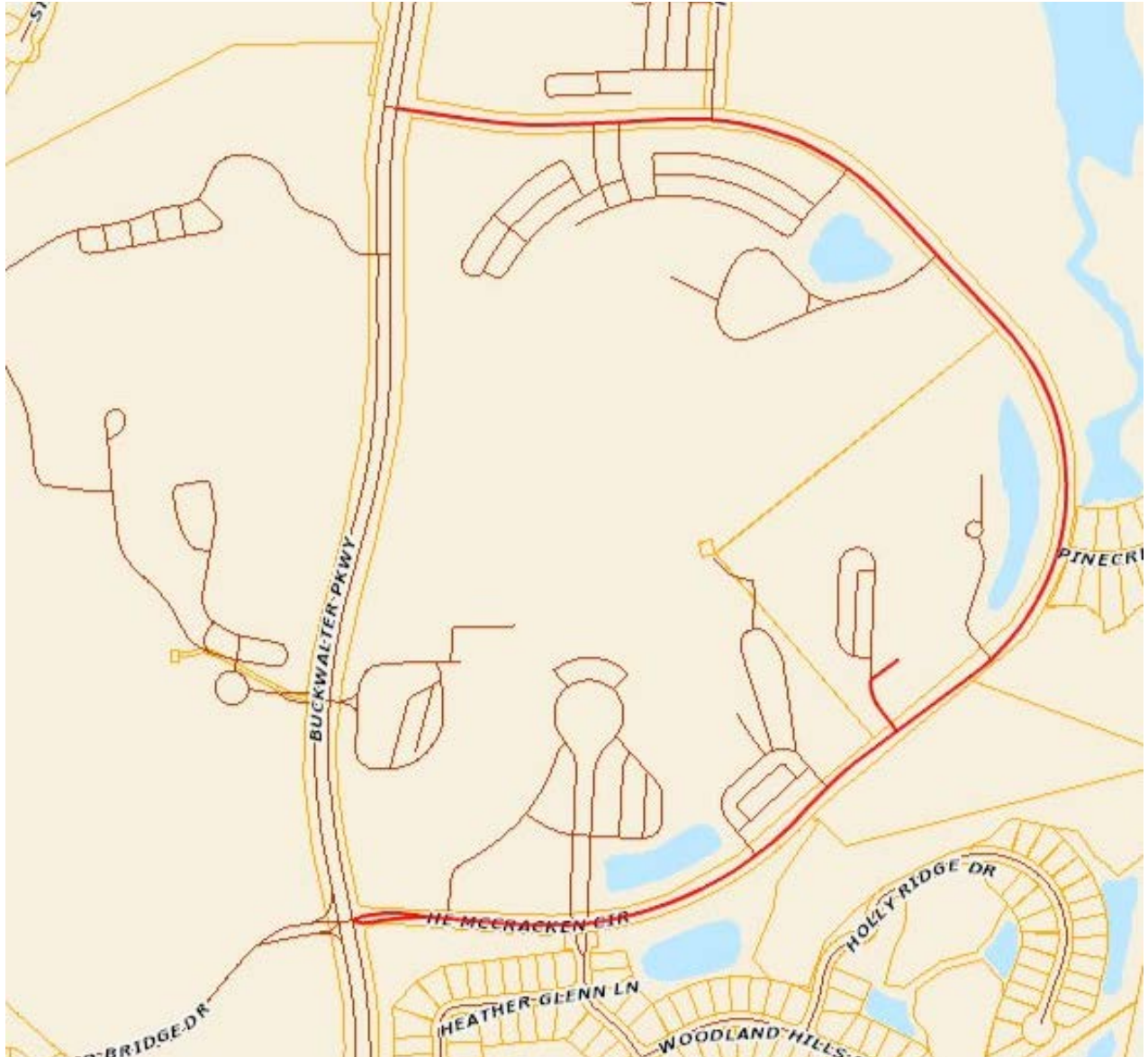




## **BLUFFTON PARKWAY**

**TERMINI: OKATIE HWY TO BUCKWALTER PARKWAY**

**TREATMENT TYPE: ASPHALT REJUVENATOR**



## **HE MCCRACKEN CIRCLE**

**TERMINI: BUCKWALTER PKWY TO BUCKWALTER PKWY**

**TREATMENT TYPE: ASPHALT REJUVENATOR**

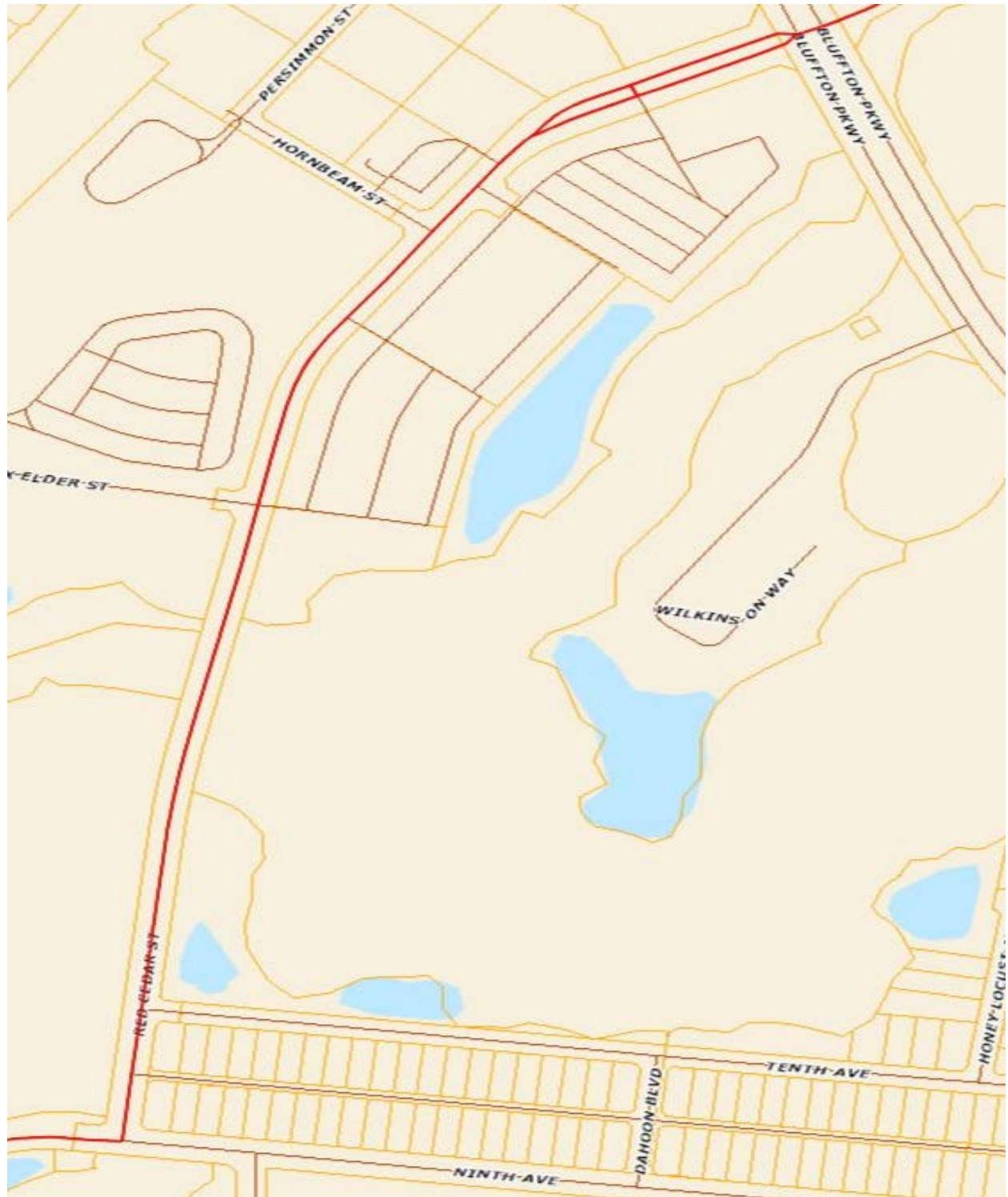


## **BLUFFTON PARKWAY**

**TERMINI: SIMMONSVILLE ROAD TO BUCKINGHAM  
PLANTATION DRIVE**

**TREATMENT TYPE: MIRCO SURFACING**



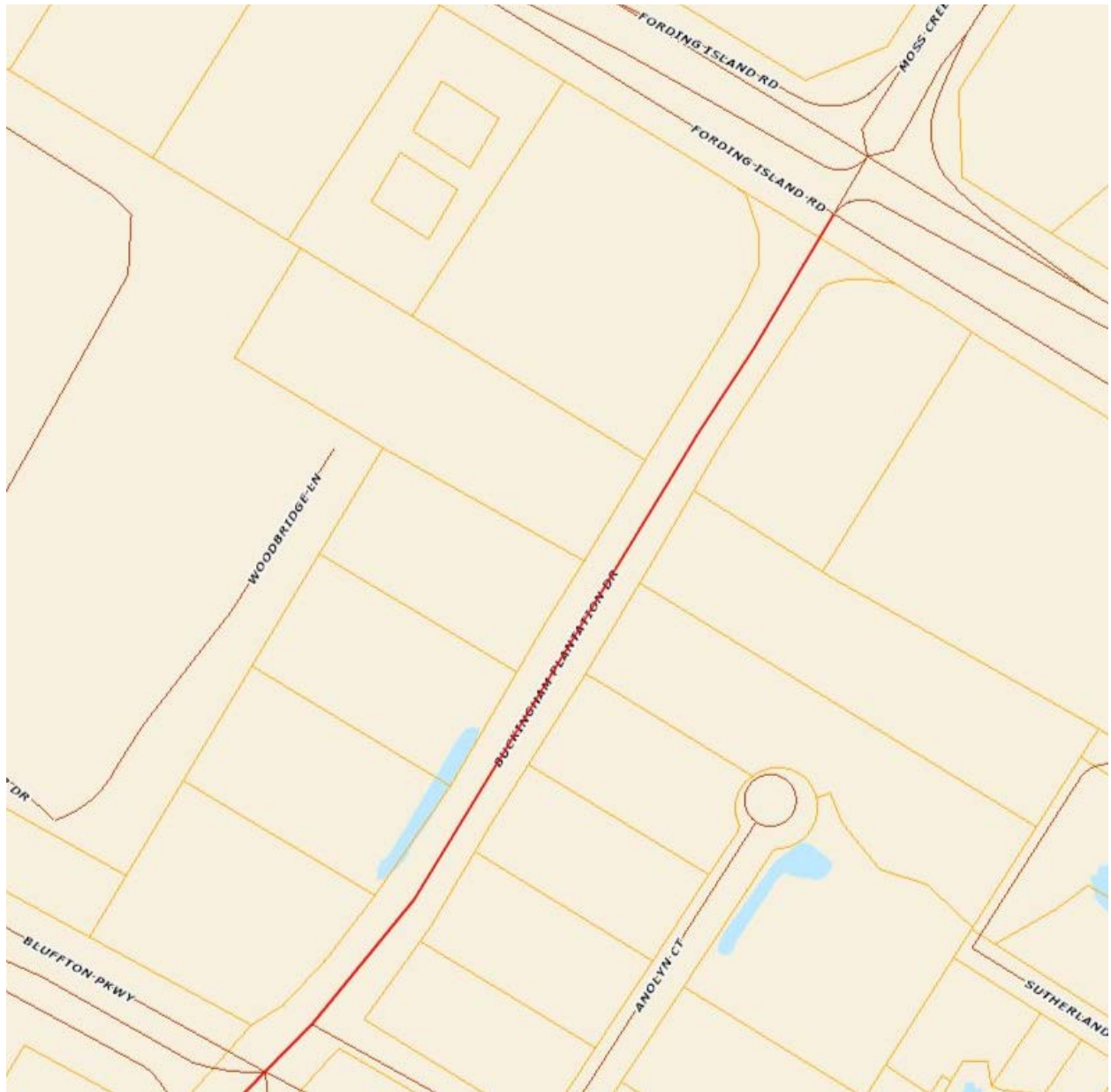


## **RED CEDAR STREET**

**TERMINI: NINTH AVENUE TO BLUFFTON PARKWAY**

**TREATMENT TYPE: MIRCO SURFACING**

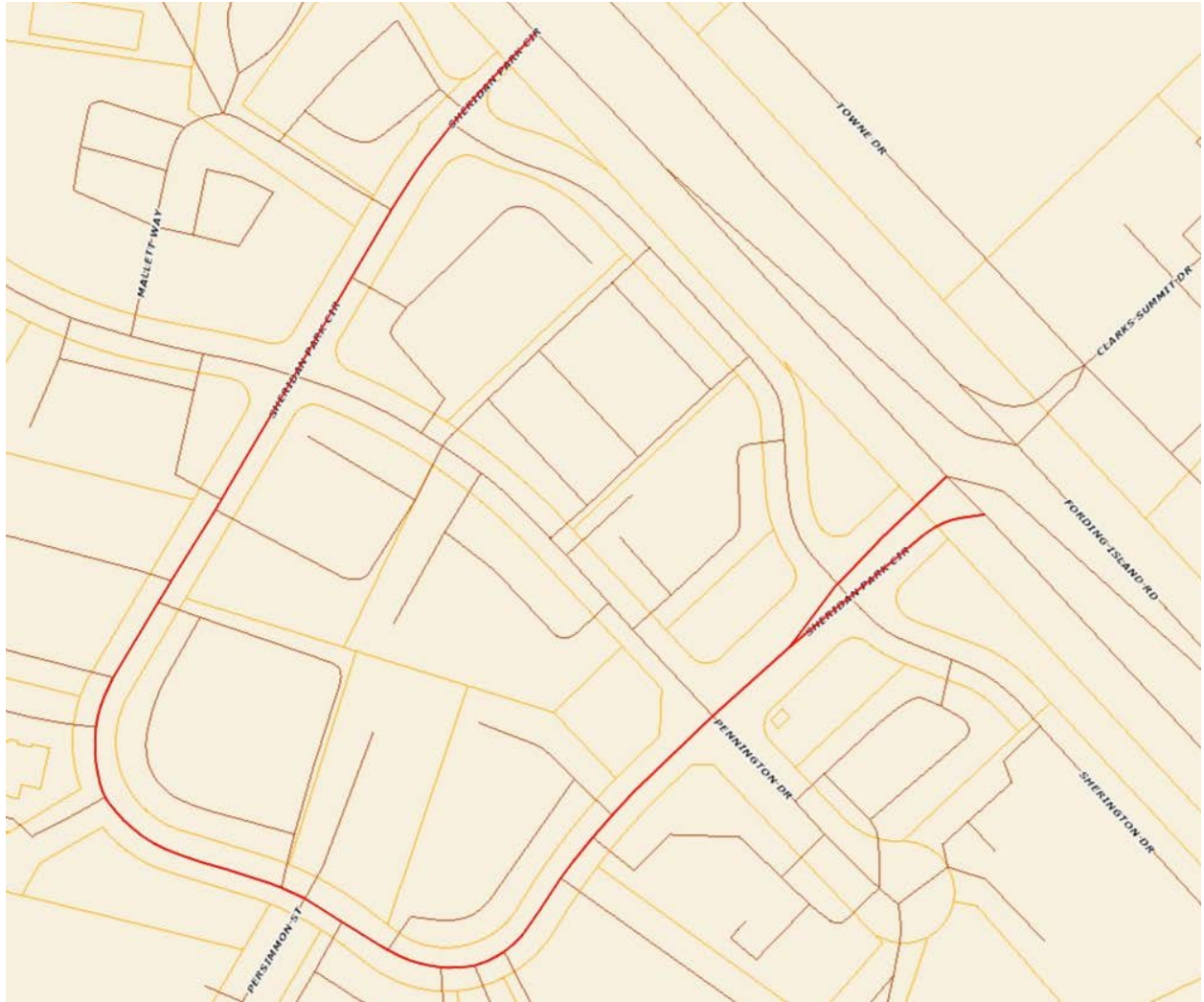




## **BUCKINGHAM PLANTATION DRIVE**

**TERMINI: FORDING ISLAND RD TO BLUFFTON PKWY**

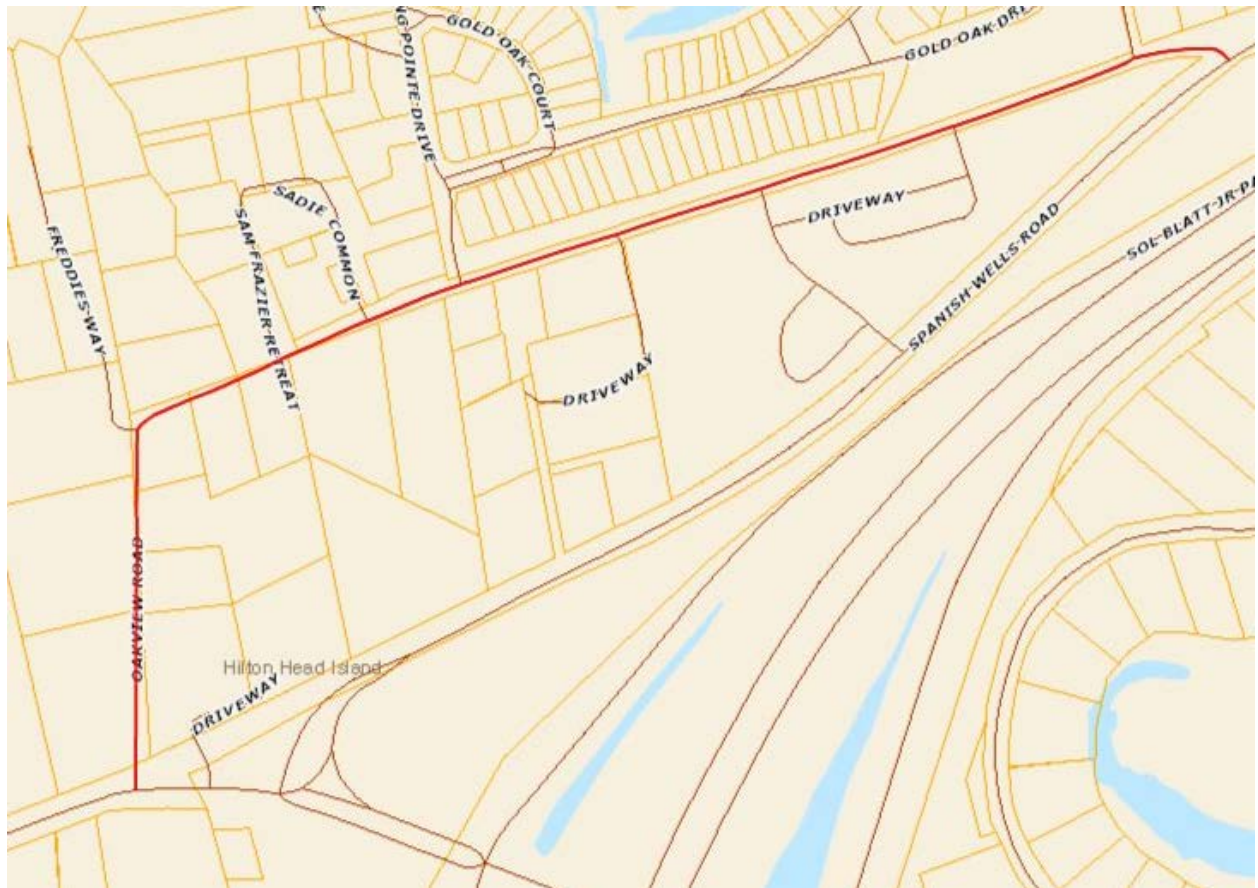
**TREATMENT TYPE: MIRCO SURFACING**



## **SHERIDAN PARK CIRCLE**

**TERMINI: FORDING ISLAND RD TO FORDING ISLAND RD**

**TREATMENT TYPE: MIRCO SURFACING**

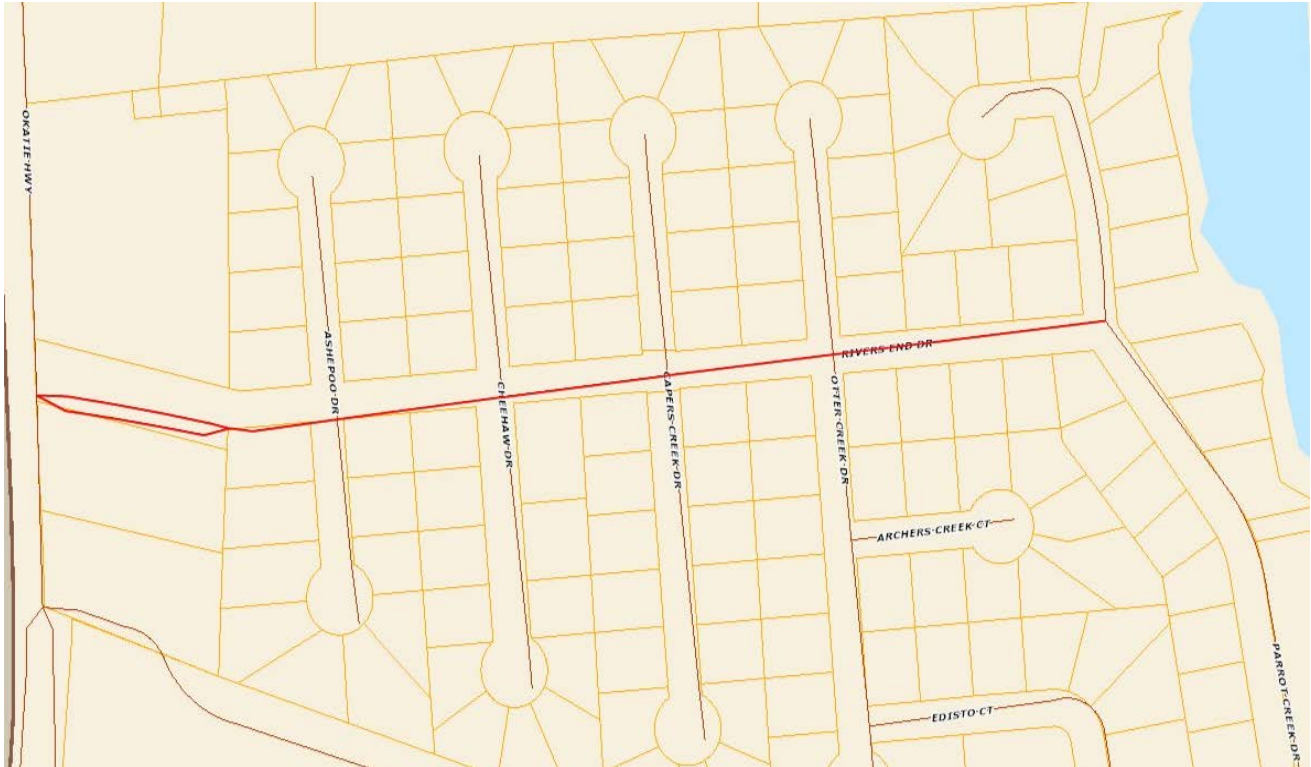


## **OAKVIEW ROAD**

**TERMINI: SPANISH WELLS RD TO SPANISH WELLS RD**

**TREATMENT TYPE: MIRCO SURFACING**



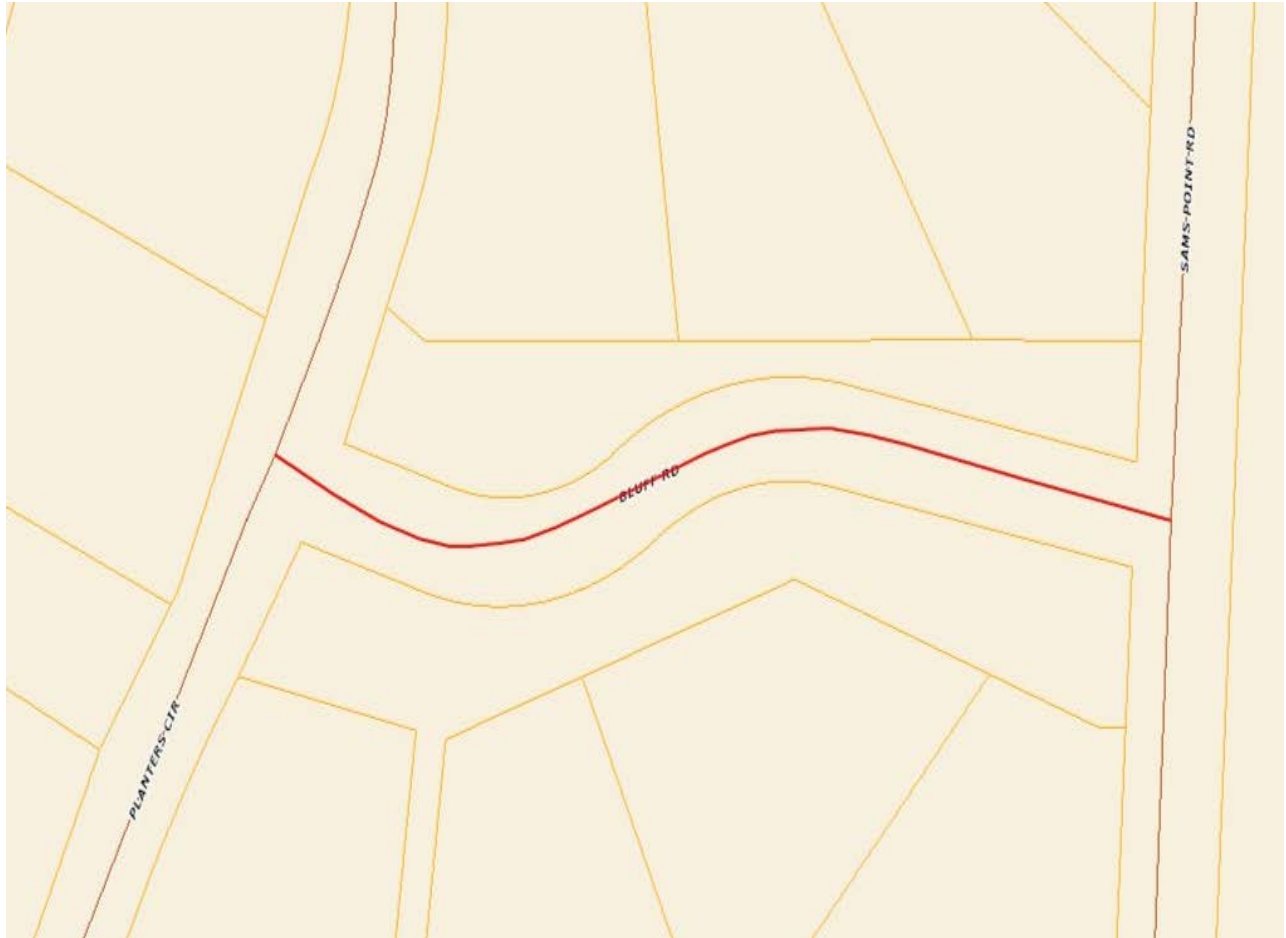


## **RIVERS END DRIVE**

**TERMINI: OKATIE HIGHWAY TO TERMINUS**

**TREATMENT TYPE: HMA OVERLAY**

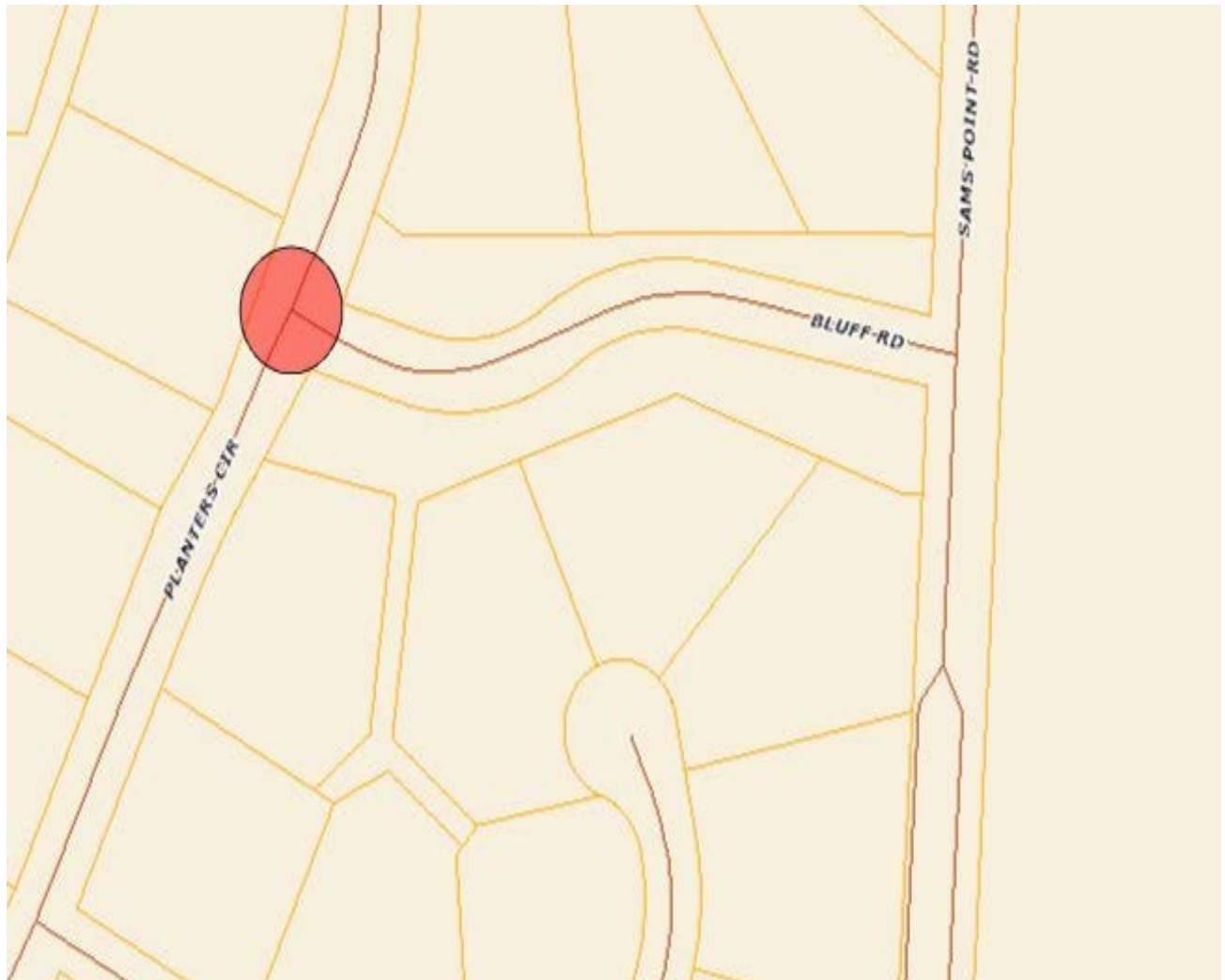




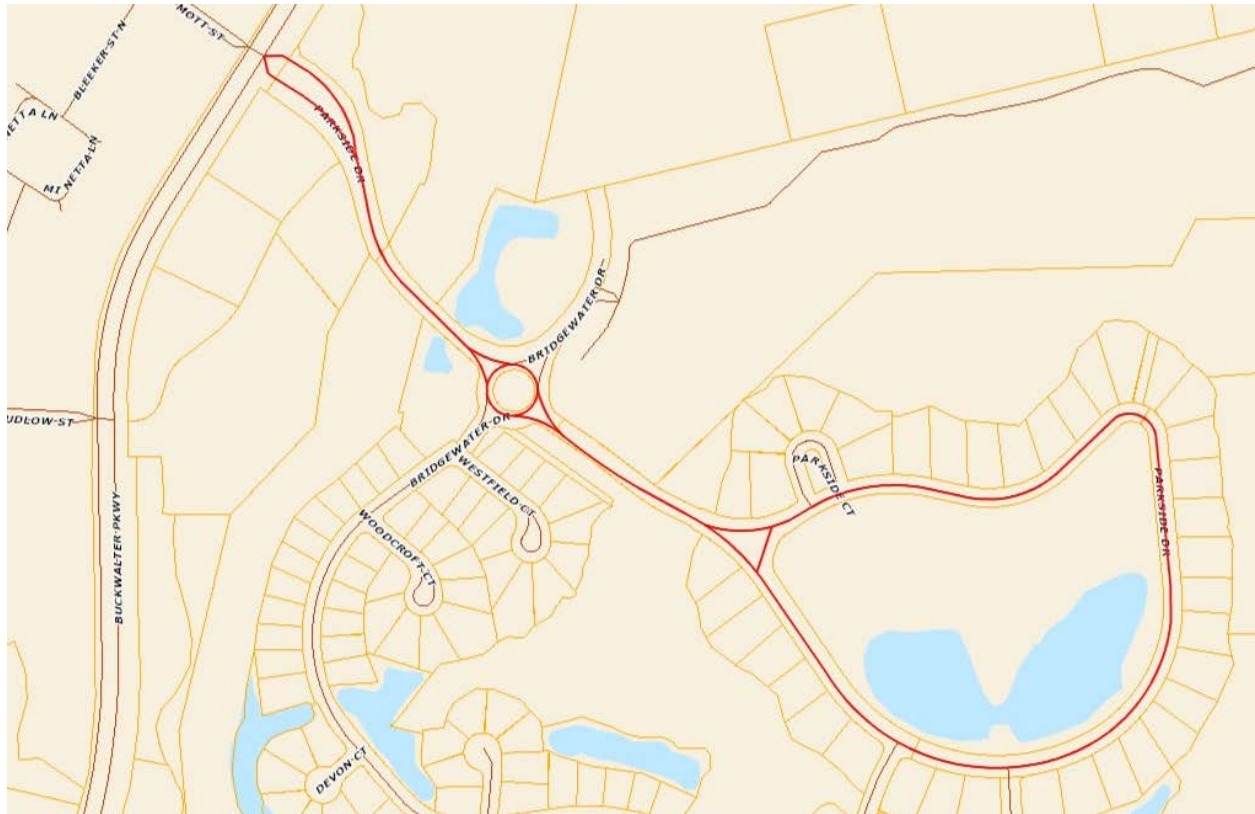
## **BLUFF ROAD**

**TERMINI: SAMS POINT ROAD TO PLANTERS CIRCLE**

**TREATMENT TYPE: HMA OVERLAY**



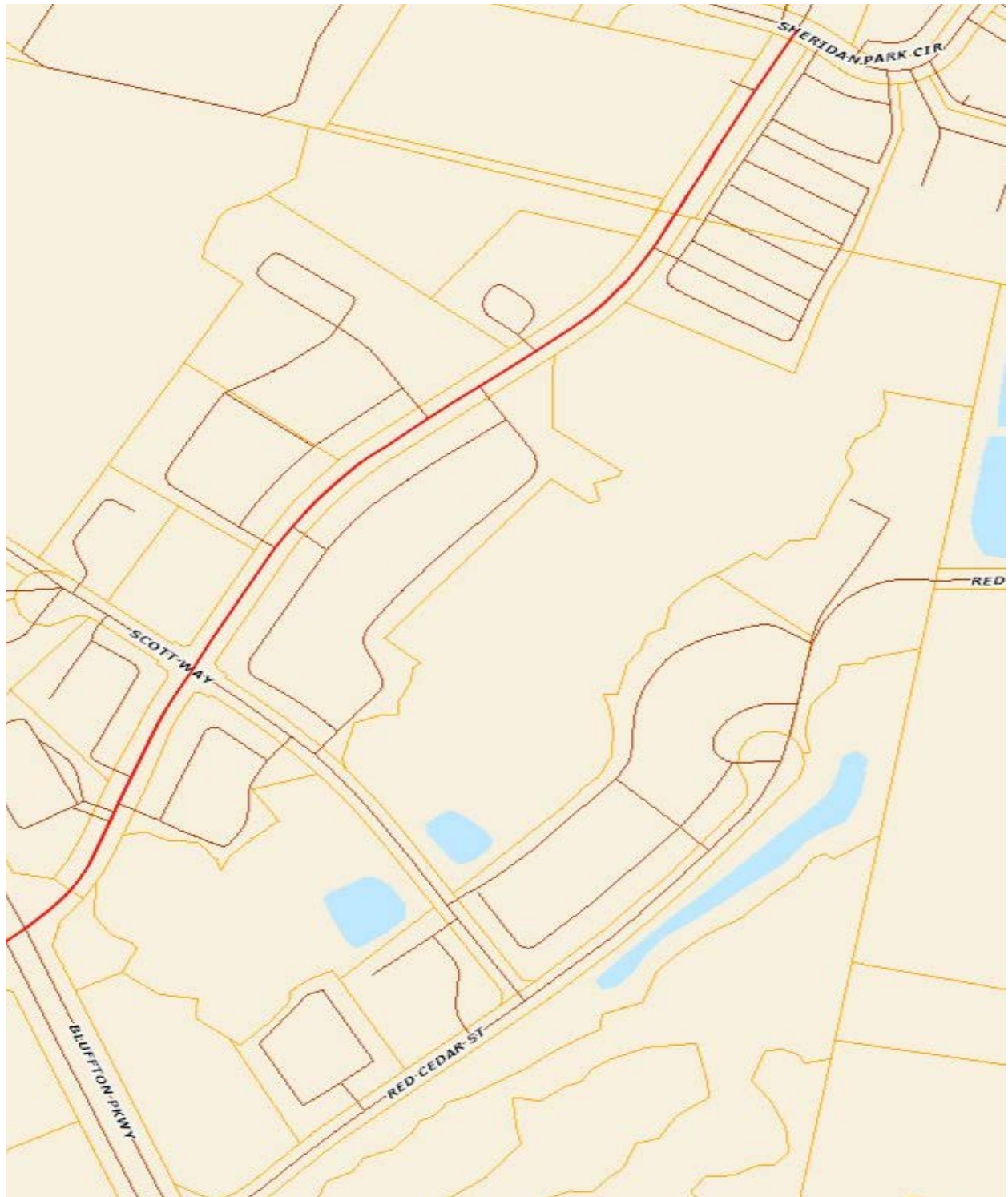
**INTERSECTION OF BLUFF ROAD AND PLANTERS CIRCLE**  
**TREATMENT TYPE: HMA OVERLAY**



## **PARKSIDE DRIVE**

**TERMINI: BUCKWALTER PKWY TO TERMINUS**

**TREATMENT TYPE: HMA OVERLAY**



## **PERSIMMON STREET**

**TERMINI: SHERIDAN PARK CIRCLE TO BLUFFTON PKWY**

**TREATMENT TYPE: HMA OVERLAY**

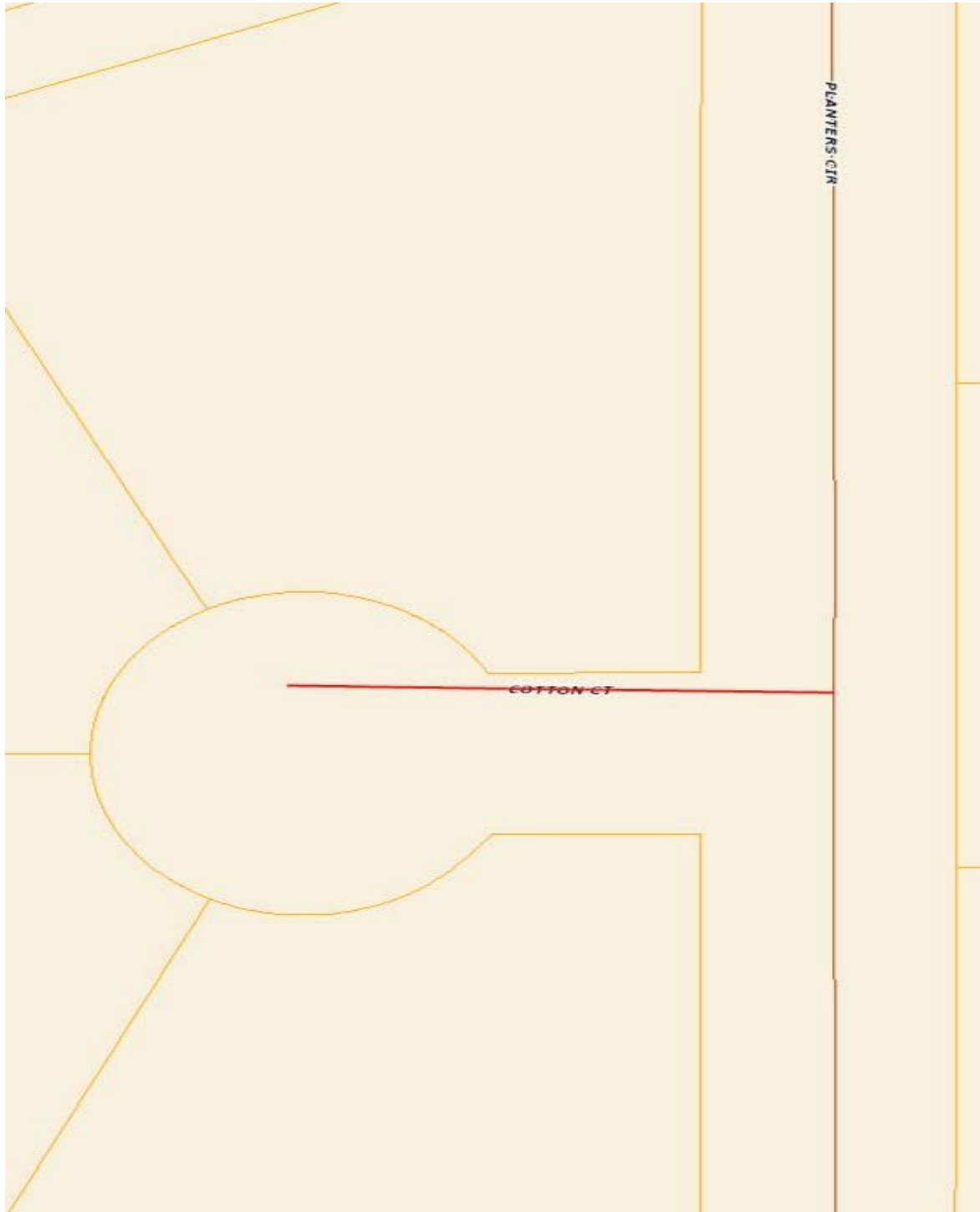




## **LONGSTAPLE COURT**

**TERMINI: PLANTERS CIRCLE TO TERMINUS**

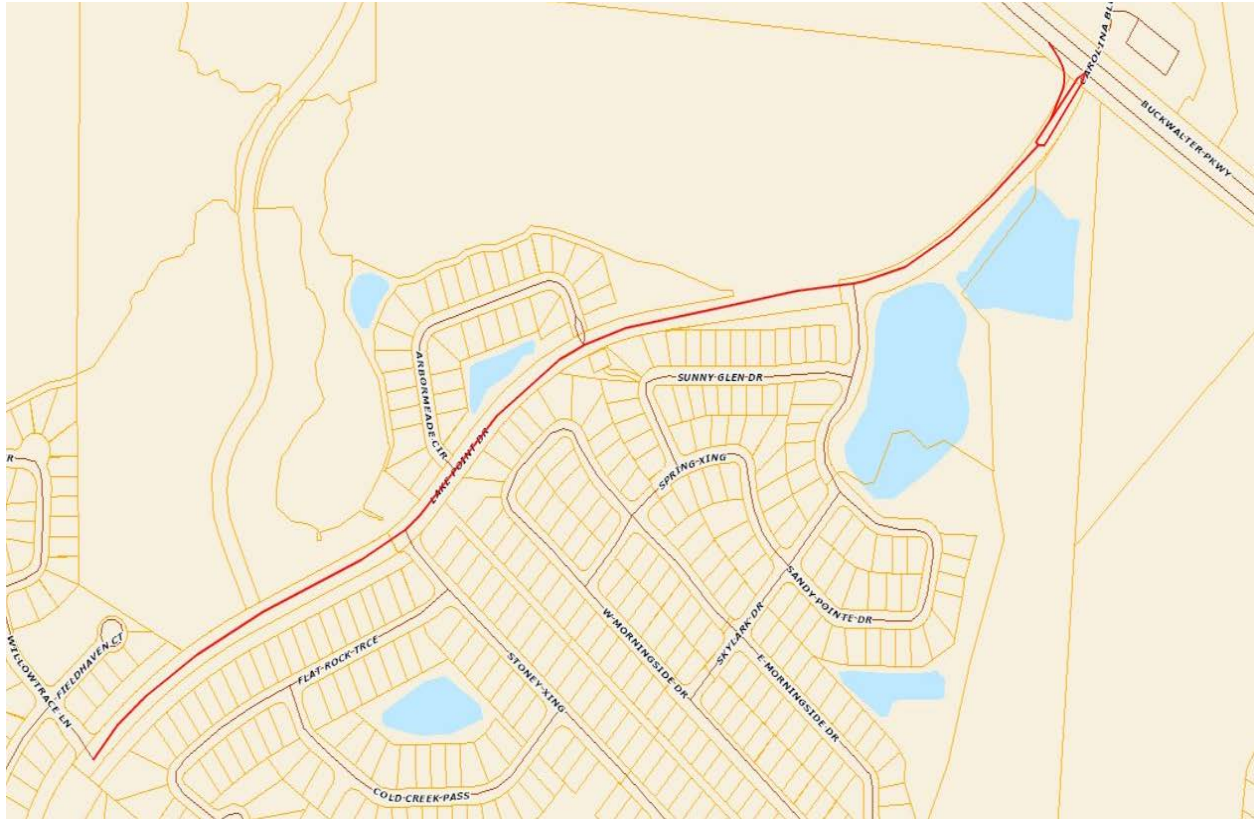
**TREATMENT TYPE: HMA OVERLAY**



## **COTTON COURT**

**TERMINI: PLANTERS CIRCLE TO TERMINUS**

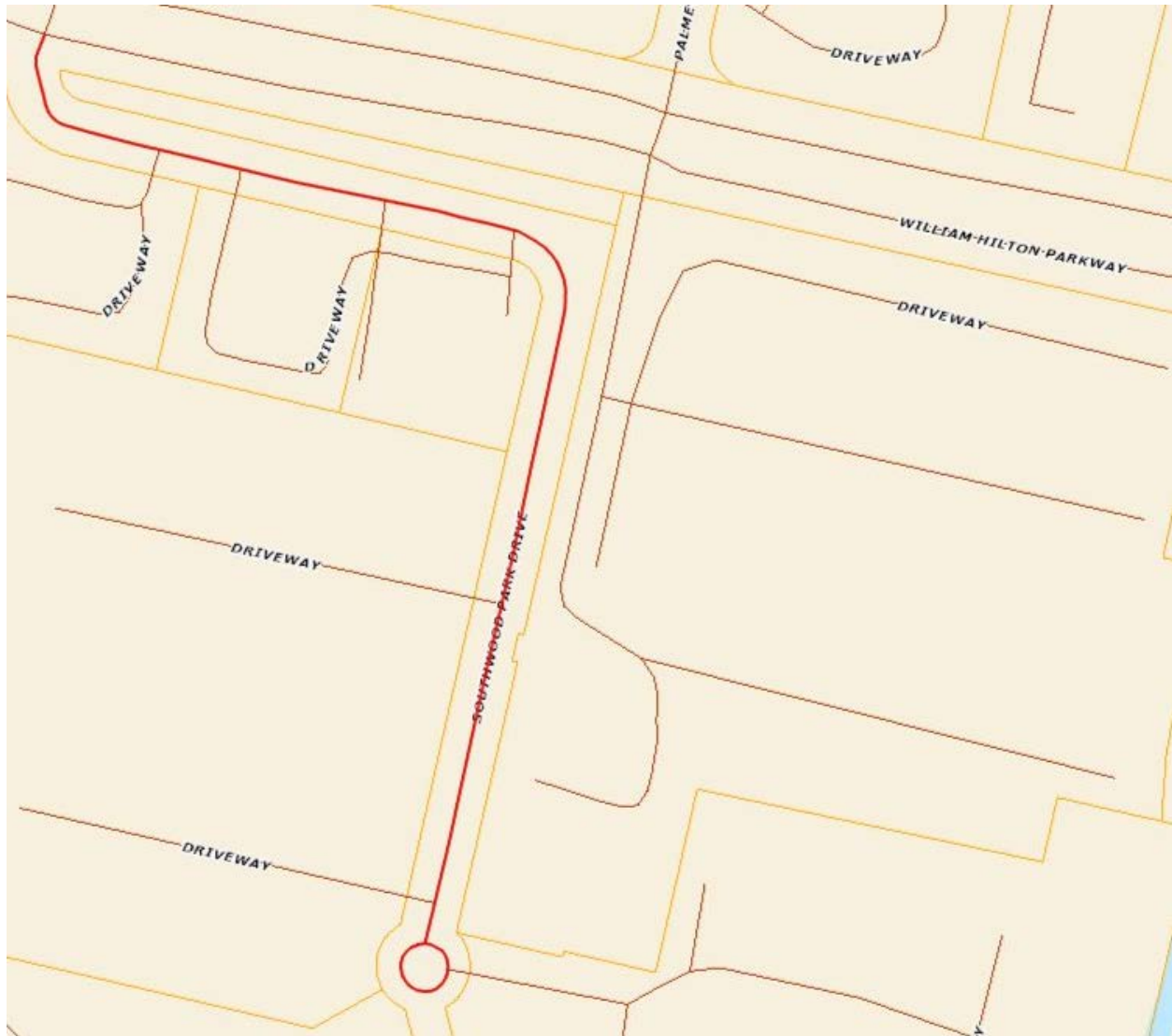
**TREATMENT TYPE: HMA OVERLAY**



## **LAKE POINT DRIVE**

**TERMINI: BUCKWALTER PKWY TO TERMINUS**

**TREATMENT TYPE: THIN LIFT OVERLAY**

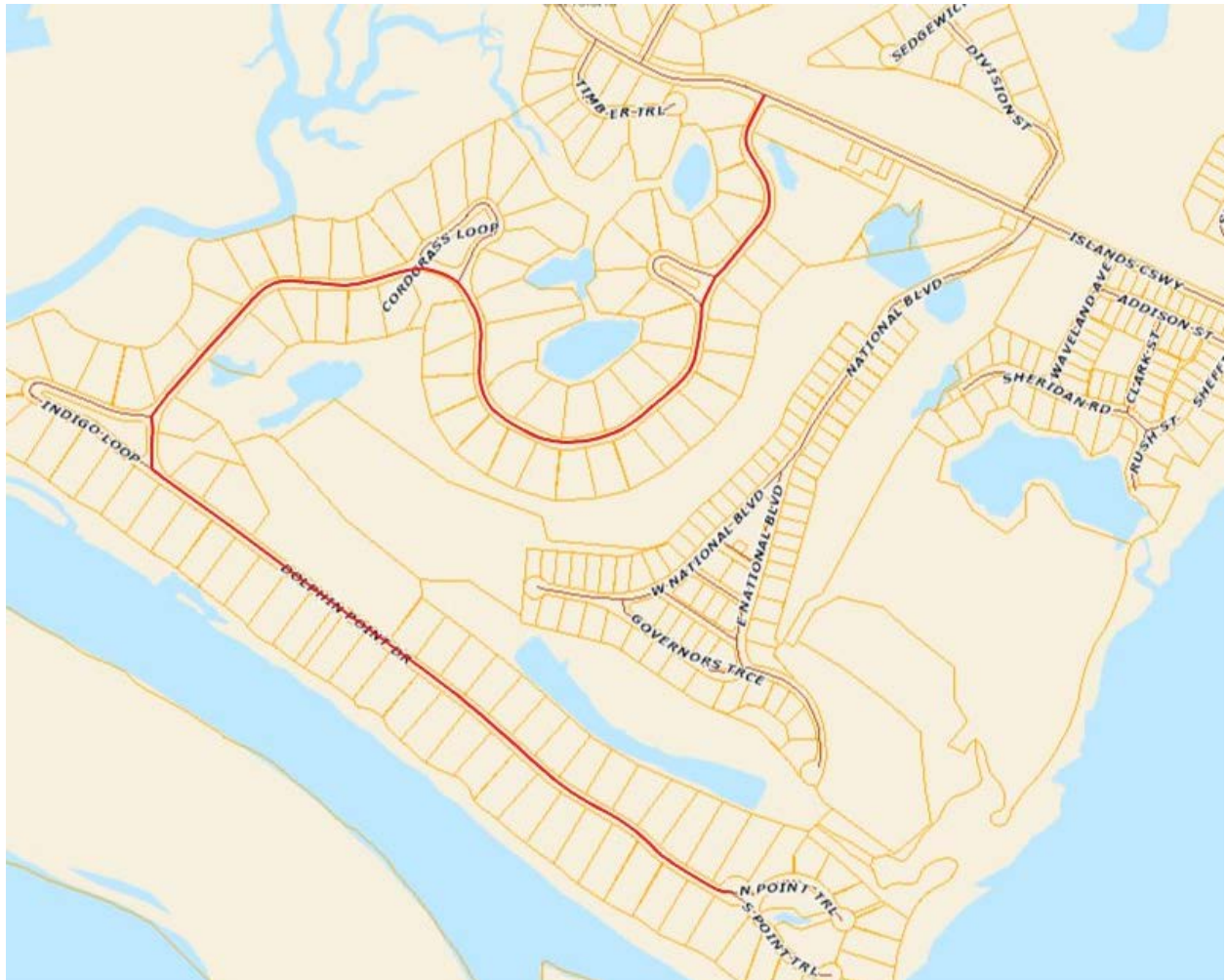


## **SOUTHWOOD PARK DRIVE**

**TERMINI: WM. HILTON PKWY TO TERMINUS**

**TREATMENT TYPE: THIN LIFT OVERLAY**





**DOLPHIN POINT DRIVE INCLUDING LOOPS  
(FOLLOWING PAGES)**

**TERMINI: ISLANDS CAUSEWAY TO TERMINUS**

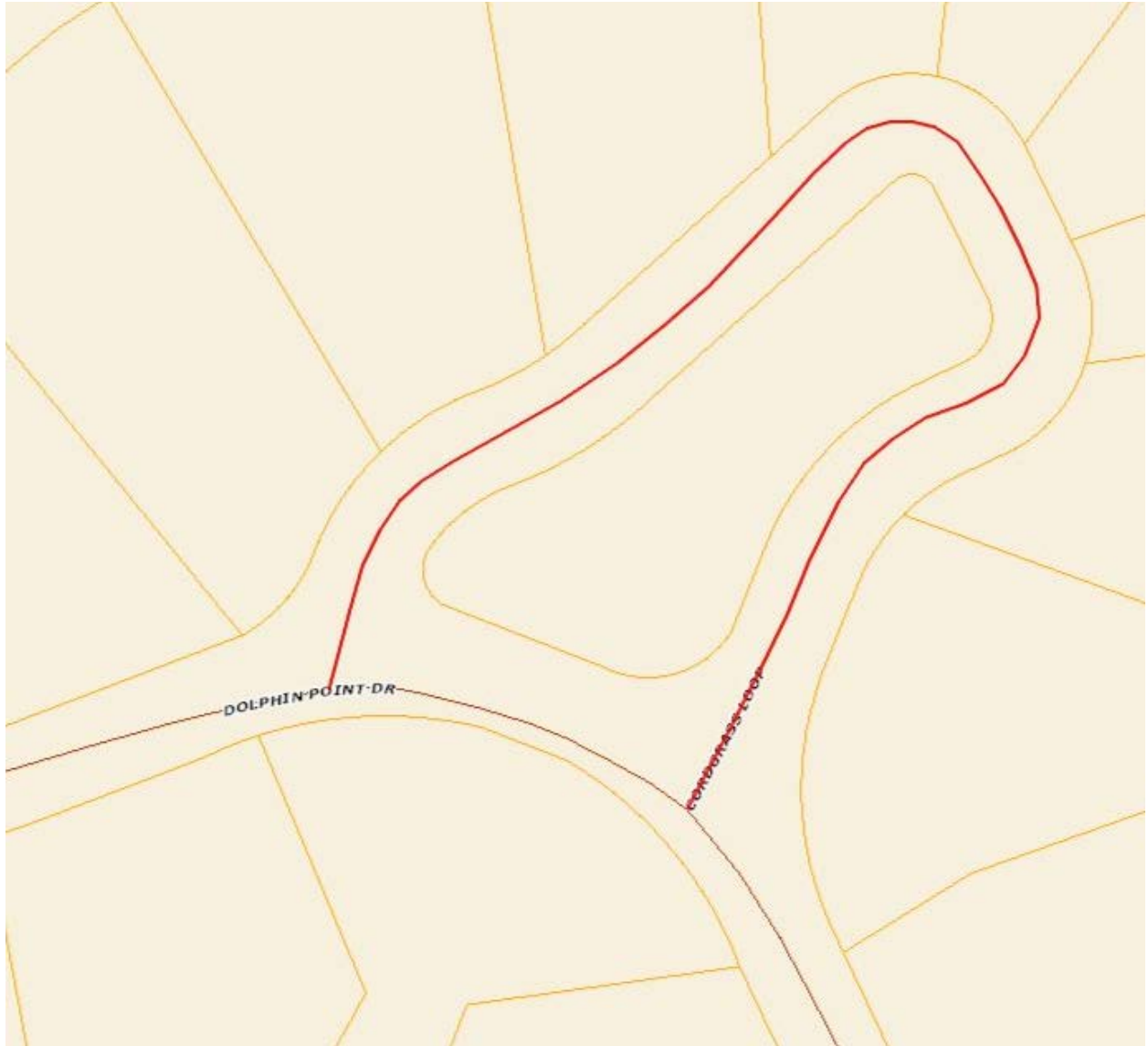
**TREATMENT TYPE: SURFACE D OVERLAY**



### **FIDDLERS POND LOOP**

**TERMINI: DOLPHIN POINT DR TO DOLPHIN POINT DR**

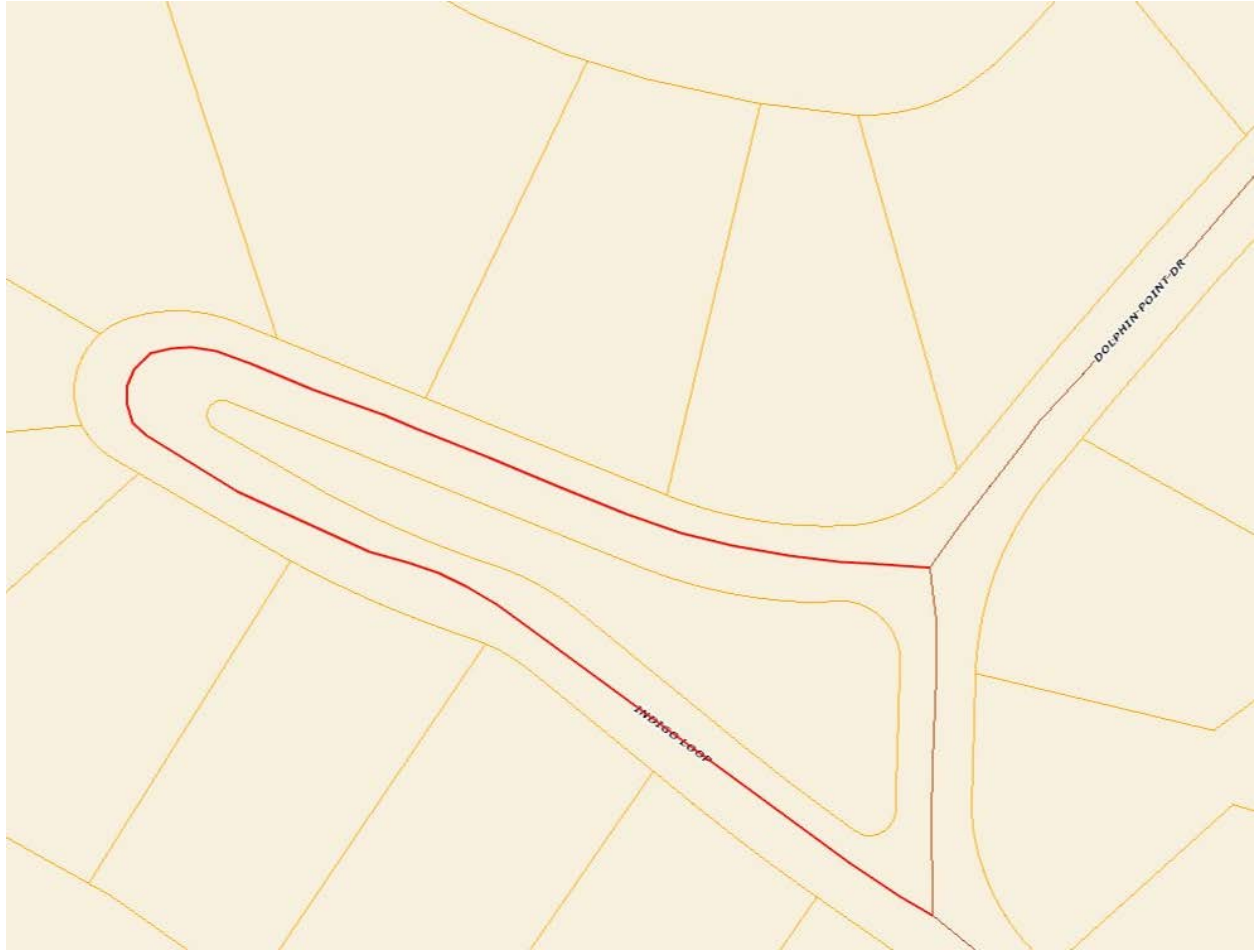
**TREATMENT TYPE: SURFACE D OVERLAY**



## **CORDGRASS LOOP**

**TERMINI: DOLPHIN POINT DR TO DOLPHIN POINT DR**

**TREATMENT TYPE: SURFACE D OVERLAY**



## **INDIGO LOOP**

**TERMINI: DOLPHIN POINT DR TO DOLPHIN POINT DR**

**TREATMENT TYPE: SURFACE D OVERLAY**





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Appointment of John Harris and Terry Borgert to the Seabrook Point Road Commission

#### Council Committee:

#### Meeting Date:

January 27, 2020

#### Committee Presenter (Name and Title):

#### Issues for Consideration:

Appointment of John Harris and Terry Borgert to the Seabrook Point Road Commission

#### Points to Consider:

#### Funding & Liability Factors:

None.

#### Council Options:

Approve, Modify or Reject

#### Recommendation:

Approve

## **Brock, Sarah**

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**From:** Terry Borgert <terry.borgert@gmail.com>  
**Sent:** Wednesday, September 18, 2019 3:36 PM  
**To:** Brock, Sarah  
**Cc:** Maietta, Linda; Andrew C. Godowns  
**Subject:** Appointment to the Seabrook Point Special Purpose Tax District

**Categories:** Completed, NEEDS COMPLETING

[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.

Ms. Brock,

The board of directors of Seabrook Point Property Owners Association discussed the need to nominate 2 members to the Seabrook Point Road Commission. We present the nominations to you:

Mr. John Harris  
14 Whale Branch Drive  
Seabrook, SC 29940  
[John@harrispillow.com](mailto:John@harrispillow.com)

Mr. Terry Borgert  
16 Whale Branch Drive  
Seabrook, SC 29940  
[Terry.borgert@gmail.com](mailto:Terry.borgert@gmail.com)

These two nominations will fill the vacancies of the two board members whose terms have expired; Mr. Clifford Dey and Mr. Marvin Goodwin. These nominations have previously been submitted to Connie Schroyer without acknowledgement.

Thank you for your consideration,

Terry Borgert  
Vice President Seabrook Point POA  
864-993-0580



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Reappointment of Mark Bailey and Trey Ambrose to the Airports Board

#### Council Committee:

#### Meeting Date:

January 27, 2020

#### Committee Presenter (Name and Title):

#### Issues for Consideration:

Reappointment of Mark Bailey and Trey Ambrose to the Airports Board

#### Points to Consider:

#### Funding & Liability Factors:

None.

#### Council Options:

Approve, Modify or Reject

#### Recommendation:

Approve

# LETTER OF REAPPOINTMENT

Date: 6 Dec 19

Mr. Stewart H. Rodman, Chairman  
Beaufort County Council  
P. O. Drawer 1228  
Beaufort, SC 29901-1228


Mark Bailey  
Beaufort County Airports Board  
Term Expires: 2/20

Re: Reappointment to Beaufort County Airports Board


Dear Mr. Rodman:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Beaufort County Airports Board, effective Feb 2020.

Sincerely,



Signature



Printed Name



# LETTER OF REAPPOINTMENT

Date: \_\_\_\_\_

Mr. Stewart H. Rodman, Chairman  
Beaufort County Council  
P. O. Drawer 1228  
Beaufort, SC 29901-1228

Raymond (Trey) Ambrose  
Beaufort County Airports Board  
Term Expires: 2/20

Re: Reappointment to Beaufort County Airports Board

Dear Mr. Rodman:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Beaufort County Airports Board, effective \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Signature

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



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Olsen Tract Lease Agreement Ordinance

#### Council Committee:

Executive Committee (October 14, 2019) - Approved 10:0

#### Meeting Date:

October 28, 2019

#### Committee Presenter (Name and Title):

Chris Inglese, Deputy County Administrator

#### Issues for Consideration:

Ratification of the 2016 lease agreement with Mr. and Mrs. Olsen for the use of two fields for 1 horse and 2 donkeys, the subletting of a dwelling unit, and property maintenance on the Olsen Tract (R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000). Voiding the unauthorized 2018 lease addendum.

#### Points to Consider:

As per the Olsen Tract Purchase Agreement dated December 4, 2016, the County and the Olsens have entered into a lease agreement. In 2018, a lease addendum was signed by County Administration without County Council approval. Executive Committee discussed this lease on October 14, 2019 and recommended moving the 2016 lease agreement forward to County Council for ratification via the ordinance process, and also recommended voiding an unauthorized 2018 lease addendum.

#### Funding & Liability Factors:

None

#### Council Options:

Ratify the execution of the 2016 lease agreement and void the 2018 lease addendum.

#### Recommendation:

Ratify the execution of the 2016 lease agreement and void the 2018 lease addendum.

**ORDINANCE 2019/\_\_\_\_\_**

**AN ORDINANCE RATIFYING AN UNAUTHORIZED LEASE AGREEMENT DATED DECEMBER 4, 2016 AND TERMINATING DECEMBER 15, 2019 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS A PORTION OF TMS#R600 013 000 0005 0000, R600 013 000 003C 0000, AND R600 008 000 003F 0000 AND ALSO VOIDING AB INITIO AN UNAUTHORIZED JUNE 8, 2018 ADDENDUM ATTEMPTING TO EXTEND FOR FIVE (5) YEARS THE PREVIOUSLY UNAUTHORIZED LEASE**

**WHEREAS**, Beaufort County owns 100.10 acres of real property (“Property”) known as R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000 located on the east side of Okatie Highway/Highway 170 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2869-2875; and

**WHEREAS**, pursuant to the original Property Purchase Agreement dated December 4, 2016 between Beaufort County and Mr. and Mrs. Olsen, the County agreed to enter into a lease agreement with the Olsens on a portion of the Property for the purposes of housing a caretaker and grazing and maintaining 1 horse and 2 donkeys for three (3) years, said lease being attached hereto and incorporated by reference as Exhibit A; and

**WHEREAS**, no public hearing nor ordinance was presented to Council for authorization; and

**WHEREAS**, the lease agreement between the parties dated December 15, 2016 will expire on December 15, 2019; and

**WHEREAS**, pursuant to Beaufort County Rules and Procedures, Beaufort County Procurement Code, S.C. Code Ann. §4-9-130 and state common law, Council approval, an ordinance, and public hearing are required for the lease of any public land; and

**WHEREAS**, an unauthorized addendum was executed on June 8, 2018 by the Interim County Administrator attempting to extend the unauthorized lease an additional five (5) years without Council approval and without a public hearing nor an ordinance; and

**WHEREAS**, Beaufort County Council recognizes that no public hearing nor ordinance was presented and therefore both the lease dated December 15, 2016 and the Addendum dated June 8, 2018 are invalid, void ab initio and of no binding legal effect; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to retroactively authorize by ratification the execution of the original lease agreement dated December 15, 2016 to Mr. and Mrs. Olsen which expires December 15, 2019; however County Council hereby expressly revokes, rescinds and otherwise disavows, to the extent it may be necessary, any authority or legal binding effect regarding the unauthorized June 8, 2018 Addendum; and

**WHEREAS**, Beaufort County Rules and Procedures, Beaufort County Procurement Code, S.C. Code Ann. §4-9-130 and state common law, requires that leases of real property owned by the County must be authorized by Beaufort County Council by ordinance and a public hearing must be held.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** duly assembled, does hereby retroactively authorize the original Lease Agreement dated December 15, 2016 and terminating on December 15, 2019 to Mr. and Mrs. Olsen for a portion of the property known as the Olsen Tract, as referenced herein as Exhibit A and incorporated as if restated verbatim. Be it further ordained, that County Council expressly rescinds, revokes, and otherwise disavows, to the extent it might be

necessary, any authority or legal binding effect of the unauthorized June 8, 2018 Addendum (Exhibit B) such that the December 15, 2016 lease agreement with Mr. and Mrs. Olsen does expire on December 15, 2019 until such time new leases are approved by County Council.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

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

Chronology:  
Third Reading  
Second Reading  
Public Hearing  
First Reading



**EXHIBIT A**

COUNTY OF BEAUFORT            )  
  )  
STATE OF SOUTH CAROLINA    )           LEASE AGREEMENT

WHEREAS, Beaufort County, by and through that certain purchase agreement dated the 15<sup>th</sup> day of December, 2016, purchased a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R600 013 000 003C 0000 from Edwin R. Olsen and Sue Schrank Olsen;

WHEREAS, as part of the consideration of the above referenced purchase, the parties agreed that a portion of the premises would be leased back to the Sellers, Edwin R. Olsen and Sue Schrank Olsen for a period of at least three years;

WHEREAS, the parties hereto are desirous of memorializing the lease back agreement and to agree to the terms of the lease back in a separate agreement as set forth below;

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this \_\_\_\_\_ day of December, 2016, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Edwin R. OLSEN and Sue Schrank Olsen**, with a mailing address of 1 Heffalump Rd., Okatie, SC 29909, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

**1. DESCRIPTION OF LEASED PREMISES.**

Property Description attached hereto as "Exhibit A"

A Portion of: DMP: R600 013 000 003C 0000

**2. TERM.** The term of this Lease shall be for a period of three (3) years, commencing on the 15<sup>th</sup> day of December, 2016, and terminating on the 15<sup>th</sup> day of December, 2019, unless sooner terminated pursuant to the provisions of this Lease.

**3. RENT.** Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of One Dollar (\$1.00) per month, in exchange for considerations and obligations as outlined heretofore.

APPROVED FOR RECORDING  
BY: [Signature]  
BEAUFORT COUNTY ATTORNEY  
DATE: 12/14/2016

**4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** Tenant shall be responsible for arranging for and paying all utility services required on the premises.

**5. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.

**6. CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises, including but not limited to the residence, sheds, barns, and other out buildings located thereon. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

**7. USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as a private single family residence and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

The demised premises also contains a barn with adjacent corrals and fenced fields that are currently being used for grazing by no more than two (2) donkeys and one (1) horse. This area shall be included in this lease and may be used by the Tenant. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

**8. TENANTS OBLIGATIONS:** Except as may result from and/or being prevented by *force majeure*, such as storms, hurricanes, earthquakes, etc., Tenant agrees and shall maintain the Leased Premises during the term of this Lease and any extensions hereof as follows: (1) comply with all obligations

primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the dwelling unit and that part of the premises that he/she uses reasonably safe and clean; (3) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the dwelling unit or used by other Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-40-520; and 10) keep and maintain the surrounding properties owned by Beaufort County, specifically Parcels 3C and 5 (R600 013 000 0005 0000 and R600 013 000 003C 0000), in the same condition that exists at the time of the signing of this lease agreement including, but not limited to, grading the road that is used for access from Hwy. 170 to the 10.19 acre Homestead Tract owned by Edwin R. Olsen and Sue Schrank Olsen (Heffalump Road), mowing, debris removal, bush hogging, etc.

**9. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Tenant shall not allow or permit the premises to be occupied or used as a residence by any person other than Tenant and/or Tenant's employee such as a person or persons employed by the Tenant to, among other duties, maintain the Least Premises and/or other property of the Tenant. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

**10. MAINTENANCE AND REPAIRS.** Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or

may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to ) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand.

**11. ALTERATIONS AND IMPROVEMENTS.** Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the single family residence located on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

**12. LOCKS.** Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

**13. LOCKOUT.** If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

**14. ASSIGNMENT AND SUBLETTING.** Tenant may assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises. However, in the event that the current occupant should vacate the premises, Tenant may not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises without the express written consent of the Landlord, said consent not to be unreasonably withheld. A consent by Landlord to one assignment, subletting, concession or license shall



not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

**15. RIGHT OF INSPECTION.** Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

**16. INSURANCE.** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, or other appropriate policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

**17. INDEMNIFICATION.** Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims of property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

**18. HOLDOVER BY TENANT.** Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

**19. NOTICE OF INTENT TO VACATE.** *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

**20. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

**21. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises

and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

**22. ABANDONMENT.** If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**23. TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 21.

**24. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

**25. SEVERABILITY.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**26. NOTICES.** All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when had delivered or if by mail when deposited with the U.S. Postal Service.

27. OTHER TERMS.

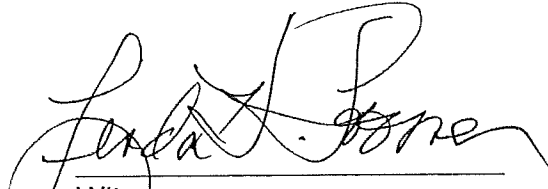
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\_\_\_\_\_  
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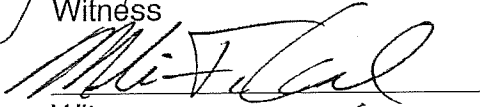
IN WITNESS THEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

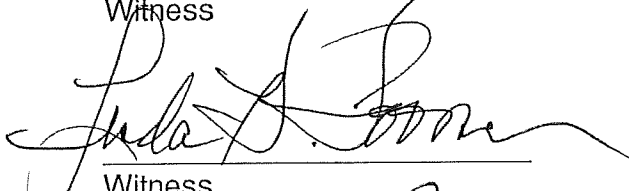
**\*READ BEFORE SIGNING**

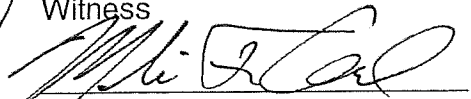
  
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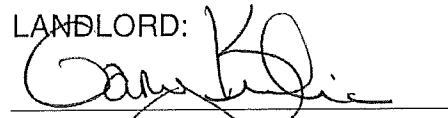
  
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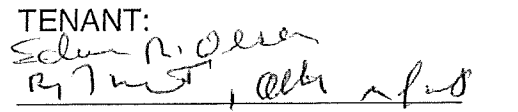
  
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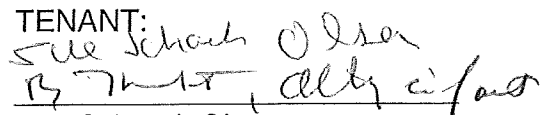
  
Witness

  
Witness

  
Witness

LANDLORD:   
Gary Kubic, Beaufort County  
Administrator

TENANT:  
  
Edwin R. Olsen  
By H. L. Novit, Attorney in Fact

TENANT:  
  
Sue Schrank Olsen  
By H. L. Novit, Attorney in Fact

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. This Agreement is required to comply and is in accordance with the Truth in Renting Act and the South Carolina Residential Landlord Tenant Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION /**  
**TEMPORARY LEASEBACK AREA**

A portion of R600 013 000 003C 0000:

A portion of all that certain piece, parcel or tract of land lying and being in Okatie, County of Beaufort County, South Carolina, having and containing 47.39 acres, more or less, and being shown and depicted as parcel R600 013 000 003C 0000 on a plat entitled "Boundary Survey Parcels R600 013 000 0005 0000, R600 013 000 0371 0000, R600 013 000 003C 0000, R600 008 000 002A 0000, R600 008 003F 0000 and Access Easement prepared for Beaufort County" by David E. Gasque, R.L.S., dated August 29, 2016 and said plat having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 146 at Page 185. Said portion of the above described property that is the subject of the leaseback is more particularly shown on the above referenced plat in hatch marks and is labeled "Temporary Lease Back Area". Said lease back also includes the two adjacent corrals or fenced areas to the "Temporary Lease Back Area". Said fenced areas are also more particularly shown on said plat.





## EXHIBIT B

### ADDENDUM ONE

STATE OF SOUTH CAROLINA }

COUNTY OF BEAUFORT }

The parties hereby agree to amend and modify that certain Lease dated December 15, 2016 between Edwin R. Olsen and Sue Schrank Olsen, ("Tenant") and Beaufort County, a political subdivision of the State of South Carolina, ("Landlord"), a copy of which is attached hereto, for certain premises located along Heffalump Road, Okatie, South Carolina which constitutes a portion of R600 013 000 003C 0000 as follows:

**Section 2. Term.** The term of the Lease Agreement will be extended five (5) years beyond its current term which is set to expire December 15, 2019. With the extension the Lease Agreement will expire December 15, 2024.

**Section 7. USE OF PREMISES.** The first sentence of paragraph two, Section 7, which currently provides: "The demised premises also contains a barn with adjacent corrals and fenced fields that are currently being used for grazing by no more than two (2) donkeys and one (1) horse." The parties agree to amend this sentence to provide: "The demised premises also contains a barn with adjacent corrals and fenced fields. Tenant may board and graze a reasonable number of domestic animals of his choice in this area."

All other terms and condition of the Agreement dated December 15, 2016 which are not changed by this Addendum (specifically including but not limited to Section 8. Tenant's Obligations as well as the remaining provisions of paragraph two, Section 7) remain in full force and effect.

Agreed this 8th day of June, 2018.

Clayton W. Harris  
Witness

Landlord:

By: Joshua A. Gruber  
Its: Interim County Administrator

Rina P. Escobar.  
Witness

Tenant:

Edwin R. Olsen  
Edwin R. Olsen  
Sue Schrank Olsen  
Sue Schrank Olsen

COUNTY OF BEAUFORT )  
STATE OF SOUTH CAROLINA )

LEASE AGREEMENT

WHEREAS, Beaufort County, by and through that certain purchase agreement dated the 15<sup>th</sup> day of December, 2016, purchased a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R600 013 000 003C 0000 from Edwin R. Olsen and Sue Schrank Olsen;

WHEREAS, as part of the consideration of the above referenced purchase, the parties agreed that a portion of the premises would be leased back to the Sellers, Edwin R. Olsen and Sue Schrank Olsen for a period of at least three years;

WHEREAS, the parties hereto are desirous of memorializing the lease back agreement and to agree to the terms of the lease back in a separate agreement as set forth below;

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this \_\_\_\_\_ day of December, 2016, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Edwin R. OLSEN and Sue Schrank Olsen**, with a mailing address of 1 Heffalump Rd., Okatie, SC 29909, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

**1. DESCRIPTION OF LEASED PREMISES.**

Property Description attached hereto as "Exhibit A"

A Portion of: DMP: R600 013 000 003C 0000

**2. TERM.** The term of this Lease shall be for a period of three (3) years, commencing on the 15<sup>th</sup> day of December, 2016, and terminating on the 15<sup>th</sup> day of December, 2019, unless sooner terminated pursuant to the provisions of this Lease.

**3. RENT.** Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of One Dollar (\$1.00) per month, in exchange for considerations and obligations as outlined heretofore.

APPROVED FOR RECORDING  
BY: [Signature]  
BEAUFORT COUNTY ATTORNEY  
DATE: 12/14/2016

4. **HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** Tenant shall be responsible for arranging for and paying all utility services required on the premises.

5. **COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.

6. **CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises, including but not limited to the residence, sheds, barns, and other out buildings located thereon. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

7. **USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as a private single family residence and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

The demised premises also contains a barn with adjacent corrals and fenced fields that are currently being used for grazing by no more than two (2) donkeys and one (1) horse. This area shall be included in this lease and may be used by the Tenant. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

8. **TENANTS OBLIGATIONS:** Except as may result from and/or being prevented by *force majeure*, such as storms, hurricanes, earthquakes, etc., Tenant agrees and shall maintain the Leased Premises during the term of this Lease and any extensions hereof as follows: (1) comply with all obligations



primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the dwelling unit and that part of the premises that he/she uses reasonably safe and clean; (3) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the dwelling unit or used by other Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-40-520; and 10) keep and maintain the surrounding properties owned by Beaufort County, specifically Parcels 3C and 5 (R600 013 000 0005 0000 and R600 013 000 003C 0000), in the same condition that exists at the time of the signing of this lease agreement including, but not limited to, grading the road that is used for access from Hwy. 170 to the 10.19 acre Homestead Tract owned by Edwin R. Olsen and Sue Schrank Olsen (Heffalump Road), mowing, debris removal, bush hogging, etc.

**9. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Tenant shall not allow or permit the premises to be occupied or used as a residence by any person other than Tenant and/or Tenant's employee such as a person or persons employed by the Tenant to, among other duties, maintain the Least Premises and/or other property of the Tenant. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

**10. MAINTENANCE AND REPAIRS.** Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or

may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to ) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand.

**11. ALTERATIONS AND IMPROVEMENTS.** Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the single family residence located on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

**12. LOCKS.** Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

**13. LOCKOUT.** If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

**14. ASSIGNMENT AND SUBLETTING.** Tenant may assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises. However, in the event that the current occupant should vacate the premises, Tenant may not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises without the express written consent of the Landlord, said consent not to be unreasonably withheld. A consent by Landlord to one assignment, subletting, concession or license shall

not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

**15. RIGHT OF INSPECTION.** Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

**16. INSURANCE.** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, or other appropriate policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

**17. INDEMNIFICATION.** Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims of property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

**18. HOLDOVER BY TENANT.** Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

**19. NOTICE OF INTENT TO VACATE.** *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

**20. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

**21. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises

and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

**22. ABANDONMENT.** If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**23. TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 21.

**24. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

**25. SEVERABILITY.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**26. NOTICES.** All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when had delivered or if by mail when deposited with the U.S. Postal Service.



27. OTHER TERMS.

IN WITNESS THEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

\*READ BEFORE SIGNING

Dennis J. Keaveney  
Witness

T. Budde  
Witness

Judith A. Pomeroy  
Witness

M. F. Tal  
Witness

Judith A. Pomeroy  
Witness

M. F. Tal  
Witness

LANDLORD:  
Gary Kubic  
Gary Kubic, Beaufort County  
Administrator

TENANT:  
Edwin R. Olsen  
By H. L. Novit, Attorney in Fact

TENANT:  
Sue Schrank Olsen  
By H. L. Novit, Attorney in Fact

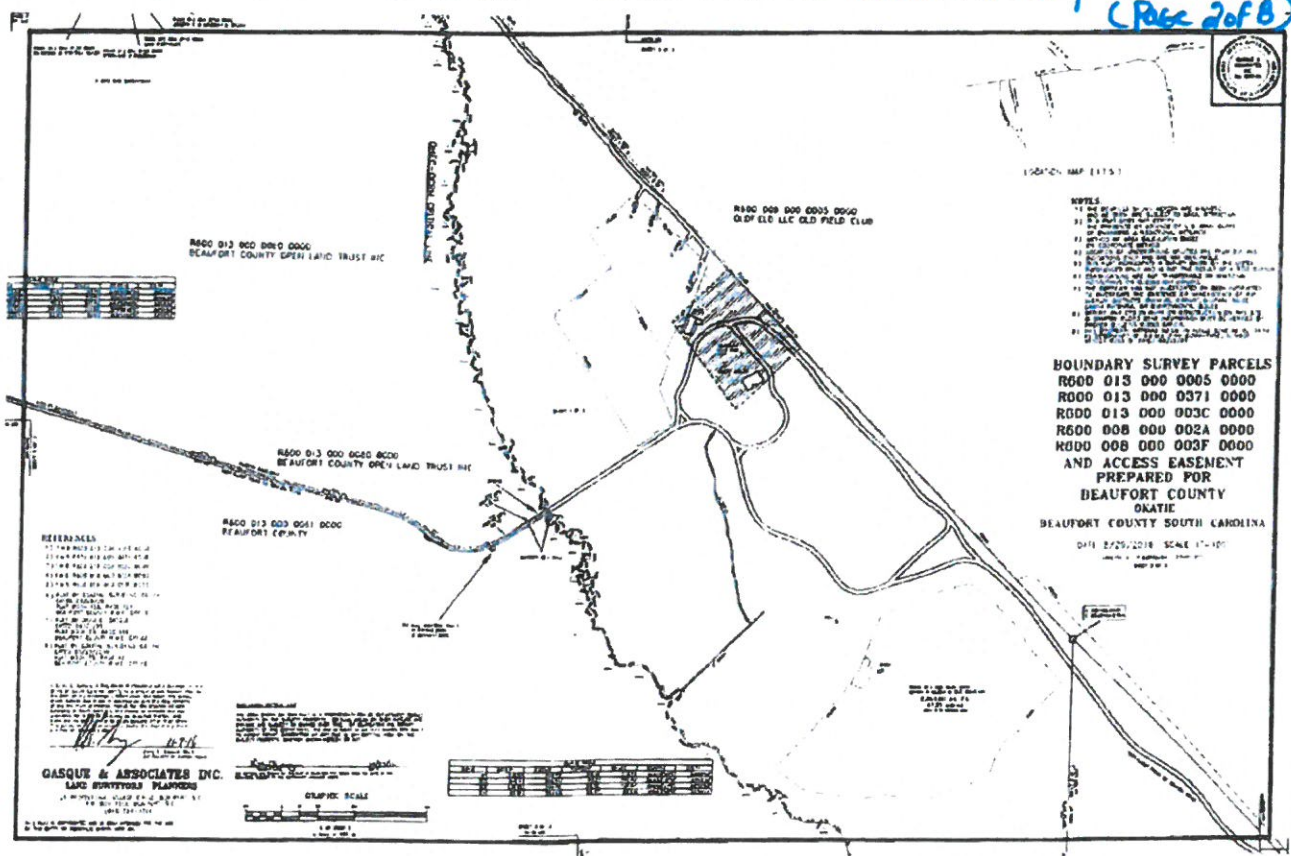
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**EXHIBIT "A"**  
**PROPERTY DESCRIPTION /**  
**TEMPORARY LEASEBACK AREA**

A portion of R600 013 000 003C 0000:

A portion of all that certain piece, parcel or tract of land lying and being in Okatie, County of Beaufort County, South Carolina, having and containing 47.39 acres, more or less, and being shown and depicted as parcel R600 013 000 003C 0000 on a plat entitled "Boundary Survey Parcels R600 013 000 0005 0000, R600 013 000 0371 0000, R600 013 000 003C 0000, R600 008 000 002A 0000, R600 008 003F 0000 and Access Easement prepared for Beaufort County" by David E. Gasque, R.L.S., dated August 29, 2016 and said plat having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 146 at Page 185. Said portion of the above described property that is the subject of the leaseback is more particularly shown on the above referenced plat in hatch marks and is labeled "Temporary Lease Back Area". Said lease back also includes the two adjacent corrals or fenced areas to the "Temporary Lease Back Area". Said fenced areas are also more particularly shown on said plat.

PB 146 / 125  
(Page 2 of 8)





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Olsen Tract Easements Ordinance

#### Council Committee:

Executive Committee (October 14, 2019) - Approved 10:0

#### Meeting Date:

County Council, November 18, 2019

#### Committee Presenter (Name and Title):

Chris Inglese, Deputy County Administrator

#### Issues for Consideration:

Retroactively authorize two (2) easement agreements with Mr. and Mrs. Olsen for access/utilities and a security fence on the County owned Olsen Tract (R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000).

#### Points to Consider:

As per the Olsen Tract Purchase Agreement dated December 4, 2016, the County and the Olsens have entered into an access/utility easement for ingress/egress through County property, as well as a security fence easement for security and privacy along the common property boundary. Executive Committee discussed these easements on October 14, 2019 and recommended retroactively moving them forward to County Council for authorization via the ordinance process.

#### Funding & Liability Factors:

None

#### Council Options:

Retroactively authorize the access/utility and fence easements as recorded on December 15, 2016.

#### Recommendation:

Retroactively authorize the access/utility and fence easements as recorded on December 15, 2016.



**ORDINANCE 2019/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE APPROVAL OF AN ACCESS AND UTILITY EASEMENT AND A SECURITY FENCE EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS A PORTION OF THE OLSEN TRACT**

**WHEREAS**, Beaufort County (“County”) owns 100.10 acres of real property (“Property”) known as R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000 located on the east side of Okatie Highway/Highway 170 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2869-2875; and

**WHEREAS**, the County purchased the aforementioned Property with an existing roadway used by the sellers Mr. and Mrs. Olsen to access their adjacent 10.19 acre piece of property, known as R600 013 000 0371 0000, that is accessed from Okatie Highway/Highway 170 by Heffalump Road, which runs through County Property; and

**WHEREAS**, pursuant to the original Purchase Agreement dated December 4, 2016 between the parties, the County agreed to grant an easement for vehicular and pedestrian access, ingress and egress, as well as an easement for the installation and maintenance of utilities that serve the Olsen’s private property; and

**WHEREAS**, pursuant to the original Purchase Agreement dated December 4, 2016 between the parties the County agreed to grant an easement for purposes of security and privacy to erect a security fence that would provide a natural looking border and barrier between the property lines of the County and the Olsens; and

**WHEREAS**, Beaufort County Council recognizes that no public hearing nor ordinance was presented and therefore the two (2) aforementioned easements are invalid, void ab initio and of no binding legal effect; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to retroactively authorize the execution and delivery of the requested Access and Utility Easement attached hereto and incorporated by reference and shown on Exhibit A as prepared by Howell, Gibson & Hughes, PA and having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2881-2885; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to retroactively authorize the execution and delivery of the requested Security Fence Easement attached hereto and incorporated by reference and shown on Exhibit B as prepared by Howell, Gibson & Hughes, PA and having been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2891-2895; and

**WHEREAS**, Mr. and Mrs. Olsen shall be solely responsible for any and all maintenance of Heffalump Road and the security fence; and

**WHEREAS**, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property, including the grant of an easement encumbering public lands, owned by Beaufort County must be authorized by Beaufort County Council by ordinance and a public hearing must be held.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** duly assembled, does hereby retroactively authorize the execution of the Access and Utility Easement (Exhibit

A) and the Security Fence Easement (Exhibit B) to Mr. and Mrs. Olsen for a portion of the property known as the Olsen Tract, as referenced herein and incorporated as if verbatim.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

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

Chronology:  
Third Reading  
Second Reading  
Public Hearing  
First Reading

5/14  
Howell Gibson

EXHIBIT A



BEAUFORT COUNTY SC - ROD  
BK 3537 Pgs 2881-2885  
FILE NUM 2016067309  
12/15/2016 12:05:31 PM  
REC'D BY fjenkins RCPT# 833462  
RECORDING FEES \$0.00

(Please do not write above this line - Reserved for Register of Deeds Office)

Prepared by: Howell, Gibson & Hughes, PA  
PO Box 40, Beaufort, SC 29901

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

ACCESS & UTILITY EASEMENT

THIS AGREEMENT is entered into and made this 14<sup>th</sup> day of December, 2016, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County" / "Grantor") and Edwin R. Olsen and Sue Schrank Olsen (hereinafter referred to as "Grantees").

WITNESSETH

WHEREAS, the County purchased three parcels of land from the Grantees herein pursuant to that certain Purchase Agreement which included parcels referenced by the Office of the Beaufort County Assessor as follows: R600 013 000 0005 0000; R600 013 000 003C 0000; and R600 008 000 003F 0000 ("Grantor's Property");

WHEREAS, the two aforementioned parcels are accessed from S.C. Hwy. 170 by and through a dirt road known as Heffalump Road;

WHEREAS, the Grantee's are the owners of a 10.19 acre piece of property that is accessed from Hwy. 170 by Heffalump Road, which runs through the three County parcels to their property ("Homestead Parcel"). Said Grantee's parcel is referenced in the Office of the Assessor for Beaufort County as R600 013 000 0371 0000;

WHEREAS, pursuant to the original Purchase Agreement between the parties, and in consideration of the purchase of the three County parcels, the County agreed to grant an easement for vehicular and pedestrian access, ingress and egress, as well as an easement for the installation and maintenance of utilities that service the 10.19 acre Homestead Parcel.

APPROVED FOR RECORDING  
BY: [Signature]  
BEAUFORT COUNTY ATTORNEY  
DATE: 12/14/2016

WHEREAS, the parties hereto have a desire to enter this Agreement to memorialize the terms of the Grantee's access and utility easement.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The recitals herein contained are true and correct and are incorporated herein by reference.

2. Grant of Access Easement. Grantor has granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto Grantees, their heirs and assigns, for the benefit of the Grantees' Homestead Parcel, a non-exclusive perpetual easement (a) over, upon and across a portion of the Grantor's Property constituting a twenty foot (20') wide easement area depicted as a gravel drive (Heffalump Road) extending to the east from S.C. Hwy. 170 for purposes of vehicular and pedestrian ingress and egress to and from Grantees' Property over the easement area; and (b) over, upon and across Grantor's Property for the purposes of installing, maintaining and using necessary utilities, if any, for the benefit of the Grantees' property which shall run with the land and bind the interest of the Grantor, its successors and assigns. The rights granted herein shall be for the benefit of Grantee and for the benefit of any and all other occupants, guests, invitees, delivery persons, etc., of the Homestead Parcel, and for its respective heirs and assigns.

3. Limitations on Easement. The Easement granted herein shall be limited to vehicular and pedestrian access, ingress and egress, and the installation, maintenance and use of necessary utilities that shall serve Grantees' Homestead Parcel. Neither party shall install a fence or other barrier which could prevent or obstruct the passage of pedestrian or vehicular travel for the purposes stated herein. Notwithstanding the foregoing, nothing herein shall be construed and/or interpreted to prohibit the Grantees, their heirs and assigns, from erecting a fence and security gate on their Homestead Parcel's terminus with the within Easement herein granted. Grantees shall be permitted to maintain the easement area, inclusive of any repairs that are needed to ensure safe passage across the easement area; however, any improvements to the easement area must be approved by Grantor in advance of any material changes or improvements made to the easement area.

4. Reservation of Grantor's Rights. Grantor hereby reserves the right to utilize the Easement Area for any and all purposes that are not inconsistent with and do not interfere with the Grantees use and of the Easement Area.

5. No Obligation to Pay Rent, Occupancy Changes or Taxes. Grantee shall not be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.

6. Successors and Assigns. This Agreement and the rights granted herein shall run with the title and land and be appurtenant to Grantee's Property, shall run with the title to and burden the easement area and Grantor's Property forever, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their heirs and assigns.

7. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times



specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.

9. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and this Agreement may not be amended, modified, altered or terminated except by written agreement signed by Grantor and Grantee.

10. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of Edwin R. Olsen and Sue Schrank Olsen, their heirs and assigns, and Beaufort County, its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this, within Access and Utility Easement Agreement to be executed, by their hands and seals, this 13 day of December, 2016.

GRANTOR:

WITNESSES:

Edwin R. Olsen  
T. Beude

BEAUFORT COUNTY  
Gary Kubic  
Gary Kubic  
Beaufort County Administrator

State of South Carolina )  
County of Beaufort )

Acknowledgement

I, Bernadene Adles, do hereby certify that Gary Kubic personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

Bernadene Adles  
Notary Public of South Carolina  
My commission expires: 3/3/2019

WITNESSES:  
[Signature]  
[Signature]

GRANTEES: Edwin R. Olsen  
Edwin R. Olsen  
By H. L. Novit, Attorney in Fact

WITNESSES:  
[Signature]  
[Signature]

Sue Schrank Olsen  
Sue Schrank Olsen  
By H. L. Novit, Attorney in Fact

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

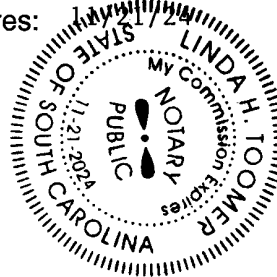
Acknowledgement

I, Linda H. Toomer, do hereby certify that Edwin R. Olsen and Sue Schrank Olsen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

[Signature]

Notary Public of South Carolina  
My commission expires:



**EXHIBIT A**  
**EASEMENT DESCRIPTION**

A Non-Exclusive, Perpetual Access and Utility Easement over and across a portion of two properties owned by Grantor being described as:

All that certain piece parcel or lot of land situate, lying and being in Okatie, Beaufort County, South Carolina and being shown as a 12' gravel road known as Heffalump Road, on that certain plat of survey prepared on August 29, 2016 by David E. Gasque, RLS and being recorded in the Office of the Register of Deeds for Beaufort County on the 15<sup>th</sup> day of December, 2016, in Plat Book 145 at Page 120. Said easement shall include 4' of shoulder off of each of the edges of the existing road for utility purposes. For a more complete description as to courses, metes, bounds and distances referenced may be had to said plat.

A portion of: TMP: R600 013 000 0005 0000 and R600 013 000 003C 0000

This document was prepared by the Law Office of Howell, Gibson & Hughes, P.A., P.O. Box 40, Beaufort, South Carolina, 29901 without the benefit of a title examination or certifications.

5/10/16  
Howell Gibson

EXHIBIT B

BEAUFORT COUNTY SC - ROD  
BK 3537 Pgs 2891-2895  
FILE NUM 2016067311  
12/15/2016 12:05:31 PM  
REC'D BY fjenkins RCPT# 833462  
RECORDING FEES \$0.00

(Please do not write above this line - Reserved for Register of Deeds Office)

Prepared by: Howell, Gibson & Hughes, PA  
PO Box 40, Beaufort, SC 29901

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT ) EASEMENT

THIS AGREEMENT is entered into and made this 14<sup>th</sup> day of December, 2016, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County" / "Grantor") and Edwin R. Olsen and Sue Schrank Olsen (hereinafter referred to as "Grantees").

WITNESSETH

WHEREAS, the County purchased three parcels of land from the Grantees herein pursuant to that certain Purchase Agreement which included a parcel referenced by the Office of the Beaufort County Assessor as R600 013 000 003C 0000;

WHEREAS, the aforementioned parcel lies adjacent to a 10.19 acre parcel known commonly as the "Homestead Parcel" that is owned by the Grantees herein and is referenced in the Office of the Assessor for Beaufort County as R600 013 000 0371 0000;

WHEREAS, the Grantees, for purposes of security and privacy, have requested that the County grant unto them, as part and parcel of the Purchase Agreement aforementioned, an easement that would provide an area large enough to erect a Security Fence that would provide a natural looking border and barrier between the property lines of the Grantor's property (R600 013 000 003C 0000) and the Grantee's property (R600 013 000 0371 0000);

WHEREAS, a "Security Fence" for the purposes of this Agreement, is defined as an actual constructed fence designed by the Grantees, shall be constructed, and maintained by the Grantees and shall be designed and constructed so as to blend-in with the natural surroundings and may be constructed similar to the lattice fence granting access to the Grantees' Homestead Parcel. The within provided-for Security Fence shall be constructed within 120 days after

APPROVED FOR RECORDING  
BY: [Signature]  
BEAUFORT COUNTY ATTORNEY  
DATE: 12/14/2016



closing of the sale by the Grantees of the above mentioned 3 parcels to the within Grantor. Construction shall be undertaken and supervised by the Grantees. The Security Fence shall be designed and constructed by the Grantees subject to the written approval by the Grantor, which approval shall not be unreasonably withheld.

WHEREAS, pursuant to the original Purchase Agreement between the parties, and in consideration of the purchase of the three County parcels, the County agreed to grant, and does hereby grant, an easement for the purposes of erecting a natural fence along the boundary lines of the two adjacent properties. Said easement would also allow for the construction of an entrance gate that would provide access to the Grantee's property at the end of a gravel drive known as Heffalump Road.

WHEREAS, the parties hereto have a desire to enter this Agreement to memorialize the terms of the Grantees' security and gate easement.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The recitals herein contained are true and correct and are incorporated herein by reference.

2. Grant of Access Easement. Grantor has granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto Grantees, their heirs and assigns, for the benefit of Grantees' Property, a 50' non-exclusive perpetual easement over, upon and across a portion of the Grantor's Property constituting a fifty foot (50') wide easement as depicted on a plat prepared by David Gasque dated August 29, 2016 for purposes of Grantee installing and maintaining a Security Fence, as above provided and described, to act as a border and boundary privacy buffer area between the two properties of the Grantor and Grantee. The Grantor hereby grants unto the Grantees the specific right, privilege, license to the owners of the Homestead Parcel to maintain, improve, install plantings, have access to the within provided fifty foot wide easement area as desired by the owners of the Homestead Parcel. As provided-for in the Purchase Agreement between the parties to this Easement Agreement, the cost of construction of the Security Fence constructed by the within Grantees and the within fifty foot (50') wide easement area shall be shared equally by the Grantor and the Grantees. The within provided 50' easement area running just beyond the driveway of the Grantees, and existing across a gravel drive known as Heffalump Road, may also be designated and used for purposes of installing or constructing a gate entrance to the 10.19 acre parcel owned by Grantees. Said within granted easement shall be for the benefit of the Grantees' property which shall run with the land and bind the interest of the Grantor, its successors and assigns. The rights granted herein shall be for the benefit of Grantees and for the benefit of any and all other occupants of Grantee's Property, and for its respective heirs and assigns.

3. Limitations on Easement. The Easement granted herein shall be limited to the erection of a Security Fence, as above provided, and gateway entrance along Heffalump Road. Grantees shall be responsible for maintaining the easement area, inclusive of any repairs that are needed to the Security Fence and gateway entrance to the private drive of the Grantees; however, any improvements to the easement area must be approved by Grantor in advance of

any material changes or improvements made to the easement area. Such Grantor's approvals shall not be unreasonably withheld.

4. Reservation of Grantor's Rights. Grantor hereby reserves the right to utilize the Easement Area for any and all purposes that are not inconsistent with and do not interfere with the Grantees' use, privacy, and enjoyment of the Easement Area. Nothing herein shall be interpreted or construed to permit access to the Easement Area by the general public.

5. No Obligation to Pay Rent, Occupancy Changes or Taxes. Grantee shall not be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.

6. Successors and Assigns. This Agreement and the rights granted herein shall run with the title and land and be appurtenant to Grantee's Property, shall run with the title to and burden the easement area and Grantor's Property forever, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their heirs and assigns.

7. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.

9. Entire Agreement. This Agreement and the Purchase Agreement between the parties hereto constitute the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and this Agreement may not be amended, modified, altered or terminated except by written agreement signed by Grantor and Grantee.

10. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of Edwin R. Olsen and Sue Schrank Olsen, their heirs and assigns, and Beaufort County, its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this ~~within~~ Access and Utility Easement Agreement to be executed, by their hands and seals, this 13 day of December, 2016.

GRANTOR:

WITNESSES:

J. Budek  
Brunadene A. Gales

BEAUFORT COUNTY  
Gary Kubic  
Gary Kubic  
Beaufort County Administrator

State of South Carolina )  
County of Beaufort )

Acknowledgement

I, Bernadene A. Giles, do hereby certify that Gary Kubic personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

Bernadene A. Giles  
Notary Public of South Carolina  
My commission expires: 3/3/2019

WITNESSES:

[Signature]  
[Signature]

GRANTEES:

[Signature]  
[Signature]  
Edwin R. Olsen  
By H. L. Novit, Attorney in Fact

WITNESSES:

[Signature]  
[Signature]

[Signature]  
[Signature]  
Sue Schrank Olsen  
By H. L. Novit, Attorney in Fact

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

Acknowledgement

I, Linda H. Toomer, do hereby certify that Edwin R. Olsen and Sue Schrank Olsen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of December, 2016.

[Signature]  
Notary Public of South Carolina  
My commission expires: 11/21/24



**EXHIBIT A**  
**EASEMENT DESCRIPTION**

A Non-Exclusive, Perpetual Easement over and across a portion of property owned by Grantor being described as:

All that certain piece parcel or lot of land situate, lying and being in Okatie, Beaufort County, South Carolina and being shown as a 50' Easement on that certain plat of survey prepared on August 29, 2016 by David E. Gasque, RLS and being recorded in the Office of the Register of Deeds for Beaufort County on the 15<sup>th</sup> day of December, 2016, in Plat Book 145 at Page 126. For a more complete description as to courses, metes, bounds and distances referenced may be had to said plat.

A portion of: TMP: R600 013 000 003C 0000

This document was prepared by the Law Office of Howell, Gibson & Hughes, P.A., P.O. Box 40, Beaufort, South Carolina, 29901 without the benefit of a title examination or certifications.





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Work Authorization Terminal Ramp Expansion Project - Design through Construction Admin

**Council Committee:**

County Council

**Meeting Date:**

January 13, 2020

**Committee Presenter (Name and Title):**

Jon Rembold Airport Director

**Issues for Consideration:**

Approval of Talbert, Bright and Ellington Work Authorization 2119-1906

**Points to Consider:**

Work Authorization provides for all design and consulting services through construction administration for the aircraft parking ramp expansion project.

**Funding & Liability Factors:**

The project is eligible for FAA and SCAC funding which together cover 95% of the project cost.

**Council Options:**

Approve, Modify or Reject

**Recommendation:**

Approve



David L Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353

## COUNTY COUNCIL OF BEAUFORT COUNTY

### PURCHASING DEPARTMENT

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

**TO:** Councilman Stewart Rodman, Chairman, Executive Committee  
**FROM:** David L Thomas, CPPO, Purchasing Director  
**SUBJ:** Contract Amendment  
Approval of Talbert, Bright and Ellington Work Authorization 2119-1906  
**DATE:** 12/09/2019

#### **BACKGROUND:**

The aircraft parking ramp at the Hilton Head Island Airport commercial service terminal will be expanded in order to support the terminal project. This work authorization enables the project team to perform the required design, permitting, bidding, and construction administration of the project.

This project is being undertaken as part of the County's Master Services Agreement with Talbert, Bright and Ellington dated July 1, 2018.

Please refer to the attached Work Authorization for more information.

#### **VENDOR INFORMATION:**

Talbert, Bright & Ellington, Inc., Charlotte, NC

#### **COST:**

\$1,026,393



#### **FUNDING:**

90% FAA AIP Grant (future grant), 5% SCAC Grant (future grant), 5% Airport Funds. The Hilton Head Island Airport's 5% share is approximately \$51 thousand and is included in the approved annual budget (Ordinance 2019/30).

Funding approved: **Yes** By: aholland Date: 12/02/2019  
**FOR ACTION:** Executive Committee meeting occurring December 9, 2019.

**RECOMMENDATION:**

Beaufort County Executive Committee approve and recommend to County Council the approval of the Talbert, Bright & Ellington Work Authorization 2119-1906 in the amount of \$1,026,393.

Attachment:  TBE Work Auth 2119-1906.pdf 2.7 MB  No file attached

cc: Ashley Jacobs, County Administrator

Approved: **Yes** Date: 12/03/2019

Check to override approval: ☐ Overridden by:

Override Date:

Christopher S. Inglese, Deputy County Administrator

Approved: **Yes** Date: 12/03/2019

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: **Yes** Date: 12/02/2019

Jon Rembold, Director, Airports Department

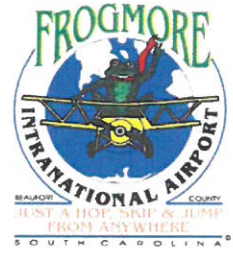
Approved: **Yes** Date: 12/03/2019

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

**After Initial Submission, Use the Save and Close Buttons**



TO: Councilman Stu Rodman, Chairman, Beaufort County Executive Committee

FROM: Jon Rembold, C.M., Beaufort County Airports Director

SUBJ: **Update; Talbert, Bright and Ellington Work Authorization 2119-1906**

DATE: December 6, 2019

During an administrative review of the subject work authorization, a clerical error was discovered. An expense was inadvertently excluded from the total project cost as listed on page 7 of the work authorization. An updated page 7 is included herein. The increase in the total cost is \$14,610, which equates to a \$731 increase to the Airport's share of the project cost.

This update will be reflected in the package when it moves forward to County Council for approval.

**HILTON HEAD ISLAND AIRPORT  
HILTON HEAD ISLAND, SOUTH CAROLINA  
WORK AUTHORIZATION 19-06  
December 5, 2019  
PROJECT NO.: TBI NO. 2119-1906**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

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**Description of Work:** Engineering and Planning Services for preparation, design, bidding, and construction administration of the contract drawings for the proposed expansion of the commercial terminal aircraft parking apron to accommodate three (3) new aircraft gates associated with the proposed commercial terminal building expansion, as depicted in Appendix A (page 8), for the Hilton Head Island Airport in accordance with the Master Contract.

Hilton Head Island Airport will be expanding the existing commercial terminal building to the south, under a separate contract, that will include three (3) new aircraft gate positions. The commercial terminal aircraft apron needs to be expanded to the south to provide airside access to these three (3) new gates. Also included is additional parking for two remain overnight/maintenance parking (RON) aircraft positions and areas for ground support equipment parking. New aircraft apron site lighting (pole-mounted flood lighting) will be included for the new parking positions listed above.

Professional services to be provided by Talbert, Bright & Ellington, Inc. (TBE) will include civil, electrical, and geotechnical engineering services required to accomplish the following items:

**PHASE 01 – Preliminary Design**

The preliminary design phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified. TBE will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project and ensure competitive construction bids. Bids will adhere to the purchasing and procurement policies set forth by Beaufort County, as well as, local and state laws. Activities include:

- a. Conduct a project kick-off meeting. Attendees will be Beaufort County, FAA, design team, and airport tenants.
- b. Coordinate with airport staff, airline representatives (current airlines are: American Airlines, Delta Airlines and United Airlines) to minimize impacts of day-to-day flight operations at the airport (2 meetings).

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Talbert, Bright & Ellington, Inc.

*Work Authorization 2119-1906*



- c. Coordinate with the following agencies for necessary permits related to the proposed improvements for this project:
  - USACE Section 404 Wetland Impact Permit (to be applied for during design under separate contract)
  - SCDHEC-OCRM 401 Water Quality Certification (to be applied for during design under separate contract)
  - Town of Hilton Head Island Wetland Alteration Permit (to be applied for during design under separate contract)
  - SCDHEC-OCRM NPDES Permit (to be applied for during design)
  - Town of Hilton Head Island Design Plan Review Permit (to support construction activity, includes Town departments [Natural Resources, Engineering, Emergency – EMS/Fire, Planning, etc.] to be applied for during design)
  - Hilton Head Public Service District Permit (if any utilities need to be added or relocated for the expansion; if not, simple notification of construction activity, to be applied for during design)
  - Local Dry Utilities Permit (e.g., Palmetto Electric, Hargray Communications, etc.; if any dry utilities need to be added or relocated for the expansion; if not, simple notification of construction activity, to be applied for during design)
  - FAA and Beaufort County Engineering (plan review, to be performed during design)
- d. Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
- e. Coordinate with all subconsultants on the project. This coordination will provide all geotechnical investigation and analysis required for the design, as well as the required survey information for the project.
- f. Prepare an overall construction and safety phasing plan in order to maximize project constructability and minimize interference with airport operations.

#### **PHASE 04 – Engineering Phase Activities-Preliminary Design**

- a. Layout and design of storm drainage conveyance systems for the proposed expansion.
- b. Layout and design of stormwater treatment systems for the proposed expansion impervious areas.

- c. Complete design of erosion and sediment control devices.
- d. Review existing electrical lighting layouts and determine required system modifications and new improvements for the aircraft parking apron edge lighting and aircraft apron site lighting.
- e. Review original design plans for commercial terminal aircraft parking apron to determine method of joint load transfer at interface of existing concrete apron and proposed concrete apron pavements.
- f. Geometric design/layout of proposed expansion of the commercial terminal aircraft parking apron.
- g. Complete the soils investigation, soils report, and recommendations including:
  - 1. Field Exploration
    - a) Conduct boring explorations at various locations in accordance with FAA Advisory Circular (AC) 150/5320-6F. Log and field classify soils and obtain samples for laboratory testing.
  - 2. Laboratory Testing
    - a) Perform laboratory index and strength tests as follows:
      - 1) Compacted CBR tests with subgrade modulus recommendations.
      - 2) Modified proctor compaction tests.
      - 3) Atterberg limit determinations.
      - 4) Sieve analysis.
      - 5) Unit weight and water content determinations.
      - 6) FAA soil classifications for all samples.
- h. Complete necessary topography and site surveying, including establishment of project control points. Survey is not required to be in accordance with FAA AC 150/5300-18B and related advisory circulars.
- i. Complete pavement section design for proposed expansion of the commercial terminal aircraft parking apron and GSE parking areas.
- j. Provide recommendations for construction phasing to the sponsor and airline tenants for their review.
- k. Prepare preliminary engineering report.
- l. Coordinate with Commercial Terminal Building Expansion and Renovation design team to determine near building aircraft apron elevations, proposed boarding bridges locations,

proposed limits of terminal building expansion and related terminal building functions on the proposed aircraft apron expansion.

- m. Preliminary concrete joint layout and interference check.
- n. Meet with Sponsor/FAA to review project after preliminary engineering report submittal, and at 60 percent and 90 percent completion (3 meetings).
- o. Complete estimates of probable construction costs for the recommended alternatives.
- p. Solicit comments on preliminary design from airport personnel and FAA.

#### **PHASE 04 – Final Design**

- a. Incorporate preliminary design comments and respond as necessary to requests for additional information.
- b. Provide final design drawings, specifications, and final estimate of probable construction costs and schedule for the project.
- c. Develop specifications using FAA AC 150/5370-10, "Standards for Specifying Construction of Airports," as amended, and utilize standard provisions supplied by the sponsor, as necessary.
- d. Development of construction safety and phasing plan in accordance with FAA AC 150/5370-2, "Operational Safety on Airports during Construction."
- e. Design all improvements in accordance with FAA standards and guidelines.
- f. Provide for all required design of utilities and services within the area defined in the preliminary design.
- g. Complete final quantity calculations.
- h. Complete final engineer's report for the project. This report will detail all data utilized in the design of the project. The final design report will discuss any/all assumptions made during the design. This shall include the following: Geotechnical investigation, topographic survey, final plans, pavement section design and analysis, final drainage design, final stormwater master plan revisions addressing increase in impervious area from this project, estimates of probable construction costs, and phasing/scheduling recommendations.
- i. Solicit sponsor and FAA approval.

- j. Complete and submit 7460 application.
- k. Submit project to local and state permitting agencies.
- l. Assist airport with advertising and interpretation of project requirements.
- m. Assist airport with preparation of the project application to FAA.
- n. Deliverables - Engineer will provide interim design submittals at 60 percent, 90 percent and 100 percent design completion phases. Deliverables for the 60 percent and 90 percent phases will consist of plan sheets, technical specifications, itemized construction cost estimate, and preliminary Engineer's Report – electronic copy: PDF format. Paper copy: bond full-size for plan sheets. Deliverables for the 100 percent phase will consist of plan sheets, technical specifications, itemized construction cost estimate, and final Engineer's Report.

#### **PHASE 05 – Bidding**

- a. Coordinate schedule and advertisement with Sponsor and FAA.
- b. Distribute plans/specifications to bidders, plan rooms, and funding agencies.
- c. Conduct the pre-bid meeting.
- d. Respond to contractor Requests for Information.
- e. Prepare addenda based off pre-bid meeting and bidders' questions.
- f. Beaufort County will conduct the bid opening per standard practices.
- g. Prepare and distribute the bid tabulation.
- h. Review bids. Coordinate with FAA Civil Rights on DBE participation.
- i. Send recommendation of contract award to Sponsor.
- j. Assist Sponsor with grant application.
- k. Deliverables - Engineer will provide bid tabulation of bids received, and submittal of DBE participation proposed by low responsive bidder to FAA Civil Rights for review and concurrence by the FAA. Upon receipt of written approval of DBE Participation Letter from FAA Civil Rights, Engineer will provide written summary of bids received and construction contract award recommendation for consideration by the Owner.

## PHASE 06 – Construction Administration

- a. **Construction Administration** – this includes providing professional construction contract administration services during the construction contract as follows:
  - Conduct Preconstruction Conference and transmit meeting minutes
  - Review of submittals/shop drawings
  - Filing of notice of construction with FAA
  - Site visits during construction (combined with progress meetings)
  - Conduct bi-weekly progress meetings and transmit meeting minutes
  - Answer questions and review Contractor change requests during construction
  - Process Contractor pay requests during construction
  - Conduct final inspection and transmit punch list items
  - Verify completion of punchlist items through a follow up final inspection
  - Provide update of new airfield diagram to FAA NFDC
  - Prepare record drawings and coordinate final improvements with FAA
  - Prepare Final Engineer's Report
  - Prepare project closeout documents and coordinate with Contractor for proper execution of closeout documents and final payment coordination with Sponsor
- b. **Quality Assurance Testing** – this includes subconsultant providing materials testing services required by the FAA during construction for quality assurance and acceptance:
  - Proofroll of subgrade soils prior to placement of next layer of proposed pavement structure
  - Prepare Proctor curves for onsite subgrade soils
  - Prepare Proctor curve and perform gradation analysis for crushed aggregate base course materials
  - Testing of soils for moisture and compaction
  - Testing of crushed aggregate base course for moisture and compaction
  - Test onsite concrete deliveries for air content, slump, and prepare required strength specimens (compressive cylinders or flexural beams) for subsequent laboratory testing
  - Compressive strength of non-aircraft apron concrete
  - Flexural strength testing of aircraft apron concrete pavement
  - Testing of asphalt pavements
- c. **Resident Project Representative** – this includes providing resident project representative (construction observation) services required by the FAA during construction. This primarily includes providing a full-time resident construction observer while the Contractor is onsite working to observe the Contractor's work activities and finished work. The resident construction observer will also verify quantities of completed work by the Contractor that are eligible for inclusion on each Contractor pay request.



- d. **As-Built Survey** – This survey will be an as-built survey of the completed aircraft parking apron expansion, related final graded areas, stormwater/storm drainage improvements, edge lighting, site lighting, any required utility relocations, and other related incidental project items.

**Exclusions: The following items are not included in this Work Authorization.**

1. Environmental documentation, permitting and mitigation of onsite wetlands impacted by this project. These services will be provided under a separate Work Authorization.

**Estimated Time Schedule:** Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

**Cost of Services:** The method of payment shall be in accordance with Article 6 – Compensation of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$425,606.00**. Special services shall be performed on a not to exceed basis with a budget of **\$615,317.00**, which includes reimbursable expenses. For a total of **\$1,041,003.00** (Appendix B, page 9).

**Agreed as to Scope of Services, Time Schedule and Budget:**

**APPROVED:**  
BEAUFORT COUNTY

**APPROVED:**  
TALBERT, BRIGHT & ELLINGTON,  
INC.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vice President  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

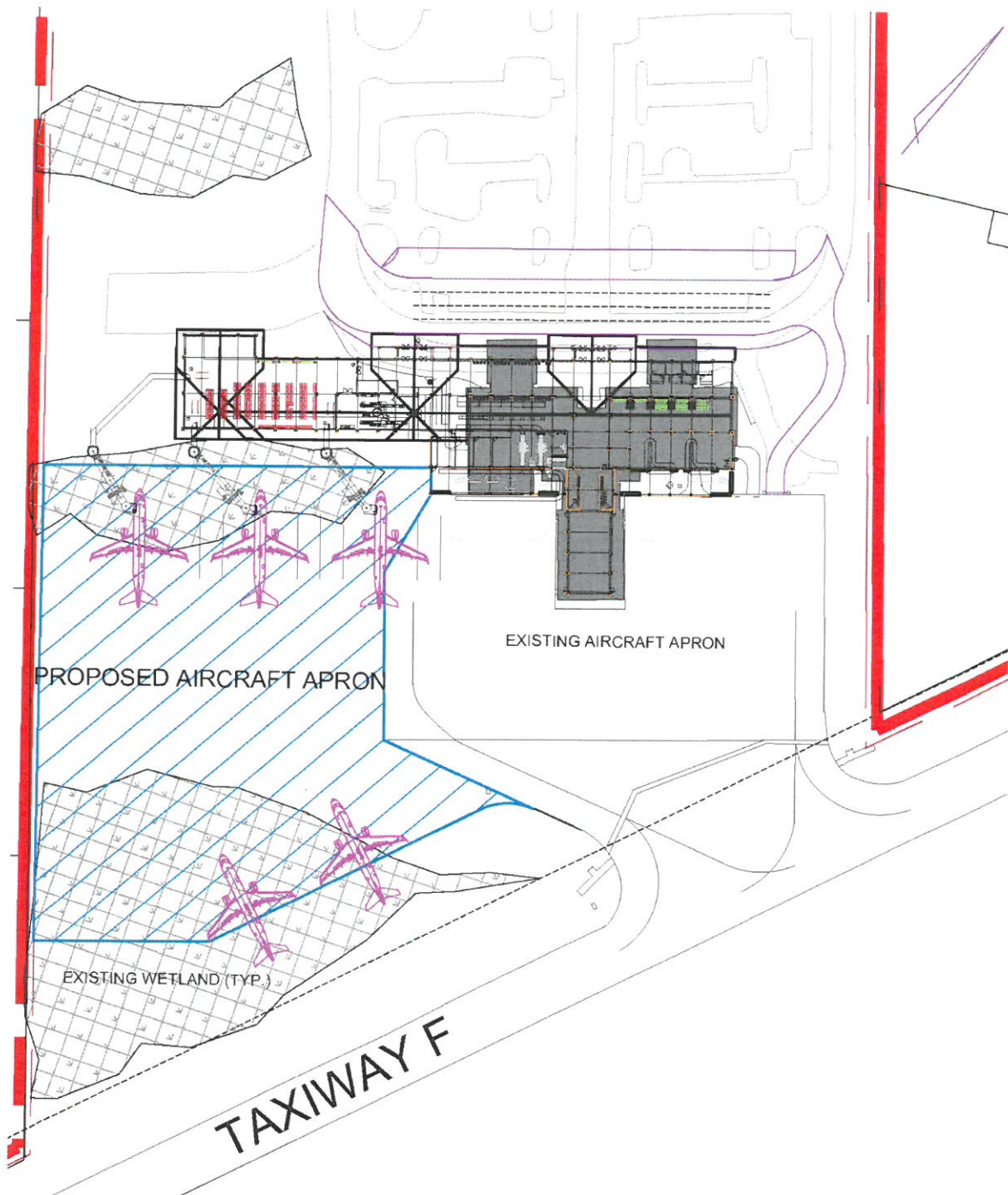
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Talbert, Bright & Ellington, Inc.

*Work Authorization 2119-1906*

## APPENDIX A SCHEMATIC



## APPENDIX B FEE PROPOSAL

### SUMMARY OF FEES

#### AIRCRAFT APRON EXPANSION (THREE NEW GATES TO SOUTH)

HILTON HEAD ISLAND AIRPORT

HILTON HEAD ISLAND, SC

AIP PROJECT NO:

SCAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-1906

November 18, 2019

DESCRIPTION	ESTIMATED
<b>BASIC SERVICES</b>	<b>COST</b>
PRELIMINARY DESIGN PHASE (01)	\$ 24,957.00
DESIGN PHASE (04)	\$ 217,720.00
BIDDING PHASE (05)	\$ 25,475.00
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ 128,026.00
SUBTOTAL	\$ 396,178.00
EXPENSES	\$ 29,428.00
RESIDENT PROJECT REPRESENTATIVE (PHASE 51)	\$ 315,247.00
SUBCONSULTANTS	\$ 300,150.00
SUBTOTAL	\$ 644,825.00
<b>TOTAL \$</b>	<b>1,041,003.00</b>

# MANHOUR ESTIMATE

## AIRCRAFT APRON EXPANSION (THREE NEW GATES TO SOUTH)

HILTON HEAD ISLAND AIRPORT

HILTON HEAD ISLAND, SC

AIP PROJECT NO:

SCAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-1906

November 18, 2019

## PRELIMINARY DESIGN PHASE (01)

DESCRIPTION	PRIN \$ 226	PM \$ 205	E5 \$ 172	E4 \$ 138	E2 \$ 102	E1 \$ 80	T5 \$ 102	AD5 \$ 79	AD3 \$ 66
Preliminary project review w/Owner	12	12	0	2	0	0	1	2	2
Develop project scope/contract	8	4	2	0	0	1	0	4	0
Coordinate with subconsultants	0	12	4	0	0	0	1	0	2
Determine project approach	4	6	8	0	0	1	2	0	0
Meetings (2) with Airport and Airlines	8	16	0	0	0	0	2	1	1
Develop preliminary estimate	2	4	8	0	2	1	2	0	0
MANHOUR TOTAL	34	54	22	2	2	3	8	7	5

## DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 226	34	\$ 7,684
Project Manager	PM	\$ 205	54	\$ 11,070
Engineer VI	E5	\$ 172	22	\$ 3,784
Engineer IV	E4	\$ 138	2	\$ 276
Engineer II	E2	\$ 102	2	\$ 204
Engineer I	E1	\$ 80	3	\$ 240
Technician V	T5	\$ 102	8	\$ 816
Admin. Assistant V	AD5	\$ 79	7	\$ 553
Admin. Assistant III	AD3	\$ 66	5	\$ 330
	Total		137	
<b>SUBTOTAL</b>				<b>\$ 24,957.00</b>

## DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 75	1	\$ 75.00
Postage	LS	\$ 200	1	\$ 200.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 750	1	\$ 750.00
Mileage	MI	\$ 0.60	2,500	\$ 1,500.00
Per Diem	EA	\$ 233.00	10	\$ 2,330.00
<b>SUBTOTAL</b>				<b>\$ 4,855.00</b>
<b>TOTAL PRELIMINARY DESIGN COST:</b>				<b>\$ 29,812.00</b>

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-1906

MANHOUR ESTIMATE

AIRCRAFT APRON EXPANSION (THREE NEW GATES TO SOUTH)  
HILTON HEAD ISLAND AIRPORT  
HILTON HEAD ISLAND, SC  
AIP PROJECT NO:  
SCAA PROJECT NO:  
CLIENT PROJECT NO:  
TBE PROJECT NO: 2119-1906

November 18, 2019

DESIGN PHASE (04)

DESCRIPTION	PRIN \$ 226	PM \$ 205	E5 \$ 172	E4 \$ 138	E2 \$ 102	E1 \$ 80	T5 \$ 102	AD5 \$ 79	AD3 \$ 66
PLANS									
Cover Sheet	0	0	2	0	0	1	0	0	0
Quantities and General Notes	0	2	8	0	0	8	8	0	0
Construction Safety and Phasing Plan	4	4	12	0	0	16	8	0	0
Demolition Plans	0	2	16	14	0	8	20	0	0
Geometric Plans	1	6	32	0	0	0	24	0	0
Grading Plans and Drainage Coord.	6	24	80	0	0	24	56	0	0
Concrete Slab Layout Plans	1	8	8	24	0	8	28	0	0
Concrete Slab Joint Elevations Plans	0	16	60	4	4	8	32	0	0
Typical Sections and Pavement Details	0	2	2	4	4	8	8	0	0
Airfield Edge Ltg and Elect Layout Plans	0	12	8	0	24	0	16	0	0
Airfield Edge Ltg and Elect Circuit Plans	0	8	20	0	0	0	16	0	0
Airfield Edge Ltg and Elect Details	0	2	16	0	0	0	8	0	0
Apron Site Lighting Layout and Circuit Plan	1	12	0	0	0	0	8	0	0
Fencing Plan	1	2	8	0	0	0	20	0	0
Fencing Details	0	1	2	0	0	0	4	0	0
Pavement Marking Plans	0	4	8	0	0	0	8	0	6
Miscellaneous Details	2	4	16	0	8	0	20	0	0
DESIGN									
Coordination/Meetings w/Owner and FAA (2)	16	24	0	0	0	0	0	0	2
Coordination with Subconsultants	16	24	40	0	0	4	12	0	0
CSPP Document	2	10	0	0	0	20	4	4	0
Pavement Design	0	4	2	0	0	0	0	0	0
FAA 7460 Filing	0	2	0	0	0	0	1	0	0
NFDC Coordination	0	2	4	0	0	0	0	2	0
Town of Hilton Head Island Permit Coord.	4	16	24	0	0	0	8	1	0
Tree Removal Caliper-Inch Calcs	0	0	8	0	0	0	4	0	0
Airfield Edge Ltg Design	1	12	24	16	0	0	0	2	0
Apron Site Ltg Design Coord, Elect. Design	1	8	4	0	0	0	2	1	0
Quantities and Construction Estimates	0	6	12	8	4	4	8	1	0
Specifications	4	24	16	4	0	0	0	16	8
Design Review Meetings (3)	8	24	0	0	0	0	0	4	0
Quality assurance plan	8	8	8	4	0	0	0	0	0
Revisions	0	4	16	4	8	8	24	4	2
MANHOUR TOTAL	76	277	456	82	52	117	347	35	18

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 226	76	\$ 17,176
Project Manager	PM	\$ 205	277	\$ 56,785
Engineer VI	E5	\$ 172	456	\$ 78,432
Engineer IV	E4	\$ 138	82	\$ 11,316
Engineer II	E2	\$ 102	52	\$ 5,304
Engineer I	E1	\$ 80	117	\$ 9,360
Technician V	T5	\$ 102	347	\$ 35,394
Admin. Assistant V	AD5	\$ 79	35	\$ 2,765
Admin. Assistant III	AD3	\$ 66	18	\$ 1,188
	Total		1,460	

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-1906



MANHOUR ESTIMATE

AIRCRAFT APRON EXPANSION (THREE NEW GATES TO SOUTH)  
HILTON HEAD ISLAND AIRPORT  
HILTON HEAD ISLAND, SC  
AIP PROJECT NO:  
SCAA PROJECT NO:  
CLIENT PROJECT NO:  
TBE PROJECT NO: 2119-1906

November 18, 2019

DESIGN PHASE (04)

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SUBTOTAL					\$ 217,720.00
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DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 250	1	\$ 250.00
Postage	LS	\$ 250	1	\$ 250.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 2,400	1	\$ 2,400.00
Mileage	MI	\$ 0.60	2,500	\$ 1,500.00
Per Diem	EA	\$ 233.00	10	\$ 2,330.00
SUBTOTAL				\$ 6,730.00

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	COST
STORMWATER/STORM DRAINAGE DESIGN	\$	11,500	1	\$ 11,500.00
SEDIMENT/EROSION CONTROL DESIGN	\$	19,550	1	\$ 19,550.00
SITE DEVELOPMENT PERMITTING	\$	25,300	1	\$ 25,300.00
PREDESIGN GEOTECHNICAL TESTING	\$	28,750	1	\$ 28,750.00
LANDSCAPE DESIGN-LMO	\$	13,800	1	\$ 13,800.00
TOPOGRAPHIC SURVEY	\$	11,500	1	\$ 11,500.00
SUBTOTAL				\$ 110,400.00

TOTAL DESIGN COST:	\$ 334,850.00
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MANHOUR ESTIMATE

AIRCRAFT APRON EXPANSION (THREE NEW GATES TO SOUTH)  
HILTON HEAD ISLAND AIRPORT  
HILTON HEAD ISLAND, SC  
AIP PROJECT NO:  
SCAA PROJECT NO:  
CLIENT PROJECT NO:  
TBE PROJECT NO: 2119-1906

November 18, 2019

BIDDING PHASE (05)

DESCRIPTION	PRIN	PM	E5	E4	E2	E1	T5	AD5	AD3
	\$ 226	\$ 205	\$ 172	\$ 138	\$ 102	\$ 80	\$ 102	\$ 79	\$ 66
Coordinate advertisement	0	2	0	0	0	0	0	2	0
Coord./Distribution bid docs	0	2	0	2	0	0	2	2	0
Prebid meeting	0	8	8	0	0	0	0	0	0
Bidder question & answers	4	16	24	8	4	2	2	8	2
Prepare addenda	2	12	16	6	4	2	4	8	4
Bid tabulation	0	1	2	0	0	0	0	0	0
Bid Review/Award Recomm.	0	4	0	0	0	0	0	2	0
MANHOUR TOTAL	6	45	50	16	8	4	8	22	6

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 226	6	\$ 1,356
Project Manager	PM	\$ 205	45	\$ 9,225
Engineer VI	E5	\$ 172	50	\$ 8,600
Engineer IV	E4	\$ 138	16	\$ 2,208
Engineer II	E2	\$ 102	8	\$ 816
Engineer I	E1	\$ 80	4	\$ 320
Technician V	T5	\$ 102	8	\$ 816
Admin. Assistant V	AD5	\$ 79	22	\$ 1,738
Admin. Assistant III	AD3	\$ 66	6	\$ 396
	Total		165	
<b>SUBTOTAL</b>				<b>\$ 25,475.00</b>

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200	1	\$ 200.00
Postage	LS	\$ 250	1	\$ 250.00
Copying	LS	\$ 500	1	\$ 500.00
Reproduction	LS	\$ 1,000	1	\$ 1,000.00
Advertisement	LS	\$ 1,200	0	\$ -
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 750	1	\$ 750.00
Mileage	MI	\$ 0.60	500	\$ 300.00
Per Diem	EA	\$ 233.00	1	\$ 233.00
<b>EXPENSE DESCRIPTION</b>				<b>\$ 3,233.00</b>

TOTAL BIDDING COST: \$ 28,708.00

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-1906

MANHOUR ESTIMATE  
 AIRCRAFT APRON EXPANSION (THREE NEW GATES TO SOUTH)  
 HILTON HEAD ISLAND AIRPORT  
 HILTON HEAD ISLAND, SC

AIP PROJECT NO:  
 SCAA PROJECT NO:  
 TBE PROJECT NO: 2119-1906

November 18, 2019

CONSTRUCTION ADMINISTRATION PHASE (06)

DESCRIPTION	PRIN \$ 226	PM \$ 205	E5 \$ 172	E4 \$ 138	E1 \$ 102	T5 \$ 80	AD5 \$ 102
Develop project scope/contract	1	4	0	0	0	0	2
Prepare contract docs and RFC plans	0	4	8	0	0	4	4
Coordinate award of contract	2	4	0	0	0	0	2
Coordinate with subconsultants	1	16	4	0	0	4	8
Coord./conduct precon conf.	0	10	0	0	0	0	2
Precon minutes	0	4	0	0	0	0	2
Coordinate/review project schedule	1	4	0	0	0	0	0
Coordinate/review submittals	0	36	24	0	0	0	8
Construction visits/Progress Mtgs	32	96	16	0	0	0	10
Construction reports/Mtg Minutes	4	48	4	0	0	0	8
Review/coordinate field changes	4	24	24	0	0	8	6
Review QA Test Results/Invoices	2	24	0	0	0	0	6
Construction correspondence	4	32	8	0	0	0	12
Process requests for partial payment	0	32	0	0	0	0	8
FAA IAP/Flight Check Coordination	0	16	4	0	0	0	2
Final inspection/punchlist	8	10	0	0	0	0	2
Final Engineer's Report	0	8	4	0	0	0	4
Develop record drawings	0	16	32	0	0	36	2
MANHOUR TOTAL	59	388	128	0	0	52	88

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST MHRS	EST COST
Principal	PRIN	\$ 226	59	\$ 13,334
Project Manager	PM	\$ 205	388	\$ 79,540
Engineer V	E6	\$ 172	128	\$ 22,016
Engineer IV	E4	\$ 138	0	\$ -
Engineer I	E1	\$ 102	0	\$ -
Technician V	T5	\$ 80	52	\$ 4,160
Admin. Assistant V	AD5	\$ 102	88	\$ 8,976
	Total		715	
<b>SUBTOTAL</b>				<b>\$ 128,026.00</b>

MANHOUR ESTIMATE  
AIRCRAFT APRON EXPANSION (THREE NEW GATES TO SOUTH)  
HILTON HEAD ISLAND AIRPORT  
HILTON HEAD ISLAND, SC

AIP PROJECT NO:  
SCAA PROJECT NO:  
TBE PROJECT NO: 2119-1906

November 18, 2019

CONSTRUCTION ADMINISTRATION PHASE (06)

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
Postage	LS	\$ 750	1	\$ 750.00
Copying	LS	\$ 500	1	\$ 500.00
Reproduction-Rel. for Const.	LS	\$ 2,000	1	\$ 2,000.00
Reproduction-As Built	LS	\$ 500	1	\$ 500.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 200	1	\$ 200.00
Mileage	MI	\$ 0.60	10,000	\$ 6,000.00
Per Diem	EA	\$ 233.00	20	\$ 4,660.00
<b><i>SUBTOTAL</i></b>				<b><i>\$ 14,610.00</i></b>

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT RATE	EST UNITS	EST COST
Quality Assurance Testing - NTE	\$149,500.00	1	\$ 149,500.00
Stormwater/Storm Drainage-CA	\$17,250.00	1	\$ 17,250.00
As-Built Survey	\$23,000.00	1	\$ 23,000.00
<b><i>SUBTOTAL</i></b>			<b><i>\$ 189,750.00</i></b>
<b>TOTAL PHASE 6:</b>			<b>\$ 332,386.00</b>

MANHOUR ESTIMATE  
AIRCRAFT APRON EXPANSION (THREE NEW GATES TO SOUTH)  
HILTON HEAD ISLAND AIRPORT  
HILTON HEAD ISLAND, SC

AIP PROJECT NO:  
CLIENT PROJECT NO:  
TBE PROJECT NO: 2119-1906

November 18, 2019

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)  
CONTRACT TIME CALENDAR DAYS 240

DESCRIPTION	RPR
	\$ 105
Project review/Preconstruction Conference	10
Site mobilization	8
On site inspection	2,640
Final inspection	10
Follow up inspection	210
Site demobilization	8
MANHOUR TOTAL	2,886

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST MHRS	EST COST
RESIDENT ENGINEER	RPR	\$ 88	2,886	\$ 253,968
		Total	2,886	
<b>SUBTOTAL</b>				<b>\$ 253,968.00</b>

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
Telephone	LS	\$ -	0	\$ -
Postage	LS	\$ -	0	\$ -
Miscellaneous expenses (prints, faxes, copies)	LS	\$ -	0	\$ -
Travel	LS	\$ -	0	\$ -
<b>SUBTOTAL</b>				<b>\$ -</b>

PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
DAILY PER DIEM	PD	\$ 233	263	\$ 61,279
		Total	263	
<b>SUBTOTAL</b>				<b>\$ 61,279.00</b>
<b>TOTAL PHASE 51:</b>				<b>\$ 315,247.00</b>





## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

**Item Title:**

Work Authorization Terminal Project - Design through Construction Admin

**Council Committee:**

County Council

**Meeting Date:**

January 13, 2020

**Committee Presenter (Name and Title):**

Jon Rembold Airport Director

**Issues for Consideration:**

Approval of Talbert, Bright and Ellington Work Authorization 2119-1905

**Points to Consider:**

Work Authorization provides for all design and consulting services through construction administration for the terminal expansion and renovation project.

**Funding & Liability Factors:**

The project is eligible for FAA and SCAC funding which together cover 95% of the project cost.

**Council Options:**

Approve, Modify or Reject

**Recommendation:**

Approve



## COUNTY COUNCIL OF BEAUFORT COUNTY

### PURCHASING DEPARTMENT

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

David L Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353

**TO:** Councilman Stewart Rodman, Chairman, Executive Committee

**FROM:** David L Thomas, CPPO, Purchasing Director

**SUBJ:** Contract Amendment

Approval of Talbert, Bright and Ellington Work Authorization 2119-1905

**DATE:** 12/09/2019

#### **BACKGROUND:**

The terminal building at the Hilton Head Island Airport will be expanded and renovated in order to support the change in air carrier equipment and the increase in the passengers. This work authorization enables the project team to perform the required design, permitting, bidding, and construction administration of the project.

The design will be complete in May 2020 and the bidding phase will commence immediately following the completion of design and permitting. Construction is expected to start Fall of 2020 and require approximately 24 months to complete.

This project is being undertaken as part of the County's Master Services Agreement with Talbert, Bright and Ellington dated July 1, 2018.

Please refer to the attached Work Authorization for more information.

#### **VENDOR INFORMATION:**

Talbert, Bright and Ellington, Inc., Charlotte, NC

#### **COST:**

\$6,199,287.50

#### **FUNDING:**



90% FAA AIP Grant (future grant), 5% SCAC Grant (future grant), 5% Airport Funds. The Hilton Head Island Airport's 5% share is approximately \$310 thousand and is included in the approved annual budget (Ordinance 2019/30).

Funding approved: **Yes** By: aholland Date: 12/02/2019

**FOR ACTION:** Executive Committee meeting occurring December 9, 2019.

**RECOMMENDATION:**

Beaufort County Executive Committee approve and recommend to County Council the approval of the Talbert, Bright and Ellington Work Authorization 2119-1905 in the amount of \$6,199,287.50.

Attachment:  TBE Work Auth 2119-1905.pdf  
7.17 MB  No file attached

cc: Ashley Jacobs, County Administrator

Approved: **Yes** Date: 12/03/2019

Check to override approval: ☐ Overridden by:

Override Date:

Christopher S. Ingles, Deputy County Administrator

Approved: **Yes** Date: 12/03/2019

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: **Yes** Date: 12/02/2019

Jon Rembold, Director, Airports Department

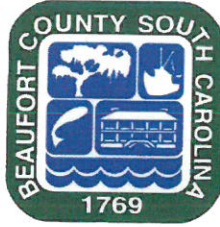
Approved: **Yes** Date: 12/02/2019

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

**After Initial Submission, Use the Save and Close Buttons**



TO: Councilman Stu Rodman, Chairman, Beaufort County Executive Committee

FROM: Howard Ackerman, Chairman, Beaufort County Airports Board

SUBJ: **Approval of Talbert, Bright and Ellington Work Authorization 2119-1905**

DATE: November 26, 2019

**BACKGROUND:**

The terminal building at the Hilton Head Island Airport will be expanded and renovated in order to support the change in air carrier equipment and the increase in the passengers. This work authorization enables the project team to perform the required design, permitting, bidding, and construction administration of the project.

The design will be complete in May 2020 and the bidding phase will commence immediately following the completion of design and permitting. Construction is expected to start Fall of 2020 and require approximately 24 months to complete.

This project is being undertaken as part of the County's Master Services Agreement with Talbert, Bright and Ellington dated July 1, 2018.

Please refer to the attached Work Authorization for more information.

**VENDOR INFORMATION:**

Talbert, Bright & Ellington, Inc., Charlotte, NC

**COST:**

\$6,199,287.50

**FUNDING:** 90% FAA AIP Grant (future grant), 5% SCAC Grant (future grant), 5% Airport Funds

**FOR ACTION:** Executive Committee meeting occurring December 9, 2019.

**RECOMMENDATION:** Recommend to Beaufort County Executive Committee Approval of WA 2119-1905

**Encl:** Talbert, Bright and Ellington Work Authorization 2119-1905

**HILTON HEAD ISLAND AIRPORT  
HILTON HEAD ISLAND, SOUTH CAROLINA  
WORK AUTHORIZATION 19-05  
November 26, 2019  
PROJECT NO.: TBE NO. 2119-1905**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

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**Description of Work Authorized:** The Talbert Bright & Ellington, Inc. (TBE) project team will provide design, bidding (provision of plans, response to questions, bid opening), and construction administration services for the Hilton Head Airport (HXD) in Hilton Head, South Carolina for the expansion and renovation of the existing commercial terminal building.

The project will be based on results of multiple iterations of schematic layouts created to rehabilitate and expand the existing terminal, as well as input from the local terminal stakeholder group on November 6, 2019. For the purposes of this proposal, the project will consist of the following:

- Construction and rehabilitation of the terminal building and concourse. A sketch of the proposed locations of construction is included at the end of this work authorization (Appendix A, page 28).
- The construction of the existing terminal will consist of:
  - Add two bag claim devices and expand in-bound baggage make-up
  - Relocate rental car counters and allow for 4 counters with office space
  - Add ATO office space and relocate ticket counters to allow for additional queuing
  - Rework TSA bag screening and design for a future automated outbound baggage make-up device
  - Renovate existing bathrooms
  - Relocate holdroom area to the expansion portion of this project and prepare existing holdroom space as shell for future use
- The rehabilitation portion of the Terminal and Concourse will consist of:
  - Provide queuing, new TSA offices and 2 security checkpoint lanes
  - Provide jetway and holdroom space for 3 gates (accommodating ERJ-175s) with 2 gates served by passenger boarding bridges and 1 gate served by ground-boarding
  - Provide new restrooms and retail areas
- General functional circulation and wayfinding
- Rework and add to the existing curb length including drop-off and pick-up requirements
  - Provide 4 lanes of vehicular traffic on the landside of the terminal building
  - Modify existing parking lot to accommodate the new lanes of traffic
  - Modify access from landside to aircraft ramp on north side of terminal building
- Locate and provide for kiosks, ticket counters, and queuing needs
- Provide for Airport Administration Areas, TSA Leased Areas, Police Area

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Talbert, Bright and Ellington, Inc.

*Work Authorization 2119-1905*



- Security Screening Checkpoint (SSCP) layout, operations and queuing, exit lane configuration and staffing
- Support areas including maintenance, storage, janitorial and utility spaces
- Compliance with ADAAG and ANSI requirements
- Site landscaping improvements
- The entire project will be designed through 100% Construction Documents for the LLR, FAA and DRB reviews and the scope includes Bidding/Permitting services.

The following is a breakdown provided for each discipline. In order to give shape and size to the terminal facility during the previous planning phase of the project, a significant number of assumptions were made about the existing building and programmatic requirements. The project team is now moving on to the design phase of the project that consists of pre-design and programming, schematic design, design development, construction documents, and bidding/permitting phases. The schematic layout (Appendix A, page 28) will be evaluated in greater detail during the early stages of design so as not to create problems as the project progresses. The work that took place during the Terminal Study phase of the project was used to determine the quantity, size, and placement of Terminal components to match facility needs with enplanement forecasts. The design team needs to test any assumptions resulting from the schematic design in order to determine the actual design. We also need to work with the appropriate agencies to determine actual sizes and locations.

This does not necessarily mean that the schematic design assumptions will change dramatically, but that the actual program, placement, and size of spaces needs to be determined, reviewed, and approved by the appropriate agencies in order for the Schematic Design phase to begin.

#### **A. PROGRAM MANAGEMENT/ARCHITECTURAL COORDINATION**

TBE is responsible for program management and for ensuring a successful, efficient, and cost-effective design and construction process for all elements of the project. TBE is responsible for the following duties:

1. Complete Terminal Expansion and Renovation Program management including coordination between the Architect, all subconsultants, agencies, stakeholders, etc.
2. Coordinate with team members to incorporate information and design data that spans the various disciplines.
3. Providing document coordination and application to all relevant project documents and files through the entire project duration.
4. Documentation of meetings including the drafting & finalizing of the meeting agenda, recording and issuing meeting minutes and tracking meeting action items to completion.
5. Management of the RFI process during the design and bidding of the Project to provide a cohesive approach across the Program, including review and distribution to the appropriate discipline leads.

6. Serving as the main point of contact between HXD and the team members for project design, bidding and construction.
7. Providing all required special and additional services to complete the goals of the program as a whole, including each project element. For example: surveying, geotechnical investigations, quality assurance testing, etc.
8. Reviewing and processing of subconsultant and contractors' invoices and applications for payment.
9. During the construction phase of the project, TBE will review monthly schedule updates provided by the construction contractor to ensure compliance with specifications as follows:
  - Schedule updates will be reviewed for technical compliance with the specifications.
  - Schedule updates will be reviewed for achievability/constructability with a focus on the following.
  - Critical and near critical paths
  - Contractor resources
  - Construction phasing and coordination with other entities (airport operations, utilities, etc.)
  - Cash flow to ensure the project is delivered on time and under budget.
  - Budgeted and actual costs are in line with pay applications.
10. During the construction phase of the project, TBE will report findings to the project team to ensure that the contractor remains on schedule for all interim and contract completion dates. This information will be critical to the team in order to manage contractor resources, phasing and payment schedule.

## **B. PRE-DESIGN/PROGRAMMING**

### **I. Architectural**

1. Develop and define scope of services:
  - Confirm program and deliverables
  - Confirm components with anticipated funding program
2. Confirm design constraints:
  - Confirm limits of design with owner for each discipline
  - Identify existing design problems to be addressed in proposed projects
3. Confirm documentation requirements:
  - Confirm CAD and file-sharing software, standards and procedures for creating and distributing the project documents, methods and stakeholders for communication
4. Confirm project delivery method (design/bid/build) and alternative management options
5. Confirm stakeholder approvals (Airlines, Air Carriers, TSA, FAA, others)
6. Confirm preliminary construction budget and availability of monies by year:

- Confirm overall budget goals
- Budgets, provided by the cost consultant, will include construction costs for each phase of project
- Identify methods for value engineering evaluation
- 7. Assess cost eligibility for terminal improvements
- 8. Confirm authorities having jurisdiction (HXD) required procedures and approval processes (zoning, county, city, DOI)
  - Confirm applicable codes and zoning ordinances:
  - Confirm requirements, milestones, response and incorporation procedures
- 9. Coordinate with Cost Consultant on cost-estimating
  - Define methods and milestones for developing construction cost opinions
  - Working session with third-party cost estimator to confirm basic assumptions regarding historical similar costs and geographic impacts
- 10. Schedule, attend, conduct and document on-site project review meetings (2 meetings)
- 11. Assemble, review and submit deliverables

## **II. Structural Engineering**

1. Confirm components of projects and deliverables
2. Establish Owner criteria and design constraints
3. Initial field investigation site visits for documentation of existing structural systems

## **III. Geotechnical Engineering**

1. Geotechnical exploration
  - Contact SC One-Call Center (PUPS) to mark existing utilities
  - Meet with airport personnel to coordinate field activities
  - 13 cone penetration tests (CPT) – 11 to 30 feet – 2 to 100 feet
  - Shear wave velocity (SWV) testing for one of the 100-foot CPTs
2. Geotechnical engineering and reporting
  - General geologic overview of the subject site
  - Soil conditions encountered and pertinent engineering properties
  - Groundwater depth
  - Suitable foundation system(s)
  - Minimum bearing depth
  - Design bearing capacity
  - Settlement estimates (total and differential)
  - Passive earth pressure coefficient, soil unit weight, and base friction value
  - Seismic site characterization
  - Preliminary liquefaction assessment
  - Slab-on-grade design recommendations, including k-value
  - Field and recommended CBR for subgrade areas under proposed vehicular drive/parking areas pavement design
  - Unified Soils Classifications of existing subgrade soils
  - Soil profile depths, existing blows per foot, water table depth after 24 hours for each civil site boring location

- Pavement materials and associated depths for civil site borings in existing paved areas
- Site grading/earthwork recommendations, including suitability of onsite soils for reuse and compaction guidelines
- Comments relating to adverse geotechnical conditions

**IV. Mechanical, Electrical, Plumbing, Fire Protection, IT and Security Engineering**

1. Confirm components of projects and deliverables
2. Establish Owner criteria and design constraints
  - Define MEPFP spatial requirements
  - Review specific building system questions
  - Review specific IT systems requirements, in coordination with the Owner staff and Owner's vendors
  - Review specific security system requirements, in coordination with the Owner staff and Owner's vendors
3. Initial field investigation site visits for documentation of existing MEPFP systems

**V. Civil Engineering**

1. Confirm components of projects and deliverables
2. Review and evaluate all existing design documentation
3. Initial field investigation site visits for documentation of existing conditions

**VI. Specialty Lighting Design**

1. Confirm components of projects and deliverables

**VII. Baggage Handling Systems**

1. Confirm components of projects and deliverables
2. Review and evaluate all existing design documentation
3. Field survey existing conditions to determine where system interface between existing and new conveyor line rights-of-way and coordinate field survey review with all design team disciplines
4. Perform a statistical analysis of the design to verify that it will meet capacity requirements and other performance criteria
5. Development for required phasing approach
6. Provide rough order of magnitude (ROM) estimate of probable BHS costs
7. Provide rough order of magnitude (ROM) estimate of BHS power requirements

**VIII. Aircraft Support Systems**

1. Confirm and develop project scope, Aircraft Gate Equipment requirements and aircraft mix/planning requirements

**IX. Code Consulting**

1. Determine applicable codes
2. Review and prepare code analysis of existing building

**X. Graphics and Signage**

1. Confirm components of projects and deliverables
2. Review specific building system requirements:
  - Perform existing conditions research to define and confirm signage program requirements

**XI. Landscape Improvements**

1. Data gathering (topo conditions, drainage constraints, access and circulation availability, easements and right-of-way, existing and proposed architectural and engineering elements, aerial photos, tree and other natural feature surveys)
2. Coordination with design team
3. Review of site development guidelines or jurisdictional ordinances
4. Review site program
5. Contact relative reviewing agencies to determine specific requirements for the project
6. Prepare base file with survey, site plan and grading plans
7. Site visit to review existing site conditions and add to base information (1 visit)

**XII. Deliverables**

1. Plan and written documents with programming, placement, and initial design based on input and coordination with appropriate agencies and their approval:
  - Provide detailed written program document defining all required spaces (with square footages noted) to include equipment, building systems, and furnishings
  - Provide program building plans illustrating written program for all new and renovated areas
  - Provide sub-consultants' preliminary analysis reports as defined in scope above
  - Provide CAD base plans of existing building to all consultants
  - Geotechnical engineering report
2. Development and preparation of a "Pre-Design/Preliminary Alternatives Analysis Report" TSA BHS Submittal (based on PGDS requirements) suitable for submission to TSA and generally expected to contain the following;
  - Flight Schedule Analysis
  - Planning Premises
  - Zoning scheme definitions
  - Preliminary screening alternatives explored, alternatives evaluation and preferred alternate selection
  - Order of magnitude cost estimate
  - Staffing level estimates and Life Cycle Costs



## **C. SCHEMATIC DESIGN – 30% REVIEW PACKAGE – LLR, DRB and FAA SUBMITTALS**

### **I. Architectural**

1. Confirm analysis and documentation of existing building:
  - Finalize analysis of existing conditions
  - Confirm modifications made since master plan exercise
2. Confirm owner program and gross floor area:
  - Confirm building requirements and total square footage
3. Confirm space allocation and departmental proximity requirements:
  - Confirm square footages for each department, agency and tenant
  - Confirm sizes and spatial relationships among the various types of spaces
4. Perform code analysis and establish life safety requirements:
  - Synthesize local, state, and federal codes and requirements affecting the project
  - Develop design strategies for implementing code requirements
  - Develop building design to exceed code requirements for egress, number of exits, and exit travel distances
  - Attend AHJ review meeting in Beaufort County
5. Confirm site plan design requirements:
  - Review existing site conditions
  - Identify areas of site requiring modifications based on proposed design
6. Determine building and envelope systems for exterior walls and roof:
  - Analyze existing building envelope and roof and identify areas of weakness
  - Research cladding and envelope systems for enhancing building performance
  - Select materials well suited to the demands of the project
  - Develop preliminary energy analysis of building envelope
7. Assess cost eligibility for terminal improvements
8. Prepare preliminary construction cost opinion with third party cost estimator
9. Submit packages to LLR, DRB and FAA
  - Attend LLR review in Columbia
  - Attend DRB review in Hilton Head Island
  - Respond to and incorporate comments as required
10. Schedule, attend and conduct stakeholder meetings at HXD (4 meetings)
11. Conduct quality control review
12. Assemble, review and submit deliverables

### **II. Structural Engineering**

1. Review specific building system requirements:
  - Perform preliminary analysis of existing building systems performance
2. Assess existing building lateral load system design and impact on Terminal renovation and expansion
3. Provide review and coordination with geotechnical consultant as related to foundation design requirements
4. Consider alternative structural solutions for the building structure

5. Establish structural system, foundation slab, framing grid and estimated floor to floor heights
6. Virtual participation in stakeholder meetings
7. Attend on-site stakeholder meetings to review comments (2 meetings)
8. Review cost estimate
9. Attend quality control review

### **III. Mechanical, Electrical, Plumbing, Fire Protection, IT and Security Engineering**

1. Analysis of existing mechanical, electrical, plumbing and fire protection systems:
  - Field investigation site visits for detailed documentation of existing MEPFP systems
  - MEPFP engineers to perform on-site assessments of existing systems and provide report of findings to owner
2. Determine MEPFP systems to be used:
  - Determine types of systems to be used based on performance, energy efficiency, and assessment of existing systems
  - Identify location for domestic water service and backflow preventers, if new are required
  - Confirm plumbing piping materials for domestic water, waste and vent, and storm drainage.
  - Confirm water heater locations. Confirm types (point of use, tank type) of water heaters. Confirm gas (if available) or electric water heaters.
  - Confirm expectations of re-use for existing roof drain leaders where practical and where new roof leaders need to be relocated for new roof construction areas
  - Confirm replacement of existing plumbing fixtures with new fixtures that are accessible and that exceed the water savings requirements of the Energy Policy Act of 1992; Confirm requirements for low flow toilets (128 gallons/flush), low flow (0.125 gallons/flush) or waterless urinals and low flow faucets (0.5 gpm)
  - Confirm keeping or replacement of the existing air handling units.
  - Confirm desire to utilize energy recovery system in new air handling units
  - Confirm types of air handling system for expansion areas. Confirm locations of interior and exterior equipment.
  - Confirm location(s) of transformers
  - Confirm keeping or replacement of distribution equipment
  - Confirm generator requirements
  - Reconfigure if necessary existing generator distribution
  - Provide fixtures with LED lamp source
  - Confirm desire for daylight harvesting in coordination with the Owner
  - Provide automatic lighting controls
  - Replace older exit signs
  - Provide smoke detection in common, storage, electrical, and mechanical areas where none presently exist
  - Confirm upgrade of the Fire Alarm Control Panel
  - Perform code analysis

- Identify documentation requirements
- Provide preliminary HVAC equipment sizing
- Provide preliminary electrical load sizing.
- Coordination as required with Specialty Lighting Design Consultant
- 3. Determine IT and Security systems and equipment to be used, as coordinated with the Owner staff and Owner's vendor:
  - Preliminary design of structured cabling for voice and data
  - Preliminary design of card reader access system for owner, TSA, tenants
  - Preliminary design of surveillance systems
  - Preliminary design of intrusion systems
  - Preliminary design of wireless systems
  - Preliminary design of paging systems
- 4. Virtual participation in stakeholder meetings
- 5. Attend on-site stakeholder meeting to review comments (4 meetings)
- 6. Review cost estimate
- 7. Attend quality control review

#### **IV. Civil Engineering**

1. Compile information and reconcile concept
2. Development schematic design geometric layouts of the Terminal Curbside, Terminal Road, and existing parking lot revisions.
3. Development schematic design grading and drainage layouts of the Terminal Curbside, Terminal Road, and existing parking lot revisions.

#### **V. Specialty Lighting Design**

1. Review specific building system requirements:
  - Perform preliminary analysis of existing building systems performance
2. Develop exterior and interior lighting scenarios:
  - Identify requirements and locations for artificial lighting
  - Develop lighting concepts with Architect to be reviewed and approved by the owner
3. Prepare preliminary lighting fixture schedules
4. Perform foot candle calculations to confirm lighting level requirements as required
5. Prepare preliminary dimmer/lighting control schedule
6. Virtually attend quality control review

#### **VI. Baggage Handling Systems**

1. Further develop and coordinate the baggage handling system design with all disciplines
2. Continued updates/development for overall phasing approach
3. Model trace baggage carts and anticipated ramp operations
4. Production of detailed equipment manifests
5. Updates/revisions for BOD document as required
6. Specification development

- Updated Basis of Design Report
- Updated Plans and Sections with level of detail prescribed in PGDS
- Updated Conveyor Manifest (approximate conveyor lengths and belt speeds)
- Outline of Reporting Capabilities
- Baggage and data flow charts
- Updated estimate of probable BHS costs
- Updated estimate of BHS power requirements
- Updated project/phasing schedule
- 7. Continued updates/development of BHS Cost Estimates
- 8. Continued updates/development BHS Power Requirements and Heat Load projections
- 9. Virtual participation in stakeholder meetings
- 10. Attend on-site stakeholder meetings to review design (2 meetings)
- 11. Virtually attend quality control review

## **VII. Aircraft Support Systems**

1. Conduct Site Survey and attend planning meeting at HXD
  - Compile and verify existing data
  - Compile and provide existing CAD files to project team from past HXD projects completed by the Contractor
  - Coordinate and verify existing CAD layouts with existing terminal building CAD drawings
2. Develop plans
  - Develop draft aircraft parking plans for all gates that are part of the terminal expansion. Layouts to include striping from the vehicle service roads to the gate parking positions, including vehicle service roads and vehicle parking as necessary.
  - Model trace aircraft layouts showing aircraft maneuvering as necessary along with jet blast evaluation
  - Review and coordinate fuel hydrant locations coordinated with the aircraft parking plans. (if there will be fuel pits)
3. Develop specifications
  - Generate SD Level PBB specifications, selections, layouts, foundation locations, foundation loads, and equipment general layout designs
  - Generate SD Level PBB walkway specifications, foundation locations, foundation loads, and equipment general layout designs
  - Generate SD Level point of use (POU) 400 Hz ground power specifications, and general equipment layout designs
  - Generate SD Level POU preconditioned air (PCA) specifications, and general equipment layout designs
  - Generate SD Level potable water cabinet specifications, cabinet locations, and general equipment layout designs
  - Generate SD Level baggage valet specification, locations, and general equipment layout designs

- Generate SD Level aircraft docking guidance unit specifications, locations, and general equipment layout designs
- Generate SD Level electric GSE charging system specifications, locations, and general equipment layout designs - based on a distributed style system
- 4. Provide coordination with Architectural, MEP, Civil and Structural disciplines for preliminary planning for terminal building interface requirements, electrical requirements and PBB foundation design Depending on the type of GBL system anticipated, terminal building penetrations and security coordination may be required
- 5. Provide budget
  - Provide budget estimates for Aircraft Gate Equipment and apron markings
  - Provide preliminary construction budget based on additional design details identified in this Phase
- 6. Virtual participation in stakeholder meetings
- 7. Attend on-site stakeholder meeting to review design (1 meeting)
- 8. Virtually attend quality control review

#### **VIII. Cost Estimating**

1. Provide cost estimate of design

#### **IX. Code Consulting**

1. Review design and prepare code summary

#### **X. Graphics and Signage**

1. Develop new visual/graphics themes and standards:
  - General conceptual design of proposed visual themes and program aesthetics
  - Confirm owner approval of proposed conceptual design
2. Review cost estimate
3. Virtually attend quality control review

#### **XI. Deliverables - 30% Review Package – LLR, DRB and FAA Packages**

1. Provide written and plan documents:
  - Provide preliminary specifications for major building components
  - Provide schematic building plans, elevations and sections illustrating to scale written program requirements for all new and renovated areas
  - Provide sub-consultants design narratives as defined in scope above
  - Provide sub-consultants' preliminary design plans/reports as defined in scope above
  - Provide construction cost estimate
  - Provide interior and exterior renderings illustrating main building areas for client review and approval
2. Development and preparation of a "30% Design" TSA BHS Submittal (based on PGDS requirements) suitable for submission to TSA and generally expected to contain the following:
  - Updated Basis of Design Report
  - Order of magnitude cost estimate updates



- Program Schedule Development
- Phasing and Constructability Memo
- Updated Plans and Sections with level of detail prescribed in PGDS
- Responses to review comments received in previous phase
- Preparation of a Threat Bag Removal Procedure

#### **D. DESIGN DEVELOPMENT – 60% REVIEW PACKAGE**

##### **I. Architectural**

1. Incorporate modifications to drawings and specifications from schematics review:
  - Coordinate revisions to building design across all disciplines
2. Establish drawing layout methods and conventions:
  - Coordinate construction document standards
3. Coordinate location of site grading and underground utilities:
  - Develop solutions for grading and utilities with proposed building design
4. Development of base building layouts:
  - Refine building plans in greater detail, incorporating structural requirements and material and envelope selections
  - Develop reflected ceiling plans, incorporating lighting and MEPF fixtures
5. Provide shell building and envelope requirements:
  - Select basis of design envelope/window/door manufacturers
  - Integrate envelope selections into building design
6. Determine interior finishes/millwork:
  - Select finish materials and identify areas requiring millwork
  - Develop interior elevations with material selections
7. Determine sustainable building components:
  - Determine level of sustainability desired by owner
  - Develop solutions for achieving sustainability/energy efficiency goals
8. Coordination of building systems into building design:
  - Integrate MEPF systems with building plans, sections, and details
9. Final determination of code requirements and life safety systems:
  - Prepare preliminary life safety plans demonstrating compliance with egress requirements
  - Coordinate with MEPF systems to ensure life safety compliance
  - Coordinate with Supporting Architect for incorporation of code compliance issues
  - Coordinate local, state, and federal code requirements with building design
10. Assess cost eligibility for terminal improvements
11. Complete edit set of contract specifications:
  - Update specifications to reflect materials and systems selections
12. Update construction cost opinion/obtain preliminary contractor pricing:
  - Update budget to reflect building design
  - Procure up-to-date budgetary information from an independent cost estimator
  - Assess cost eligibility for terminal improvements

13. Coordination with AHJ:
  - Integrate comments into building design and layout of specialty equipment
14. Schedule, attend, conduct and document stakeholder meetings at HXD (4 meetings)
15. Conduct quality control review:
  - Schedule and conduct coordination meeting with all disciplines to review progress
16. Assemble, review and submit deliverables

## **II. Structural Engineering**

1. Develop selected structural system
2. Produce further detailed foundation and framing plans, including laterally system, framing member sizes, and plan dimensions
3. Provide preliminary framing sizes
4. Coordinate with the geotechnical consultant as related to foundation requirements
5. Provide outline specifications
6. Provide preliminary details
7. Review cost estimate
8. Participate in quality control review
9. Virtual participation in stakeholder meetings
10. Participation in on-site stakeholder meetings (2 meetings)

## **III. Mechanical, Electrical, Plumbing, Fire Protection, IT and Security Engineering**

1. Provide selections and locations of owner-selected equipment/specialties:
  - Coordinate equipment with building layout
  - Identify any MEPFP systems/services required for installation
2. Provide MEPFP design development requirements:
  - Provide HVAC loads and electrical load calculations
  - Provide MEPFP equipment selections
  - Provide MEPFP and fire alarm drawings
3. Coordinate building systems into building design:
  - Finalize selections and locations of owner selected equipment and specialties
  - Provide final determination of code requirements and life safety systems
4. Determine exterior and interior lighting design and fixtures
5. Examine existing communication pathway and space requirements for communications
6. Develop design of IT systems identified in schematic design Develop drawings and specifications for IT systems and equipment
7. Develop design of security systems identified in schematic design Develop drawings and specifications for security systems and equipment
8. Examine existing communications infrastructure for connectivity:
9. Ongoing coordination with Architect and consultants
10. Coordination as required with Specialty Lighting Design Consultant
11. Provide outline specifications
12. Provide comments after review of estimator's construction cost opinion
13. Coordination with HXD as required:
  - Coordinate with TSA, tenants and code officials

- Owner review and approval
- 14. Review cost estimate
- 15. Participate in quality control review
- 16. Virtual participation in stakeholder meetings
- 17. Participation in on-site stakeholder meetings (4 meetings)

#### **IV. Civil Engineering**

1. Compile information and reconcile concept from schematic design phase
2. 60% Design the Construction Safety and Phasing Plan (CSPP) to detail the safety requirements and overall phasing of the project. Production of the CSPP document and submittal to the FAA for review and approval.
3. 60% Demolition Plans for the limits of construction
4. 60% Geometric Plans of the Terminal Curbside, Terminal Road, and modifications of the existing parking areas impacted by the proposed 4 new vehicular lanes in front of the proposed terminal building front.
5. 60% Grading and Drainage Plans of the Terminal Curbside, Terminal Road, and existing parking areas. Drainage shall include the collection of all storm water and conveyance to the appropriate existing drainage system. Modifications to the existing Airport Stormwater Master Plan addressing increase in impervious area from this project. 60% design of stormwater detention/control improvements required from increase in impervious area.
6. 60% Design of temporary sediment and erosion control measures for the project.
7. 60% Pavement Markings Plans and Marking Details of the Terminal Curbside, Terminal Road, and existing parking areas.
8. 60% Utility design to within five (5) feet of the building.
9. 60% Miscellaneous Details sheets.
10. Preparing quantities of the civil site items along with an engineer's opinion of probable cost at the 60% design level.
11. Preparation of the draft engineering report as required by the FAA.
12. Draft technical specifications pertaining to the civil site items.
13. Quality assurance reviews of the civil site items and coordination with design team members.

#### **V. Specialty Lighting Design**

1. Develop exterior and interior lighting design and fixtures:
  - Analyze daylighting models to determine artificial light requirements
  - Select basis of design lighting fixtures and mounting options to be reviewed and approved by the owner
2. Develop lighting fixture schedules
3. Develop dimmer/lighting control schedules
4. Review cost estimate
5. Virtual participation in quality control review

## **VI. Baggage Handling Systems**

1. Further develop and coordinate the baggage handling system design with all disciplines
2. Attend coordination meetings and participate in teleconferences and web-based meetings as required
3. Continued updates/development for overall phasing approach
4. Production of detailed equipment manifests
5. Updates/revisions for BOD document as required
6. Specification detailed development
7. Continued updates/development of BHS Cost Estimates
8. Continued updates/development BHS Power Requirements and Heat Load projections
9. Virtual participation in quality control review
10. Virtual participation in stakeholder meetings
11. On-site participation at stakeholder meeting to review design (1 meeting)

## **VII. Landscape Improvements**

1. Prepare Planting Plan, Planting Schedule and Details for the following areas
  - Parking lot median plantings
  - Foundation plantings
  - Gravel parking screening
2. Prepare narrative for DRB submittal regarding planting plan
3. Conduct plan take off and prepare estimate of probable cost
4. Project coordination with client and design team
5. Provide plans for Town of Hilton Head DRB permit submittal and review
6. Make minor revisions based on Town of Hilton Head DRB
7. Prepare Planting Plan for Town of Hilton Head DPR Approval
8. Prepare narrative for DPR submittal
9. Revise Planting Plan based on Town of Hilton Head DPR comments
10. Prepare revised estimate of probable cost
11. Provide response to Town of Hilton Head DPR comments
12. Prepare construction documents consisting of drawings and specifications for bidding of all planting design improvements included in Landscape Design and Development and based on Town Hilton Head development permit approved plans:
  - Prepare final construction planting plan with plant list, planting details and technical specification
  - Prepare final estimate of Probable Cost
  - Review plans for errors and omissions
  - Coordinate and submit Construction Document plans and specifications
  - Site and landscape improvements referred to may include but are not limited to:
    - Clearing and grubbing
    - Surface grading and drainage
    - Location and design of pedestrian walkways and hardscape areas
    - Lawns and plantings
    - Irrigation specification

### **VIII. Aircraft Support Systems**

1. Incorporate DD comments and revision requests from stakeholders
2. Continue development of plans
  - Continue development of aircraft parking plans for all gates that are part of the terminal expansion. Layouts to include striping from the vehicle service roads to the gate parking positions, including vehicle service roads and vehicle parking as necessary.
  - Review and coordinate fuel hydrant locations coordinated with the aircraft parking plans. (if there will be fuel pits)
3. Continue development of specifications
  - Model trace aircraft layouts showing aircraft maneuvering as necessary along with jet blast evaluation
  - Generate DD Level PBB specifications, selections, layouts, foundation locations, foundation loads, and equipment general layout designs
  - Generate DD Level PBB walkway specifications, foundation locations, foundation loads, and equipment general layout designs
  - Generate DD Level point of use (POU) 400 Hz ground power specifications, and general equipment layout designs
  - Generate DD Level POU preconditioned air (PCA) specifications, and general equipment layout designs
  - Generate DD Level potable water cabinet specifications, cabinet locations, and general equipment layout designs
  - Generate DD Level baggage valet specification, locations, and general equipment layout designs
  - Generate DD Level aircraft docking guidance unit specifications, locations, and general equipment layout designs
  - Generate DD Level electric GSE charging system specifications, locations, and general equipment layout designs - based on a distributed style system
4. Provide probable cost opinion of items in scope
5. Virtual participation in quality control review
6. Virtual participation in stakeholder meetings
7. On-site participation at stakeholder meeting to review design (1 meeting)

### **IX. Cost Estimating**

1. Provide updated cost estimate of design

### **X. Code Consulting**

1. Review design and update code summary

### **XI. Graphics and Signage**

1. Finalize graphic design and fabrication specifications:
  - Finalize program sign types including material, color, size, and fabrication specifications for design intent
2. Virtual participation in quality control review



## **XII. Deliverables – 60% Review Package**

1. Provide written and plan documents:
  - Provide outline specifications for all building components
  - Provide design development building plans, elevations, sections, and finish schedules illustrating the full scope of work for all new and renovated building areas to include all required building code related assemblies
  - Provide sub-consultants' design development plans and outline specifications as defined in scope above
  - Provide updated construction cost estimate
  - Provide updated interior and exterior renderings illustrating main building areas for client review and approval

## **E. CONTRACT DOCUMENTS 100% REVIEW PACKAGE – LLR, DRB and FAA FINAL REVIEW PACKAGE**

### **I. Architectural**

1. Incorporate modifications to drawings and specifications from design development review:
  - Coordinate revisions to building design across all disciplines
2. Provide final background plans to engineers and consultants:
  - Issue background drawings to consultants for use in preparing final drawings
3. Final coordination of all systems with consultants:
  - Review and integrate building systems in each discipline with building design
4. Provide complete construction drawings
5. Provide complete construction specifications
  - Coordinate front end with civil and FAA
6. Coordinate with cost consultant to provide final cost estimate
7. Submit packages to LLR, DRB and FAA
  - Review final building design with code officials and authorities having jurisdiction
  - Attend on-site review with LLR in Columbia
  - Attend on-site review with DRB in Hilton Head
8. Schedule, attend, conduct and document stakeholder meetings at HXD (4 meetings)
9. Conduct quality control review:
  - Schedule and conduct coordination meeting with all disciplines ahead of final deadline
10. Assemble, review and submit deliverables

### **II. Structural Engineering**

1. Complete the gravity and lateral design of the structure
2. Provide complete construction documents and specifications
3. Provide Statement of Special Inspections per Chapter 17 of the 2015 SCSBC
4. Review cost estimate

5. Participate in quality control review
6. Virtual participation in stakeholder meetings
7. Participation at final on-site stakeholder meetings to review comments (2 meetings)

### **III. Mechanical, Electrical, Plumbing, Fire Protection, IT and Security Engineering**

1. Incorporate modifications into drawings and specifications:
  - Provide MEPFP construction drawing information
  - Provide final HVAC loads and equipment selections
  - Provide final plumbing calculations and equipment selections
  - Provide final MEPFP and fire alarm system drawings
2. Coordinate building systems into building design
3. Provide electrical circuiting and panel schedules
4. Provide final determination of code requirements and life safety systems
5. Coordinate connectivity of existing communication infrastructure:
  - Identify pathway and space requirements for communications
6. Finalize IT design and provide final drawings and specifications
  - Incorporate infrastructure and pathway recommendations to accommodate future expansion
7. Finalize security design and provide final drawings and specifications
8. Provide complete drawings and specifications
9. Review cost estimate
10. Participate in quality control review
11. Virtual participation in stakeholder meetings
12. Participation at final on-site stakeholder meeting to review comments (4 meetings)

### **IV. Civil Engineering**

1. Compile information and reconcile concept from 60% review
2. 100% Design the Construction Safety and Phasing Plan (CSPP) to detail the safety requirements and overall phasing of the project. Production of the CSPP document and submittal to the FAA for review and approval.
3. 100% Demolition Plans for the limits of construction
4. 100% Geometric Plans of the Terminal Curbside, Terminal Road, and existing parking areas.
5. 100% Grading and Drainage Plans of the Terminal Curbside, Terminal Road, and existing parking areas. Drainage shall include the collection of all storm water and conveyance to the appropriate existing drainage system. Final design of stormwater detention/control improvements required from increase in impervious area.
6. 100% Design of temporary sediment and erosion control measures for the project. Submittal of sediment and erosion control plans, calculations and report to SCDHEC/OCRM for review and approval.
7. 100% Pavement Markings Plans and Marking Details of the Terminal Curbside, Terminal Road, and existing parking areas.
8. 100% Utility design to within five (5) feet of the building.
9. 100% Miscellaneous Details sheets.

10. Filing of the 7460 for the final building/site condition.
11. Create Construction Safety and Phasing Plan (CSPP) and submit to FAA for review.
12. Preparing quantities of the civil site items along with an engineer's opinion of probable cost.
13. Preparation of the engineering report as required by the FAA.
14. Technical specifications pertaining to the civil site items.
15. Quality assurance reviews of the civil site items and coordination with design team members.

**V. Specialty Lighting Design**

1. Finalize exterior and interior lighting design and fixtures
2. Finalize lighting level calculations for all fixtures
3. Coordinate fixture types, quantities, locations and mounting heights with Architectural drawings
4. Review cost estimate
5. Participate in quality control review

**VI. Baggage Handling Systems**

1. Further develop and coordinate the baggage handling system design with all disciplines
2. Continued updates/development for overall phasing approach
3. Production of detailed equipment manifests
4. Updates/revisions for BOD document as required
5. Specification detailed development
6. Development and preparation of a 100% TSA Submittal (based on PGDS requirements) suitable for submission to TSA and generally expected to contain the following:
  - Updated Basis of Design Report
  - Updated Plans and Sections with level of detail prescribed in PGDS
  - Updated Conveyor Manifest (approximate conveyor lengths and belt speeds)
  - Outline of Reporting Capabilities
  - Baggage and data flow charts
  - Updated estimate of probable BHS costs
  - Updated estimate of BHS power requirements
  - Updated project/phasing schedule
  - Preparation of a bag tracking description
  - Preparation of a preliminary contingency plan
  - Preparation of a Threat Bag Removal Procedure
7. Continued updates/development of BHS Cost Estimates
8. Continued updates/development BHS Power Requirements and Heat Load projections
9. Virtual participation in quality control review
10. Virtual participation in stakeholder meetings
11. On-site participation at stakeholder meetings to review comments (2 meetings)

## **VII. Landscape Improvements**

Construction documents consisting of drawings and specifications for bidding of all planting design improvements included in Landscape Design and Development and based on Town of Hilton Head development permit approved plans:

1. Prepare final Construction Planting Plan with plant list, planting details and technical specification
2. Provide Irrigation Design Package for foundation planting at proposed Airport Terminal to include plans, details, and written irrigation specifications (Provided by subconsultant, Simmons Irrigation)
3. Prepare final estimate of Probable Cost
4. Review plans for errors and omissions
5. Coordinate and submit Construction Document Plans and Specification to TBE for placement into Bid Package of all disciplines (digital submission)
6. Site and Landscape Improvements referred to may include but are not limited to:
  - Clearing and Grubbing
  - Surface grading and drainage (Provided by TBE and Ward Edwards Engineering)
  - Location and design of pedestrian walkways and hardscape areas (Provided by TBE)
  - Site engineering (Provided by TBE)
  - Outdoor lighting locations and type (parking area lighting design provided by utility or TBE)
  - Lawns and plantings
  - Signage (Provided by TBE)
  - Fences (Provided by TBE)
  - Site furnishings (Provided by TBE)
  - Irrigation (Provided by subconsultant, Simmons Irrigation)

## **VIII. Aircraft Support Systems**

1. Incorporate DD comments and revision requests from stakeholders
2. Finalize aircraft parking plans for all gates that are part of the terminal expansion. Layouts to include striping from the vehicle service roads to the gate parking positions, including vehicle service roads and vehicle parking as necessary.
3. Model trace aircraft layouts showing aircraft maneuvering as necessary along with jet blast evaluation
4. Generate CD Plans and Specifications
  - PBB specifications, selections, layouts, foundation locations, foundation loads, and equipment general layout designs
  - PBB walkway specifications, foundation locations, foundation loads, and equipment general layout designs
  - Point of use (POU) 400 Hz ground power specifications, and general equipment layout designs
  - POU preconditioned air (PCA) specifications, and general equipment layout designs
  - Potable water cabinet specifications, cabinet locations, and general equipment layout designs

- Baggage valet specification, locations, and general equipment layout designs
  - Aircraft docking guidance unit specifications, locations, and general equipment layout designs
  - Electric GSE charging system specifications, locations, and general equipment layout designs - based on a distributed style system
5. Review and coordinate fuel hydrant locations coordinated with the aircraft parking plans. (if there will be fuel pits)
  6. Provide probable cost opinion of items in scope
  7. Virtual participation in quality control review
  8. Virtual participation in stakeholder meetings
  9. On-site participation at stakeholder meeting to review design (1 meeting)

**IX. Code Consulting**

1. Provide final code summary
2. Attend LLR code meeting in Columbia

**X. Graphics and Signage**

1. Finalize signage locations, quantities, and messaging:
  - Confirm owner review and approval
2. Provide final graphics drawings and fabrication specifications:
  - Confirm owner review and approval

**XI. Deliverables**

1. Provide written and plan documents:
  - Provide construction specifications for all building components
  - Provide construction document plans, elevations, sections, details, schedules, and building code data defining for the contractor the full scope of work including desired construction phasing for all new and renovated building areas
  - Provide sub-consultants' construction document plans and specifications as defined in scope above
  - Provide final construction cost estimate
  - Provide list and details of construction alternatives
2. Provide sealed construction documents (3 gates with 1 gate alternate only) plans and specifications

**F. BIDDING AND PERMITTING**

**I. Architectural**

1. Assist in preparation of bid advertisement
  - Coordinate with newspaper/websites/plan rooms
  - Submit electronic copy of plans to plan rooms
2. Attend on-site pre-bid conference



- Prepare agenda and sign-in sheet, conduct meeting, prepare pre-bid minutes, prepare and submit addendum
- 3. Respond to bidders' questions and requests for clarifications:
  - Record questions and prepare answers to be included in addenda
- 4. Prepare and distribute addenda as required:
  - Revise drawings/specifications; include with answers to bidders' questions
  - Incorporate addenda into drawings set
- 5. Submit drawings for permit:
  - Schedule application for permit and respond to reviewer comments
- 6. Assist in preparation of bid summary form
- 7. Post bid:
  - Assist owner with distribution of final contract documents incorporating all revisions

## **II. Structural Engineering**

1. Respond to bidder's questions and requests for clarification
2. Prepare addenda with revised drawings as necessary

## **III. Mechanical, Electrical, Plumbing, Fire Protection, IT and Security Engineering**

1. Respond to bidder's questions and requests for clarification
2. Prepare addenda with revised drawings as necessary

## **IV. Civil Engineering**

1. Coordinate project advertisement
2. Coordinate and distribute bid documents
3. Attend and facilitate pre-bid meeting
4. Respond to bidder's questions and requests for clarifications
5. Prepare addenda
6. Prepare bid tabulation and distribute to Sponsor, SCAC and FAA
7. Review bids and recommend award of the project

## **V. Specialty Lighting Design**

1. Respond to bidder's questions and requests for clarification
2. Prepare addenda with revised drawings as necessary

## **VI. Baggage Handling Systems**

1. Pre-qualification of bidders
2. Respond to questions from Bidders or proposers and clarifications or interpretations of the Bid Documents
3. Technical evaluation of the BHS proposals
4. Review and coordination of data furnished by the bidders or proposers for the Project
5. Assist in evaluating and recommending the most qualified firm and the best value proposal
6. Attend on-site pre-bid meeting

**VII. Aircraft Support Systems**

1. Respond to bidder's questions and requests for clarification
2. Prepare addenda with revised drawings as necessary

**VIII. Graphics and Signage**

1. Respond to bidder's questions and requests for clarification
2. Prepare addenda with revised drawings as necessary

**IX. Landscape Improvements**

1. Attend pre-bid meeting
2. Respond to bidder's questions and requests for clarification
3. Assist with addenda related to landscape improvements

**X. Deliverables**

1. Written and plan documents:
  - Submit construction documents to code review agencies for building permit approval
  - Provide bid addenda and bid tabulation summary
  - Provide written contact solicitation report for DBE and local firm bid participation
  - Provide verified list of participating DBE and local firms for low bidders showing percentages of participation for each
  - Submit architect's recommendation of contractor for award letter

**G. CONSTRUCTION CONTRACT ADMINISTRATION (CA)**

**I. Architectural**

1. Review shop drawings and submittals for compliance with construction documents
2. Provide bulletin drawings as required
3. Review change order requests
4. Conduct 40 on-site construction progress meetings, prepare and distribute minutes and correspondence; conduct site observations, prepare and distribute field reports
5. Coordinate with third-party Special Inspector (SI)
6. Coordinate with consultants
7. Review and coordinate overall project schedule and schedule updates
8. Review contractor's applications for payment
9. Conduct final on-site punch list and follow-up site visit to confirm completion
10. Submit record drawings and specifications to the Owner  
Submit

**II. Structural Engineering**

1. Review shop drawings and submittal data for compliance with construction documents

2. Provide bulletin drawings as required
3. Respond to RFIs during construction
4. 10 on-site construction progress meetings, conduct site observations, prepare and distribute field reports
5. Virtually attend construction progress meetings
6. Conduct final on-site punch list and follow-up site visit to confirm completion
7. Prepare record drawings based on contractor field mark-up as-built drawings

### **III. Mechanical, Electrical, Plumbing, Fire Protection, IT and Security Engineering**

1. Review shop drawings and submittal data for compliance with construction documents
2. Provide bulletin drawings as required
3. Respond to RFIs during construction
4. Make up to 20 site visits per discipline during construction for progress meeting attendance and site observation of work performed. Prepare and distribute observation reports for each visit
5. Virtually attend construction progress meetings
6. Make site visits following substantial completion for inspection and verification required to prepare SC Energy Code compliance statements for HVAC, hot water, and lighting systems
7. Conduct final on-site punch list and follow-up site visit to confirm completion
8. Prepare record drawings based on contractor field mark-up as-built drawings

### **IV. Civil Engineering**

1. Prepare contract documents and Released for Construction (RFC) plans and specifications
2. Coordinate award of the contract
3. Attend and facilitate the pre-construction conference, and prepare/publish pre-construction meeting minutes
4. Review and coordinate overall project schedule and schedule updates
5. Review shop drawings and submittals for compliance with construction documents
6. Provide bulletin drawings as required
7. Respond to RFIs during construction
8. Attend and facilitate construction progress meetings and prepare/publish meeting minutes
9. Review and coordinate field changes
10. Review quality assurance testing results and coordinate results with contractor. Update PWL spreadsheets with testing results.
11. 1 site visit following substantial completion to confirm completion of the project and compliance with the bid documents
12. Attend final inspection of project, and prepare/publish punchlist
13. Prepare final engineer's report and submit to FAA.
14. Develop and distribute Civil record drawings

**V. Specialty lighting**

1. Review shop drawings and submittals for specialty lighting
2. Respond to RFIs during construction

**VI. Baggage Handling Systems**

1. Review shop drawings and submittals for compliance with construction documents
2. Provide bulletin drawings as required
3. Respond to RFIs during construction
4. Virtually attend construction progress meetings
5. 5 on-site construction progress meetings, conduct site observations, prepare and distribute field reports
6. 1 site visit following substantial completion to confirm completion of the project and compliance with the bid documents

**VII. Aircraft Support Systems**

1. Review shop drawings and submittals
2. Provide bulletin drawings as required
3. Respond to RFIs during construction
4. Virtually attend construction progress meetings
5. 4 on-site construction progress meetings, conduct site observations, prepare and distribute field reports
6. 1 site visit following substantial completion to confirm completion of the project and compliance with the bid documents

**VIII. Graphics and Signage**

1. Review shop drawings and submittals
2. Provide bulletin drawings as required
3. Respond to RFIs during construction

**IX. Landscape Improvements**

1. Process and review landscape contractor's plant substitution submittals as necessary
2. Conduct site visits and observe installation and document site observations
3. Prepare punch list for landscape improvement items
4. Prepare one-year warranty punch list of all landscape improvements

**X. Quality Assurance Testing (Billed at Cost, Not-to-Exceed, Plus a Fixed Fee included in Architectural Lump Sum)**

1. Special Inspections for Soils and Foundations
  - Building pad backfill
  - In-place field density testing
  - Shallow foundation evaluations
  - Undercutting observations
2. Special Inspections for Reinforced Concrete
  - Building concrete mix designs
  - Building reinforcing steel, anchor bolt, and embed evaluations

- Building post installed reinforcing steel
  - Building concrete conveyance and consolidation
  - Building concrete sampling and testing
  - Building concrete curing
  - Floor flatness and levelness testing
3. Special Inspections for Structural Masonry
    - Submittal review prior to construction
    - Masonry reinforcing steel, post installed anchors and embed evaluations
    - Structural masonry mortar and grout preparation
    - Cell cleanliness observation
    - Hot/Cold weather procedures
    - Grout placement observations
    - Grout testing
    - Mortar compressive strength testing
    - Mortar-aggregate-ratio testing
  4. Special Inspections for Structural Steel
    - Inspection of fabricators
    - Material certifications
    - Welder certifications and procedures
    - Visual weld observations
    - High-strength bolting
    - Steel frame joint details
    - Framing details
    - Mechanical connections
  5. Special Inspections for Sprayed Fire-Resistant Materials (SFRM)
    - Submittal review
    - Substrate preparation
    - Thickness measurements
    - Density tests
    - Cohesion/Adhesion (bond) tests
  6. Reporting and Meeting Attendance
    - Daily reports
    - Interim reports/test results
    - Pre-installation meetings
    - Monthly project progress meetings
  7. Site Testing
    - Develop Proctor curve for subgrade soils
    - Develop Proctor curve for aggregate base course
    - Subgrade Soils (moisture and density)
    - Aggregate Base Course (gradation, moisture and density)
    - Concrete (air content, slump, compressive strength)
    - Bituminous concrete (laboratory and field properties)
    - Proof roll of subgrades
    - Welds



**Exclusions:** The following items are not included in this Work Authorization.

1. Environmental documentation, permitting and mitigation of onsite wetlands impacted by this project. These services will be provided under a separate Work Authorization.
2. Design of domestic water distribution systems that increase the existing domestic water service to the commercial terminal building. It is assumed that the existing domestic water service provides adequate pressure and flow for the existing demands to remain and the proposed demands to be imposed by the proposed terminal building improvements.
3. Design of sanitary sewer collection systems that increase the existing capacity of the sanitary service to the commercial terminal building. It is assumed that the existing sanitary sewer service provides adequate flow capacity for the existing demands to remain and the proposed demands to be imposed by the proposed terminal building improvements.

**Estimated Time Schedule:** Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

**Cost of Services:** The method of payment shall be in accordance with Article 6 – Compensation of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$832,639.00** including expenses. Special services shall be performed on a not to exceed basis with a budget of **\$5,366,648.50**, which includes reimbursable expenses. For a total of **\$6,199,287.50** (Appendix B, page 29).

**Agreed as to Scope of Services, Time Schedule and Budget:**

**APPROVED:**  
BEAUFORT COUNTY

**APPROVED:**  
TALBERT, BRIGHT & ELLINGTON,  
INC.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vice President  
Title:

\_\_\_\_\_  
Date:

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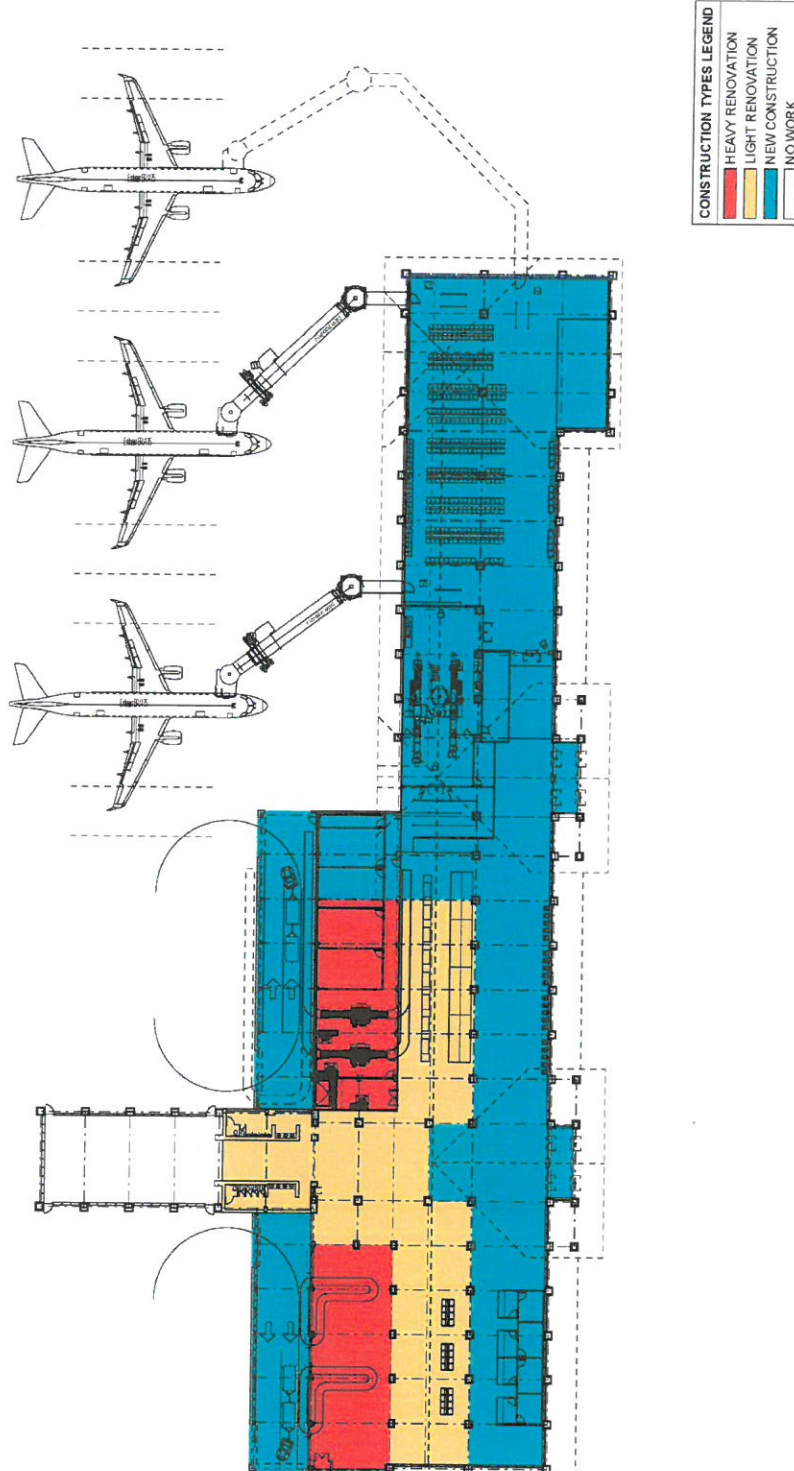
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Talbert, Bright and Ellington, Inc.

*Work Authorization 2119-1905*

## APPENDIX A SCHEMATIC



## APPENDIX B FEE PROPOSAL

### SUMMARY OF FEES

#### TERMINAL EXPANSION AND RENOVATION

HILTON HEAD ISLAND AIRPORT

HILTON HEAD ISLAND, SC

AIP PROJECT NO:

SCAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-1905

November 18, 2019

DESCRIPTION	ESTIMATED
<b>BASIC SERVICES</b>	COST
PROGRAM MANAGEMENT/ARCHITECTURAL COORD.	\$ 285,200.00
PRELIMINARY DESIGN PHASE (01)	\$ 55,245.00
DESIGN PHASE (04)	\$ 189,789.00
BIDDING PHASE (05)	\$ 21,683.00
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ 280,722.00
SUBTOTAL	\$ 832,639.00
<b>SPECIAL SERVICES</b>	
EXPENSES	\$ 110,577.00
RESIDENT PROJECT REPRESENTATIVE (PHASE 51)	\$ 1,243,610.00
SUBCONSULTANTS	\$ 4,012,461.50
SUBTOTAL	\$ 5,366,648.50
<b>TOTAL</b>	<b>\$ 6,199,287.50</b>

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Talbert, Bright and Ellington, Inc.

Work Authorization 2119-1905

# MANHOUR ESTIMATE

## TERMINAL EXPANSION AND RENOVATION

HILTON HEAD ISLAND AIRPORT

HILTON HEAD ISLAND, SC

AIP PROJECT NO:

SCAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-1905

November 18, 2019

## PROGRAM MANAGEMENT/ARCHITECTURAL COORDINATION

DESCRIPTION	PRIN \$ 226	PM \$ 205	E5 \$ 172	E4 \$ 138	E2 \$ 102	E1 \$ 80	T5 \$ 102	AD5 \$ 79	AD3 \$ 66
Coord. w/design team, agencies, and stakeholders	40	40	20	10	10	10	20	0	10
Coord. info and design data w/design team	20	40	40	20	10	10	20	0	10
Project documents and files coord. with design team	20	20	40	20	10	10	20	0	10
Design and construction document control	20	40	40	40	20	20	80	0	40
Coord./Conduct design team meetings	60	120	90	80	60	40	40	0	40
Design team meetings minutes and track action items	10	20	20	20	10	10	0	0	10
Coord. RFI, and construction items with team	20	80	40	40	20	10	20	0	20
Coord. design and construction between Owner/team	20	40	20	20	10	10	10	0	20
Review and process design team invoices	10	20	10	10	0	0	0	20	0
MANHOUR TOTAL	220	420	320	260	150	120	210	20	160

## DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 226	220	\$ 49,720
Project Manager	PM	\$ 205	420	\$ 86,100
Engineer VI	E5	\$ 172	320	\$ 55,040
Engineer IV	E4	\$ 138	260	\$ 35,880
Engineer II	E2	\$ 102	150	\$ 15,300
Engineer I	E1	\$ 80	120	\$ 9,600
Technician V	T5	\$ 102	210	\$ 21,420
Admin. Assistant V	AD5	\$ 79	20	\$ 1,580
Admin. Assistant III	AD3	\$ 66	160	\$ 10,560
	Total		1,880	
SUBTOTAL				\$ 285,200.00

## DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 500	1	\$ 500.00
Postage	LS	\$ 500	1	\$ 500.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 5,000	1	\$ 5,000.00
SUBTOTAL				\$ 6,000.00

## SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT RATE	EST. UNITS	COST
REVIEW AND REPORTING ON CONSTRUCTION PHASE SCHEDULES SUBMITTED BY CONSTRUCTION CONTRACTOR - LS (HNTB)	\$ 30,000.00	1	\$ 30,000.00
SUBTOTAL			\$ 30,000.00
TOTAL PROGRAM MANAGEMENT/ARCHITECTURAL COORD. COST:			\$ 321,200.00

Talbert, Bright and Ellington, Inc.

Work Authorization 2119-1905

# MANHOUR ESTIMATE

## TERMINAL EXPANSION AND RENOVATION

HILTON HEAD ISLAND AIRPORT

HILTON HEAD ISLAND, SC

AIP PROJECT NO:

SCAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-1905

November 18, 2019

## PRELIMINARY DESIGN PHASE (01)

DESCRIPTION	PRIN	PM	E5	E4	E2	E1	T5	AD5	AD3
	\$ 226	\$ 205	\$ 172	\$ 138	\$ 102	\$ 80	\$ 102	\$ 79	\$ 66
Preliminary project review w/Owner	40	40	0	2	0	0	1	2	2
Coordination and Meetings (2) With FAA	20	20	2	0	0	1	0	4	0
Develop project scope/contract	16	16	2	0	0	1	0	4	0
Coordinate with subconsultants	8	16	4	0	0	0	1	0	2
Determine project approach	4	6	4	0	0	1	2	0	0
Meetings (2) with Airport and Airlines	8	16	0	0	0	0	2	1	1
Develop preliminary estimate	8	12	6	0	2	1	2	0	0
MANHOUR TOTAL	104	126	18	2	2	4	8	11	5

## DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 226	104	\$ 23,504
Project Manager	PM	\$ 205	126	\$ 25,830
Engineer VI	E5	\$ 172	18	\$ 3,096
Engineer IV	E4	\$ 138	2	\$ 276
Engineer II	E2	\$ 102	2	\$ 204
Engineer I	E1	\$ 80	4	\$ 320
Technician V	T5	\$ 102	8	\$ 816
Admin. Assistant V	AD5	\$ 79	11	\$ 869
Admin. Assistant III	AD3	\$ 66	5	\$ 330
	Total		280	
<b><u>SUBTOTAL</u></b>				<b>\$ 55,245.00</b>

## DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 75	1	\$ 75.00
Postage	LS	\$ 100	1	\$ 100.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 900	1	\$ 900.00
Mileage	MI	\$ 0.60	3,900	\$ 2,340.00
Per Diem	EA	\$ 233.00	14	\$ 3,262.00
<b><u>SUBTOTAL</u></b>				<b>\$ 6,677.00</b>

TOTAL PRELIMINARY DESIGN COST: \$ 61,922.00

Talbert, Bright and Ellington, Inc.

Work Authorization 2119-1905



# MANHOUR ESTIMATE

## TERMINAL EXPANSION AND RENOVATION

HILTON HEAD ISLAND AIRPORT

HILTON HEAD ISLAND, SC

AIP PROJECT NO:

SCAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-1905

November 18, 2019

DESIGN PHASE (04)

DESCRIPTION	PRIN \$ 226	PM \$ 205	E5 \$ 172	E4 \$ 138	E2 \$ 102	E1 \$ 80	T5 \$ 102	AD5 \$ 79	AD3 \$ 66
<b>PLANS</b>									
Cover Sheet	0	0	2	0	2	2	0	0	0
Quantities and General Notes	0	2	4	0	0	4	4	0	0
Construction Safety and Phasing Plan	4	8	8	0	0	16	8	0	0
Demolition Plans	0	12	20	8	12	16	24	0	0
Geometric Plans-Curb Side	1	6	20	0	0	0	24	0	0
Geometric Plans Terminal Rd/Existing Parking	6	20	40	0	0	0	32	0	0
Grading Plans and Drainage Plans	8	40	96	0	0	16	80	0	0
Utilities Plans	1	8	16	24	0	0	48	0	0
Utilities Details	0	2	12	0	0	0	8	0	0
Typical Sections and Pavement Details	0	1	2	0	0	0	4	0	0
Pavement Marking Plans	0	4	8	0	0	0	12	0	6
Miscellaneous Details	2	4	10	2	8	0	20	0	0
<b>DESIGN</b>									
Coordination/Meetings w/ Owner and FAA (2)	16	16	0	0	0	0	0	0	0
Coordination with TBE Subconsultants	16	32	48	0	0	0	16	0	0
CSPP Document	2	16	0	0	0	8	4	4	0
Pavement Design	0	2	6	0	0	0	0	0	0
FAA 7460 Filing	0	2	0	0	0	2	0	0	0
Town of Hilton Head Island Permit Coord. Asst.	4	16	24	0	0	0	12	1	0
Tree Removal Caliper-Inch Calcs	0	0	8	0	0	0	4	0	0
Quantities and Construction Estimates	0	4	8	8	4	4	8	1	0
Specifications	4	16	16	4	0	0	0	16	8
Design Review Meetings (3)	24	24	0	0	0	0	0	4	0
Quality assurance plan	8	8	8	4	0	0	0	0	0
Revisions	0	4	16	4	16	8	8	4	2
<b>MANHOUR TOTAL</b>	<b>96</b>	<b>247</b>	<b>372</b>	<b>54</b>	<b>42</b>	<b>76</b>	<b>316</b>	<b>30</b>	<b>16</b>

## DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 226	96	\$ 21,696
Project Manager	PM	\$ 205	247	\$ 50,635
Engineer VI	E5	\$ 172	372	\$ 63,984
Engineer IV	E4	\$ 138	54	\$ 7,452
Engineer II	E2	\$ 102	42	\$ 4,284
Engineer I	E1	\$ 80	76	\$ 6,080
Technician V	T5	\$ 102	316	\$ 32,232
Admin. Assistant V	AD5	\$ 79	30	\$ 2,370
Admin. Assistant III	AD3	\$ 66	16	\$ 1,056
	Total		1,249	
<b>SUBTOTAL</b>				<b>\$ 189,789.00</b>

## DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 250	1	\$ 250.00

Talbert, Bright and Ellington, Inc.

Work Authorization 2119-1905

MANHOUR ESTIMATE

TERMINAL EXPANSION AND RENOVATION

HILTON HEAD ISLAND AIRPORT

HILTON HEAD ISLAND, SC

AIP PROJECT NO:

SCAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-1905

November 18, 2019

DESIGN PHASE (04)

Postage	LS	\$	500	1	\$	500.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$	7,500	1	\$	7,500.00
Mileage	MI	\$	0.60	5,100	\$	3,060.00
Per Diem	EA	\$	233.00	18	\$	4,194.00
<b>SUBTOTAL</b>						<b>\$ 15,504.00</b>

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION		UNIT RATE		EST. UNITS		COST
ARCH. PRE-DESIGN/PROGRAMMING	\$	167,267.50		1	\$	167,267.50
ARCH SCHEMATIC DESIGN	\$	300,207.50		1	\$	300,207.50
ARCH DESIGN DEVELOPMENT	\$	631,005.00		1	\$	631,005.00
ARCH BID DOCUMENTS	\$	875,638.75		1	\$	875,638.75
DBE PLAN FOR FY 2020-2022	\$	13,800.00		1	\$	13,800.00
TOPOGRAPHIC SURVEY	\$	16,100.00		1	\$	16,100.00
PREDESIGN GEOTECH.	\$	34,500.00		1	\$	34,500.00
SEDIMENT/EROSION CONTROL DESIGN	\$	32,200.00		1	\$	32,200.00
STORMWATER/STORM DRAINAGE DESIGN	\$	74,750.00		1	\$	74,750.00
LANDSCAPE DESIGN-LMO	\$	21,562.50		1	\$	21,562.50
<b>SUBTOTAL</b>						<b>\$ 2,167,031.25</b>
<b>TOTAL DESIGN COST:</b>					<b>\$</b>	<b>2,372,324.25</b>

# MANHOUR ESTIMATE

## TERMINAL EXPANSION AND RENOVATION

HILTON HEAD ISLAND AIRPORT

HILTON HEAD ISLAND, SC

AIP PROJECT NO:

SCAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-1905

November 18, 2019

BIDDING PHASE (05)

DESCRIPTION	PRIN	PM	E5	E4	E2	E1	T5	AD5	AD3
	\$ 226	\$ 205	\$ 172	\$ 138	\$ 102	\$ 80	\$ 102	\$ 79	\$ 66
Coordinate advertisement	0	2	0	0	0	0	0	2	0
Coord./Distribution bid docs	0	2	0	2	0	0	2	2	0
Prebid meeting	0	8	8	0	0	0	0	0	0
Bidder question & answers	4	16	24	0	0	0	0	4	2
Prepare addenda	2	12	8	6	0	0	4	8	4
Bid tabulation	0	1	4	0	0	0	0	0	0
Bid Review/Award Recomm.	0	4	0	0	0	0	0	2	0
MANHOUR TOTAL	6	45	44	8	0	0	6	18	6

## DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 226	6	\$ 1,356
Project Manager	PM	\$ 205	45	\$ 9,225
Engineer VI	E5	\$ 172	44	\$ 7,568
Engineer IV	E4	\$ 138	8	\$ 1,104
Engineer II	E2	\$ 102	0	\$ -
Engineer I	E1	\$ 80	0	\$ -
Technician V	T5	\$ 102	6	\$ 612
Admin. Assistant V	AD5	\$ 79	18	\$ 1,422
Admin. Assistant III	AD3	\$ 66	6	\$ 396
	Total		133	
<b>SUBTOTAL</b>				<b>\$ 21,683.00</b>

## DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200	1	\$ 200.00
Postage	LS	\$ 250	1	\$ 250.00
Copying	LS	\$ 500	1	\$ 500.00
Reproduction	LS	\$ 1,000	1	\$ 1,000.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 750	1	\$ 750.00
Mileage	MI	\$ 0.60	850	\$ 510.00
Per Diem	EA	\$ 233.00	2	\$ 466.00
<b>EXPENSE DESCRIPTION</b>				<b>\$ 3,676.00</b>

## SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT RATE	EST. UNITS	COST
ARCH BIDDING AND PERMITTING	\$ 223,531.25	1	\$ 223,531.25
<b>SUBTOTAL</b>			<b>\$ 223,531.25</b>
<b>TOTAL BIDDING COST:</b>			<b>\$ 248,890.25</b>

Talbert, Bright and Ellington, Inc.

Work Authorization 2119-1905

MANHOUR ESTIMATE  
 TERMINAL EXPANSION AND RENOVATION  
 HILTON HEAD ISLAND AIRPORT  
 HILTON HEAD ISLAND, SC

AIP PROJECT NO:  
 CLIENT PROJECT NO:  
 TBE PROJECT NO: 2119-1905

November 18, 2019

CONSTRUCTION ADMINISTRATION PHASE (06)

DESCRIPTION	PRIN \$ 226	PM \$ 205	E5 \$ 172	E4 \$ 138	E1 \$ 80	T5 \$ 102	AD5 \$ 79
Develop project scope/contract	1	4	0	0	0	0	2
Prepare contract docs and RFC plans	0	4	8	0	0	4	4
Coordinate award of contract	2	4	0	0	0	0	2
Coordination with TBE Subconsultants	1	16	4	0	0	4	8
Coord./assist/conduct precon conf.	0	10	0	0	0	2	2
Assist with Precon minutes	0	2	0	0	0	0	2
Coordinate/review project schedule	1	4	0	0	0	0	0
Coordinate/review submittals	0	36	12	8	8	0	8
Constr. visits/Progress Mtgs	32	832	16	0	0	0	10
Construction reports/Mtg Minutes	4	48	4	0	0	0	8
Review/coordinate field changes	4	24	12	0	12	8	6
Review QA Test Results/Invoices	2	20	0	16	0	0	6
Construction correspondence	4	32	8	0	0	8	12
Requests for partial payment assist	0	24	0	48	0	0	24
Final inspection/punchlist	8	10	0	0	0	0	2
Final Engineer's Report	0	8	4	0	0	0	4
Develop Civil record drawings	0	16	32	0	0	36	2
MANHOUR TOTAL	59	1094	100	72	20	62	102

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST MHRS	EST COST
Principal	PRIN	\$ 226	59	\$ 13,334
Project Manager	PM	\$ 205	1094	\$ 224,270
Engineer V	E6	\$ 172	100	\$ 17,200
Engineer IV	E4	\$ 138	72	\$ 9,936
Engineer I	E1	\$ 80	20	\$ 1,600
Technician V	T5	\$ 102	62	\$ 6,324
Admin. Assistant V	AD5	\$ 79	102	\$ 8,058
	Total		1,509	
<b>SUBTOTAL</b>				<b>\$ 280,722.00</b>

Talbert, Bright and Ellington, Inc.

Work Authorization 2119-1905

MANHOUR ESTIMATE  
 TERMINAL EXPANSION AND RENOVATION  
 HILTON HEAD ISLAND AIRPORT  
 HILTON HEAD ISLAND, SC

AIP PROJECT NO:  
 CLIENT PROJECT NO:  
 TBE PROJECT NO: 2119-1905

November 18, 2019

CONSTRUCTION ADMINISTRATION PHASE (06)

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
Postage	LS	\$ 1,000	1	\$ 1,000.00
Copying	LS	\$ 5,000	1	\$ 5,000.00
Reproduction-Rel. for Const.	LS	\$ 15,000	1	\$ 15,000.00
Reproduction-As Built	LS	\$ 5,000	1	\$ 5,000.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 1,000	1	\$ 1,000.00
Mileage	MI	\$ 0.60	51,250	\$ 30,750.00
Per Diem	EA	\$ 233.00	90	\$ 20,970.00
<b><i>SUBTOTAL</i></b>				<b><i>\$ 78,720.00</i></b>

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT RATE	EST UNITS	EST COST
Architectural and Civil QA Testing - NTE	\$460,000.00	1	\$ 460,000.00
Architectural Construction Administration	\$999,925.00	1	\$ 999,925.00
Stormwater Services - CA	\$97,474.00	1	\$ 97,474.00
Landscape CA - (Included in Design Phase Fee)	\$0.00	1	\$ -
As-Built Survey - NTE	\$34,500.00	1	\$ 34,500.00
<b><i>SUBTOTAL</i></b>			<b><i>\$ 1,591,899.00</i></b>
<b>TOTAL PHASE 6:</b>			<b>\$ 1,951,341.00</b>



MANHOUR ESTIMATE  
 TERMINAL EXPANSION AND RENOVATION  
 HILTON HEAD ISLAND AIRPORT  
 HILTON HEAD ISLAND, SC

AIP PROJECT NO:  
 CLIENT PROJECT NO:  
 TBE PROJECT NO: 2119-1905

November 18, 2019

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)  
 CONTRACT TIME CALENDAR DAYS 720

DESCRIPTION	RPR
	\$ 105
Project review/Preconstruction Conference	20
Site mobilization	8
On site inspection	9,270
Final inspection	20
Follow up inspection	300
Site demobilization	8
MANHOUR TOTAL	9,626

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST MHRS	EST COST
RESIDENT ENGINEER	RPR	\$ 105	9,626	\$ 1,010,730
		Total	9,626	
<b>SUBTOTAL</b>				\$ 1,010,730.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
Telephone	LS	\$ 5,200	1	\$ 5,200.00
Postage	LS	\$ 200	1	\$ 200.00
Miscellaneous expenses (prints, faxes, supplies, copies)	LS	\$ 2,000	1	\$ 2,000.00
Mileage	MI	\$ 0.60	3000	\$ 1,800.00
<b>SUBTOTAL</b>				\$ 9,200.00

PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
DAILY PER DIEM	PD	\$ 233	960	\$ 223,680
		Total	960	
<b>SUBTOTAL</b>				\$ 223,680.00
<b>TOTAL PHASE 51:</b>				\$ 1,243,610.00

Talbert, Bright and Ellington, Inc.

Work Authorization 2119-1905



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Appointment of Mr. Frank Ducey to the Beaufort County Planning Commission - at-large

#### Council Committee:

#### Meeting Date:

January 27, 2020

#### Committee Presenter (Name and Title):

#### Issues for Consideration:

Appointment of Mr. Frank Ducey to the Beaufort County Planning Commission - at-large

#### Points to Consider:

#### Funding & Liability Factors:

None.

#### Council Options:

Approve, Modify or Reject

#### Recommendation:

Approve



COUNTY COUNCIL OF BEAUFORT COUNTY  
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

**Top Three Priorities:** Please indicate by placing a “1”, “2”, or “3” alongside your choices.

**BOARDS AND COMMISSIONS**

- ☐ Accommodations Tax (2% State)
- ☐ Airports
- ☐ Alcohol and Drug Abuse
- ☐ Assessment Appeals
- ☐ Beaufort County Transportation
- ☐ Beaufort-Jasper Economic Opportunity
- ☐ Beaufort-Jasper Water & Sewer
- ☐ Beaufort Memorial Hospital
- ☐ Bluffton Township Fire
- ☐ Burton Fire
- ☐ Coastal Zone Management Appellate (inactive)
- ☐ Construction Adjustments and Appeals
- ☐ Daufuskie Island Fire
- ☐ Design Review
- ☒ 1 Disabilities and Special Needs
- ☐ Economic Development Corporation
- ☐ Forestry (inactive)
- ☐ Historic Preservation Review
- ☒ 3 Keep Beaufort County Beautiful
- ☐ Lady's Island / St. Helena Island Fire
- ☐ Library
- ☐ Lowcountry Council of Governments
- ☐ Lowcountry Regional Transportation Authority
- ☐ Parks and Recreation
- ☒ 2 Planning \*
- ☐ Rural and Critical Lands Preservation
- ☐ Sheldon Fire
- ☐ Social Services (inactive)
- ☐ Solid Waste and Recycling
- ☐ Southern Beaufort County Corridor Beautification
- ☐ Stormwater Management Utility
- ☐ Zoning

DATE: 11/12/2019 NAME: Frank Ducey

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: 074522074

OCCUPATION: Retired

TELEPHONE: (Home) 8437052750 (Office) 5169829975 EMAIL: fdeucvey@icloud.com

HOME ADDRESS: 12 Wandering Daisy Drive STATE: SC ZIP CODE: 29909

MAILING ADDRESS: Same as above STATE: SC ZIP CODE: 29909

COUNTY COUNCIL DISTRICT: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐

ETHNICITY: Caucasian ☒ African American ☐ Other ☐

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes ☐ No ☒

If “yes”, what is the name of the board and when does term expire? \_\_\_\_\_

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
  - o Email: [boardsandcommissions@bcgov.net](mailto:boardsandcommissions@bcgov.net)
  - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

**YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY**  
**YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED**  
**An incomplete application will be returned**

\* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature: \_\_\_\_\_

**Submit by Email**

**Beaufort County Planning Commission  
Supplemental Application Questionnaire**

This questionnaire will assist the County Council in assessing your qualifications and experience for the Planning Commission vacancy.

Please explain why you want to serve on the Planning Commission.

What qualifications, experience and expertise make you a good candidate for the Planning Commission?

What role do you feel the Planning Commission plays in making Beaufort County a desirable community in which to live and work?

What do you believe are the most important planning issues facing the County during the next five years?

What previous experience have you had in serving on a Planning Commission? Give some examples of the items typically handled by the Planning Commission.

**Vaughn, Tithanie**

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**To:** Brock, Sarah  
**Subject:** RE: Frank Ducey Resume

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County Council of Beaufort County

To whom it may concern,

I want to volunteer for your boards and commissions. I truly believe I can bring my years of business experience to help Beaufort County in all its future decisions. Although my business experience comes from the Printing Industry I have dealt with many phases of management. For 30 years I worked in sales and management, in those years I dealt with all types of people. I was fortunate enough to have the following accounts: AT&T, Deloitte & Touché, Price Waterhouse & Ernst & Young. I accounted for close to \$3,000,000 in sales for Confort & Co. In some cases the Managing Partners of the Accounting firms.

As far as my management skills I was involved in all decisions in regards to expenditures for new equipment and co-chaired a committee with 1 other person to evaluate our 175 employees in regards to raises, promotions and demotions. We felt if we had a worker who was not meeting potential we used the demotion as a chance for he or she to work harder to get their higher rate of pay back. This was my idea and it really made some of our workers rise to their full potential rather than just letting them go.

I have always considered myself a people person, I know how to read people which is another one of my strong assets. I really want to start to give back to the place I live. I also want to thank Randy Boehme for our talks and making me realize it's time to do it. I have checked 3 boxes as you have asked for. I truly want to help grow Beaufort County into the future and I hope you pick me for one of your committees. If you feel I'm better suited for another committee please do so.

I presently live in Sun City, my home # is 8437052750 cell #5169829975 I await to hear from you.

Respectfully,  
Frank Ducey

I am also a 60% disabled veteran.

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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Appointment of Jason Hinch to the Metropolitan Planning Commission

#### Council Committee:

#### Meeting Date:

January 27, 2020

#### Committee Presenter (Name and Title):

#### Issues for Consideration:

Appointment of Jason Hinch to the Metropolitan Planning Commission

#### Points to Consider:

#### Funding & Liability Factors:

None.

#### Council Options:

Approve, Modify or Reject

#### Recommendation:

Approve



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Reappointment of Caroline Fermin, Diane Chemlik, and Jason Hinchler to the Planning Commission

#### Council Committee:

#### Meeting Date:

January 27, 2020

#### Committee Presenter (Name and Title):

#### Issues for Consideration:

Reappointment of Caroline Fermin, Diane Chemlik, and Jason Hinchler to the Planning Commission

#### Points to Consider:

#### Funding & Liability Factors:

None.

#### Council Options:

Approve, Modify or Reject

#### Recommendation:

Approve

From: Caroline Fermin

Address: 2705 Hanover Ln  
Beaufort SC 29902

Date: 7 Oct 19

Stewart H. Rodman, Chairman  
Beaufort County Council  
Post Office Drawer 1228  
Beaufort, SC 29901-1228

**Re: Letter of Intent as a Member of the Beaufort County Planning Commission**

Dear Council Chairman Rodman:

I hereby respectfully submit my Letter of Intent that:

- ☒ I be considered for reappointment to continue serving as a member of the subject Commission.
- ☐ I am not seeking reappointment on the subject Commission and will serve:
- ☐ until the expiration of my appointment;
- ☐ until a replacement is selected; or
- ☐ until (date) \_\_\_\_\_.
- ☐ I regretfully resign from the subject Board, effective (date) \_\_\_\_\_.

Sincerely,

(signature) 

(printed name) Caroline P. Fermin

From: Diane J. Chmelik

Address: 7 South Oak Forest Dr

Okatie, SC 29909

Date: Oct 7.

Stewart H. Rodman, Chairman  
Beaufort County Council  
Post Office Drawer 1228  
Beaufort, SC 29901-1228

**Re: Letter of Intent as a Member of the Beaufort County Planning Commission**

Dear Council Chairman Rodman:

I hereby respectfully submit my Letter of Intent that:

- ☒ I be considered for reappointment to continue serving as a member of the subject Commission.
- ☐ I am not seeking reappointment on the subject Commission and will serve:
- ☐ until the expiration of my appointment;
- ☐ until a replacement is selected; or
- ☐ until (date) \_\_\_\_\_.
- ☐ I regretfully resign from the subject Board, effective (date) \_\_\_\_\_.

Sincerely,

(signature) Diane J. Chmelik

(printed name) Diane J. Chmelik

From: Jason C. Hinchey

Address: 35 Hopwood Lane  
Beaufort, SC 29907

Date: 10-07-19

Stewart H. Rodman, Chairman  
Beaufort County Council  
Post Office Drawer 1228  
Beaufort, SC 29901-1228

**Re: Letter of Intent as a Member of the Beaufort County Planning Commission**

Dear Council Chairman Rodman:

I hereby respectfully submit my Letter of Intent that:

- ☒ I be considered for reappointment to continue serving as a member of the subject Commission.
- ☐ I am not seeking reappointment on the subject Commission and will serve:
- ☐ until the expiration of my appointment;
  - ☐ until a replacement is selected; or
  - ☐ until (date) \_\_\_\_\_.
- ☐ I regretfully resign from the subject Board, effective (date) \_\_\_\_\_.

Sincerely,

(signature) Jason C. Hinchey

(printed name) Jason Hinchey





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Reappointment of Donald Starkey and Sallie Brach to the Design Review Board

#### Council Committee:

#### Meeting Date:

January 27, 2020

#### Committee Presenter (Name and Title):

#### Issues for Consideration:

Reappointment of Donald Starkey and Sallie Brach to the Design Review Board

#### Points to Consider:

#### Funding & Liability Factors:

None.

#### Council Options:

Approve, Modify or Reject

#### Recommendation:

Approve

From: Donald Starkey

Address: 1099 Otter Circle

Beaufort, SC 29902

Date: 10/29/2019

Stewart H. Rodman, Chairman  
Beaufort County Council  
Post Office Drawer 1228  
Beaufort, SC 29901-1228


**Re: Letter of Intent as a Member of the Beaufort County Design Review Board**

Dear Council Chairman Rodman:

I hereby respectfully submit my Letter of Intent that:

- ☒ I be considered for reappointment to continue serving as a member of the subject Board.
- ☐ I am not seeking reappointment on the subject Board and will serve:
- ☐ until the expiration of my appointment;
- ☐ until a replacement is selected; or
- ☐ until (date) \_\_\_\_\_.
- ☐ I regretfully resign from the subject Board, effective (date) \_\_\_\_\_.

Sincerely,

(signature) 

(printed name) Donald Starkey

## Vaughn, Tithanie

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**From:** Sallie Brach <salliebrach@gmail.com>  
**Sent:** Friday, November 1, 2019 9:04 AM  
**To:** boardsandcommissions  
**Subject:** VOI

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[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.

My name is Sallie Brach. I am currently privileged to be sitting on the Design Review Board and the Southern Beaufort County Beautification Board. I intend to remain on both boards and hope this note will verify that decision.

Thank you for your time

Sallie Brach

75 Herons Bill Dr.

Bluffton, SC. 29909

Beginning Oct. 1, 2019, my email will be [salliebrach@gmail.com](mailto:salliebrach@gmail.com). Thank you.



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Text amendment to T4 Hamlet Center District (T4HC) to allow Recreation Facility: Commercial Indoor (Article 3, Section 3.2.100)

#### Council Committee:

County Council

#### Meeting Date:

January 27, 2020

#### Committee Presenter (Name and Title):

Noah Krepps, Long Range Planner, Community Development

#### Issues for Consideration:

The amendment would allow indoor recreation facilities which usually charge a fee for admission (bowling alleys, arcades, movie theaters, skating rinks, etc.) in the T4 Hamlet Center District.

#### Points to Consider:

Staff believes this use would not adversely effect the intent of the T4HC District. Approval of the amendment would be consistent with goals of the Land Use and Transportation Elements of the Comprehensive Plan (e.g. reinforce sense of high quality places, centralize the needs of the community, promote internal trip capture).

#### Funding & Liability Factors:

N/A

#### Council Options:

Approve or Deny

#### Recommendation:

Staff recommends approval of the text amendment as submitted; approved at 12/16/19 NRC



## MEMORANDUM

**To:** Natural Resources Committee – Beaufort County Council  
**From:** Noah Krepps, Long Range Planner  
**Subject:** Text amendment to the T4 Hamlet Center District (T4HC) to allow Recreation Facility: Commercial Indoor (Article 3, Section 3.2.100)  
**Date:** December 3, 2019

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### STAFF REPORT:

#### A. BACKGROUND:

**Case No.** ZTA 2019-02  
**Applicant:** Stephen Van Hout  
**Proposed Text Change:** Amend Section 3.2.100 of the Community Development Code to allow Recreation Facility: Commercial Indoor in the T4 Hamlet Center (T4HC) District.

#### B. SUMMARY OF REQUEST:

The applicant leases property at 31 Professional Village Circle and would like to use it as an indoor playground.

The Community Development Code (CDC) allows Recreation Facility: Commercial Indoor in the T4VC, T4HCO, T4NC, C4 and C5 districts. The applicant is requesting to allow Recreation Facility: Commercial Indoor in the T4 Hamlet Center District as well.

The CDC defines Recreation Facility: Commercial Indoor as the following:

- An establishment providing indoor amusement and entertainment services, often for a fee or admission charge, including, but not limited to: Bowling alleys, coin-operated amusement arcades, movie theaters, electronic game arcades (video games, pinball, etc.), indoor ice skating and roller skating rinks, pool and billiard rooms as primary uses. Does not include adult-oriented businesses. May include bars and restaurants as accessory uses. Any establishment with four or more electronic games or amusement devices (e.g. pool or billiard tables, pinball machines, etc.) or a premise where 50 percent or more of the floor area is occupied by electronic games or amusement devices is considered an indoor recreation facility; three or fewer machines or devices are not considered a use separate from the primary use of the site.

**C. ANALYSIS: Sec. 7.7.30(C). Code Text Amendment Review Standards.** The advisability of amending the text of this Development Code is a matter committed to the legislative discretion of the County Council and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the County Council shall weigh the relevance of and consider whether, and the extent to which, the proposed amendment:



1. **Is consistent with the goals, objectives, and policies of the Comprehensive Plan:** The proposed amendment is consistent with multiple goals of the Comprehensive Plan. It would contribute to a livable and sustainable community with compatible land uses and reinforce a sense of high quality places within the region (Land Use Element 4-1). The amendment would also promote internal trip capture by diversifying the uses allowed in the T4HC District and centralize the needs of the community (Transportation Element 10-18).
2. **Is not in conflict with any provision of this Development Code or the Code of Ordinances:** The proposed change does not conflict with any provisions of the CDC or the Code of Ordinances.
3. **Is required by changed conditions:** Not applicable.
4. **Addresses a demonstrated community need:** There are currently no indoor playgrounds in Northern Beaufort County, so this would alleviate the need to travel to Bluffton or Savannah to visit similar establishments.
5. **Is consistent with the purpose and intent of the zones in this Development Code, or would improve compatibility among uses and ensure efficient development within the County:** The T4 Hamlet Center District is intended to provide medium-density residential development in an environment conducive to biking and walking. The sub-zone T4 Hamlet Center-Open (T4HC-O) allows for a broader amount of retail and services, including commercial indoor recreation facilities. Allowing these facilities in the T4HC district would have minimal impact on traffic volume and infrastructure.  
  
It is staff's opinion that allowing commercial indoor recreation facilities in T4HC would improve compatibility between the T4HC and T4HCO districts without disrupting the character or intent of the T4HC district. Further, staff recommends that Recreation Facility: Community-Based also be allowed in T4HC, as the trips generated to and operating hours of such a facility would be similar to Commercial Indoor, and the use itself is entirely indoors.
6. **Would result in a logical and orderly development pattern:** See #5.
7. **Would not result in adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:** Not applicable.

**D. RECOMMENDATION:** Staff recommends approval.

**E. BEAUFORT COUNTY PLANNING COMMISSION:** This text amendment was reviewed by the Beaufort County Planning Commission at their November 4, 2019 meeting where they voted to support the staff recommendation

**E. ATTACHMENTS:**

- Proposed changes to the CDC

**ORDINANCE 2019 / \_\_**

**TEXT AMENDMENT TO ARTICLE 3, SECTION 3.2.100 OF THE COMMUNITY DEVELOPMENT CODE (CDC) TO ALLOW RECREATION FACILITY: COMMERCIAL INDOOR IN THE T4 HAMLET CENTER DISTRICT (T4HC).**

**WHEREAS**, added text is highlighted in yellow and underlined.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

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

## H. T4HC, T4VC, and T4 HCO Allowed Uses

Land Use Type <sup>1</sup>	Specific Use Regulations	T4HC	T4VC	T4HCO
<b>Recreation, Education, Safety, Public Assembly</b>				
Community Oriented		P	P	P
Cultural Facility (less than 15,000 SF)				
Community Oriented	7.2.130	---	S	P
Cultural Facility				
15,000 SF or greater)				
Community Public Safety Facility		P	P	P
Institutional Care Facility		---	---	P
Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.140	C	C	C
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.140	C	C	C
Park, Playground, Outdoor Recreation Area		P	P	P
Recreation Facility: Commercial Indoor		P	P	P
Recreation Facility: Commercial Outdoor	4.1.200	---	C	C
Recreation Facility: Community-Based		---	P	P
School: Public or Private		P	P	P
School: Specialized Training/Studio		P	P	P
School: College or University	7.2.130	S	---	S
<b>Infrastructure, Transportation, Communications</b>				
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C	C	C
Parking Facility, Public or Commercial		---	P	P
Transportation Terminal		---	P	P
Wireless Communication Facility	4.1.320	S	S	S
<b>Industrial</b>				
Manufacturing, Processing & Packaging - Light (less than 15,000 SF)	4.1.140	C	C	C
Warehousing	4.1.280	---	---	C
Wholesaling and Distribution	4.1.280	---	---	C

### Key

P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
---	Use Not Allowed

### End Notes

<sup>1</sup>A definition of each listed use type is in Table 3.1.70 Land Use Definitions.



3. Parking Facility: Public or Commercial	--	--	--	--	--	P	--	--	--	--	--	P	P	P	--	P	P	P
4. Transportation Terminal	--	--	--	--	--	S	--	--	--	--	--	P	P	P	--	P	P	P
5. Waste Management: Community Waste Collection & Recycling	--	C	--	--	--	C	--	--	--	--	--	--	--	--	--	C	C	C
6. Waste Management: Regional Waste Transfer & Recycling	--	S	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C

-W





## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Text Amendment to LICP and LIEHB Districts to limit residential density to developments not located on public sewer.

#### Council Committee:

County Council

#### Meeting Date:

January 27, 2020

#### Committee Presenter (Name and Title):

Robert Merchant, AICP, Deputy Director, Community Development Department

#### Issues for Consideration:

The amendment would do the following in the Lady's Island Community Preservation (LICP) and the Lady's Island Expanded Home Business District (LIEHB) Districts:

- Limit minimum lot size for minor subdivisions (4 lots or fewer) to ½ acre.
- Limit density of major subdivisions (greater than 4 lots) that are served by on-lot septic systems to one dwelling unit per 2 acres.

#### Points to Consider:

This amendment was initiated by the Beaufort County Community Development Department to implement one of the recommendations of the Lady's Island Plan.

#### Funding & Liability Factors:

None

#### Council Options:

Approve or disapprove

#### Recommendation:

Approve zoning text changes as submitted. Approved at 10/21/19 NRC.



## MEMORANDUM

**To:** Natural Resources Committee – Beaufort County Council

**From:** Robert Merchant, AICP, Deputy Community Development Director

**Subject:** Text amendment to the Lady's Island Community Preservation District (LICP) and the Lady's Island Expanded Home Business District (LIEHB) to limit residential density to developments not located on public sewer (Appendix A, Division A.2 and A.3).

**Date:** October 21, 2019

---

### STAFF REPORT:

#### A. BACKGROUND:

**Case No.** ZTA 2019-01

**Applicant:** Community Development Department

**Proposed Text Change:** Amend Appendix A of the Community Development Code to limit residential density when public sewer is not available in the Lady's Island Community Preservation District (LICP) and the Lady's Island Expanded Home Business District (LIEHB).

**B. SUMMARY OF REQUEST.** Both the Community Preservation District and the Expanded Home Business District on Lady's Island allow residential development of up to three dwelling units per acre to occur with no requirement to tap into public sewer. This amendment would limit residential density in these districts to one dwelling unit per two acres for development served by on-lot septic systems. The purpose of the proposed amendment is to manage growth on Lady's Island by encouraging more orderly development patterns. This amendment also promotes environmental health by limiting the proliferation of on-lot septic systems on small lots.

The amendment would do the following in the LICP and LIEHB Districts:

- Limit minimum lot size for minor subdivisions (4 lots or fewer) to ½ acre.
- Limit density of major subdivisions (greater than 4 lots) that are served by on-lot septic systems to one dwelling unit per 2 acres.

The minimum lot size for minor subdivisions provides flexibility for owners of small properties without public sewer access. These owners would otherwise not be permitted to subdivide their properties if an outright density restriction of 1 dwelling unit per 2 acres were applied.

**C. LADY'S ISLAND PLAN.** This proposed amendment is specifically recommended in the Lady's Island Plan as one component of an overall growth management strategy for the island. The plan raised concern that the amount of growth that could happen under current policies and regulations could exceed the capacity of infrastructure and natural systems on the island. The plan offers the following framework for growth management on Lady's Island:

1. Match provision of sewer or septic to development density.
2. Consider policies and regulations to limit fill dirt.
3. Consider establishment of a Sea Level Rise Overlay Zone.
4. Modify the growth boundary.
5. Monitor growth trends to ensure infrastructure concurrency.
6. Purchase land and conservation easements.
7. Consider other growth management tools.

The Community Development Department is currently working with other local governments and stakeholders to address other items in the list above.

**D. ANALYSIS:** Sec. 7.7.30(C). Code Text Amendment Review Standards. The advisability of amending the text of this Development Code is a matter committed to the legislative discretion of the County Council and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the County Council shall weigh the relevance of and consider whether, and the extent to which, the proposed amendment:

**1. Is consistent with the goals, objectives, and policies of the Comprehensive Plan:**

The proposed amendment is consistent with the goal of the Comprehensive Plan to maintain a distinct regional form of compact urban and suburban development surrounded by rural development for the purpose of reinforcing the valuable sense of unique and high quality places within the region (Land Use Element pg. 4-1). Also, Beaufort County should not target the expansion and location of new regional sewage collection and transmission facilities in rural areas except where a documented public health or environmental safety issue has been identified (Community Facilities Element pg. 11-51). Finally, this amendment implements a key growth management recommendation in the Lady's Island Plan.

**2. Is not in conflict with any provision of this Development Code or the Code of Ordinances:**

The proposed change does not conflict with any other provisions of the Community Development Code or Code of Ordinances.

**3. Is required by changed conditions:** Not Applicable

**4. Addresses a demonstrated community need:** The Lady's Island Plan expresses the need for a clearly defined and coordinated pattern of growth that respects the capacity of the island's infrastructure, public services, and natural resources, including emergency evaluation needs (pg. 31). This amendment would address that need by limiting the density of single family development which will help to establish a more orderly growth pattern.

**5. Is consistent with the purpose and intent of the zones in this Development Code, or would improve compatibility among uses and ensure efficient development within the County:** This amendment is consistent with the intent of the LICP and LIEHB districts. It is the intent of the LICP to guide residential development in such a manner as to encourage and plan for the availability of public services and infrastructure, and this amendment would align with that purpose. The same standards should be adopted in the LIEHB, as development in this district must blend into and maintain the residential fabric of the area.

**6. Would result in a logical and orderly development pattern:** See response to Item 4 above.

**7. Would not result in adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:** The proposed amendment would not result in adverse impacts on the natural environment.

**E. RECOMMENDATION:** Staff recommends approval.

**F. METRO PLANNING COMMISSION (MPC):** This text amendment was reviewed by the Metro Planning Commission at their August 19, 2019 meeting where they unanimously voted to support the staff recommendation.

**G. BEAUFORT COUNTY PLANNING COMMISSION:** This text amendment was reviewed by the Beaufort County Planning Commission at their October 7, 2019 meeting where they unanimously voted to support the staff recommendation

**H. ATTACHMENTS:**

- Proposed changes to the CDC
- Map of Impacted Zoning Districts

2020 /

TEXT AMENDMENT TO THE LADY’S ISLAND COMMUNITY PRESERVATION DISTRICT (LICP) AND THE LADY’S ISLAND EXPANDED HOME BUSINESS DISTRICT (LIEHB) TO LIMIT RESIDENTIAL DENSITY TO DEVELOPMENTS NOT LOCATED ON PUBLIC SEWER (APPENDIX A, DIVISION A.2 AND A.3).

WHEREAS, added text is highlighted in yellow and deleted text is struck through.

Adopted this \_\_\_\_\_ day of January, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stu Rodman, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

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

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

Chronology

- Third and final reading occurred (Date) / Vote ??
- Public hearing occurred (Date)
- Second reading occurred (Date) / Vote ??
- First reading occurred (Date) / Vote ??
- Natural Resources Committee discussion and recommendation to adopt the resolution occurred October 21, 2019 / Vote ??

## Lady's Island Community Preservation (LICP)

### A.2.50 Conditional and Special Use Standards

This section describes the standards governing conditional and special uses as designated in Table A.2.40.A of this division. These standards are in addition to other standards required elsewhere in the Beaufort County Community Development Code (CDC), but supersede the conditional, special use, and accessory use standards in Article 4 of the CDC.

#### M. Single-family detached, single-family cluster, and duplexes

##### 1. Major Subdivisions

- a. **With public sewer.** Major subdivisions (see Subsection 6.1.30.B) with public sewer shall have a maximum gross density of two dwelling units per acre and a minimum site area of one acre, as per Table A.2.60.A.
- b. **Without public sewer.** Major subdivisions without public sewer shall have a maximum gross density of one dwelling unit per two acres.

##### 2. Minor Subdivisions (see Subsection 6.1.30.A) without internal streets and served by public sewer shall have a minimum site area of one-half acre, as per Table A.2.60.A.

##### 3. Single-family clusters (see Table A.3.40.A) and duplexes (see Subsection 5.1.90) are required to be served by public sewer.

### A.2.60 Development Standards

**Table A.2.60.A Open Space and Density Standards**

Residential Type	Minimum open space requirement (% of site area)	Density (per acre)		Wastewater Treatment	Minimum Site Area (acres)
		Max. Gross	Max. Net		
Single-family without sewer	20%	0.5	0.5	OS	0.5
Single-family with sewer	20%	2.0	3.0	OS P	1
Single-family Cluster	35%	2.2	3.2	OS P	5
Duplex	35%	3.0	3.7	OS P	5
Multifamily (mansion apartments and apartment houses)	45%	4.0	3.8	P	15
Traditional Community Plan	See Article 2, Section 2.3.80	3.5	n/a	P	See Article 2, Table 2.3.40
Other Permitted Uses	35%	n/a	n/a	OS	10,000 SF

**Table A.2.60.B Lot and Building Standards**

Land Use	Minimum Lot Size	Minimum Lot Width	Minimum Setback			Maximum Building Height
			Street	Side Yard	Rear Yard	
Single-family without sewer	21,780 SF	100 feet	20 feet	15 Feet	20 Feet	35 Feet
Single-family	10,890 SF	80 Feet	20 Feet	15 Feet	20 Feet	35 Feet

## Lady's Island Expanded Home Business (LIEHB)

### A.3.50 Conditional and Special Use Standards

This section describes the standards governing conditional and special uses as designated in Table A.3.40.A of this division. These standards are in addition to other standards required elsewhere in the Beaufort County Community Development Code (CDC), but supersede the conditional, special use, and accessory use standards in Article 4 of the CDC.

#### G. Single-family detached, single-family cluster, and duplexes

1. Major Subdivisions
  - a. With public sewer. Major subdivisions (see Subsection 6.1.30.B) with public sewer shall have a maximum gross density of two dwelling units per acre and a minimum site area of one acre, as per Table A.3.60.A.
  - b. Without public sewer. Major subdivisions without public sewer shall have a maximum gross density of one dwelling unit per two acres.
2. Minor Subdivisions (see Subsection 6.1.30.A) without internal streets and served by public sewer shall have a minimum site area of one-half acre, as per Table A.3.60.A.
3. Single-family clusters (see Table A.3.40.A) and duplexes (see Subsection 5.1.90) are required to be served by public sewer.

### A.3.60 Development Standards

**Table A.3.60.A Open Space and Density Standards**

Residential Type	Minimum open space requirement (% of site area)	Density (per acre)		Wastewater Treatment	Minimum Site Area (acres)
		Max. Gross	Max. Net		
<u>Single-family without sewer</u>	<u>20%</u>	<u>0.5</u>	<u>0.5</u>	<u>OS</u>	<u>0.5</u>
Single-family <u>with sewer</u>	20%	2.0	3.0	<u>OS P</u>	1
Single-family Cluster	35%	2.2	3.2	<u>OS P</u>	5
Duplex	35%	3.0	3.7	<u>OS P</u>	5
Multifamily (mansion apartments and apartment houses)	45%	4.0	3.8	P	15
Traditional Community Plan	See Article 2, Section 2.3.80	3.5	n/a	P	See Article 2, Table 2.3.40

**Table A.3.60.B Lot and Building Standards**

Land Use	Minimum Lot Size	Minimum Lot Width	Minimum Setback			Maximum Building Height
			Street	Side Yard	Rear Yard	
<u>Residential without sewer</u>	<u>21,780 SF</u>	<u>100 feet</u>	<u>20 feet</u>	<u>15 Feet</u>	<u>20 Feet</u>	<u>35 Feet</u>
Residential <u>with sewer</u>	10,890 SF	80 Feet	20 Feet	15 Feet	20 Feet	35 Feet
Non-Residential	10,000 SF	60 Feet	30 Feet	10 Feet	20 Feet	35 Feet



## Lady's Island Community Preservation (LICP)

### A.2.50 Conditional and Special Use Standards

This section describes the standards governing conditional and special uses as designated in Table A.2.40.A of this division. These standards are in addition to other standards required elsewhere in the Beaufort County Community Development Code (CDC), but supersede the conditional, special use, and accessory use standards in Article 4 of the CDC.

#### M. Single-family detached, single-family cluster, and duplexes

##### a. Major Subdivisions

- i. **With public sewer.** Major subdivisions (see Subsection 6.1.30.B) with public sewer shall have a maximum gross density of two dwelling units per acre and a minimum site area of one acre, as per Table A.2.60.A.
- ii. **Without public sewer.** Major subdivisions without public sewer shall have a maximum gross density of one dwelling unit per two acres.

- b. Minor Subdivisions (see Subsection 6.1.30.A) without internal streets and served by public sewer shall have a minimum site area of one-half acre, as per Table A.2.60.A.

- c. Single-family clusters and duplexes are required to be served by public sewer.

### A.2.60 Development Standards

**Table A.2.60.A Open Space and Density Standards**

Residential Type	Minimum open space requirement (% of site area)	Density (per acre)		Wastewater Treatment	Minimum Site Area (acres)
		Max. Gross	Max. Net		
Single-family without sewer	20%	0.5	0.5	OS	0.5
Single-family with sewer	20%	2.0	3.0	OS P	1
Single-family Cluster	35%	2.2	3.2	OS P	5
Duplex	35%	3.0	3.7	OS P	5
Multifamily (mansion apartments and apartment houses)	45%	4.0	3.8	P	15
Traditional Community Plan	See Article 2, Section 2.3.80	3.5	n/a	P	See Article 2, Table 2.3.40
Other Permitted Uses	35%	n/a	n/a	OS	10,000 SF

**Table A.2.60.B Lot and Building Standards**

Land Use	Minimum Lot Size	Minimum Lot Width	Minimum Setback			Maximum Building Height
			Street	Side Yard	Rear Yard	
Single-family without sewer	21,780 SF	100 feet	20 feet	15 Feet	20 Feet	35 Feet
Single-family	10,890 SF	80 Feet	20 Feet	15 Feet	20 Feet	35 Feet

## Lady's Island Expanded Home Business (LIEHB)

### A.3.50 Conditional and Special Use Standards

This section describes the standards governing conditional and special uses as designated in Table A.3.40.A of this division. These standards are in addition to other standards required elsewhere in the Beaufort County Community Development Code (CDC), but supersede the conditional, special use, and accessory use standards in Article 4 of the CDC.

#### G. Single-family detached, single-family cluster, and duplexes

##### 1. Major Subdivisions

a. **With public sewer.** Major subdivisions (see Subsection 6.1.30.B) with public sewer shall have a maximum gross density of two dwelling units per acre and a minimum site area of one acre, as per Table A.3.60.A.

b. **Without public sewer.** Major subdivisions without public sewer shall have a maximum gross density of one dwelling unit per two acres.

##### 2. Minor Subdivisions (see Subsection 6.1.30.A) without internal streets and served by public sewer shall have a minimum site area of one-half acre, as per Table A.3.60.A.

##### 3. Single-family clusters and duplexes are required to be served by public sewer.

### A.3.60 Development Standards

**Table A.3.60.A Open Space and Density Standards**

Residential Type	Minimum open space requirement (% of site area)	Density (per acre)		Wastewater Treatment	Minimum Site Area (acres)
		Max. Gross	Max. Net		
Single-family without sewer	20%	0.5	0.5	OS	0.5
Single-family with sewer	20%	2.0	3.0	OS P	1
Single-family Cluster	35%	2.2	3.2	OS P	5
Duplex	35%	3.0	3.7	OS P	5
Multifamily (mansion apartments and apartment houses)	45%	4.0	3.8	P	15
Traditional Community Plan	See Article 2, Section 2.3.80	3.5	n/a	P	See Article 2, Table 2.3.40

**Table A.3.60.B Lot and Building Standards**

Land Use	Minimum Lot Size	Minimum Lot Width	Minimum Setback			Maximum Building Height
			Street	Side Yard	Rear Yard	
Residential without sewer	21,780 SF	100 feet	20 feet	15 Feet	20 Feet	35 Feet
Residential with sewer	10,890 SF	80 Feet	20 Feet	15 Feet	20 Feet	35 Feet
Non-Residential	10,000 SF	60 Feet	30 Feet	10 Feet	20 Feet	35 Feet







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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Ordinance Authorizing the Execution and Delivery of an Access Easement - Ft. Frederick Heritage Preserve

#### Council Committee:

Beaufort County Council

#### Meeting Date:

November 18, 2019

#### Committee Presenter (Name and Title):

J. Robert McFee, PE, Division Director Construction, Engineering and Facilities

#### Issues for Consideration:

Fort Frederick Heritage Preserve is a 3-acre property owned by the SC Department of Natural Resources located in Port Royal. Beaufort County owns a tract of real property adjacent to Fort Frederick Heritage Preserve and has entered into a Lease and Management Agreement with SCDNR for 2.3 acres of The Preserve. The purpose of the 50-foot Access Easement is to provide access from Old Fort Road across the County's property to SCNDR's owned parcel.

#### Points to Consider:

N/A

#### Funding & Liability Factors:

N/A

#### Council Options:

Recommend Ordinance, or  
Do Not Recommend Ordinance

#### Recommendation:

Recommend Ordinance

**ORDINANCE NO. 2019 / \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
ACCESS EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT  
COUNTY AND ADJACENT TO FORT FREDERICK HERITAGE PRESERVE**

**WHEREAS**, Beaufort County (“County”) has entered into a Lease and Management Agreement (“Agreement”) with South Carolina Department of Natural Resources (“Department”) for 2.3 acre portion of Fort Frederick Heritage Preserve; and

**WHEREAS**, the County owns a tract of real property adjacent to Fort Frederick Heritage Preserve pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 3245 at Page 374 on May 21, 2013 (TMS# R110-009-000-142I-0000); and

**WHEREAS**, the County has received a Certificate of Acceptance of Interest in Real Property from the Department, Certificate Number 2019-124-ADMIN, dated October 1, 2019; and

**WHEREAS**, the purpose is to provide access from Old Fort Road, a Town of Port Royal public road, across the County’s property to the Department’s owned parcel identified with current TMS# R110 009 000 0211 0000; and

**WHEREAS**, a 50-foot Access Easement for a road to be constructed by the County where the boundaries of the easement will coincide with those of the proposed road’s 50-foot right-of-way and the centerline of the road also being the centerline of the right-of-way; and

**WHEREAS**, the County shall be responsible for all road repairs and maintenance; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested Access Easement attached hereto and incorporated by reference and shown on the attached “Access Easement” (Exhibit A); and

**WHEREAS**, S.C. CODE Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** to authorize the County Administrator to execute the Access Easement reference herein and which is shown on the attached “Access Easement”.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

---

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER

Legal Review Process Instructions



## OFFICE OF THE COUNTY ATTORNEY

Post Office Drawer 1228 Ź Beaufort, SC 29901  
102 Industrial Village Road, Building #1  
843.255.2055 (O) Ź 843.255.9414 (F)

### LEGAL REVIEW REQUEST FORM

Form Number: 2019 - 0053

Originally submitted on: 10/14/2019 10:27:22 A...

Select Type: Ordinance/Resolution

Document Title: Access Easement Fort Frederick Heritage Preserve

Department: Engineering

Requester's Name: Brittanee Fields

Ph: 843-255-2692

Em: brittanee.fields@bcgov.net

Date Needed by: 10/18/2019

Description of Document or Any Concerns:

Ordinance authorizing the execution and delivery of an access easement encumbering property leased by Beaufort County from South Carolina Department of Natural Resources and known as a portion of Fort Frederick Heritage Preserve

Is the County receiving a reimbursement or any compensation? ☐ Yes ☒ No

If applicable, please provide the total value amount of the contract:

- ☐ Amount BELOW \$50,000.00
- ☐ Amount \$50,000 to \$99,999
- ☐ Amount \$100,000 and above

Has the item been approved by Council Committee? ☐ Yes ☐ No ☒ N/A

Has the item been approved by full Council? ☐ Yes ☐ No ☒ N/A

Attachments: \_\_\_\_\_



Ordinance Access Easement Ft  
Frederick.final.docx  
15.17 KB

2019-10-14T10:36:16



COA 2019-124 SCDNR (Beaufort-Fort  
Frederick Access Easement)  
REPLACEMENT.pdf  
152.85 KB

2019-10-14T10:39:31



2019.6.20 Ft. Frederick - SCDNR  
Access Easement.pdf  
999.66 KB

2019-10-14T10:39:38

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**LEGAL DEPARTMENT USE ONLY- INITIAL REVIEW**

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**Attachments:**

Ordinance Access Easement Ft  
Frederick - BW edits.docx  
15.28 KB

2019-10-14T11:04:10



No file attached



No file attached

- ☒ Approved      ☐ On Hold  
☐ Disapproved      ☐ Additional Documents Requested

**Comments:**

The approved document is attached to be presented to Council for approval.

Brittany L. Ward

10:59:33 AM

Legal Staff

10/14/2019

Date / Time

**CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY**

***CERTIFICATE NUMBER: 2019-124-ADMIN DATED: October 1, 2019***

***(Replacement for Certificate of Acceptance dated August 28, 2019)***

---

***Grantor:*** Beaufort County  
100 Ribaut Road  
Beaufort, South Carolina 29902

***Grantee:*** South Carolina Department of Natural Resources  
1000 Assembly Street  
Columbia, South Carolina 29201

***General Description of Transaction:***

***County Location:*** Beaufort

***Acreage:*** 50-foot access easement for a road to be constructed by Beaufort County. The boundaries of the easement will coincide with those of the proposed road's 50-foot right-of-way. The centerline of the road also being the centerline of the right-of-way.  
(Parcel Number R110 011 000 0155 0000)

***Purpose/Project:*** To provide access from Old Fort Road, a Town of Port Royal public road, to SCDNR's Fort Frederick Heritage Preserve.

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On August 28, 2019, the South Carolina Department of Administration approved the acceptance of that certain Access Easement from the referenced grantor to the referenced grantee.



Shawn Lavery DeJames, Assistant Director  
The South Carolina Department of Administration,  
Division of Facilities Management and Property Services



STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF BEAUFORT            )

ACCESS EASEMENT

The purpose of the easement is to provide access from Old Fort Road, a Town of Port Royal public road, across the Grantor's property identified above, to property owned by the Grantee and which is identified as TMS# R110 009 000 0211 0000.

1. This instrument grants and conveys access rights only.
2. The easement will be 50 feet in width (25 feet on each side of the center line of a road to be constructed by Beaufort County).
3. The boundaries of the easement will coincide with those of the proposed road's 50 foot right-of-way (the center line of the road also being the center line of the right-of-way).
4. The Grantor, Beaufort County, is responsible for all road repairs and maintenance; Grantee bears no responsibility for road repairs or maintenance.
5. The general public accessing Fort Frederick Heritage Preserve, as an invitee of the Grantee and subject to the any applicable access restrictions, shall also be deemed to have a right of access pursuant to this Access Easement but this Access Easement shall not constitute a dedication of a public roadway.

Page 1 of 2

WITNESS the hand and seal of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BEAUFORT COUNTY

\_\_\_\_\_  
Witness #1

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

NAME: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

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

STATE OF SOUTH CAROLINA

)

COUNTY OF BEAUFORT

)

)

ACKNOWLEDGEMENT

I, the undersigned notary public, do hereby certify that \_\_\_\_\_,  
Beaufort County \_\_\_\_\_, personally appeared before me this day in  
the presence of the above-named witnesses and acknowledged the due execution of the foregoing  
instrument on behalf of Beaufort County.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public for South Carolina

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



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY KNOWN AS AUTOMOBILE PLACE, WITH TMS NO. R510 008 000 0480 0000, TO THE TOWN OF HILTON HEAD ISLAND

#### Council Committee:

Public Facilities Committee

#### Meeting Date:

January 21, 2020

#### Committee Presenter (Name and Title):

Rob McFee, Director of Construction, Engineering and Facilities

#### Issues for Consideration:

The Town of Hilton Head Island would like the County to convey the real property known as Automobile Place, a right of way located perpendicular to Hwy 278, to the Town. The Town is requesting this conveyance in hopes of redesigning the current intersection and ultimately improving traffic conditions on Hwy 278.

#### Points to Consider:

The County does not have this ROW included in County Inventory, so the conveyance would help perfect the Town's interest in the ROW and remove any future responsibility associated with the County. The town is requesting a quit claim deed be executed.

#### Funding & Liability Factors:

N/A

#### Council Options:

Approve or Not Approve Quit Claim Title to Real Estate for the Town of Hilton Head Island.

#### Recommendation:

Approve Quit Claim Title to Real Estate for the Town of Hilton Head Island.



**ORDINANCE 2020/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS AUTOMOBILE PLACE, WITH TMS NO. R510 008 000 0480 0000, TO THE  
TOWN OF HILTON HEAD ISLAND**

**WHEREAS**, Beaufort County (“County”) is the sole owner of the real property (“Property”) known as Automobile Place, with TMS No. R510 008 000 0480 0000, a right of way located perpendicular to U.S. Highway 278, in the Town of Hilton Head Island (“Town”); and

**WHEREAS**, the County obtained ownership of the Property from the Town by way of quit claim deed dated August 21, 1998, and recorded in the Beaufort County Register of Deeds in deed book 1097 at page 1096; and

**WHEREAS**, the Town desires to own the Property for purposes of improving traffic conditions on U.S. Highway 278; and

**WHEREAS**, the Town has requested that Beaufort County convey all interest in the Property to the Town via quit claim deed; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interest to convey the Property to the Town and authorize the execution and delivery of the requested quit claim deed attached hereto and incorporated by reference as “Exhibit A”, and more particularly shown on the survey attached hereto and incorporated by reference as “Exhibit B”; and

**WHEREAS**, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council as follows:

1. the County Administrator is hereby authorized to execute the quit claim deed referenced herein and as shown in Exhibit A; and
2. the County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the real property known as Automobile Place, with TMS No. R510 008 000 0480 0000 and as shown in the attached Exhibit B, to the Town of Hilton Head Island.

DONE this \_\_\_\_ day of \_\_\_\_\_ 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

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

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT        )     QUIT CLAIM TITLE TO REAL ESTATE

Know all me by these presents that Beaufort County, South Carolina, Post Office Box 1228, Beaufort, SC, 29901, in the State aforesaid, for and in consideration of the sum of One and no/100 (\$1.00) Dollars, actual consideration, to it in hand paid at and before the execution and delivery of these presents by The Town of Hilton Head Island, South Carolina, One Town Center Court, Hilton Head Island, SC, 29928, the receipt and sufficiency of which is acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release to The Town of Hilton Head Island, South Carolina, its successors and assigns, forever, the real property described below:

All that certain piece, parcel or lot of land, shown and described as "Parcel 48," on a Plat entitled "Boundary Survey of, Parcel 48, Automobile Place/US 278 Intersection, Hilton Head Island, Beaufort County, South Carolina," dated November 29, 2019, prepared by Mark R. Renew, SCPLS 25437, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book \_\_\_\_ at Page \_\_\_\_.

This being the same property conveyed to Beaufort County, South Carolina, by deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 1097 at Page 1096.

This deed was prepared in the Office of Coltrane & Wilkins, LLC, by Curtis L. Coltrane.

R510 008 000 0480 0000

Together with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

To Have and to Hold, all and singular, the said premises before mentioned unto The Town of Hilton Head Island, South Carolina, and its Successors and Assigns, forever.

Witness the hand and seal of Ashley M. Jacobs, the duly authorized County Administrator of Beaufort County, South Carolina, on this \_\_\_\_ day of February, 2020.

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_

By: \_\_\_\_\_  
Ashley M. Jacobs

\_\_\_\_\_

Its: \_\_\_\_\_  
County Administrator

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT        )

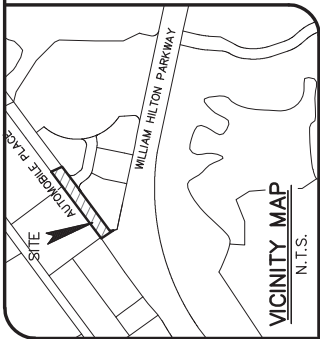
ACKNOWLEDGMENT

Personally appeared before me Ashley M. Jacobs the duly authorized County Administrator of Beaufort County, South Carolina, and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

Exhibit "B"

SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED BY A FLOOD OF 100 YEAR RETURN PERIOD. THE DESIGN OF ANY POSSIBLE HURRICANE, LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE TO THESE AREAS ON THIS PLAT IS FOR INFORMATION ONLY. THE REQUIREMENTS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.



SYMBOLS

- IPF - 1/2" IRON PIN FOUND  
OMF - 3" CONCRETE MONUMENT FOUND

U.S. HWY. 278 150' R/W

U.S. HWY. 278 136' R/W

REFERENCE PLATS

- 1) AN S.C. DEPARTMENT OF TRANSPORTATION PLAT OF:  
DOCKET NO. 7-408, SHEET 25, PROJECT NO. 105-1037  
LAST REVISED: 7-15-77
- 2) A PARTIAL PLAT OF NORTHBRIDGE PARK, HONEY HORN PLANTATION AREA,  
HILTON HEAD ISLAND, BEAUFORT COUNTY, S.C.  
BY: ROY HUSSNY S.C.R.L.S. # 2373

PROPERTY AREA = 0.75 AC. 32,565 Sq. Ft.  
ADDRESS: TO BE ASSIGNED  
DISTRICT: 510, MAP: 8, PARCEL: 48  
THIS PROPERTY LIES IN F.E.M.A. ZONE C - N/A  
COMMUNITY NO. 450250, PANEL: 0008D, DATED: 8/28/86

- NOTES:
- 1). THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH BY SEA ISLAND LAND SURVEY, LLC.
  - 2). THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE ROD FOR BEAUFORT COUNTY.
  - 3). BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY.

LINE TABLE		
LINE	LENGTH	BEARING
L1	66.01	S 36°51'39" E
L2	16.95	N 53°10'26" E

R510 008 000 0223 0000  
E.M. & M. L.C. PALMETTO OFFICE SUITES HPR  
40 WILERS CREEK WAY  
HILTON HEAD ISLAND SC 29926

R510 008 000 0215 0000  
WILERS ENTERPRISES LLC % JONI  
W. WANDERSLICE  
35 MAIN ST #120  
HILTON HEAD ISL SC 29926

R510 008 000 169A 0000  
TOWN OF HILTON HEAD ISLAND  
1 TOWN CENTER CT  
HILTON HEAD ISL SC 29928

N 140°25'98"  
E 2088256.74

R510 008 000 0422 0000  
BRE KNIGHT SH SC OWNER LLC  
345 PARK AVE  
NEW YORK NY 10154

PARCEL 48

N53°08'21"E → 476.50'  
493.36' → S53°08'12"W

S36°47'37"E  
66.00'

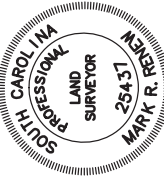
R510 008 000 0312 0000  
TOWN OF HILTON HEAD ISLAND  
1 TOWN CENTER CT  
HILTON HEAD ISLAND SC 29928

R510 008 000 0311 0000  
TOWN OF HILTON HEAD ISLAND  
1 TOWN CENTER CT  
HILTON HEAD ISLAND SC 29928

R510 008 000 0310 0000  
TOWN OF HILTON HEAD ISLAND  
1 TOWN CENTER CT  
HILTON HEAD ISLAND SC 29928

BOUNDARY SURVEY OF:  
PARCEL 48,  
AUTOMOBILE PLACE/ US 278 INTERSECTION,  
HILTON HEAD ISLAND,  
BEAUFORT COUNTY, SOUTH CAROLINA  
PREPARED FOR:  
TOWN OF HILTON HEAD ISLAND  
DATE: 11/29/19

THIS PLAT WAS PREPARED BY SEA ISLAND LAND SURVEY, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF SOUTH CAROLINA, UNDER THE CLOSE PERSONAL SUPERVISION AND DIRECTION OF THE SURVEYOR. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



SCALE: 1" = 60'  
SILS Sea Island Land Survey, LLC.  
10 Oak Park Drive, Unit C1,  
Hilton Head Island,  
SC 29928  
Tel (843) 681-3248  
Fax (843) 686-3971  
E-mail: sils@seaisland.com  
DWG No.: 4-2082  
COPYRIGHT © BY SEA ISLAND LAND SURVEY, LLC. CDS: 7M

NOT VALID UNLESS ENCLOSED.





## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

**Item Title:**

Request Authorization for the County Administrator to negotiate a contract for IFB #082119, Security Upgrade for the Beaufort County Detention Center

**Council Committee:**

County Council Meeting

**Meeting Date:**

January 27, 2020

**Committee Presenter (Name and Title):**

Dave Thomas, CPPO, Purchasing Director

**Issues for Consideration:**

Approved by the Public Facilities Committee on January 21, 2020. Beaufort County issued an Invitation for Bid (IFB) to solicit proposals from qualified firms to provide a security upgrade, which includes equipment, installation, and warranty. The project includes the removal of the existing 2002 security system and replacing the system with all new equipment, which includes a new equipment room, a new door control system, a digital audio system for communication/paging/new cell intercoms, software, touchscreen control system, monitors and cameras. A two (2) year Guarantee for Maintenance and Service is provided in Alternate 3.

**Points to Consider:**

We conducted a mandatory pre-bid meeting on July 24, 2019. Three (3) vendor's attended the meeting and three bids were received and opened on August 21, 2019. The County received bids from the following three firms: 1. Cornerstone Detention Products, Inc., \$1,203,232.00, 2. Stanley Convergent Security Solutions, Inc., \$1,241,740.00, 3. South Western Communications, Inc., \$1,891,141.00. County staff evaluated the bids, along with our consultant-engineering firm, Buford Goff & Associates and determined that Cornerstone Detention Products, Inc., was the lowest responsive and responsible bidder for the base bid and all of the alternates. Total cost with Alternates 1-3 is \$1,365,535. The contractor will have 300 days to complete the job from the date of the notice to proceed. Buford Goff & Associates will be providing project management services for \$32,230.

**Funding & Liability Factors:**

Account #40100011-54115 Security Upgrades-Detention Center, available \$913,280. The rest of the project cost will be covered by a Go Bond to pay the remaining \$588,808.50.

**Council Options:**

Approve or reject the bid award.

**Recommendation:**

The Purchasing Department recommends that County Council approve the authorization for the County Administer to negotiate the contract award for the Detention Center's Security Upgrade from the aforementioned lowest responsive/responsible bidder for a total cost of \$1,365,535, plus a 10% contingency of \$136,553.50. Total cost of contract \$1,502,088.50.





David L Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353

**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**PURCHASING DEPARTMENT**

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

**TO:** Councilman Brian Flewelling, Chairman, Public Facilities Committee  
**FROM:** David L Thomas, CPPO, Purchasing Director  
**SUBJ:** New Contract as a Result of Solicitation  
Request Authorization for the County Administrator to Negotiate a Contract for a Detention Center Security Upgrade

**DATE:** 01/21/2020

**BACKGROUND:**

Beaufort County issued an Invitation for Bid (IFB) #082119 to solicit proposals from qualified firms to provide a security upgrade to the Beaufort County Detention Center, which includes equipment, installation, and warranty. The project includes the removal of the existing 2002 security system and replacing the system with all new equipment, which includes a new equipment room, a new door control system, a digital audio system for communication/paging/new cell intercoms, software, touchscreen control system, monitors and cameras. A two (2) year guarantee for maintenance and service is provided in Alternate 3. We conducted a mandatory pre-bid meeting on July 24, 2019. Three (3) vendors attended the meeting and three bids were received and opened on August 21, 2019. The County received bids from the three firms listed below.

\*County staff evaluated the bids, along with our consultant-engineering firm, Buford Goff & Associates, and determined that Cornerstone Detention Products, Inc. was the lowest responsive and responsible bidder for the base bid and all of the alternates. See the attached bid from Cornerstone Detention Products, Inc. Total cost with Alternates 1-3 is \$1,365,535. The contractor will have 300 days to complete the job from the date of the notice to proceed. Buford Goff & Associates will be providing project management services for \$32,230.

**VENDOR INFORMATION:**

1. Cornerstone Detention Products, Inc.
2. Stanley Convergent Security Solutions, Inc.
3. South Western Communications, Inc.

**COST:**

\$1,203,232\*  
\$1,241,740  
\$1,891,141

**FUNDING:**

GL Account 40100011-54115, 2017 GO Bonds, Security Upgrades-Detention Center, current available balance is \$913,280. Ordinance 2019/40 approved September 9, 2019, appropriated \$11.775 million of General Obligation Bonds. These GO Bonds that will be sold and closed in 2020 include \$1 million for Detention Center Security Upgrades. The \$1 million within the 2020 GO Bonds will be the funding source for the balance of \$588,808.50 (\$1,502,088.50 less \$913,280 of 2017 GO Bonds).

Funding approved: Yes By: aholland Date: 01/13/2020

**FOR ACTION:** Public Facilities Committee on January 21, 2020.

**RECOMMENDATION:**

The Purchasing Department recommends that the Public Facilities Committee approve and recommends to County Council to approve the authorization for the County Administer to negotiate contract award for the Detention Center's Security Upgrade from the aforementioned lowest responsive/responsible bidder for a total cost of \$1,365,535, plus a 10% contingency of \$136,553.50.

Attachment:  BC Detention Ctr.pdf 3.58 MB  NEW Agenda Item SummarySecurityupgrade012120.pdf 458.09 KB

cc: Ashley Jacobs, County Administrator

Check to override approval: ☒ Overridden by: Imaietta

Alicia Holland, Assistant County Administrator, Finance

Phil Foot, Assistant County Administrator, Public Safety

Check to override approval: ☐ Overridden by:

Mark Roseneau, Director, Facility Management Department

Check to override approval: ☐ Overridden by:

Approved: Select... Date:

Override Date: 01/15/2020

Approved: Yes Date: 01/13/2020

Approved: Yes Date: 01/13/2020

Override Date: ready for admin: ☒

Approved: Yes Date: 01/14/2020

Override Date: ready for admin: ☒

After Initial Submission, Use the Save and Close Buttons



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**

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

TO: Councilman Brian E. Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Request Authorization for the County Administrator to negotiate a contract for IFB #082119, Security Upgrade for the Beaufort County Detention Center

DATE: January 21, 2020

**BACKGROUND:** Beaufort County issued an Invitation for Bid (IFB) to solicit proposals from qualified firms to provide a security upgrade, which includes equipment, installation, and warranty. The project includes the removal of the existing 2002 security system and replacing the system with all new equipment, which includes a new equipment room, a new door control system, a digital audio system for communication/paging/new cell intercoms, software, touchscreen control system, monitors and cameras. A two (2) year Guarantee for Maintenance and Service is provided in Alternate 3. We conducted a mandatory pre-bid meeting on July 24, 2019. Three (3) vendor's attended the meeting and three bids were received and opened on August 21, 2019. The County received bids from the following three firms:

**BIDDERS:**

	<b><u>Bid Total Cost</u></b>
1. Cornerstone Detention Products, Inc.	\$1,203,232.00*
2. Stanley Convergent Security Solutions, Inc.,	\$1,241,740.00
3. South Western Communications, Inc.,	\$1,891,141.00

\*County staff evaluated the bids, along with our consultant-engineering firm, Buford Goff & Associates and determined that Cornerstone Detention Products, Inc., was the lowest responsive and responsible bidder for the base bid and all of the alternates. See the attached bid from Cornerstone Detention Products, Inc. Total cost with Alternates 1-3 is \$1,365,535. The contractor will have 300 days to complete the job from the date of the notice to proceed. Buford Goff & Associates will be providing project management services for \$32,230.

**FUNDING:** Account #40100011-54115 Security Upgrades-Detention Center, available \$913,280. The rest of the project cost will be covered by a Go Bond to pay the remaining \$588,808.50.

**FOR ACTION:** Public Facilities Committee on January 21, 2020.

**RECOMMENDATION:** The Purchasing Department recommends that the Public Facilities Committee approve and recommends to County Council to approve the authorization for the County Administer to negotiate a contract award for the Detention Center's Security Upgrade from the aforementioned lowest responsive/responsible bidder for their bid price of \$1,365,535, plus a 10% contingency of \$136,553.50, for a total project contract cost of \$1,502,088.50.

cc: Ashley Jacobs, County Administrator  
Christopher Inglese, Deputy County Administrator  
Alicia Holland, Asst. Co. Administrator, Finance  
Phil Foot, Director Public Safety  
Mark Roseneau, Director Facilities Management

Attachment: Bid Tab, Consultants Recommendation letter, Cornerstone Detention Products Bid



# PRELIMINARY BID TABULATION

## PURCHASING DEPARTMENT



The following bids were received for the above referenced project:

Project Name:	BCDC Security Upgrade
Project Number:	IFB 082119
Project Budget:	
Bid Opening Date:	8/21/2019
Time:	3:00
Location:	BIV #2 Conference Room
Bid Administrator:	Dave Thomas
Bid Recorder:	

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Cornerstone Detention Products, Inc.	✓	✓	✓	✓	✓	✓	\$ 1,203,232.00
South Western Communications, Inc.	✓	✓	✓	✓	✓	✓	\$ 1,891,141.00
Stanley Convergent Security Solutions, Inc.	✓	✓	✓	✓	✓	✓	\$ 1,241,740.00

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

\_\_\_\_\_  
 Bid Recorder



## Buford Goff & Associates

ENGINEERS AND PLANNERS

EST. 1969

September 6, 2019

David L. Thomas, CPPB, CPPO  
Purchasing Director, Beaufort County  
P.O. Drawer 1228  
Beaufort, SC 29901-1228

Re: Replacement/Retrofit of Security Systems at Beaufort County Detention Center  
IFB 081419 Bid Evaluation and Recommendation

Dear Mr. Thomas:

We reviewed the results from the August 21, 2019, bid opening for the referenced project. Bids were received from three bidders:

- |  |                |
|--|----------------|
| 1. Cornerstone Detention Products, Inc.        | \$1,203,232.00 |
| 2. South Western Communications, Inc.          | \$1,891,141.00 |
| 3. Stanley Convergent Security Solutions, Inc. | \$1,241,740.00 |

The low responsive and responsible bid of \$1,203,232.00 was submitted by Cornerstone Detention products, Inc. It is our understanding that this bid exceeds the available funding for the project. If funding is not available to award the contract to the low responsive and responsible bidder, we recommend negotiating with the low bidder, Cornerstone Detention Products, Inc., to determine if there are any viable value engineering options to reduce the cost of the project.

If there are any questions, please contact me.

Sincerely,

BUFORD GOFF & ASSOCIATES, INC.

Randy L. Smith

Project Manager

File: 180393105

We acknowledge Addendums 1, 2, 3, and 4

ORIGINAL

**THIS IS NOT AN ORDER**

\*VENDOR ☐

\*ONE VENDOR ORIGINAL TO BE ELECTRONICALLY SENT

\*VENDOR COPY ☐

Dates Advertised: July 2, 2019 SUBMITTED BY EACH BIDDER

Page 1 of 27 Pages



## INVITATION FOR BID (IFB)

FORMAL SEALED BID (X) REQUEST FOR QUOTE ( )

We require bids to be electronically submitted through our Vendor Registry Program. Please go to [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) and sign up to submit your bid.

Purchasing Department  
Beaufort Industrial Village  
106 Industrial Village Rd., Bldg. 2  
Beaufort, SC 29906-4291

\*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. ON:  
**August 14, 2019**

Bid No. (No., Date, Time of Opening and State License Numbers to be shown on Envelope)

**IFB # 082119**

LOCAL TIME-THEN PUBLICLY OPENED IF SEALED BID

**BID TITLE: Beaufort County Detention Center Security Upgrade**

1. PREBID CONFERENCE: A mandatory pre-bid conference will be held on July 24, 2019 at 3:00 pm at the Finance Department Conference Room, located at Building #2, 106 Industrial Village Road, Beaufort, SC 29901

**This is a Mandatory meeting; All bidders must attend.**

David L. Thomas, CPPO  
Purchasing Director

Mailing Date

E-MAIL QUESTIONS TO:  
Dave Thomas – [dthomas@bcgov.net](mailto:dthomas@bcgov.net)  
At least calendar 10 days before bid opening.

VENDOR NAME Cornerstone Detention Products, Inc.

REASON FOR NO BID

VENDOR MAILING ADDRESS 14000 Highway 20

Amend Number(s) Received:  
4 (Four)

CITY-STATE-ZIP-CODE  
Madison, AL 35756

S.C. TAX NO.

Telephone Number (256) 560-4281

FEDERAL I.D. OR SOCIAL SECURITY NO.

Toll-Free Number ( )

63-1196091

Fax Number (256) 355-7556

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.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPE/TITLE)

Charles M. Claborn/President

Bid Security is attached (if required) in the amount of: 5%  
5% of Bid if over \$30,000.00.

IF A SUMMARY OF BIDS IS DESIRED, ENCLOSE A SELF-ADDRESSED STAMPED



BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within 90 days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within 300 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. The Beaufort County School District or any other Beaufort County Department at their option, shall be eligible for use of any contract awarded pursuant to this solicitation.

I M P O R T A N T  
IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE,  
SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

\* Bids received after the time specified for opening cannot be considered and will be returned to the bidder unopened.

**Scope of Services:** Beaufort County is requesting bids from qualified firms to provide the equipment and installation services for the Beaufort County Detention Security System Upgrade as out-lined in the following attached files located on our County website at [www.beaufortCountySC.gov](http://www.beaufortCountySC.gov)

- a. 100% BCDC Security Specifications
- b. BCDC 100% Security Drawings

You may find the bid documents by going to the Purchasing Department's page under the Government tool bar, click on Government, and then select the Purchasing Department, which will bring up the Purchasing Department's home page and you will find the bid opportunities section where the documents are located. You must be a member of Vendor Registry or register as a vendor in order to be able to download the documents. Instructions to register are on the Purchasing webpage and registration is free.

#### **Minimum Contractor Requirements and Award Criteria:**

1. Contractor award will be based on lowest price with consideration for warranty and completion date from the contract award date.
2. Contractor must have a minimum of five (5) years experience with similar projects and scope of work. Additional Contractor qualifications and the requirements for the Contractor's Qualifications Proposal, which must be submitted at least 21 days prior to the bid, are delineated in Specification Section 285000-1.6.

#### **BID SCHEDULE**

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

#### **A. Alternate Bids**

1. Alternate 1 - Additional IP video cameras. Cameras for this Alternate are identified on the drawings with an "(A)" following the camera number and are also noted in Table 285210-1 IP Video IP Schedule. Provide all equipment, licenses, recording storage and labor necessary to fully incorporate these cameras into the new IP Video System. See Section 285210 for descriptions of the cameras.

Alternate 1: Price \$64,065

2. Alternate 2 – New cell intercoms. New Type B intercoms for this Alternate are shown on the Drawings in cells A110-A114, A119-A137, A209-A216, A224-A247, B112-B117, B141-B147, B213-B221, B244-B252. Provide all equipment and labor necessary to fully incorporate these intercoms into the new Digital Audio System. See Section 285270 for a description of the intercom stations.

**Alternate 2: Price: \$90,715**

3. Alternate 3 – Guarantee, Maintenance and Service. Provide one additional year of Guarantee, Maintenance and Service for a total of two (2) years. See Section 285060 for Guarantee, Maintenance and Service requirements.

Alternate 3: Price: \$7,523

**B. Unit Pricing**

1. Replace an existing Type A style intercom station. Intercom faceplate size may vary to fit the existing backboxes. The existing intercom backbox and cable shall be reused. See Section 285270 for a description of the intercom station. Total Price: \$169
2. Replace an existing frame-mounted cell call button. The existing call button cable shall be reused. Total Price: \$127
3. Replace an existing cell speaker station. Match speaker size to existing backbox. The existing speaker backbox and cable shall be reused. Total Price: \$162
4. Provide a Type A IP camera with 250' CAT6 Plenum cable, licenses and programming. No additional recording storage shall be provided and existing POE ports shall be utilized on the video network switch. See Section 285210 for camera description. Total Price: \$1,866
5. Replace a Personal Alarm Receiver (PAR). The existing PAR backbox and cable shall be reused. See Section 285602 for PAR description. Total Price: \$391
6. Replace a Watchtour station. The existing backbox and cable shall be reused. See Section 285360 for the watchtour station description. Total Price: \$207
7. Adjust an existing door status switch. Total Price: \$111
- Grand Total Base Price: \$1,203,232

Total Base Price Plus Alternate 1: \$1,267,297.

Total Base Price Plus Alternate 2: \$1,293,947.

Total Base Price Plus Alternate 3: \$1,210,755.

Total Base Price Plus Alternates 1 and 2: \$1,358,012.

Total Base Price Plus Alternates 1, 2, and 3: \$1,365,535.

Provide the number of days to complete the work from the date of the notice to proceed: 300.

**BID SURETY IS REQUIRED ON BIDS OVER \$30,000.00 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.**

I, the undersigned, certify that this bid does not violate any Federal or State Antitrust Laws.

Bidders Federal Social Security Identification (E.I.) No. 63-1196091

Cornerstone Detention Products, Inc.

(Company Name)

14000 AL Highway 20, Madison, AL 35756

(Mailing Address)

14000 AL Highway 20

(Street Address)

Madison, AL 35756

(CITY/STATE/ZIP)

BY Charles M. Claborn

TITLE President

(Please print)



(Signature – Bids Must Be Signed)

TELEPHONE 256-355-4237

DATE 8/20/2019

FAX #: 256-355-7556

EMAIL ADDRESS: Scopeland@cornerstonedetention.com



## 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 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, and 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 #081419, dated July 02, 2019.

Company Name: Cornerstone Detention Products, Inc. Principal Name: Charles M. Claborn

Company Address: 14000 AL Highway 20, Madison, AL 35756

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

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

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

Signature of Principal/Date: Charles M. Claborn

Witness/Date: W. McGahan 8/20/19



### Value Engineering Alternates

Following items are recommended as value engineering alternates:

	<u>Description</u>	<u>Advantage \$</u>	<u>*Price Difference</u>
1.	<u>Remove Developer Software</u>	<u>                    </u>	<u>Deduct</u> <u>\$ 10,000</u>
2.	<u>                    </u>	<u>                    </u>	<u>\$</u> <u>                    </u>
3.	<u>                    </u>	<u>                    </u>	<u>\$</u> <u>                    </u>
4.	<u>                    </u>	<u>                    </u>	<u>\$</u> <u>                    </u>
4.	<u>                    </u>	<u>                    </u>	<u>\$</u> <u>                    </u>
5.	<u>                    </u>	<u>                    </u>	<u>\$</u> <u>                    </u>
6.	<u>                    </u>	<u>                    </u>	<u>\$</u> <u>                    </u>
7.	<u>                    </u>	<u>                    </u>	<u>\$</u> <u>                    </u>
8.	<u>                    </u>	<u>                    </u>	<u>\$</u> <u>                    </u>

\* Indicate if "add" or "deduct"

DEVIATIONS FROM TERMS, CONDITIONS, PROVISIONS, SPECIFICATIONS,  
AND ENCLOSED CONTRACT

If you do not have any deviations, write "NONE."

IFB #: 082119

<u>PAGE #</u>	<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>EXPLAIN DIFFERENCES BELOW</u>
<u>Section</u>	<u>285210</u>	<u>Video Cameras</u>	<u>Providing Bosch</u>
<u>Section</u>	<u>285210</u>	<u>VMS Software</u>	<u>Providing Bosch</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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I agree to abide by all the terms, conditions, provisions, and specifications of this bid; except those as listed above.

Cornerstone Detention Products, Inc.

Company



Authorized Signature

08/19/2019

Date

## Equipment

List enclosures: Attach list of all Sub-contractors, showing license numbers and licensing authority as applicable.

Earliest start date: December, 2019. Completion date: October, 2020.

List description/location of all equipment that you will furnish and install in accordance with the specifications as listed herein in the section below:

[illegible]

Vendors may attached information and brochures.

## REFERENCES

Each bidder shall furnish all information requested below. Bids shall be received from qualified contractors.

Years in business: 21

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
<u>Kendall County Jail</u>	<u>Boerne, TX</u>	<u>Mike Kaiman</u>	<u>210-314-0497</u>
<u>Santa Cruz Co. Rehabilitation &amp; Re-Entry</u>	<u>Santa Cruz, CA</u>	<u>Betsey Lynberg</u>	<u>831-454-2393</u>
<u>Yolo County Video Surveillance System</u>	<u>Woodland, CA</u>	<u>Terry Vernon</u>	<u>530-320-3049</u>
<u>East County Hall of Justice</u>	<u>Alameda, CA</u>	<u>Sean Carolean</u>	<u>408-452-1800</u>
<u>Jackson Co. Adult Detention Center</u>	<u>Pascaguola, MS</u>	<u>Richard Cushman</u>	<u>228-769-5235</u>



REQUIREMENT REMOVED PER  
AUGUST 13, 2019 EMAIL FROM  
MONICA SPELLS

## **Program Provisions and Good Faith Outreach Effort Requirements for Small and Minority Business Participation**

Beaufort County Detention Center Security Upgrade Services for Beaufort County  
IFB # 081419

**FAILURE TO COMPLETE ALL GOOD FAITH OUTREACH EFFORT REQUIREMENTS MAY  
RESULT IN BID REJECTION. SPECIFIED DOCUMENTS WITHIN THESE PROGRAM  
PROVISIONS MUST BE RETURNED WITH THE BID PACKAGE. FALSIFICATION OF ANY  
REQUESTED DOCUMENTS WILL BE CONSIDERED A BREACH OF PUBLIC TRUST.**

Direct questions regarding these provisions in writing via email to [compliance@bcgov.net](mailto:compliance@bcgov.net) or fax to 843.255.9802.



## Important Actions and Notes for Bidders

- These program provisions affect bid responsiveness.
- These program provisions are required for all prime bidders, regardless of whether the prime bidder is a small or minority business (SMB).
- If not self-performing one hundred percent (100%) of the project with your company's workforce, bid packages should include the following items to be in compliance with these program provisions:
  1. Good Faith Efforts Checklist form.
  2. Non-Discrimination Statement form (Exhibit 1).
  3. Proof of requesting Beaufort County's listing of local SMBs at least 5 business days in advance of the bid due date, by sending a request to [bcvendors@bcgov.net](mailto:bcvendors@bcgov.net).
  4. Outreach Documentation Log (Exhibit 2) and Proposed Utilization Plan (Exhibit 3). **Note:** Both of these forms will be provided electronically when requesting Beaufort County's current listing of local SMBs per item #3 above.
  5. Proof of sending written notice to SMBs notifying them of any bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed.
  6. Proof of sending written notice to Good Faith Agencies listed herein, at least 5 business days in advance of the bid due date, requesting their assistance notifying their business contacts of bidding opportunities with your company for this project. Notices can be e-mailed and sent to all agencies with one email.

### Good Faith Agencies Distribution List

Beaufort County Black Chamber of Commerce  
Post Office Box 754, Beaufort, SC 29901  
Email: [president@bcbcc.org](mailto:president@bcbcc.org)

Beaufort Regional Chamber of Commerce  
Post Office Box 910, Beaufort, SC 29901  
Email: [Jason@BeaufortSC.org](mailto:Jason@BeaufortSC.org)

Greater Bluffton Chamber of Commerce  
217 Goethe Road, Bluffton, SC 29910  
Email: [info@blufftonchamberofcommerce.org](mailto:info@blufftonchamberofcommerce.org)

Hilton Head Island-Bluffton Chamber of Commerce  
Post Office Box 5647  
Email: [RDeal@hiltonheadisland.org](mailto:RDeal@hiltonheadisland.org)

### Other Resources\*

SC Office of Small and Minority Business  
Assistance (OSMBA)  
1205 Pendleton Street, Suite 453C  
Columbia, SC 29201  
Telephone: 803.734.5010  
[www.osmba.sc.gov](http://www.osmba.sc.gov)

SC Department Of Transportation  
Business Development and Special Programs  
Post Office Box 191  
Columbia, SC 29202  
Telephone: 803.737.2314  
[www.scdot.org](http://www.scdot.org)

*\* You do not need to send a notification to these agencies; however, they can assist you in identifying certified minority and disadvantaged businesses.*

## Program Overview

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

### Pre-Award and Post-Award Requirements

Beaufort County requires all bidders for this project to fulfill specific good faith outreach efforts. The successful bidder (contractor) is required to fulfill any commitments made to the best of their ability in conjunction with pre-award good faith outreach efforts, unless good cause is demonstrated for any failure to fulfill such commitment. Beaufort County shall have the right to inspect the contractor's records related to the activity and expenditures to SMBs utilized on County projects, to include related contracts and purchase orders and payment records, such as cancelled check copies. Further, Beaufort County personnel are permitted access to County project sites with the purpose of confirming workers on the project. Beaufort County may require the contractor to provide monthly reports regarding its utilization and expenditures to small and minority businesses on Beaufort County projects.

### Definitions

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

**Small Business** means a for-profit concern that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in the Code of Federal Regulations, Title 13, Part 121\*\*\*, as amended.

\* South Carolina Code of Laws, Chapter 35 "South Carolina Consolidated Procurement Code", Article 21 "Assistance to Minority Businesses".

\*\* Beaufort County Code of Ordinances, Article 7 "Finance, Division 4 "Purchasing", Section 2-537.2 "Small and Minority-owned Business Program".

\*\*\* Code of Federal Regulations, Title 13 "Business Credit and Assistance", Chapter 1 "Small Business Administration", Part 121 "Small Business Size Standards".

## Self-Performance Affidavit

*If self-performing the entire project with your own workforce/staff on your payroll, complete and return this form with your bid package. If self-performing all work, you do not need to solicit SMBs.*

I hereby certify my company's intent to self-perform 100% of the work required for the referenced project:

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

Project Number: \_\_\_\_\_

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

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

If a need to subcontract all or some of my company's work on this project arises, I will notify Beaufort County in writing within three (3) business days via email at [compliance@bcgov.net](mailto:compliance@bcgov.net) or fax at 843.255.9802.

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

\_\_\_\_\_  
Owner or Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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



## Good Faith Efforts Checklist

*This form and supporting documents are due with the bid package, if not self-performing 100% of the work.*

- ☐ Divide and/or combine scope of work packages into economically feasible units, if possible.
- ☐ Request a list of potential SMBs from Beaufort County at least 5 business days prior to the bid due date, by emailing a request to [bcvendors@bcgov.net](mailto:bcvendors@bcgov.net).
- ☐ Send written notice to Good Faith Agencies and SMBs of your intent to bid the project and express an interest in receiving quotes from SMBs. Notices should be sent at least 5 business days prior to the bid due date and can be e-mailed or faxed. The notice should contain the following:
  - Bidder's name and contact information
  - Project name and number
  - Scope of work/bid packages available for subcontracting
  - Information on availability of plans and specifications
  - Bidder's insurance, bonding, and financial requirements
- ☐ Include copies of the written notice to SMBs notifying them of bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed. If emailed, the notice may be sent to all applicable subcontractors with one email. If faxed, include a copy of the fax transmittal confirmation slip. If the notice is mailed, include a copy of the stamped or metered envelope.
- ☐ Include copies of the written notice to Good Faith Agencies requesting their assistance notifying their local business contacts of bidding opportunities with your company for this project. The request should be sent at least 10 business days prior to the bid due date and can be e-mailed or faxed. If emailed, the notice may be sent to all agencies with one email. If faxed, include a copy of the fax transmittal confirmation slip. If the notice is mailed, include a copy of the stamped or metered envelope.
- ☐ Include Exhibits 1, 2 and 3, with all requested supporting documentation, where applicable. Exhibits 2 and 3 must be requested by sending an email to [bcvendors@bcgov.net](mailto:bcvendors@bcgov.net) (see page 2, item #4 of these provisions).

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

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

\_\_\_\_\_  
Owner or Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit 1**  
**Non-Discrimination Statement**

*This form is due with the bid package.*

The bidder certifies the following:

- 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 bid submitted to Beaufort County or the performance of any contract resulting thereof;
- That it is and shall be the policy of the bidder to provide equal opportunity to all businesses or persons seeking to contract or otherwise interested in contracting with the bidder for Beaufort County contracts, including those businesses owned and controlled by socio-economic and racial minorities;
- In connection herewith, we acknowledge and warrant that this bidder 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 bidder;
- 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;
- 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 included by reference into any contract or portion thereof which this bidder may hereafter obtain and;
- That the failure of this bidder to satisfactorily discharge any of 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 right 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.

Cornerstone Detention Products, Inc.

Name of Company

Charles M. Claborn

Owner or Authorized Representative Name

Signature

President

Title

08/19/2019

Date



in this Section.

- 30.4 Notice of Decision. A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 30.5 Finality of Decision. A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- 30.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
- 30.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs, when it is determined that the protest is without standing.
31. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the 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 by circling YES OR **NO**
- If you circled "YES", explain fully in a separate attachment.

**BID BOND**

**Argonaut Insurance Company**  
Deliveries Only: 225 W. Washington, 24<sup>th</sup> Floor, Chicago, IL 60606  
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

KNOW ALL MEN BY THESE PRESENTS: That we Cornerstone Detention Products, Inc.,  
called the Principal, and Argonaut Insurance Company, an Illinois corporation, called the  
Surety, are held and firmly bound unto Beaufort County Treasurer  
called the Obligee, in the sum of Five Percent of Amount Bid  
U.S. Dollars (\$ 5% ), for the payment of which we bind ourselves, and our  
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract  
for Beaufort County Detention Center Security Upgrade, IFB # 081419 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and  
Principal enters into a contract with Obligee in conformance with the terms of the bid and  
provides such bond or bonds as may be specified in the bidding or contract documents, then  
this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference  
between the amount of Principal's bid and the amount for which Obligee shall in good faith  
contract with another person or entity to perform the work covered by Principal's bid, but in no  
event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 14th day of August, 2019.

Cornerstone Detention Products, Inc.

**PRINCIPAL**

By: Charles M. Claborn

Charles M. Claborn, Title  
President

**ARGONAUT INSURANCE COMPANY**

By: Jeffrey M. Wilson

Jeffrey M. Wilson, Attorney-in-Fact

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark W. Edwards II, Robert R. Freil, Ronald B. Giadrosich, Alisa B. Ferris, Jeffrey M. Wilson, Robert M. Verdin, Richard H. Mitchell, Anna Childress

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Muebs  
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 14th day of August, 2017



James Bluzard, Vice President-Surety





## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

**Item Title:**

Request Approval to Purchase from Carolina International Trucks, Inc., a State Contract Vendor, for two 2021 International HX620 6x4 (HX62F) Dump trucks for Stormwater Utility.

**Council Committee:**

County Council Meeting

**Meeting Date:**

January 27, 2020

**Committee Presenter (Name and Title):**

Dave Thomas, CPPO, Purchasing Director

**Issues for Consideration:**

The Purchasing Department received a request from Stormwater Utility to purchase two new 2021 International HX620 6x4 (HX62F) Dump trucks to replace asset # 23105 & asset # 23106, both being identical 2007 Freightliner M2112 Dump Trucks. Asset # 23105 has 163,894 miles and asset # 23106 has 178,723 miles registered on the odometer. Also, per First Vehicle Services, asset # 23105 and # 23106 have not only reached their lifecycle but also have major wiring issues, as well as major wear and tear that cause the asset to be unsafe and unrepairable. The parts necessary for the attempt of fixing the asset are unavailable due to age. Please refer to the asset report, completed by First Vehicle Services, to fully understand the diagnosed issues for asset # 23105 & asset # 23106.

**Points to Consider:**

Total cost for one 2021 International HX620 6x4 (HX62F) is \$164,778.68 (price times two is \$329,557.36) and price includes tax, equipment, chassis, delivery, installation, all discounts, SC sales tax, and manuals

**Funding & Liability Factors:**

Account # 50250011-54000-Vehicle Purchase, balance in account is \$456,729.

**Council Options:**

Approve the request to purchase the two Dump Trucks or disapprove the purchase request.

**Recommendation:**

The Purchasing Department and Public Works Director recommends that County Council approves the contract award of \$329,557.36 to purchase two 2021 International HX620 6x4 (HX62F) Dump trucks as outlined above in support of Public Works continued effort to maintain and/or improve the County's infrastructure.



David L Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353

## COUNTY COUNCIL OF BEAUFORT COUNTY

### PURCHASING DEPARTMENT

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

**TO:** Councilman Brian Flewelling, Chairman, Public Facilities Committee

**FROM:** David L Thomas, CPPO, Purchasing Director

**SUBJ:** State Contract Purchase  
Request to Purchase Two 2021 International Dump Trucks for Stormwater Utility

**DATE:** 01/21/2020

#### **BACKGROUND:**

The Purchasing Department received a request from Stormwater Utility to purchase two new 2021 International HX620 6x4 (HX62F) Dump Trucks to replace asset #23105 & asset #23106, both being identical 2007 Freightliner M2112 Dump Trucks. Asset #23105 has 163,894 miles and asset #23106 has 178,723 miles registered on the odometer. In addition, per First Vehicle Services, asset #23105 and #23106 have not only reached their lifecycle but also have major wiring issues, as well as major wear and tear that cause the asset to be unsafe and unrepairable. The parts necessary for the attempt of fixing the asset are unavailable due to age. Please refer to the asset report, completed by First Vehicle Services, to fully understand the diagnosed issues for asset #23105 & asset #23106.

Total cost for one 2021 International HX620 6x4 (HX62F) is \$164,778.68 (price times two is \$329,557.36) and price includes tax, equipment, chassis, delivery, installation, all discounts, SC sales tax, and manuals (see the attached price quote).

#### **VENDOR INFORMATION:**

Caroline International Trucks, Inc., Columbia, SC  
State Contract #4400017275-provides the chassis

#### **COST:**

\$329,557.36

#### **FUNDING:**



Account 50250011-54000-Vehicle Purchase; current available balance \$456,729.

Breakdown of cost:

\$164,728.68 x 2 = \$328,557.36 (Truck)

\$ 500.00 x 2 = \$ 1,000.00 (SC State Tax)



TOTAL: \$329,557.36

Funding approved: Yes By: aholland Date: 01/08/2020

**FOR ACTION:** Public Facilities Committee meeting on January 21, 2020.

**RECOMMENDATION:**

The Purchasing Department and Public Works Director recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$329,557.36 to purchase two 2021 International HX620 6x4 (HX62F) Dump Trucks as outlined above in support of Public Works continued effort to maintain and/or improve the County's infrastructure.

Attachment:  Stormwater Dumptrucks.pdf  
2.08 MB  No file attached

cc: Ashley Jacobs, County Administrator

Approved: Yes

Date: 01/09/2020

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes

Date: 01/08/2020

David Wilhelm, Assistant County Administrator, Public Work:

Approved: Yes

Date: 01/09/2020

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

Nilesh Desai, Public Works Director

Approved: Yes

Date: 01/09/2020

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

After Initial Submission, Use the Save and Close Buttons



**COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT**

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

TO: Brian E. Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Request to Purchase from Carolina International Trucks, Inc., a State Contract Vendor, for two 2021 International HX620 6x4 (HX62F) Dump trucks for Stormwater Utility.

DATE: December 19th, 2019

**BACKGROUND:** The Purchasing Department received a request from Stormwater Utility to purchase two new 2021 International HX620 6x4 (HX62F) Dump trucks to replace asset # 23105 & asset # 23106, both being identical 2007 Freightliner M2112 Dump Trucks. Asset # 23105 has 163,894 miles and asset # 23106 has 178,723 miles registered on the odometer. Also, per First Vehicle Services, asset # 23105 and # 23106 have not only reached their lifecycle but also have major wiring issues, as well as major wear and tear that cause the asset to be unsafe and unrepairable. The parts necessary for the attempt of fixing the asset are unavailable due to age. Please refer to the asset report, completed by First Vehicle Services, to fully understand the diagnosed issues for asset # 23105 & asset # 23106.

Total cost for one 2021 International HX620 6x4 (HX62F) is \$164,778.68 (price times two is \$329,557.36) and price includes tax, equipment, chassis, delivery, installation, all discounts, SC sales tax, and manuals (see the attached price quote).

**VENDOR INFORMATION:**

**COST**

1. Carolina International Trucks, Inc, Columbia, SC State Contract #4400017275-provides the Chassis.	\$164,278.68 (x2= \$328,556.68)
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2. SC State Tax	\$ 500.00 (x2= \$1,000.00)
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Total Cost: \$ 164,778.68 (x2= \$329,557.36)

**FUNDING:** Account # 50250011-54000-Vehicle Purchase, Balance \$456,729.

**FOR ACTION:** Public Facilities Committee meeting on January 21, 2020.

**RECOMMENDATION:** The Purchasing Department and Public Works Director recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$329,557.36 to purchase two 2021 International HX620 6x4 (HX62F) Dump trucks as outlined above in support of Public Works continued effort to maintain and/or improve the County's infrastructure.

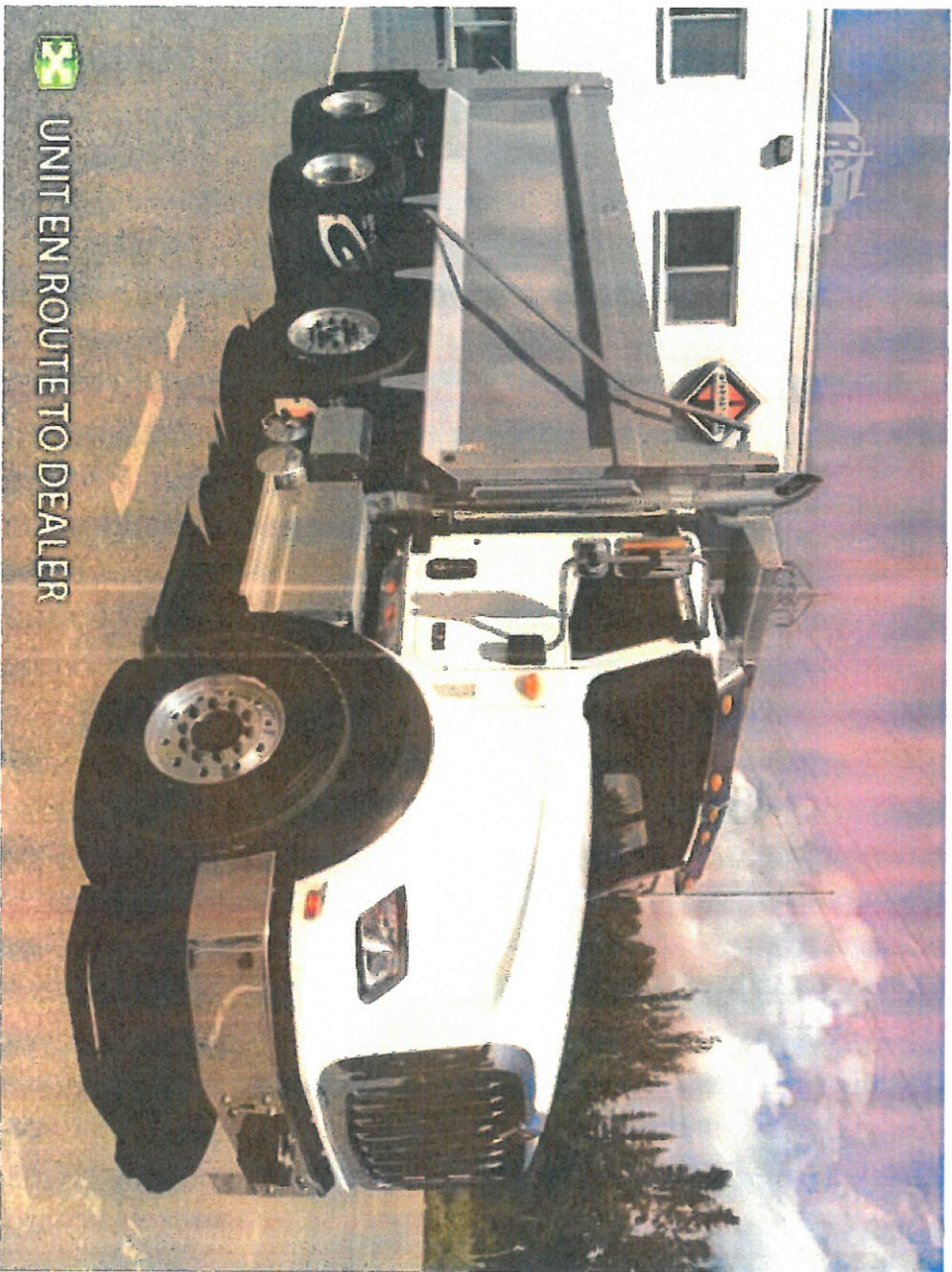
Attachment: Contract Pricing Information

cc: Ashley Jacobs, County Administrator  
Alicia Holland, Assistant County Administrator, Finance

David Wilhelm, Assistant County Administrator for Public Works and Sustainability  
Nilesh Desai, Public Works Director

Att: State Contract Price and Specification Sheet, Vehicle Records, Photo of Dump Truck





DEPARTMENT	Bumper Number	Chassis ID	Miles Driven	Description	Labor Cost	Parts Cost	Outside Service Cost	Total Cost	Est Cost Per Mile
50250011-D	23105	HX30130	164,585	23105.2007.FREIGHTLINER.M2112	37,141.64	43,369.75	2,525.66	83,037.05	\$0.50
50250011-D	23106	HX30131	178,760	23106.2007.FREIGHTLINER.M2112	37,525.52	40,174.79	11,052.76	88,753.07	\$0.50
50250011-D	23208	EA18096	87,644	23208.2007.FORD.F-250 SUPER DUTY	7,563.94	6,267.19	393.86	14,224.99	\$0.16





First Vehicle Services  
Beaufort County Division  
P.O. Box 6016  
Beaufort, SC 29902-6016

To: John Miller

Department: Stormwater

Subject: Evaluation of Equipment #23106

**Subject equipment was evaluated on Date: 12/27/2019**  
**Maintenance cost history is attached.**

**It is our opinion at First Vehicle Services that if the cost of repair exceeds one third of the assets value consideration for removal and or replacement should be taken. Yearly cost evaluation will accompany any evaluation requiring consideration.**

**Kelly Blue Book Private Party value of this unit is \$N/A**

**Total repair cost to date for the unit is \$88,753**

**Estimate future and present repair cost are \$ Unknown**  
**(This cost does not include major component failures such as engine, transmission and drive train.)**

**This unit exceeds APWA guidelines for replacement, based on age (12 years), present condition and mileage (178,760).**

---

**Jeremy Kircus, General Manager**  
**FVS/Beaufort Co.**



First Vehicle Services  
Beaufort County Division  
P.O. Box 6016  
Beaufort, SC 29902-6016

To: John Miller

Department: Stormwater

Subject: Evaluation of Equipment #23105

**Subject equipment was evaluated on Date: 12/27/2019**

**Maintenance cost history is attached.**

**It is our opinion at First Vehicle Services that if the cost of repair exceeds one third of the assets value consideration for removal and or replacement should be taken. Yearly cost evaluation will accompany any evaluation requiring consideration.**

**Kelly Blue Book Private Party value of this unit is \$N/A**

**Total repair cost to date for the unit is \$83,037**

**Estimate future and present repair cost are \$ Unknown**

**(This cost does not include major component failures such as engine, transmission and drive train.)**

**This unit exceeds APWA guidelines for replacement, based on age (12 years), present condition and mileage (164,585).**

---

**Jeremy Kircus, General Manager**  
**FVS/Beaufort Co.**

**INTERNATIONAL®**

December 11, 2019

Prepared For:  
Beaufort County  
CHAD STANLEY  
120 Shanklin Rd.  
Beaufort, SC 29906-8402  
(843)470 - 2735  
Reference ID: N/A

Presented By:  
CAROLINA INTERNATIONAL TRUCKS, INC  
Steve Wiser  
1619 BLUFF RD  
COLUMBIA SC 29201 -  
(803)799-4923

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2021 HX620 6x4 (HX62F)**

<b>APPLICATION:</b>	Construction Dump
<b>MISSION:</b>	Requested GVWR: 72000. Calc. GVWR: 77220 Calc. Start / Grade Ability: 24.44% / 2.43% @ 55 MPH Calc. Geared Speed: 85.4 MPH
<b>DIMENSION:</b>	Wheelbase: 215.00, CA: 146.00, Axle to Frame: 65.00
<b>ENGINE, DIESEL:</b>	{Cummins X15 485} Performance Series, EPA 2017, 485HP @ 1950 RPM, 1650 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.30
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 315/80R22.5 Load Range L UNISTEEL G291 (GOODYEAR), 491 rev/mile, 68 MPH, All-Position
<b>TIRE, REAR:</b>	(8) 11R22.5 Load Range H HDC1 (CONTINENTAL), 488 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson HMX-460-54} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
<b>PAINT:</b>	Cab schematic 100LX Location 1: 9219, Winter White (Std) Chassis schematic N/A



**INTERNATIONAL®**Vehicle Specifications  
2021 HX620 6x4 (HX62F)

December 11, 2019

<u>Code</u>	<u>Description</u>
HX62F00	Base Chassis, Model HX620 6x4 with 215.00 Wheelbase, 146.00 CA, and 65.00 Axle to Frame.
1652	CROSSMEMBER, REAR Relocated to End of Frame
1AMS	CROSSMEMBER, FRAME TIE for Heavy Duty
1CGC	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 550.0" (13970mm) Maximum OAL
1GTA	REINFORCEMENT, PINTLE HOOK Ahead of Rear Crossmember for Pintle Hook
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LTE	BUMPER, FRONT Contoured, Aluminum, Stainless Steel Clad, Heavy Duty
1VBC	TOW PIN, FRONT Heavy Duty; 150,000-lb. Total Capacity
1WXL	WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications  <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6 : SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZV	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (6-Channel; 6 Sensor/ 6 Modulator) with Automatic Traction Control
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4JBR	BRAKES, AIR CAM, PUSHER AXLE S-Cam; 15" x 4.0"; Includes MGM 20 Sq.In. Brake Chambers; Furnished with One Pusher Lift Axle
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In Long Stroke Brake Chamber and Spring Actuated Parking Brake
4NNP	BRAKE IDENTITY, REAR {Meritor Cast Plus} 16.5" x 8.63"
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM

**INTERNATIONAL®****Vehicle Specifications  
2021 HX620 6x4 (HX62F)**

December 11, 2019

<u>Code</u>	<u>Description</u>
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4WCC	BRAKE PACKAGE, FRONT {Dana Spicer ES-165-6} Air, Cam Type, Extended Service; Size 16.5" x 6", Includes Automatic Slack Adjusters
4WCD	BRAKE PACKAGE, REAR {Dana Spicer ES-165-7} Air, Cam Type, Extended Service; Size 16.5" x 7", Includes Automatic Slack Adjusters
4WDN	DUST SHIELDS, REAR BRAKE Omit Item
4WDW	BRAKE CHAMBERS, SPRING on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
7BES	AFTERTREATMENT COVER Polished Aluminum
7BLJ	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WBU	EXHAUST HEIGHT 11' 6"
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: HAZARD SWITCH Integral with Turn Signal Switch
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature
	: TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8554	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame
8685	HORN, AIR (2) Single Bell, Long Chrome
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total, Top Threaded Stud
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input, MP3, Apple Device Play & Control, with Multiple Speakers
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, without Splitter, Separate Lead-Ins, with CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror



**INTERNATIONAL®****Vehicle Specifications**  
**2021 HX620 6x4 (HX62F)**

December 11, 2019

<u>Code</u>	<u>Description</u>
8VAY	HORN, ELECTRIC Disc Style
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHT	HEADLIGHTS Halogen, Composite Combination
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ASE	FRONT END Tilting, Composite
9HCL	GRILLE Black Vertical Accent Bars, with Black Mesh
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100  <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "LX"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12ELC	ENGINE, DIESEL {Cummins X15 485} Performance Series, EPA 2017, 485HP @ 1950 RPM, 1650 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12UCU	RADIATOR Aluminum; Front to Back, Down Flow System, 1564.8 SqIn, 556.8 SqIn CAC
12VBG	AIR CLEANER Dual Element, with Integral Pre-Cleaner
12VGL	FEDERAL EMISSIONS {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2018
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AUW	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WCU	OIL COOLER, AUTO TRANSMISSION {Modine} Remote Mounted; Not for use with Retarder
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WVD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
14862	PDL WARNING BUZZER Power Divider Lock

Code	Description
14GRS	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.30
14RAA	AXLE, LIFT, CONTROLS for One Lift Axle; All Controls Inside Cab; Includes Pressure Gauge, Pressure Regulator and Lift/Lower Switch Inside Cab
14UAB	AXLE SPACING, FIRST PUSHER 49" Ahead of Drive Axle
14ULY	SUSPENSION, REAR, TANDEM {Hendrickson HMX-460-54} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions
14WCL	TORQUE RODS Hendrickson XTRB, for HMX Suspensions
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
14WNH	AXLE, PUSHER, LIFT TYPE {Watson & Chalin SL1190SSR Tru-Trk Alumilite} 13,500-lb Capacity, One Self-Steer Axle
15BAA	DEF TANK COVER Stainless Steel
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
15SWH	FUEL TANK Top Draw, Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab
16031	CAB Conventional, Day Cab
	<u>Includes</u>
	: CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted
	: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
	: CONSOLE, CENTER Includes Two Cup Holders with Ash Cup and One Additional Storage Area
	: GLASS, ALL WINDOWS Tinted
	: GRAB HANDLE, CAB INTERIOR (2) One Each Side
	: GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors
	: SPEAKERS IN CAB (4) Two Located in B-Pillar, Two Located Overhead on Driver and Passenger Sides
	: STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English with English Electronic Speedometer
16HLC	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16JPD	SEAT, DRIVER {National 2000 Model 195} Air Suspension, High Back, Vinyl Boxing with Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover
16RAN	SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing with Cloth Facing, 11 Degree Back Angle Adjust
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u>
	: Mirror Dimensions are Rounded to the Nearest 0.5"
16SNY	MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Bright, 7.5" x 7"
16VJZ	CAB INTERIOR TRIM Classic, for HX Day Cab
	<u>Includes</u>
	: CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Velcro Strap for CB Radio Mounting; Two with Netting; Light Switches for Dome and Courtesy Lights
	: FLOOR COVERING Rubber, Black



<u>Code</u>	<u>Description</u>
	: SUN VISOR (2) Vinyl with Toll Ticket Strap
16VRT	HEATER, ENHANCED CIRCULATION (Bergstrom) Control, for Extreme Cold Weather Climates
16VZA	WINDOW, REAR 52.25" Wide
16WAK	WINDOW, POWER (2) in Left and Right Doors
16WJG	CAB DOOR LOCKS Power
16WKB	AIR CONDITIONER (International Blend-Air) with Integral Heater and Defroster
16WKR	WINDSHIELD Single Piece
16WLD	CAB REAR SUSPENSION Dual Air Suspension, Includes Special Crossmember Assembly
16XWE	SUNSHADE, EXTERIOR Bright Finish, with Integral Clearance/Marker Lights
16ZDU	GRAB HANDLE, EXTERIOR Towel Bar Type in lieu of Non-Bright Grab Handles, for use with Cab or Cab/Sleeper Non-Bright Access, without Frame Access or Chassis Skirts
27DUR	WHEELS, FRONT (Accuride 41730) DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTJ	WHEELS, REAR (Maxion 90541) DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
34ACJ	WHEELS, LIFT AXLE PUSHER (Accuride 51408) Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>
7382135419	(2) TIRE, PUSHER 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position
7382135420	(8) TIRE, REAR 11R22.5 Load Range H HDC1 (CONTINENTAL), 488 rev/mile, 75 MPH, Drive
7772540190	(2) TIRE, FRONT 315/80R22.5 Load Range L UNISTEEL G291 (GOODYEAR), 491 rev/mile, 68 MPH, All-Position

**Services Section:**

40124	WARRANTY Standard for HX Series, Effective with Vehicles Built December 7, 2015 or Later, CTS-2015A
40SHT	SRV CONTRACT, EXT CMMS ENGINE (Cummins) To 60-Month/100,000 Miles (160,000 km), Extended Cummins X15 Performance Series, Engine Coverage, Protection Plan 1
40SJG	SRV CONTRACT, EXT CMMS AFTR (Cummins) To 60-Month/100,000 Miles (160,000 km), Extended Cummins X15 Performance Series Aftertreatment Coverage, for Use when Protection Plan 1 of Equal or Greater Duration is Purchased
1	OX BODY WITH HI-LIFT GATE, TARP, AND VIBRATOR

STATE CONTRACT FEE

**INTERNATIONAL®**

Financial Information  
2021 HX620 6x4 (HX62F)

December 11, 2019

(US DOLLAR)

There is no financial information for this proposal.

**INTERNATIONAL®****Financial Summary**  
**2021 HX620 6x4 (HX62F)**

December 11, 2019

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$274,458.00	
Service Items	\$4,700.00	
Total Factory List Price Including Options:		\$279,158.00
Total Goods Purchased:		\$985.00
Heavy/Severe Service -	\$200.00	
PDI, DOT, SAFETY		
EQUIP, FUEL, FLAPS, DELIVERY, WAS		
H		
Lot Charge-Heavy	\$1,000.00	
Total Preparation And Delivery:		\$1,200.00
Freight	\$2,200.00	
Total Freight:		\$2,200.00
Total Factory List Price Including Freight:		\$283,543.00
Less Customer Allowance:		(\$143,557.32)
Total Vehicle Price:		\$139,985.68
Total Body/Allied Equipment:		\$24,293.00
Total Sale Price:		\$164,278.68
Total Per Vehicle Sales Price:		\$164,278.68
Total Net Sales Excluding Taxes:		\$164,278.68
SC State Sales Tax	\$500.00	
Total Taxes:		\$500.00
Net Sales Price:		\$164,778.68

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date\_\_\_\_\_  
Firm or Business Name\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Authorized Signature and Date

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.